

# **CITY OF LAREDO CITY COUNCIL MEETING**

**A-2016-R-09  
CITY COUNCIL CHAMBERS  
1110 HOUSTON STREET  
LAREDO, TEXAS 78040  
May 16, 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 Heberto L. Ramirez, 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 May 2, 2016**

### **V. COMMUNICATIONS AND RECOGNITIONS**

**Communiqués**



1. Presentation and invitation by LULAC local chapter and state officials to the 87<sup>th</sup> State Convention set for June 9-12, 2016 in Laredo, Texas.
2. Presentation of the 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 everyone is cordially invited to attend on Wednesday, May 18, 2016 at the Laredo ISD Performing Arts Center (Civic Center Grounds) at 7 p.m.

## **Recognitions**

1. Recognition of Mr. Gerardo L. Piña, Jr., Environmental Enforcement Investigator, on being named President of the Code Enforcement Association of Texas (CEAT).
2. Recognizing Claudia's Performing Arts Hip Hop Dance Team for competing and representing Laredo in Nationals in Orlando, Florida against 4 other teams from Washington, Ohio, and South Carolina and winning 1st place.
3. Recognizing 8 Laredo racers for competing in the 2016 Middle & High School Mountain Bike with the Laredo Cycling Association and finishing in the top three for their age and gender.

## **Citizen comments**

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



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

- a. Appointment by Council Member Roque Vela Jr. of a commissioner to the Ethics Commission.

## **VII. PUBLIC HEARINGS**

1. Public hearing and introductory ordinance amending the City of Laredo Municipal Housing Fund FY 2016 Annual Budget by increasing revenues and expenditures in the amount of \$220,000.00 and authorizing the City Manager to execute all necessary documents related to the Weatherization Grant Program. This grant is being provided to the city by AEP and AEP's consulting firm, Frontier Associates. There is no match requirement - it is based on a reimbursement basis. The program will provide for the replacement of complete central air conditioning and heating units, insulation and other weatherization items at the Tomas Flores Apartments located at 2301 & 2302 Lafayette St. The grant will provide up to \$6,500.00 per unit based on an assessment to determine the applicability and Savings -to-Investment (SIR) ratio and to include an eight percent (8%) administrative fee paid to Laredo Municipal Housing.
2. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 220; providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.  
District VI

3. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 100; providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.  
District VI



4. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VI

5. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.62 acres as further described by metes and bounds in attached Exhibit "A", located at NE Bob Bullock Loop North of Crepusculo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

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

6. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a pool hall/snack bar on Lots 9 and 10 less the North six feet of Lot 9, Block 86, Western Division, located at 318 and 320 Iturbide Street; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VIII

7. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a welding shop on Lot 7, Block 1330, Eastern Division, located at 906 S. Zapata Highway; providing for publication and effective date.

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

8. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a bus terminal on Lots 6 and 7, Block 120, Western Division, located at 801, 803 and 805 Victoria Street; providing for publication and effective date.

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



9. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an auto body and paint shop on the middle 1/3 of Lots 7 and 8, Block 1029, Western Division, located at 4103 Santa Maria Avenue; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District VIII

10. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 10, 11 and 12; the South 10 feet of Lots 1, 2 and 3, Block 793, Eastern Division, located at 1402 Market Street, from R-O (Residential/Office District) to B-1 (Limited Business District); providing for publication and effective date.

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

11. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12 and the West ½ of Lot 11, Block 1207, Eastern Division, located at 2102 Green Street, from R-1 (Single-family residential District) to R-2 (Multi-Family Residential District); providing for publication and effective date.

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

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

## **VIII. INTRODUCTORY ORDINANCES**

12. An ordinance of the City of Laredo Texas, amending Article III of Chapter 6 “Animals and Fowl,” of the code of ordinances, specifically Section 6-42 (Keeping Practices) in order to allow for the approval of a trap, neuter, and return program by any qualified individual designated by the City Manager; providing a severability clause; providing a savings clause; and providing an effective date.



13. An ordinance granting a Non-Exclusive Electric Franchise to AEP Texas Central Company for the transmission and distribution of electricity; and providing for publication and effective date.
14. Authorizing the public sale for the “Surface Only” of a 5.23 acre tract of surplus land to A&S Holdings’, owner Mr. Antonio Ayala, sole bidder in the amount of \$1,000,000.00. Tract is located adjacent to Borchers Elementary and is legally described as an unimproved 5.23 acre tract of land more or less, situated in Porcion 22, Abstract 277, Dona Maria Jesus Sanchez, original grantee, same being out of a called 8.55 acre tract conveyed to the City of Laredo as recorded in Volume 2952, Pages 134-139, Webb County Official Public Records and more particularly described on attached, Exhibit “A”. Funds will be deposited into 2008 C.O. and Waterworks System Fund. Waterworks System funds will be used to purchase needed equipment.  
**(Approved by the Operations and Finance Committees)**

## **IX. FINAL READING OF ORDINANCES**

15. **2016-O-049** Amending the City of Laredo Bridge System Refrigerated Facilities FY 2015-2016 Annual Budget by appropriating \$86,875.00 from the Bridge System Refrigerated Facilities opening balance. Funds are to be used for capital improvements and repairs to the refrigeration system, plumbing system, lighting, electrical and security surveillance system of the refrigerated facilities.
16. **2016-O-050** Amending the City of Laredo Bridge System FY 2015-2016 Bridge Annual Budget by appropriating \$180,863.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements.
17. **2016-O-051** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Building C, Suites 7 & 8; providing for publication and effective date. District VI



18. **2016-O-052** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.9 acres as further described by metes and bounds in attached Exhibit "A", located on the East side of Ejido Avenue and North of Bianka Lane, from R-1A (Single-Family Reduced Area District) to R-1B (Single-Family High Density District); providing for publication and effective date. District I
19. **2016-O-053** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-069 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road by extending date of expiration; providing for publication and effective date. **(As Amended)** District VI
20. **2016-O-054** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-157 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 2, Cuatro Vientos Norte Subdivision, located at 3301 Chacota Street, Suites 21B and 22B by changing permit holder and extending date of expiration; providing for publication and effective date. **(As Amended)** District I
21. **2016-O-055** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for Children's Amusement Services (Outdoors) on Lots 7 and 8, Block 2, San Jose Subdivision, located at 6321 and 6323 Casa Del Sol Boulevard; providing for publication and effective date. **(AS AMENDED)** District V

## **X. RESOLUTIONS**

22. **2016-R-61** Accepting conveyance of a revised fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain a fire protection water line loop from:

Old Dominion Freight Line, Inc., By: Terry L. Hutchins, Vice President, Field Services & Real Estate - Utility easement previously recorded as follows:

Easement document # 1249202, recorded on November 19, 2015, Volume 3881, pages 162-167. A copy of revised conveyance is attached as Exhibits A & B:

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



23. **2016-R-64** Amending Resolution #2016-R-35 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.
24. **2016-R-67** Certifying the verification of 7,818 signatures from a petition brought forward by "Moving Laredo Forward" for proposed Charter amendments.

## **XI. MOTIONS**

25. Authorizing the City Manager to execute a license agreement between the City of Laredo and the General Services Administration for authorized access to develop a road through the import lot and extend it east past Bridge No. 2 within GSA property, for the purpose of improving traffic circulation in the downtown area. The license agreement will allow for the construction and the non-exclusive access of the road for an initial 5 years, renewable upon expiration in May 2021.
26. Authorizing the City Manager to grant a public fireworks display permit to the Laredo Country Club for the following dates, July 4, 2016 and December 31, 2016. The technicians for the display will be Illumination Fireworks.  
**(Approved by the Operations Committee)**
27. Consideration to award contract FY16-044 to Test America Laboratories, North Canton, Ohio in the estimated annual amount of \$150,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three (3) extension periods-upon mutual agreement of parties. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions. **(Approved by the Operations Committee)**



28. Discussion with possible action to discontinue the contracting process with Honeywell Building Solutions located at 3823 Stahl Road, San Antonio, TX 78021 for the city-wide Energy Efficiency Project for the Utilities Department due to funding issues.
  29. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of April 2016, represent a decrease of \$10,414.78. These adjustments are determined by the Webb County Appraisal District and by court orders.
  30. Authorizing the City Manager to approve change order No. 5, with an increase of fifty-seven (57) working days and no increase in contract amount to the construction contract with Vision Construction Company, Inc., San Antonio, Texas, for the Jefferson Water Treatment Plant Administration Building and Learning Center Project. This change order was due to rain days and delays caused by conflict of proposed storm drain with the existing raw water lines that impacted the work. The contract sum remains at \$4,700,047.51 and the new total completion period is five hundred forty (540) working days. There is no financial impact to the contract. **(Approved by the Operations Committee)**
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## **XII. CONSENT AGENDA**

**Resolutions and Motions previously brought before Operations and Finance Committees may be approved by City Council categorically *EN BLOC*. At Council's request, specific items may be withheld from the consent agenda for individual treatment.**

### **XII (a) RESOLUTIONS**

31. **2016-R-60** Ratifying the recorded dedication of a 20' wide right-of-way located on the 2600 block of East Del Mar Boulevard by Mr. Jose Luis Viejo de los Santos. Said tract of land containing 9,246.80 sq. ft. (0.2123 of an Acre), out of the 16.00 Acre Tract, conveyed to Ferman Inc., a Texas Corporation, as recorded in Volume 2796, page 508-523, of the Official Public Records of Webb County, Texas; said 9,246.80 sq. ft. Tract is more particularly described on attached, Exhibit "A".



32. **2016-R-62** Authorizing the City Manager to apply for a grant in the estimated amount of \$1,425,525.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire six (6) new police officers for a period of three years. The 2016 COPS grants provide up to 75 percent funding of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full-time sworn career law enforcement officer over the three-year (36-month) grant period with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000.00 per officer position. Funding is available under the COPS Hiring Program.
33. **2016-R-63** Authorizing the City Manager to enter into and execute a Memorandum of Agreement between Texas A&M International University and the Laredo Fire Department for the purpose of providing students an opportunity to apply knowledge and skills gained in the classroom in a clinical setting.
34. **2016-R-66** Authorizing the City Manager to accept the contract with the Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$103,003.00 for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health Program for the term period from April 1, 2016 through March 31, 2017.

## **XII (b) MOTIONS**

35. Consideration to authorize the City Manager to approve change order No. 2, Phase NO. X to W.D. Schock Company of Nashville, Tennessee for a net increase of \$45,776.31 for additional work to be accomplished by the Consultant, for a total contract amount of \$740,629.23. The net increase will be added to the total contract amount of residential sound insulation noise mitigation program improvements in support of the City of Laredo International Airport FAR Part 150 Airport Residential Sound Reduction Program. Funding is available under Federal Aviation (FAA) Administration Airport Improvement Projects (AIP), Grants Nos. 72 & 78.
36. Authorizing the City Manager to execute the contract renewal option with Dr. Arturo Garza-Gongora, M.D, to serve as Medical Director/Supervisor of pre-hospital care for the City of Laredo Fire Department as required by EMS National Registry. The initial three (3) year term will expire on June 2016, and the option is for a two (2) year extension at a cost of \$60,000.00 per year. The contract shall be effective from June 2016 to June 2018.



37. Consideration to authorize the purchase of holsters for the Police Department in the amount of \$63,326.80 from G.T. Distributors, Inc., Austin, Texas through the Buyboard Cooperative Purchasing program's contract pricing. Funding is available in the Police Department Trust Fund.
38. Consideration to authorize the City Manager to execute a contract with LexisNexis, to provide an online police report distribution system. This system allows police reports to be secured via the internet. The fee for service will be obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports. The Police Department would receive \$5.00 for each police report secured from the online system. The term of this agreement is for thirty-six (36) months and thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods, unless earlier terminated by either party. All revenues generated from this service contract will be deposited in general fund.
39. Consideration to award a contract to Cantu Electric Co. Inc., Laredo, Texas in the amount of \$58,000.00 for the purchase, labor and installation of electrical panels and conduit for the World Trade Bridge and Colombia Bridge under bid FY16-002. Funding is available in the HIDTA Task Force Fund.
40. Consideration to award contract FY16-013 to M. Goodwin Museum Planning, Inc's (MGMP), Los Angeles, CA for the Laredo Museum Feasibility Study for an amount not to exceed \$159,570.00. Contract amount includes: \$136,000.00 for the Museum Feasibility Study plus out-of-pocket expenses not to exceed \$23,570.00 (travel, postage, reimbursables and related costs). Study to be done in five (5) phases to include: an updated market analysis, market condition, community/regional facilities, market potential, suggested building design/specifications, economic and fiscal impact analysis. Funding is available in the Hotel-Motel Occupancy Tax Fund.
41. Consideration to renew the existing annual contract FY13-036 to LSC Environmental Products, Appalachian, New York in an amount up to \$184,500.00 for the purchase of alternative daily cover material for the City Landfill. The materials are made of fiber and cement mortar used to replace the use of on-site soils for daily cover at the disposal area. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. All material will be ordered on an as needed basis. This contract may be extended three additional periods-upon mutual agreement of parties. Funding is available in the Solid Waste Services Department Fund.



42. Authorizing the City Manager to approve Amendment No. 3 to the professional engineering services contract in the amount of \$134,780.00 to LNV, INC., Laredo for revising designs and re-submittal for FAA clearance determination, revision on environmental information document, redesigning of drainage, piping, access road, tank and TCEQ plan review due to relocation of the storage tank to reduce construction cost. With this amendment the total new contract amount is \$513,807.00. Funding is available in the 2015 Water Revenue Bond.
43. Consideration for approval of the selection of engineering consultant, Parra & Co. based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the preparation of operation and maintenance manual and standard operation procedures for South Laredo Wastewater Treatment Plant. Funding is available in the 2010 Sewer Revenue Bond.
44. Consideration for approval of the selection of engineering consultant, JBS Water based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the Comprehensive Water Distribution & Meter Management Audit. Funding is available in the 2015 Water Revenue Bond and 2014 Sewer Revenue Bond.

### **END OF CONSENT AGENDA**

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## **XIII. STAFF REPORTS**

## **XIV. EXECUTIVE SESSION**

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

## **XV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

- 45.



**A. Request by Mayor Pete Saenz**

- a. Status of activity by the Technical Review Committee, with possible action.

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

- a. Discussion with possible action to send and collect a survey and voting instrument to all persons and entities of interest regarding the formation of a Public Improvement District (PID) for the greater Mines Road industrial complex in order to determine whether said interested parties would consent to the same to allocate funds for a full time street repair crew, infrastructure investment, commercial vehicle enforcement, hazardous materials enforcement and response team and other such public benefits as the board of a PID might determine as necessary in compliance with all relevant statutes allowing for the same.
- b. Discussion with possible action to pass a resolution in opposition to the proposed regional landfill that is currently in the permitting process by the Texas Commission on Environmental Quality.

**C. Request by Council Member Roque Vela, Jr.**

- a. Discussion with possible action to direct staff to prepare an analysis on the feasibility of implementing a street maintenance assessment and to be discussed during the 2016-2017 Budget Workshop.

**XVI. ADJOURN**

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, May 11, 2016 at 5:40 p.m.

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Heberto L. Ramirez  
Acting City Secretary



## Communiques

### City Council-Regular

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Blasita Lopez

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### SUBJECT

1. Presentation and invitation by LULAC local chapter and state officials to the 87<sup>th</sup> State Convention set for June 9-12, 2016 in Laredo, Texas.

### PREVIOUS COUNCIL ACTION

N/A

### BACKGROUND

N/A

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

N/A

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### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

None.

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## Communiques

### City Council-Regular

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Council Member Roberto Balli

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### SUBJECT

2. Presentation of the 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 everyone is cordially invited to attend on Wednesday, May 18, 2016 at the Laredo ISD Performing Arts Center (Civic Center Grounds) at 7 p.m.

### PREVIOUS COUNCIL ACTION

N/A

### BACKGROUND

N/A

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

N/A

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### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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## Recognitions

### City Council-Regular

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assitant City Manager

**Initiated By:** John Porter

**Staff Source:** John Porter

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### SUBJECT

1. Recognition of Mr. Gerardo L. Piña, Jr., Environmental Enforcement Investigator, on being named President of the Code Enforcement Association of Texas (CEAT).

### VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

### PREVIOUS COUNCIL ACTION

NA

### BACKGROUND

Mr. Pina was named President of CEAT at the state-wide conference that was held in Laredo in February 2016.

### COMMITTEE RECOMMENDATION

NA

### STAFF RECOMMENDATION

NA

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### Fiscal Impact

**Fiscal Year:** 2016

**Bugeted Y/N?:**

**Source of Funds:**

**Account #:**

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

### FINANCIAL IMPACT:

No Financial Impact

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**City Council-Regular**

Meeting Date: 05/16/2016

Initiated By: Jesus Olivares, City Manager

Agenda Category: Recognitions

Staff Source: Council Member George Altgelt

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**SUBJECT**

3. Recognizing 8 Laredo racers for competing in the 2016 Middle & High School Mountain Bike with the Laredo Cycling Association and finishing in the top three for their age and gender.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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## Recognitions

### City Council-Regular

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Council Member Roque Vela

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### SUBJECT

2. Recognizing Claudia's Performing Arts Hip Hop Dance Team for competing and representing Laredo in Nationals in Orlando, Florida against 4 other teams from Washington, Ohio, and South Carolina and winning 1st place.

### PREVIOUS COUNCIL ACTION

N/A

### BACKGROUND

N/A

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

N/A

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### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

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**SUBJECT**

Public hearing and introductory ordinance amending the City of Laredo Municipal Housing Fund FY 2016 Annual Budget by increasing revenues and expenditures in the amount of \$220,000.00 and authorizing the City Manager to execute all necessary documents related to the Weatherization Grant Program. This grant is being provided to the city by AEP and AEP's consulting firm, Frontier Associates. There is no match requirement - it is based on a reimbursement basis. The program will provide for the replacement of complete central air conditioning and heating units, insulation and other weatherization items at the Tomas Flores Apartments located at 2301 & 2302 Lafayette St. The grant will provide up to \$6,500.00 per unit based on an assessment to determine the applicability and Savings -to-Investment (SIR) ratio and to include an eight percent (8%) administrative fee paid to Laredo Municipal Housing.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The Laredo Municipal Housing (LMH) owns 64 rental units at the Tomas Flores Apartment Complex. The rental units were constructed in 1987 and are 29 years old. The LMH has an opportunity to work in partnership with AEP and AEP's consulting firm, Frontier Associates, to undertake energy efficiency improvements at the Tomas Flores Apartments located at 2301 and 2302 Lafayette St. Frontier Associates makes available grant assistance of up to \$6,500.00 per unit to cover the costs associated with the replacement and installation of heating and cooling systems, insulation, solar window screens, and appliances which help to reduce energy use and costs.

Of the 64 tenants residing at the Tomas Flores Apartments 58 (91%) tenants qualify within the 200% federal poverty guidelines. According to



Frontier Associates, when 91% of the tenants qualify within a housing complex all units qualify for the weatherization program.

AEP partnered with Frontier Associates LLC, a Texas Limited Liability Company in order to oversee the disbursement of grant funds and to offer training on the AEP website to record, report, and request drawdown funds as units are renovated. As part of the \$6,500.00 provided to each unit, the LMH will be able to collect an 8% administrative fee on actual costs.

#### **COMMITTEE RECOMMENDATION**

N/A

#### **STAFF RECOMMENDATION**

Staff recommends approval of this public hearing and introductory ordinance

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#### **Fiscal Impact**

**Fiscal Year:** FY 2016

**Budgeted Y/N?:**

**Source of Funds:** Grant

**Account #:** 555-3970

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

#### **FINANCIAL IMPACT:**

Increase Revenues and expenses by \$ 220,000. Revenues: Account 555-3970-327-9021 \$ 220,000 Expenses: Account 555-3970-543-2010 \$ 220,000

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#### **Attachments**

Public Hearing & Intro

2016 WP Agreement

2016 TCC LIEE Scope of Work

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## INTRODUCTORY ORDINANCE

**AMENDING THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY 2016 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$220,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE WEATHERIZATION GRANT PROGRAM. THIS GRANT IS BEING PROVIDED TO THE CITY BY AEP AND AEP'S CONSULTING FIRM, FRONTIER ASSOCIATES. THERE IS NO MATCH REQUIREMENT – IT IS BASED ON A REIMBURSEMENT BASIS. THE PROGRAM WILL PROVIDE FOR THE REPLACEMENT OF COMPLETE CENTRAL AIR CONDITIONING AND HEATING UNITS, INSULATION AND OTHER WEATHERIZATION ITEMS AT THE TOMAS FLORES APARTMENTS LOCATED AT 2301 & 2302 LAFAYETTE ST. THE GRANT WILL PROVIDE UP TO \$6,500.00 PER UNIT BASED ON AS ASSESSMENT TO DETERMINE THE APPLICABILITY AND SAVINGS-TO-INVESTMENT (SIR) RATIO AND TO INCLUDE AN EIGHT PERCENT (8%) ADMINISTRATIVE FEE PAID TO LAREDO MUNICIPAL HOUSING.**

WHEREAS, Frontier Associates LLC, a Texas Limited Liability Company has approached the Laredo Municipal Housing to enter into an agreement to participate in the AEP Weatherization Program, so that the Tomas Flores Apartments may undertake energy efficiency improvements;

WHEREAS, tenants residing at the Tomas Flores Apartments may benefit from reduction in cooling and heating costs due to the energy efficiency improvements;

WHEREAS, the Laredo Municipal Housing shall go out on bids to contract energy efficiency improvements such as central air and heating systems, insulation and other weatherization items;

WHEREAS, Frontier Associates LLC, a Texas Limited Liability Company will assist and train staff at the Laredo Municipal Housing on the AEP website to record, report and request drawdown funds as units are renovated;

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

Section 1: Amending the City of Laredo's Municipal Housing FY 2016 budget by appropriating additional revenues and expenditures in the amount of \$220,000.00 for the Weatherization Grant Program.

Section 2: Authorizing the City Manager to execute all necessary documents related to the Weatherization Grant Program.

Section 3: This Ordinance shall become effective upon passage thereof.

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



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PETE SAENZ, MAYOR

ATTEST:

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HEBERTO “BETO” L. RAMIREZ  
ACTING CITY SECRETARY

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APPROVED AS TO FORM:  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY



**SERVICES AGREEMENT  
BETWEEN  
FRONTIER ASSOCIATES LLC AND CITY OF LAREDO**

This consulting agreement is between Frontier Associates LLC, a Texas Limited Liability Company, (Frontier, Company) and City of Laredo (AGENCY).

Whereas, Frontier has been engaged by AEP Texas Central Company, a Texas corporation, (TCC) to assist with delivery of energy efficiency services to certain income- qualified TCC customers; and

Whereas, Frontier has an existing contract with TCC (the “Contract”); and

Whereas, Frontier desires to obtain from AGENCY the services described herein and in the Scope of Work, attached to this Agreement (“Agreement”) as Appendix A, and AGENCY desires to provide such services:

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services. AGENCY will provide services (the “Authorized Work”) to Frontier with respect to Frontier’s obligations under the Agreement, as described in Appendix A, Scope of Work. The Scope of Work may be modified during the term of this Agreement, based on changes to the Contract between TCC and Frontier. If the Scope of Work is modified, the AGENCY will have the option to continue providing services under the terms of the revised Scope of Work and this Agreement, or may terminate this Agreement, in accordance with Section 6b.
2. Term. The term of this Agreement shall terminate on December 31, 2016, unless extended per mutual written consent by Frontier and AGENCY. All Authorized Work shall be completed by November 30, 2016, unless a modified timetable is agreed to in writing by both parties.
3. Independent Contractor and Subcontractors. AGENCY shall be fully responsible for all acts and omissions of its Personnel and its Subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the AGENCY’s subcontractors or suppliers.
4. Standards, Codes, Laws And Regulations. AGENCY shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local



and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

- a. AGENCY shall ensure that all permits, governmental fees and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Agreement Documents are secured.

5. Termination for Cause. If AGENCY fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). AGENCY shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:

- a. the failure, refusal or inability of the AGENCY to perform any material aspect of the Authorized Work in accordance with the Scope of Work (except as specified in Section 22, "Force Majeure"); or
- b. AGENCY has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- c. a court of law has enjoined AGENCY from performing the Authorized Work; or
- d. In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested AGENCY to take steps necessary to accomplish the required progress and completion and/or cost containment, and AGENCY has failed to do so; or
- e. AGENCY has misused the corporate name, brand, or logo associated with TCC or Frontier Associates.

6. Termination for Convenience. Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason.



If, however, after consulting with Frontier, it is AGENCY's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, AGENCY, with Frontier's written concurrence, may complete that portion of the Work.

- a. AGENCY shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. AGENCY shall make every reasonable effort to minimize any additional expense pursuant to this Section.
  - b. AGENCY may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.
7. Reporting. AGENCY will provide data and draft materials for inclusion in periodic progress reports. The following supporting documentation is required to substantiate Agreement expenditures:
  - a. Summary of completed weatherized homes, submitted through Frontier's online reporting systems.
  - b. Copies of signed Customer Certification forms, Income Verification forms and NEAT audit report forms, uploaded to the Program database.
  - c. Other Direct Costs. All AGENCY costs shall be recovered as weatherization and allowable repair expenses, unless previously approved in writing as an authorized non-weatherization expense.
8. Payment. Frontier shall reimburse AGENCY for actual costs incurred in the performance of the Authorized Work, plus an administrative fee of eight percent (8%). For the initial term specified in Section 2.0, the AGENCY will be allocated \$220,000 in funding to perform Authorized Work under the terms of this



Agreement. This allocation is subject to the AGENCY's ability to expend allocated funds in a consistent and timely manner. Frontier reserves the right to reduce any or all of the allocated funds due to untimely expenditure of funds or non-compliance with any term or terms of this Agreement. Frontier also reserves the right to reduce or cancel any of the allocated funds if the Contract Term or other terms of Frontier's Contract with TCC are modified. Upon the timely expenditure of the funds initially allocated to AGENCY, Frontier may allocate additional funding to AGENCY for Authorized Work under the terms of this Agreement. Frontier will make advance payments for Authorized Work upon receipt of properly-completed work orders submitted via the on-line database. Frontier will attempt to make these advance payments within ten days of work order submittal. AGENCY will have 45 days from the date the work order was submitted to complete Authorized Work for each work order and update installation information via the on-line database. Any amounts over or underpaid to AGENCY based on the difference between Authorized Work on a work order and actual work performed will be subject to reconciliation on the next work order, or in the case of work completed near the end of Agreement Term, within 30 days. Timely reimbursement of costs is contingent on AGENCY's submitting work orders, invoices and supporting documentation.

9. Milestones. As a benchmark for determining the AGENCY's ability to expend allocated funds in a timely manner, as of September 30, 2016, the total amount spent and /or encumbered should be equal to at least 75 percent of the allocated amount referenced in the above paragraph.
10. Maximum Payment per Home. The maximum payment, inclusive of all AGENCY costs for work performed under this Agreement is \$6,500 per home.
11. Unanticipated Costs. Each party shall be separately responsible for any unanticipated fees, taxes, or costs necessary for the completion of that party's scope of work.
12. Warranty. AGENCY warrants that all work be performed in a good and workmanlike manner using material of suitable quality.
13. Inspection. All Work performed by AGENCY shall be subject to the inspection and approval of TCC, Frontier, or their authorized representatives after project



completion, but such approval shall not relieve AGENCY of responsibility for the proper performance of the Work. AGENCY shall provide sufficient, safe and proper facilities at all times for such inspection of the Work and shall furnish all information concerning the Work and grant Frontier or its duly authorized representative free access at all reasonable times to AGENCY's facilities where the Work under this Agreement is performed.

14. Records and Audit. AGENCY's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, or certification forms, or of any invoices, payments or claims based on AGENCY's actual costs incurred, or units expended, directly in the performance of the Work under this Agreement. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to AGENCY pursuant to this Agreement.
15. Use of Name. AGENCY may not use TCC's or Frontier's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without TCC's or Frontier's prior written consent.
16. Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. AGENCY is expressly prohibited from using TCC's or Frontier's name in any publication, advertising, or promotion without written approval TCC's and Frontier' prior written consent.
17. Indemnity. AGENCY agrees to defend, hold harmless and indemnify Frontier and TCC, their officers, directors, employees, agents and independent contractors, and each of TCC's affiliates and each of their respective officers, directors, employees, agents and independent contractors (Company Group) from all claims, damages or causes of action by AGENCY, AGENCY's employees and any other person or entity arising in any way from this contract or Work performed hereunder.



18. Certification. Prior to conducting any assessments, AGENCY shall submit to Frontier for its review and approval the name of the person or persons who will be performing assessments, along with proof of qualifying certification. Below is a list of the certifications and certifying organizations that shall be considered to be qualifying.

- i. HERS Rater: Residential Energy Services Network(RESNET) ☐  
HESP (Home Energy Service Professional): RESNET ☐  
Energy Smart Contractor: RESNET ☐  
Building Analyst Professional: Building Performance Institute (BPI) ☐  
Building Envelope Professional: BPI

Additional types of certification and/or summary statement of qualifications may be considered for approval at the sole discretion of Frontier.

19. Insurance. Prior to beginning any services, AGENCY shall submit to Frontier, Certificates of Insurance evidencing the coverages listed by the AGENCY in its application. The insurance coverages set forth in AGENCY's application shall be maintained during the term of this agreement, and for coverages provided on a claims-made basis, for a period of not less than six months from the termination date of this agreement.

20. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier:	Agency:
Jay Zarnikau	Jesus M. Olivares
President	City Manager
Frontier Associates LLC	City of Laredo
1515 S Capital of Texas Hwy	1110 Houston Street
Ste. 110	Laredo, TX 78040
Austin, TX 78746-6544	



Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

21. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.
22. Time is of the Essence. The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.
23. No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.
24. Applicable Law. This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.
25. Assignment Prohibited. This Agreement may not be assigned without the written consent of Frontier. Arrangements between AGENCY and subcontractor or subcontractors which result in the assumption of substantial contractual obligations by the subcontractor shall be considered as an assignment, and shall be subject to the provisions of this paragraph.
26. Modification. This Agreement may not be modified except by written agreement.
27. Force Majeure. Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this Section, Force Majeure is defined as: Acts of war and acts of god such as earthquakes, floods and other natural disasters, or actions of others, including but



not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

28. No Joint Enterprise. Each party shall perform its obligations under this Agreement as independent contractors, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

29. Attorney's Fees. In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' fees.

AGREED as of \_\_\_\_\_, 2016.

**FRONTIER ASSOCIATES LLC**

**CITY OF LAREDO**

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

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

Name: Jay Zarnikau

Name: Jesus M. Olivares

Title: President

Title: City Manager



## APPENDIX A

### SCOPE OF WORK

- 1.0 Referenced Agreement. All Work shall be accomplished in accordance with the weatherization services agreement between Frontier Associates LLC, a Texas Limited Liability Company, (Frontier) and participating agency (AGENCY).
- 2.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. When possible, agency will also screen for ineligibility conditions listed in section 4.0 before scheduling an on-site assessment. The target market for the program includes income-eligible, individually-metered, single and multifamily residential customers of AEP Texas Central Company. Agency will verify that the customer premise is in the electric distribution service territory of AEP Texas Central Company by obtaining the ESI ID or meter ID number from the customer and inputting this number into the program database.
- 3.0 Assessments. For customers determined to be eligible using the procedures outlined in Section 2.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:
- 3.1 Attic insulation
  - 3.2 Wall insulation
  - 3.3 Energy Star® LED lights
  - 3.4 Solar screens
  - 3.5 Replacement Energy Star® central air conditioners and heat pumps
  - 3.6 Replacement Energy Star® refrigerators in multi-family units only
  - 3.7 Water heating measures (for electric water heaters)
  - 3.8 Air infiltration control measures
  - 3.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to, verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

- 4.0 Assessment Fee. The fee for conducting assessments shall be as follows:

Assessment Type	Assessment Fee
Single-family NEAT with blower door and duct blaster:	\$375



Assessment Type	Assessment Fee
Same as above with no duct blaster:	\$275
Multifamily with NEAT and blower door, but no duct blaster:	\$225
Multifamily with NEAT-based priority list:	\$100

The above fee schedule is inclusive of all costs, including travel and any other related expenses. Only assessments conducted on eligible customer homes are eligible for payment. Homes with any of the following conditions will not be eligible for weatherization services:

- Any mold present
- Tarp on roof or obvious roof damage
- Sheet rock missing in ceiling
- Severe foundation problems
- Non-working plumbing, e.g., toilets
- Red-tagged gas appliances

Agency shall make every attempt to screen for these conditions prior to scheduling an assessment. In the event the customer does not disclose any of these conditions and the assessor determines after inspecting the home that the home is not eligible due to one or more of the above conditions, Agency will be eligible for a \$75 payment. If this fee is paid for a home that subsequently is repaired and becomes eligible, the \$75 will be deducted from any future assessment fee payment for that home.

- 5.0 Determination of Measures to be Installed. The NEAT audit will be configured with measure cost, weather, and utility rate data specific for the Program. The NEAT audit will be used to determine which measures are eligible to be installed, up to the **maximum expenditure of \$6,500 per home.** Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment fees, measure installation costs and administrative payments.
- 6.0 Work Order Submittal. Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates.
- 7.0 Work Order Payment. Frontier shall provide payment to Agency for properly-submitted work orders. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures, including the Agency administration fee.
- 8.0 Installation of Measures. Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-



five (45) calendar days of work order submittal.

- 9.0 Installation Reporting. Agency shall update installation data using the Program database for each home as soon as measures are installed. In addition to updating the installation data, Agency shall upload a copy of the Customer Certification Form, a copy of the Income Verification Form, and a copy of the NEAT audit report.
- 10.0 Agency Administration Fee. The Agency's administration fee is eight percent (8%) of the measure installation costs.
- 11.0 Reconciliation of Work Order Payment. Frontier shall reconcile the total amount due on the work order against any adjustments to amounts payable for previous work orders. Any amount previously over or under paid shall be credited against or added to the amount requested on the current work order, or in the case of work completed near the end of Agreement Term, within thirty (30) calendar days.



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Killam Development LTD, Owner; RE Kitchens LLC/Evelyn Sames and Rebeca Casso, for Anise Kitchen & Market Restaurant, Applicant(s)

**Staff Source:** Nathan R. Bratton

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 220; providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.  
District VI

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** Restaurant Serving Alcohol

**Site:** 11 Suites Commercial Building (proposed Anise Kitchen & Market Restaurant, proposed Trattoria Mia Restaurant, and proposed Sushi Madre 4 Restaurant, and 8 more available suites).

**Surrounding land uses:** North, of the property is Winfield residential subdivision. East of the property are, Cibolo Village (multi-family complex), and Plaza del Mar (a commercial plaza under construction) and further down across the street is Country Commercial (with 11 suites for commercial use). South of the property are Alexander High School and Alexander Subdivision. West of the property are Alexander Subdivision and Winfield Subdivision.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Del Mar Blvd. as a



Modified Major Arterial (90') and Winfield Parkway as a Major Collector (200').

**Letters sent to surrounding property owners: 21**

In Favor: 1

Opposed: 1

**COMMITTEE RECOMMENDATION**

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

**STAFF RECOMMENDATION**

Staff **does not support** the proposed Special Use Permit.

**STAFF COMMENTS**

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff does not support the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP location does not meet distance requirements as per Ordinance 2013-O-005, Section 24.93.7 (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door to the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
2. The proposed SUP for a restaurant selling alcohol is not compatible with the existing zones and surrounded uses in this section of Del Mar Blvd.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; RE Kitchen, LLC, for Anise Kitchen & Market Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 191.26 S.F. Floor Plan B, Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.



3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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



**FINANCIAL IMPACT:**  
N/A

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**Attachments**

Ordinance 2016-O-  
Color Maps  
Exhibits A & B  
Color Pictures

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## ORDINANCE NO. 2016-O

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, LOCATED AT 3402 DEL MAR BLVD., SUITE 220; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 220, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 220.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; RE Kitchen, LLC, for Anise Kitchen & Market Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 191.26 S.F. Floor Plan B, Suite 220, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.



7. Outdoor ambient music and speakers shall be permitted and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all



Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.



ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):



(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO "BETO" L. RAMIREZ  
ACTING CITY SECRETARY

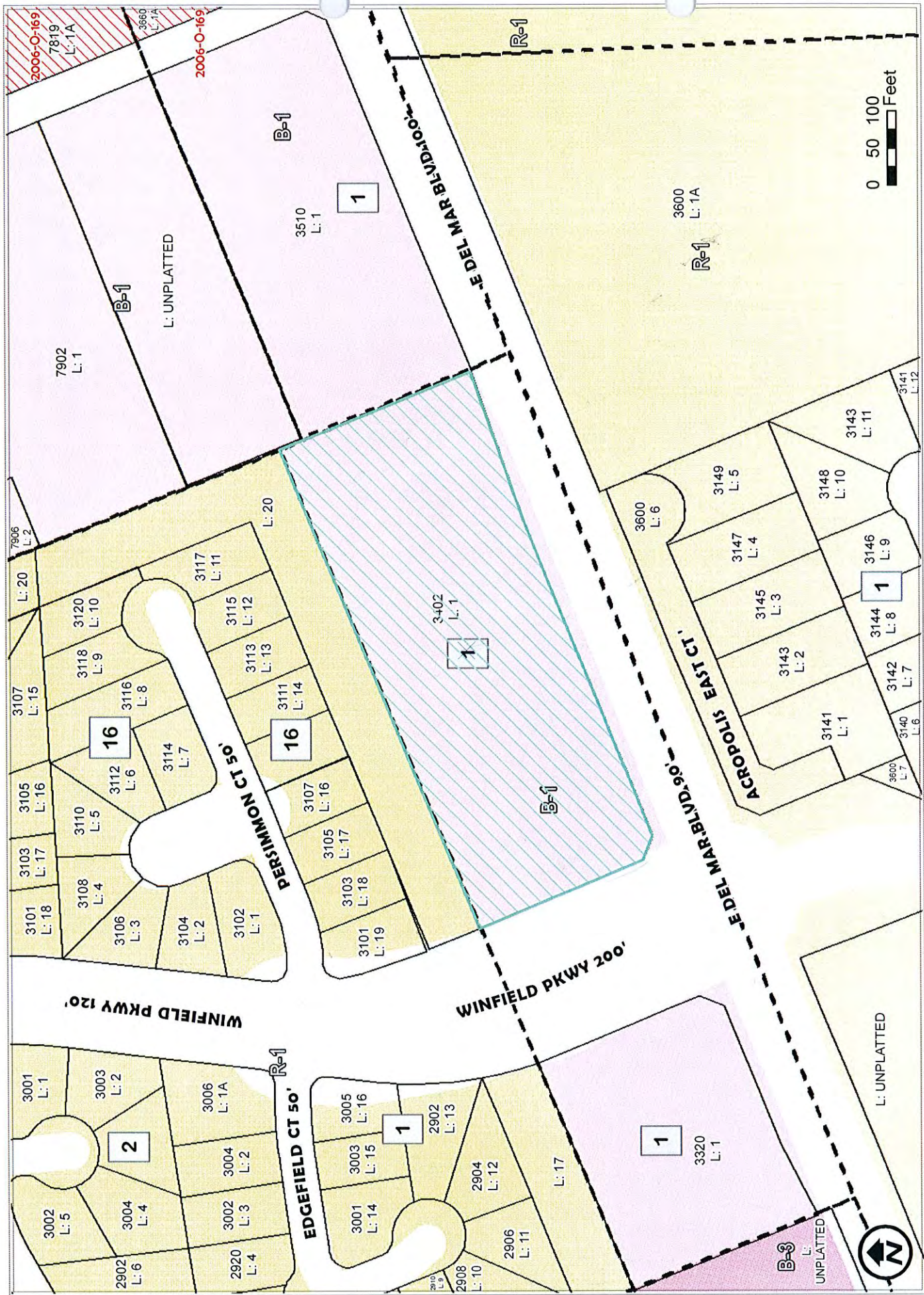
APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

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









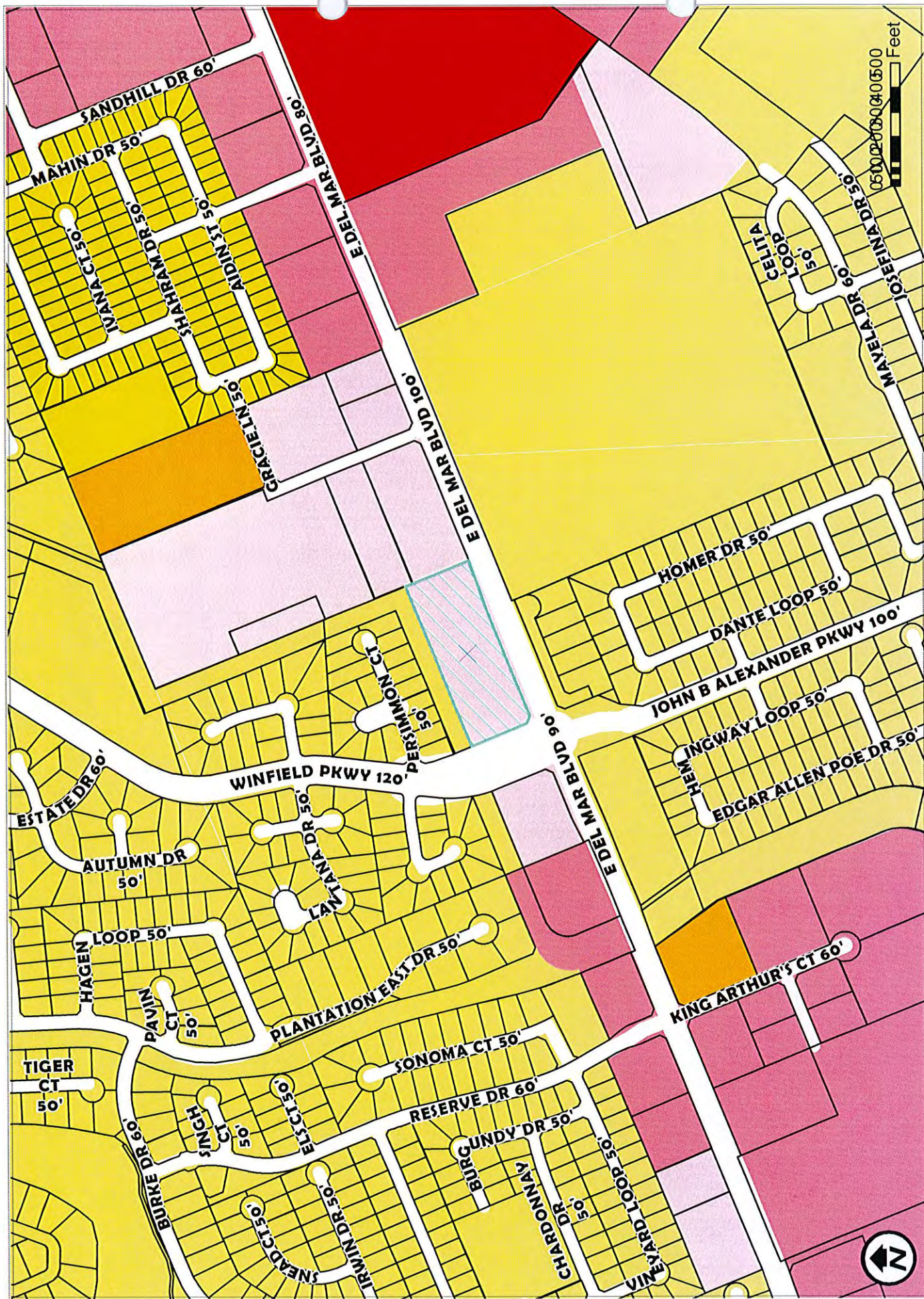
S.U.P. (SPECIAL USE PERMIT)  
 C.U.P. (CONDITIONAL USE PERMIT)  
 S.U.P. & C.U.P.

APPLICATION FOR  
 S.U.P. (SPECIAL USE PERMIT)  
 -> RESTAURANT SERVING ALCOHOL

ZC-28-2016  
 COUNCIL DISTRICT 6  
 3402 E DEL MAR BLVD STE 220

ZONING MAP  
 1 inch = 166 feet  
 Date: 4/1/2016





APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-28-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 220

ZONING OVERVIEW  
1 inch = 500 feet  
Date: 4/1/2016

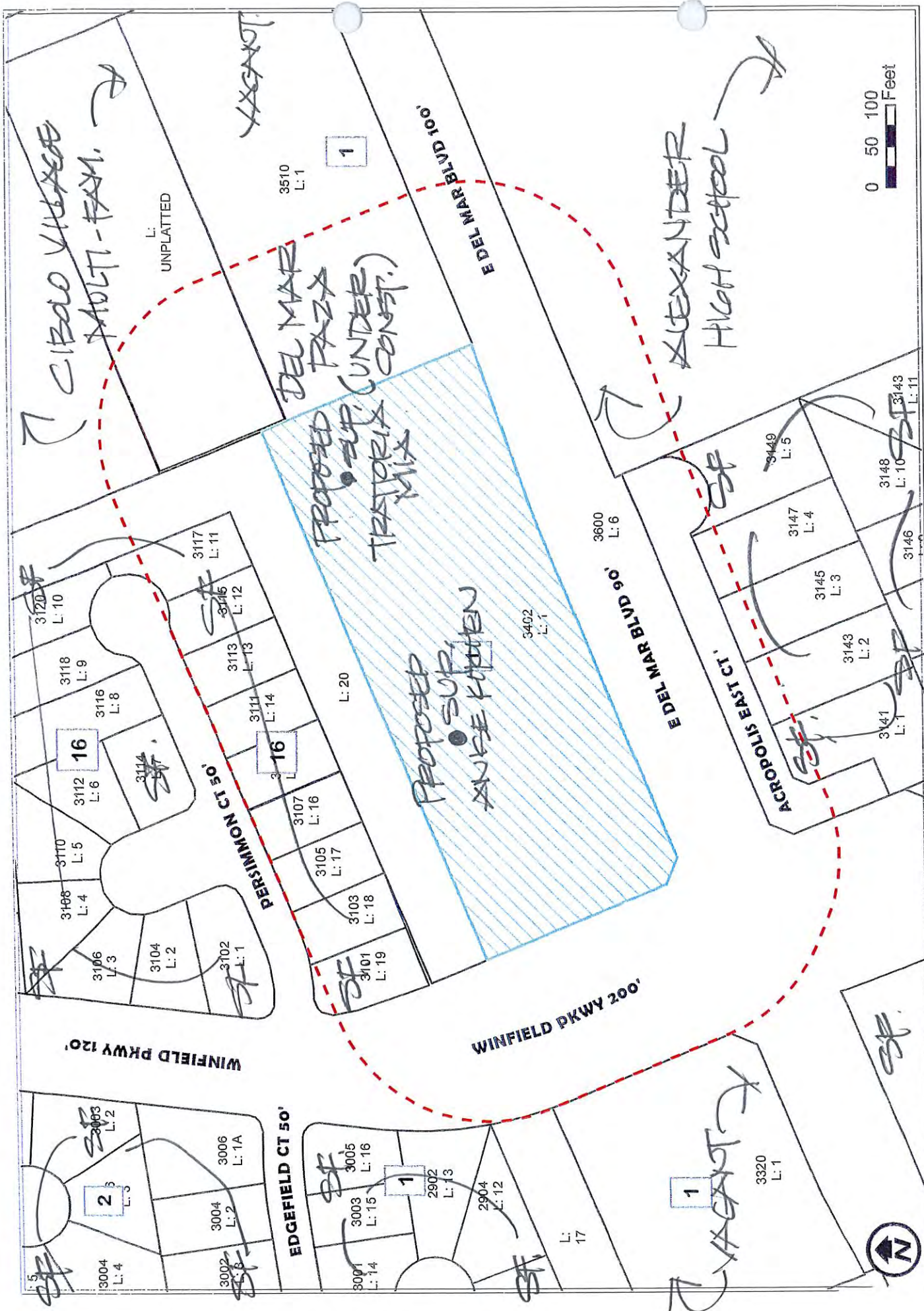










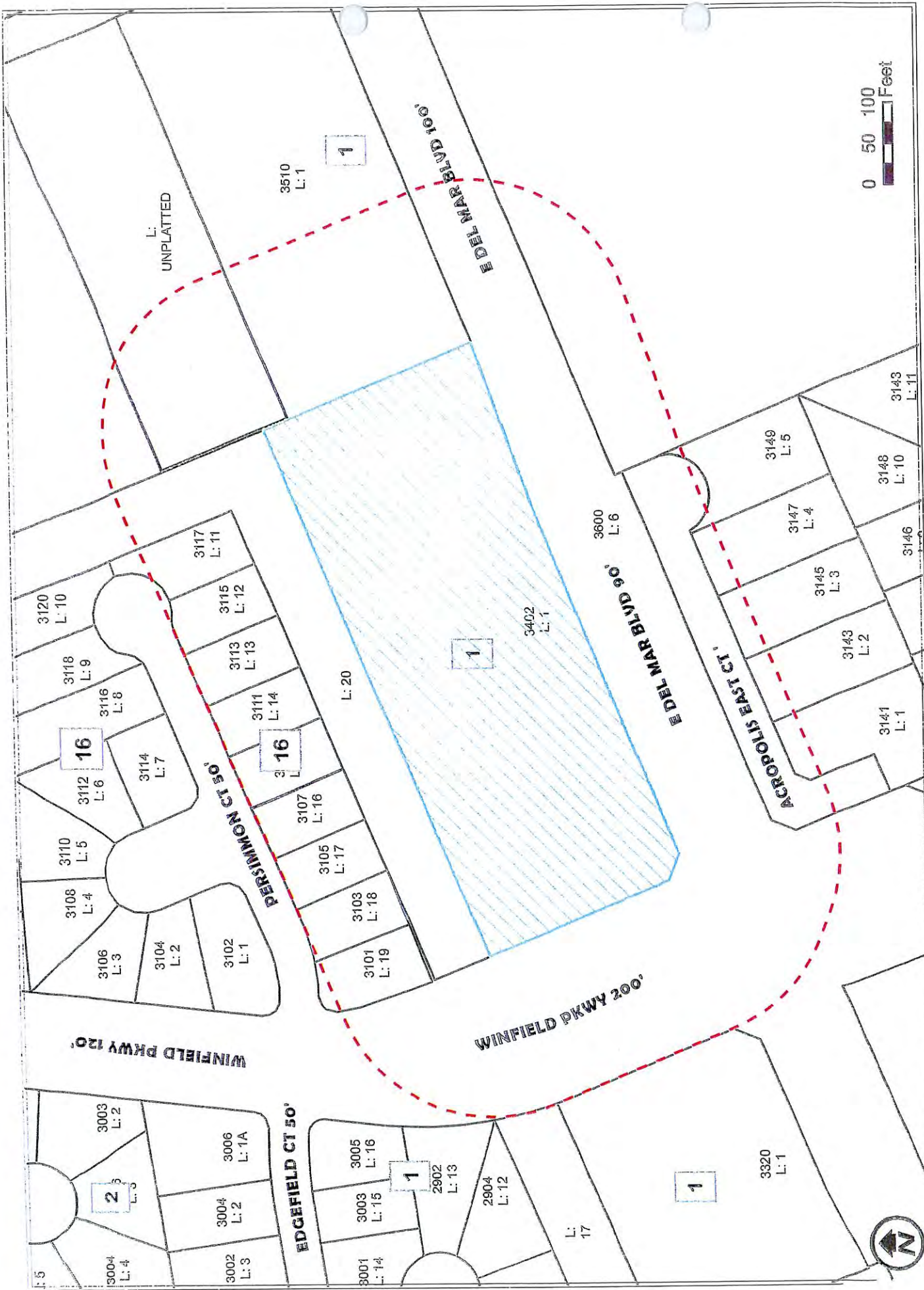


APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-28-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 220

200' NOTIFICATION  
1 inch = 150 feet  
Date: 4/1/2016





APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-28-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 220

200' NOTIFICATION  
1 inch = 150 feet  
Date: 4/1/2016













CONSULTANT

KILLAM COMPANIES  
WINFIELD RETAIL CENTER  
14500 N. 78TH ST.  
EDMONT, ALBERTA T6C 1B5



DATE: 2/15/16  
REVISIONS:  
ADD ROOM 2  
DRAFT C



FLOOR PLAN-B

FLOOR PLAN LEGEND

- 1. WALLS
- 2. DOORS
- 3. WINDOWS
- 4. FLOORS
- 5. CEILING
- 6. ROOF
- 7. STAIRS
- 8. ELEVATORS
- 9. MECHANICAL
- 10. ELECTRICAL
- 11. PIPING
- 12. FURNITURE
- 13. SIGNAGE
- 14. LANDSCAPE
- 15. OTHER

Scale: 1/8" = 1'-0"

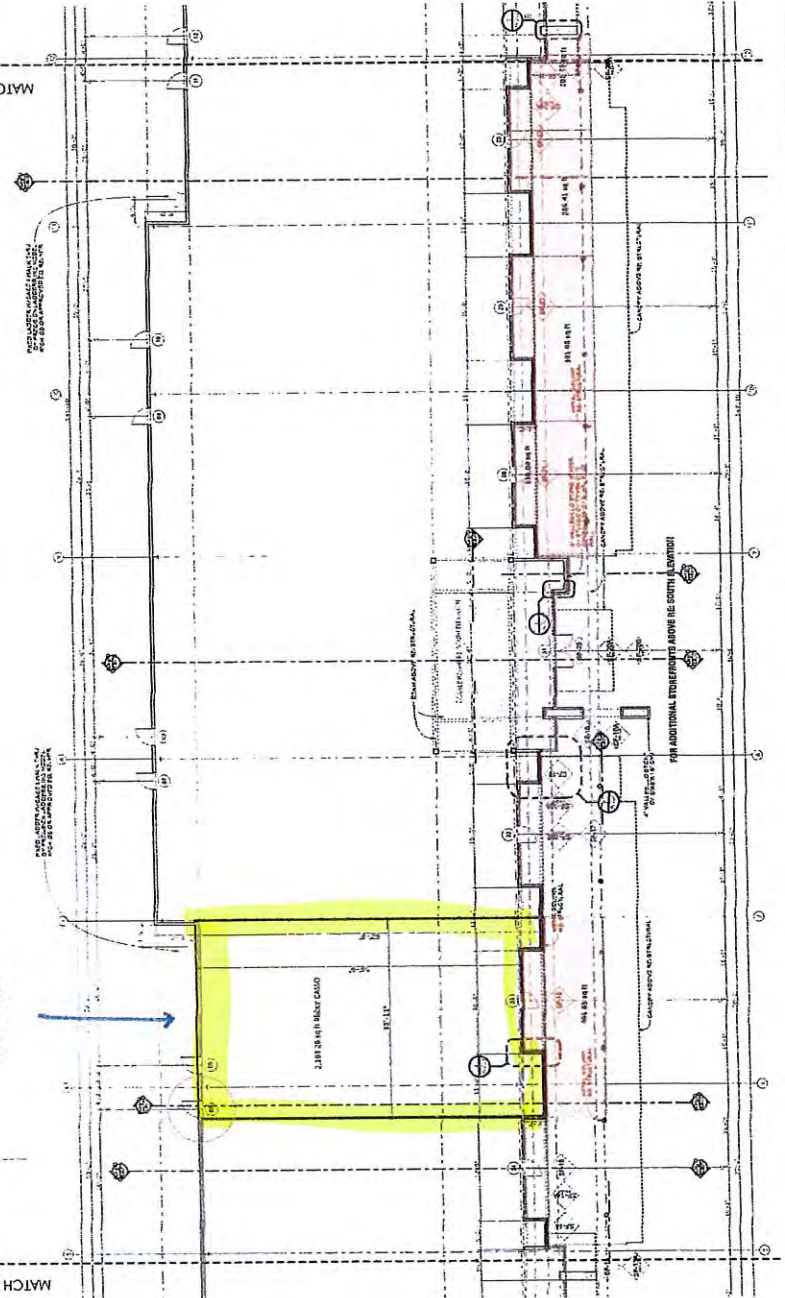
North Arrow

Legend

Notes

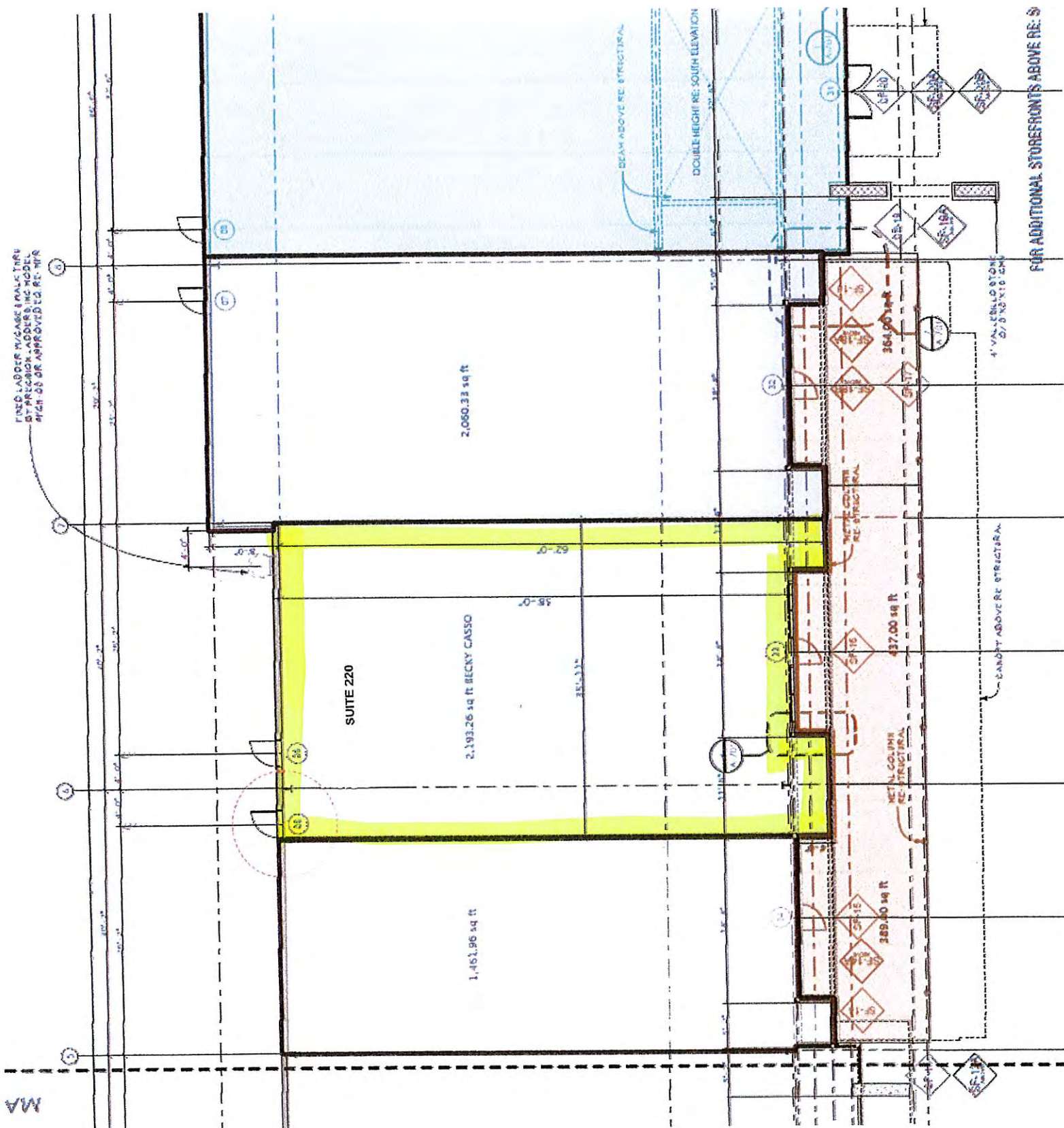
1. All dimensions are in feet and inches.

2. All areas are to be finished.



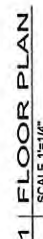
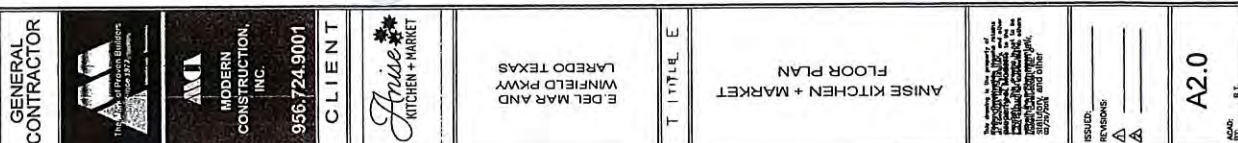
N-B





FOR ADDITIONAL STOREFRONTS ABOVE RE-3





141-1 37406

**GENERAL NOTES:**  
1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS IN THE FIELD  
2. EXTERIOR ELECTRIC INSTALLATION FIELD VERIFY W/CONTRACTOR  
3. NON SPRINKLER SYSTEM

DOOR SCHEDULE				WALL LEGEND		SYMBOLLOGY		AREAS SUITE 1103	
MARKING	TYPE	FINISH	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	AREA	DESCRIPTION
1	71	WOOD SKIN	WOOD SKIN	1	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	1	INTERIOR WALL	1008.00 SF	TOTAL AREA
2	71	WOOD SKIN	WOOD SKIN	2	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	2	INTERIOR WALL	45	OCCUPANTS
3	71	WOOD SKIN	WOOD SKIN	3	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	3	INTERIOR WALL		
4	71	WOOD SKIN	WOOD SKIN	4	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	4	INTERIOR WALL		
5	71	WOOD SKIN	WOOD SKIN	5	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	5	INTERIOR WALL		
6	71	WOOD SKIN	WOOD SKIN	6	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	6	INTERIOR WALL		
7	71	WOOD SKIN	WOOD SKIN	7	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	7	INTERIOR WALL		
8	71	WOOD SKIN	WOOD SKIN	8	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	8	INTERIOR WALL		
9	71	WOOD SKIN	WOOD SKIN	9	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	9	INTERIOR WALL		
10	71	WOOD SKIN	WOOD SKIN	10	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	10	INTERIOR WALL		
11	71	WOOD SKIN	WOOD SKIN	11	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	11	INTERIOR WALL		
12	71	WOOD SKIN	WOOD SKIN	12	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	12	INTERIOR WALL		
13	71	WOOD SKIN	WOOD SKIN	13	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	13	INTERIOR WALL		
14	71	WOOD SKIN	WOOD SKIN	14	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	14	INTERIOR WALL		
15	71	WOOD SKIN	WOOD SKIN	15	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	15	INTERIOR WALL		
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18	71	WOOD SKIN	WOOD SKIN	18	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	18	INTERIOR WALL		
19	71	WOOD SKIN	WOOD SKIN	19	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	19	INTERIOR WALL		
20	71	WOOD SKIN	WOOD SKIN	20	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	20	INTERIOR WALL		
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22	71	WOOD SKIN	WOOD SKIN	22	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	22	INTERIOR WALL		
23	71	WOOD SKIN	WOOD SKIN	23	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	23	INTERIOR WALL		
24	71	WOOD SKIN	WOOD SKIN	24	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	24	INTERIOR WALL		
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37	71	WOOD SKIN	WOOD SKIN	37	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	37	INTERIOR WALL		
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41	71	WOOD SKIN	WOOD SKIN	41	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	41	INTERIOR WALL		
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92	71	WOOD SKIN	WOOD SKIN	92	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	92	INTERIOR WALL		
93	71	WOOD SKIN	WOOD SKIN	93	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	93	INTERIOR WALL		
94	71	WOOD SKIN	WOOD SKIN	94	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	94	INTERIOR WALL		
95	71	WOOD SKIN	WOOD SKIN	95	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	95	INTERIOR WALL		
96	71	WOOD SKIN	WOOD SKIN	96	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	96	INTERIOR WALL		
97	71	WOOD SKIN	WOOD SKIN	97	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	97	INTERIOR WALL		
98	71	WOOD SKIN	WOOD SKIN	98	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	98	INTERIOR WALL		
99	71	WOOD SKIN	WOOD SKIN	99	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	99	INTERIOR WALL		
100	71	WOOD SKIN	WOOD SKIN	100	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	100	INTERIOR WALL		
101	71	WOOD SKIN	WOOD SKIN	101	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	101	INTERIOR WALL		
102	71	WOOD SKIN	WOOD SKIN	102	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	102	INTERIOR WALL		
103	71	WOOD SKIN	WOOD SKIN	103	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	103	INTERIOR WALL		
104	71	WOOD SKIN	WOOD SKIN	104	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	104	INTERIOR WALL		
105	71	WOOD SKIN	WOOD SKIN	105	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	105	INTERIOR WALL		
106	71	WOOD SKIN	WOOD SKIN	106	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	106	INTERIOR WALL		
107	71	WOOD SKIN	WOOD SKIN	107	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	107	INTERIOR WALL		
108	71	WOOD SKIN	WOOD SKIN	108	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	108	INTERIOR WALL		
109	71	WOOD SKIN	WOOD SKIN	109	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	109	INTERIOR WALL		
110	71	WOOD SKIN	WOOD SKIN	110	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	110	INTERIOR WALL		
111	71	WOOD SKIN	WOOD SKIN	111	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	111	INTERIOR WALL		
112	71	WOOD SKIN	WOOD SKIN	112	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	112	INTERIOR WALL		
113	71	WOOD SKIN	WOOD SKIN	113	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	113	INTERIOR WALL		
114	71	WOOD SKIN	WOOD SKIN	114	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	114	INTERIOR WALL		
115	71	WOOD SKIN	WOOD SKIN	115	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	115	INTERIOR WALL		
116	71	WOOD SKIN	WOOD SKIN	116	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	116	INTERIOR WALL		
117	71	WOOD SKIN	WOOD SKIN	117	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	117	INTERIOR WALL		
118	71	WOOD SKIN	WOOD SKIN	118	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	118	INTERIOR WALL		
119	71	WOOD SKIN	WOOD SKIN	119	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	119	INTERIOR WALL		
120	71	WOOD SKIN	WOOD SKIN	120	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	120	INTERIOR WALL		
121	71	WOOD SKIN	WOOD SKIN	121	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	121	INTERIOR WALL		
122	71	WOOD SKIN	WOOD SKIN	122	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	122	INTERIOR WALL		
123	71	WOOD SKIN	WOOD SKIN	123	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	123	INTERIOR WALL		
124	71	WOOD SKIN	WOOD SKIN	124	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	124	INTERIOR WALL		
125	71	WOOD SKIN	WOOD SKIN	125	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	125	INTERIOR WALL		
126	71	WOOD SKIN	WOOD SKIN	126	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	126	INTERIOR WALL		
127	71	WOOD SKIN	WOOD SKIN	127	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	127	INTERIOR WALL		
128	71	WOOD SKIN	WOOD SKIN	128	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	128	INTERIOR WALL		
129	71	WOOD SKIN	WOOD SKIN	129	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	129	INTERIOR WALL		
130	71	WOOD SKIN	WOOD SKIN	130	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	130	INTERIOR WALL		
131	71	WOOD SKIN	WOOD SKIN	131	3/4" METAL STUDS @ 16" O.C. WITH LATHES 3/4"	131	INTERIOR WALL		

NOTE: ALL FURNITURE, ELECTRONICS, APPLIANCES, AND ALL OTHER TYPE OF EQUIPMENT SHOWN IS FOR ILLUSTRATION PURPOSES ONLY AND ARE MARKED AS (N.C.) MEANING: NOT IN CONTRACT.



GENERAL CONTRACTOR



MODERN CONSTRUCTION, INC.  
956.724.9001

CLIENT

*Frise*  
KITCHEN + MARKET

E. DEL MAR AND  
WINFIELD PKWY  
LAREDO TEXAS

TITLE E

ANISE KITCHEN + MARKET  
INTERIOR ELEV.

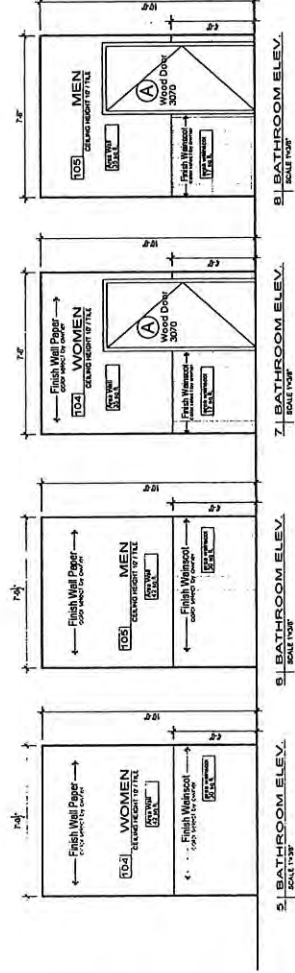
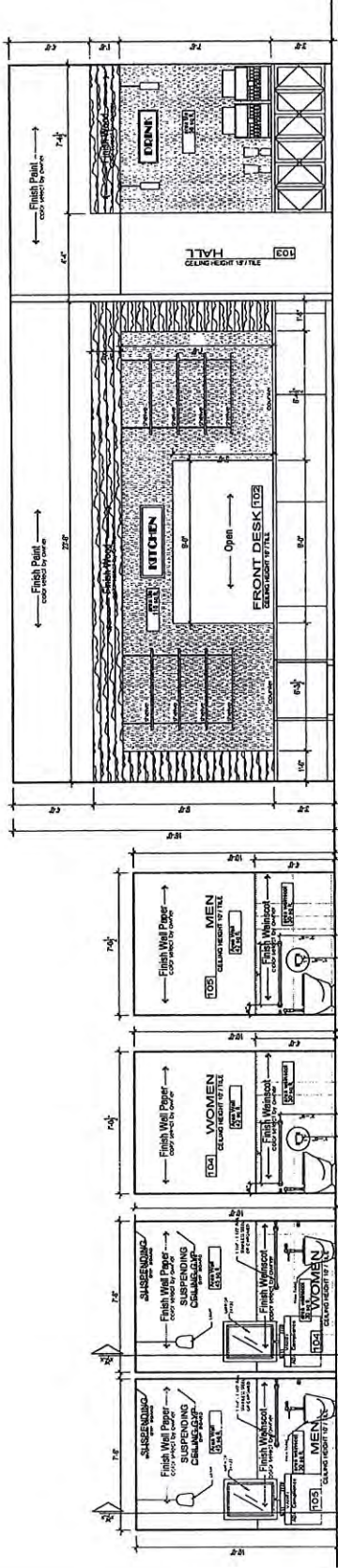
THE DESIGN IS THE PROPERTY OF  
THE ARCHITECT. NO PART OF THIS  
DESIGN MAY BE REPRODUCED OR  
TRANSMITTED IN ANY FORM OR  
BY ANY MEANS, ELECTRONIC OR  
MECHANICAL, WITHOUT THE  
WRITTEN PERMISSION OF THE  
ARCHITECT.

ISSUED:  
REVISION:  
DATE:

A3.0

SCALE: 1/8" = 1'-0"

GENERAL NOTES:  
1. CONTRACTOR TO PROVIDE ALL DIMENSIONS IN THE FIELD.  
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
3. NON SPREADER SYSTEM







Suite #220

#### Narrative Description

R E Kitchen LLC, dba as Anise Kitchen & Market will be a natural foods and clean eating restaurant facility. We will be offering healthy meals including clean proteins (fish, chicken, tofu), vegetarian and vegan options for lunch and dinner. We plan on serving beer, wine and mixed beverages as well. We will have a small retail section of natural home and kitchen products. Proposed hours of operation are from 11:00 am to 11:00 pm. Number of employees is yet to be determined but are likely to be in the 8-10 range. The facility will seat from 55-60 people along with a small patio area with seating. The facility will be open from Monday - Saturday. The Business has 12 spaces per 1,000 sq.ft., the suite being 2,193 sq.ft.

A handwritten signature in blue ink that reads "Rebeca Casso".

Rebeca Casso

Manager

Anise Kitchen & Market



3402 Del Mar Blvd. Suite 220  
SUP for a Restaurant Selling Alcohol  
ZC-28-2016





3402 Del Mar Blvd. Suite 220  
SUP for a Restaurant Selling Alcohol  
ZC-28-2016





3402 Del Mar Blvd. Suite 220  
SUP for a Restaurant Selling Alcohol  
ZC-28-2016





**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Killam Development LTD, Owner; Trattoria M. INC., for Trattoria Mia Restaurant, Applicant

**Staff Source:** Nathan R. Bratton

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 100; providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.  
District VI

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** Restaurant Serving Alcohol

**Site:** 11 Suites Commercial Building (proposed Anise Kitchen & Market Restaurant, proposed Trattoria Mia Restaurant, and proposed Sushi Madre 4 Restaurant, and 8 more available suites. (No other uses provided).

**Surrounding land uses:** North, of the property is Winfield residential subdivision. East of the property are, Cibolo Village (multi-family complex), and Plaza del Mar (a commercial plaza under construction) and further down across the street is Country Commercial (with 11 suites for commercial use). South of the property are Alexander High School and Alexander Subdivision. West of the property are Alexander Subdivision and Winfield Subdivision.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Del Mar Blvd. as a



Modified Major Arterial (90') and Winfield Parkway as a Major Collector (200').

**Letters sent to surrounding property owners: 21**

In Favor: 1

Opposed: 1

**COMMITTEE RECOMMENDATION**

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

**STAFF RECOMMENDATION**

Staff **does not support** the proposed Special Use Permit.

**STAFF COMMENTS**

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff does not support the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP location does not meet distance requirements as per Ordinance 2013-O-005, Section 24.93.7 (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door to the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
2. The proposed SUP for a restaurant selling alcohol is not compatible with the existing zones and surrounded uses in this section of Del Mar Blvd.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; Trattoria M. INC, for Trattoria Mia Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 746.00 S.F. Floor Plan C, Suite 100, as per site plan, Exhibit "A", which is made part hereof for all purposes.



3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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



**FINANCIAL IMPACT:**

N/A

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**Attachments**

- Ordinance-O-
  - Color Maps-ZC-29-2016
  - Exhibits A & B-ZC-29-2016
  - Color Pictures-ZC-29-2016
-



## ORDINANCE NO. 2016-O

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, LOCATED AT 3402 DEL MAR BLVD., SUITE 100; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 100, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, located at 3402 Del Mar Blvd., Suite 100.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; Trattoria M. INC, for Trattoria Mia Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 746.00 S.F. Floor Plan C, Suite 100, as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.



7. Outdoor ambient music and speakers shall be permitted and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all



Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.



ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):



(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

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

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

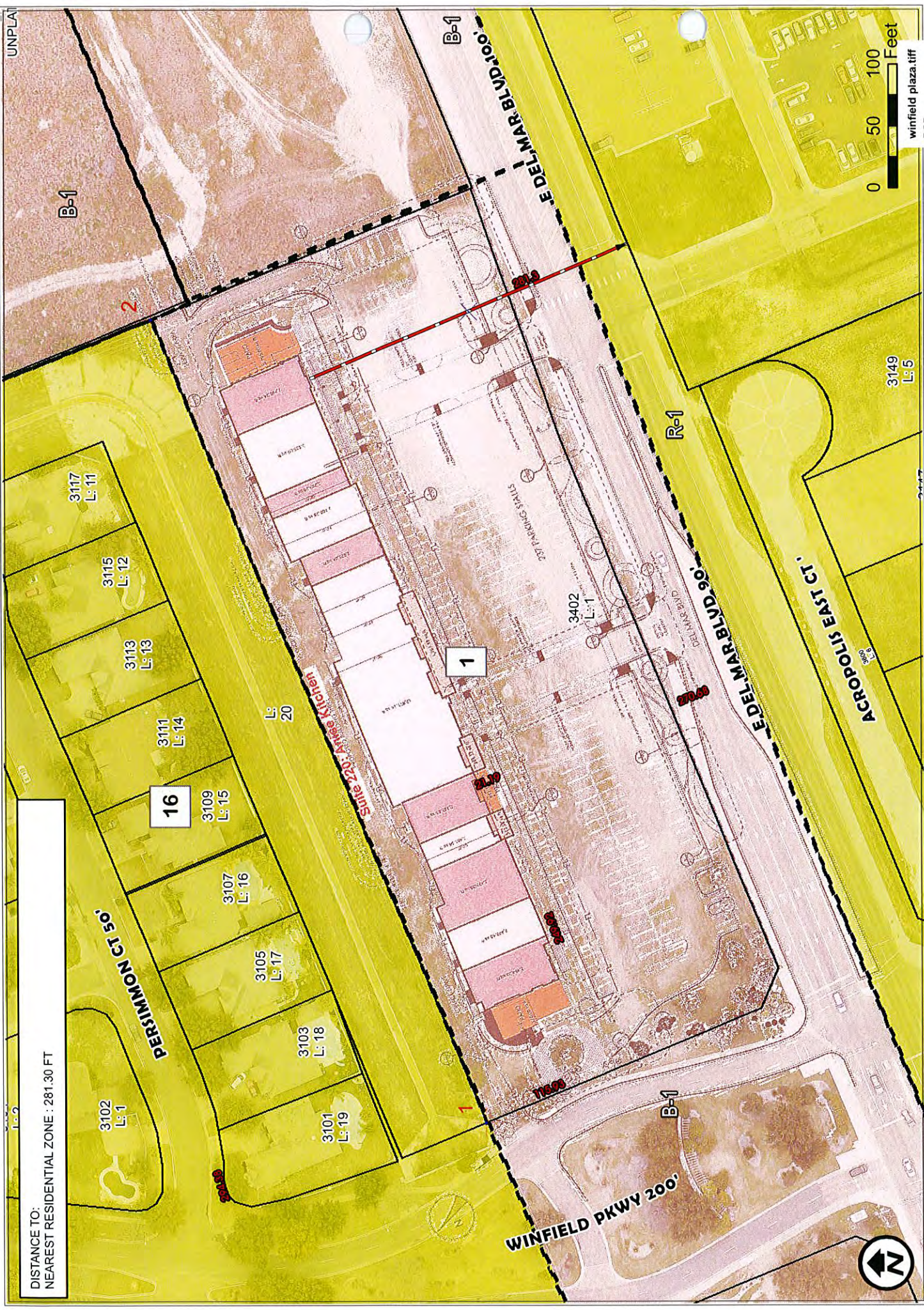
ATTEST:

\_\_\_\_\_  
HEBERTO "BETO" L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

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





DISTANCE TO:  
NEAREST RESIDENTIAL ZONE : 281.30 FT

PERIMON CT 50'

16

3102  
L: 1

3113  
L: 13

3115  
L: 12

3117  
L: 11

3101  
L: 19

3103  
L: 18

3105  
L: 17

3107  
L: 16

3109  
L: 15

3111  
L: 14

3113  
L: 13

3115  
L: 12

3117  
L: 11

L: 20

Suite 220, Anne Kitchen

1

WINFIELD PKWY 200'

B-1

E DEL MAR BLVD 90'

R-1

B-1



3149  
L: 5

ACROPOLIS EAST CT

E DEL MAR BLVD 90'

0 50 100 Feet

winfield plaza.tiff

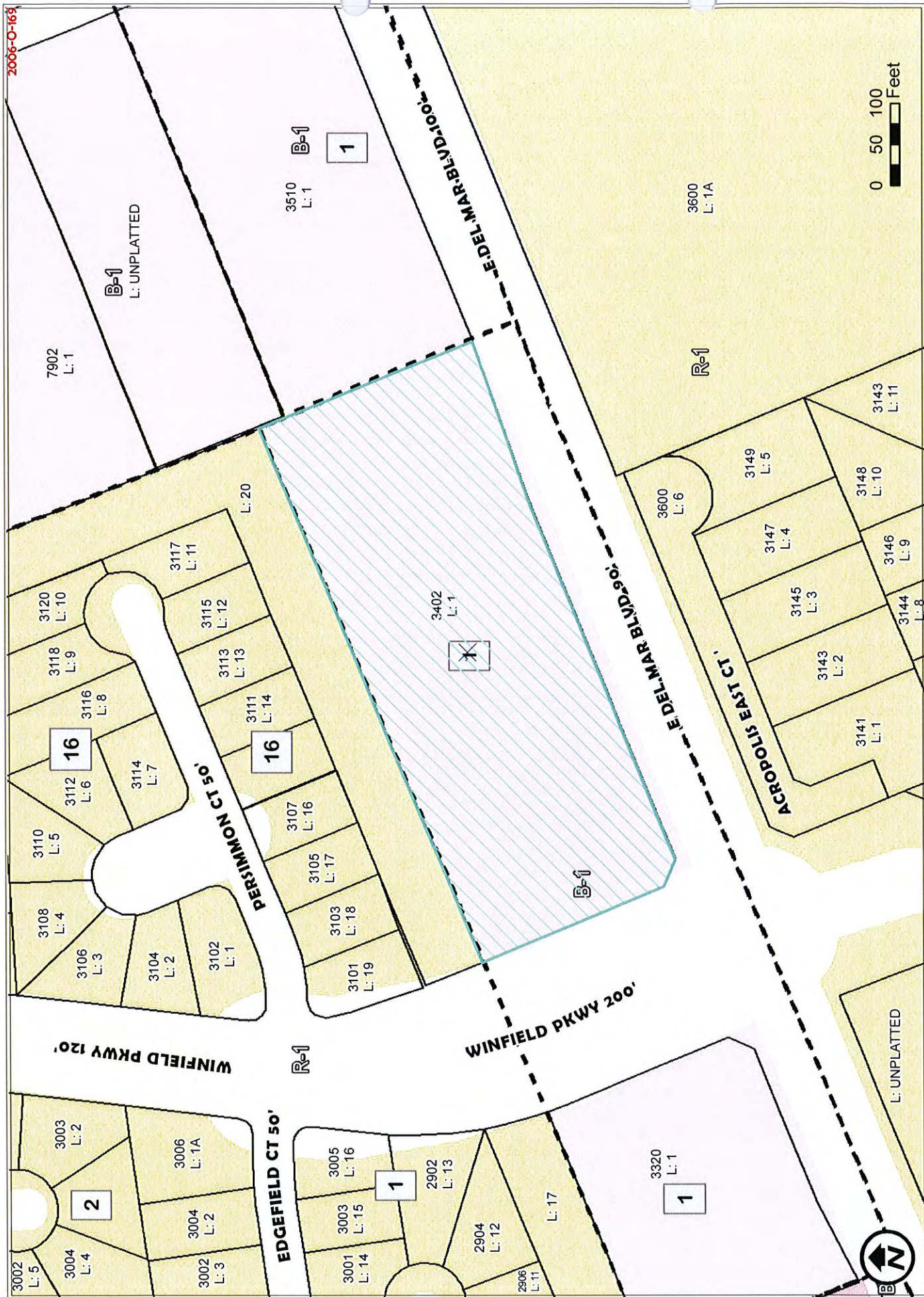
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Blue: Band\_3

APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-29-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 100

MEASUREMENTS  
1 inch = 100 feet  
Date: 4/14/2016





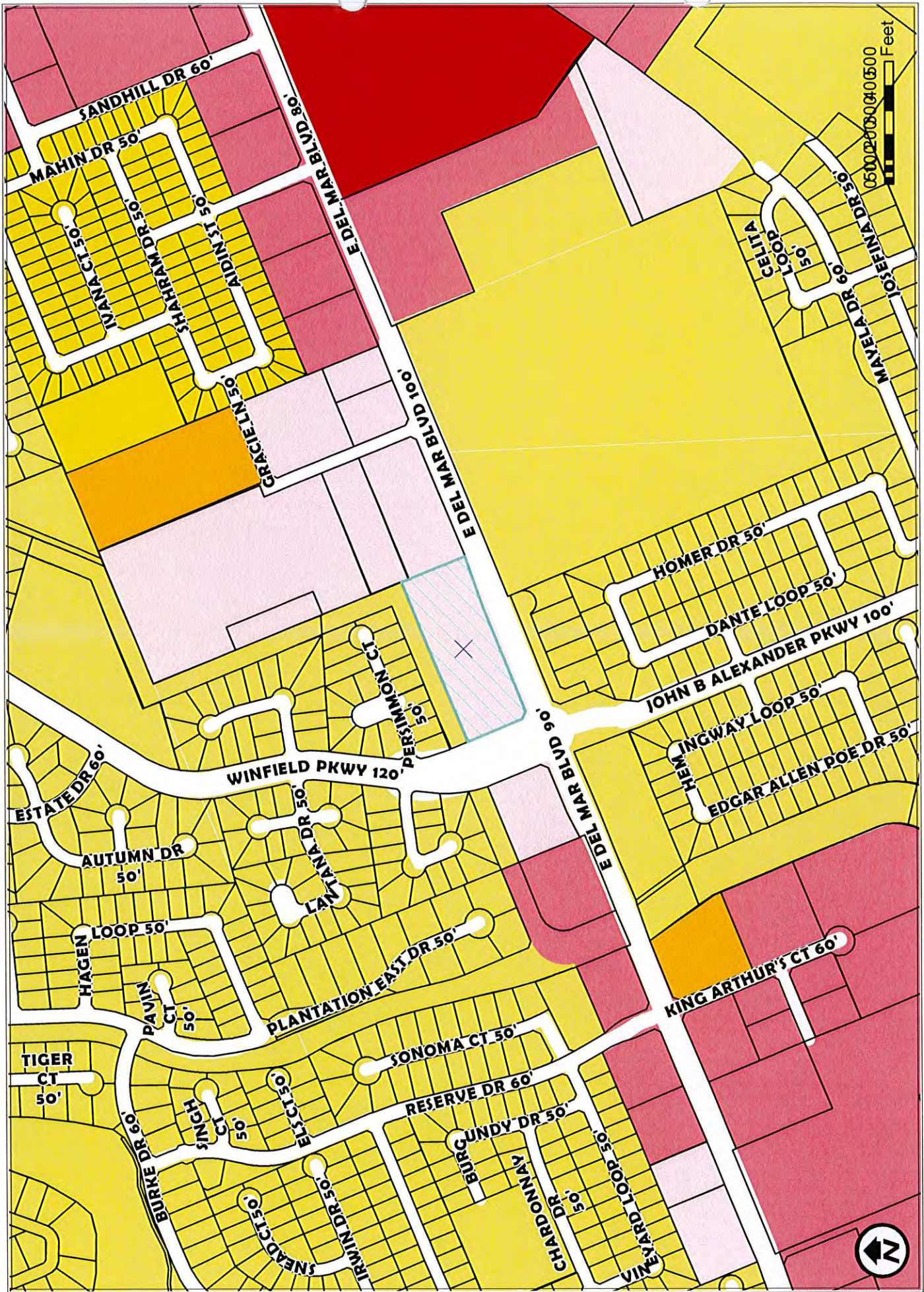
☒ S.U.P. (SPECIAL USE PERMITS)  
☐ C.U.P. (CONDITIONAL USE PERMITS)  
☐ S.U.P. & C.U.P.

**APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL**

**ZC-29-2016**  
**COUNCIL DISTRICT 6**  
**3402 E DEL MAR BLVD STE 100**

**ZONING MAP**  
**1 inch = 150 feet**  
**Date: 4/1/2016**





APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

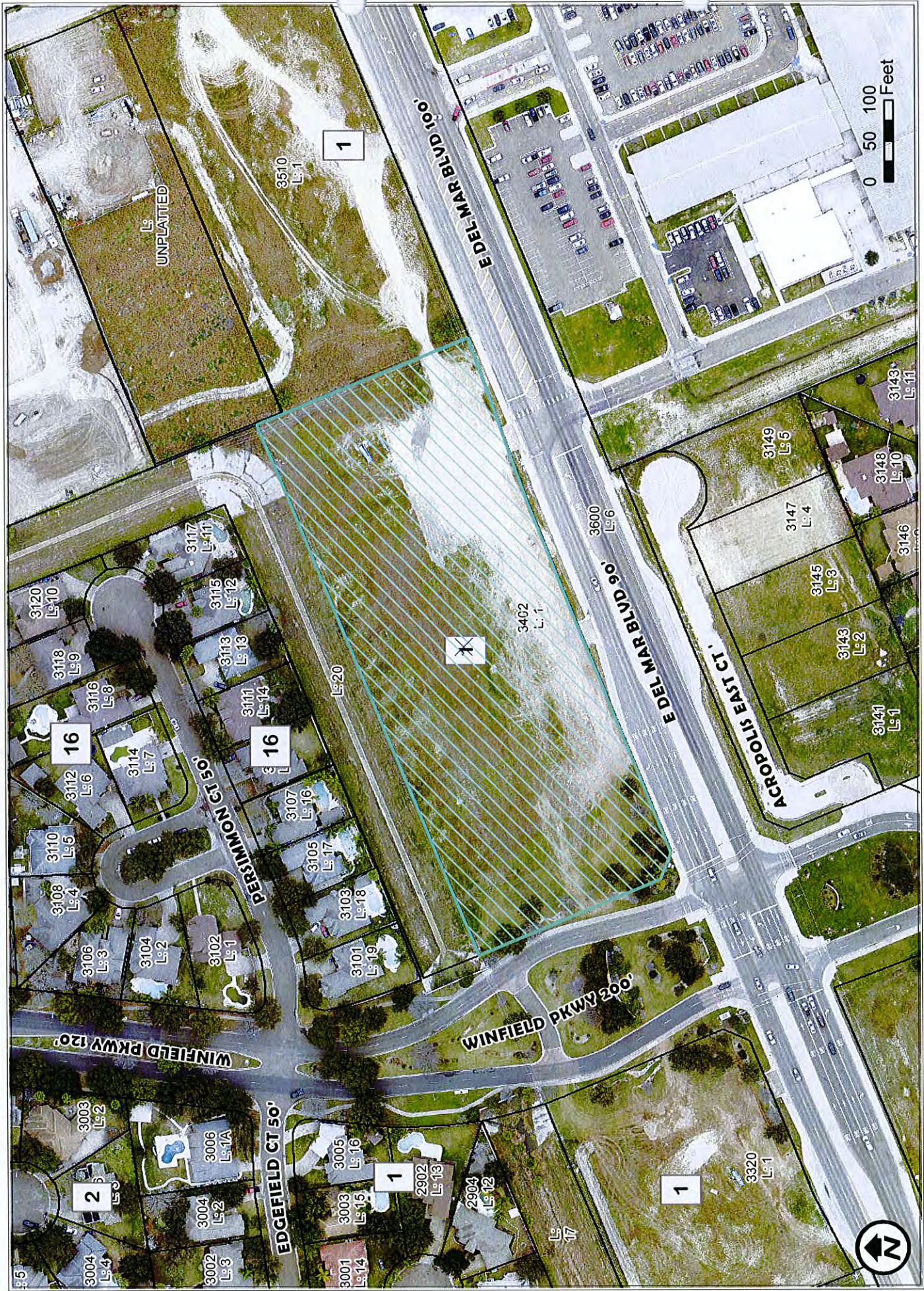
ZONING OVERVIEW  
1 inch = 500 feet  
Date: 4/1/2016

ZC-29-2016

COUNCIL DISTRICT 6

3402 E DEL MAR BLVD STE 100



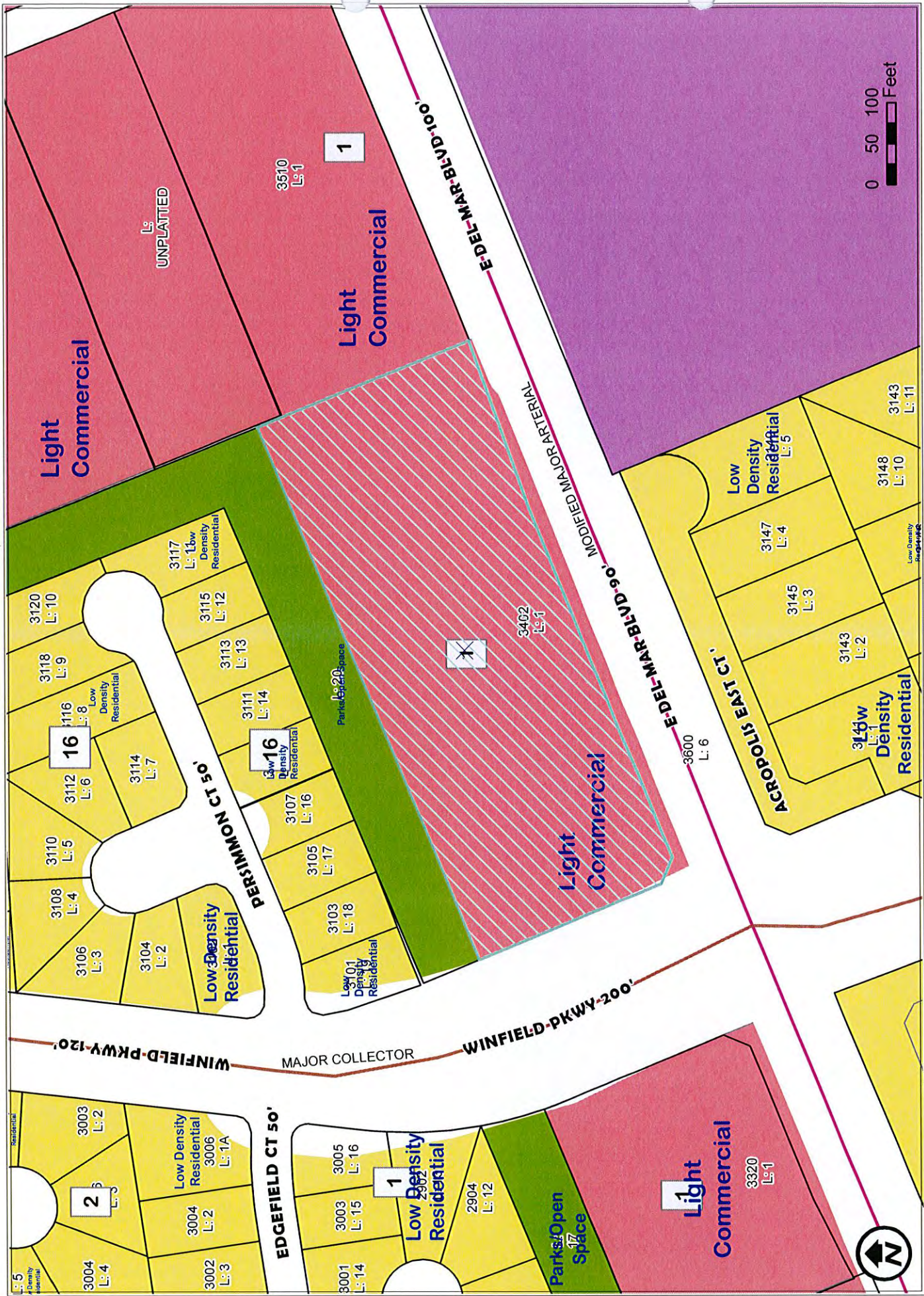


APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-29-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 100

AERIAL MAP  
1 inch = 150 feet  
Date: 4/1/2016

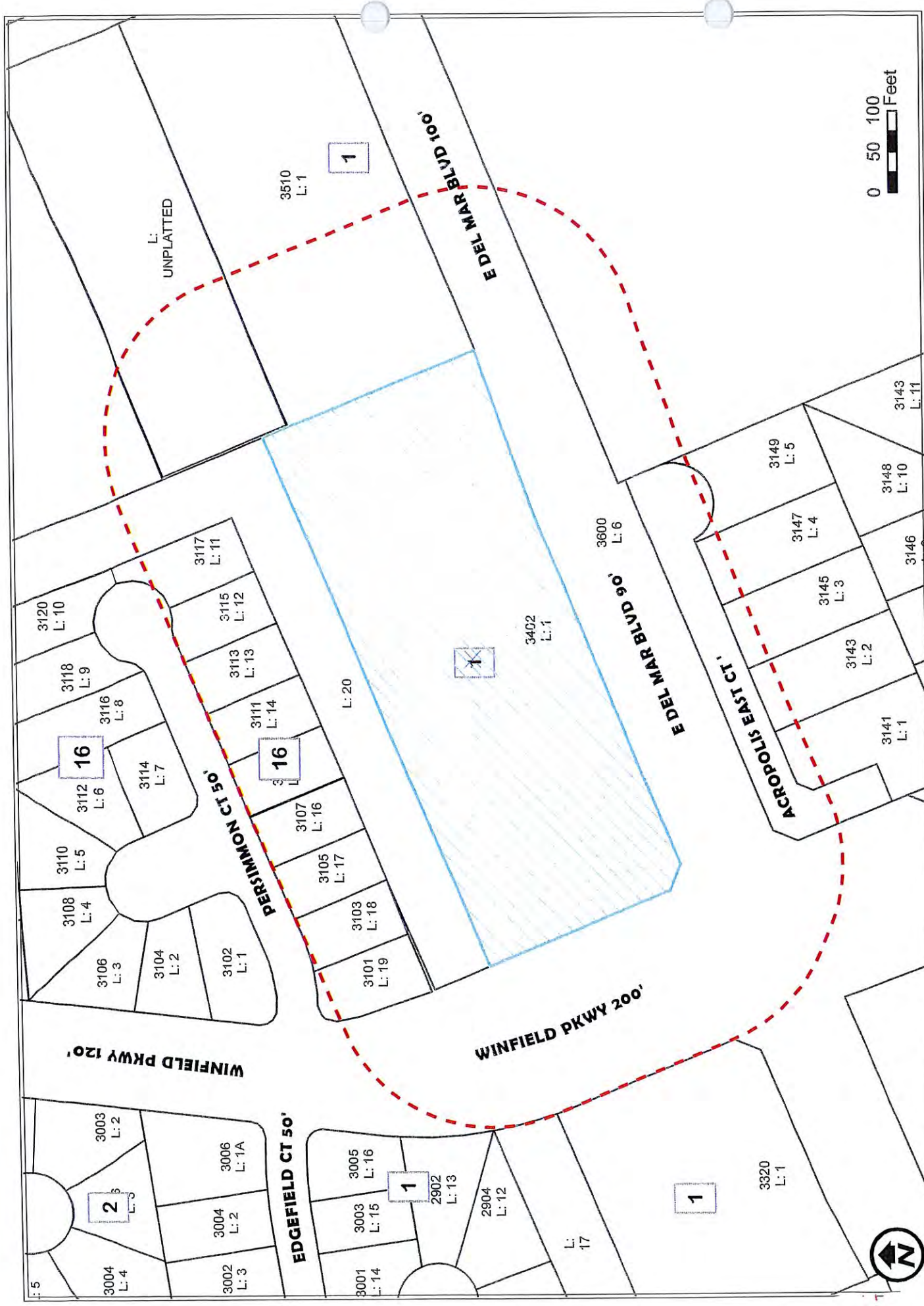




APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

FUTURE LANDUSE MAP  
1 inch = 150 feet  
Date: 4/1/2016  
ZC-29-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 100





APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

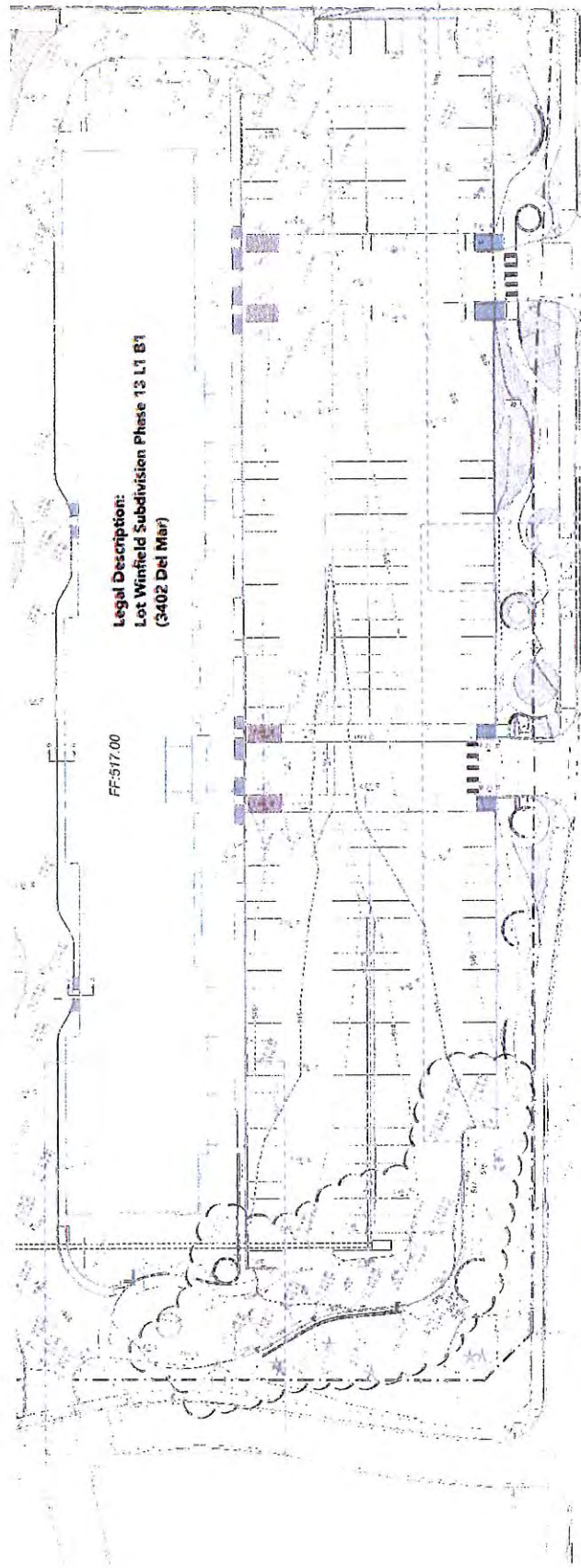
ZC-29-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 100

200' NOTIFICATION  
1 inch = 150 feet  
Date: 4/1/2016









Legal Description:  
 Lot Winfield Subdivision Phase 13 L1 B1  
 (3402 Del Mar)

FF:517.00

## 231 Parking Stalls

LEGEND
231 Parking Stalls 

SECTION B

SECTION A

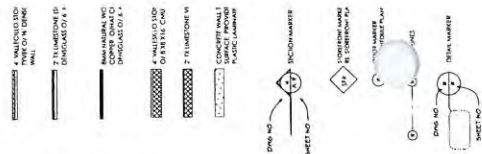
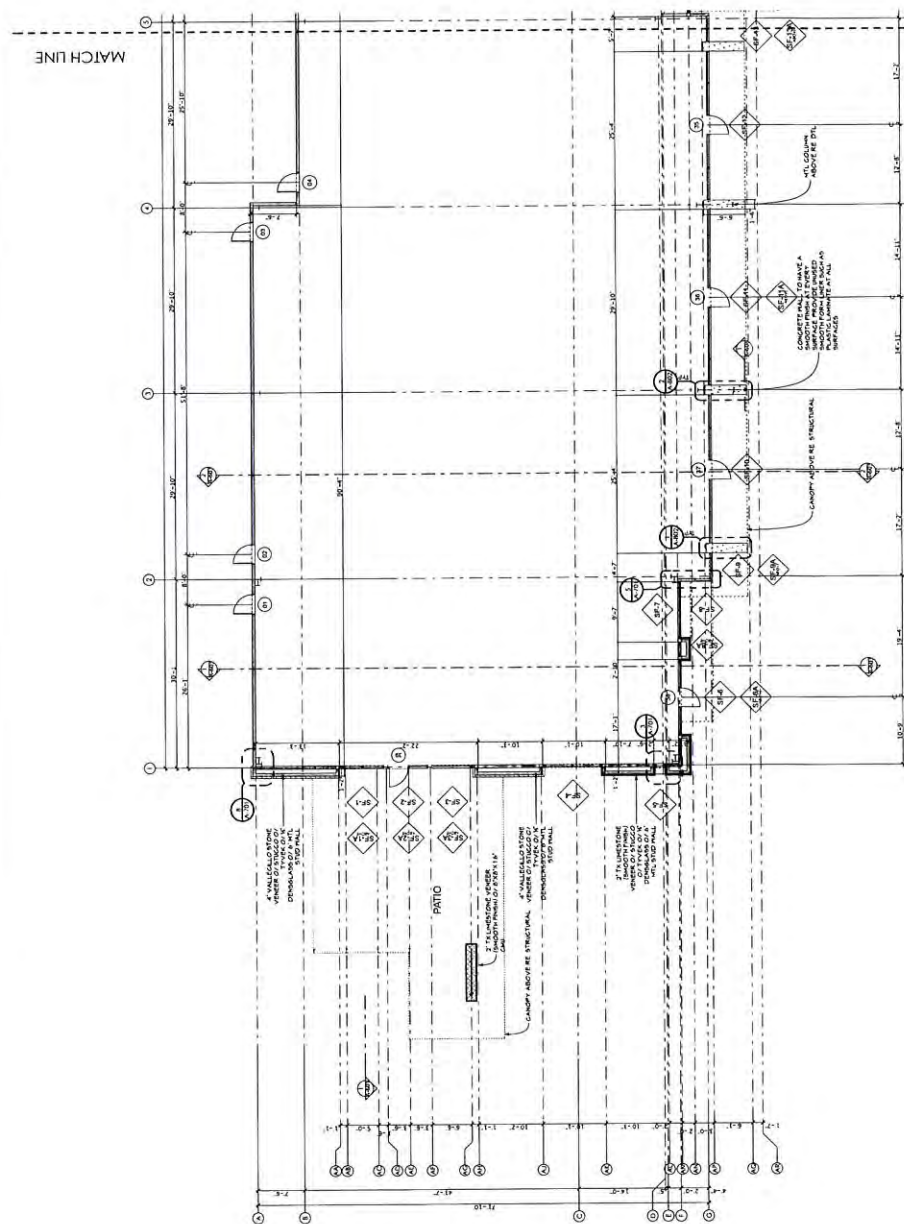
REVIEWED ON JANUARY 10, 2016  
 1. THESE PARKING STALLS ARE LOCATED ON THE  
 BACK SIDE OF THE BUILDING  
 2. CROSS SECTIONS A & B WERE PROVIDED  
 3. ADDITIONAL ON THE BACK SIDE OF BUILDING  
 WERE ADDED TO RELOCATE PROPOSED  
 TOTAL SPACES

REVIEWED ON JANUARY 10, 2016  
 1. THESE PARKING STALLS ARE LOCATED ON THE  
 BACK SIDE OF THE BUILDING  
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 3. ADDITIONAL ON THE BACK SIDE OF BUILDING  
 WERE ADDED TO RELOCATE PROPOSED  
 TOTAL SPACES  
 4. CROSS SECTIONS A & B WERE PROVIDED  
 5. ADDITIONAL ON THE BACK SIDE OF BUILDING  
 WERE ADDED TO RELOCATE PROPOSED  
 TOTAL SPACES





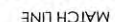
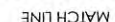
KEY PLAN  
SCALE: 1/32" = 1'-0"







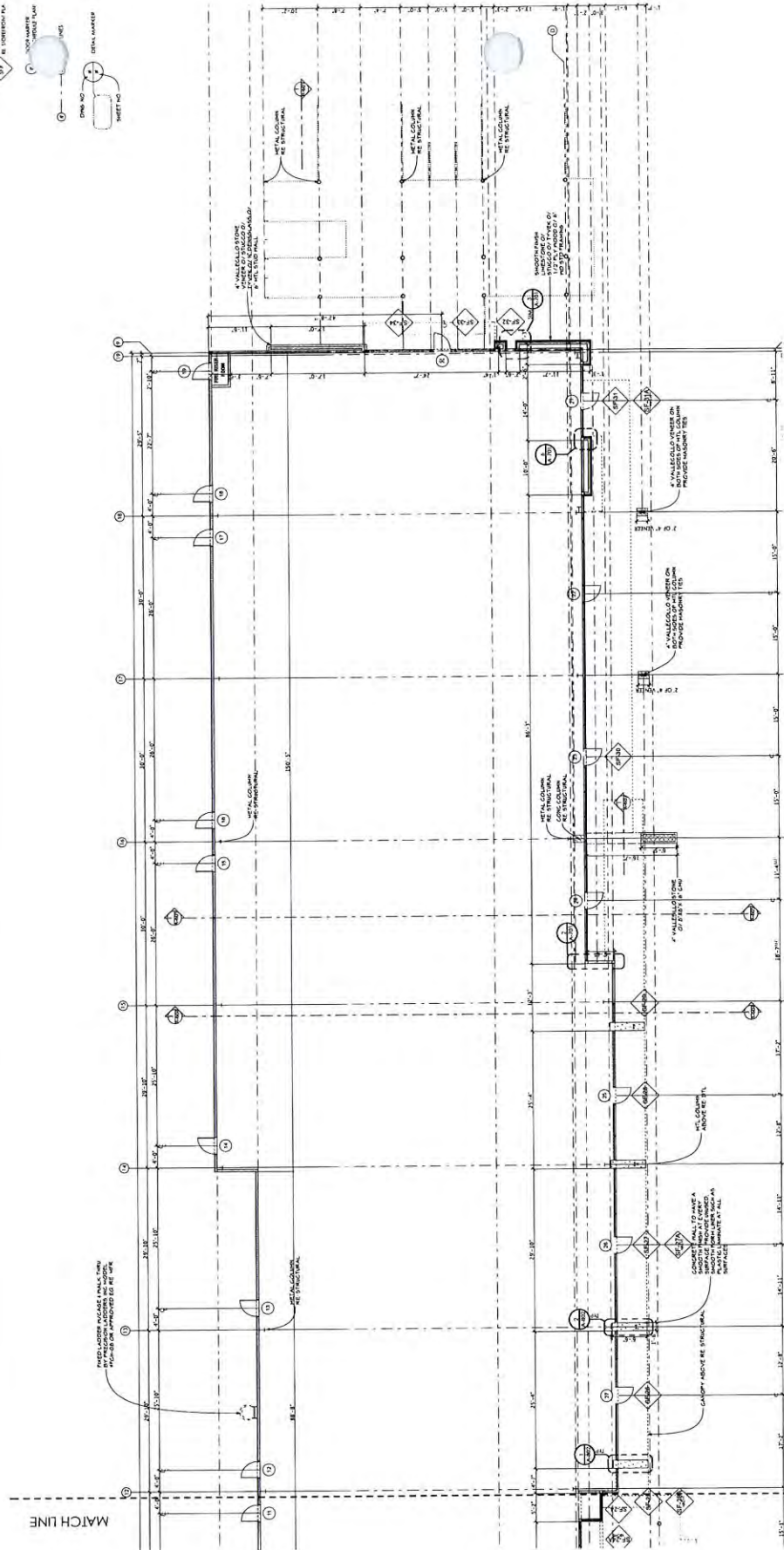
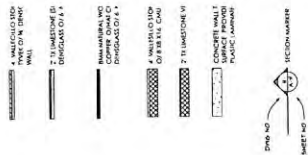
KEY PLAN



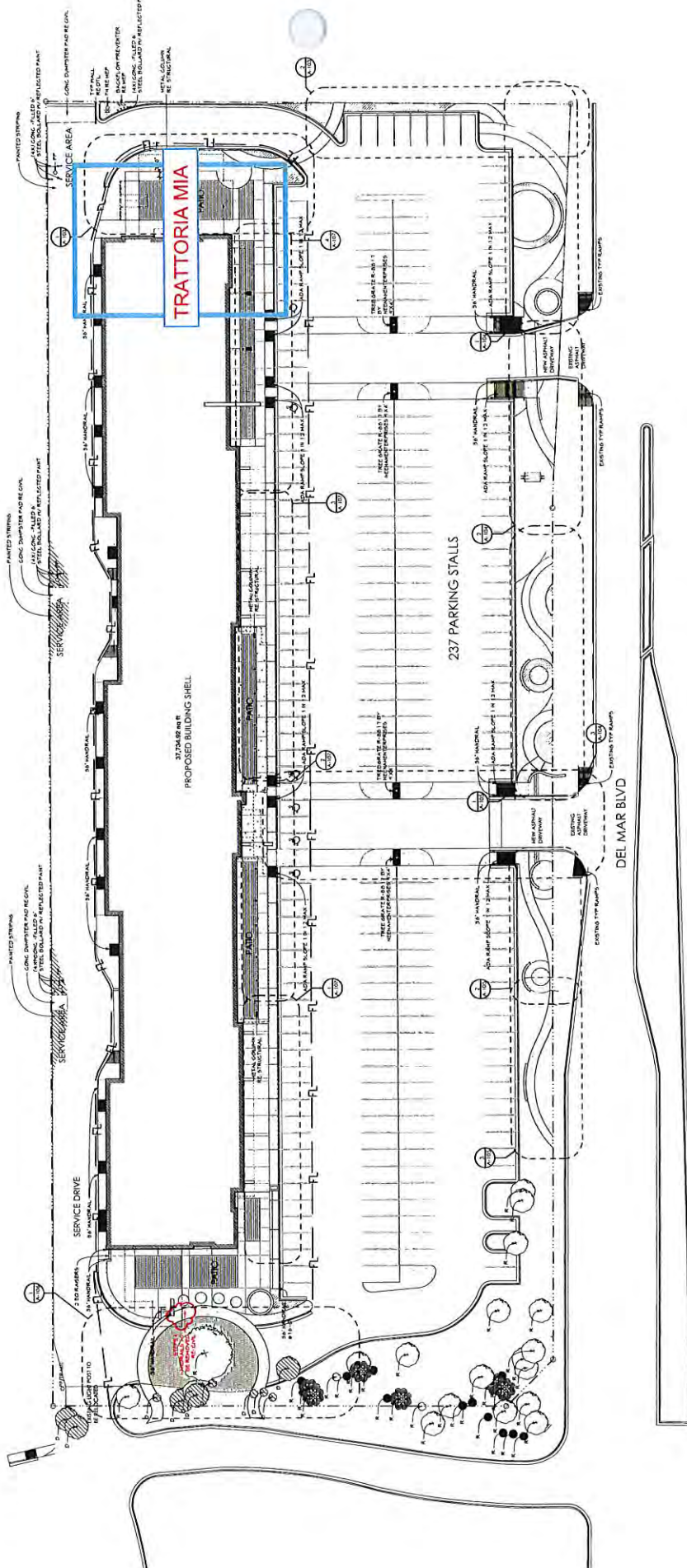




KEY PLAN  
SCALE: 1/32" = 1'-0"







3 SITE PLAN  
SCALE: 1" = 30'

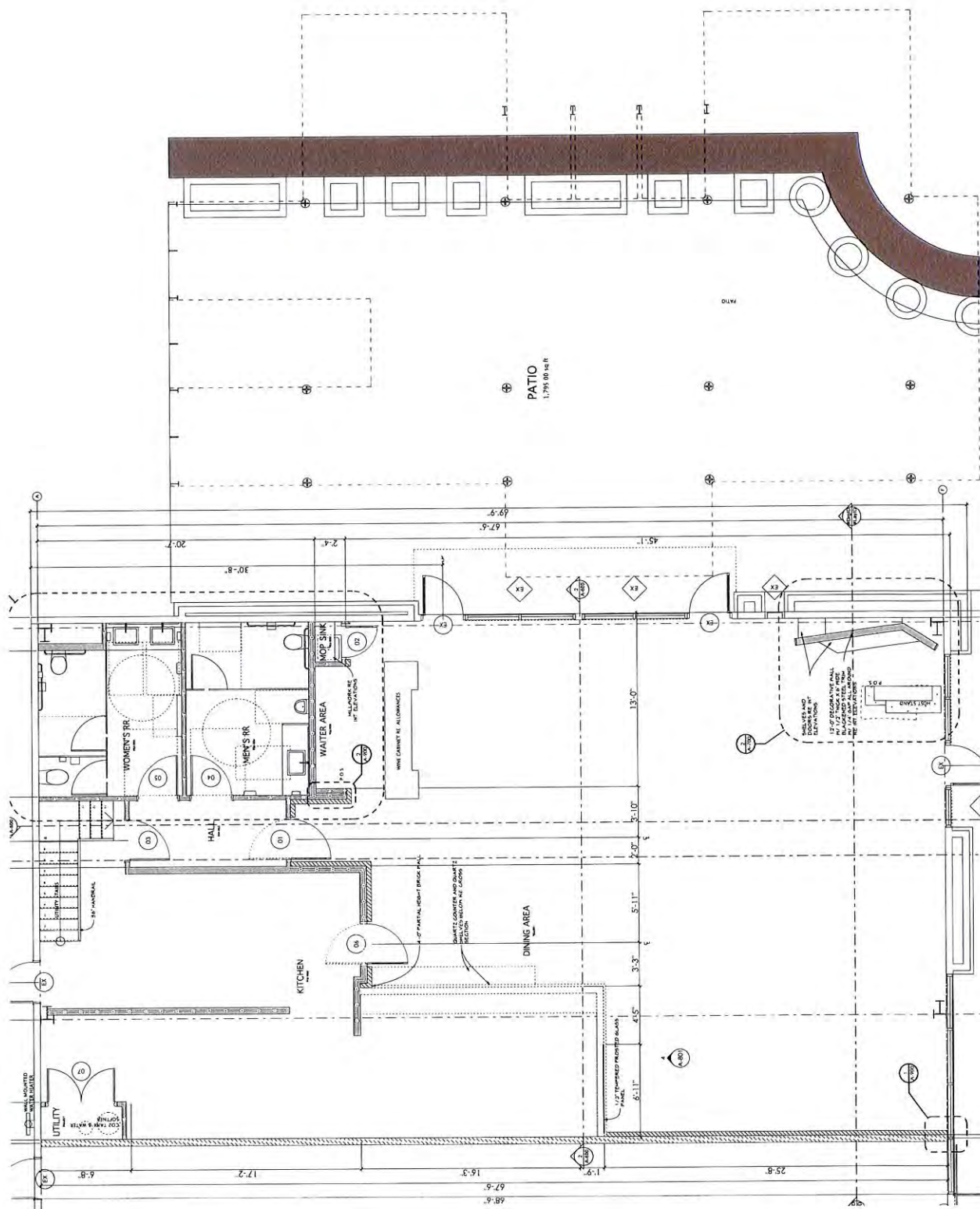
PROJECT GENERAL NOTES:

1. CONTRACTOR TO REMOVE ANY UNDESIRABLE MATERIALS AND DEBRIS FROM THE SITE PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO MAINTAIN EXISTING DRIVEWAYS AND PARKING AREAS UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO MAINTAIN EXISTING LANDSCAPE AND PLANTINGS UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO MAINTAIN EXISTING FENCES AND BARRIERS UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO MAINTAIN EXISTING SIGNAGE AND MARKINGS UNLESS OTHERWISE NOTED.
7. CONTRACTOR TO MAINTAIN EXISTING LIGHTING AND ELECTRICAL SYSTEMS UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO MAINTAIN EXISTING WATER AND SEWER SYSTEMS UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO MAINTAIN EXISTING GAS AND OIL SYSTEMS UNLESS OTHERWISE NOTED.
10. CONTRACTOR TO MAINTAIN EXISTING TELEPHONE AND CABLE SYSTEMS UNLESS OTHERWISE NOTED.
11. CONTRACTOR TO MAINTAIN EXISTING AIR CONDITIONING AND HEATING SYSTEMS UNLESS OTHERWISE NOTED.
12. CONTRACTOR TO MAINTAIN EXISTING ELEVATORS AND ESCALATORS UNLESS OTHERWISE NOTED.
13. CONTRACTOR TO MAINTAIN EXISTING STAIRS AND RAMP SYSTEMS UNLESS OTHERWISE NOTED.
14. CONTRACTOR TO MAINTAIN EXISTING DOOR AND WINDOW SYSTEMS UNLESS OTHERWISE NOTED.
15. CONTRACTOR TO MAINTAIN EXISTING ROOFING AND INSULATION SYSTEMS UNLESS OTHERWISE NOTED.
16. CONTRACTOR TO MAINTAIN EXISTING FOUNDATION AND RETENTION SYSTEMS UNLESS OTHERWISE NOTED.
17. CONTRACTOR TO MAINTAIN EXISTING CURB AND GUTTER SYSTEMS UNLESS OTHERWISE NOTED.
18. CONTRACTOR TO MAINTAIN EXISTING SIDEWALK AND BIKEWAY SYSTEMS UNLESS OTHERWISE NOTED.
19. CONTRACTOR TO MAINTAIN EXISTING STREET LIGHTING AND SIGNALS UNLESS OTHERWISE NOTED.
20. CONTRACTOR TO MAINTAIN EXISTING TRAFFIC SIGNALS AND INTERSECTIONS UNLESS OTHERWISE NOTED.
21. CONTRACTOR TO MAINTAIN EXISTING PUBLIC UTILITIES AND SERVICES UNLESS OTHERWISE NOTED.
22. CONTRACTOR TO MAINTAIN EXISTING PRIVATE UTILITIES AND SERVICES UNLESS OTHERWISE NOTED.
23. CONTRACTOR TO MAINTAIN EXISTING ADJACENT PROPERTIES UNLESS OTHERWISE NOTED.
24. CONTRACTOR TO MAINTAIN EXISTING SURROUNDING ENVIRONMENT UNLESS OTHERWISE NOTED.
25. CONTRACTOR TO MAINTAIN EXISTING HISTORIC AND CULTURAL RESOURCES UNLESS OTHERWISE NOTED.
26. CONTRACTOR TO MAINTAIN EXISTING SCENIC AND RECREATION RESOURCES UNLESS OTHERWISE NOTED.
27. CONTRACTOR TO MAINTAIN EXISTING OPEN SPACE AND LANDSCAPE UNLESS OTHERWISE NOTED.
28. CONTRACTOR TO MAINTAIN EXISTING WILDLIFE AND HABITAT UNLESS OTHERWISE NOTED.
29. CONTRACTOR TO MAINTAIN EXISTING PLANT AND ANIMAL COMMUNITIES UNLESS OTHERWISE NOTED.
30. CONTRACTOR TO MAINTAIN EXISTING GEOLOGIC AND SOIL RESOURCES UNLESS OTHERWISE NOTED.
31. CONTRACTOR TO MAINTAIN EXISTING CLIMATE AND WEATHER RESOURCES UNLESS OTHERWISE NOTED.
32. CONTRACTOR TO MAINTAIN EXISTING AIR QUALITY AND NOISE RESOURCES UNLESS OTHERWISE NOTED.
33. CONTRACTOR TO MAINTAIN EXISTING WATER RESOURCES UNLESS OTHERWISE NOTED.
34. CONTRACTOR TO MAINTAIN EXISTING ENERGY RESOURCES UNLESS OTHERWISE NOTED.
35. CONTRACTOR TO MAINTAIN EXISTING MATERIAL RESOURCES UNLESS OTHERWISE NOTED.
36. CONTRACTOR TO MAINTAIN EXISTING HUMAN RESOURCES UNLESS OTHERWISE NOTED.
37. CONTRACTOR TO MAINTAIN EXISTING ECONOMIC RESOURCES UNLESS OTHERWISE NOTED.
38. CONTRACTOR TO MAINTAIN EXISTING SOCIAL RESOURCES UNLESS OTHERWISE NOTED.
39. CONTRACTOR TO MAINTAIN EXISTING CULTURAL RESOURCES UNLESS OTHERWISE NOTED.
40. CONTRACTOR TO MAINTAIN EXISTING HERITAGE RESOURCES UNLESS OTHERWISE NOTED.
41. CONTRACTOR TO MAINTAIN EXISTING LANDSCAPE RESOURCES UNLESS OTHERWISE NOTED.
42. CONTRACTOR TO MAINTAIN EXISTING BIODIVERSITY RESOURCES UNLESS OTHERWISE NOTED.
43. CONTRACTOR TO MAINTAIN EXISTING ECOSYSTEM RESOURCES UNLESS OTHERWISE NOTED.
44. CONTRACTOR TO MAINTAIN EXISTING GEOSPHERE RESOURCES UNLESS OTHERWISE NOTED.
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### LEGEND

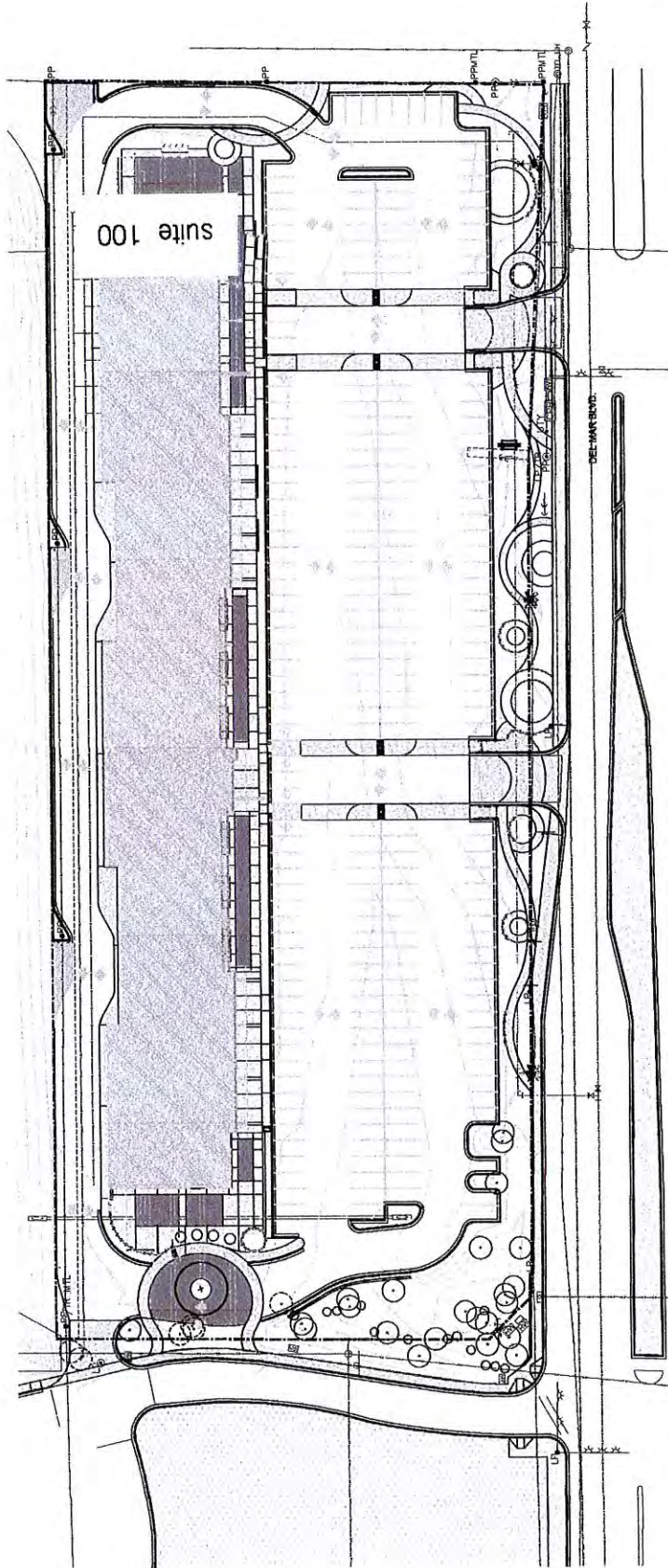
No protected trees removed from public property

- |   |                                |
|---|--------------------------------|
|  | EXISTING TREE<br>TO REMAIN     |
|  | EXISTING TREE<br>TO BE REMOVED |
|  | EXISTING SHRUB<br>TO REMAIN    |

TREE PRESERVATION NOTE(S) (  Keyed Notes)

1. True survey information is based on the survey provided by Landscape Architect, Laredo, TX.
2. Existing trees and undergrowth are to be selectively retained as directed by Landscape Architect. Trees to remain shall include protected trees & caliper and larger.
3. All conditions necessitating the removal or pruning of a tree shall be reviewed by Landscape Architect.
4. Barriera fencing shall be constructed or disturbed along all trees to be retained. Barriera fencing shall be constructed or disturbed along all trees to be removed. Barriera fencing shall be constructed or disturbed along all trees to be retained as directed by Landscape Architect to provide access to the work. In these instances the minimum distance for barriera fencing from trunk shall be equal to 20% minimum of the caliper of the tree with approved alternative construction methods only. Will NPZ be required on this side. Rather to detail 60/12 for trees barriera required on other side. Rather to detail 60/12 for trees barriera required on other side. Rather to detail 60/12 for trees barriera required on other side.
5. Barriera clearing limit within selective clearing from around buildings to provide access for construction is 15'-0".
6. Root Protection Zone (NPZ) requirements are defined as 12" diameter per 1" caliper of trunk at 42" height. Barriera fencing shall be constructed or disturbed along all trees to be retained. Barriera fencing shall be constructed or disturbed along all trees to be removed. Barriera fencing shall be constructed or disturbed along all trees to be retained as directed by Landscape Architect to provide access to the work. In these instances the minimum distance for barriera fencing from trunk shall be equal to 20% minimum of the caliper of the tree with approved alternative construction methods only. Will NPZ be required on this side. Rather to detail 60/12 for trees barriera required on other side. Rather to detail 60/12 for trees barriera required on other side. Rather to detail 60/12 for trees barriera required on other side.
7. All trees on public land within the city limits of Laredo with a caliper of eight inches (8") or greater shall be considered protected trees.

10. Trees on public property may only be removed following approval from the Tree Board. The removal of any protected tree requires a permit and is subject to a ratio of one (1) tree removed for every tree removed.
11. No equipment, vehicles or materials shall be operated or stored within the root protection zone. No clear-cut areas will be constructed so that the material will be in or adjacent to the root zone.
12. Trucks or equipment in conflict with construction shall be cut cleanly and pointed north shall be covered at the end of the work day using techniques such as covering with tarp, wheel chocks that will not be distributed on site within 100 feet of construction or construction of natural areas.
13. Trees which are damaged or lost due to contractor's negligence during construction shall be replaced.
14. The contractor shall maintain a healthy project area to be maintained in a healthy condition at all times. This includes irrigating, fertilizing, pruning and other maintenance as needed on the project. Trees that die within twelve (12) months shall be replaced at a ratio of one replacement tree for every tree lost.
15. The contractor is responsible for providing a licensed tree maintenance professional throughout the project.



**1 TREE PRESERVATION PLAN**  
SCALE: 1"=30'-0"



19

DATE:



**STREET TREE PLANTING REQUIREMENTS**  
 Dual Vow street frontage: 108 ft. / 30' = 24 trees required  
 Total trees provided: 25  
 Winfield street frontage: 270 ft. / 30' = 9 trees required  
 Total trees provided: 12

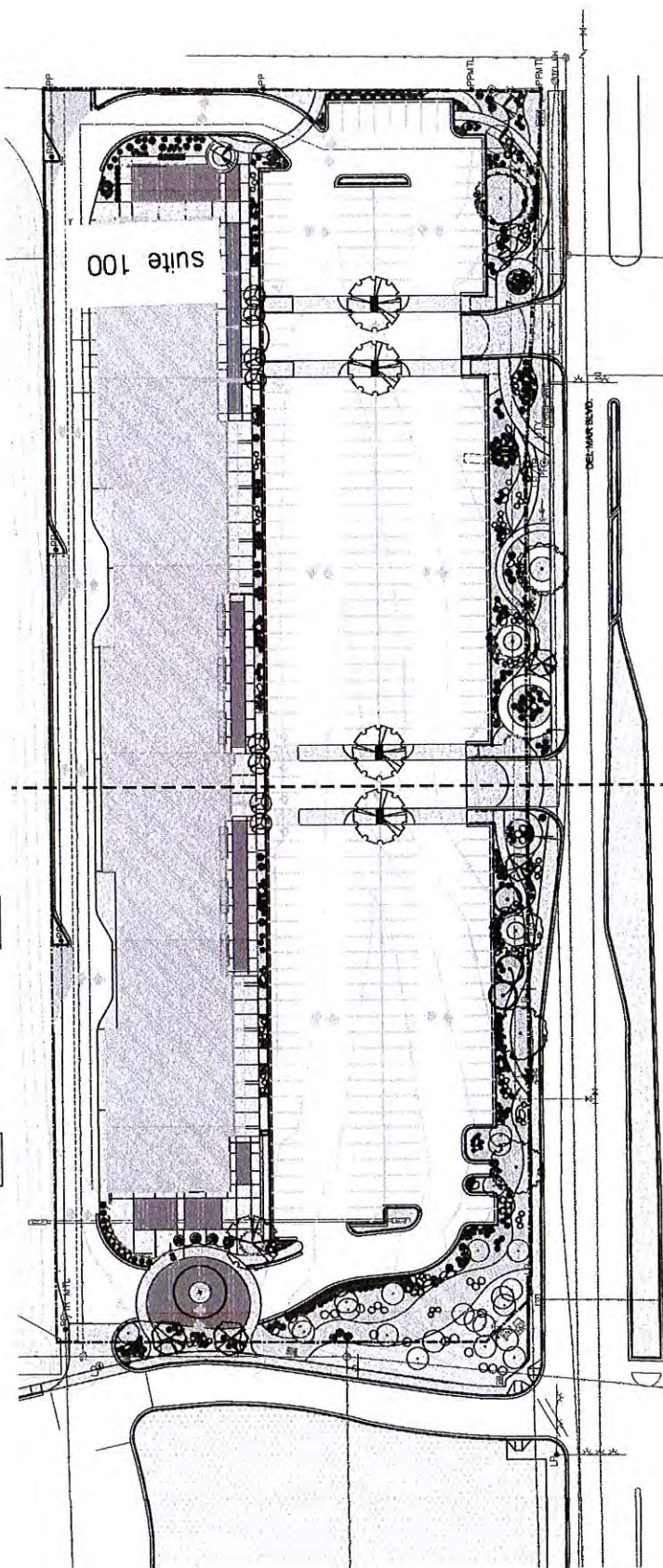
**SURFACE PARKING LOT REQUIREMENTS**  
 Total number of parking spaces: 256 / 10 = 24 trees required  
 Total trees provided: 25  
 Street frontage: 24 x 4 = 96 shrubs required  
 Total shrubs provided: 120

[illegible]

- |  |                |
|--|----------------|
|  | GRANITE GRAVEL |
|  | MULCH          |

[illegible]

- |     |  |
|-----|--|
| 6.  | See specifications for planting requirements.  |
| 7.  | Top 4" of Landscape Soil Mix into new bed. Landscape Soil Mix shall be Sandville mix (80-10-10) or equal.  |
| 8.  | Provide 1/2" x 5' steel edging between garden beds.  |
| 9.  | Spray all existing grass in new bed areas. Grass seed shall be planted as indicated on drawings. All new grass shall be planted in areas where transplants are not indicated. All new grass shall be planted within 14 days of the date of the start of the project. |
| 10. | Landscape border. See detail 2.1.2.1   |
| 11. | Retaining wall. See Civil drawings.  |
| 12. | Seat wall. See Civil drawings.   |
| 13. | Tree grass. See Architectural drawings.  |
| 14. | Steel edging. See detail 2.1.2.0   |



**1 OVERALL PLANTING PLAN**  
SCALE: 1"=30'-0"



DATE: \_\_\_\_\_

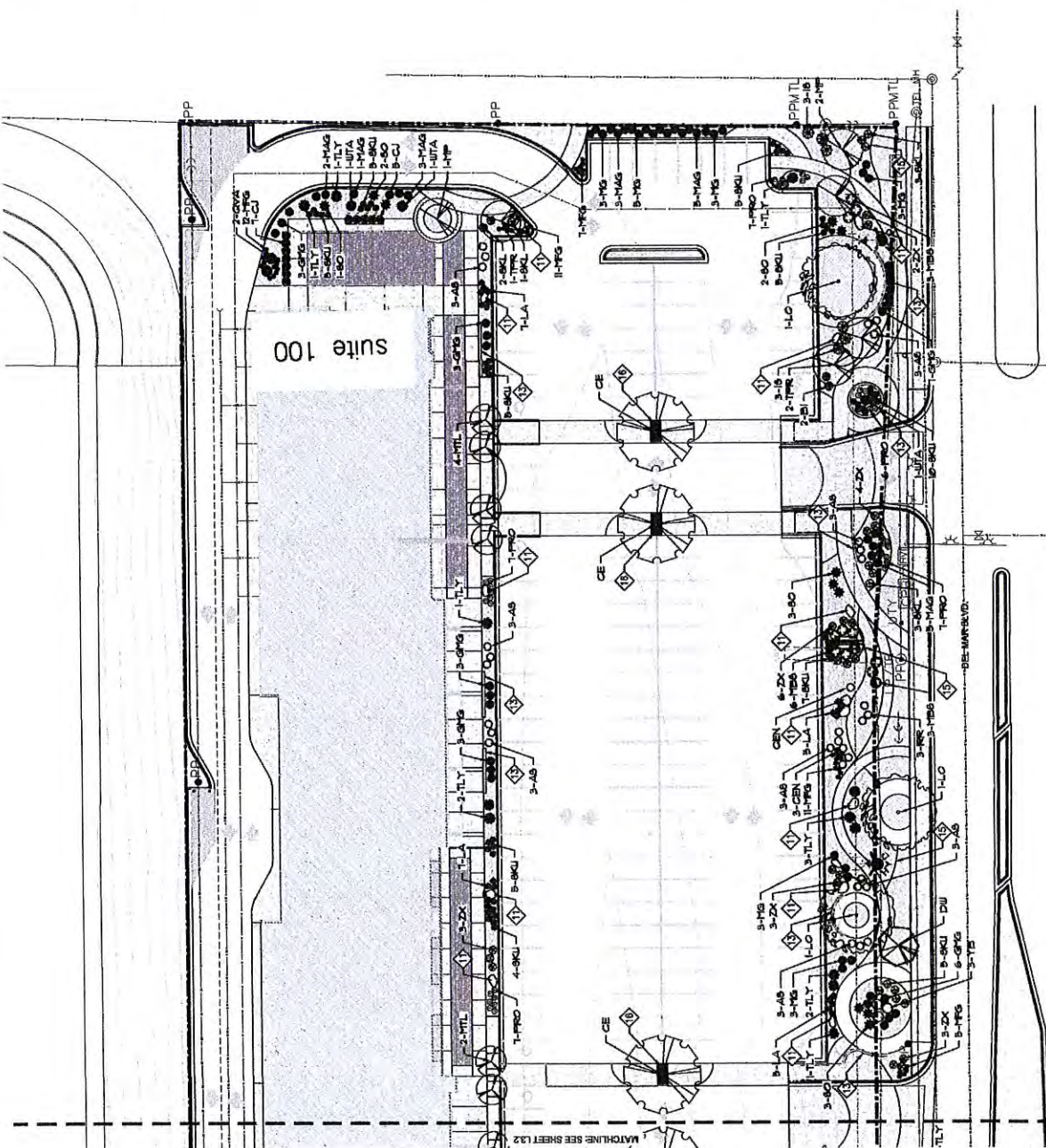




- 







**LEGEND**

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SHRUBS TO REMAIN
- LO
- CE
- DW
- MF
- TRK
- MTL
- MUO
- ASIAN JASMINE
- BIENRTIDA HYDRANGEA
- GRANITE GRAVEL
- MULCH
- BOF
- CEN
- SKL
- HSS
- TS
- BS
- AS
- IS
- BI
- GRS
- MF
- MA
- LA
- CJ
- SKU
- ZX
- PRO
- UTA
- GVA
- BO
- TLT

**PLANTING NOTES: (Keyed Notes)**

1. Landscape contractor shall be responsible for making himself familiar with the site conditions and a contractor to verify the Landscape Architect for site inspection as specified in the contract documents. The contractor shall be responsible for relieving the contractor from inspection approved and will require the contractor to install landscape materials and plants at the Landscape Architect of the site date of work.
2. The Landscape contractor is to notify Texas One Call before any excavation or drilling is performed. The contractor shall be responsible for making himself familiar with all existing and proposed utilities and shall be responsible for the safety of all utilities whether or not Texas One Call is notified.
3. Do not kill any plants or trees that are shown on the site plan. If any plants or trees are shown on the site plan, the contractor shall be responsible for making himself familiar with all existing and proposed utilities and shall be responsible for the safety of all utilities whether or not Texas One Call is notified.
4. The contractor shall be responsible for any coordination with the existing site conditions and shall be responsible for making himself familiar with all existing and proposed utilities and shall be responsible for the safety of all utilities whether or not Texas One Call is notified.
5. If any plants or trees are shown on the site plan, the contractor shall be responsible for making himself familiar with all existing and proposed utilities and shall be responsible for the safety of all utilities whether or not Texas One Call is notified.
6. See specifications for planting requirements, materials and installation.
7. All plants and trees shall be planted in the bed areas. Landscape soil mix shall be as follows: 40% topsoil, 40% sand, 20% perlite or equal.
8. Provide 1/2" x 3" steel edging between all bed areas and lawn areas.
9. Spray all existing grass in new bed areas with Roundup.
10. Groundcover shall be planted as indicated on plan. Groundcover shall be planted in the bed areas. Groundcover shall be held back 6" from edge of new stone plantings.
11. Landscape border: See detail 21.2.1
12. Retaining wall: See Civil drawings.
13. See Wall: See Civil drawings.
14. Tree grate: See Architectural drawings.
15. Steel edging: See detail 21.2.0

**1 PLANTING PLAN**  
SCALE: 1"=20'-0"

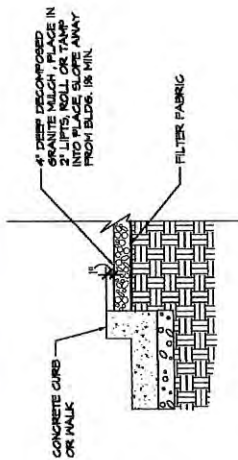


DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_



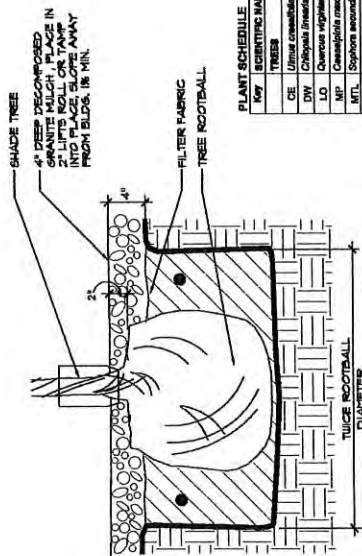






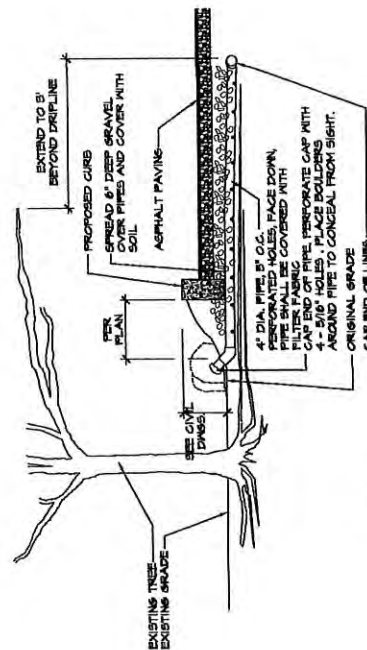
1 GRANITE MULCH  
NTS

**2** GRANITE MULCH  
NTS



4 SOLID SOD ON SLOPES  
NT8

**5 TREE DETAIL AT GRANITE MULCH**  
NT8



**6** NTS **TREE AERATION DETAIL**

[illegible]



# *Trattoria Mia*

## *Italian Cuisine and Pizzas*

*Trattoria Mia will be a family oriented Italian restaurant serving fresh house made pasta and house made pizza along with other classic Italian dishes. We will be seating approximately 60 seats inside restaurant and another 30-40 in patio. We will not have a bar in the restaurant, nor will we have a mixed beverage or late night permit from TABC. However, we will have a Beer and Wine license so that we can offer Italian wines and beer to accompany our Italian food. Our plan is also to offer take out Italian for the surrounding neighborhoods and will hopefully offer delivery in the future. Our hours of operation are 11:00 am to 12:00 am Monday through Saturday with an occatiional Sunday for a private dinner if requested.*

*Thank you*



*Richard "Pete" Mims  
Owner*

*Trattoria Mia Italian cuisine*



3402 Del Mar Blvd. Suite 100  
SUP for a Restaurant Selling Alcohol  
ZC-29-2016





3402 Del Mar Blvd. Suite 100  
SUP for a Restaurant Selling Alcohol  
ZC-29-2016





3402 Del Mar Blvd. Suite 100  
SUP for a Restaurant Selling Alcohol  
ZC-29-2016





**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** MRB Capital, Inc., applicant; Killam Development, Ltd., owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VI

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** Restaurant selling alcohol

**Site:** Commercial center under construction

**Surrounding land uses:** North of the property are single-family residential uses. West of the property are single-family residential uses and vacant land. East of the property are the future location of Orange Theory Fitness, Casa Yoga, and Plaza Del Mar; and Cibolo Crossing Apartments. South of the property are vacant lots, Alexander High School and single-family residential uses.

**Comprehensive Plan:** The Comprehensive Plan identifies this area as Light Commercial.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Modified Major Arterial.

**Letters sent to surrounding property owners:** 21 In Favor: 1 Opposed: 1

**STAFF COMMENTS**



A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff does not support the request of the proposed SUP at this location for the following reasons:

1. The property does not meet the minimum 300 foot distance requirement from a residential zone or use.
2. The proposed use may introduce more intense and incompatible uses to the surrounding established neighborhoods and.

Should the Council vote approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Killam Development LTD, Owner; MRB Capital, Inc., for Sushi Madre Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 464.33 S.F., Suite 220, and adjacent 1,570.00 S.F. Patio as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent



residential neighborhoods.

15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

### **COMMITTEE RECOMMENDATION**

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

### **STAFF RECOMMENDATION**

Staff does not support the proposed Special Use Permit.

---

### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

### **Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Measurements

Exhibits and Survey

Pictures

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, WINFIELD COMMERCIAL SUBDIVISION, PHASE 13 LOCATED AT 3402 DEL MAR BOULEVARD, SUITE 300; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Winfield Commercial Subdivision, Phase 13 located at 3402 Del Mar Boulevard, Suite 300.

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

1. The Special Use Permit is issued to Killam Development LTD, Owner; MRB Capital, Inc., for Sushi Madre Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 2, 464.33 S.F., Suite 220, and adjacent 1,570.00 S.F. Patio as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Saturday from 11:00 a.m. through 12:00 a.m.



4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:



- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

## 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

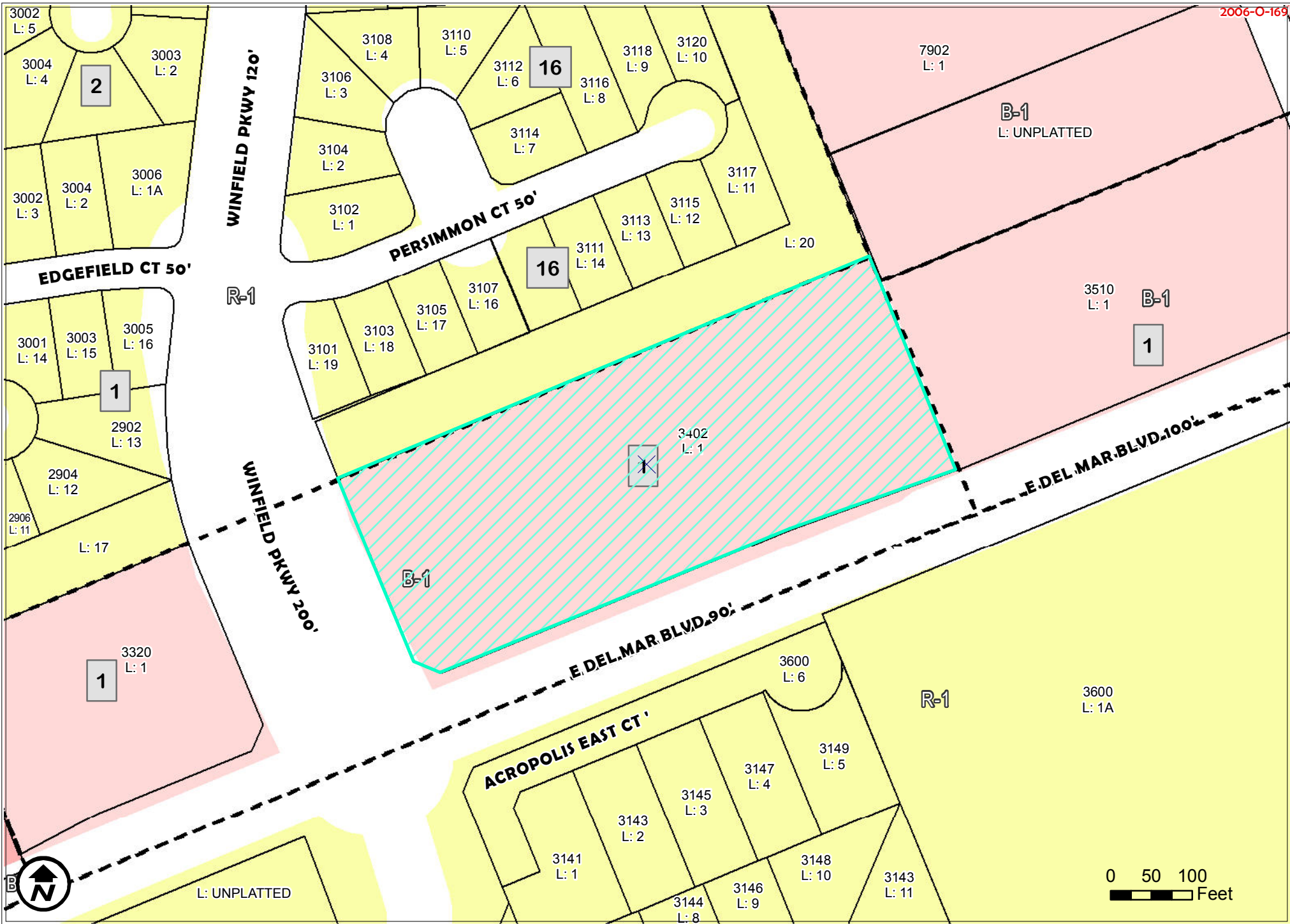


RAUL CASSO, CITY ATTORNEY

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KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





ZONING MAP  
1 inch = 150 feet  
Date: 4/4/2016

ZC-36-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 300

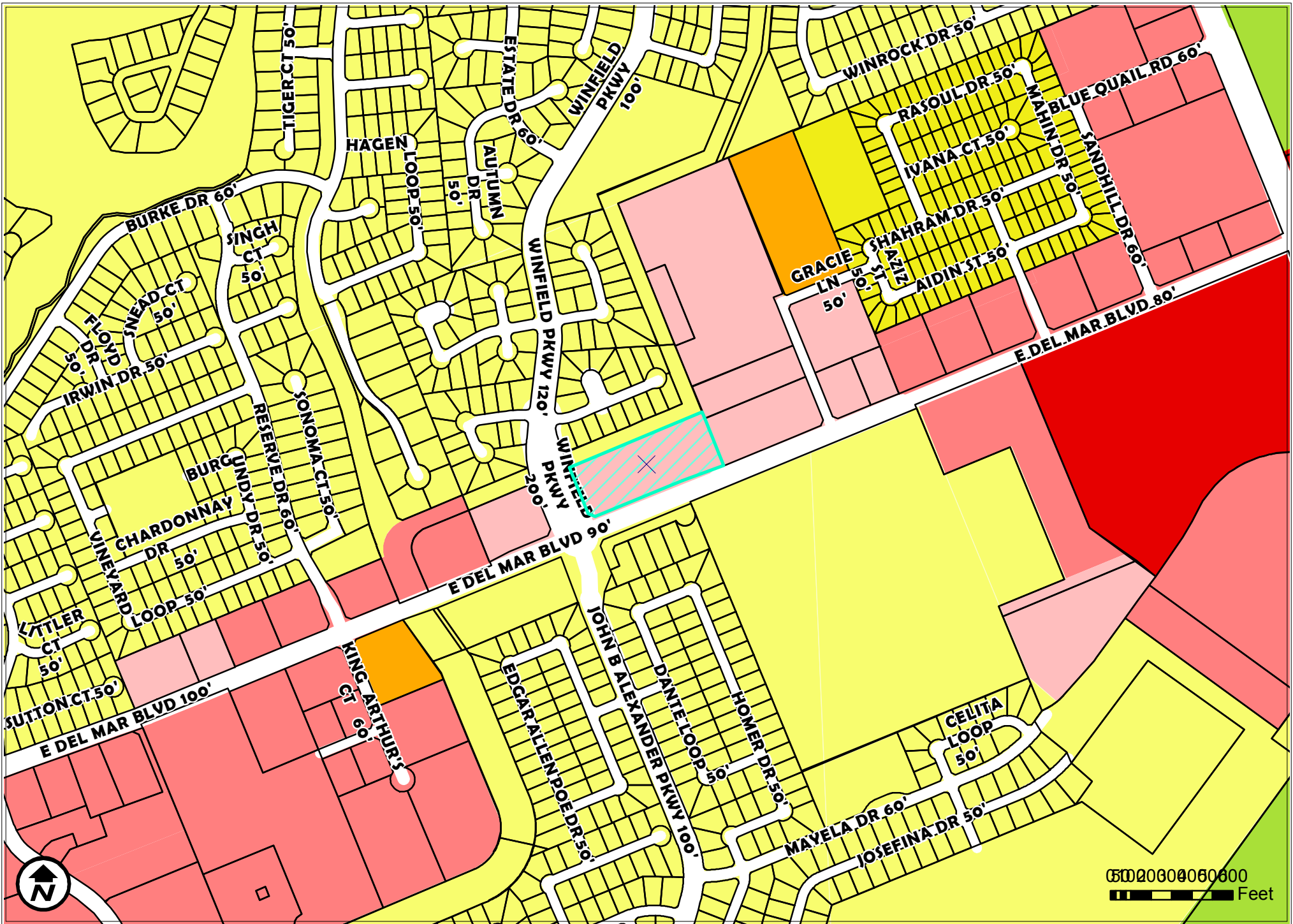
APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

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



**APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL**





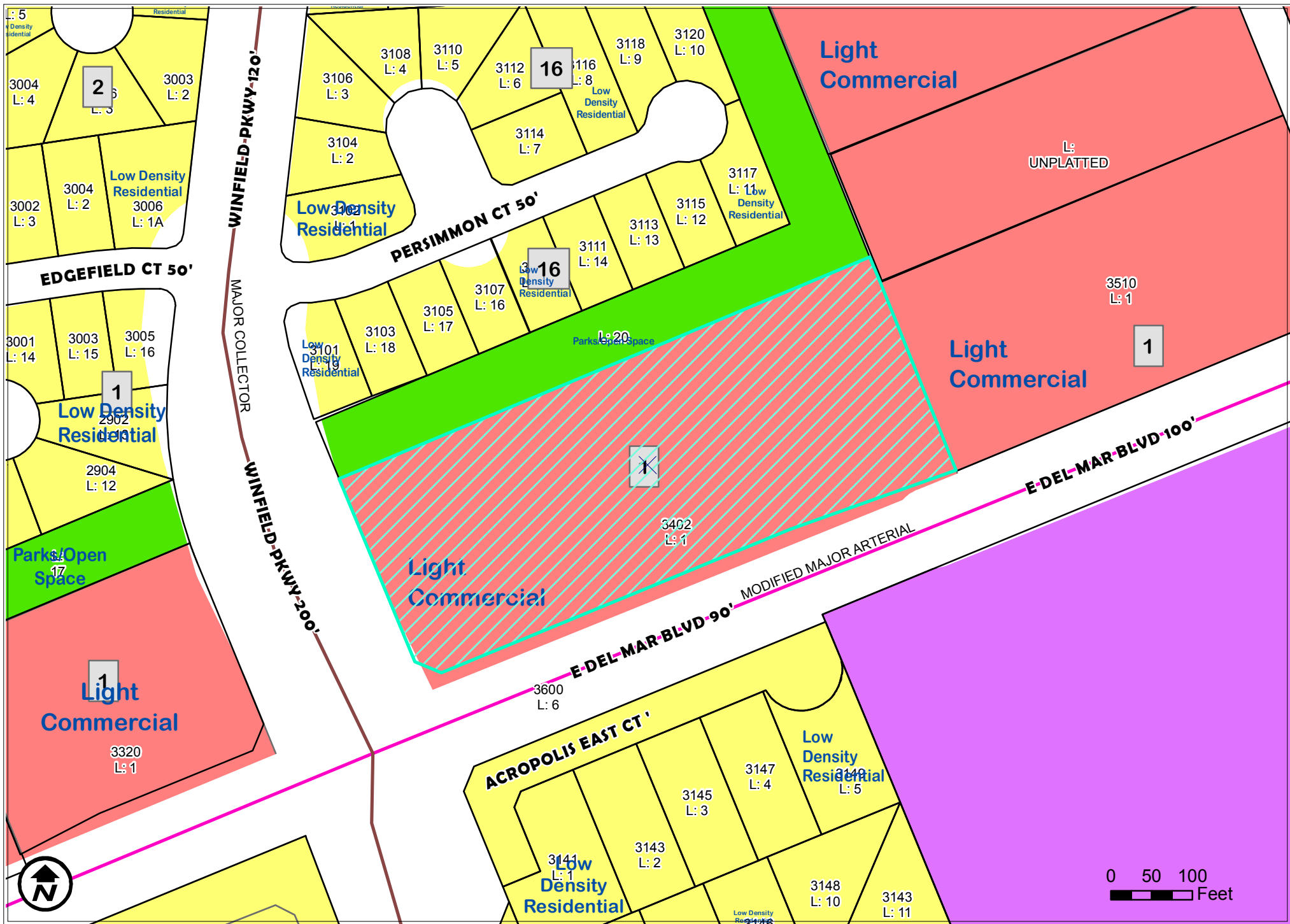
**ZONING OVERVIEW**

1 inch = 600 feet  
Date: 4/4/2016

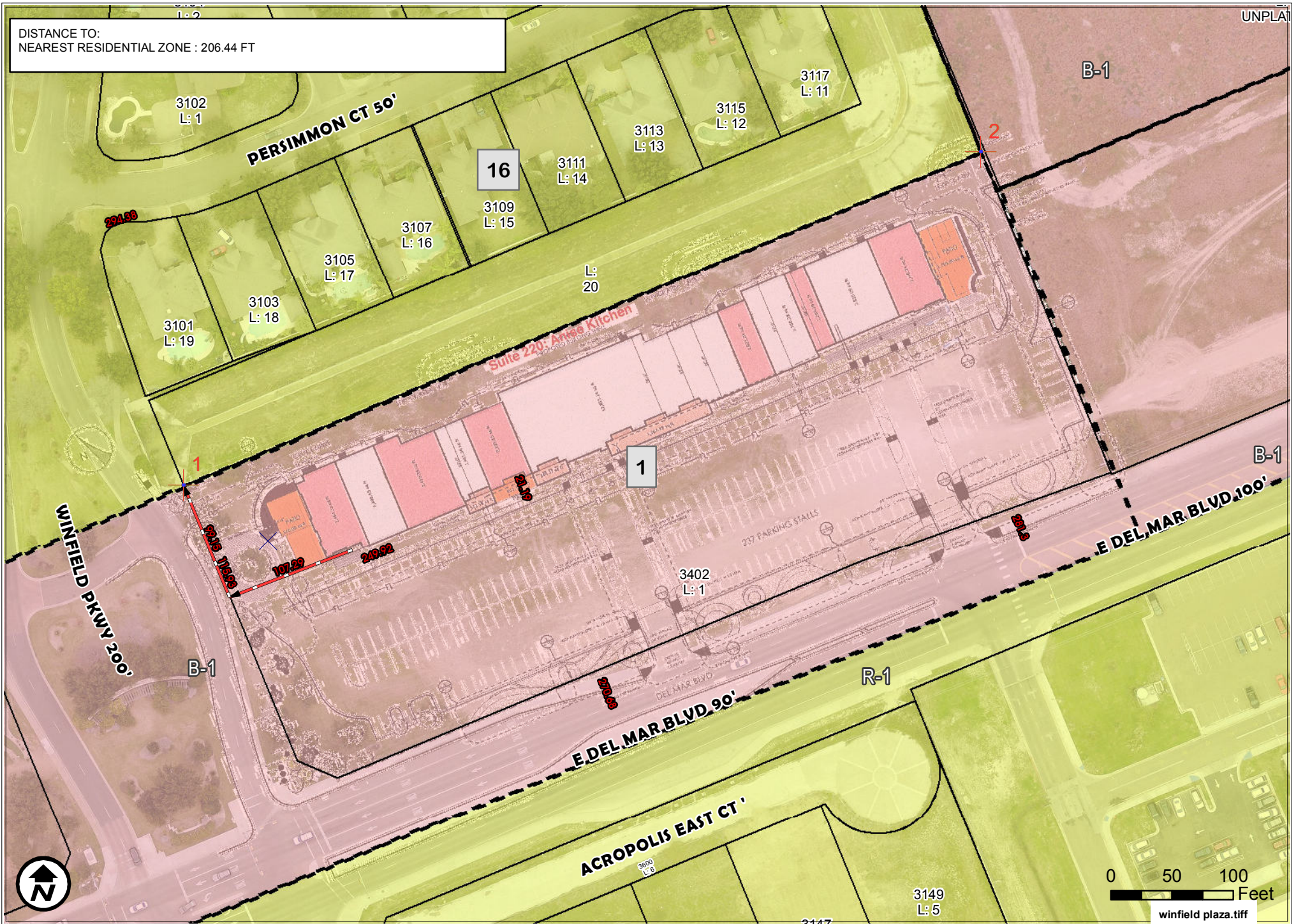
**ZC-36-2016**  
**COUNCIL DISTRICT 6**  
**3402 E DEL MAR BLVD STE 300**

**APPLICATION FOR**  
**S.U.P. (SPECIAL USE PERMIT)**  
**-> RESTAURANT SERVING ALCOHOL**









### MEASUREMENTS

1 inch = 100 feet  
Date: 4/14/2016

ZC-36-2016  
COUNCIL DISTRICT 6  
3402 E DEL MAR BLVD STE 300

APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL



**MRB Capital, Inc. DBA/ Sushi Madre**

Narrative Description

MRB Capital, Inc. dba as Sushi Madre will be a sushi bar that serves Japanese cuisine with a Mexican twist. We will offer a variety of dishes for both lunch and dinner. We plan on serving alcoholic beverages such as beer and wine as well as mixed drinks. Proposed hours of operation are from 11:00 am to 12:00 pm. The facility will seat about 150 people with an outdoor patio available as well

A handwritten signature in blue ink, appearing to read "Manuel Batista", is written over the printed name.

Manuel Batista

Owner

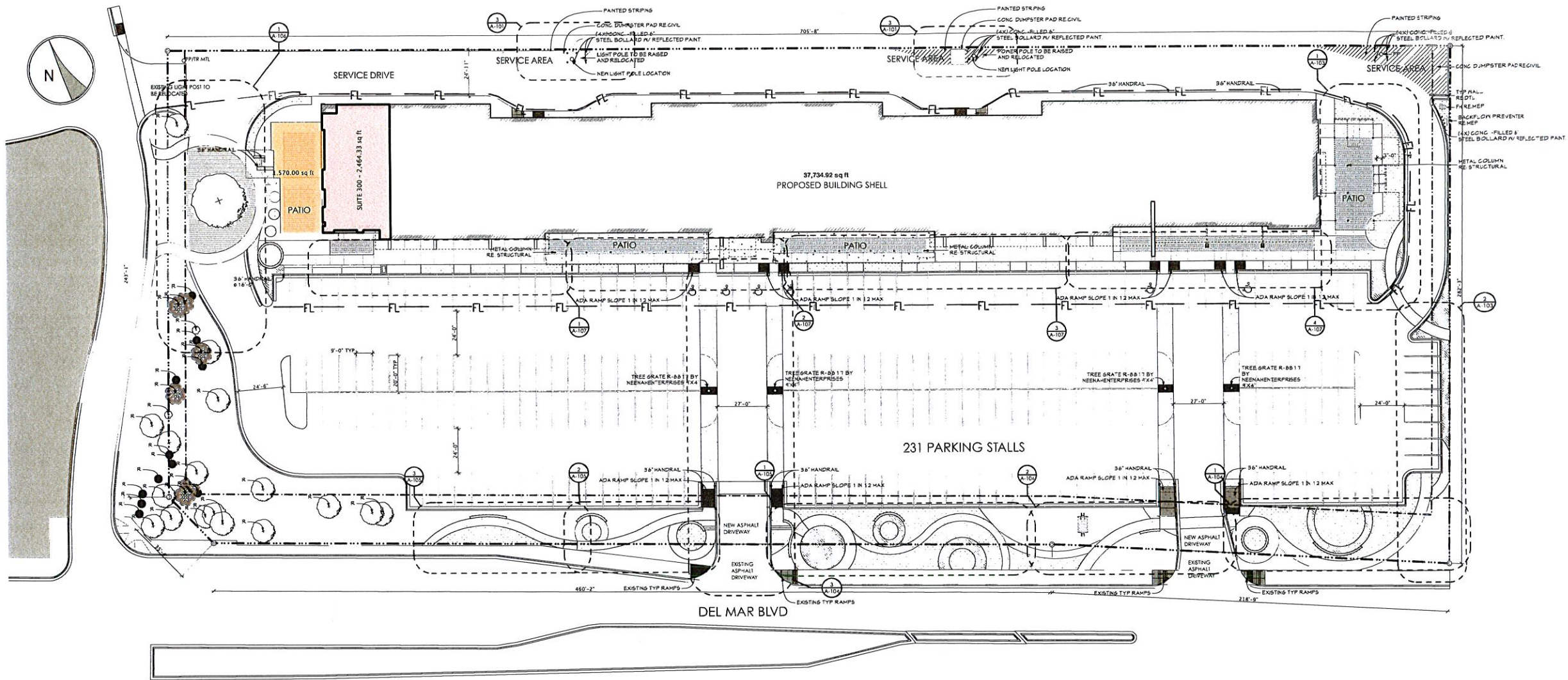
Sushi Madre





200' NOTIFICATION  
1 inch = 150 feet  
Date: 4/4/2016





#### PROJECT GENERAL NOTES:

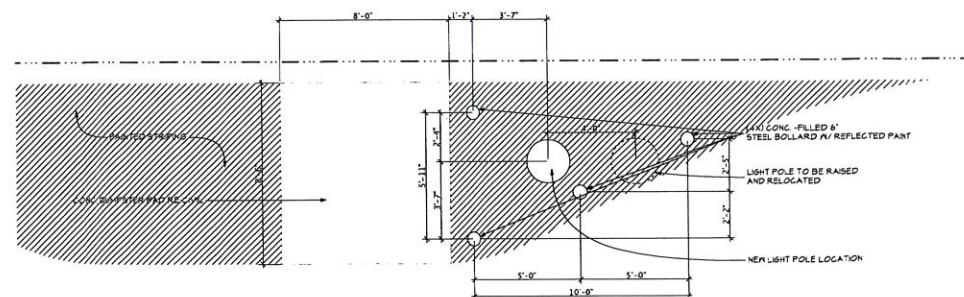
- CONTRACTOR TO REMOVE ANY ABANDONED UTILITY LINES THROUGHOUT SITE
- ALL EXISTING TRAFFIC SIGNAGE TO REMAIN. PROTECT DURING DEMOLITION OPERATIONS. IF DAMAGED BY DEMOLITION OPERATIONS, REPLACE AS REQUIRED BY THE CITY OF LAREDO, TEXAS.
- PROVIDE BARRICADES/ FENCING AT LIMITS OF WORK AREA TO PREVENT UNAUTHORIZED ACCESS TO WORK SITE
- CONTRACTOR TO CONTACT ALL NECESSARY TEMPORARY AND PERMANENT UTILITIES AT CONTRACTOR'S EXPENSE
- ALL PROPOSED "EQUAL" SUBSTITUTIONS FOR PRODUCTS CALLED OUT BY BRAND OR MFR. MUST BE SUBMITTED FOR APPROVAL TO ARCHITECT AT LEAST 7 DAYS PRIOR TO BID OPENING
- CONTRACTOR SHALL IDENTIFY THE LOCATION OF ALL EXISTING UNDERGROUND LINES & STRUCTURES PRIOR TO ANY EXCAVATION
- CONTRACTOR TO ISOLATE ANY NEW CONSTRUCTION FROM EXISTING UNDERGROUND UTILITIES AS PER THE AFFECTED UTILITY OWNER'S INSTRUCTIONS. IF MODIFICATIONS TO NEW UNDERGROUND STRUCTURES ARE REQUIRED, CONTRACTOR TO SUBMIT MODIFICATIONS FOR APPROVAL BY ARCHITECT/ENGINEER
- CONTRACTOR TO PAINT ALL EXPOSED CONDUITS AND STRUCTURAL STEEL. COORDINATE WITH ARCHITECT FOR COLOR
- ALL EXISTING OFF-SITE IMPROVEMENTS, PUBLIC STREETS, CURVE AND GUTTER, SIDEWALKS, SIGNAGE, UTILITIES, ETC TO REMAIN. PROTECT DURING DEMOLITION OPERATIONS. IF DAMAGED, REPAIR AS REQUIRED BY AUTHORITY HAVING JURISDICTION
- SET CIVIL PLANS FOR BEHAVIORS, EXISTING CONDITIONS COORDINATION, AND EXTERIOR IMPROVEMENTS CONSTRUCTION DETAILS AND CONTROL JONES REG
- COORDINATE WITH MEP LOCATIONS AND TYPES OF LIGHT POLES

- CONTRACTOR ENCOUNTERS ANYTHING THAT IT CONSIDERS TO IMPACT THE COST OF CONSTRUCTION AND/OR SCOPE OF WORK, HE/SHE SHALL NOTIFY THE OWNER IMMEDIATELY AND PRIOR TO THE EXECUTION OF ANY ADDITIONAL WORK. FAILURE TO DO SO DEEMS THE CONTRACTOR RESPONSIBLE FOR THE COST OF SUCH WORK
- ARCHITECT HAS ARRANGED THE DRAWINGS AND SPECIFICATIONS INTO DESIGNATED SECTIONS AND DIVISIONS FOR CONVENIENCE OF REFERENCE ONLY. SUCH ARRANGEMENT IS NOT TO BE CONSIDERED AS A COMPLETE SEGREGATION OF ALL THE WORK REQUIRED TO BE PERFORMED, OR MATERIALS TO BE FURNISHED BY A GIVEN CONTRACTOR, SUB-CONTRACTOR, OR MATERIAL MAN. EACH CONTRACTOR, SUB-CONTRACTOR, OR MATERIAL MAN, MUST REVIEW AND CONSIDER THE CONTRACT DOCUMENTS IN THEIR ENTIRETY
- IN GENERAL, THE DRAWINGS WILL INDICATE DIMENSIONS, POSITIONS, AND KIND OF CONSTRUCTION. WORK NOT PARTICULARLY DETAILED, MARKED, OR SPECIFIED SHALL BE THE SAME AS SIMILAR PARTS THAT ARE DETAILED, MARKED, OR SPECIFIED
- ALL PRODUCTS SPECIFIED BY ARCHITECT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH CURRENT MANUFACTURER'S INSTALLATION INSTRUCTIONS. MANUFACTURER INSTALLATION INSTRUCTIONS IN CONFLICT WITH CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO START OF WORK. PRODUCTS NOT PROVIDED WITH INSTALLATION INSTRUCTIONS SHALL BE INSTALLED IN ACCORDANCE WITH BEST TRADE PRACTICES OF THE INDUSTRY. ALL INSTALLATIONS SHALL BE PERFORMED BY EXPERIENCED & SKILLED WORKERS
- THERE SHALL BE NO DEVIATIONS FROM THESE CONSTRUCTION DOCUMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM ARCHITECT AND CONSULTANT. IF APPLICABLE, APPROVAL BY THE CITY INSPECTOR DOES NOT CONSTITUTE AUTHORITY TO DEVIATE FROM THE CONSTRUCTION DOCUMENTS. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR SHOULD ANY DISCREPANCY OR OTHER QUESTIONS ARISE PERTAINING TO THE CONSTRUCTION DOCUMENTS PRIOR TO START OF WORK
- THE CONTRACTOR SHALL SUBMIT SUBSTITUTION REQUESTS FOR SPECIFIED MATERIALS WITH COMPLETE DATA, DRAWINGS & SAMPLES AS NECESSARY FOR REVIEW BY ARCHITECT & OWNER. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR INVESTIGATION BEFORE A DECISION MUST BE MADE. IF A SUBSTITUTION IS APPROVED BY THE ARCHITECT, IT IS THE UNDERSTANDING THAT THE CONTRACTOR GUARANTEES THE SUBSTITUTED MATERIAL TO BE EQUAL OR BETTER THAN THE ORIGINAL SPECIFICATION. ALL CHANGES TO THE CONTRACT SHALL BE BY CHANGE ORDER

- ALL APPLICABLE ORDINANCES, ALL MATERIALS USED ON THE JOB SHALL BE NEW UNLESS NOTED OTHERWISE. CLEAN & FREE FROM DEFECTS
- CONTRACTOR SHALL VERIFY ALL DRAWING DIMENSIONS & CONDITIONS AT THE JOB SITE WITH ACTUAL FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. INSPECT RELATED WORK & ADJACENT SURFACES - PROTECT ANY ADJOINING PROPERTIES FROM ANY DAMAGE CAUSED BY THE CONSTRUCTION
- MATERIALS & WORKMANSHIP SHALL CONFORM TO THE BUILDING CODES & ALL APPLICABLE ORDINANCES. ALL MATERIALS USED ON THE JOB SHALL BE NEW UNLESS NOTED OTHERWISE. CLEAN & FREE FROM DEFECTS
- CONTRACTOR REQUIRES AN ON-SITE SECURE STORAGE YARD DURING CONSTRUCTION. CONTRACTOR MAY ADD, AT HIS EXPENSE, SUCH YARD IN THE AREA DESIGNATED IN THE SITE PLAN. COORDINATE WITH OWNER & ALTERNATE LOCATION IS NEEDED

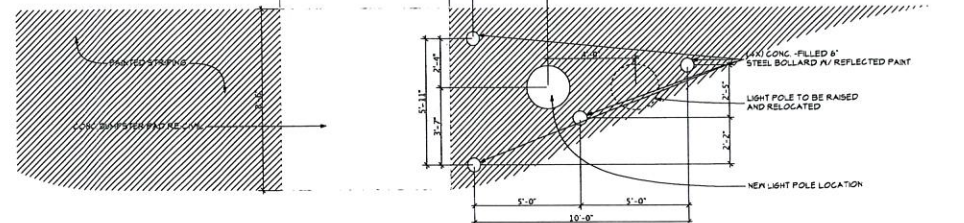
#### 2 CONC FILLED BOLLARDS DTL

SCALE: 1/4" = 1'-0"



#### 3 CONC FILLED BOLLARDS DTL 2

SCALE: 1/4" = 1'-0"



#### LEGEND

- PROPERTY LINE
- BUILDING SET BACK LINE

#### EXISTING TREES TO REMAIN

- CHAPOTE
- OAK
- SOTOL
- PATA DE VACA
- RED-BEAN
- CRESPO
- PALM
- GREEN LEAF
- CENIZO
- ARBUSTO

#### EXISTING TREES TO BE REMOVED & DISPOSED

- CHAPOTE
- OAK
- SOTOL
- PATA DE VACA
- ARBUSTO

#### SITE PLAN LEGEND

- SALT WASH TEXTURE CONCRETE SIDEWALK W/ INTEGRAL COLOR
- DECOMPOSED GRANITE 4" LAYER OVER "GEO-FABRIC" WEED PREVENTING FABRIC WITH COMMERCIAL GRADE PLASTIC EDGING BY MASTER MARK ALL AROUND
- 3"x18" VERONA PAVERS BY PAVEMENT COLOR ANT SAUVINAH Q SAND AND BASES PER MFR REC
- GARDEN AREA RE LANDSCAPE ARCHITECT
- CONCRETE SIDEWALK W/ COLOR 1 TO BE SELECTED BY ARCHITECTS
- CONCRETE SIDEWALK W/ COLOR 2 TO BE SELECTED BY ARCHITECTS
- TREE GRATE R-8817 BY NEENAH-ENTERPRISES #14
- FIRE LANE STRIPING AS PER CITY OF LAREDO FIRE DEPT
- BAY CITY BIKE RACK

#### EX SITE NOTES:

- ALL DEMOLITION AND OTHER WORK AT EXISTING IMPROVEMENTS SHALL BE PERFORMED ACCORDING TO THE ASBESTOS ABATEMENT REPORT RECOMMENDATIONS
- PROVIDE AND MAINTAIN SHORING, BRACING, OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF CONSTRUCTION TO REMAIN, AND TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED
- PROTECT ALL EXISTING CONSTRUCTION FROM DAMAGE COVER ALL FLOORING TO REMAIN
- DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AS INDICATED
- COORDINATE WITH OWNER FOR SEGREGATION OF ALL IMPACTED AREAS DURING ALL DEMOLITION AND CONSTRUCTION PHASES. COORDINATE WITH OWNER FOR LOCATION AND SEGREGATION
- IF CONTRACTOR ENCOUNTERS ANYTHING THAT WILL IMPACT THE COST OF CONSTRUCTION AND/OR SCOPE OF WORK, HE/SHE SHALL NOTIFY THE OWNER IMMEDIATELY AND PRIOR TO THE EXECUTION OF ANY ADDITIONAL WORK. FAILURE TO DO SO DEEMS THE CONTRACTOR RESPONSIBLE FOR THE COST OF SUCH WORK
- TRIM ENCRDACHING EXISTING TREE BRANCHES TO PROTECT TREE & TO ACHIEVE NEW CONSTRUCTION

#### Exhibit A

**HICKEY | PEÑA ARCHITECTS**

1119 Victoria  
Laredo, TX 78009  
Phone: 955.722.1186  
Fax: 955.722.1546  
hickeypena.com

**KILLAM COMPANIES**  
**WINFIELD RETAIL CENTER**  
E. DEL MAR AND WINFIELD PKWY  
LAREDO, TX 78045

**KILLAM**

**SITE PLAN**

DATE: 3/16/16  
REVISIONS:

REVISIONS AND SPECIFICATIONS ARE AND SHALL BE THE PROPERTY OF KILLAM COMPANIES. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KILLAM COMPANIES.

DATE: 3/16/16  
REVISIONS:

**A-101**



**3402 Del Mar Boulevard, Suite 300**  
**B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)**  
**ZC-36-2016**





**3402 Del Mar Boulevard, Suite 300**  
**B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)**  
**ZC-36-2016**





**3402 Del Mar Boulevard, Suite 300**  
**B-1 (Limited Business District) to SUP (Restaurant Serving Alcohol)**  
**ZC-36-2016**





**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Howland Engineering & Survey Co., applicant; Pat Murphy, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.62 acres as further described by metes and bounds in attached Exhibit "A", located at NE Bob Bullock Loop North of Crepusculo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

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

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** commercial

**Site:** Vacant and undeveloped

**Surrounding land uses:** To the North is Bob Bullock Loop. To the East is vacant land and single-family residential uses. To the South are single-family residential uses and vacant land. To the west are single-family residential uses, Ancira Volkswagen and Wal-Mart.

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

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

**Letters sent to surrounding property owners:** 21 In Favor: 1 Opposed: 1

**STAFF COMMENTS**



Staff supports the request for the following reasons:

1. The proposed zone change meets the location and size criteria for a B-4 district.
2. The property is located next to NE Bob Bullock Loop which is designated as an Expressway on the Long Range Thoroughfare Plan
3. The proposed district is compatible with other districts along NE Bob Bullock Loop.

## **IMPACT ANALYSIS**

**B-4 (Highway Commercial District):** The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

### **Is this change contrary to the established land use pattern?**

No, the existing land use pattern along this section of Bob Bullock loop includes Heavy Commercial uses.

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

No, there is a B-4 District adjacent to the southeast..

### **Will change adversely influence living conditions in the neighborhood?**

Yes, the proposed district may introduce more intense uses to the area.

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

No, the existing B-3 district allows for sufficient commercial uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

## **STAFF RECOMMENDATION**

Staff supports the proposed zone change.

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## **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**



N/A

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**Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Exhibits and Survey

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## **ORDINANCE NO. 2016-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7.62 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT NE BOB BULLOCK LOOP NORTH OF CREPUSCULO DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 7.62 acres as further described by metes and bounds in attached Exhibit "A", located at NE Bob Bullock Loop North of Crepusculo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 7.62 acres as further described by metes and bounds in attached Exhibit "A", located at NE Bob Bullock Loop North of Crepusculo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District).



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

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

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

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

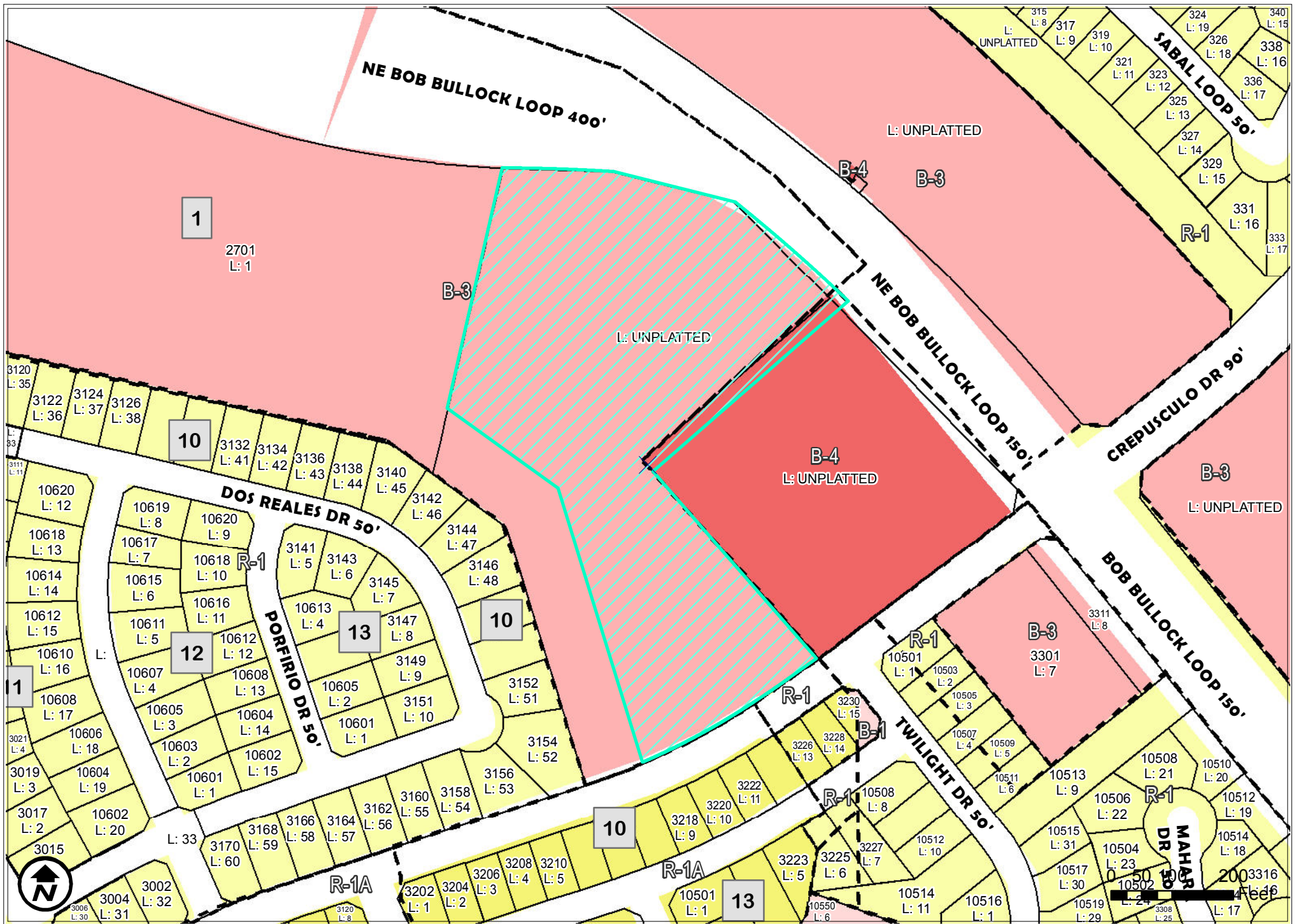
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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







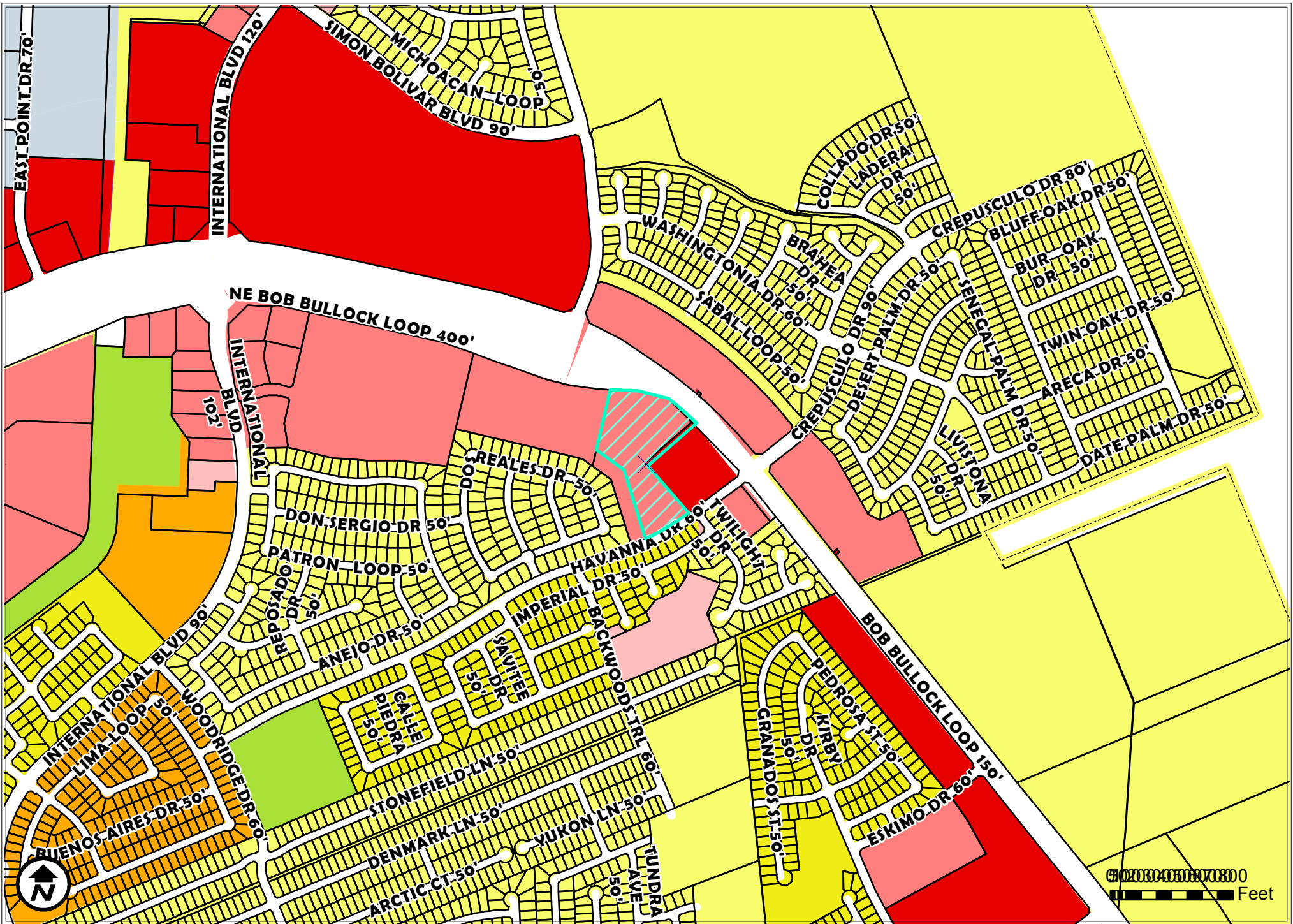


AERIAL MAP  
1 inch = 200 feet  
Date: 4/4/2016

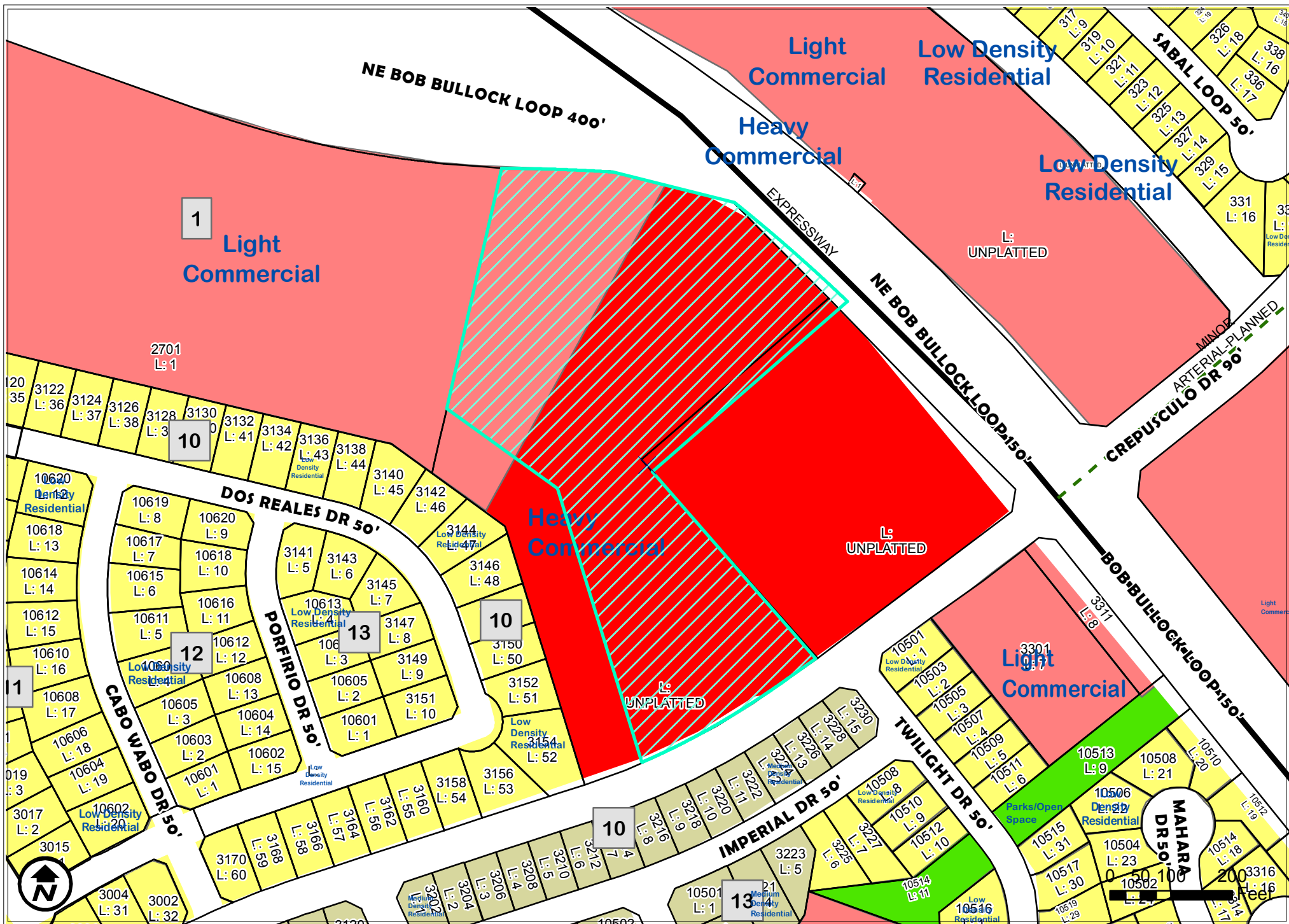
ZC-37-2016  
COUNCIL DISTRICT 6  
E OF 2701 NE BOB BULLOCK LOOP

REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)











**NE Bob Bullock Loop East of Crepusculo Drive  
B-3 (Community Business District) to B-4 (Highway Commercial District)  
ZC-37-2016**





**NE Bob Bullock Loop East of Crepusculo Drive  
B-3 (Community Business District) to B-4 (Highway Commercial District)  
ZC-37-2016**





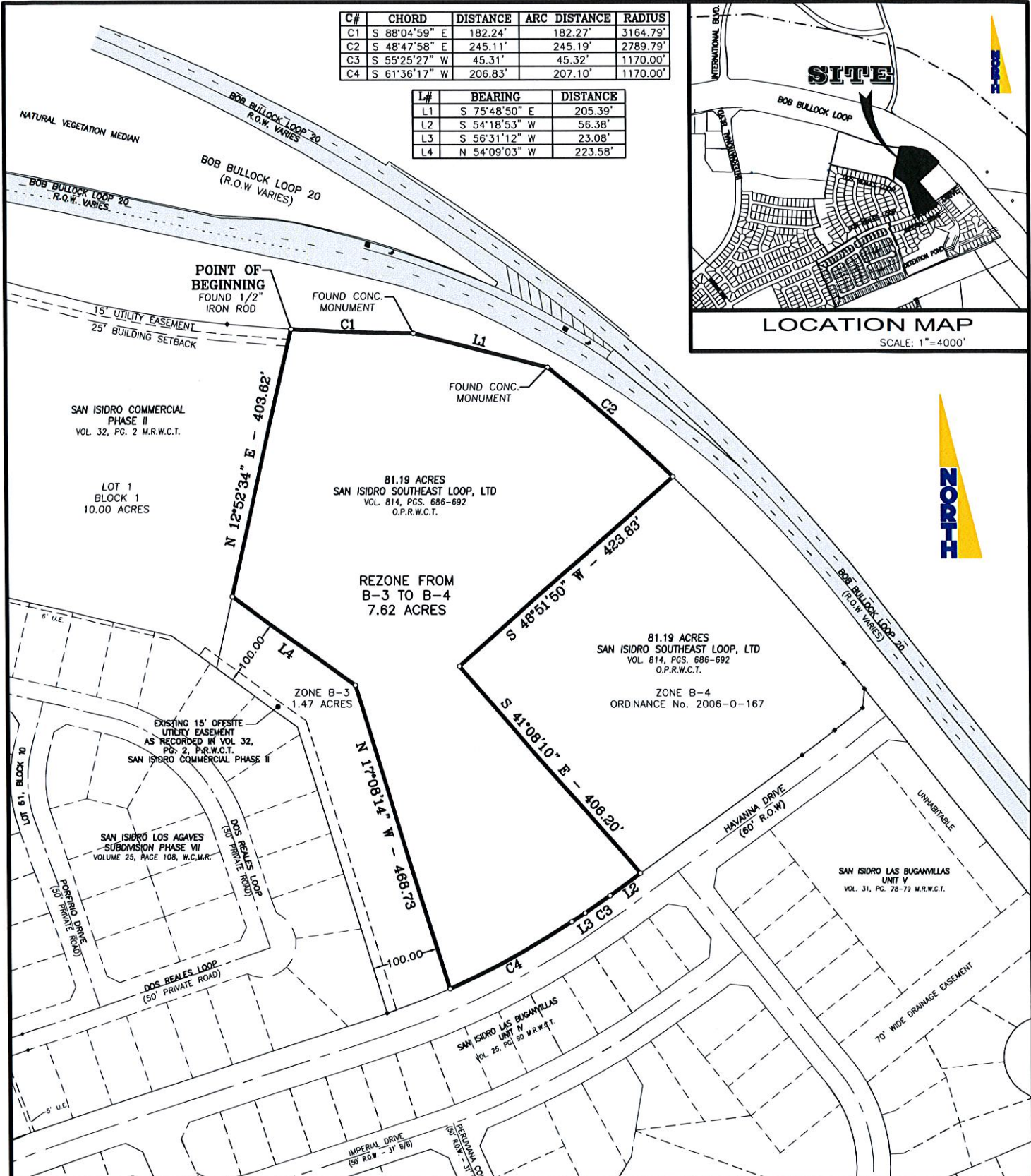
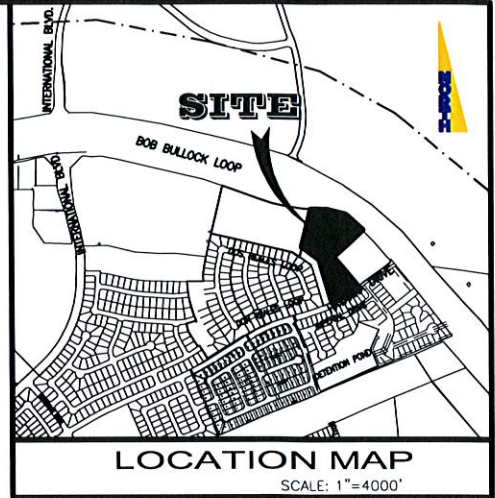
**NE Bob Bullock Loop East of Crepusculo Drive  
B-3 (Community Business District) to B-4 (Highway Commercial District)  
ZC-37-2016**





C#	CHORD	DISTANCE	ARC DISTANCE	RADIUS
C1	S 88°04'59" E	182.24'	182.27'	3164.79'
C2	S 48°47'58" E	245.11'	245.19'	2789.79'
C3	S 55°25'27" W	45.31'	45.32'	1170.00'
C4	S 61°36'17" W	206.83'	207.10'	1170.00'

L#	BEARING	DISTANCE
L1	S 75°48'50" E	205.39'
L2	S 54°18'53" W	56.38'
L3	S 56°31'12" W	23.08'
L4	N 54°09'03" W	223.58'



DRAWN BY:	J.C.R.
CHECKED BY:	R.M.V.
H.S.C. JOB No.	
DATE:	MARCH 22, 2016
REVISED DATE:	
SHEET:	
1	OF 2
GRAPHIC SCALE	
0 50 100 200	
(IN FEET)	
(8.5X11) 1 inch = 200 FT.	

**SAN ISIDRO SOUTHEAST**

**REZONE 7.62 ACRES  
FROM B-3 TO B-4**

**HOWLAND**  
ENGINEERING AND SURVEYING CO.  
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00  
7615 N. Bartlett Avenue / P.O. Box 451128 (78045) Laredo, TX. 78041  
P. 956.722.4411 / F. 956.722.5414  
[www.howlandcompanies.com](http://www.howlandcompanies.com)



**LEGAL DESCRIPTION  
REZONE FROM B-3 TO B-4**

**A TRACT OF LAND CONTAINING 7.62 ACRES (331,954 SF)**, more or less, situated in Leonardo Garcia, Original Grantee, Porcion 21, Abstract 49, City of Laredo, Webb County, Texas, being out of San Isidro Southeast Loop, LTD., 81.19 acres, as recorded in Volume 814, Pages 686-692 of the Official Public Records Webb County, Texas. This 7.62 acre tract of land being more particularly described as follows, to-wit:

**BEGINNING** at a 1/2" iron rod being at the northeast corner of San Isidro Commercial Phase II, recorded in Volume 32, Page 2, of the Map Records of Webb County, Texas, also being a point on the south Right of Way of Bob Bullock Loop (Loop 20) for the **TRUE POINT OF BEGINNING**;

**THENCE**, along the south Right of Way of Loop 20, being on a curve having a radius of 3164.79 FEET and a Chord of S88°04'59"E-182.24 FEET;

**THENCE**, along said curve an arc length of **182.27 FEET** to a found concrete monument, for a point of deflection right;

**THENCE**, S 75°48'50"E, along the south Right of Way of Loop 20, a distance of **205.39 FEET**, to a found concrete monument, being on a curve having a radius of 2789.79 FEET and a Chord of S 48°47'58" E – 245.11 feet;

**THENCE**, along said curve an arc length of **245.19 FEET**, being the north corner of a rezone from AG to B-4 as per Ordinance Number 2006-O-167, for a point of deflection right;

**THENCE**, S 48°51'50"W, along the northwest boundary of said Ordinance, a distance of **423.83 FEET**, for a point of deflection left;

**THENCE**, S 41°08'10"E, along the southwest boundary of said Ordinance, a distance of **406.20 FEET**, being a point on the north right of way of Havanna Drive, for a point of deflection right;

**THENCE**, S54°18'53"W, a distance of **56.38 FEET**, being on a curve to the right, having a radius of 1170.00 feet, and a Chord of S 55°25'27" W – 45.31 feet;

**THENCE**, along said curve to the right, an arc length of **45.32 FEET**, for a point of deflection right;

**THENCE**, S 56°31'12"W, along the north Right of Way of Havanna Drive, a distance of **23.08 FEET**, to a point being on a curve having a radius of 1170.00 feet, and a Chord of S 61°36'17" W – 206.83 feet;

**THENCE**, along said curve to the right, an arc length of **207.10**, for a point of deflection right;

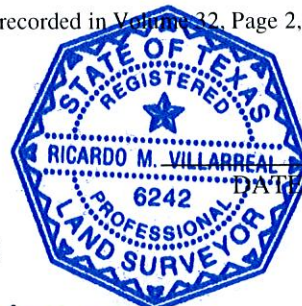
**THENCE**, N 17°08'14"W, a distance of **468.73 FEET**, being 100 feet from the east boundary of San Isidro Los Agaves Phase VII Subdivision, as recorded in Volume 25, Page 108 of the Map Records of Webb County, Texas, for a point of deflection left;

**THENCE**, N 54°09'03"W, a distance of **223.58 FEET**, being 100 feet from the east boundary of said San Isidro Los Agaves Phase VII Subdivision, to a point being the east boundary of said San Isidro Commercial Phase II, for a point of deflection right;

**THENCE**, N 12°52'34"E, along the east boundary of said San Isidro Commercial Phase II, a distance of **403.62 FEET** to the **POINT OF BEGINNING** and containing 7.62 acres of land, more or less.

**BASIS OF BEARING:** San Isidro Loop 20 Commercial Phase II, as recorded in Volume 32, Page 2, of the Map Records of Webb County, Texas.

  
RICARDO M. VILLARREAL RPLS #6242

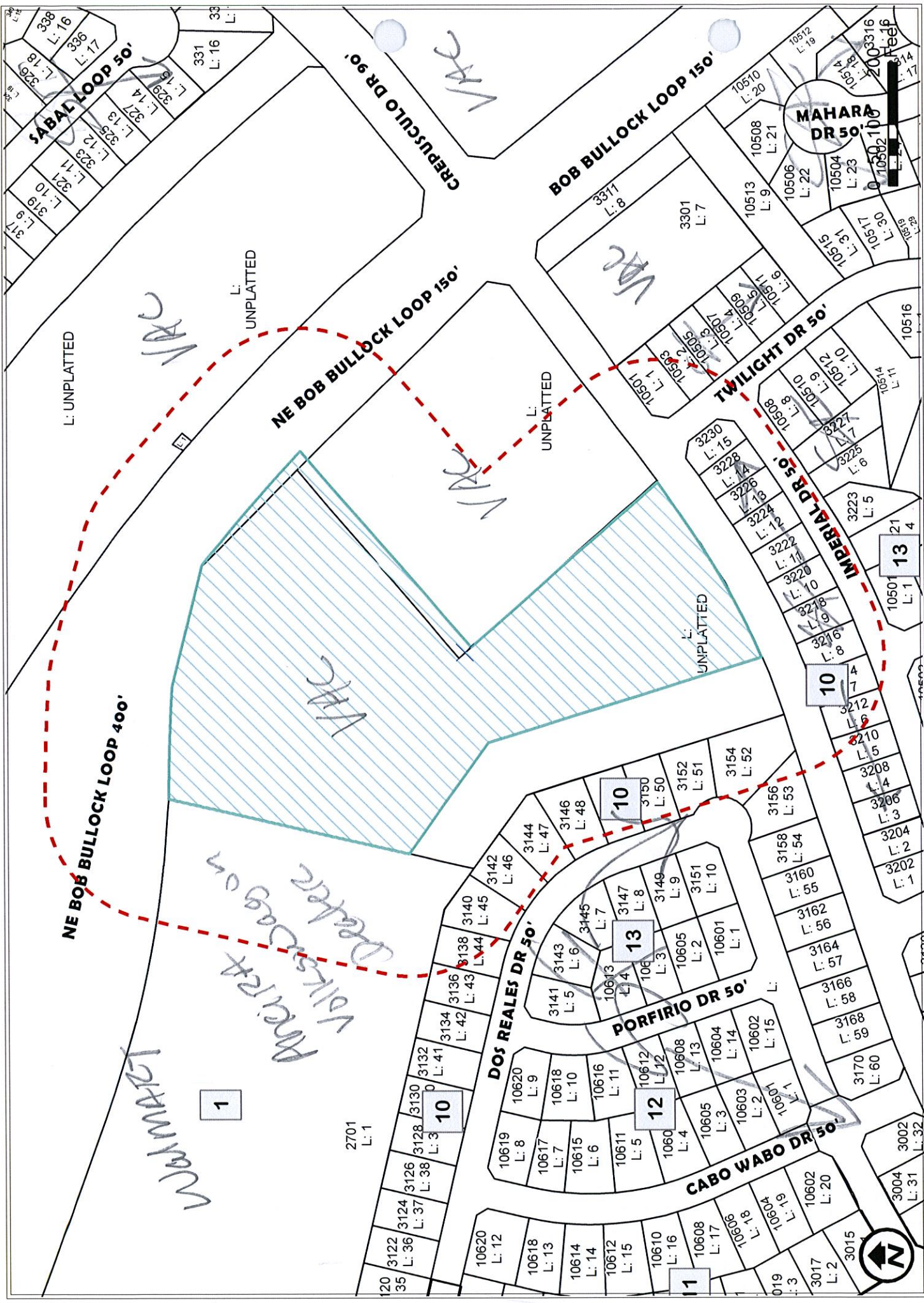


3/22/16

**SHEET 2 OF 2**

[www.howlandcompanies.com](http://www.howlandcompanies.com)





REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
→ B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-37-2016  
COUNCIL DISTRICT 6  
E OF 2701 NE BOB BULLOCK LOOP

200' NOTIFICATION  
1 inch = 200 feet  
Date: 4/4/2016



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Daniel Lopez, applicant; Lincoln HRP, Inc., owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a pool hall/snack bar on Lots 9 and 10 less the North six feet of Lot 9, Block 86, Western Division, located at 318 and 320 Iturbide Street; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VIII

**PREVIOUS COUNCIL ACTION**

City Council approved a zone change on Lot 10 to B-3 (Community Business District) at the regular meeting of February 1, 2016.

**BACKGROUND**

**Council District:** VIII – The Honorable Roberto Balli

**Proposed use:** pool hall/snack bar with onsite consumption of alcohol

**Site:** Vacant commercial structure

**Surrounding land uses:** North of the property are single-family residential uses, multi-family residences and vacant commercial structures. South of the property are multi-family residences, Freddy's Auto Repair, vacant lots, City Plumbing, La Azteca Ropa Usada and single-family residential uses. East of the site are single-family residential uses, multi-family residences and vacant commercial structures. West of the site and single-family residential uses, Iglesia Cristiana and multi-family residences.

**Comprehensive Plan:** The Comprehensive Plan identifies this area as Light Commercial.

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

**Letters sent to surrounding property owners:** 44 In Favor: 0 Opposed: 2



## **STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits pool halls with onsite consumption of alcohol in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-1 and B-3. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not compatible with the adjacent established residential neighborhood.
2. The property does not meet the minimum 300' distance requirement from a residential zone or use.
3. The proposed C.U.P. will encroach into the established neighborhood and introduce more intense and incompatible uses.

Staff does not support the Conditional Use Permit at this location but recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Daniel Lopez and Lincoln HRP, Inc., and is nontransferable.
2. The C.U.P. is restricted to a pool hall with onsite consumption of alcohol with operating hours from 5:00 p.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. The business shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The business shall, during all hours of operation, maintain, free from obstruction or



impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

15. The business shall undergo an annual Fire Inspection.

16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

### **COMMITTEE RECOMMENDATION**

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

### **STAFF RECOMMENDATION**

Staff **does not support** the proposed Conditional Use Permit.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

### **Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Measurements Map

Pictures

Exhibits and Survey

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A POOL HALL/SNACK BAR ON LOTS 9 AND 10 LESS THE NORTH SIX FEET OF LOT 9, BLOCK 86, WESTERN DIVISION, LOCATED AT 318 AND 320 ITURBIDE STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a pool hall/snack bar on Lots 9 and 10 less the North six feet of Lot 9, Block 86, Western Division, located at 318 and 320 Iturbide Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a pool hall/snack bar on Lots 9 and 10 less the North six feet of Lot 9, Block 86, Western Division, located at 318 and 320 Iturbide Street.

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

1. The C.U.P. shall be issued to Daniel Lopez and Lincoln HRP, Inc., and is nontransferable.
2. The C.U.P. is restricted to a pool hall with onsite consumption of alcohol with operating hours from 5:00 p.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.



5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. The business shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The business shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
15. The business shall undergo an annual Fire Inspection.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.



- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

## 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

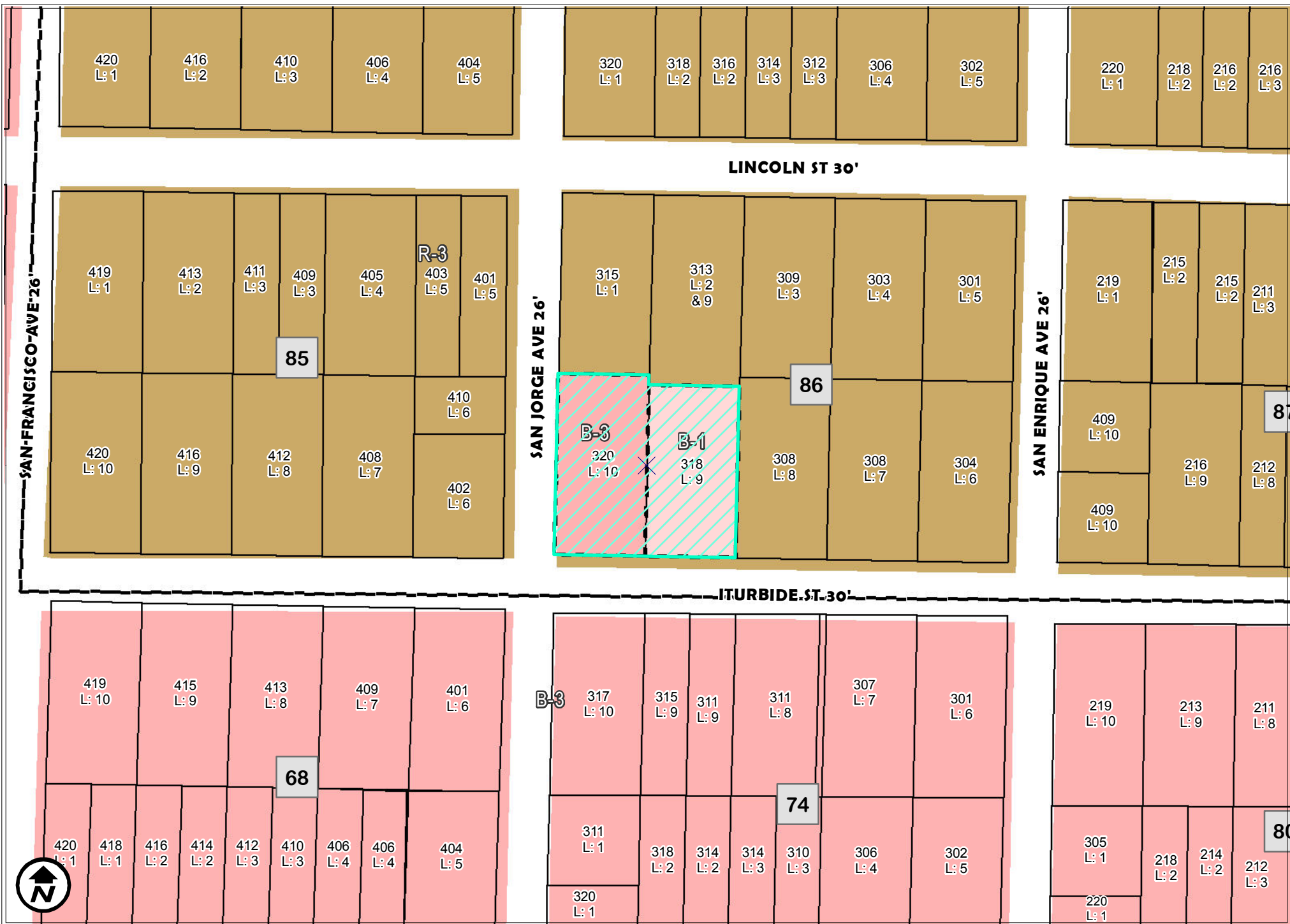
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





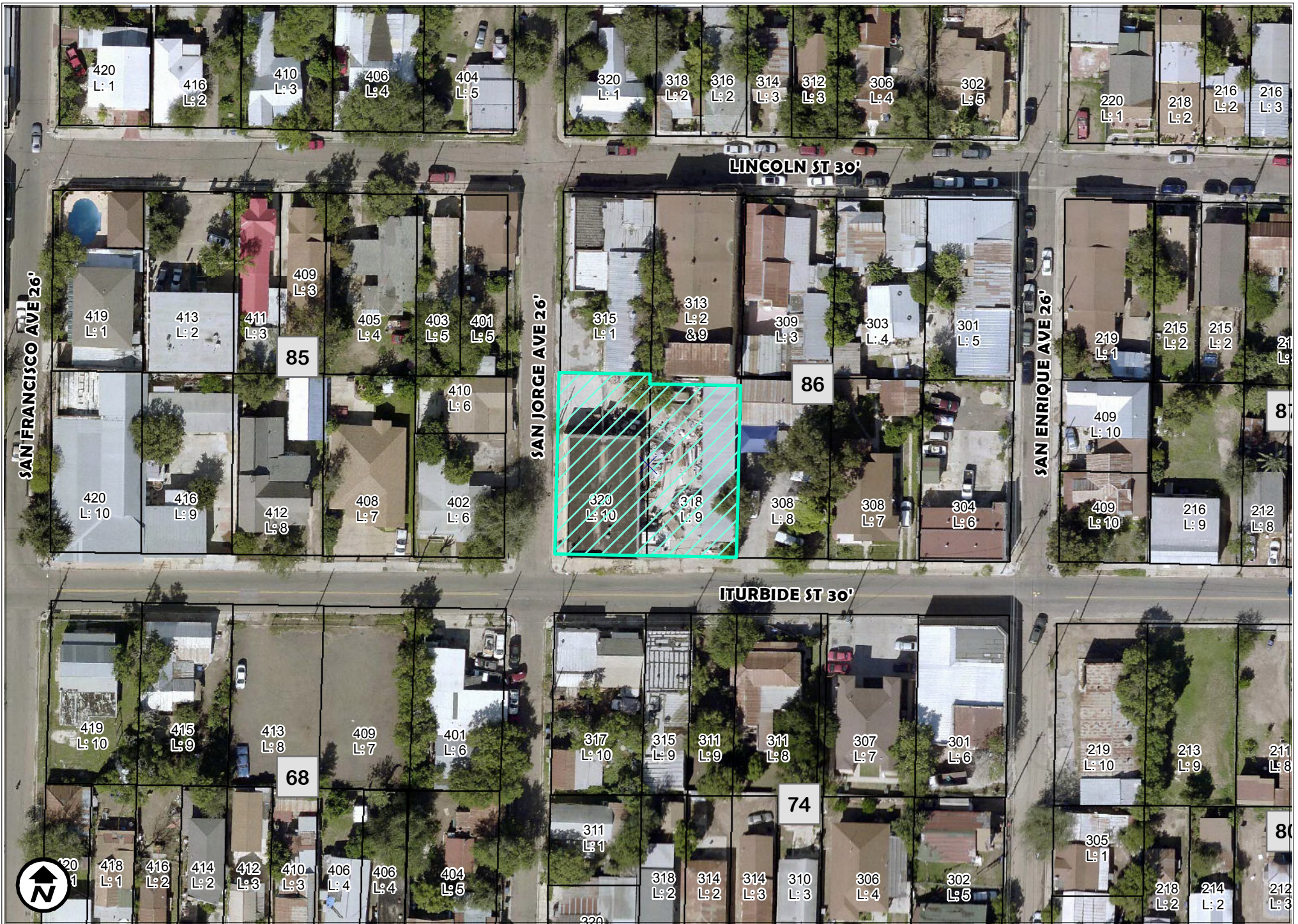
ZONING MAP  
1 inch = 75 feet  
Date: 4/4/2016

ZC-35-2016  
COUNCIL DISTRICT 8  
318-320 ITURBIDE ST

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> POOL HALL/ SNACK BAR

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



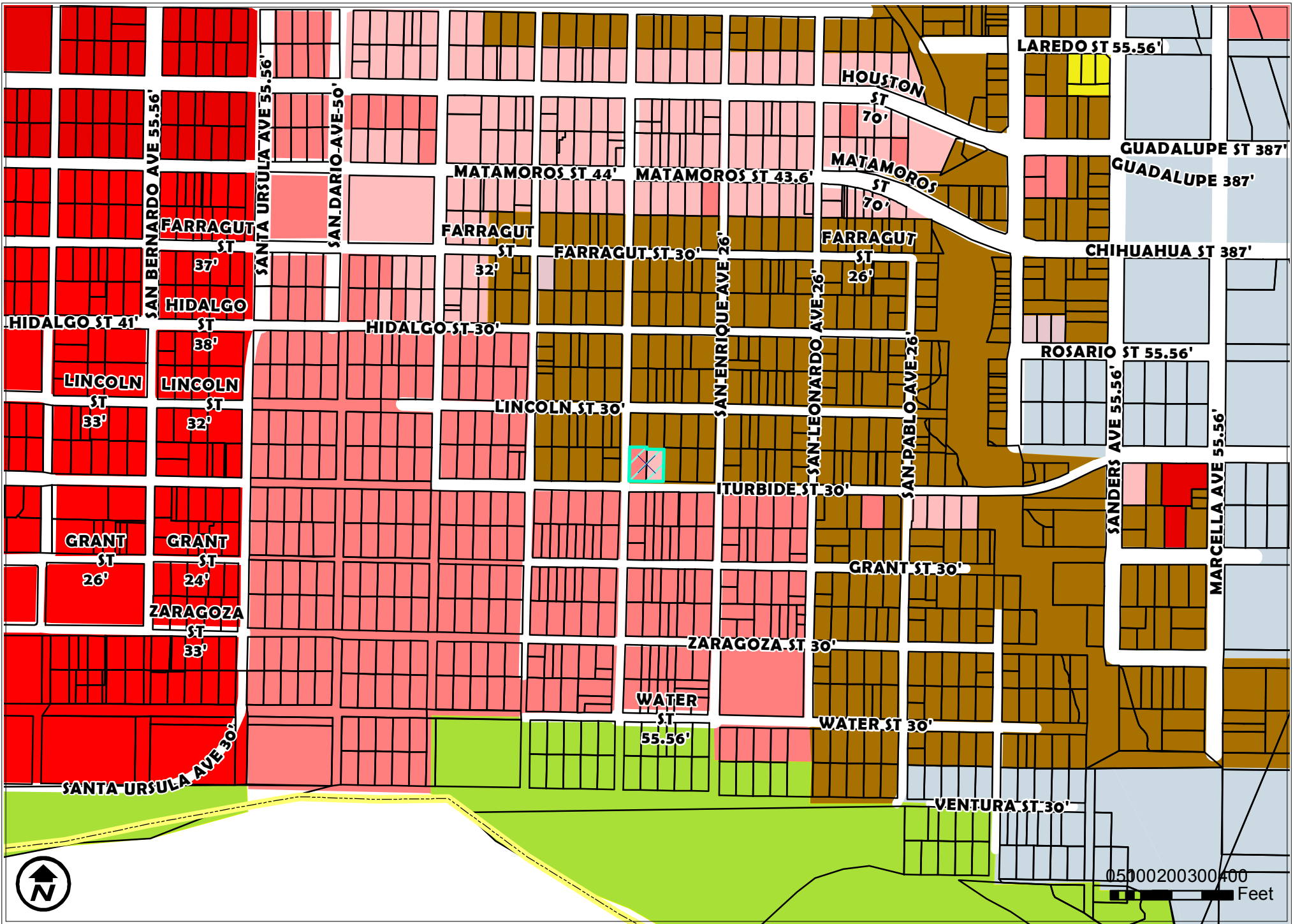


AERIAL MAP  
1 inch = 75 feet  
Date: 4/4/2016

ZC-35-2016  
COUNCIL DISTRICT 8  
318-320 ITURBIDE ST

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> POOL HALL/ SNACK BAR



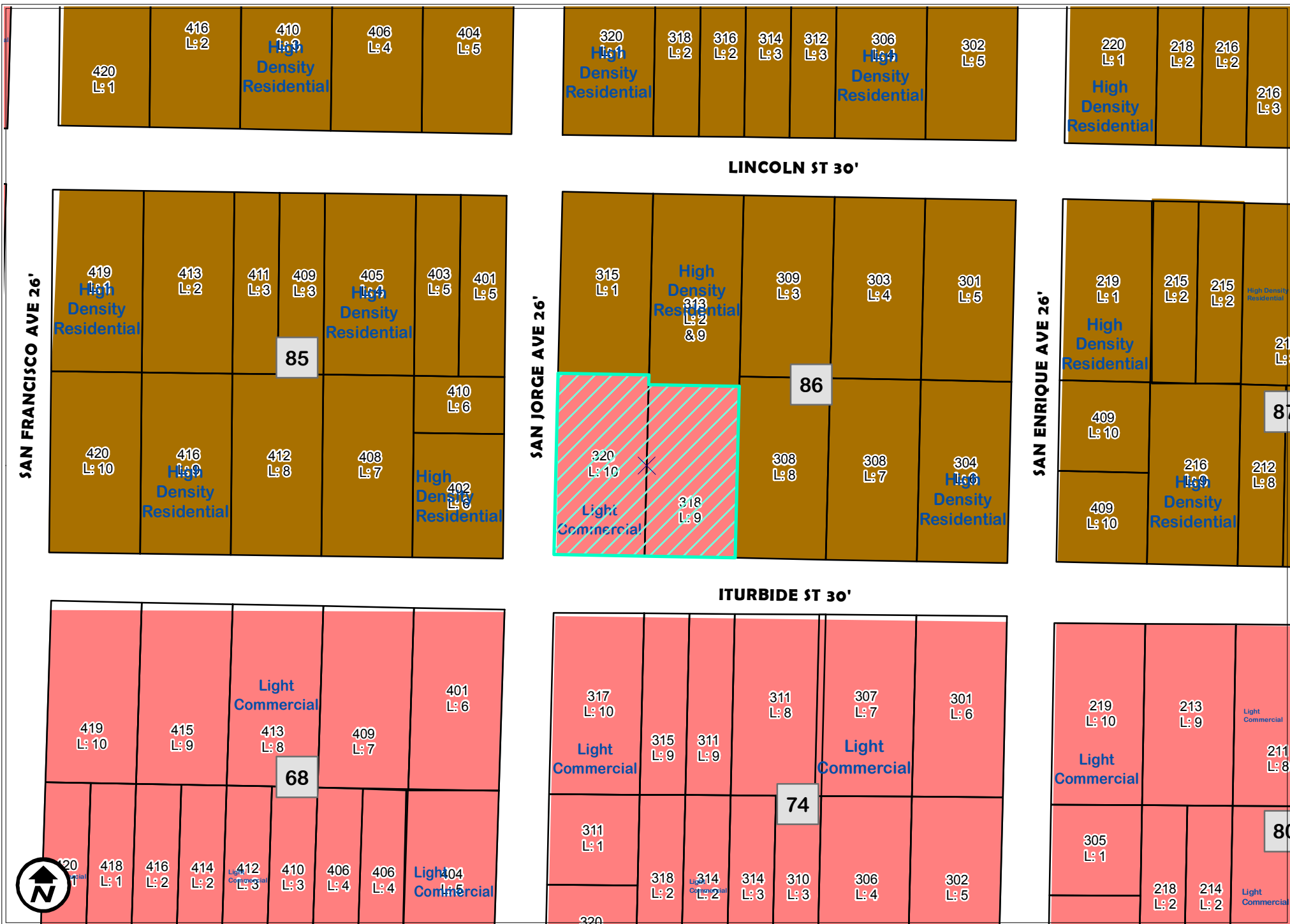


**ZONING OVERVIEW**  
 1 inch = 400 feet  
 Date: 4/4/2016

**ZC-35-2016**  
**COUNCIL DISTRICT 8**  
**318-320 ITURBIDE ST**

**APPLICATION FOR**  
**C.U.P. (CONDITIONAL USE PERMIT)**  
**-> POOL HALL/ SNACK BAR**





FUTURE LANDUSE MAP

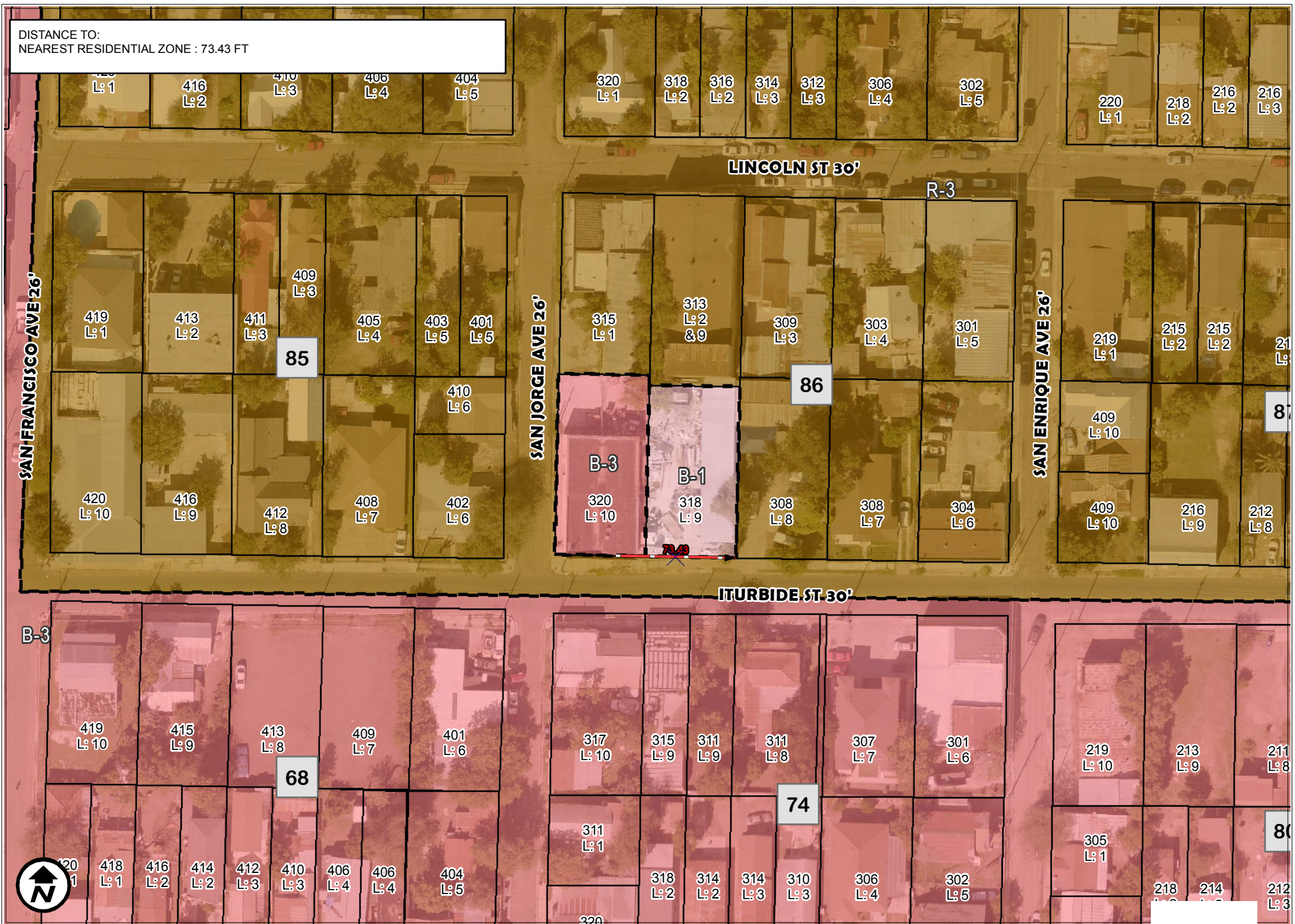
1 inch = 75 feet  
Date: 4/4/2016

ZC-35-2016  
COUNCIL DISTRICT 8  
318-320 ITURBIDE ST

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> POOL HALL/ SNACK BAR



DISTANCE TO:  
NEAREST RESIDENTIAL ZONE : 73.43 FT



MEASUREMENTS  
1 inch = 75 feet  
Date: 4/15/2016



**318 and 330 Iturbide Street  
B1 (Limited Business District) & B-3 (Community Business District)  
to CUP (pool hall/snack bar)  
ZC-35-2016**





**318 and 330 Iturbide Street  
B1 (Limited Business District) & B-3 (Community Business District)  
to CUP (pool hall/snack bar)  
ZC-35-2016**





**318 and 330 Iturbide Street  
B1 (Limited Business District) & B-3 (Community Business District)  
to CUP (pool hall/snack bar)  
ZC-35-2016**





DANIEL LOPEZ.

LINCOLN HRP LCC.

Lot... 9, Lot 10. Blk. 86 W.D.  
(N. 6 of 9) 320 Iturbide.

NORTH..

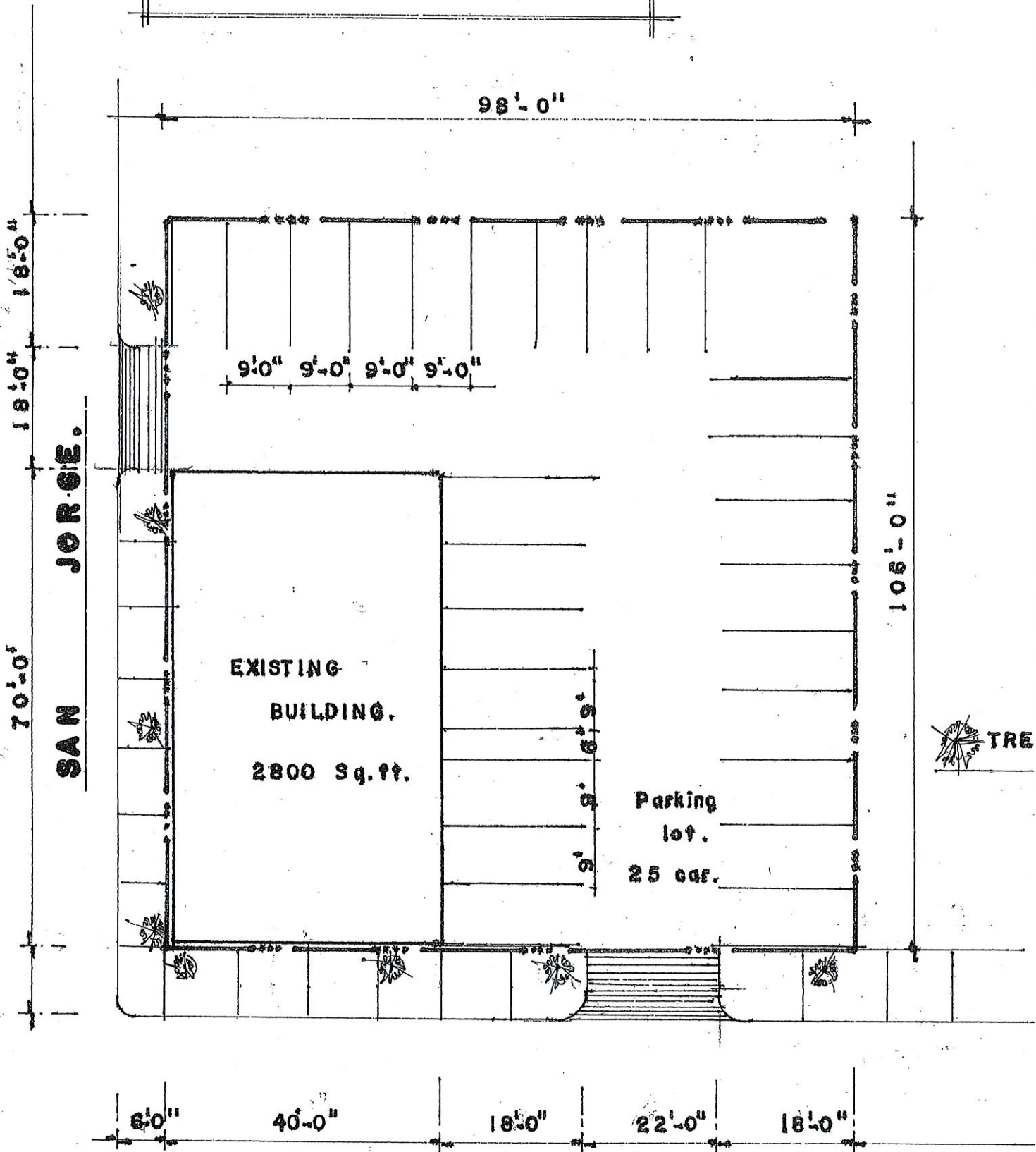


Exhibit A

ITURBIDE.

SITE PLAN.

scale 1 - 20



Date: March 10, 2016

Re: 320 Iturbide St.  
Laredo, Texas 78040

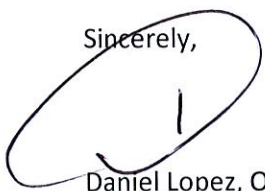
Proposed Use: Pool Hall / Snack Bar

We propose to use the above site as a Pool Hall along with a Snack Bar. The snack bar would consist of a 16'0 serving counter with bar stools. Customers will be able to sit down and enjoy their choice of a snack or beer and watch pool players play or a sporting event on any of the giant wall mounted TV Screens. Business hours will be from 5PM to 2AM with a staff of (3) employees and (1) manager. A total of (8) pool tables are to be installed with sufficient room between each for comfortable playing. Our goal is to bring in family and friends to play pool and enjoy a good time in a safe and peaceful atmosphere.

The outside building will be painted and beautified with sufficient lighting on the outside parking area so that our customers and neighbors can feel safe.

Please call me for any questions which might arise from the operation of the business. Thank you,

Sincerely,

A handwritten signature in black ink, appearing to be "Daniel Lopez", enclosed within a large, loopy oval shape.

Daniel Lopez, Owner







**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Rodolfo Ibarra, owner

**Staff Source:** Nathan R. Bratton, Planning Director

---

**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a welding shop on Lot 7, Block 1330, Eastern Division, located at 906 S. Zapata Highway; providing for publication and effective date.

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

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** III – The Honorable Alejandro “Alex” Perez

**Proposed use:** Welding Shop

**Site:** Ibarra Iron Works

**Surrounding land uses:** North of the site are Maverick Fence Company, Yukon and Sames Motors. South of the site are a vacant lot, Mina’s Imports, Gil Transmissions and single-family residences. East of the site are US Highway 83, Webb County Constable Mike Villarreal, J.P. Jesus Salazar, Little Bit of Everything, A&J Car & Truck Detailing, multi-family residential uses and Triple A Auto Sales. West of the site are manufactured homes, vacant lots, multi-family residences, single-family residential uses and a parking/storage lot.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies US Highway 83 as an Expressway.

**Letters sent to surrounding property owners:** 16 In Favor: 1 Opposed: 1



## STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits welding shops in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The property is located along US Highway 83 which is designated as an Expressway.
2. The proposed use is compatible with the surrounding uses.

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Rodolfo Ibarra and is nontransferable.
2. The C.U.P. is restricted to a welding shop with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. All areas used for parking and storage of vehicles and equipment must be fully paved.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.



## COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the Conditional Use Permit.

## STAFF RECOMMENDATION

Staff supports the proposed Conditional Use Permit.

---

### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

### Attachments

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Exhibits and Survey

---



## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A WELDING SHOP ON LOT 7, BLOCK 1330, EASTERN DIVISION, LOCATED AT 906 S. ZAPATA HIGHWAY; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a welding shop on Lot 7, Block 1330, Eastern Division, located at 906 S. Zapata Highway; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a welding shop on Lot 7, Block 1330, Eastern Division, located at 906 S. Zapata Highway.

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

1. The C.U.P. shall be issued to Rodolfo Ibarra and is nontransferable.
2. The C.U.P. is restricted to a welding shop with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. All areas used for parking and storage of vehicles and equipment must be fully paved.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.



7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

#### 1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council’s final approval date.

#### 2. Procedures



Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

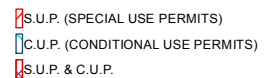
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY







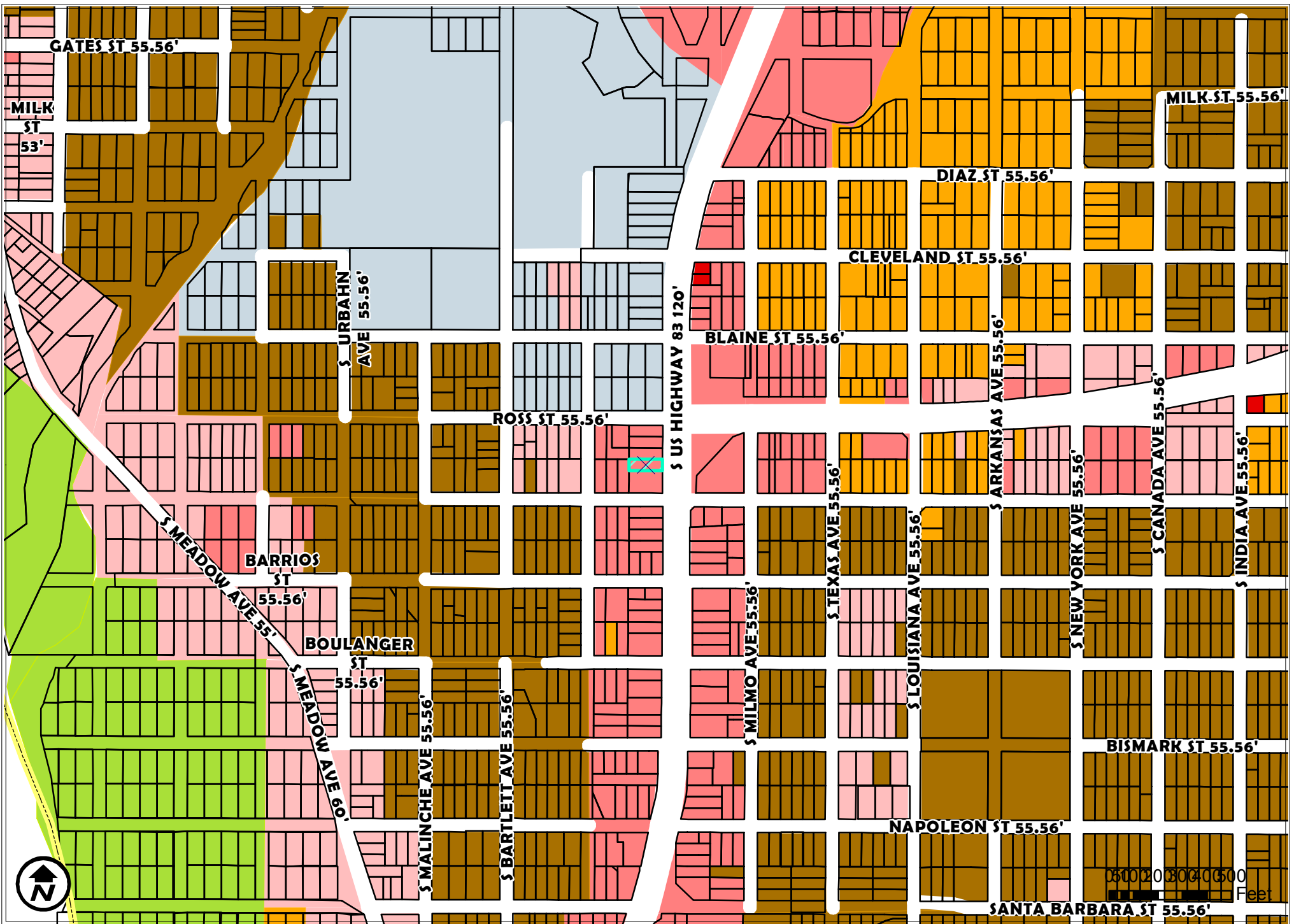


AERIAL MAP  
1 inch = 100 feet  
Date: 4/1/2016

ZC-32-2016  
COUNCIL DISTRICT 3  
906 S US HIGHWAY 83

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> WELDING SHOP





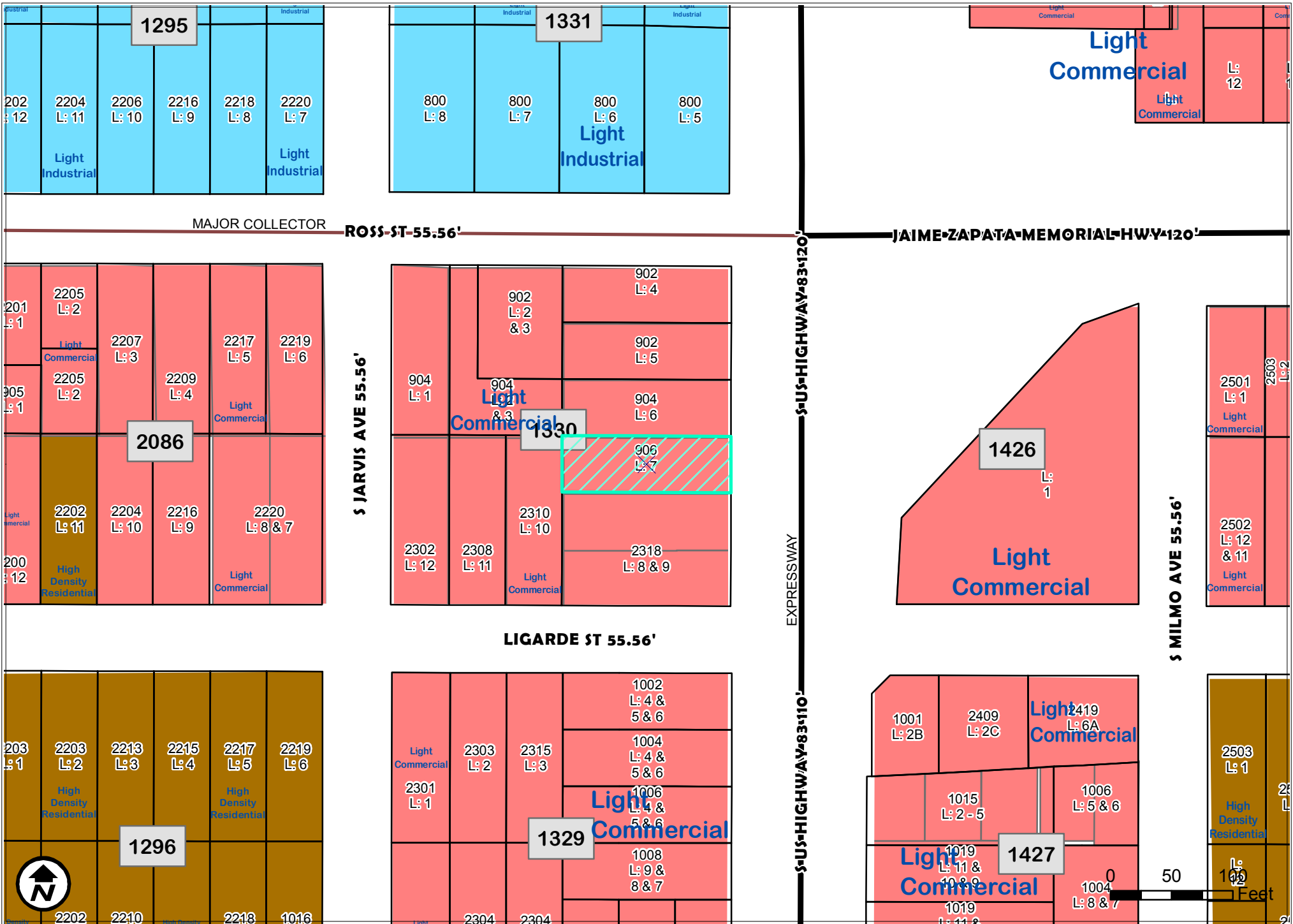
# ZONING OVERVIEW

1 inch = 500 feet  
Date: 4/1/2016

ZC-32-2016  
COUNCIL DISTRICT 3  
906 S US HIGHWAY 83

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> WELDING SHOP





FUTURE LANDUSE MAP

ZC-32-2016

1 inch = 100 feet

Date: 4/1/2016

COUNCIL DISTRICT 3

906 S US HIGHWAY 83

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

-> WELDING SHOP



**906 S. Zapata Highway  
B-3 (Community Business District) to CUP (welding shop)**





**906 S. Zapata Highway  
B-3 (Community Business District) to CUP (welding shop)**





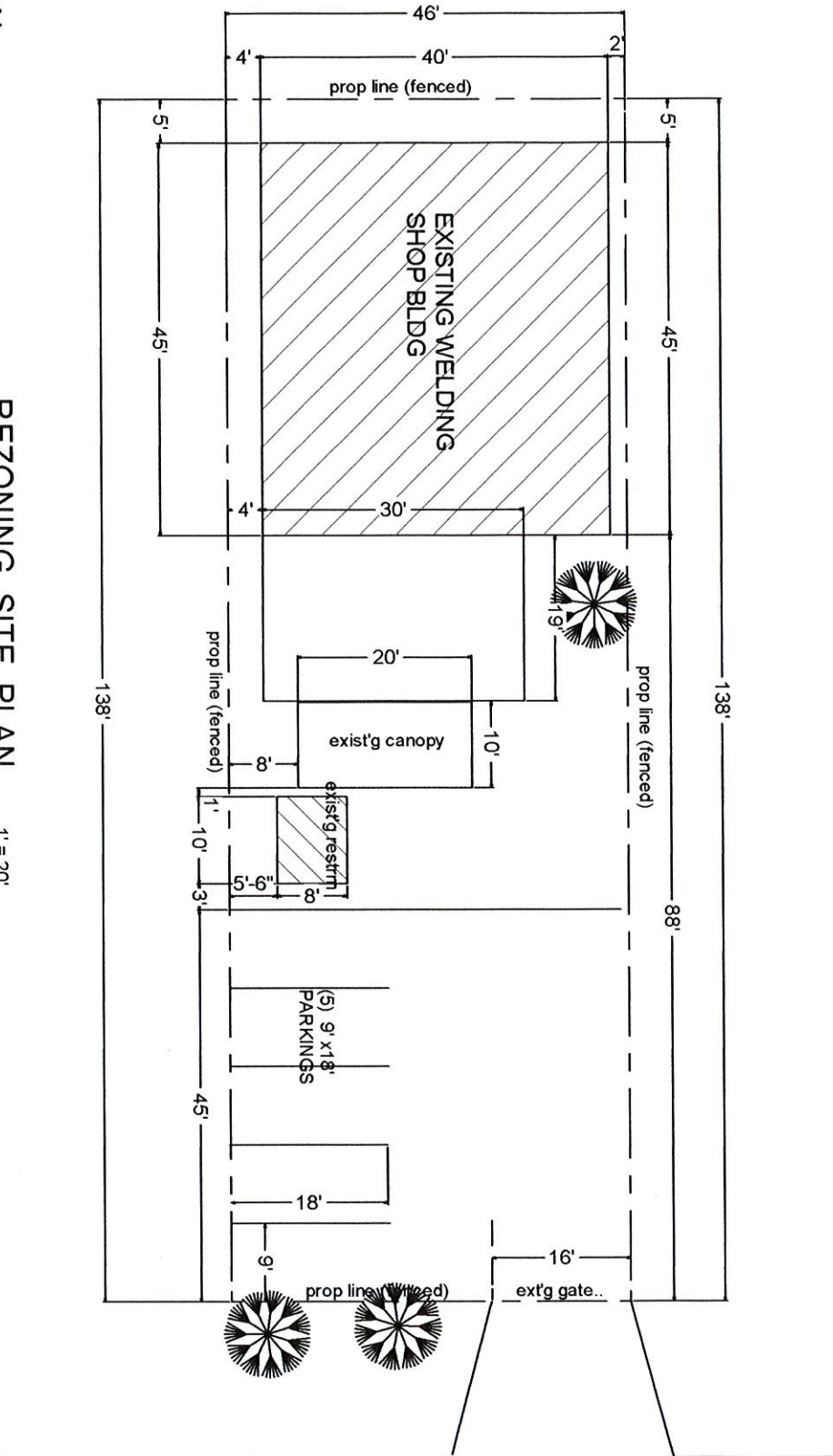
**906 S. Zapata Highway  
B-3 (Community Business District) to CUP (welding shop)**







REZONING SITE PLAN 1" = 20'



ZAPATA (83) S. HWY

Exhibit A

IBARRA WELDING SHOP

906 S. HWY 83

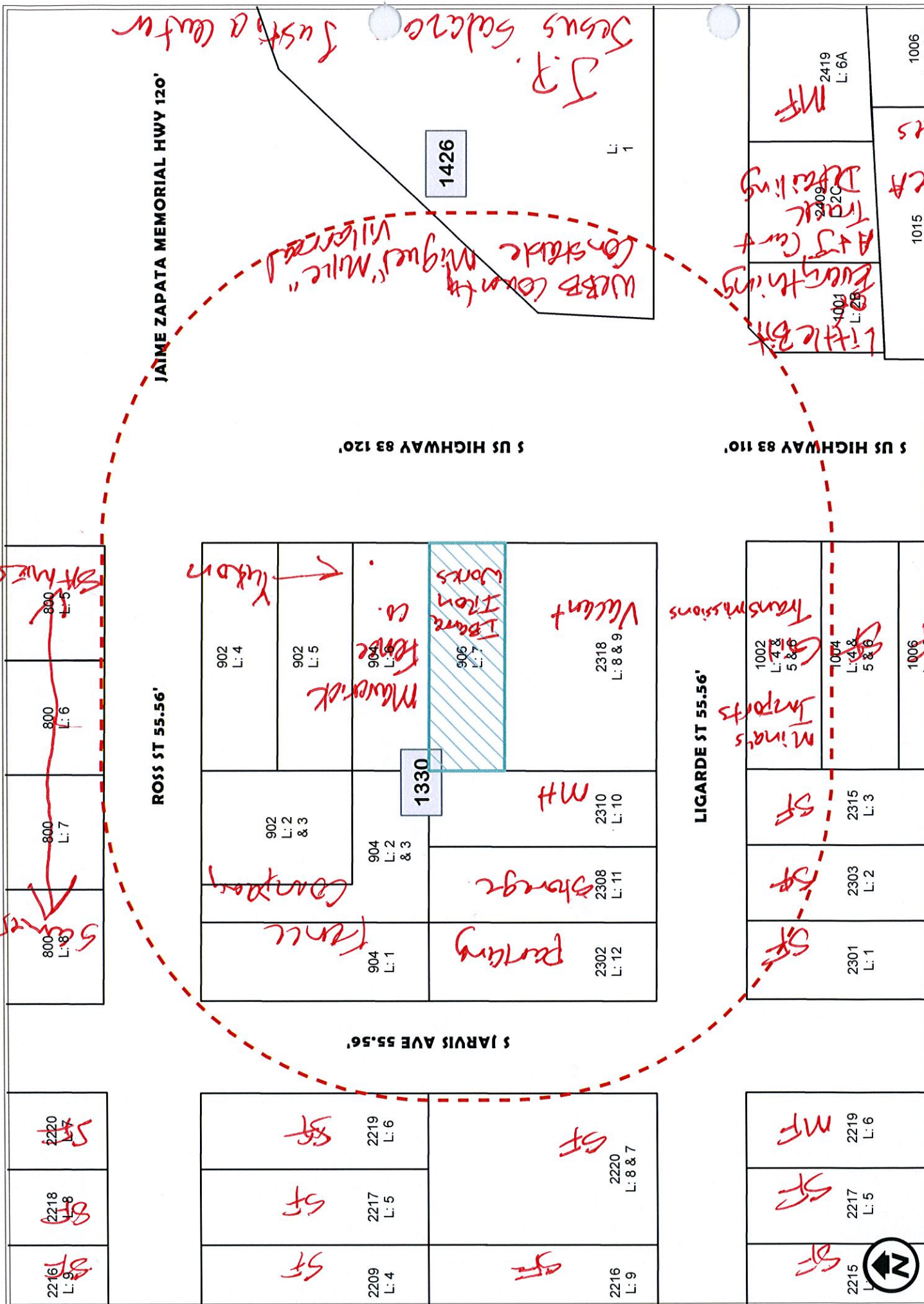


EL trabajo que Desempeño  
EN el Lugar de 906 ZAPATA  
Huy Soldadura. ~~Por~~ Asemas  
portones. Rejas. y Cercas,  
de Fierro Al Asemas  
El trabajo. y despues  
Lo instalamos. EN LAS  
CASAS. Es todo El  
trabajo que. Asemas  
des de As. 20 años.

8 A 5  
2 trabajadores Mijo y yo.

*Roberto*





*J.P. Jesus Salazar Just a center*

*WEB County Miguel "Mile" Villareal*

*Little Bit Everything A+J Car Wash Detailing MF*

*Triple A Auto Sales*

*San Luis SF 800 L: 5 SF 800 L: 6 SF 800 L: 7 SF 800 L: 8*

*Francis Maurick Iron Works Vacant*  
904 L: 1  
904 L: 2 & 3  
902 L: 2 & 3  
902 L: 4  
902 L: 5  
904 L: 6  
905 L: 7  
2310 L: 10  
2308 L: 11  
2302 L: 12

*Transmissions Imports*  
1002 L: 4 & 5 & 6  
1004 L: 4 & 5 & 6  
2315 L: 3  
2303 L: 2  
2301 L: 1

JARVIS AVE 55.56'

ROSS ST 55.56'

LIGARDE ST 55.56'

US HIGHWAY 83 120'

US HIGHWAY 83 110'

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

ZC-58-2015  
COUNCIL DISTRICT 3  
906 S US HIGHWAY 83

200' NOTIFICATION  
1 inch = 75 feet  
Date: 7/1/2015



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** SL & EG Laurel, LLC, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a bus terminal on Lots 6 and 7, Block 120, Western Division, located at 801, 803 and 805 Victoria Street; providing for publication and effective date.

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

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** VIII – The Honorable Roberto Balli

**Proposed use:** Bus Terminal

**Site:** Vacant commercial structure

**Surrounding land uses:** North of the site include a vacant commercial structure, EZ Pawn, Casa de Cambio, Mora Optical and Tornado Bus Lines. South of the site include Grupo Cambiaro USA-Mex Inc., Chevron, offices, Pro-Diesel of Laredo and Americanos Autobuses. West of the site include Law Offices, Aguila Express, Frank Architects, Da Vita La Central Dialysis, Webb County Sherriff's Office and Rapid Print. East of the property include Interstate 35 and a park.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Mixed Use.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Victoria Street as a Major Collector.

**Letters sent to surrounding property owners:** 11 In Favor: 0 Opposed: 0

**STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Bus



Terminals in zones B-4, M-1, M-2 and MXD. This property is currently zoned CBD. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, “Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.”

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is compatible with the adjacent uses in the area.
2. The property fronts Santa Ursula Avenue (IH 35) which is designated as an Expressway.
3. The proposed use is consistent with the Comprehensive Plan’s designation for this area as Mixed Use.

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to SL & EG Laurel, LLC and is nontransferable.
2. The C.U.P. is restricted to a bus terminal open 24 hours per day, every day.
3. The C.U.P. is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a CBD District.
5. All areas used for storage of buses must be fully paved.
6. All buses must enter through Houston Street and exit through Victoria Street.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. All passenger loading and unloading must be conducted on-site and not on any public street or right-of-way.

### **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 9 to 0 vote, recommended approval of the Conditional Use Permit.

### **STAFF RECOMMENDATION**

Staff supports the proposed Conditional Use Permit.

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## **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

## **Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Exhibits and Survey

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BUS TERMINAL ON LOTS 6 AND 7, BLOCK 120, WESTERN DIVISION, LOCATED AT 801, 803 AND 805 VICTORIA STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit by for a bus terminal on Lots 6 and 7, Block 120, Western Division, located at 801, 803 and 805 Victoria Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a bus terminal on Lots 6 and 7, Block 120, Western Division, located at 801, 803 and 805 Victoria Street.

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

1. The C.U.P. shall be issued to SL & EG Laurel, LLC and is nontransferable.
2. The C.U.P. is restricted to a bus terminal open 24 hours per day, every day.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a CBD District.
5. All areas used for storage of buses must be fully paved.
6. All buses must enter through Houston Street and exit through Victoria Street.



7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. All passenger loading and unloading must be conducted on-site and not on any public street or right-of-way.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

#### 1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council’s final approval date.

#### 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.



- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

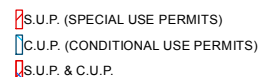
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY









AERIAL MAP  
1 inch = 100 feet  
Date: 4/1/2016

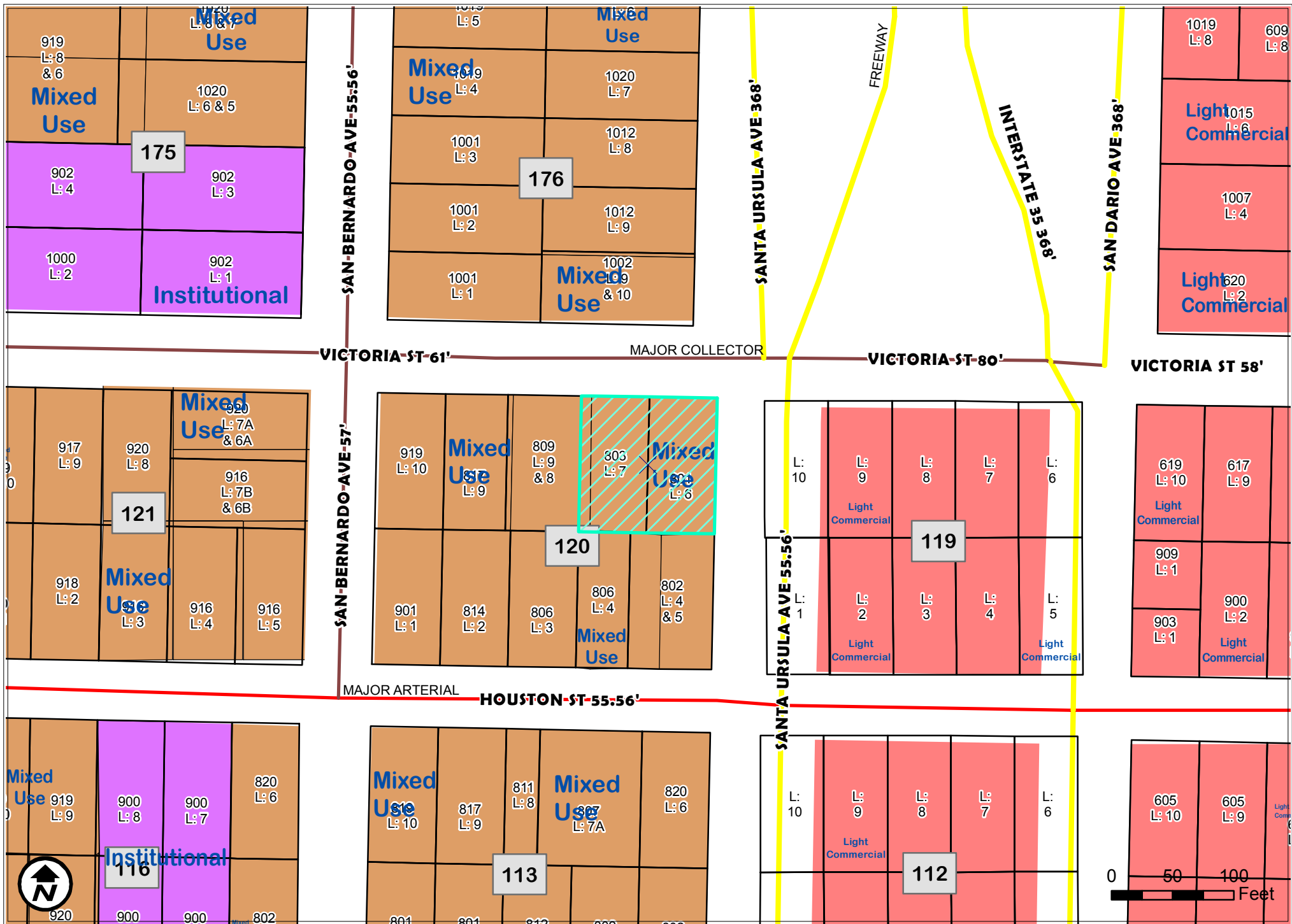
ZC-24-2016  
COUNCIL DISTRICT 8  
801-805 VICTORIA ST

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BUS TERMINAL









FUTURE LANDUSE MAP

1 inch = 100 feet

Date: 4/1/2016

ZC-24-2016

COUNCIL DISTRICT 8

801-805 VICTORIA ST

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

-> BUS TERMINAL



**803 and 805 Victoria Street  
CBD (Central Business District) to CUP Request (bus terminal)  
ZC-24-2016**





**803 and 805 Victoria Street  
CBD (Central Business District) to CUP Request (bus terminal)  
ZC-24-2016**





803 and 805 Victoria Street  
CBD (Central Business District) to CUP Request (bus terminal)  
ZC-24-2016







517 East Jefferson BLVD Dallas, TX 75203

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February 25, 2015

To Whom It May Concern

The purpose of this letter is to inform the activities planned to be performed at 801 Victoria St.. Where, We Executive Vans & Limousines LLC (EVL), as an international passenger bus transportation company, is intended to perform the following commercial activities:

- Ticket sales.
- Full Size bus services Pick Up and Drop Off Passengers .
- 24 Business Operation, 365 days of the year.
- 10 Number of Employees on Duty between the 3 shifts.

Should you have any questions, please contact me at your best convenience.

Thank you in advance for your help and cooperation.

LILIANA AGUILAR

General Director

(713) – 219 -9372

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Texas Accessibility  
Standards

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 60	2
61 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

BUS TERMINAL

BUILDING AREA: - - - - -

BUILDING SETBACKS

NORTH: EXISTING  
SOUTHEAST: EXISTING  
WEST: EXISTING  
EAST: EXISTING

PARKING SPACES

EXISTING

ADA PARKING: 1 SPACE REQUIRED PER TABLE 208.2, TAS

LANDSCAPE (GREEN AREA ONLY)

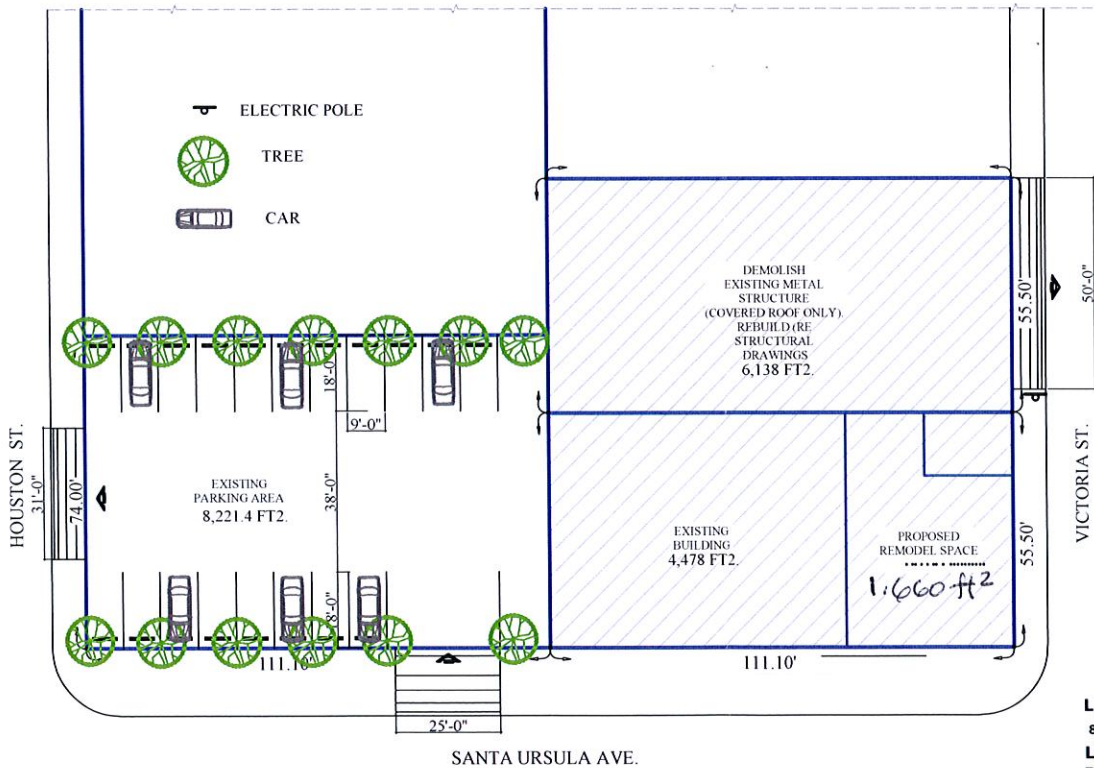
IF REQUIRED BY JURISDICTION, LANDSCAPE PLANS BY  
OTHERS.

DETENTION AREA

IF REQUIRED, PER CIVIL ENGINEER

GENERAL SITE PLAN NOTES

1. SITE LAYOUT INCLUDING BUILDING IS FOR REFERENCE ONLY TO IDENTIFY PROPOSED BUILDING LOCATION, AND IS NOT CONSIDERED A SURVEY, AND SHOULD NOT BE USED AS A SURVEY. SITE PLAN SHOULD NOT BE USED FOR ANY DEVELOPMENT, SITE CONSTRUCTION, AND/OR BUILDING CONSTRUCTION. IF OWNER AND/OR CONTRACTOR DECIDES TO USE THIS SITE PLAN FOR SITE CONSTRUCTION, IS AT OWN RISK. SURVEY RECOMMENDED.
2. SITE PLAN PROPERTY LINES DRAWN AS PER LOT DIMENSIONS AVAILABLE FROM HIDALGO COUNTY APPRAISAL DISTRICT.
3. GENERAL CONTRACTOR TO VERIFY WITH CITY ON ANY REQUIRED R.O.W. PERMITS, SUBDIVISION REQUIREMENTS, ZONING, TxDOT PERMITS, CURB CUTS PERMITTED, CURB CUT APPROACH MINIMUM AND MAXIMUM SIZE PERMITTED.
4. CIVIL ENGINEERED PLANS REQUIRED TO DETERMINE AND DESIGN THE FOLLOWING:
  - DETENTION, GRADING, TRAFFIC IMPACT ANALYSIS, TOPOGRAPHIC, CURB GUTTER DETAILS, TWP3, ASPHALT CONCRETE PARKING LOT SPECIFICATIONS, UTILITY LAYOUT DESIGN AND LOCATION, FIRE HYDRANT REQUIREMENTS AND LOCATIONS, CITY MAY OR MAY NOT REQUIRE ENGINEER DESIGNS.
5. LANDSCAPE PLANS PROVIDED BY OTHERS.
6. IRRIGATION PLANS PROVIDED BY OTHERS.
7. FIELD VERIFY ALL MEASUREMENT OF SITE LAYOUT, INCLUDING BUILDING LOCATION PRIOR TO DEVELOPMENT AND/OR CONSTRUCTION. DESIGNER IS NOT RESPONSIBLE FOR ANY CONSTRUCTION AND/OR DEVELOPMENT. CONTRACTOR IS RESPONSIBLE FOR ALL MEASUREMENT VERIFICATION PRIOR TO DEVELOPMENT AND/OR CONSTRUCTION.
8. GENERAL CONTRACTOR IS RESPONSIBLE TO OBTAIN APPROVAL FROM CITY AND/OR OTHER ENTITIES AS REQUIRED, FOR SITE LAYOUT.
9. OTHER CIVIL DRAWINGS IF REQUESTED BY MUNICIPALITY, ARE TO BE OBTAINED BY CONTRACTOR AND/OR OWNER.
10. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL EASEMENTS AND/OR R.O.W. ON OR ADJACENT TO PROPERTY PRIOR TO CONSTRUCTION.
11. CONTRACTOR RESPONSIBLE FOR REQUESTING UTILITY IDENTIFICATION AND/OR LOCATIONS FROM 811.
12. EXISTING WATER AND SANITARY SEWER USED FOR NEW BUILDING AS PER OWNER CONTRACTOR.
13. QUANTITY AND TYPE OF TREES, SHRUBS, AND GREEN AREA BY BUILDING CONTRACTOR AS PER CITY REQUIREMENTS.



ADDRESS:  
LEGAL DESCRIPTION:  
801 VICTORIA ST  
LOT: 6  
BLOCK: 120 WD

SITE PLAN  
1:20  
North

Scale:

BUILDING AREAS:

1ST FLOOR: - - - - -

MEZZANINE: - - - - -

COVERED WAITING AREA: - - - - -

BUS BAY AREA: - - - - -

TOTAL AREA: - - - - -

CUADRO DE DATOS

FECHA REVISO OBSERVACIONES

OFICINA VENTA  
DE BOLETOS

CONTENIDO  
SITE PLAN

UBICACION  
LAREDO TX.

ESCALA  
1:20

ADAPTACIONES

FECHA  
Febrero 2016

LEVANTAMIENTO FISICO

ESCALA GRAFICA

1.0

Exhibit A



L: 6 & 5	
902 L: 3	weber Country Gueriff's Office
902 L: 1	

1001 L: 3	MORLA Optical
1001 L: 2	176
1001 L: 1	TURNADO
1012 L: 9	EZ Pawn
1002 L: 9 & 10	VAC Commercial

920 L: 7A & 6A	Franciz Architects
916 L: 7B & 6B	↓
916 L: 4	← Davita La Central Dialysis

919 L: 10	Aguila Express
817 L: 9	LAW Offices
809 L: 9 & 8	Covered S.L. Parking
803 L: 7	803A X Brady
806 L: 4	Grupos Cambiar U.S.A. - Mex
814 L: 2	← Omnibus Express →
806 L: 3	120
806 L: 4	802 L: 4 & 5 c.

820 L: 6	Rapid Print
-------------	-------------

819 L: 10	Americas Auto buses
817 L: 9	
811 L: 8	office
807 L: 7A	
820 L: 6	Chevron

L: 10	L: 9	L: 8	L: 7	L: 6	
L: 1	L: 2	L: 3	L: 4	L: 5	

200' NOTIFICATION  
1 inch = 75 feet  
Date: 4/1/2016

ZC-24-2016  
COUNCIL DISTRICT 8  
801-805 VICTORIA ST

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BUS TERMINAL

SAN DARIO AVE 368'

INTERSTATE 35 368'

VICTORIA ST 80'

VICTORIA ST 61'

HOUSTON ST 55.56'

SANTA URSULA AVE 55.56'

SAN DARIO AVE 50'



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Rogelio Carrizalez, applicant; Eduardo Gonzalez, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an auto body and paint shop on the middle 1/3 of Lots 7 and 8, Block 1029, Western Division, located at 4103 Santa Maria Avenue; providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District VIII

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** VIII – The Honorable Roberto Balli

**Proposed use:** Auto Paint & Body Shop

**Site:** Commercial office

**Surrounding land uses:** North of the site are single-family residences, New Cactus Courts Motel, JDR State Inspection, Steel Magnolias Salon, manufactured homes and multi-family residential uses. West of the site are metal racks business, La Esquina Drive-thru, Templo Cristiano Piedra Angular, single-family residential uses, vacant lots, Farias Elementary School and manufactured homes. To the south are Artmark Signs, Marin's Garage State Inspections, PS Mechnic Services, Auto Sales, Fantastics Beauty Salon, single-family residences, multi-family residential uses and manufactured homes. East of the site are single family dwellings and Webb County Treatment Center

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Santa Maria Avenue at this location.



**Letters sent to surrounding property owners:** 22 In Favor: 0 Opposed: 3  
Petition outside 200 foot notification area: In Favor: 1 Opposed: 2

## **STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Auto Body and Paint Shops in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-1. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not compatible with the adjacent residential uses to the north and east.
2. The property is small in size to support the proposed heavy commercial use.

Staff does not support the Conditional Use Permit at this location but recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Rogelio Carrizalez and Eduardo Gonzalez and is nontransferable.
2. The C.U.P. is restricted to an auto body and paint shop with operating hours from 9:00 a.m. through 6:00 p.m. from Monday through Saturday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. All areas used for storage and parking of vehicles must be fully paved.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.

## **COMMITTEE RECOMMENDATION**



The P & Z Commission, in a 9 to 0 vote, recommended **denial** of the Conditional Use Permit.

### **STAFF RECOMMENDATION**

Staff **does not support** the proposed Conditional Use Permit.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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#### **Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Exhibits and Survey

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AUTO BODY AND PAINT SHOP ON THE MIDDLE 1/3 OF LOTS 7 AND 8, BLOCK 1029, WESTERN DIVISION, LOCATED AT 4103 SANTA MARIA AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an auto body and paint shop on the middle 1/3 of Lots 7 and 8, Block 1029, Western Division, located at 4103 Santa Maria Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a auto body and paint shop on the middle 1/3 of Lots 7 and 8, Block 1029, Western Division, located at 4103 Santa Maria Avenue.

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

1. The C.U.P. shall be issued to Rogelio Carrizalez and Eduardo Gonzalez and is nontransferable.
2. The C.U.P. is restricted to an auto body and paint shop with operating hours from 9:00 a.m. through 6:00 p.m. from Monday through Saturday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.



5. All areas used for storage and parking of vehicles must be fully paved.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

#### 1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

#### 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:



- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





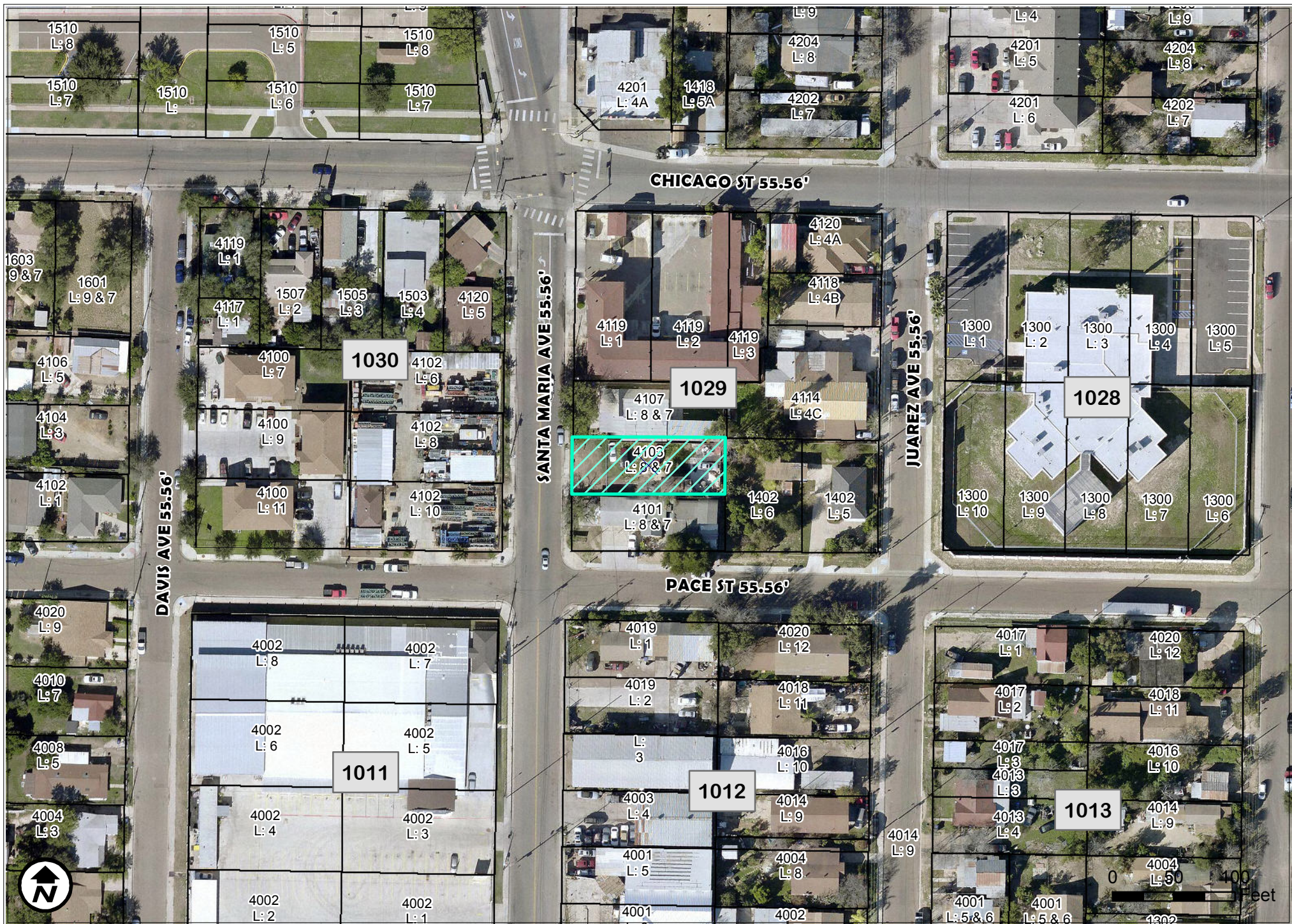
ZONING MAP  
1 inch = 100 feet  
Date: 4/4/2016

ZC-38-2016  
COUNCIL DISTRICT 8  
4103 SANTA MARIA AVE

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BUSINESS/ PAINT & BODY SHOP

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



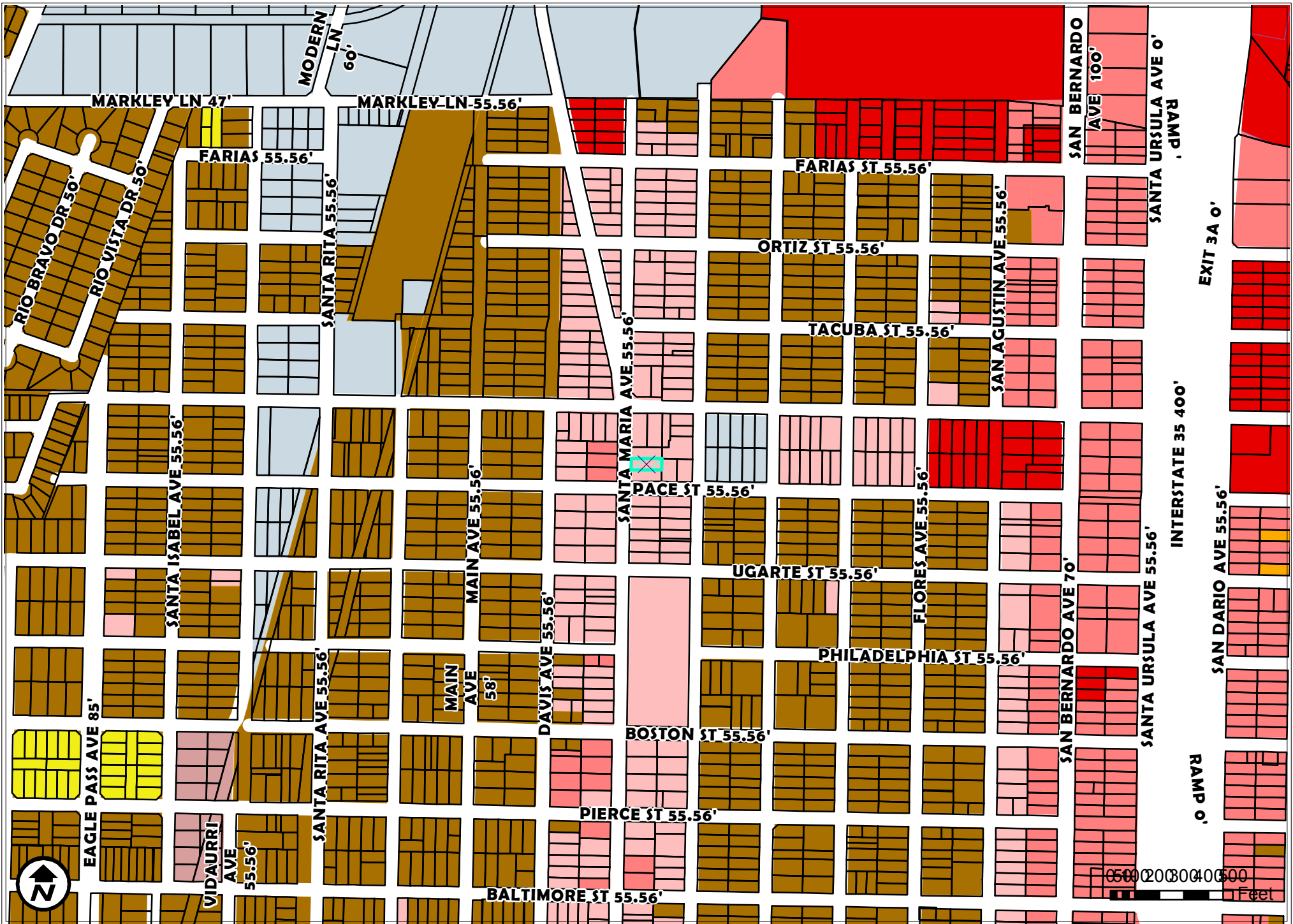


AERIAL MAP  
1 inch = 100 feet  
Date: 4/4/2016

ZC-38-2016  
COUNCIL DISTRICT 8  
4103 SANTA MARIA AVE

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BUSINESS/ PAINT & BODY SHOP





# ZONING OVERVIEW

1 inch = 500 feet

Date: 4/4/2016

ZC-38-2016

COUNCIL DISTRICT 8

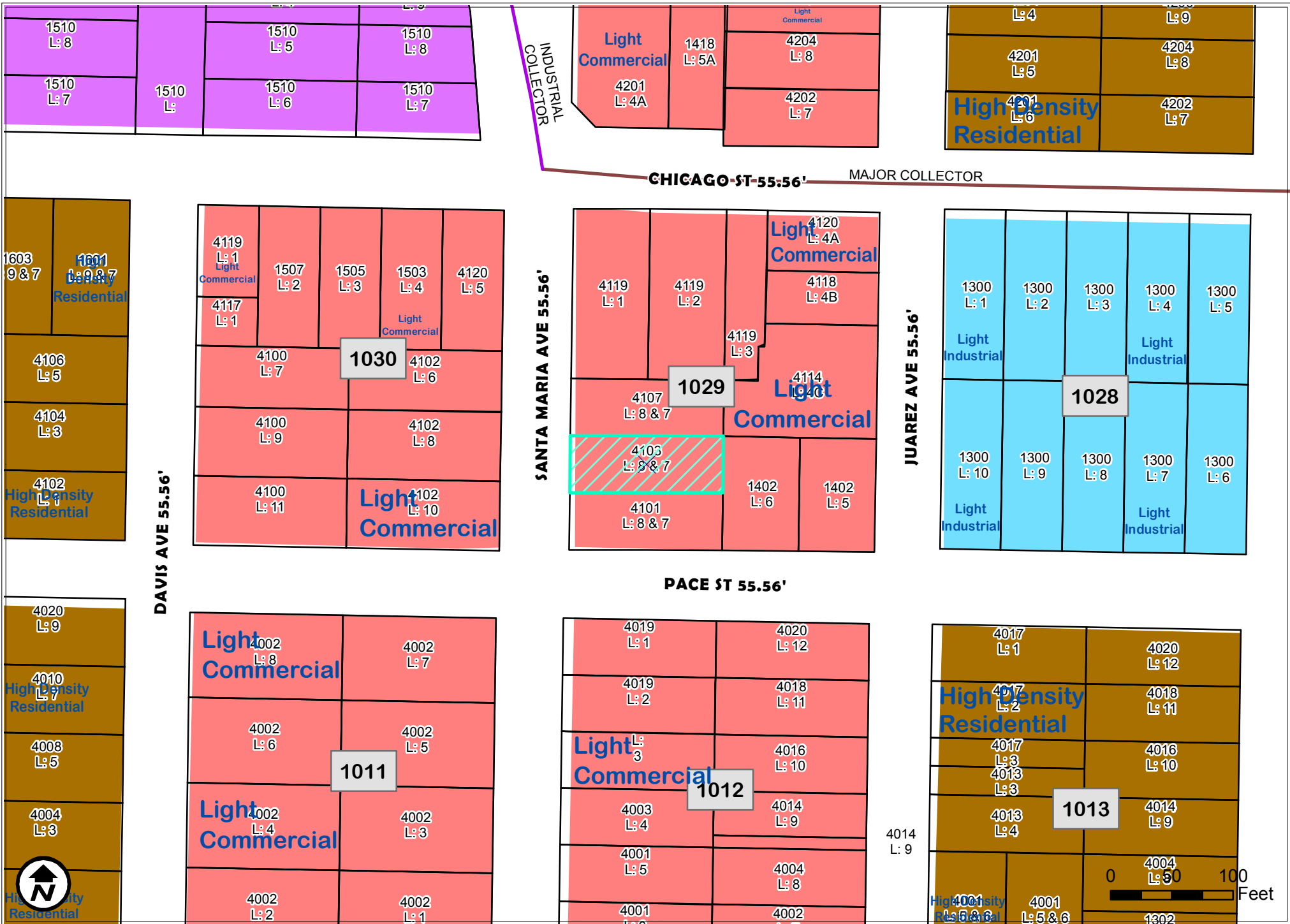
4103 SANTA MARIA AVE

# APPLICATION FOR

C.U.P. (CONDITIONAL USE PERMIT)

-> BUSINESS/ PAINT & BODY SHOP





FUTURE LANDUSE MAP

ZC-38-2016

1 inch = 100 feet

COUNCIL DISTRICT 8

Date: 4/4/2016

4103 SANTA MARIA AVE

APPLICATION FOR

C.U.P. (CONDITIONAL USE PERMIT)

-> BUSINESS/ PAINT & BODY SHOP



**4103 Santa Maria Avenue  
B-1 (Limited Business District) to CUP (auto paint & body shop)  
ZC-38-2016**



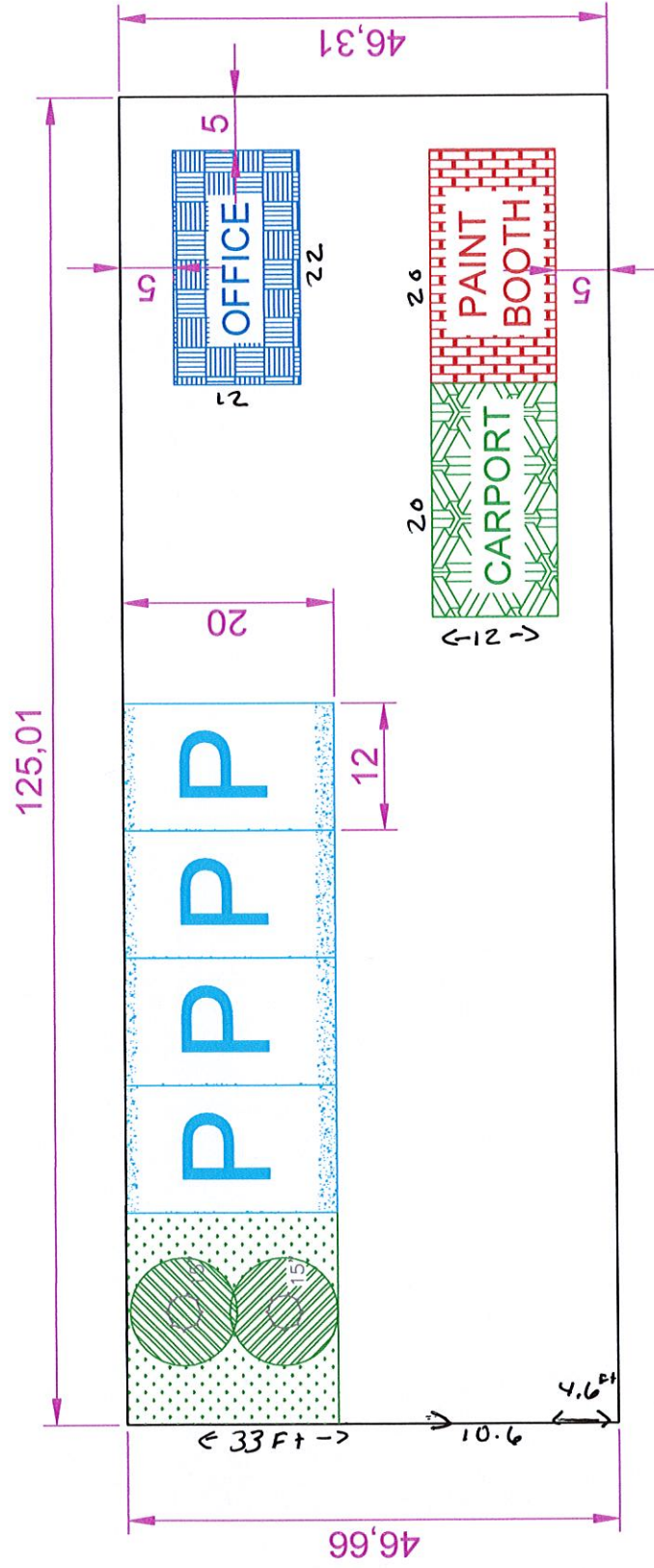


**4103 Santa Maria Avenue  
B-1 (Limited Business District) to CUP (auto paint & body shop)  
ZC-38-2016**





# Santa Maria Street





Laredo City Council

Laredo Planning & Zoning

CM Roberto Balli

My name is Rogelio Carrizales, I am requesting a conditional use permit.

The location has a B-1 designation as of now and I am humbly asking for a C.U.P. to establish an Auto Paint and Body Shop. I have attached a letter of support by the only resident within the 300 ft required for approval.

We are willing to comply with any safety requirements requested by the city and address any concerns that might be in question.

We are a new business and we are looking to employ 3-5 auto body professionals. We are very excited to become business partners with this great city.

I would like to thank you in advance for your support.

Rogelio Carrizales

Lunes a Sabado 9.00 a 6.00

Rogelio Carrizales







**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Mr. & Mrs. Hector Villarreal, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 10, 11 and 12; the South 10 feet of Lots 1, 2 and 3, Block 793, Eastern Division, located at 1402 Market Street, from R-O (Residential/Office District) to B-1 (Limited Business District); providing for publication and effective date.

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

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** III – The Honorable Alejandro “Alex” Perez, Jr.

**Proposed use:** Party Place

**Site:** Multi-family residential

**Surrounding land uses:** North of the site are single-family residential uses, multi-family residential uses and Sepulveda Professional Services. To the West are single-family residential uses, multi-family residential uses and Heights Elementary School. To the East of the property are Taquitos Ravi, single-family residential uses, multi-family residential uses and vacant lots. To the south are single-family residential uses, multi-family residential uses, Market Tennis Courts, Sweet Loring Frozen Yogurt, Champion Care Inc., vacant land and a convenience store/gas station.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Mixed Use.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Market Street as a Major Collector.

**Letters sent to surrounding property owners:** 20 In Favor: 1 Opposed: 1



## STAFF COMMENTS

Staff does not support the request for the following reasons:

1. The proposed district is not compatible with the predominant residential uses in the area.
2. The proposed district is not consistent with the zones and uses along this area of Market Street.
3. The available parking may not be sufficient to provide for the requirements of the proposed party place use.

## IMPACT ANALYSIS

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

### Is this change contrary to the established land use pattern?

The established land use pattern is primarily residential with some light/office commercial and institutional uses mixed in.

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

Yes, this section of Market Street is primarily following a zoning pattern of R-O.

### Will change adversely influence living conditions in the neighborhood?

Yes, the proposed district may introduce more intense uses into the neighborhood.

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

Yes, the existing district only allows for residential and office uses.

## COMMITTEE RECOMMENDATION

The P & Z Commission, in a 4 to 2 vote, recommended denial of the zone change.

## STAFF RECOMMENDATION

Staff does not support the proposed zone change.

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## Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**



N/A

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**Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 10, 11 AND 12; THE SOUTH 10 FEET OF LOTS 1, 2 AND 3, BLOCK 793, EASTERN DIVISION, LOCATED AT 1402 MARKET STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 10, 11 and 12; the South 10 feet of Lots 1, 2 and 3, Block 793, Eastern Division, located at 1402 Market Street, from R-O (Residential/Office District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 21, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 10, 11 and 12; the South 10 feet of Lots 1, 2 and 3, Block 793, Eastern Division, located at 1402 Market Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

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



Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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





ZONING MAP  
 1 inch = 75 feet  
 Date: 4/1/2016

ZC-31-2016  
 COUNCIL DISTRICT 3  
 1402 MARKET ST

REZONE FROM  
 RO (RESIDENTIAL / OFFICE DISTRICT)  
 -> B1 (LIMITED COMMERCIAL DISTRICT)

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





AERIAL MAP  
 1 inch = 75 feet  
 Date: 4/1/2016

ZC-31-2016  
 COUNCIL DISTRICT 3  
 1402 MARKET ST

REZONE FROM  
 RO (RESIDENTIAL / OFFICE DISTRICT)  
 -> B1 (LIMITED COMMERCIAL DISTRICT)



**REZONE FROM  
RO (RESIDENTIAL / OFFICE DISTRICT)  
-> B1 (LIMITED COMMERCIAL DISTRICT)**







**1402 Market Street  
R-O (Residential/Office District) to B-1 (Limited Business District)  
ZC-31-2016**





**1402 Market Street  
R-O (Residential/Office District) to B-1 (Limited Business District)  
ZC-31-2016**





**1402 Market Street**  
**R-O (Residential/Office District) to B-1 (Limited Business District)**  
**ZC-31-2016**









**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Evangelina V. Ceja, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12 and the West ½ of Lot 11, Block 1207, Eastern Division, located at 2102 Green Street, from R-1 (Single-family residential District) to R-2 (Multi-Family Residential District); providing for publication and effective date.

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

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

**Council District:** III – The Honorable Alejandro “Alex” Perez, Jr.

**Proposed use:** Multi-family residential

**Site:** Single–family residential structure

**Surrounding land uses:** The properties to the north include single-family residential uses, manufactured homes and multi-family residential uses. To the south are single-family residences, manufactured homes and vacant land. To the west are single-family residences, multi-family residences, vacant lots, a warehouse and Tender Care Daycare. To the east are single-family residences, multi-family residences, manufactured homes and the City of Laredo Parks and Recreation Department.

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

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

**Letters sent to surrounding property owners:** 22 In Favor: 0 Opposed: 1



## STAFF COMMENTS

Staff does not recommend approval of the proposed zone change for the following reasons:

1. The proposed zone change is not appropriate at this location because it is not compatible with the primarily single-family residential uses in the established neighborhood.
2. The proposed R-2 District is not consistent with the Comprehensive Plan's designation for this area as Low Density Residential.

## IMPACT ANALYSIS

**R-2 (Multi-Family Residential District):** The purpose of the R-2 is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

**Is this change contrary to the established land use pattern?**

Yes, the established land use pattern is primarily low-density residential in nature.

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

No, there are R-3 district adjacent to the East and across the street to the South.

**Will change adversely influence living conditions in the neighborhood?**

Yes, the proposed district may introduce more intense uses into the area.

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

Yes. The current R-1 district does not allow multi-family residential uses.

## COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended denial of the zone change.

## STAFF RECOMMENDATION

Staff does not support the proposed zone change.

---

## Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**



N/A

---

**Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey

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## ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 12 AND THE WEST ½ OF LOT 11, BLOCK 1207, EASTERN DIVISION, LOCATED AT 2102 GREEN STREET, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 12 and the West ½ of Lot 11, Block 1207, Eastern Division, located at 2102 Green Street, from R-1 (Single-family residential District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 5, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on May 16, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 12 and the West ½ of Lot 11, Block 1207, Eastern Division, located at 2102 Green Street, from R-1 (Single-family residential District) to R-2 (Multi-Family Residential District).

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



Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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







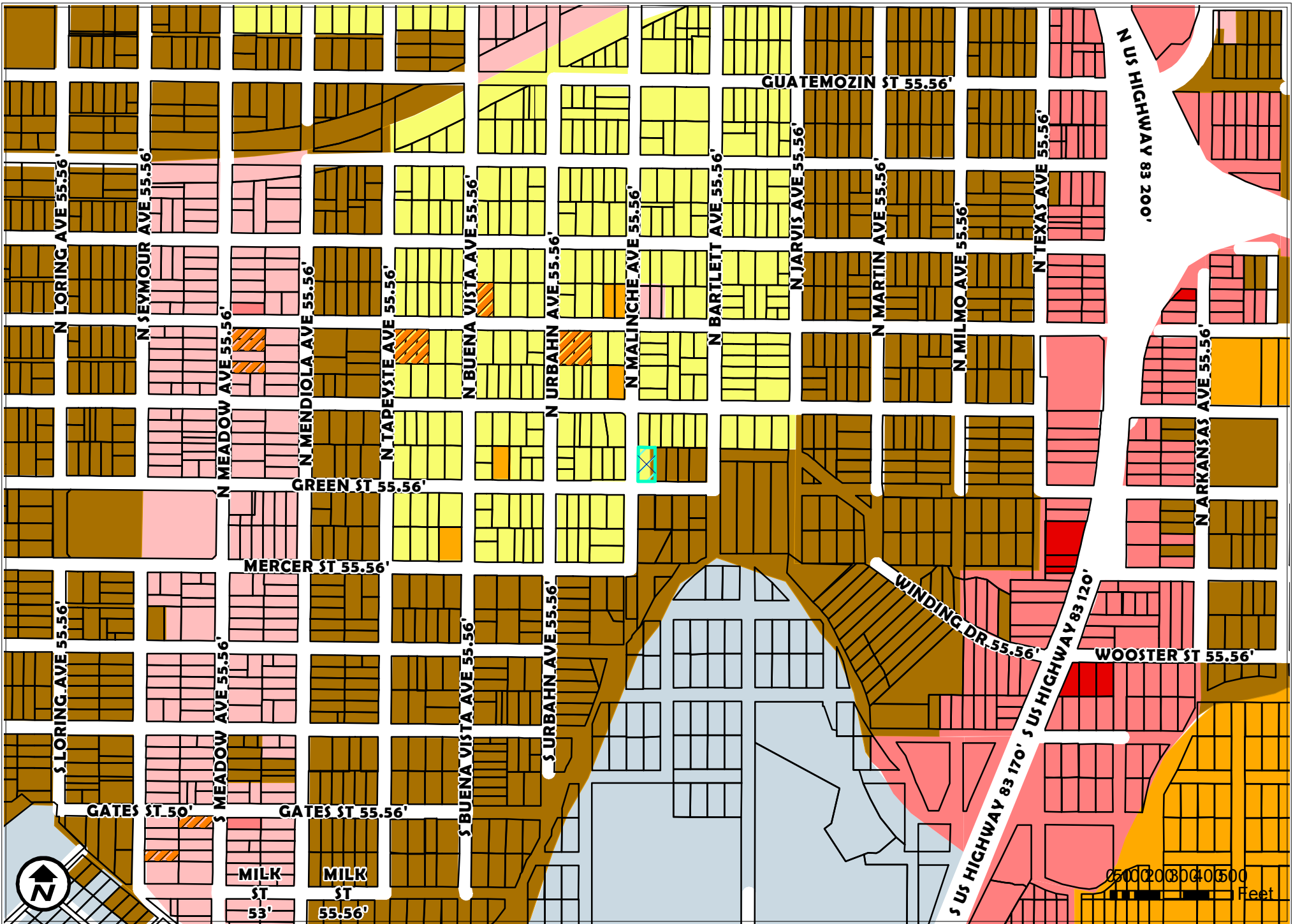


AERIAL MAP  
 1 inch = 75 feet  
 Date: 4/22/2016

ZC-39-2016  
 COUNCIL DISTRICT 3  
 2102 GREEN ST

REZONE FROM  
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
 -> R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)





# ZONING OVERVIEW

1 inch = 500 feet  
Date: 4/22/2016

ZC-39-2016  
COUNCIL DISTRICT 3  
2102 GREEN ST

REZONE FROM  
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
-> R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)







**2102 Green Street**  
**R-1 (Single-Family Residential District) to R-2 (Mixed Residential District)**  
**ZC-39-2016**





**2102 Green Street**  
**R-1 (Single-Family Residential District) to R-2 (Mixed Residential District)**  
**ZC-39-2016**





**2102 Green Street**  
**R-1 (Single-Family Residential District) to R-2 (Mixed Residential District)**  
**ZC-39-2016**







ZC-39-2016  
COUNCIL DISTRICT 3  
2102 GREEN ST

200' NOTIFICATION  
1 inch = 100 feet  
Date: 4/22/2016



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Kristina L. Hale, First Assistant City Attorney

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**SUBJECT**

An ordinance of the City of Laredo Texas, amending Article III of Chapter 6 “Animals and Fowl,” of the code of ordinances, specifically Section 6-42 (Keeping Practices) in order to allow for the approval of a trap, neuter, and return program by any qualified individual designated by the City Manager; providing a severability clause; providing a savings clause; and providing an effective date.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

A Trap-Neuter-Return program is considered the most viable, long-term approach available to reduce the large feral cat population in the City. Currently, the Health Director is the only individual with the authority to approve a TNR program. Amendment of Chapter 6-42 (Keeping Practices) is necessary to give other city staff trained in animal control the authority to approve such a program by ensuring the animals are humanely trapped, sterilized and medically treated.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of the Ordinance Amendment as presented.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**



**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Staff Source:** Horacio De Leon, Assistant City Manager

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**SUBJECT**

An ordinance granting a Non-Exclusive Electric Franchise to AEP Texas Central Company for the transmission and distribution of electricity; and providing for publication and effective date.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The last franchise agreement expired in 2005. Since then the City and AEP have been relying on the expired agreement. Over the last eleven (11) years the city has continued to receive its franchise fees and has conducted business with AEP as stated in the last agreement. Franchise fees are regulated by the State and City passed a Right of Way Ordinance to address much of the right of way conflicts and traffic safety concerns with utility companies. This Ordinance applies to all Utility companies operations on the right of way. This franchise agreement makes reference to the right of way ordinance where necessary. The term of this franchise agreement is for 25 years commencing in 2005.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the approval of this franchise.

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**Fiscal Impact**

**Fiscal Year:**



**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Franchise fees will be deposited into 101-0000-381-1010.

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**Attachments**

Ordinance

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE  
TO AEP TEXAS CENTRAL COMPANY FOR THE TRANSMISSION AND  
DISTRIBUTION OF ELECTRICITY; AND PROVIDING FOR PUBLICATION  
AND EFFECTIVE DATE**

**WHEREAS,** AEP Texas Central Company, formerly known as Central Power and Light Company, a corporation organized under the laws of the State of Texas, ("AEP") is now and has been engaged in the electric light and power business in the State of Texas; and

**WHEREAS,** in furtherance of such business and for many years, AEP erected and maintained certain aspects of its electric system in the City of Laredo, Texas, ("City") pursuant to rights granted AEP under the laws and regulations of the State of Texas, City and/or other governmental entities with the authority to contract with and regulate AEP; and

**WHEREAS,** the City Council for the City has investigated and determined that it will be advantageous and beneficial for the citizens of the City to grant to AEP the continued right to provide electric delivery service to the citizens of the City and to enter into this agreement governing the terms and conditions of the provision of that service.

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

**SECTION 1. LEGISLATIVE FINDINGS**

The recitals to this ordinance ("Ordinance") are hereby incorporated for all applicable purposes.

**SECTION 2. GRANT OF FRANCHISE**

**2.1 Franchise Rights.** There is hereby granted to AEP, its successors and assigns, a franchise ("Franchise") for the transmission and distribution of electrical energy and services incidental thereto to the City and the inhabitants thereof, and persons and corporations within and beyond the limits thereof, for light, heat, power and any other purpose or purposes for which electric energy is now or may hereafter be used, and to license or lease space on or within the Company's poles, conduits and appurtenant facilities for the attachment of third party facilities under a permitted right granted by City, or as may otherwise be authorized or required under applicable law. AEP may construct, operate and maintain in, above, upon, over, under, across and along the streets, alleys, thoroughfares, bridges and public ways and places, as the same now exist or may hereafter be laid out, within the City ("Public Rights of Way"), lines for the transmission and distribution of electric energy and services incidental thereto, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and



appliances, as currently installed or that may be installed in the future, including but not limited to electric substations, underground conduits, poles, wires, circuits, lines, fiber optic cable and telegraph and telephone wires for audio, video and data communications, and all other facilities AEP deems reasonably necessary for the provision of safe, reliable and economical electric service and for the transmission of communication signals or the capability and capacity for transporting communication signals of whatever kind and character for use in support of transmission and distribution operations and the electric system and grid and matters appurtenant thereto ("Facilities"), subject to the conditions, terms, duties, obligations, limitations and regulations, hereinafter prescribed.

2.2 **Non-Exclusivity.** This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation, provided that such grants do not interfere with AEP's rights under this Franchise Agreement.

2.3 **Assignment.** The Franchise granted herein may not be assigned by AEP without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

2.4 **City Powers.** Subject to the terms of this Ordinance, the City, by the granting of this Franchise, does not surrender or to any extent lose, waive, imperil or lessen the lawful powers and rights now or hereinafter vested in the City under the Constitution, the statutes of the State of Texas, or ordinances of the City. Subject to the terms of this Ordinance, AEP, by its acceptance of this Franchise, agrees that all lawful regulatory power and rights as the same may from time to time be vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time, provided that the City's exercise of such power and rights shall not conflict with or alter in any material manner the rights granted to AEP herein, shall impose no more stringent requirements than those imposed on AEP by the Public Utility Commission of Texas ("PUCT") or by other state or federal authority having jurisdiction over the construction, operation or maintenance of AEP's Facilities, and shall not conflict with the laws of the State of Texas, or the laws of the United States of America.

### SECTION 3. AEP FACILITIES

3.1 **Continuous Operation.** AEP will use reasonable diligence to provide residential and commercial customers within the City continuous and adequate delivery of electric power and energy for the entire term of this Franchise, all in conformance with applicable law, but AEP does not guarantee against irregularities or interruptions. In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation: war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage;



strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

**3.2 Code Compliance.** AEP's Facilities shall be constructed, operated, and maintained in accordance with Good Utility Practice, as defined by the PUCT, and in conformity with the National Electrical Safety Code and all applicable federal, state, and local laws and regulations governing operations in the Public Rights of Way. Poles and towers shall be erected so as not to unreasonably interfere with traffic over streets and alleys, and City may make and impose reasonable requirements fixing the location of poles, towers and conduits, provided that no such requirements shall be unreasonably burdensome upon AEP or unreasonably interfere with the operation or maintenance of its Facilities.

**3.3 Methods and Quality of Work.** AEP may bore or open-cut streets, curbs and sidewalks, or utilize any other methods it deems reasonably necessary to construct, operate and maintain AEP Facilities within the City. The design and construction of AEP Facilities and AEP's access to and restoration of paved surfaces shall be in accordance with the standards generally practiced by electric utilities and regulatory authorities. All materials used to construct AEP Facilities shall meet the requirements of the regulatory authorities having jurisdiction over such construction.

**3.4 Notice of Work.** Prior to commencement of operations or maintenance work that may significantly interfere with the normal public use of the Public Rights of Way, AEP shall, except in the case of an emergency, give at least two (2) business days written notice thereof, together with a schedule of activity, to the Building Development Services Director of the City of Laredo, or other proper authority designated in writing by the City to receive such notice. A "business day" means any day excluding Saturdays, Sundays, and holidays recognized by federal or state governments or the City. Such notice shall be given with reference to the City's Code of Ordinances, Chapter 28 – Streets, Sidewalks and Public Places, Article IX.-Public Right-of-Way Management.

**3.5 Restoration after Work.** The surface of any Public Rights of Way disturbed by AEP in the construction or maintenance of its Facilities shall be restored by AEP within a reasonable time after the completion of the work to as near as practical its condition existing prior to commencement of the work. Absent some independent intervening event or condition beyond AEP's reasonable control, should the City reasonably determine, within one year from the date of such restoration, that such surface requires additional work to place it in as near as practical to its condition existing before commencement of the work; AEP shall perform additional restoration work to the reasonable satisfaction of City. No Public Rights of Way shall be encumbered by AEP



for a longer period than shall be reasonably necessary to execute the work. Such restoration shall be made with reference to the City's Code of Ordinances, Chapter 28 – Streets, Sidewalks and Public Places, Article IX, -Public Right-of-Way Management.

**3.6 Vegetation Management.** City hereby grants to AEP permission to cut, trim, treat and dispose of trees and other vegetation upon and overhanging the Public Rights of Way of the City in the vicinity of AEP's Facilities where such trees and other vegetation, in AEP's reasonable opinion, constitute a hazard to AEP's personnel or Facilities, or the provision of continuous electric service.

## **SECTION 4. ALTERATION OF FACILITIES**

**4.1 Alteration of AEP Facilities.** City reserves the right to construct, maintain, and modify its facilities for City operations including streets, curbs, sidewalks, water, wastewater, gas, storm water, and communications for its own use ("City Facilities"). City shall give written notice to AEP whenever the City determines that its construction plans for any public works project within the Public Rights of Way require the relocation, change or alteration of AEP's Facilities from their existing location. The amount of notice provided to AEP shall be reasonable under the circumstances, but not less than thirty (30) calendar days. Upon notice by City, AEP shall, temporarily or permanently, remove, relocate, change or alter the position of AEP's Facilities as soon as reasonably practical. AEP shall bear the costs and expenses for any removal, relocation, change or alteration to permit the widening or straightening of a street, in accordance with Texas Public Utilities Regulatory Act ("PURA") Section 37.101(c), Texas Utilities Code. City shall bear the costs and expenses for any other City requested removal, relocation, change or alteration unless applicable state or federal law requires AEP to bear such costs and expenses.

In situations where City operations do not require removal, relocation, change or alteration of AEP Facilities, AEP shall nonetheless secure its Facilities free of cost for a period not to exceed forty-eight (48) hours.

As to any relocation of AEP's Facilities whereby the cost and expense thereof is to be borne by AEP in accordance with this Section 4.1, AEP may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to City's construction plans, which would obviate the need for AEP to relocate its Facilities. Upon the City's receipt from AEP of such written alternatives, the City shall evaluate such alternatives and shall advise AEP in writing if one or more of such alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of AEP's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by AEP full and fair consideration with due regard to all facts and circumstances which bear upon the economics and practicality of relocating AEP's Facilities. The City shall not evaluate alternatives proposed by AEP in an arbitrary or capricious manner. In the event the City reasonably determines that such alternatives are not appropriate, AEP shall relocate its Facilities as otherwise provided herein.

When AEP is required by City to remove or relocate its Facilities to accommodate a public works project, and AEP is eligible under federal, state, county, City or other



local agencies or programs for reimbursement of costs and expenses incurred by AEP as a result of such removal or relocation and such reimbursement is required to be handled through City, AEP's costs and expenses shall be included in any application by City for reimbursement, if AEP submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to AEP of the deadline for AEP to submit documentation of the costs and expenses of such relocation to City.

**4.2 Payment for Alterations.** AEP shall not be required to bear any cost or expense in connection with the relocation of any Facilities due to public works projects if the basis for AEP's rights to have its Facilities in their existing location stems from a compensable property interest or prior right not arising under this Franchise or any previous franchise within the City of Laredo. Nothing shall require the City to bear any such cost or expense, but AEP shall have the right as a condition of any such relocation to require payment to AEP, at a time and upon terms acceptable to AEP, for any and all costs and expenses incurred by AEP in the relocation of AEP's Facilities to accommodate public works projects under a prior rights scenario. Nothing in Section 4.1 or 4.2 shall be construed to be a waiver of any right of either AEP or the City to contest any claim or assertion by the other of responsibility to pay relocation costs or expenses.

**4.3 City Access.** AEP grants to City the right to attach lines and facilities for City purposes to poles and other Facilities used for distribution purposes, provided City agrees that such grant shall be in accordance with and subject to the terms and provisions of an appropriate Pole Attachment Agreement, Wi-Fi Agreement or other such agreement covering attachments to AEP Facilities.

**4.4 Third Party Access.** AEP shall permit private or public entities desiring to provide communication services to the City to attach lines and facilities to poles and other Facilities used by AEP for distribution purposes, provided such private or public entities agree that such use shall be subject to the terms and provisions of an appropriate Pole Attachment Agreement, Wi-Fi Agreement or other such agreement covering attachments to AEP Facilities. The right granted to AEP to license or lease space on or within the company's poles, conduit and appurtenant facilities for the attachment of third party facilities shall not constitute a grant by the City to the third party to locate and place facilities in, above, under, across, or along the Public Rights of Way, nor does it delegate the right to AEP to grant such a right.

AEP shall, within a reasonable time following its acceptance of this Franchise and to the extent such information is available, furnish to City a list of the names, addresses, phone numbers, and representatives of each person or entity licensing or leasing space on AEP's poles, conduits and appurtenant facilities for the attachment of third party facilities so that City can ensure that each such person or entity has been authorized by City to use City property. For the purposes of this section, "reasonable time" shall be not more than 60 days, unless both AEP and City agree to extend the period of time as may be necessary for AEP to comply with this provision. Subsequently, AEP will update the attached information annually upon City's written request therefor.



AEP does not warrant the accuracy of any such information provided and to the extent locations of attachment and/or locations of Facilities are described or shown, such locations of attachment and locations of Facilities are described or shown in their approximate locations. All information provided to City respecting attachments and locations of Facilities shall be deemed confidential and used by City solely for auditing and managing the Public Rights of Way and City shall take all prudent steps required by applicable law to prevent disclosure or dissemination of such information, without the prior express written consent of AEP.

## **SECTION 5. FEES**

**5.1 Franchise Fee.** In consideration of the grant of this Franchise by the City and as full payment for the right, privilege and franchise of using and occupying the Public Rights of Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, AEP shall pay to the City an amount calculated in accordance with the methodology prescribed by applicable law, as it exists today in the form and substance of PURA Section 33.008(b), or the same as may hereafter be changed, modified, or replaced; currently the product of a factor of \$0.0024090 per kilowatt hour multiplied times the number of kilowatt hours delivered by AEP to retail customers within the City's boundaries as they presently exist or may be lawfully adjusted.

**5.1.1 Alternate Compensation.** Under the authority granted by PURA Section 33.008(f), City and AEP agree to the possible implementation of a different level of compensation for the use of the City's streets, alleys, thoroughfares, bridges, and public ways and places than that prescribed by PURA Section 33.008(b). City shall have the opportunity to enact a factor increase by ordinance once every seven and one-half (7 1/2) years during the term of this Franchise beginning on the date of final approval of this Ordinance, provided however, the total franchise fee factor may not exceed \$0.0036135 per kilowatt hour, unless authorized by other law. Upon written notification of City's passage of such an ordinance, in form and substance satisfactory to AEP, approving a tariff for the collection and recovery by AEP of a municipal franchise fee charge equal in amount to the difference between compensation currently received under Section 33.008(b), basing the charge on the product of a factor of \$0.0024090 multiplied by the number of kilowatt hours of electricity delivered by AEP within the City, and compensation that would be received by the City basing the charge instead on a factor of not more than \$0.0036135, AEP and City shall amend Section 5.1 of this Franchise agreement to reflect compensation basing the charge on a factor of not more than \$0.0036135. The effective date of the increase in the franchise fees shall be the effective date of the recovery mechanism (e.g. tariff schedule) for the collection and recovery of the incremental fee approved by City's ordinance; provided however, payments for such increased fees shall not commence until ninety (90) days after such effective date.



The change in the franchise fee rate provided in this Section 5.1.1 is expressly conditioned upon AEP's ability to recover the additional franchise fees paid to the City. In the event that the PUCT disapproves the tariff schedule enacted pursuant to this Section 5.1.1 of the Franchise agreement or in some manner prevents AEP from concurrently recovering said franchise fees, then AEP shall not be obligated to pay to the City any amount above the amount AEP is allowed to recover from its customers. If the PUCT or a court of competent jurisdiction orders AEP to refund to customers any amounts collected for franchise fees paid above the current factor of \$0.0024090, in accordance with this Section 5.1.1, such amount refunded shall be a credit against future franchise fees owed by AEP to City.

In the event any regulatory proceeding before any federal or state agency results in the approval of a more favorable franchise fee amount and/or method of recovery than that provided by the mechanism set out in this Section 5.1.1, the City and AEP agree to the further amendment of Section 5.1 to provide for payment in accordance with such approved franchise fee amount and/or method of recovery.

City and AEP agree that AEP may, in its sole discretion, support a legislative or regulatory initiative to provide for the collection and recovery of increased franchise fees, but in any event, AEP will not oppose such an initiative.

**5.2 Time of Payment.** Payments will be made each month throughout the term of the Franchise, with each such payment to be made by electronic funds transfer not later than the first business day of the second month following the month in which deliveries occurred for the billing cycle for that month. For example, payment for April deliveries, which covered a billing cycle from March 30th through April 28th, would have been paid not later than June 1st. With each payment, AEP shall furnish to the City a report that accurately reflects the number of kilowatt hours for the month (meaning for the billing cycle for the month) delivered within the City boundaries and the charge per kilowatt hour determined in accordance with PURA Section 33.008(b).

**5.3 Annexations and De-annexations.** The City shall notify AEP in writing of newly annexed and de-annexed areas. The notice shall include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. AEP shall have no responsibility for commencing payments to City for kilowatt hours delivered in newly annexed areas until it receives City's notification. Upon City's notification and starting the ninety-first (91st) business day after receipt of such notice, AEP will commence payments to the City for kilowatt hours delivered in each newly annexed areas and will make any appropriate adjustments in payments reflecting over deliveries of kilowatt hours in any prior month resulting from the inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over deliveries in de-annexed areas shall be made back to the effective date of the ordinance authorizing the action.

**5.4 Audit.** City may cause, upon reasonable notice, but not less than ten (10) calendar days, an audit to be made of the books and records of AEP relating to AEP's



performance under this Franchise only if any such audit concerns a payment made less than two (2) years before the commencement of such audit in accordance with Section 33.008(e), Texas Utilities Code, or such other period as may be subsequently established by applicable state law. Any underpayments discovered as a result of the audit shall be promptly paid by AEP, and likewise, City shall promptly refund any overpayments discovered. Each party shall bear its own costs and expenses incurred in connection with such audit.

## **SECTION 6. INFORMATION**

**6.1 Information Sharing.** The City and AEP shall work cooperatively, through applicable planning and project venues (e.g., Technical Review Board meetings, and Planning & Zoning Commission meetings) to share information about modifications and additions to both City infrastructure and AEP Facilities that could reasonably be expected to have a material impact on the other party.

**6.2 Updating Information.** Upon request, not more frequently than once every two (2) years, AEP shall make available for the City's review AEP's capital improvements plan for its system in, and serving, the City. The City and AEP will have a reasonable opportunity to review each other's information and to provide comments and non-binding recommendations to each other. Notwithstanding anything to the contrary contained in this section, AEP shall have the right to reserve from disclosure any information it has a reasonable basis to believe may be necessary, prudent, required or mandated to so withhold for security reasons under the Homeland Security Act, the Federal Critical Infrastructure Information Act or any other local, state or federal act or any security directive issued by any governmental authority exercising such jurisdiction.

**6.3 Records of Installations.** Upon the City's reasonable request, on a project-by-project basis, AEP will provide to the City copies of available maps, plats and drawings in use by AEP showing the location of its Facilities at locations within the Public Rights of Way. To the extent possible, AEP will provide such information to City in an electronic format, but AEP shall have no obligation to provide such information in any specific electronic format. As to any such maps, plats and drawings so provided, AEP does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate locations.

Any maps, plats and drawings and/or any other information concerning the location of AEP's Facilities provided by AEP to City shall be used by the City solely for management of the Public Rights of Way. The City shall take all prudent steps reasonably necessary or required by applicable law to prevent disclosure or dissemination of such maps, plats and drawings and/or any other information to any third party, without the prior express consent of AEP, to the extent permitted by law.

## **SECTION 7. TERM OF ORDINANCE**



**7.1 Effective Date.** This Franchise shall not become effective until sixty (60) days after final passage of this Ordinance and such final passage shall not occur until at least thirty (30) days after the date of the first reading. Within seven (7) days following each of the three readings of the Ordinance, the full text thereof shall be published one time in some newspaper of general circulation in the City, and the expense of such publication shall be borne by AEP.

**7.2 Term.** The Franchise granted by this Ordinance shall be for a term of twenty-five (25) years, commencing on June 1, 2005, and expiring on May 31, 2030, at midnight, provided that AEP, within thirty (30) days after final passage and adoption of the Ordinance, shall have filed with the secretary of the City a written acceptance of same. If AEP fails to do so within the time frame above, this Ordinance and Franchise shall be null and void.

## **SECTION 8. INDEMNIFICATION**

AEP WILL INDEMNIFY, HOLD HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, LEGAL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS FRANCHISE AGREEMENT TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF AEP, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT AEP SHALL NOT BE LIABLE FOR ANY SUIT, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES .

## **SECTION 9. MISCELLANEOUS**

**9.1 Headings.** The headings contained in this Franchise are for convenience and reference only and are not intended to restrict, affect, enlarge or be of any weight in the interpretation or construction of the terms and conditions of this Franchise.

**9.2 Severability.** It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any final judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance provided, however, that this Section shall not apply should the compensation provided to City hereunder be held invalid by final judgment of a court of competent jurisdiction after all appeals, if any, and City may, in that event, declare the Franchise null and void and of no further force and effect.



**9.3    Notices.** The parties agree that all notices or communications to the other party permitted or required under this Franchise shall be delivered to the Patties at the following addresses:

City Manager  
City of Laredo  
1110 Houston Street  
Laredo, Texas, 78040  
Telephone: 956-791-7302  
Facsimile: 956-791-7498

Manager, Community Affairs  
AEP Texas Central Company  
1519 West Calton Road  
Laredo, Texas, 78041  
Telephone: 956-721-3000  
Facsimile: 956-721-3150

All notices or other communications hereunder shall be made in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile to the address set forth above. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. Notice by United States mail (other than overnight mail) shall be effective three business days after it was sent. A party may change its address by giving notice of same in accordance herewith.

**9.4    Conflicts.** All ordinances, resolutions, or regulations in conflict or inconsistent herewith are repealed to the extent they are in conflict or inconsistent. Any remaining portions of said ordinances shall remain in full force and effect.

**9.5    Amendment.** This Franchise contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, among the parties with respect to the matters contained in this Franchise. This Franchise may be amended only by written agreement of AEP and the City in accordance with the City's Charter.

**9.6    No Third Party Beneficiaries.** The City and AEP are entering into this Franchise solely for their own benefit and nothing herein shall be construed to confer any right, privilege, or benefit on any person or entity other than the City and AEP. No action may be commenced or prosecuted against any party by any third party claiming as a third party beneficiary of this Franchise Agreement. The Franchise Agreement shall not release or discharge any obligation or liability of any third party to either party.



**9.7 Successors and Assigns.** Whenever in this Ordinance the City or AEP is referred to, such reference shall be deemed to include the respective successor or assign or either, and all rights, privileges, franchises or obligations herein contained shall bind and inure to the benefit of such successor or assign, in which event the predecessor of such successor or assign is divested of all such rights, privileges, franchises or obligations, whether so expressed or not.

**9.8 Requests for Confidential Information.** In the event the City receives a request for the release of information provided by AEP, that is characterized in writing by AEP as confidential when it provides the information to the City, the City shall follow the procedures in the Texas Public Information Act for requesting a Texas Attorney General's Opinion regarding exemption of the information from disclosure, and shall provide AEP with a copy of the request for the release of the information and a copy of the City's request to the Texas Attorney General asking for an opinion regarding exemption of the information from disclosure. If requested to do so, the City will provide information available to it and other reasonable assistance to AEP to assist AEP in establishing that the information is exempted from disclosure. Notwithstanding that the City agrees to maintain the confidentiality of such confidential information as described herein, City shall not be liable to AEP for the release of any information the City is required by law to release.

**INTRODUCED** in written form and read and passed at first reading at a regular meeting duly and regularly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote, to-wit:

AYES: _____	NAYS: _____
_____	_____
_____	_____
_____	_____
_____	_____

**PASSED** at second reading at a regular meeting duly and regularly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: _____	NAYS: _____
_____	_____
_____	_____
_____	_____



\_\_\_\_\_  
**PASSED AND APPROVED** at third and final reading at a regular meeting duly and regularly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, being not less than thirty (30) days after the first reading, by the follow vote, to-wit:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FINALLY ADOPTED**, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Pete Saenz  
Mayor –City of Laredo

**ATTEST:**

\_\_\_\_\_  
Heberto L. Ramirez  
Acting City Secretary

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Raul Casso  
City Attorney



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia

---

**SUBJECT**

Authorizing the public sale for the "Surface Only" of a 5.23 acre tract of surplus land to A&S Holdings', owner Mr. Antonio Ayala, sole bidder in the amount of \$1,000,000.00. Tract is located adjacent to Borchers Elementary and is legally described as an unimproved 5.23 acre tract of land more or less, situated in Porcion 22, Abstract 277, Dona Maria Jesus Sanchez, original grantee, same being out of a called 8.55 acre tract conveyed to the City of Laredo as recorded in Volume 2952, Pages 134-139, Webb County Official Public Records and more particularly described on attached, Exhibit "A". Funds will be deposited into 2008 C.O. and Waterworks System Fund. Waterworks System funds will be used to purchase needed equipment. **(Approved by the Operations and Finance Committees)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On March 7, 2016, City council declared a 5.23 Acre tract as surplus property.

**BACKGROUND**

Tract was originally purchased in 2010 as an 8.54 acre tract located adjacent to Borchers Elementary for municipal drainage and utility purposes. After various improvements the tract was reduced to 5.23 acres and declared surplus property on March 7, 2016.

The 5.23 Acre tract was published on April 3rd and 10th of 2016 for public sale at a minimum purchase amount of \$ 911,000.00 it's fair market value. A&S Holdings', owner Mr. Antonio Ayala, was the sole bidder and has agreed to purchase the "Surface Only" in the amount of \$1,000,000.00.

A purchase agreement has been executed with a scheduled closing for June 30, 2016 pending City Council approval.

**COMMITTEE RECOMMENDATION**



N/A

## **STAFF RECOMMENDATION**

Staff recommends passage of this Introductory Ordinance.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Funds will be deposited into 2008 CO and Water Fund.

463-0000-374-3500 \$305,990.48

557-0000-374-3500 \$694,009.52

Total \$1,000,000.00

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### **Attachments**

Map

5.23 -Survey & M&B

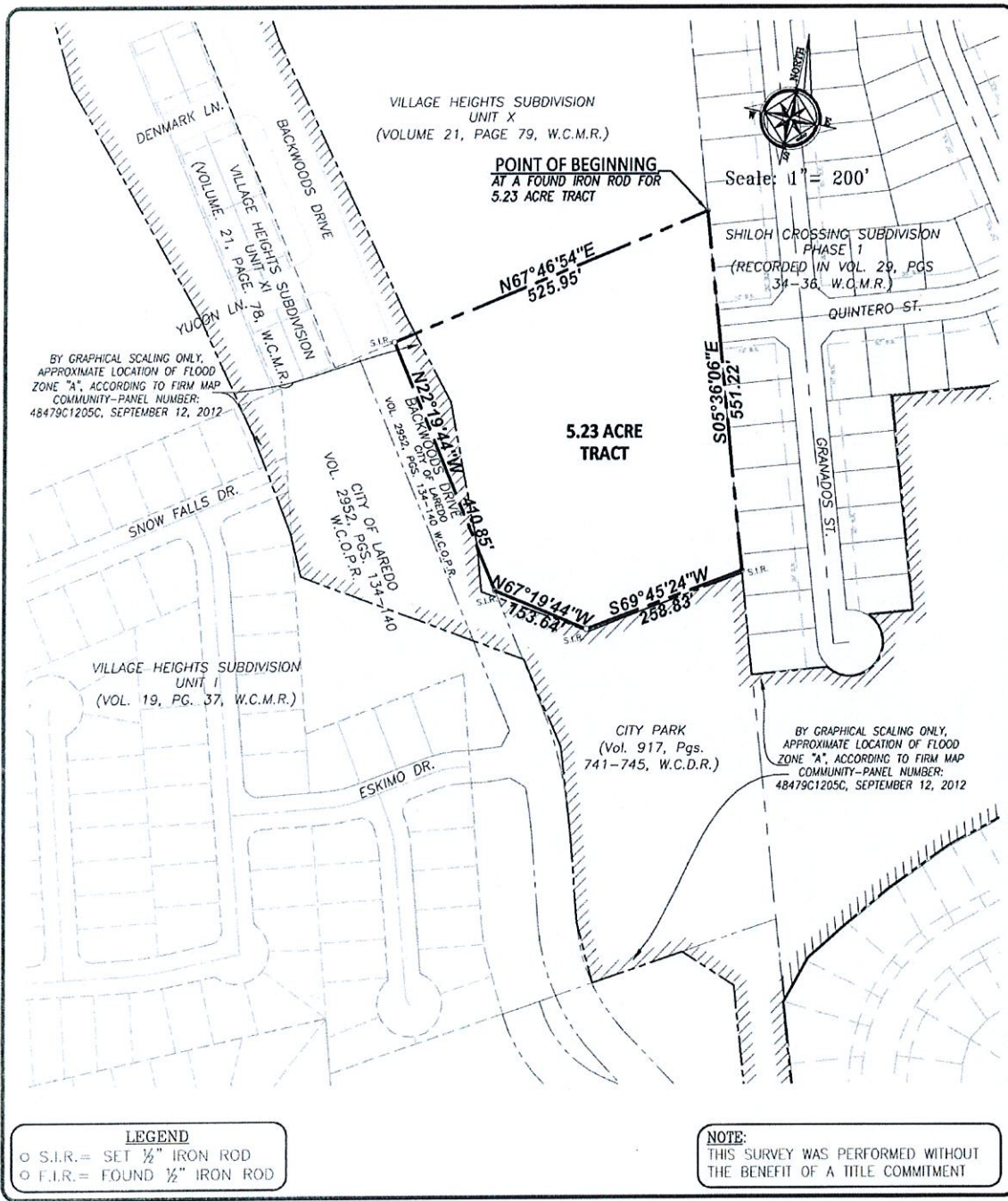
5.23 Intro Ordinance

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#### CERTIFICATE OF SURVEYOR

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS. HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

*Francisco Estrada*

FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

07-10-15  
DATE

#### FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP, SUBJECT IS PARTIALLY LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C1205C, SEPTEMBER 12, 2012



#### SURVEY OF

A TRACT OF LAND CONTAINING 5.23 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 22, ABSTRACT 277, DONA MARIA JESUS SANCHEZ, ORIGINAL GRANTEE, SAME BEING OUT OF A CALLED 8.55 ACRE TRACT AS CONVEYED TO THE CITY OF LAREDO, DATED JULY 30, 2010, VOLUME 2952, PAGES 134-139, WEBB COUNTY OFFICIAL PUBLIC RECORDS

Drawn By : RXL  
Checked By : FE  
Approved By : FE  
Date : 07/10/2015  
Revision : 0  
Project No. : 8238  
File : X:\OP\8238 Coft.Environ\cad\survey\5ac environ.dwg



**SHERFEY  
ENGINEERING  
COMPANY, L.L.C.**  
T.B.P.E. FIRM REGISTRATION No. F-3132

104 Del Court  
Suite 400  
Laredo, Texas 78041  
(956) 791-3511





# Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

## **METES AND BOUNDS DESCRIPTION**

### **5.23 ACRE TRACT**

### **PORCION 22 ~ ABSTRACT 277**

### **WEBB COUNTY, TEXAS**

A tract of land containing 5.23 acres of land, more or less, situated in Porcion 22, Abstract 277, Dona Maria Jesus Sanchez, Original Grantee, same being out of a called 8.55 acre tract as conveyed to the City of Laredo, dated July 30, 2010, Volume 2952, Pages 134-139, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a found 1/2 inch iron rod at the southeast corner of Lot 1, Block 1, Village Heights Subdivision Unit X as recorded in Volume 21, Page 79, Webb County Map Records same being on the west line of Shiloh Crossing Subdivision Phase I as recorded in Volume 29, Pages 34-36, Webb County Map Records, the northeast corner of the herein described tract;

**THENCE**, S 05°36'06" E, along the west line of said Shiloh Crossing Subdivision Phase I same being the east line of the herein described tract a distance 551.22 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 69°45'24" W, along the north line of a park dedication to the City of Laredo as recorded in Volume 917, Pages 741-745, Webb County Official Public Records same being the south line of the herein described tract a distance of 258.83 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

**THENCE**, N 67°19'44" W, a distance of 153.64 feet to a set 1/2 inch iron rod a point on east right-of-way line of Backwoods Drive (a 60 foot wide road) as recorded in Volume 2952, Pages 134-139, Webb County Official Public Records, a deflection right;

**THENCE**, N 22°19'44" W, continuing along the east right-of-way line of said Backwoods Drive a distance of 410.85 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

**THENCE**, N 67°46'54" E, leaving the east right-of-way line of said Backwoods Drive and along the south line of said Village Heights Subdivision Unit X same being the north line of the herein described tract a distance of 525.95 feet to return to and close at the **POINT OF BEGINNING**, containing 5.23 acres of land.

### **Basis of Bearing**

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §

County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

07-10-15

Current Date





## **INTRODUCTORY ORDINANCE**

**Authorizing the public sale for the “Surface Only” of a 5.23 acre tract of surplus land to A&S Holdings’, owner Mr. Antonio Ayala, the sole bidder in the amount of 1,000,000.00. Tract is located adjacent to Borchers Elementary and is legally described as an unimproved 5.23 acre tract of land more or less, situated in Porcion 22, Abstract 277, Dona Maria Jesus Sanchez, original grantee, same being out of a called 8.55 acre tract conveyed to the City of Laredo as recorded in Volume 2952, Pages 134-139, Webb County Official Public Records and more particularly described on attached, Exhibit “A”.**

**WHEREAS**, the tract was originally purchased in 2010 as an 8.54 acre tract located adjacent to Borchers Elementary for municipal drainage and utility purposes. After various improvements the tract was reduced to 5.23 acres and declared surplus property on March 7, 2016; and

**WHEREAS**, the 5.23 Acre tract was published for public sale on April 3<sup>rd</sup> and 10<sup>th</sup> of 2016 at a minimum purchase amount of \$ 911,000.00 fair market value. A&S Holdings’, owner Mr. Antonio Ayala, was the sole bidder and has agreed to purchase the “Surface Only” in the amount of \$1,000,000.00; and

**WHEREAS**, A purchase agreement has been executed with a scheduled closing for June 30, 2016

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

It hereby authorizes the public sale for the “Surface Only” of a 5.23 acre tract to A&S Holdings LLC - Mr. Antonio Ayala, the sole bidder in the amount of 1,000,000.00. The said tract is legally described as:

An unimproved 5.23 acre tract of land more or less, situated in Porcion 22, Abstract 277, Dona Maria Jesus Sanchez, original grantee, same being out of a called 8.55 acre tract conveyed to the City of Laredo as recorded in Volume 2952, Pages 134-139, Webb County Official Public Records and more particularly described on attached, Exhibit “A”.



PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS \_\_\_\_ DAY OF MAY, 2016.

By: \_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

By: \_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: \_\_\_\_\_  
SYLVIA MOLINA  
ASSISTANT ATTORNEY



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Yvette Limon, Acting Bridge Manager

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**SUBJECT**

**2016-O-049** Amending the City of Laredo Bridge System Refrigerated Facilities FY 2015-2016 Annual Budget by appropriating \$86,875.00 from the Bridge System Refrigerated Facilities opening balance. Funds are to be used for capital improvements and repairs to the refrigeration system, plumbing system, lighting, electrical and security surveillance system of the refrigerated facilities.

**PREVIOUS COUNCIL ACTION**

On May 2, 2016, City Council approved the Public Hearing and Introductory Ordinance to amend the City of Laredo Bridge System Refrigerated Facilities FY 2015-2016 Annual Budget by appropriating \$86,875.00 from the Bridge System Refrigerated Facilities opening balance. Funds are to be used for capital improvements and repairs to the refrigeration system, plumbing system, lighting, electrical and security surveillance system of the refrigerated facilities.

**BACKGROUND**

On May 7, 2012, City Council authorized the City Manager to execute an agreement with Garros Services, LLC for the management and operation of two refrigerated facilities located at the federal import lots at World Trade and Colombia Solidarity Bridges. Article Seven, Section 7.1 (A) of the agreement states the City of Laredo and Garros Services, LLC would each contribute \$15,000.00 on an annual basis to cover the cost of major repairs and improvements to the refrigeration system, plumbing system, lighting, electrical and security surveillance system. The FY 2015-2016 Bridge System Refrigerated Facilities fund must be amended to appropriate funds from the opening balance to be used for capital improvements and repairs to the refrigeration system, plumbing system, lighting, electrical and security surveillance system of the refrigerated facilities.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



To amend the City of Laredo Bridge System Refrigerated Facilities FY 2015-2016 Annual Budget by appropriating \$86,875.00 from the Bridge System Refrigerated Facilities opening balance.

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**Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** N  
**Source of Funds:** Opening Balance  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Bridge Fund:	Budget FY 15-16	Proposed Amendment	Amended Budget FY 15-16
Opening Balance		(86,875.00)	
Buildings & Other Improvements	30,000.00	86,875.00	116,875.00

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**Attachments**

2016-O-049

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ORDINANCE 2016-O-049

AMENDING THE CITY OF LAREDO BRIDGE SYSTEM REFRIGERATED FACILITIES FY 2015-2016 ANNUAL BUDGET BY APPROPRIATING \$86,875.00 FROM THE BRIDGE SYSTEM REFRIGERATED FACILITIES OPENING BALANCE. FUNDS ARE TO BE USED FOR CAPITAL IMPROVEMENTS AND REPAIRS TO THE REFRIGERATION SYSTEM, PLUMBING SYSTEM, LIGHTING, ELECTRICAL AND SECURITY SURVEILLANCE SYSTEM OF THE REFRIGERATED FACILITIES.

WHEREAS, the City Council previously adopted the budget for fiscal year 2015-2016; and

WHEREAS, On May 7, 2012, City Council authorized the City Manager to execute an agreement with Garros Services, LLC for the management and operation of two refrigerated facilities located at the federal import lots at World Trade and Colombia Solidarity Bridges. Article Seven, Section 7.1 (A) of the agreement states the City of Laredo and Garros Services, LLC would each contribute \$15,000.00 on an annual basis to cover the cost of major repairs and improvements to the refrigeration system, plumbing system, lighting, electrical and security surveillance system; and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas to appropriate \$86,875.00 from the Bridge System Refrigerated Facilities fund opening balance to be used for capital improvements and repairs to the refrigeration system, plumbing system, lighting, electrical and security surveillance system of the refrigerated facilities; and

WHEREAS, a public hearing and introductory ordinance was held on May 2, 2016.

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

1. The 2015-2016 Bridge System Refrigerated Facilities annual budget is hereby amended to appropriate \$86,875.00.
2. Providing for said funds to be deposited in the account of the City of Laredo Buildings and Other Improvements account.

All laws and parts of laws in conflicting with the provisions of this ordinance shall be, and hereby are, repealed.



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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY:\_\_\_\_\_  
ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Yvette Limon, Acting Bridge Manager

---

**SUBJECT**

**2016-O-050** Amending the City of Laredo Bridge System FY 2015-2016 Bridge Annual Budget by appropriating \$180,863.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements.

**PREVIOUS COUNCIL ACTION**

On May 2, 2016, City Council approved the Public Hearing and Introductory Ordinance to amend the City of Laredo Bridge System FY 2015-2016 Bridge Annual Budget by appropriating \$180,863.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements.

**BACKGROUND**

The FY2015-2016 Bridge System Construction fund must be amended to appropriate funds from the opening balance to be used for the the replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

To amend the City of Laredo FY 2015-2016 Bridge Annual Budget by appropriating \$180,863.00 from the Bridge System Construction Fund opening balance.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2016
<b>Budgeted Y/N?:</b>	N
<b>Source of Funds:</b>	Opening Balance
<b>Account #:</b>	
<b>Change Order: Exceeds 25% Y/N:</b>	

**FINANCIAL IMPACT:**



Bridge Fund:	Budget FY 15-16	Proposed Amendment	Amended Budget FY 15-16
Opening Balance		(\$180,863.00)	
Capital Outlay - Mach. & Equip.	\$0.00	\$180,863.00	\$180,863.00

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### **Attachments**

Ordinance - Construction Fund

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ORDINANCE 2016-O-050

AMENDING THE CITY OF LAREDO BRIDGE SYSTEM FY 2015-2016 BRIDGE ANNUAL BUDGET BY APPROPRIATING \$180,863.00 FROM THE BRIDGE SYSTEM CONSTRUCTION FUND OPENING BALANCE TO BE USED FOR BRIDGE RELATED PROJECTS SUCH AS REPLACEMENT OF THE PEDESTRIAN TURNSTILES AT BRIDGE I AND OTHER BRIDGE RELATED IMPROVEMENTS.

WHEREAS, the City Council previously adopted the budget for fiscal year 2015-2016; and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas to appropriate \$180,863.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as the replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements; and

WHEREAS, a public hearing and introductory ordinance was held on May 2, 2016.

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

1. The 2015-2016 Bridge System annual budget is hereby amended to appropriate \$180,863.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as the replacement of the pedestrian turnstiles at Bridge I and other Bridge related improvements.
2. Providing for said funds to be deposited in the account of the City of Laredo Capital Outlay – Machinery and Equipment account.

All laws and parts of laws in conflicting with the provisions of this ordinance shall be, and hereby are, repealed.

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

---

PETE SAENZ  
MAYOR



ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY \_\_\_\_\_  
ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Falcon International Bank, Owner; Select Argentinian Cuisine LLC/Luis Fernando Rodriguez, San Telmo Argentinean Steakhouse Restaurant, Applicant

**Staff Source:** Nathan R. Bratton

---

**SUBJECT**

**2016-O-051** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Building C, Suites 7 & 8; providing for publication and effective date. District VI

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of May 2, 2016.

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** Restaurant Serving Alcohol

**Site:** 8 Suites Commercial Building (Primped; The Style Bar, Border Foundry, Falcon sure Insurance, Candy Nail Salon and Michelle Quintanilla, Law Office).

**Surrounding land uses:** Abutting the property to the north are is a residential subdivision, to the east, IBC, HEB, a vacant lot, Starbucks, Hungry Howie, Attitude High End Furniture, Vivid Gallery, and McDonald's, South of the property are Jiffy Lube, Exxon, Super 7, Walgreens, Bank of America, a Commercial Plaza with 4 Suites (Chipotle, Five Guys Burger and Arbys). Abutting the property to the south are Dos Marias Restaurant, Stripes/Valero Gas Station, Wendy's Tonos Restaurant and a Commercial. West of the site is Trautman Middle School.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and Del Mar Boulevard as a Modified Major Arterial.



## **Letters sent to surrounding property owners: 26**

In Favor: 1

Opposed: 1

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.

## **STAFF RECOMMENDATION**

Staff supports the proposed Special Use Permit.

## **STAFF COMMENTS**

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP is appropriate at this location because is in conformance with the Comprehensive Plan's designation for the area as Light Commercial.
2. The proposed location meets the distance requirements as per Ordinance 2013-O-005.
3. The proposed SUP for a restaurant selling alcohol is compatible with the existing zones and surrounded uses in this section of McPherson Road.
4. The proposed location meets and exceeds parking requirements as per current uses within the property.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Falcon International Bank, Owner; Select Argentinean Cuisine LLC, for San Telmo Argentinean Steakhouse Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 3,356 S.F. of area on Building C, Suites 7 & 8, as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. through 2:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or



regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.

9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.

12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.

14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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### **Attachments**



Ordinance

Exhibits A & B

Color Maps

Color Pictures-ZC-26-2016

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## ORDINANCE NO. 2016-O-051

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 3, BLOCK 1, DEL MAR NORTH FILING NO. 1 SUBDIVISION, LOCATED AT 7718 MCPHERSON ROAD, BUILDING C, SUITES 7 & 8; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Building C, Suites 7 & 8, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

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

WHEREAS, the City Council has held a public hearing on May 2, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 3, Block 1, Del Mar North Filing No. 1 Subdivision, located at 7718 McPherson Road, Building C, Suites 7 & 8.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Falcon International Bank, Owner; Select Argentinian Cuisine LLC, for San Telmo Argentinean Steakhouse Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 3,356 S.F. of area on Building C, Suites 7 & 8, as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. through 2:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.



7. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.



(2) The activity authorized by the Special Use Permit commences prior to the institution of all Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.



ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):



(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

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

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



LEASABLE AREAS  
FOR

FALCON CENTRE  
AT MCPHERSON

BUILDING 1C



INDEX

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- 2 SUITE 1 - BUILDING SECTIONS -
- 3 SUITE 2 - FLOOR PLAN
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- 5 SUITE 3 - FLOOR PLAN & ELEVATIONS
- 6 SUITE 3 - BUILDING SECTIONS
- 7 SUITE 4 - FLOOR PLAN, ELEVATION & BLGD SECTION
- 8 SUITE 5 - FLOOR PLAN, ELEVATIONS & BLGD SECTION
- 9 SUITE 6 - FLOOR PLAN, ELEVATIONS & BLGD SECTION
- 10 SUITE 7 - FLOOR PLAN, ELEVATIONS & BLGD SECTION
- 11 SUITE 8 - FLOOR PLAN, ELEVATIONS & BLGD SECTIONS
- 12 BUILDING 1C - SITE PLAN



**REDLINE**  
**ARCHITECTURE**

121 Calle del Norte, Suite 103  
Laredo, TX. 78041  
PH 956.727.5391 FAX 956.727.1551

**FALCON  
CENTRE AT  
MCPHERSON  
BUILDING 1C**

**Cover Sheet**

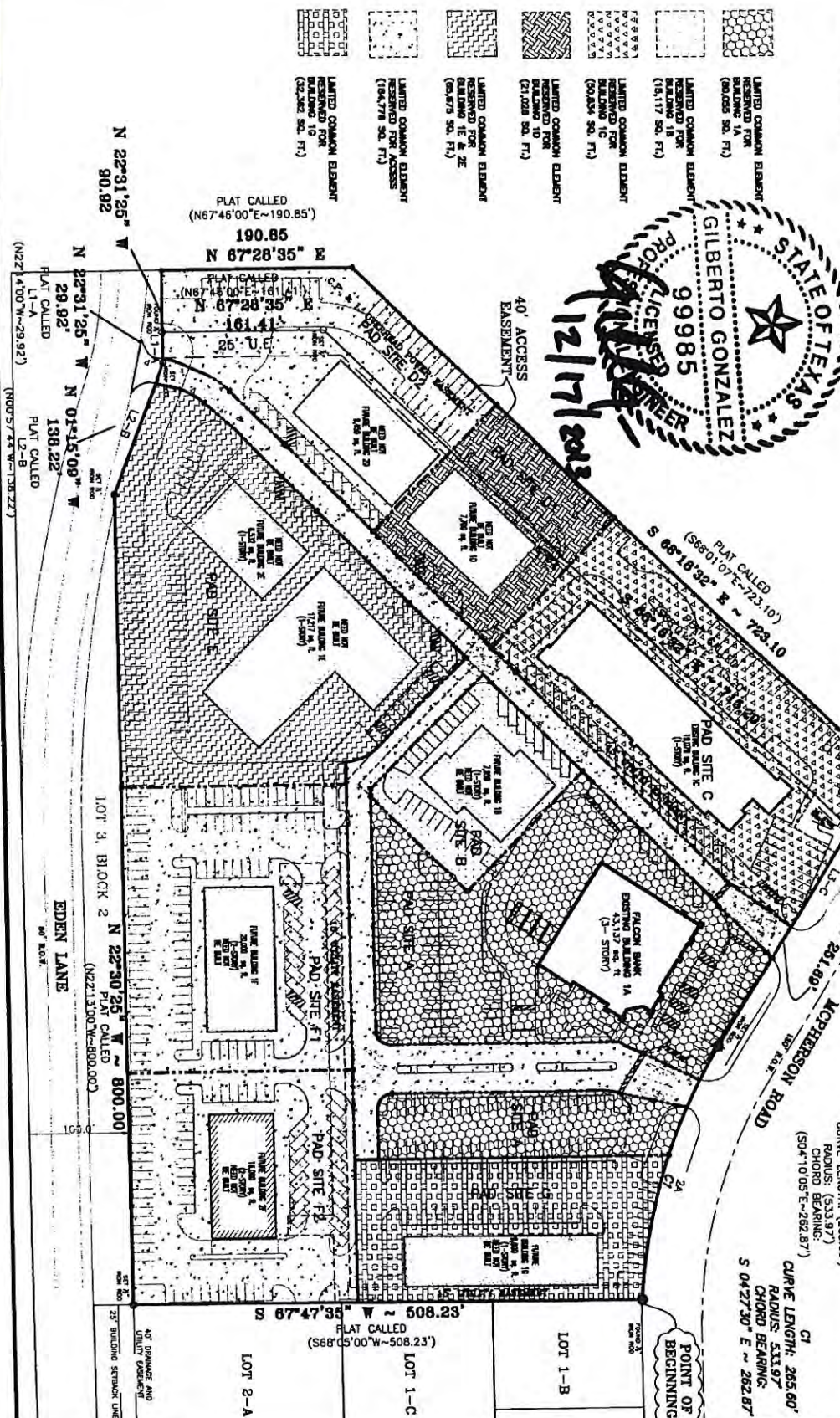
Project number	120211	0
Date	Nov. 19, 2013	
Drawn by	A.S	
Checked by	JJM	Scale



**NOTE:** All dimensions and building areas shown are referenced to exterior walls. The attached plans constituting the condominium plat for the Falcon Center at McPherson Condominiums contain all of the information required by Section 82.059 of the Texas Uniform Condominium Act and depict the perimeter land boundaries of the condominium, except for additional real property, and showing the locations on the ground of all buildings labeled MUST BE BUILT in relation to land boundaries.

**FALCON CENTRE AT MCMPIERSON**

The Declarant reserves the right to lease Pod Sites E and F1 and P2, including the areas reserved for Future Construction of Units C, D, E, F and ZP; The Leasehold shall run through Eden Ltd. If Declarant leases Pod Common Element JF, Declarant leases Pod Site E and/or F1 and P2, then the Pod Site E and/or F1 and P2 will be solely responsible for maintaining the United Common Element.



**FALCON CENTRE AT MCPHERSON**  
**CONDOMINIUM PLAT**

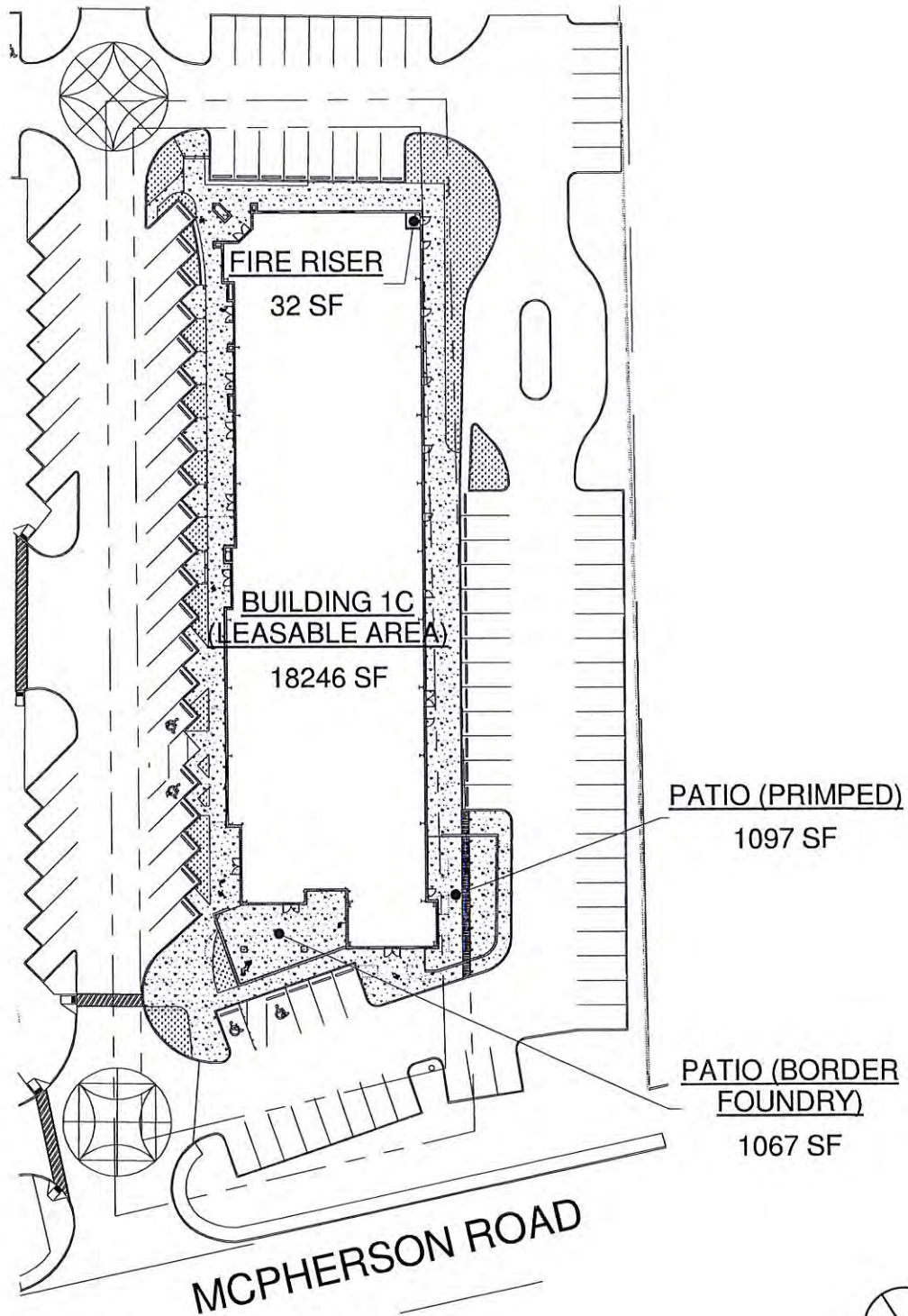
# HOWLAND

ENGINEERING AND SURVEYING CO.

TBPE Firm Registration No. F-4097    TBPLS Firm Registration No. 100454-00  
 7815 N. Bartlett Avenue    P.O. Box 451128 (78045)    Laredo, TX. 78041  
 PH: 956.722.4411    FAX: 956.722.5414  
 4902 Sinclair Road    San Antonio, TX. 78222  
 PH: 210.648.1600    FAX: 210.648.1605  
[www.howlandcompanies.com](http://www.howlandcompanies.com)

SHEET:  
1 OF 18





1 SITE PLAN - BUILDING 1C  
1" = 60'-0"



**REDLINE**  
**ARCHITECTURE**

121 Calle del Norte, Suite 103  
Laredo, TX. 78041  
PH 956.727.5391 FAX 956.727.1551

**FALCON  
CENTRE AT  
MCPHERSON  
BUILDING 1C**

**Building 1C**

Project number	120211	<b>12</b>
Date	Nov. 19, 2013	
Drawn by	A.S	
Checked by	JJM	
Scale		1" = 60'-0"

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2/16/2016

• • •

Luis Fernando Rodriguez  
Select Argentinean Cuisine LLC  
7718 McPherson, Suites 7 & 8, Building C.  
Laredo, Tx. 78045.

Alejandrina Sánchez – Planner II  
City of Laredo Planning & Zoning Department  
1120 San Bernardo Ave.  
Laredo, TX. 78040

### **Proposed Use Detailed Narrative**

Select Argentinean Cuisine LLC, doing business as San Telmo, is leasing suites 7 & 8 with a total of 3356 square feet, located at 7718 McPherson Rd., zoned B-3. The landlord to this property is Falcon International Bank

Select Argentinean Cuisine LLC is requesting the authorization of a special use permit as a restaurant serving alcohol.

The projected schedule for Select Argentinean Cuisine LLC is from 11 AM to 2 AM from Monday to Sunday. A total staff of 20 people will be hired for the operation of the restaurant, including operation and administration.

The main activity of Select Argentinean Cuisine LLC is the sale of food preparations including appetizers, entrees, soups, salads and desserts, served on an all-day menu. The sale of alcoholic beverages is secondary and its purpose is to compliment the all-day menu.

Argentinean style cuisine is best known for the quality beef products used in its preparations, in an effort to replicate the richness of this taste, Select Argentinean Cuisine LLC, proudly offers the traditional cuisine of Argentina utilizing American Black Angus beef, known for its rich flavor, juiciness and tenderness.

Respectfully,



Luis Fernando Rodriguez

Owner

Select Argentinean Cuisine LLC

**Exhibit B**



# SAN TELMO ARGENTINEAN STEAKHOUSE

## Entradas

EMPANADAS ARGENTINAS	8	MOZZARELLA CAPRESE	17
De Carne (Ground beef and spices)		Mozzarella cheese, tomatoes and basil	
Humita (Corn and cheese)			
ALCACHOFAS MAFALDA	18	PROVOLETA GRILLADA	11
Artichoke heart with prosciutto and bacon		Grilled provolone cheese topped with garlic	
MOLLEJAS A LA PARRILLA	13	MORCILLA A LA PARRILLA	14
Grilled tender beef sweetbreads		Grilled blood sausage	
CAMARONES MACLEAN	19	CHORIZO ARGENTINO	9
Shrimp in Argentinean beer batter		Grilled mild argentine style chorizo	
BURRATA	17	CAMARONES SAN TELMO	19
Fresh Italian Cheese		Sautéed shrimps with garlic olive oil	
CEVICHE DE HALIBUT	19	CHAMPINONES DON RAFAEL	18
Halibut marinated in lime, onions and tomatoes		Mushrooms with prosciutto and bacon	

## Ensaladas y cremas

ENSALADA SAN TELMO	17	ENSALADA DIVINA	18
Heart of palm, artichoke hearts, olives and mixed green salad		Grilled chicken breast, mixed green, strawberries, pecans and raspberry vinaigrette	
ENSALADA PORTEÑA	18	ENSALADA DE CANGREJO	19
Cesar salad made our way, with anchovies, dijon and thin sliced brisket		Crab tower salad with avocado and cuscus	
ENSALADA CRIOLLA	10	JUGO DE CARNE	8
Mixed green, tomatoes and onions with olive oil and balsamic vinegar		Argentine beef soup	
CREMA DE ESPARRAGOS	8	CREMA DE ALBAHACA	8
Asparagus cream		Mozzarella and basil cream	



## Carnes

BIFFE DE CHORIZO	39	BIFFE DE LOMO	39
Grilled New York strip steak		Grilled beef tenderloin	
LOMO ALTO	39	OJO DE BIFE	41
Grilled Rib eye steak		Center rib eye steak	
CHURRASCO	30	ENTRAÑA	27
Grilled top sirloin steak		Grilled skirt steak	
BIFFE DE LOMO CON TOCINO	41		
Grilled beef tenderloin with bacon			

## Otras carnes nobles

CHULETILLAS DE CORDERO	43	POLLO PASTORIL	23
Grilled New Zealand rack of lamb		Half grilled boneless chicken served with sautéed vegetables	
PARRILLADA ARGENTINA	46	POLLO CAPRESSE	23
Skirt steak, chicken breast, short ribs, Argentine sausage and sweet breads		Grilled chicken breast served with Mozzarella cheese and tomatoes	

## Del mar

HALIBUT	31	ATUN A LA PARRILLA	34
Pan grilled Halibut loin topped with mushrooms		Grilled tuna	
PULPO A LA PARRILLA	33		
Grilled octopus with rustic potato herbs			

## Guarniciones

PARRILLADA DE VERDURAS	15	CHAMPIÑONES PORTOBELLO	15
Grilled mixed vegetables		Portobello mushrooms sautéed with Port wine	
ESPÁRRAGOS ASADOS	10	CHILES TOREADOS	6
Grilled green asparagus		Sautéed serrano peppers with onions	
PURE DE PAPA	10		
Mashed potatoes			



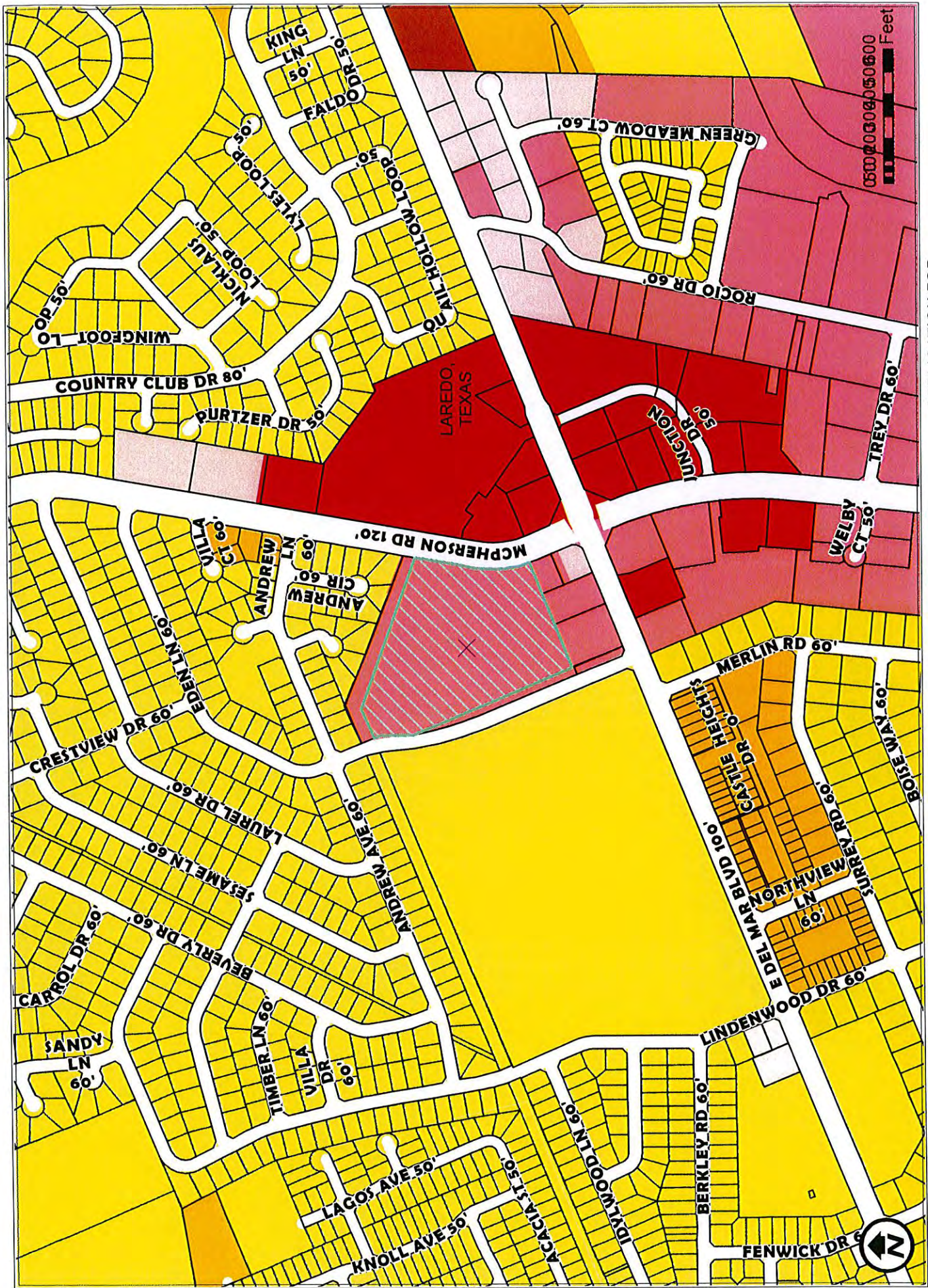
## Postres

TORTA MENDOCINA	8	TARTA DE QUESO ARGENTINA	10
Dulce de Leche alfajor with icecream		Dulce de Leche cheesecake	
HELADO FRITO	9	FLAN CASERO	8
Deep fried Argentine bread wrapped around a scoop of french vanilla		Caramel pudding served with Dulce de Leche	
CREMA CATALANA	9	TORTA DE CHOCOLATE	10
Rich custard base topped with a contrasting layer of hard caramel		Chocolate cake	







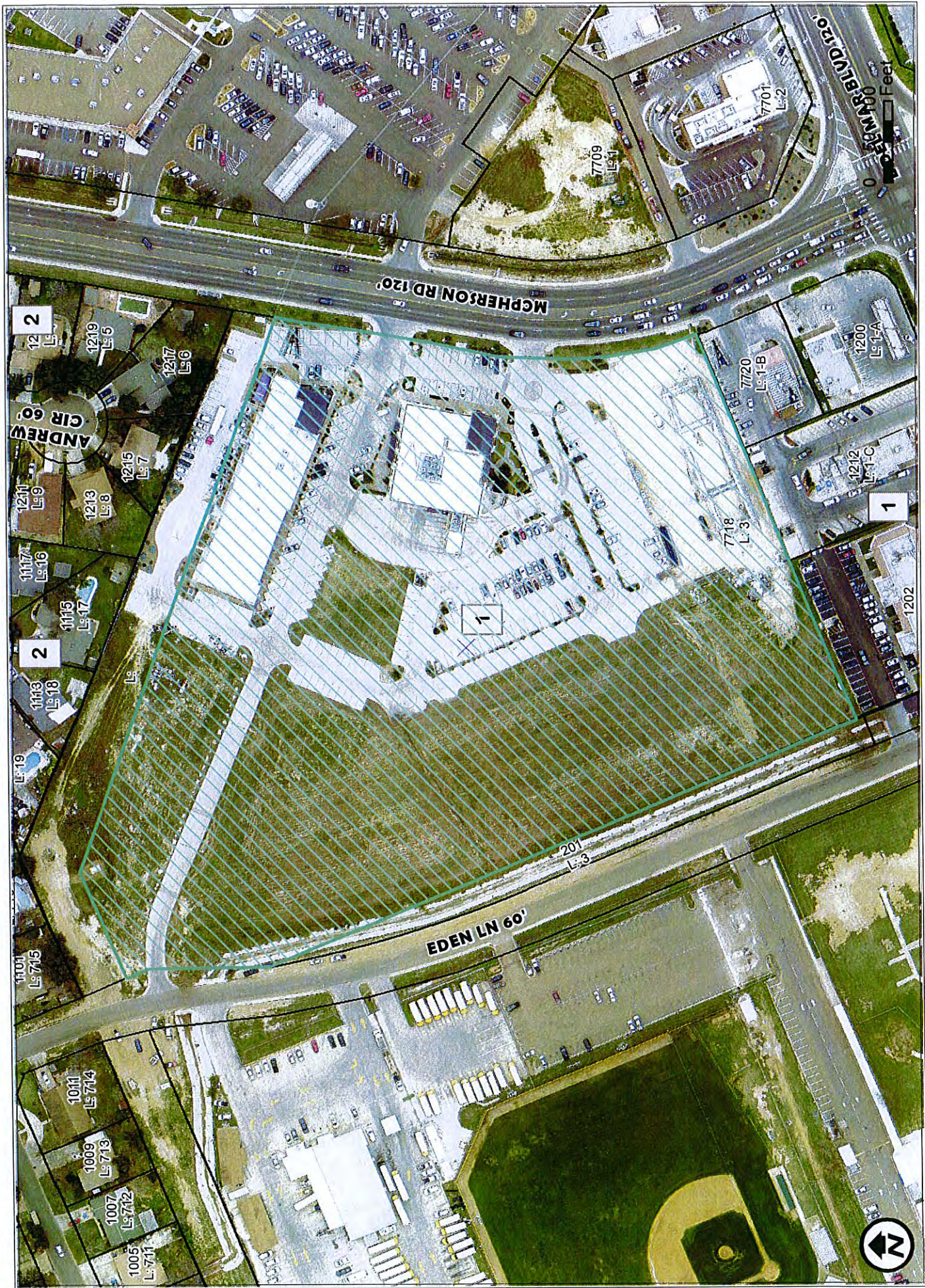


APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-26-2016  
COUNCIL DISTRICT 6  
7718 MCPHERSON RD STE 7 & 8

ZONING OVERVIEW  
1 inch = 550 feet  
Date: 2/25/2016



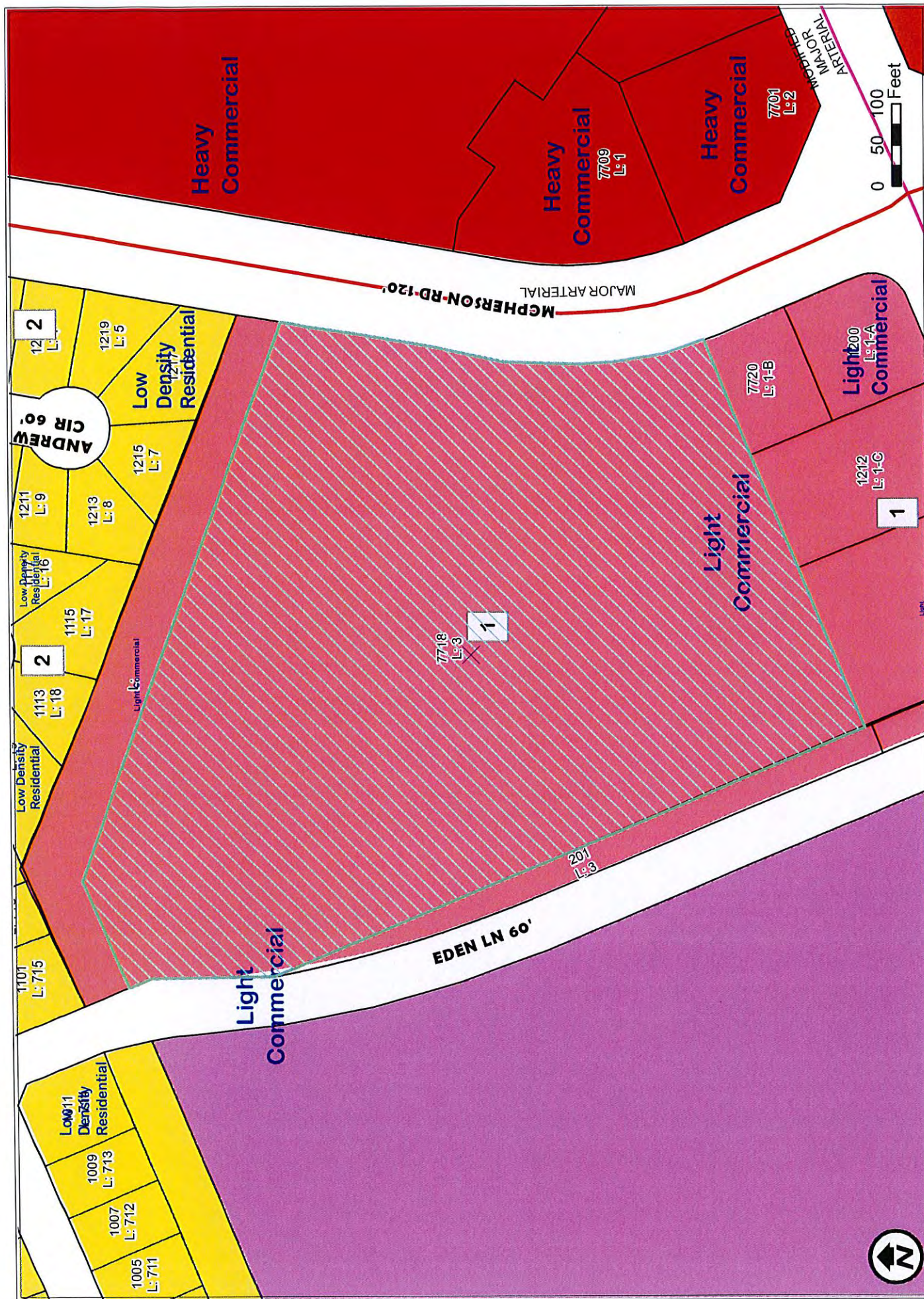


APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-26-2016  
COUNCIL DISTRICT 6  
7718 MCPHERSON RD STE 7 & 8

AERIAL MAP  
1 inch = 150 feet  
Date: 2/25/2016





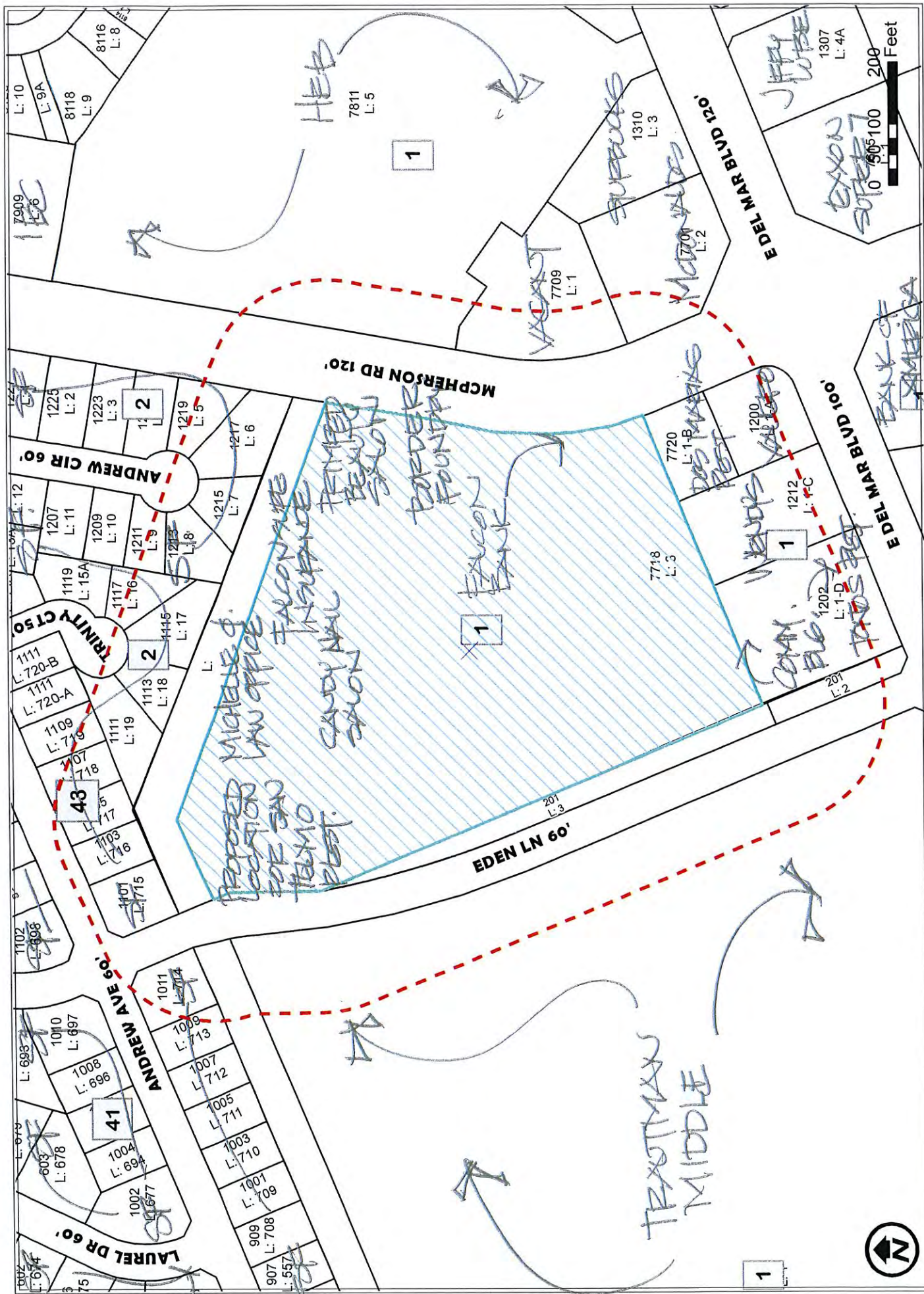
APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

FUTURE LANDUSE MAP ZC-26-2016  
COUNCIL DISTRICT 6  
7718 MCPHERSON RD STE 7 & 8  
1 inch = 150 feet  
Date: 2/25/2016







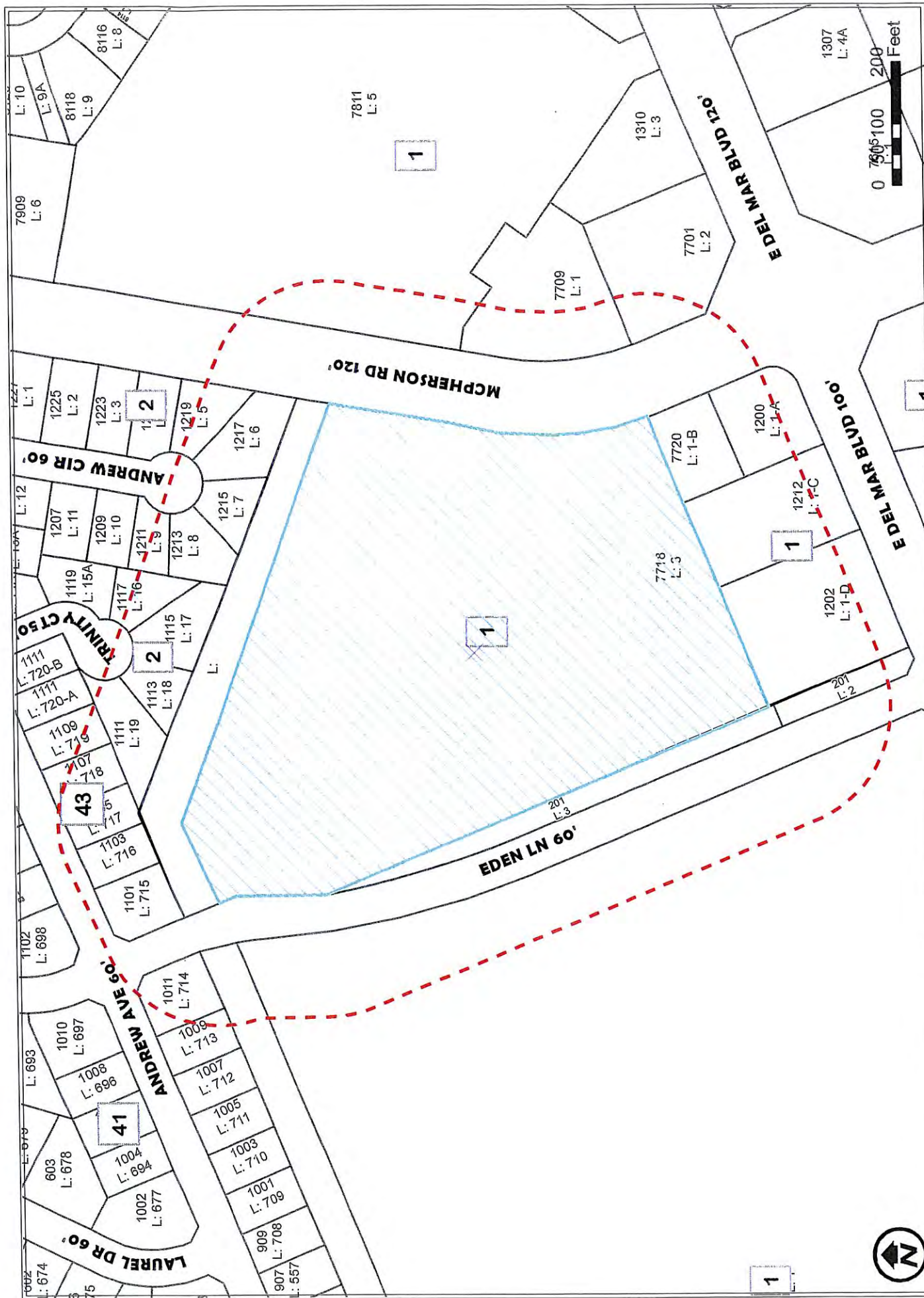


APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

200' NOTIFICATION  
1 inch = 200 feet  
Date: 2/25/2016

ZC-26-2016  
COUNCIL DISTRICT 6  
7718 MCPHERSON RD STE 7 & 8





APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)  
-> RESTAURANT SERVING ALCOHOL

ZC-26-2016  
COUNCIL DISTRICT 6  
7718 MCPHERSON RD STE 7 & 8

200' NOTIFICATION  
1 inch = 200 feet  
Date: 2/25/2016



ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

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ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





ZC-26-2016

B3 to SUP for a Restaurant Selling Alcohol  
7718 McPherson Road, Building C, Suites 7 & 8





**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Richard M. Hachar, Cuatro Vientos East, Inc., owner

**Staff Source:** Nathan R. Bratton, Planning Director

---

**SUBJECT**

**2016-O-052** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.9 acres as further described by metes and bounds in attached Exhibit "A", located on the East side of Ejido Avenue and North of Bianka Lane, from R-1A (Single-Family Reduced Area District) to R-1B (Single-Family High Density District); providing for publication and effective date. District I

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Rudy Gonzalez, Jr. at the regular meeting of May 2, 2016.

**BACKGROUND**

**Council District:** I – The Honorable Rudy Gonzalez, Jr.

**Proposed use:** Residential

**Site:** The site is currently vacant and undeveloped.

**Surrounding land uses:** Surrounding uses are primarily vacant and undeveloped with single-family residential uses to the north west and south west.

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

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

**Letters sent to surrounding property owners:** 5 In Favor: 0 Opposed: 0

**STAFF COMMENTS**

Staff supports the request for the following reason:

1. The proposed zone change is appropriate at this location because it is compatible with the existing zones and uses in the neighborhood.
2. The proposed R-1B district will not introduce more intense uses in the area.



3. The uses allowed in an R-1B are very similar to those permitted in an R-1A district.

## **IMPACT ANALYSIS**

**R-1B (Single Family High Density District):** The purpose of the R-1A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

### **Is this change contrary to the established land use pattern?**

No, the established land use pattern is vacant and low density residential in this area.

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

No, there are adjacent R-1A districts.

### **Will change adversely influence living conditions in the neighborhood?**

No, the uses allowed in an R-1B district are very similar to those allowed in an R-1A district.

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

No, the R-1A district already allows for single-family residential uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

## **STAFF RECOMMENDATION**

Staff supports the proposed zone change.

---

### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

### **Attachments**

Ordinance

Zoning Map



Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Exhibit A and Survey

---



## ORDINANCE NO. 2016-O-052

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7.9 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE EAST SIDE OF EJIDO AVENUE AND NORTH OF BIANKA LANE, FROM R-1A (SINGLE-FAMILY REDUCED AREA DISTRICT) TO R-1B (SINGLE-FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 7.9 acres as further described by metes and bounds in attached Exhibit "A", located on the East side of Ejido Avenue and North of Bianka Lane, from R-1A (Single-Family Reduced Area District) to R-1B (Single-Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on May 2, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 7.9 acres as further described by metes and bounds in attached Exhibit "A", located on the East side of Ejido Avenue and North of Bianka Lane, from R-1A (Single-Family Reduced Area District) to R-1B (Single-Family High Density District).



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

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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

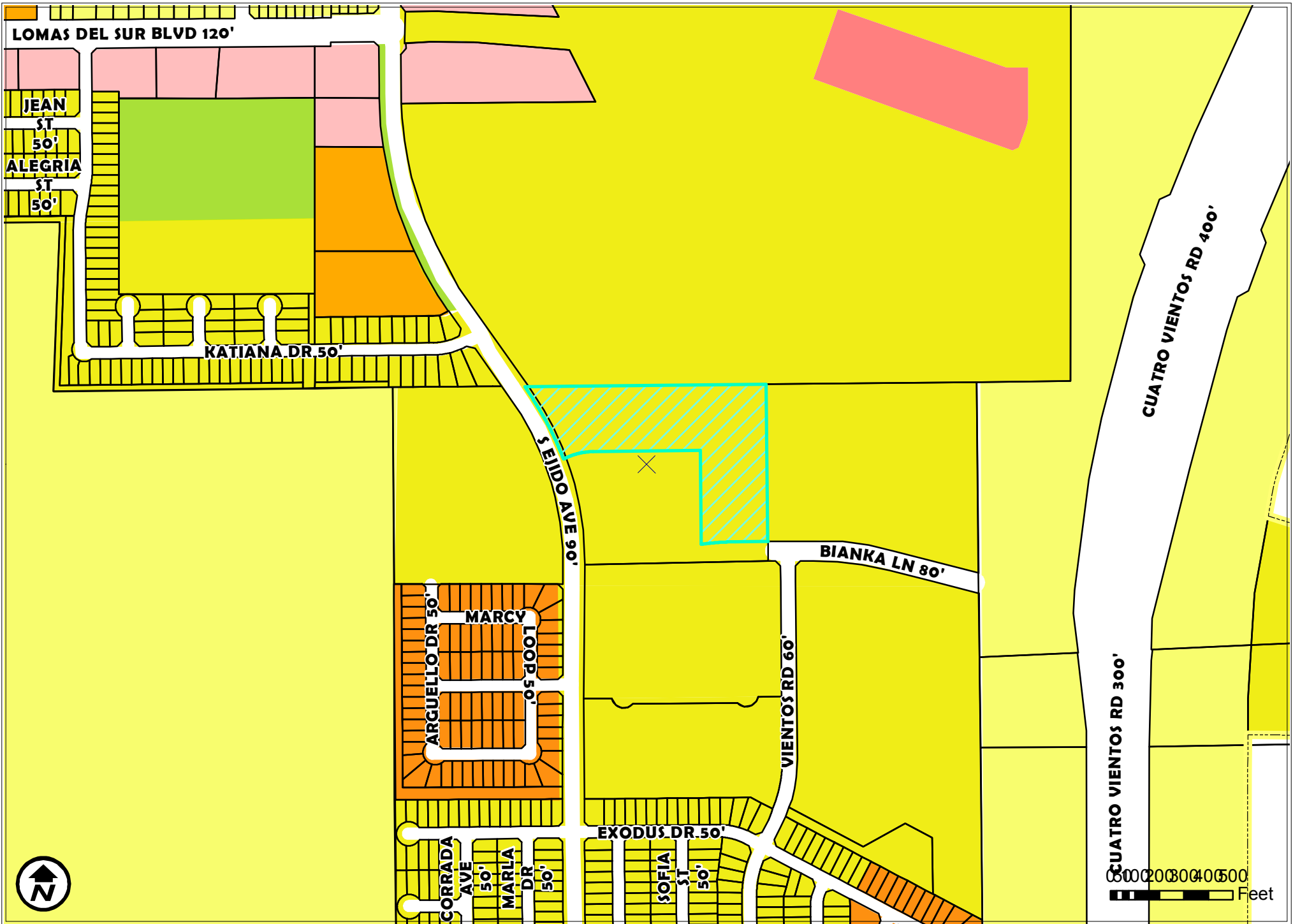


- ☒ S.U.P. (SPECIAL USE PERMITS)
- ☐ C.U.P. (CONDITIONAL USE PERMITS)
- ☒ S.U.P. & C.U.P.









ZONING OVERVIEW

1 inch = 500 feet

Date: 2/25/2016

ZC-25-2016

COUNCIL DISTRICT

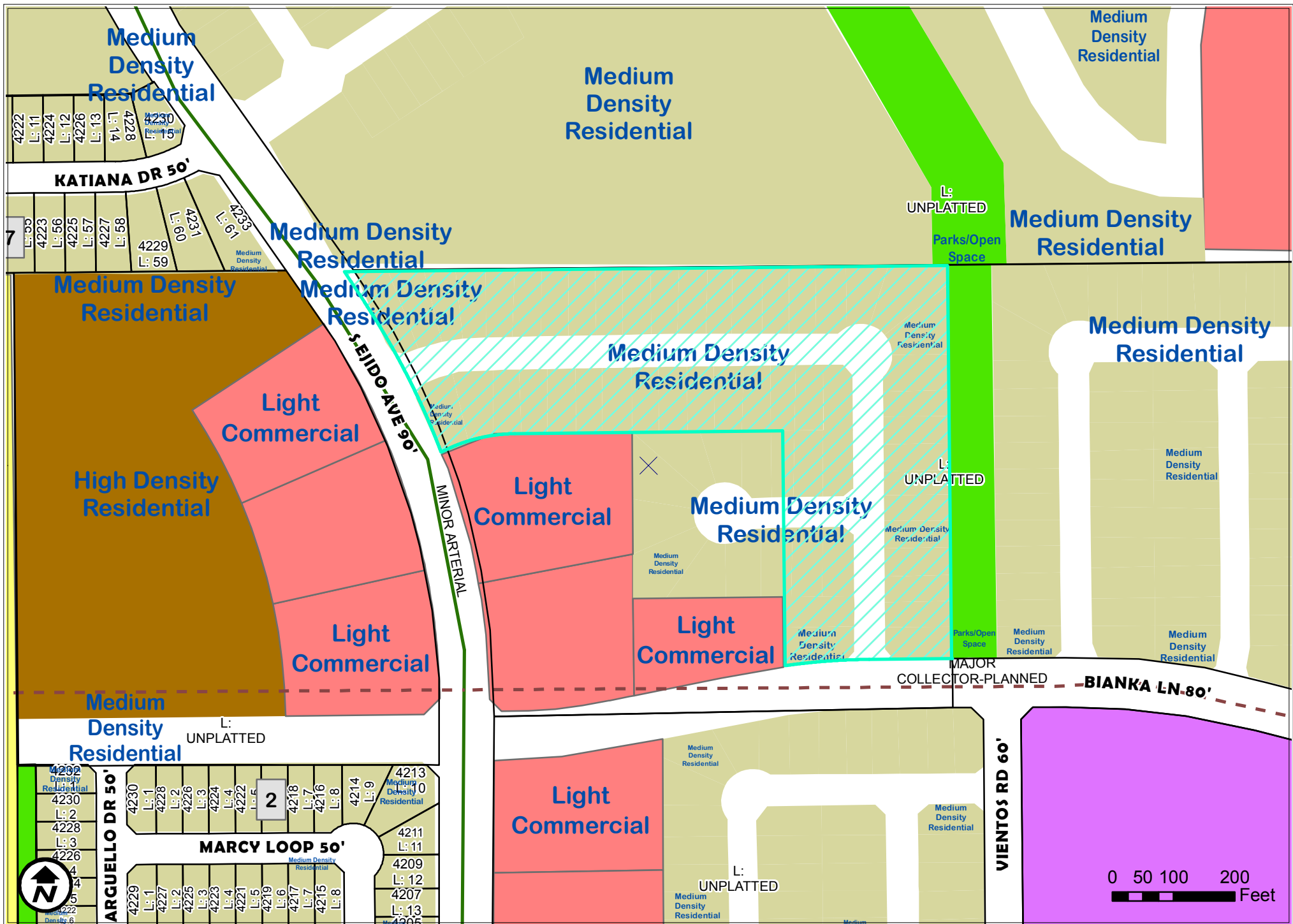
E OF S EJIDO AVE N OF BIANKA LN

REZONE FROM

R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)





FUTURE LANDUSE MAP

1 inch = 200 feet

Date: 2/25/2016

ZC-25-2016

COUNCIL DISTRICT

E OF S EJIDO AVE N OF BIANKA LN

REZONE FROM

R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)



**7.9 acres East of Ejido Avenue and North of Bianka Lane  
R-1A (Single Family Reduced Area District) to R-1B (Single Family High  
Density District)  
ZC-25-2016**





**7.9 acres East of Ejido Avenue and North of Bianka Lane  
R-1A (Single Family Reduced Area District) to R-1B (Single Family High  
Density District)  
ZC-25-2016**





**7.9 acres East of Ejido Avenue and North of Bianka Lane  
R-1A (Single Family Reduced Area District) to R-1B (Single Family High  
Density District)  
ZC-25-2016**





**7.9449 ACRE TRACT**  
Being a out and part of  
**Porcion 35 ~ Abstract 546 ~ Jose Miguel Diaz, Original Grantee**  
Within the limits of the  
**City of Laredo, Webb County, Texas**  
**02/08/2016**

Being a 7.9449 Acre tract of land, more or less, situated in in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 7.9449 Acre tract being out and part of Cuatro Vientos East, Inc. Tract V (70 Acres), as recorded in Volume 3677, Pages 480-484 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

**COMMENCING** at a found ½" iron rod for a point of reference, being the Northwest corner of the Vientos Road and Bianka Lane ROW Dedication Plat, as recorded in Volume 29, Page 67 of the Webb County Plat Records, THENCE South 89°34'31" West, 2.98 feet, to a set ½" iron rod for the Southeast corner of the herein described tract and the **POINT OF BEGINNING**;

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

South 89°34'31" West, 135.68 Feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 137.70 feet, with said curve having the following characteristics: Central Angle=07°37'22", R=1035.00 feet, CL=137.70 feet, TAN=68.95 feet, CHD=137.60 feet, CHD. Bearing = S 85°45'50" W, to a set ½" iron rod for the end of this curve and an exterior deflection corner to the right of this tract;

North 00°35'44" West, 383.57 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 89°24'16" West, 437.46 Feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 124.40 feet, with said curve having the following characteristics: Central Angle=26°53'50", R=265.00 feet, CL=124.40 feet, TAN=63.37 feet, CHD=123.26 feet, CHD. Bearing = S 75°57'21" W, to a set ½" iron rod for the end of this curve, a point on the Easterly right-of-way line of Ejido Ave., and a point on a curve to the left of this tract;

**THENCE** along said Easterly right-of-way line of Ejido Ave. and the Westerly boundary line of the herein described tract, as follows:

A curvilinear distance of 275.49 feet, with said curve having the following characteristics: Central Angle=12°40'41", R=1245.00 feet, CL=275.49 feet, TAN=138.31 feet, CHD=274.93 feet, CHD. Bearing = N 27°06'49" W, to a set ½" iron rod for a point of tangency;

North 33°27'10" West, 58.88 Feet, to a set ½" iron rod for the Northwest corner of this tract;

**THENCE** North 89°23'26" East, 985.04 feet, along the North boundary line of the herein described tract, to a set ½" iron rod for the Northeast corner of this tract;



WYERS FAMILY TRUST  
TRACT "B" - 47.98 ACRES  
REC. IN VOL. 1565, PGS. 228-243  
W.C.D.R. 985.04'

15' U.E.  
VOL. 28, PGS. 68-68A  
W.C.P.R.

7.9449 ACRES

OUT OF CUATRO VIENTOS EAST, INC.  
TRACT V (70 ACRES)  
REC. IN VOL. 3677, PGS. 480-484  
W.C.D.R.

CURVE  
R=1,245.00'  
Δ=12°40'41"  
CL=275.49'  
TAN=138.31'  
CHD=274.93'  
BRG=N27°06'49"W

S 89°24'16" W 437.46'  
CURVE  
R=265.00'  
Δ=26°53'50"  
CL=124.40'  
TAN=63.37'  
CHD=123.26'  
BRG=S75°57'21"W

N 00°35'44" W 383.57'  
PORCION 35 ~ ABSTRACT 546  
JOSE MIGUEL DIAZ, O.G.

CUATRO VIENTOS EAST, INC.  
TRACT V (70 AC.)  
REC. IN VOL. 3677, PGS. 480-484  
W.C.D.R.

NOTES:  
1.-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.  
2.-THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1380C, DATED: APRIL 2, 2008.  
3.-BASIS OF BEARINGS: GPS NAD83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.



**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 8th DAY OF FEBRUARY, 2016

Exhibit A

Wayne Nance  
WAYNE NANCE, R.P.L.S.  
TEXAS REG. NO. 6235

**BOUNDARY SURVEY OF A  
7.9449 ACRE TRACT OF LAND**

OUT OF CUATRO VIENTOS EAST, INC. - TRACT V (70 AC.)  
AS REC. IN VOL. 3677, PGS. 480-484, W.C.D.R.  
PORCION 35 ~ ABSTRACT 546  
WEBB COUNTY, TEXAS



304 E. CALTON RD.  
LAREDO, TEXAS 78041  
TBPLS F-6205  
OFFICE (956) 724-3087  
www.porrasnance.com

SCALE: 1"=150'  
DATE: 02-05-2016

CUATRO VIENTOS EAST, INC.  
TRACT V  
REC. IN VOL. 3677, PGS. 480-484  
W.C.D.R.

12' U.E.  
VOL. 28, PGS. 68-68A  
W.C.P.R.

12' U.E.  
VOL. 29, PG. 67  
W.C.P.R.

CURVE  
R=1035.00'  
Δ=07°37'22"  
CL=137.70'  
TAN=68.95'  
CHD=137.60'  
BRG=S85°45'50"W

20' WATERLINE  
& ACCESS EASEMENT  
VOL. 3238, PGS. 137-147  
W.C.O.P.R.

12' U.E.  
VOL. 28, PGS. 68-68A  
W.C.P.R.

CUATRO VIENTOS SUB SUBD.  
PHASE VI (UNDER CONSTRUCTION)

BIANKA LN.

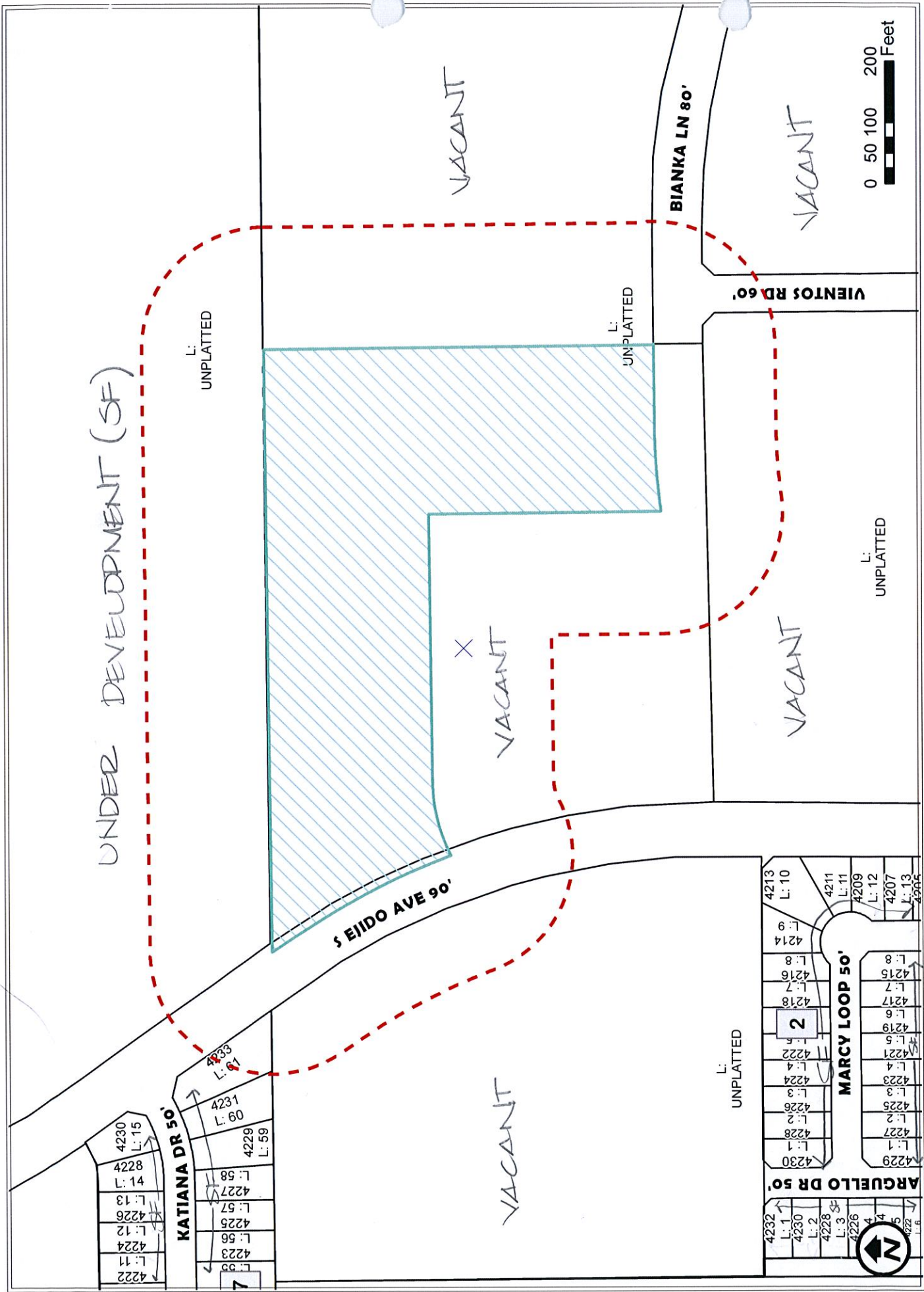
2.98'  
S 89°34'31" W

P.O.B.  
N.W.C. OF VIENTOS ROAD  
AND BIANKA LANE ROW  
DEDICATION PLAT  
VOL. 29, PG. 67, W.C.P.R.

BIANKA LN.

135.68'  
S 89°34'31" W





REZONE FROM  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

200' NOTIFICATION  
1 inch = 200 feet  
Date: 2/25/2016

ZC-25-2016  
COUNCIL DISTRICT

E OF S EJIDO AVE N OF BIANKA LN



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Anil Gupta, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

**2016-O-053** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-069 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road by extending date of expiration; providing for publication and effective date. **(As Amended)** District VI

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Charlie San Miguel at the regular meeting of May 2, 2016.

**BACKGROUND**

**Council District:** VI – The Honorable Charlie San Miguel

**Proposed use:** Amusement redemption machine establishment

**Site:** Amusement redemption machine establishment

**Surrounding land uses:** North of the site are the Tuscany apartments and the Tuscany commercial strip (including Fred Loya Insurance, Swisher & Martin Realty and Marmoles & Canteras), Pollo Palenque, multi-family uses and single-family uses. On the east are single-family residences; O'Reilly Auto Parts; Family Dollar; condominiums and apartments. To the south are Whataburger; Roberto Martinez, MD; a vacant lot; We'll Wash Coin Laundry; mini-storage; Hollywood Garden and Nursery; single-family residences, and the McPherson Del Norte Center.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and Shiloh Drive as a Modified Major Arterial.

**Letters sent to surrounding property owners:** 45 In Favor: 0 Opposed: 0



## STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is compatible with other uses along McPherson Road.
2. The property is near the intersection of McPherson Road and Shiloh Drive, two arterials.
3. The C.U.P. is an extension of an existing amusement redemption machine establishment.

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Anil Gupta and Hang Li, and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. The sale and consumption of alcohol on premises is prohibited.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
15. Banners and window signs are prohibited.
14. The C.U.P. shall be issued for two years from date of issuance.



## COMMITTEE RECOMMENDATION

The P & Z Commission, in a 4 to 2 vote, recommended approval of the Conditional Use Permit.

## STAFF RECOMMENDATION

Staff supports the proposed Conditional Use Permit.

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### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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### Attachments

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey and Exhibits

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## ORDINANCE NO. 2016-O-053

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY BY AMENDING ORDINANCE NO. 2011-O-069 AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1, BLOCK 1, ANIL AND ASSOCIATES SUBDIVISION PHASE 1, LOCATED AT 9110 MCPHERSON ROAD BY EXTENDING DATE OF EXPIRATION; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road by extending date of expiration; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 2, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance No. 2011-O-069 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road by extending date of expiration.

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

1. The C.U.P. shall be issued to Anil Gupta and Hang Li, and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.



3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. The sale and consumption of alcohol on premises is prohibited.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
15. Banners and window signs are prohibited.
14. The C.U.P. shall be issued for ten (10) years from date of issuance.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council’s final approval date.



## 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

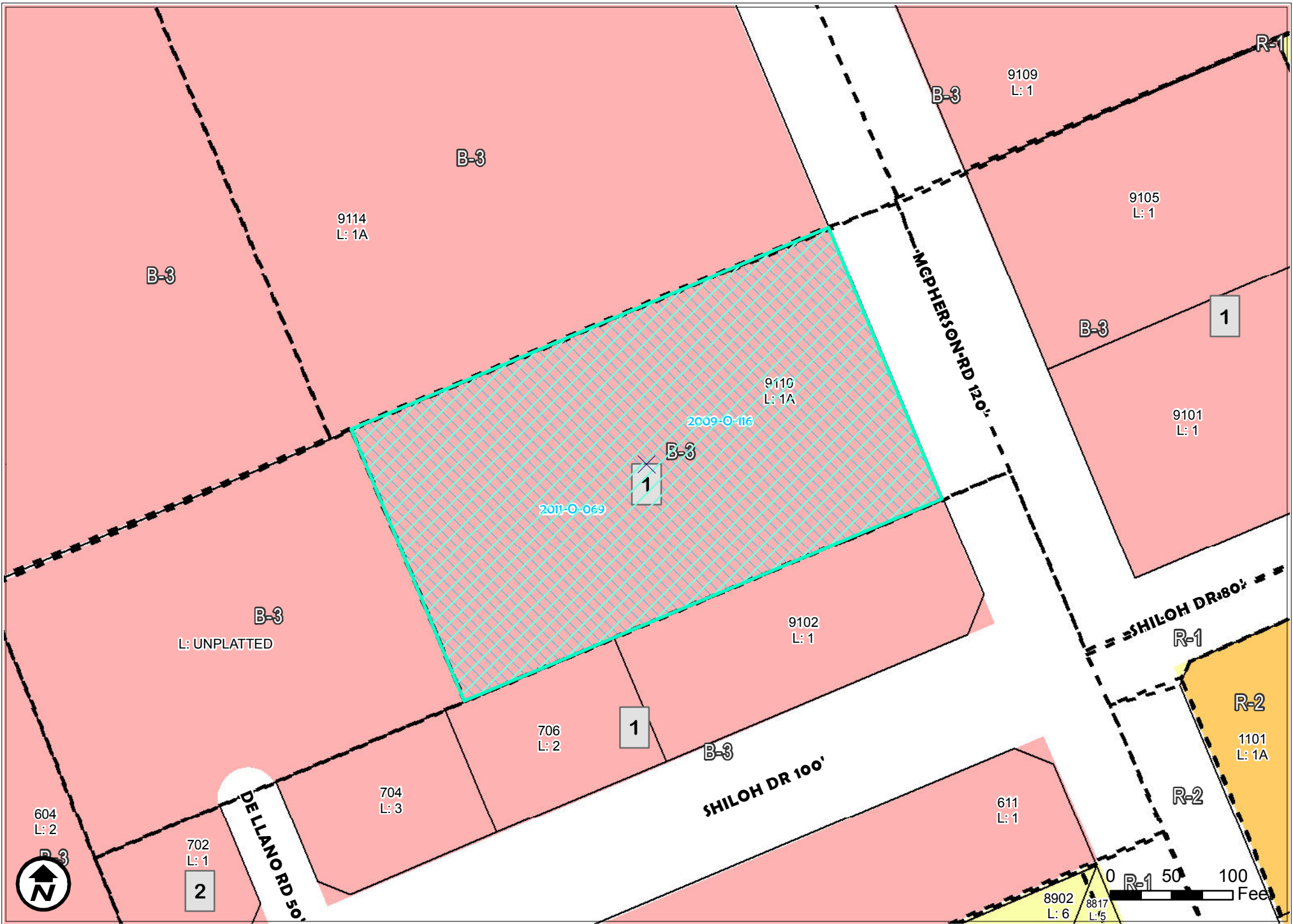
ATTEST:

\_\_\_\_\_  
DOANH "ZONE" T. NGUYEN  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





ZONING MAP  
1 inch = 100 feet  
Date: 2/3/2016

ZC-72B-2015  
COUNCIL DISTRICT 6  
9110 MCPHERSON RD

AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-069 - AMUSEMENT REDMEPTION

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



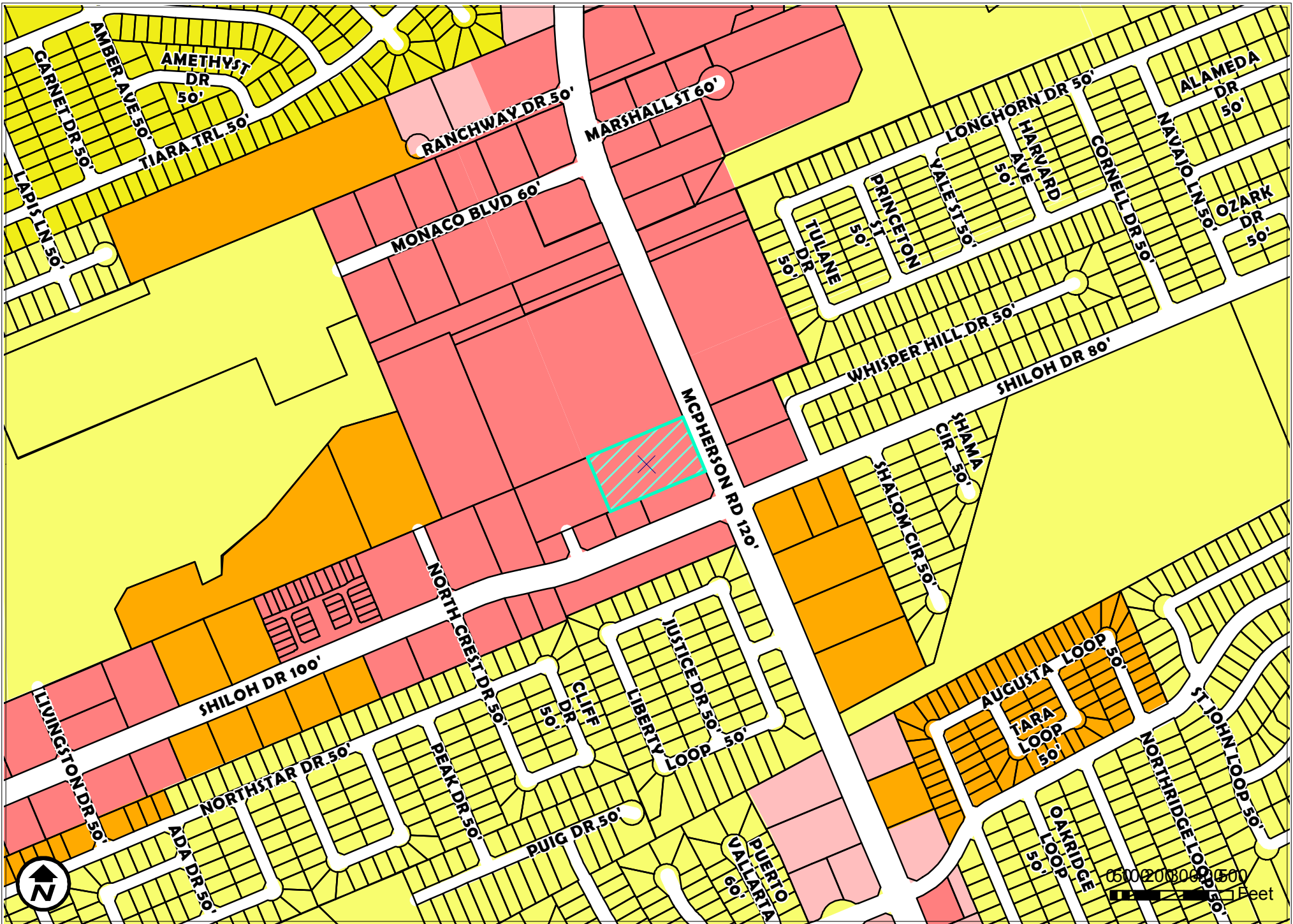


AERIAL MAP  
1 inch = 100 feet  
Date: 2/3/2016

ZC-72B-2015  
COUNCIL DISTRICT 6  
9110 MCPHERSON RD

AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-069 - AMUSEMENT REDMEPTION





ZONING OVERVIEW

1 inch = 500 feet

Date: 2/3/2016

ZC-72B-2015  
COUNCIL DISTRICT 6  
9110 MCPHERSON RD

AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-069 - AMUSEMENT REDMEPTION







**9110 McPherson Road  
Amendment to C.U.P. (Conditional Use Permit) for Amusement Redemption  
ZC-72B-2015**





**9110 McPherson Road  
Amendment to C.U.P. (Conditional Use Permit) for Amusement Redemption  
ZC-72B-2015**





**9110 McPherson Road  
Amendment to C.U.P. (Conditional Use Permit) for Amusement Redemption  
ZC-72B-2015**







**COUNCIL DISTRICT 6**  
**9110 MCPHERSON RD**

1 inch = 150 feet  
Date: 9/25/2015



January 26, 2016

I, Anil Gupta, request a Conditional Use Permit for amusement redemption machines on 9110 McPherson Road. Approximately there will be 15-20 employees hired. The hours of operations would be daily from 11:00am- 2:00pm.

Should you have any questions, please don't hesitate to call me at 956-791-9456.

Sincerely,

A handwritten signature in black ink, appearing to be 'Anil Gupta', with a stylized flourish at the end.

Anil Gupta



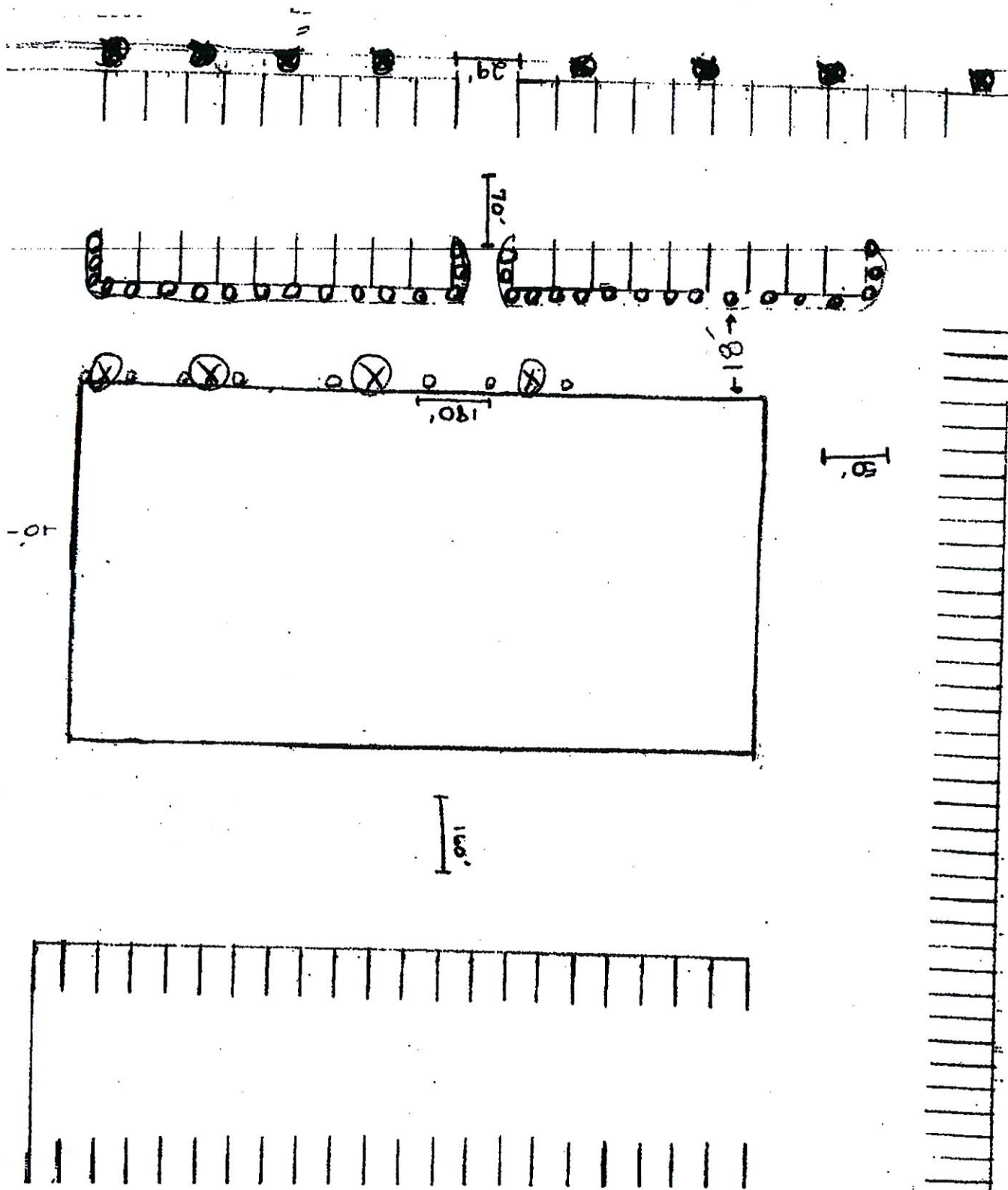


Exhibit "B"



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Carlos J. Gonzalez, applicant; Odilia Rios, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

**2016-O-054** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-157 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 2, Cuatro Vientos Norte Subdivision, located at 3301 Chacota Street, Suites 21B and 22B by changing permit holder and extending date of expiration; providing for publication and effective date. **(As Amended)** District I

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Rudy Gonzalez, Jr. at the regular meeting of May 2, 2016.

**BACKGROUND**

**Council District:** I – The Honorable Rudy Gonzalez, Jr.

**Proposed use:** Amusement redemption machine establishment

**Site:** Amusement redemption machine establishment

**Surrounding land uses:** The site is occupied by a commercial strip mall with the following enterprises: Hachar Investment, Sahara Match, Laredo Express Sushi, Cantu's Tacos, Los Pasteles Bakery, Lycam Mobile, Saito Martial Arts, Castle Engineering & Testing, Templo Cristiano, Nails, The Perfect Body, Metro PC and The Paisano Homebuilders. To the South is vacant and undeveloped land. To the west is H.B. Zachry Elementary School, single-family residential uses and multi-family residential uses. To the east are single-family residential uses. To the north are United Child Care and vacant land.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Chacota Street but identifies Ejido Avenue as a Major Collector.



**Letters sent to surrounding property owners:** 23 In Favor: 1 Opposed: 0

## **STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-1. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The CUP amendment is for an existing amusement redemption machine establishment.
2. The proposed use is located in a commercial strip mall with other compatible uses.

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Odilia Rios and Carlos J. Gonzalez and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
14. Banners and window signs are prohibited.

## **COMMITTEE RECOMMENDATION**



The P & Z Commission, in a 4 to 2 vote, recommended approval of the Conditional Use Permit.

### **STAFF RECOMMENDATION**

Staff supports the proposed Conditional Use Permit.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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#### **Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey and Exhibits

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## ORDINANCE NO. 2016-O-054

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY BY AMENDING ORDINANCE NO. 2011-O-157 AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1, BLOCK 2, CUATRO VIENTOS NORTE SUBDIVISION, LOCATED AT 3301 CHACOTA STREET, SUITES 21B AND 22B BY CHANGING PERMIT HOLDER AND EXTENDING DATE OF EXPIRATION; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit by amending Ordinance No. 2011-O-157 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 2, Cuatro Vientos Norte Subdivision, located at 3301 Chacota Street, Suites 21B and 22B by changing permit holder and extending date of expiration; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 2, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance No. 2011-O-157 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 2, Cuatro Vientos Norte Subdivision, located at 3301 Chacota Street, Suites 21B and 22B by changing permit holder and extending date of expiration.

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



1. The C.U.P. shall be issued to Odilia Rios and Carlos J. Gonzalez and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
14. Banners and window signs are prohibited.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

#### 1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council’s final approval date.

#### 2. Procedures



Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

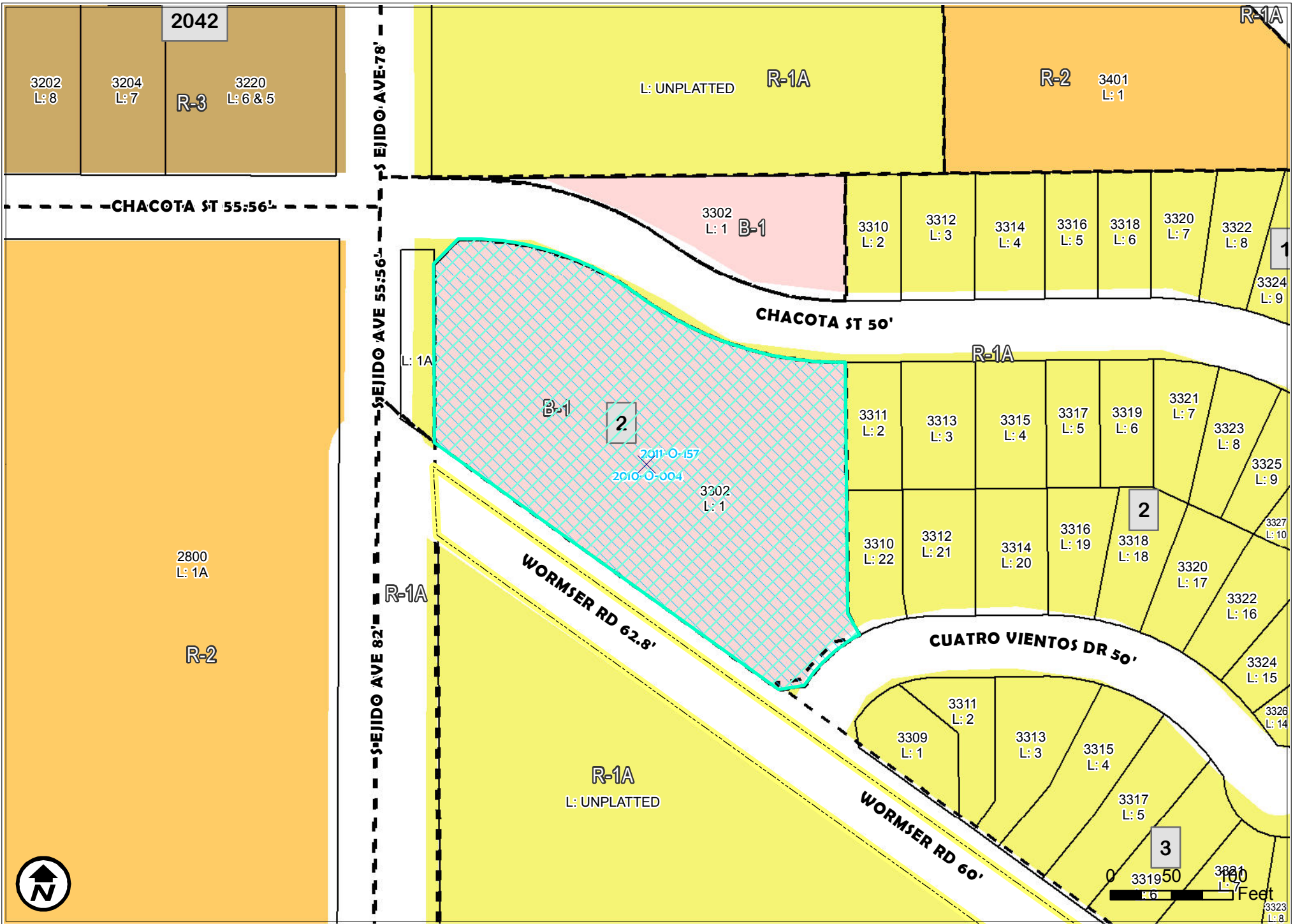
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





ZONING MAP  
1 inch = 100 feet  
Date: 2/25/2016

ZC-23-2016  
COUNCIL DISTRICT 1  
3301 CHACOTA

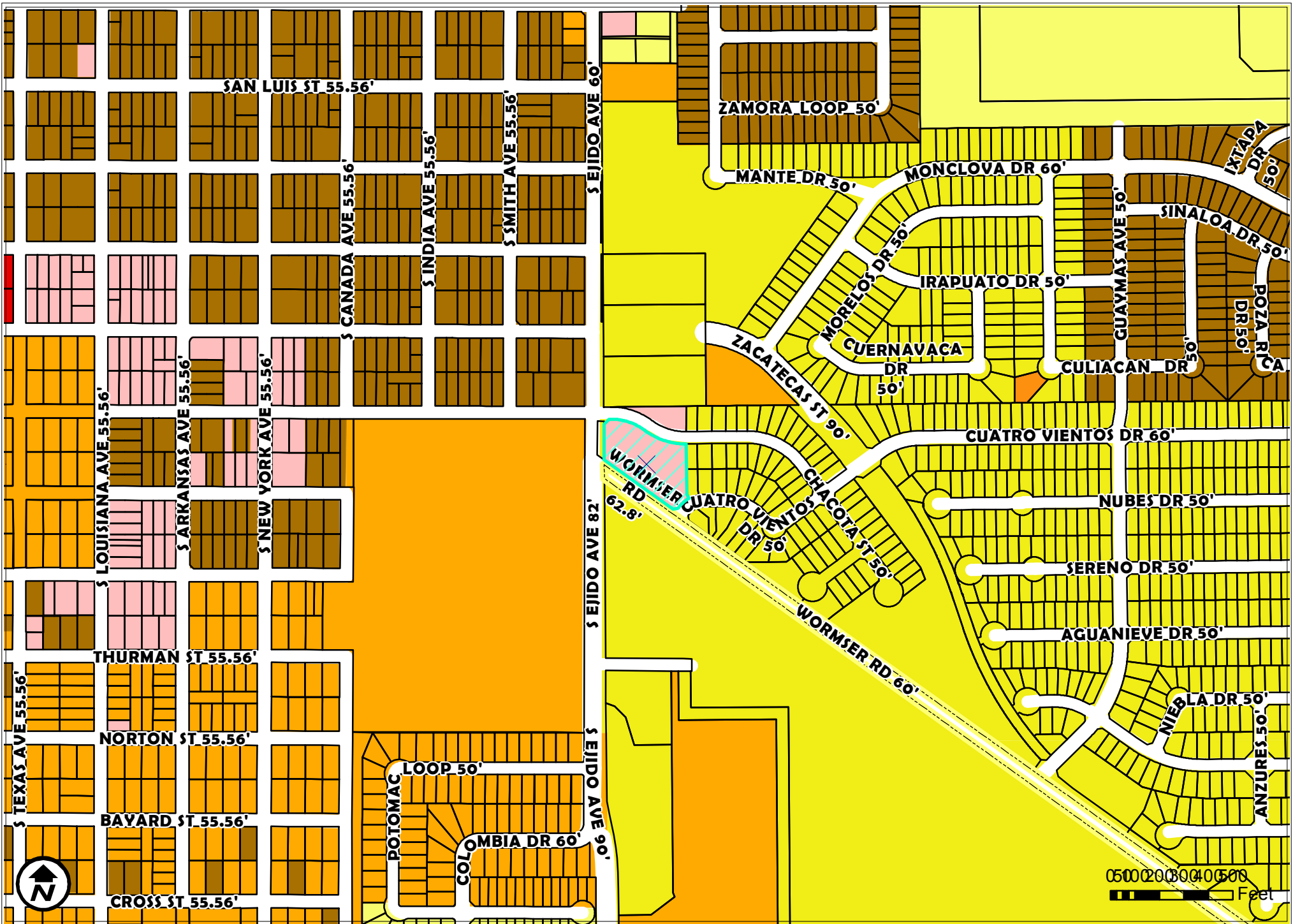
AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-157

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







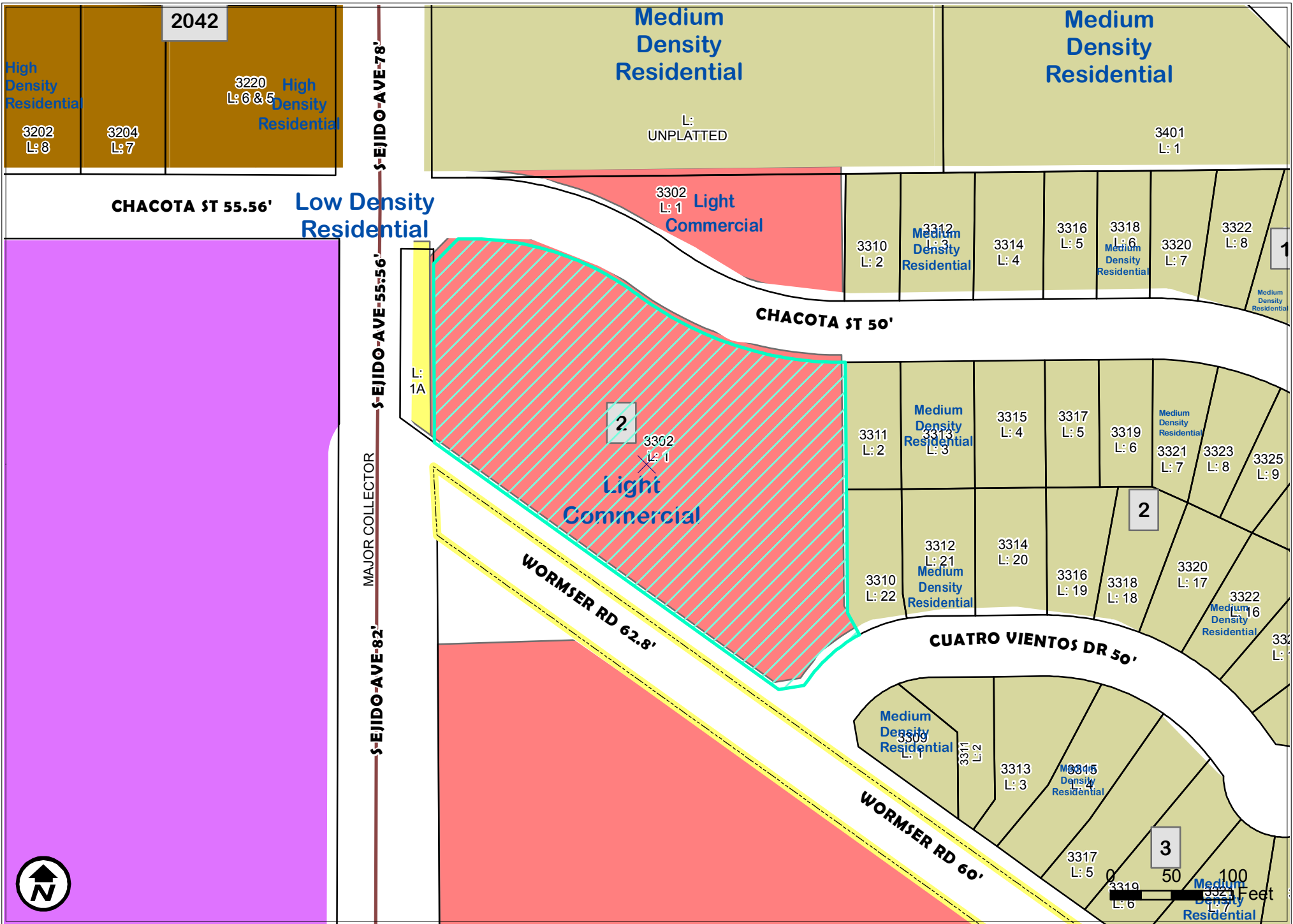


ZONING OVERVIEW  
1 inch = 500 feet  
Date: 2/25/2016

ZC-23-2016  
COUNCIL DISTRICT 1  
3301 CHACOTA

AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-157





FUTURE LANDUSE MAP  
1 inch = 100 feet  
Date: 2/25/2016

ZC-23-2016  
COUNCIL DISTRICT 1  
3301 CHACOTA

AMENDMENT TO  
C.U.P. (CONDITIONAL USE PERMIT)  
-> 2011-O-157



**3301 Chacota Street, Suites 21 & 22**  
**Conditional Use Permit (Amusement Redemption)**  
**ZC-23-2016**





**3301 Chacota Street, Suites 21 & 22**  
**Conditional Use Permit (Amusement Redemption)**  
**ZC-23-2016**





**3301 Chacota Street, Suites 21 & 22**  
**Conditional Use Permit (Amusement Redemption)**  
**ZC-23-2016**





**3301 Chacota Street, Suites 21 & 22**  
**Conditional Use Permit (Amusement Redemption)**  
**ZC-23-2016**

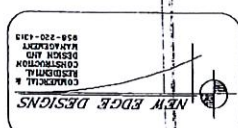
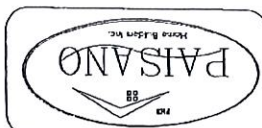




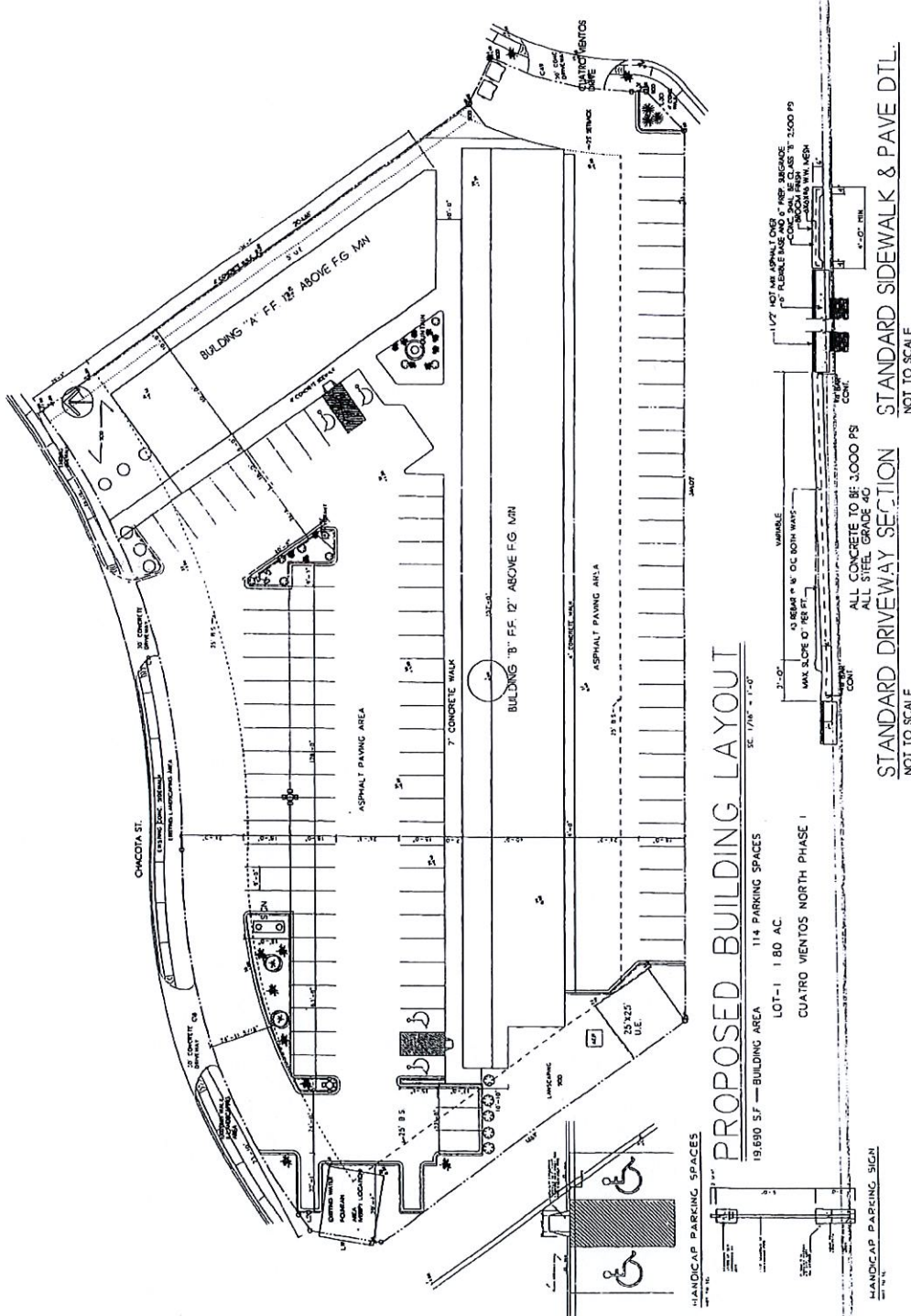
DATE  
FEB./08  
DRAWING #  
S01 0112

SITE PLAN

CUATRO VIENTOS  
PLAZA  
LOT 1 BLK 2  
3301 CHACOTA



SCALE  
AS SHOWN





02/09/16

A QUIEN CORRESPONDA:

YO CARLOS J. GONZALEZ

ESTOY PIDIENDO UN PERMISO CONDICIONAL  
P/ OPERAR UN NEGOCIO DE MAQUINITAS EN  
3301 CHACOTA ST. SUITE 21 Y 22  
CARLEO, TX 78046

EL HORARIO DEL NEGOCIO ES:

DE 11:00 AM A 2:00 AM

TENEMOS 60 MAQUINAS OPERANDO

TENIENDO 4 EMPLEADOS 2 EN LA MAÑANA  
Y 2 EN LA NOCHE

GRACIAS - X SU APOYO DE ANTEMANO

Carlos J. Gonzalez

CARLOS J. GONZALEZ







**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Isaac Liendo, owner

**Staff Source:** Nathan R. Bratton, Planning Director

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**SUBJECT**

**2016-O-055** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for Children's Amusement Services (Outdoors) on Lots 7 and 8, Block 2, San Jose Subdivision, located at 6321 and 6323 Casa Del Sol Boulevard; providing for publication and effective date. (AS AMENDED) District V

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Roque Vela, Jr. at the regular meeting of May 2, 2016.

**BACKGROUND**

**Council District:** V – The Honorable Roque Vela, Jr.

**Proposed use:** Children's Amusement Services (Outdoors)

**Site:** El Sol Swimming Paradise

**Surrounding land uses:** The property is surrounded by manufactured home residential uses on all sides.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Casa Del Sol Boulevard.

**Letters sent to surrounding property owners:** 45 In Favor: 0 Opposed: 4

**STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Children's Amusement Services (Outdoors) in zones B-3, B-4, M-1 and MXD. This property is currently zoned R-1MH. The property owner is seeking a Conditional Use Permit for the proposed use.



Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not compatible with the adjacent established residential neighborhood.
2. The property does not provide sufficient parking for the proposed use.

Staff does not support the Conditional Use Permit at this location but recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Isaac Liendo, Jr. and is nontransferable.
2. The C.U.P. is restricted to a Children's Amusement Services (Outdoors) with operating hours from 12 noon through 10 p.m. daily.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-1MH District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. The C.U.P. shall be issued for one year from date of issuance.
14. No street parking permitted.
15. Drop-off and pick-up only.

### **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 6 to 0 vote, recommended denial of the Conditional Use Permit.

### **STAFF RECOMMENDATION**

Staff does not support the proposed Conditional Use Permit.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**



**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

---

**Attachments**

Ordinance

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey and Exhibits

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## ORDINANCE NO. 2016-O-055

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR CHILDREN'S AMUSEMENT SERVICES (OUTDOORS) ON LOTS 7 AND 8, BLOCK 2, SAN JOSE SUBDIVISION, LOCATED AT 6321 AND 6323 CASA DEL SOL BOULEVARD; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Children's Amusement Services (Outdoors) on Lots 7 and 8, Block 2, San Jose Subdivision, located at 6321 and 6323 Casa Del Sol Boulevard; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 7, 2016; and,

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

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

WHEREAS, the City Council has held a public hearing on May 2, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for Children's Amusement Services (Outdoors) on Lots 7 and 8, Block 2, San Jose Subdivision, located at 6321 and 6323 Casa Del Sol Boulevard.

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

1. The C.U.P. shall be issued to Isaac Liendo, Jr. and is nontransferable.
2. The C.U.P. is restricted to a Children's Amusement Services (Outdoors) with operating hours from 12 noon through 10 p.m. daily.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-1MH District.



5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. The C.U.P. shall be issued for one year from date of issuance.
14. No street parking permitted.
15. Drop-off and pick-up only.

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

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

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

#### 1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

#### 2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:



- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





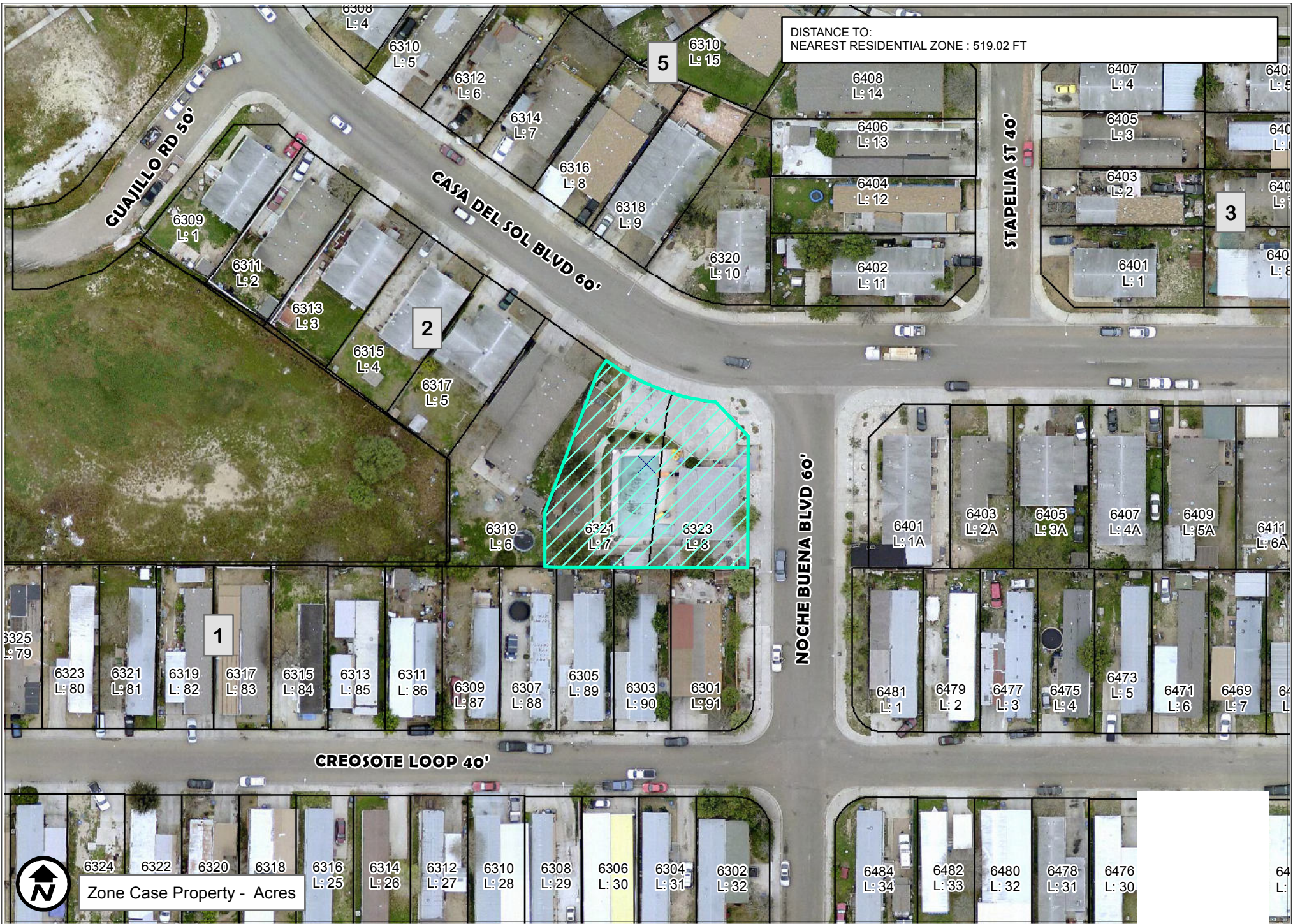
ZONING MAP  
1 inch = 75 feet  
Date: 2/25/2016

ZC-27-2016  
COUNCIL DISTRICT 5  
6323 CASA DEL SOL

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> PARTY PLACE

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





AERIAL MAP  
1 inch = 75 feet  
Date: 2/25/2016

ZC-27-2016  
COUNCIL DISTRICT 5  
6323 CASA DEL SOL

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> PARTY PLACE







DISTANCE TO:  
NEAREST RESIDENTIAL ZONE : 519.02 FT

## Density Residential

**Density Residential**

**STAPELIA ST 40'**

**NOCHE BUENA BLVD 60'**

## CREOSOTE LOOP 40'



### Zone Case Property - Acres

## FUTURE LANDUSE MAP

1 inch = 75 feet

Date: 2/25/2016

**ZC-27-2016**

## COUNCIL DISTRICT 5

**6323 CASA DEL SOL**

## APPLICATION FOR

**C.U.P. (CONDITIONAL USE PERMIT)**

-> PARTY PLACE



**6323 Casa Del Sol Boulevard**  
**Conditional Use Permit (Children's Amusement Services – Outdoors)**  
**ZC-27-2016**





**6323 Casa Del Sol Boulevard**  
**Conditional Use Permit (Children's Amusement Services – Outdoors)**  
**ZC-27-2016**





**6323 Casa Del Sol Boulevard  
Conditional Use Permit (Children's Amusement Services – Outdoors)  
ZC-27-2016**



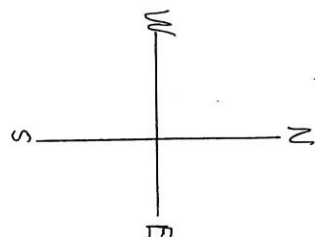


Side Walk  
N. 11th St. Bldg

Scale 1/8" = 1' Property Set

6323 CASA DEL SOL

*[Signature]*



CASA DEL SOL BLVD

Sidewalk

Driveway

PARKIN

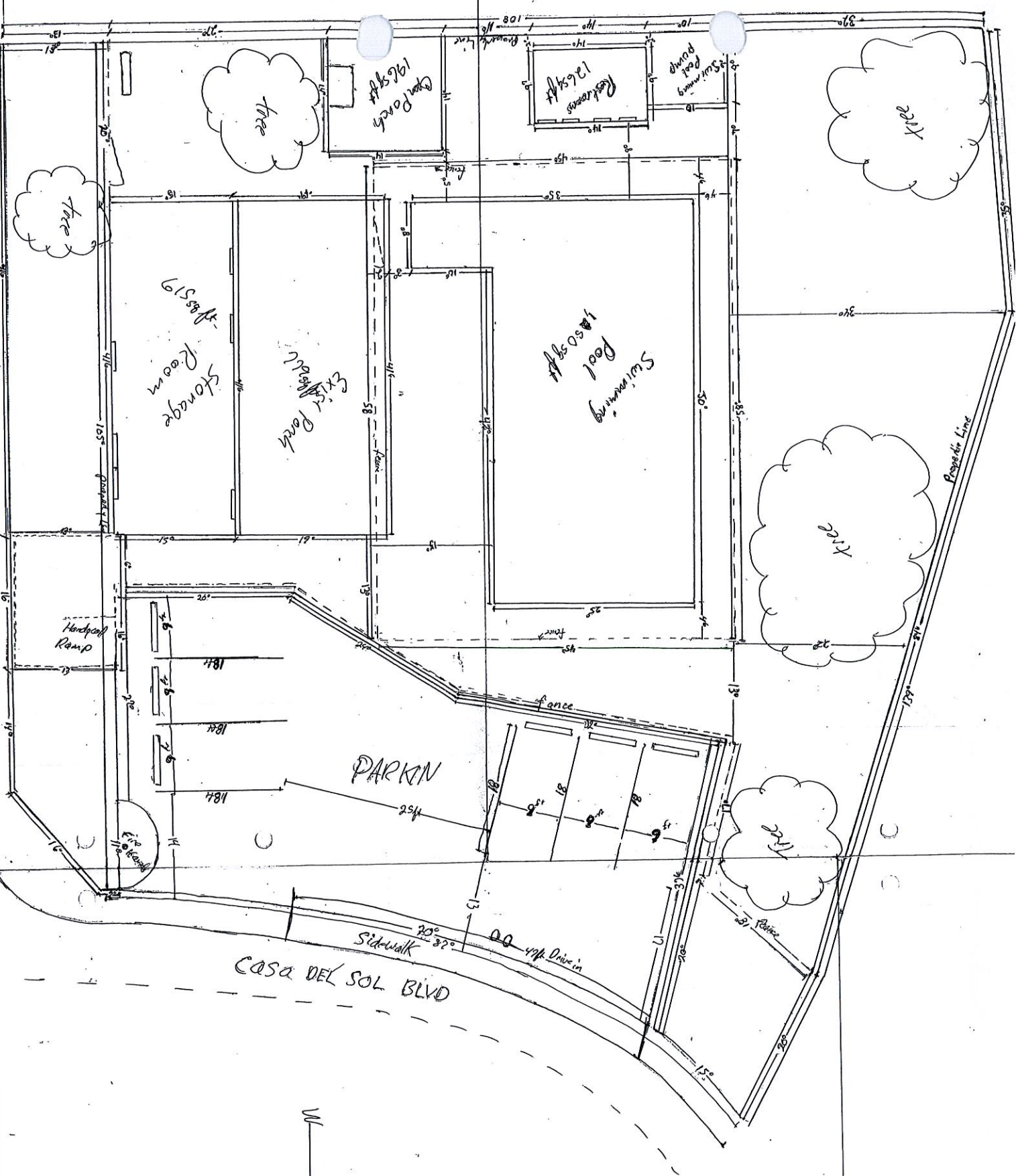


Exhibit A



To whom it may Concerns

9-22-15

This Property on 6323 Casa del Sol in San Jose subdivision was always used for Party Rental in the Past. As of April I purchased this property for the same use within a couple of days I was informed that I needed a city permit so I can keep on Renting this property for party's. The hours of operation are from 12 noon to 12 midnight we don't rent past 12: AM, it has a pretty big swimming pool, palapa, small park and boy's & girls restrooms. We mostly rented the place in the summer months we have a parking lot and are trying to get a permit for our coming summer. The pool is completely fenced with a fence and a security gate and the gates for the entrance of the property are gated too.

Sincerely  
JSAEC  
JSAEC  
Linda







**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assistant City Manager

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

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**SUBJECT**

**2016-R-61** Accepting conveyance of a revised fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain a fire protection water line loop from:

Old Dominion Freight Line, Inc., By: Terry L. Hutchins, Vice President, Field Services & Real Estate - Utility easement previously recorded as follows:

Easement document # 1249202, recorded on November 19, 2015, Volume 3881, pages 162-167. A copy of revised conveyance is attached as Exhibits A & B:

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

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

On November 2, 2015, City Council approved the acceptance of an easement by Old Dominion Freight Line, Inc., By: Terry L. Hutchins, Vice President, Field Services & Real Estate. Old Dominion Freight Line, Inc. conveyed this non-exclusive public utility and utility access easement to the City of Laredo upon request from the Utilities Department. However, minor field changes to the existing survey had to be done and a revised survey was required. This corrected easement reflects the changes made.

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.

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**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.

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**Attachments**

Utility & Utility Access Easement

Resolution 2016-R-61

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**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 AND UTILITY ACCESS EASEMENT  
(CORRECTION EASEMENT)**

Date: April 13, 2016

Grantor: OLD DOMINION FREIGHT LINE, INC., a Virginia corporation

Grantor's Address: 500 Old Dominion Way  
Thomasville, NC 27360

Grantee: City of Laredo, a municipal corporation

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

Easement Property: A tract of land containing 0.75 acres (32,988.50 square feet), more or less being within Lot 2, Block 1, Killam Industrial Park, Unit 17, City of Laredo, Webb County, Texas, as per plat recorded July 30, 2015 in Volume 33, Page 27, Plat Records of Webb County, Texas, this 0.75 acre tract being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof ("Easement Property").

Easement Purpose: To give Grantee the right to install, construct, reconstruct, repair and perpetually maintain a fire protection water line loop, and the right of free, full and unimpeded access from the same tract of land to and 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, a fifteen (15) foot in width Utility and Utility Access Easement.

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 perpetually 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 forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this 13<sup>th</sup> day of April, 2016.

OLD DOMINION FREIGHT LINE, INC.

By: OLD DOMINION FREIGHT LINE, INC.  
A Virginia Corporation

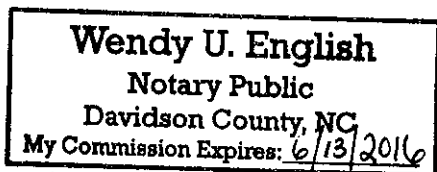
By: Terry L. Hutchins

Terry L. Hutchins  
Vice President Field Services & Real Estate

**ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA §  
§  
COUNTY OF DAVIDSON §

This instrument was acknowledged before me on the 13<sup>th</sup> day of April, 2016, by Terry L. Hutchins, Vice President Field Services & Real Estate on behalf of said corporation.



Wendy U. English  
Notary Public, State of North Carolina

Printed Name: Wendy U. English

My Commission Expires: June 13, 2016



AFTER RECORDING RETURN TO:

Mr. Arturo Garcia  
Acting Community Development  
Department of Community Development  
1301 Farragut Street  
3<sup>rd</sup> Floor East Wing  
Laredo, Texas 78040



EXHIBIT "A"  
15' WIDE UTILITY AND ACCESS EASEMENT  
LEGAL DESCRIPTION

**A STRIP OF LAND 15 FOOT WIDE UTILITY EASEMENT AND UTILITY ACCESS EASEMENT CONTAINING 0.75 ACRES** (32,988.5 square feet), more or less being within Lot 2, Block 1, Killam Industrial Park, Unit 17, City of Laredo, Webb County, Texas, said lot conveyed to Old Dominion Freight Line, Inc. as per Special Warranty Deed dated August 14, 2015 and recorded in Volume 3839, Pages 462-469, Official Public Records of Webb County, Texas, this 0.75 acre tract being more particularly described as follows:

**COMMENCING** for a corner tie at a ½" diameter iron rod found with a cap marked "Howland" on the northerly right-of-way line of Killam Industrial Blvd. (90' ROW) being the southeasterly corner of aforementioned Lot 2, Block 1, Killam Industrial Park, Unit 17;

**THENCE S67°13'11"W**, along the northerly right-of-way line of Killam Industrial Blvd. same being along the southerly line of said Lot 2, Block 1, a distance of 155.33' to a point being the most easterly corner and the **POINT OF BEGINNING** of this 0.75 acre tract of land;

**THENCE** along the following bearings and distances;

S67°13'11"W-15.00'  
N22°46'49"W-819.00'  
S67°13'11"W-390.62'  
S22°46'49"E-620.23'  
N67°13'11"E-36.12'  
S22°46'49"E-198.77'  
S67°13'11"W-15.00'  
N22°46'49"W-183.77'  
S67°13'11"W-36.12'  
N22°46'49"W-650.23'  
N67°13'11"E-36.12'  
N22°46'49"W-12.00'  
N67°13'11"E-15.00'  
S22°46'49"E-12.00'  
N67°13'11"E-435.00'  
N22°46'49"W-12.00'  
N67°13'11"E-15.00'  
S22°46'49"E-27.00'  
S67°13'11"W-80.50'



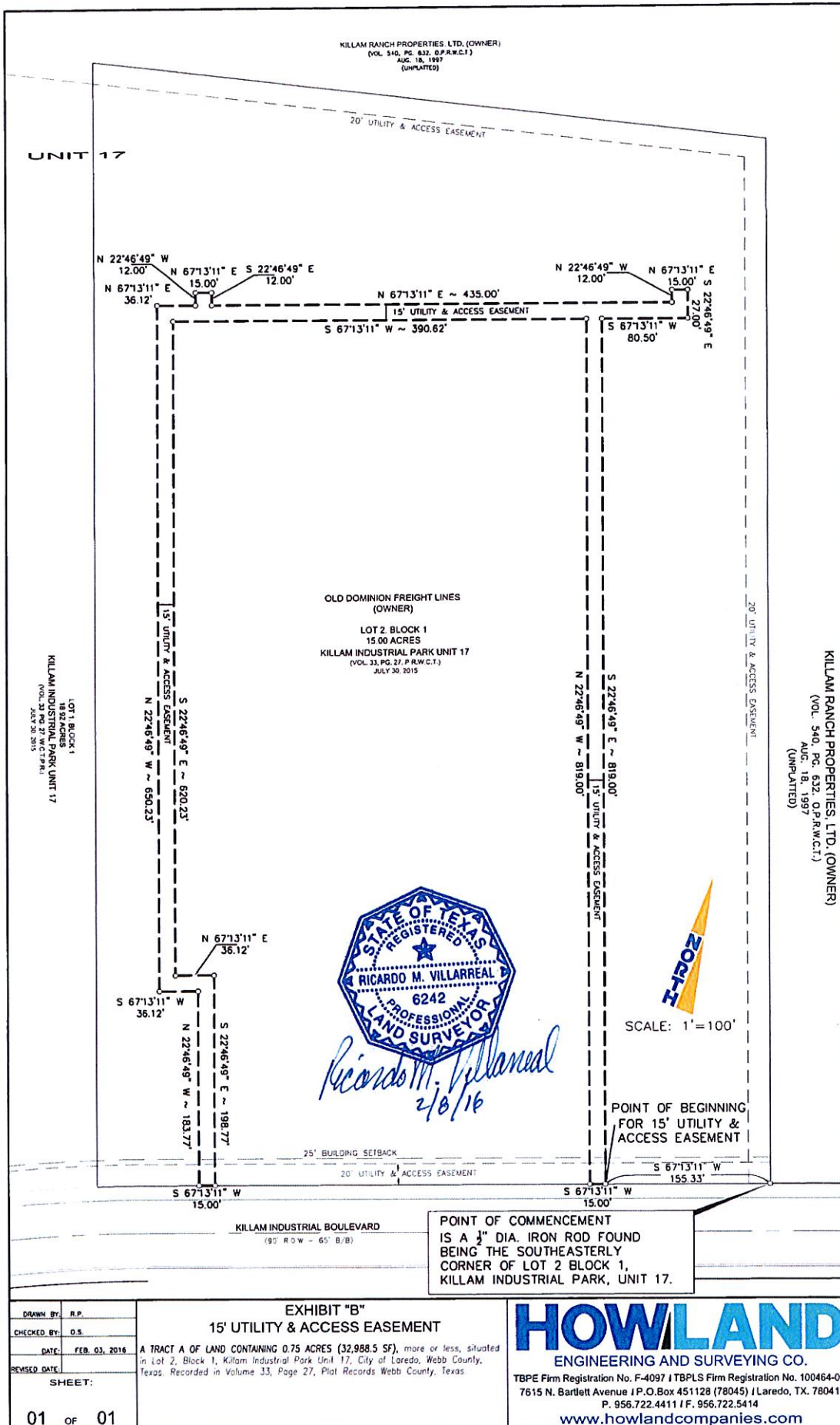
*Ricardo M. Villarreal*  
2/8/16

**THENCE S22°46'49"E**, a distance of 819.00' to the **POINT OF BEGINNING** of this 0.75 acre, more or less, tract of land.

**NOTES:**

1. The intent of this description is to describe a 15' wide utility and access easement to be granted to the City of Laredo, Texas primarily for the installation of a fire protection water line loop.
2. Basis of bearings taken from the Killam Industrial Park, Unit 17 plat recorded in Volume 33, Page 27, Plat Records of Webb County, Texas same being GPS/NAD 83 Texas State Plane 4205 South Zone.







RESOLUTION NO. 2016-R-61

ACCEPTING CONVEYANCE OF A REVISED FIFTEEN (15) FOOT PUBLIC UTILITY AND UTILITY ACCESS EASEMENT, FOR THE RIGHT TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR AND PERPETUALLY MAINTAIN A FIRE PROTECTION WATER LINE LOOP FROM: OLD DOMINION FREIGHT LINE, INC., BY: TERRY L. HUTCHINS, VICE PRESIDENT, FIELD SERVICES & REAL ESTATE - UTILITY EASEMENT PREVIOUSLY RECORDED AS FOLLOWS: EASEMENT DOCUMENT # 1249202, RECORDED ON NOVEMBER 19, 2015, VOLUME 3881, PAGES 162-167. A COPY OF REVISED CONVEYANCE IS ATTACHED AS EXHIBITS A & B: AND DIRECTING THAT SAID CORRECTED EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

**WHEREAS**, Old Dominion Freight Line, Inc., by: Terry L. Hutchins, Vice President has agreed to convey to the City a Corrected Utility and Utility Access Easement, which is described in Exhibit B, and depicted in Exhibit A attached to this resolution; and

**WHEREAS**, after the conveyance of the said Corrected Utility and Utility Access Easement tract, the City will construct, reconstruct, repair and perpetually maintain utility improvements; and

**WHEREAS**, in order to be able to construct, reconstruct, repair and perpetually maintain utility improvements, it is in the City of Laredo's best interest to accept the above-referenced conveyance from Old Dominion Freight Line, Inc. By: Terry L. Hutchins, 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 Corrected 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 to 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: \_\_\_\_\_  
Heberto L. Ramirez  
Acting City Secretary

By: \_\_\_\_\_  
Raul Casso  
City Attorney



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Raymond E. Garner

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**SUBJECT**

**2016-R-64** Amending Resolution #2016-R-35 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

City Council approved Resolution # 2016-R-35 on March 21, 2016.

**BACKGROUND**

Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

Recommends the approval of this Resolution.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2016
<b>Budgeted Y/N?:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Account #:</b>	N/A



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

**FINANCIAL IMPACT:**

No Financial Impact.

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**Attachments**

Resolution #2016-R-64

Amended 2016 MOUs List

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## COUNCIL COMMUNICATION

<b>DATE:</b>  5/16/2016	<b>SUBJECT: RESOLUTION #2016-R-64</b> Amending resolution #2016-R-35 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, <i>et al.</i> , a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.	
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manger		<b>STAFF SOURCE:</b> Raymond E. Garner Chief of Police
<b>PREVIOUS COUNCIL ACTION:</b> City Council approved Resolution # 2016-R-35 on March 21, 2016.		
<b>BACKGROUND:</b> Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.		
<b>FINANCIAL IMPACT:</b> N/A		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Recommends the approval of this Resolution.



## **RESOLUTION #2016-R-64**

Amending resolution #2016-R-35 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

Whereas, the City of Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as needed basis; and

Whereas, the City of Laredo Police Department will refer civilians that they come in contact with to those listed social service organizations that could assist them; and

Whereas, Exhibit A will be applicable starting on January 1, 2016 and ending on December 31, 2016.

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

SECTION 1: Amending resolution #2016-R-35 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.



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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY



## LAREDO POLICE DEPARTMENT

## 2016 Agreements

Amended 5/16/2016

Agency	Category
1 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	LEA
2 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - eTrace	LEA
3 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - Radio Agreement	Communications
4 Children's Advocacy Center	Social Services
5 Correction Corporation of America (CCA) Detention Center	LEA
6 Correction Corporation of America (CCA) Detention Center - Radio Agreement	Communications
7 Correction Corporation of America (CCA) Processing Center	LEA
8 Drug Enforcement Administration (DEA)	LEA
9 Drug Enforcement Administration (DEA) - License Plate Reader Information	LEA
10 FBI - Safe Streets Task Force	LEA
11 FBI - Task Force Officers Deputation	LEA
12 Harris County District Attorney	LEA
13 Juvenile Enforcement Task Force	LEA
14 Laredo Community College Police Dept.	LEA
15 Laredo Crime Stoppers, Inc. (PENDING)	Social Services
16 Laredo Housing Authority	Social Services
17 Laredo Independent School District Police Dept.	LEA
18 Laredo Independent School District Police Dept. - Radio Agreement	Communications
19 Laredo Independent School District Police Dept. - TLETS, TCIC, NCIC	LEA
20 Laredo Int'l Airport Air Traffic Control	Communications
21 Laredo Job Corps	Social Services
22 Laredo Police Department HIDTA Task Force - Homeland Security Investigations	LEA
23 Laredo-Webb County Safe Haven	LEA
24 Law Enforcement Analysis Portal (LEAP)	LEA
25 Learning For Life (LPD Explorers)	Social Services
26 Motorola, Inc. (equip. trial agreement)	LEA
27 Office of the Inspector General, TDCJ	LEA
28 Property Room.com	LEA
29 Regional Organized Crime Information Center (ROCIC)	LEA
30 Sam Houston State University - subaward agreement (USMS)	LEA
31 SCAN (End Violence Against and Abuse of Women Later in Life Program)	Social Services
32 SCAN (HIV Early Intervention Program)	Social Services
33 SCAN (Sexual Assault Response Team)	Social Services
34 SCAN (Sexual Assault Services Information)	Social Services
35 SCAN (Shelter and Street Outreach Services)	Social Services
36 SCAN (Substance Abuse and Mental Health Services Administration, National Child Traumatic Stress Initiative)	Social Services
37 SCAN (Transforming Texas Program)	Social Services
38 SCAN (Transitional Living Program)	Social Services
39 SCAN (Violence Against Women)	Social Services
40 SCAN (Webb County Coalition)	Social Services
41 SCAN (Youth Runaway and Homeless)	Social Services
42 South Texas Border Intelligence Center (STXBIC)	LEA
43 Texas A&M Int'l University - Radio Agreement	Communications
44 Texas A&M Int'l University Police Dept.	LEA
45 Texas Alcoholic Beverage Commission (TABC) - Office Space	LEA
46 Texas Alcoholic Beverage Commission (TABC) - Radio Agreement	Communications
47 Texas Crime Information Center (TCIC) - Lic. Plate Reader	LEA
48 Texas Department of Public Safety - Driver License Image Retrieval System	LEA
49 Texas Department of Public Safety - Motor Carrier Safety Assistance Program	LEA
50 Texas Department of Public Safety - TDEX	LEA
51 Texas Department of Public Safety - Victim Services	LEA
52 Texas Department of Public Safety and FBI Criminal Justice Information Systems	LEA
53 Texas DPS Aircraft - Radio Agreement	Communications
54 Texas DPS CCD Archive Website	LEA
55 Texas DPS Fusion Center	LEA
56 Texas DPS Gang Intelligence Index (TXGANG)	LEA
57 Texas Military Forces	LEA
58 Texas Parks & Wildlife (Lake Casa Blanca)	LEA
59 U.S. Customs and Border Protection (USBP) - Radio Agreement	Communications
60 U.S. Customs and Border Protection Office of Air and Marine - Radio Agreement	Communications
61 U.S. Customs and Border Protection/U.S. Border Patrol	LEA
62 U.S. Immigration & Customs Enforcement (ICE) - LPD Cross Designation	LEA
63 U.S. Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HIS)	LEA
64 U.S. Immigration & Customs Enforcement (ICE) Port Isabel Detention Center	LEA
65 U.S. Marshals (USMS) - Fugitive Apprehension Task Force	LEA
66 United Independent School District (Radio Agreement)	Communications
67 United Independent School District Police Dept.	LEA
68 University of Texas Health Science Center at San Antonio Police Dept.	LEA
69 University of Texas-Pan American Affiliation Agreement	Social Services
70 University of Texas-Pan American Program Agreement	Social Services
71 Veterans Affairs	Social Services
72 Webb County District Attorney's Office - SART	LEA
73 Webb County Sheriff Department - Justice Assistance Grant Working Agreement	LEA
74 Webb County Sheriff Department - Operation Stonegarden Working Agreement	LEA
75 Webb County Sheriff Department - Radio Agreement	Communications
76 Webb County Sheriff Department - TLETS	LEA
77 Webb County Sheriff's Office - Crime Victims Unit and Domestic Violence Division	LEA
78 Zapata County Sheriff Department - TLETS	LEA
79 Workforce Solutions for South Texas	Social Services



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Heberto L. Ramirez, Inform Svcs & Telcom Director

**Initiated By:** Heberto L. Ramirez

**Staff Source:** Heberto L. Ramirez

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**SUBJECT**

**2016-R-67** Certifying the verification of 7,818 signatures from a petition brought forward by "Moving Laredo Forward" for proposed Charter amendments.

**PREVIOUS COUNCIL ACTION**

**BACKGROUND**

On April 22, 2016, Moving Laredo Forward Petitioners delivered 615 petitions to the office of the Laredo City Secretary. The petitions consisted of approximately 10,000 signatures. The Laredo City Charter, §12.07 provides that amendments to the City Charter be framed and submitted to the voters in the manner provided by Chapter 9 of the Texas Local Government Code.

Texas Local Government Code §9.004(a) provides that, "...the governing body shall submit a proposed charter amendment to the voters for their approval at an election if the submission is supported by a petition signed by a number of qualified voters of the municipality equal to at least five percent of the number of qualified voters of the municipality or 20,000 whichever is smaller. The number of signatures needed to meet the requirements of Local Government Code §9.004(a) equals 5,223 (104,454 x 5%). The signatures as submitted require verification as being those of qualified voters.

Pursuant to applicable law, namely, Texas Election Code, §277.0021, a "qualified voter" in the context of eligibility to sign a petition means "registered voter". The verification entails consulting Webb County voter registration records.

The Webb County Elections Administrator offered the assistance of his office in undertaking the verification process and confirmed that as of April 20, 2016 the total number of registered voters within the City of Laredo were 104,454.

The Texas Elections Code Chapter 277, which applies to a petition authorized under a law outside the Election Code, provides that for a signature to be valid, a petition must:

1. Contain in addition to the signature;
2. the signer's printed name,
3. the signer's date of birth, or voter registration number and, if the territory from which signatures must be obtained is situated in more than one county, the county



- of registration,
4. the signer's residence address and
  5. the date of signing
  6. Comply with any other applicable requirements prescribed by law;
  7. the signature is the only information that is required to appear on the petition in the signer's own handwriting,
  8. the use of ditto marks or abbreviations does not invalidate a signature if the required information is reasonably ascertainable,
  9. the omission of the state from the signer's residence address does not invalidate a signature unless the political subdivision from which the signature is obtained is situated in more than one state. The omission of the zip code from the address does not invalidate a signature,
  10. a petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

The Laredo City Secretary, with the assistance of the Webb County Elections Administration Office has verified that the requirements of the City of Laredo Charter, Local Government Code Chapter 9, and the Texas Elections Code Chapter 277 have been met by 7,818 of the signatures submitted by petition to the City of Laredo

#### **COMMITTEE RECOMMENDATION**

#### **STAFF RECOMMENDATION**

Staff recommends approval of the Resolution.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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#### **Attachments**

2016-R-67

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## **RESOLUTION 2016-R-67**

### **CERTIFYING THE VERIFICATION OF 7,818 SIGNATURES FROM A PETITION BROUGHT FORWARD BY “MOVING LAREDO FORWARD” FOR PROPOSED CHARTER AMENDMENTS**

**WHEREAS**, on April 22, 2016, Moving Laredo Forward Petitioners delivered 615 petitions to the office of the Laredo City Secretary; and,

**WHEREAS**, the petitions consisted of approximately 10,000 signatures; and,

**WHEREAS**, the Laredo City Charter, §12.07 provides that amendments to the City Charter be framed and submitted to the voters in the manner provided by Chapter 9 of the Texas Local Government Code; and,

**WHEREAS**, Texas Local Government Code §9.004(a) provides that, “...the governing body shall submit a proposed charter amendment to the voters for their approval at an election if the submission is supported by a petition signed by a number of qualified voters of the municipality equal to at least five percent of the number of qualified voters of the municipality or 20,000 whichever is smaller; and,

**WHEREAS**, the number of signatures needed to meet the requirements of Local Government Code §9.004(a) equals 5,223 (104,454 x 5%); and,

**WHEREAS**, the signatures as submitted require verification as being those of qualified voters; and,

**WHEREAS**, pursuant to applicable law, namely, Texas Election Code, §277.0021, a “qualified voter” in the context of eligibility to sign a petition means “registered voter”; and,

**WHEREAS**, verification entails consulting Webb County voter registration records; and,

**WHEREAS**, the Webb County Elections Administrator offered the assistance of his office in undertaking the verification process; and,

**WHEREAS**, the Office of the Webb County Elections Administrator confirmed that as of April 20, 2016 the total number of registered voters within the City of Laredo were 104,454; and,

**WHEREAS**, the Texas Elections Code Chapter 277, which applies to a petition authorized under a law outside the Election Code, provides that for a signature to be valid, a petition must:

- (1) Contain in addition to the signature;



- (a) the signer's printed name,
  - (b) the signer's date of birth, or voter registration number and, if the territory from which signatures must be obtained is situated in more than one county, the county of registration,
  - (c) the signer's residence address and
  - (d) the date of signing
- (2) Comply with any other applicable requirements prescribed by law;
- (a) the signature is the only information that is required to appear on the petition in the signer's own handwriting,
  - (b) the use of ditto marks or abbreviations does not invalidate a signature if the required information is reasonably ascertainable,
  - (c) the omission of the state from the signer's residence address does not invalidate a signature unless the political subdivision from which the signature is obtained is situated in more than one state. The omission of the zip code from the address does not invalidate a signature,
  - (d) a petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

**WHEREAS**, the Laredo City Secretary, with the assistance of the Webb County Elections Administration Office has verified that the requirements of the City of Laredo Charter, Local Government Code Chapter 9, and the Texas Elections Code Chapter 277 have been met by 7,818 of the signatures submitted by petition to the City of Laredo,

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

Section 1: The City Council finds and determines that the petitions submitted by Moving Laredo Forward for proposed Laredo City Charter Changes are supported by the requisite number of qualified voters of the municipality.

Section 2: The City Council officially finds and determines that the signatures of said petition as certified by the Acting City Secretary, are a total of 7,818 thereby satisfying legal sufficiency.

Section 3: Sufficiency of law having been met, City Staff is hereby directed to proceed with the ordering by ordinance of the election to be held on the first authorized uniform election date or as otherwise prescribed by the Texas Election code.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 16<sup>TH</sup> DAY OF MAY, 2016.

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PETE SAENZ  
MAYOR

ATTEST:

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HEBERTO L. RAMIREZ, ACTING CITY SECRETARY

APPROVED AS TO FORM:

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RAUL CASSO  
CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia

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**SUBJECT**

Authorizing the City Manager to execute a license agreement between the City of Laredo and the General Services Administration for authorized access to develop a road through the import lot and extend it east past Bridge No. 2 within GSA property, for the purpose of improving traffic circulation in the downtown area. The license agreement will allow for the construction and the non-exclusive access of the road for an initial 5 years, renewable upon expiration in May 2021.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The City of Laredo is implementing improvements to the downtown area for improved traffic circulation. One planned improvement is the extension of a road through the import lot between Bridge No. 1 and No. 2. This road will further connect to Water Street just east of Bridge No. 2 allowing for vehicular traffic to exit from the future outlet mall eastward and reconnect to Hwy 35 or travel east to Zapata Hwy. The planned improvement will be partly on GSA property. The City has negotiated with GSA for access and authorization to implement these improvements. GSA has agreed and offered a renewable 5 year license agreement for this purpose.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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



**FINANCIAL IMPACT:**

None

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**Attachments**

License Doc. pkg.

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REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY		1. LICENSE NO.
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.		
2. NAME OF LICENSEE		3. ADDRESS
4. PROJECT DESIGNATION AND ADDRESS		5. MAXIMUM PERIOD COVERED
		FROM TO
6. CONSIDERATION (\$)		
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.)		
8. PURPOSE OF LICENSE		
9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:		
I. SPECIAL CONDITIONS		

That condition(s) No.(s)	was (were) deleted before the execution of this license.
GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED (Month, day, year)	ACCEPTED (Month, day, year)
BY (Signature)	BY (Signature)
NAME	NAME
TITLE	TITLE

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

CERTIFICATE OF CORPORATE LICENSEE

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

(CORPORATE SEAL)	NAME OF CERTIFIER
	TITLE OF CERTIFIER
	NAME OF LICENSE SIGNER
	TITLE OF LICENSE SIGNER
	SIGNATURE OF CERTIFIER



## 11. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

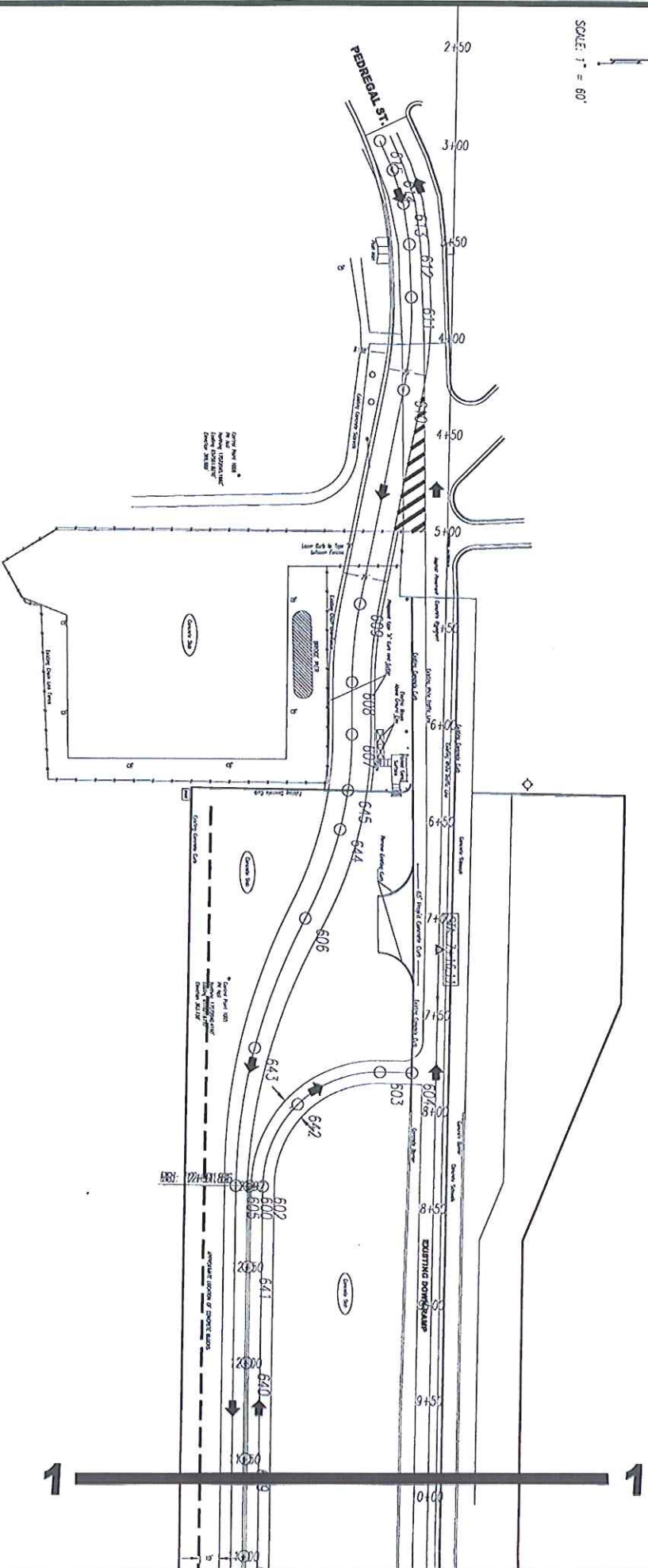
The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.



Exhibit "A" (1 of 4)

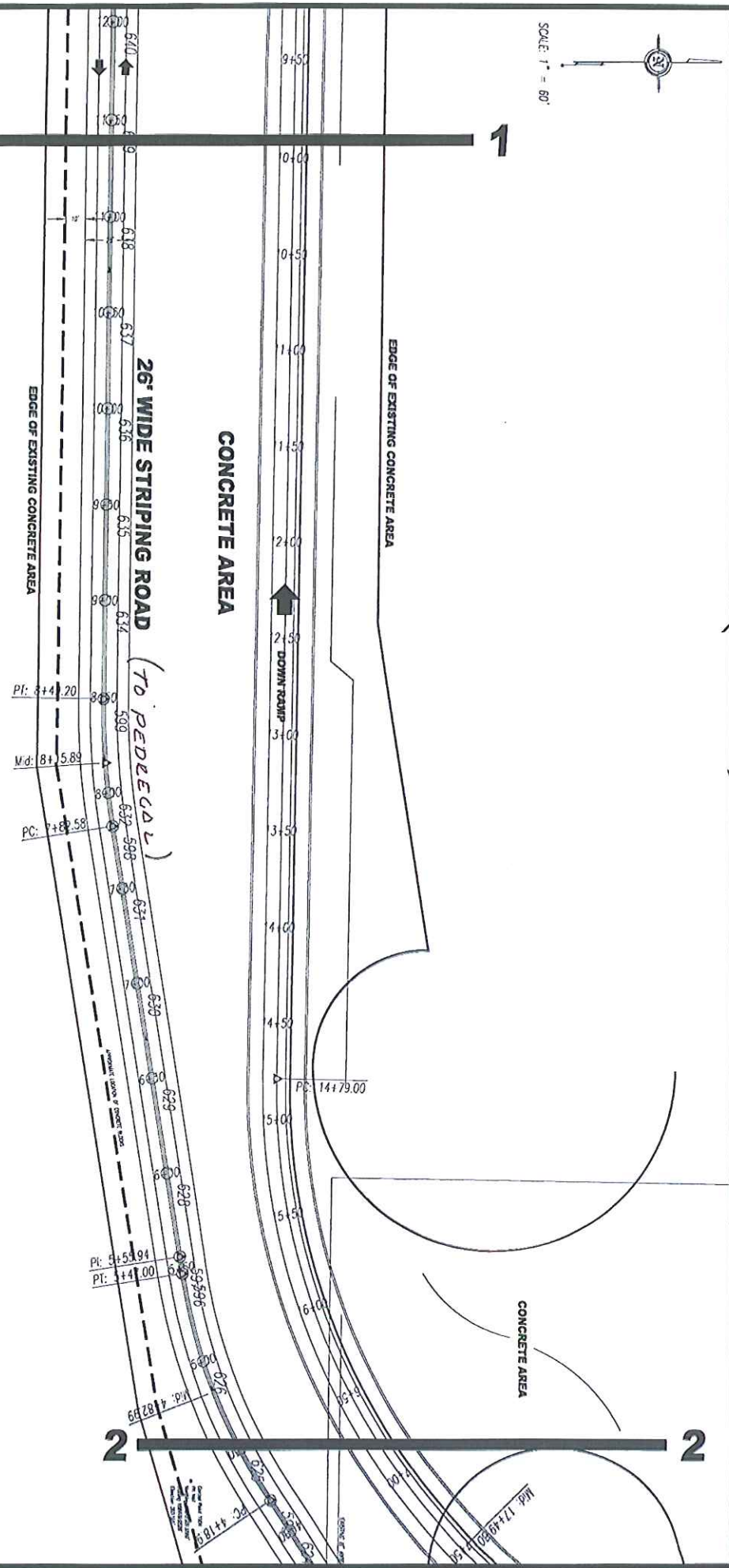
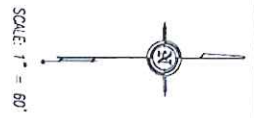


SCALE: 1" = 60'



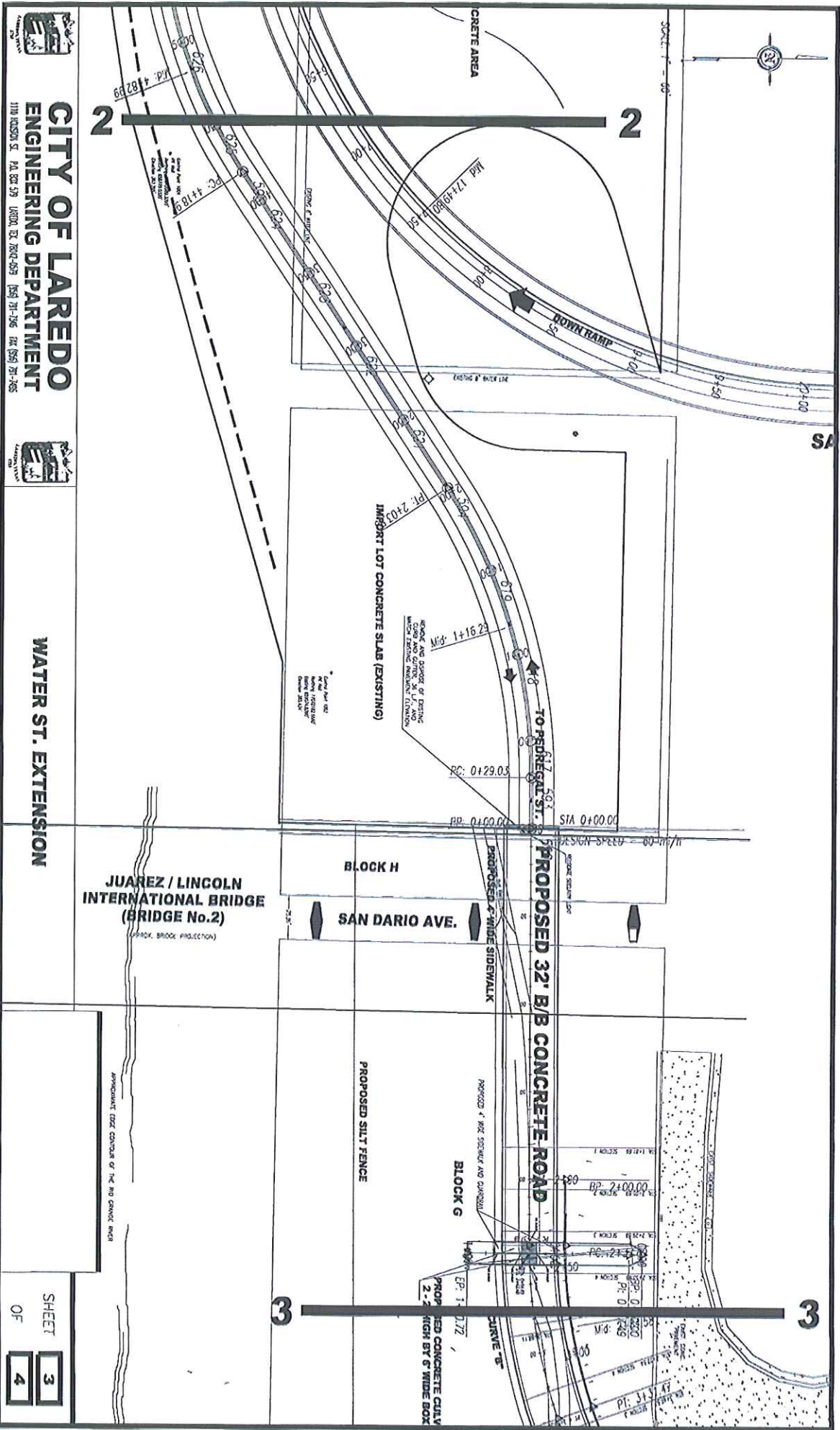


(2044)





(3 of 4)





[illegible]

SHEET 4 OF 4

SHEET 4 OF 4





Exhibit "B" (1 of 3)  
Certificate of Coverage

TMLIRP Contract Number: 8235

**Member:**

Laredo  
Ms. Monica Flores  
HR Director  
1102 Bob Bullock Loop  
Laredo, Texas 78043

**Company Affording Coverage:**

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

**Certificate Holder:**

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

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

<p><b>General Liability</b>      Effective Date: 10/1/2015      Anniversary Date: 10/1/2016</p> <p>Limits of Liability (Each Occurrence): \$1,000,000</p> <p>Sudden Events Involving Pollution (Each Occurrence): \$1,000,000</p> <p>Annual Aggregate: \$2,000,000</p> <p>Deductible per Occurrence: \$5,000</p> <p><b>Law Enforcement Liability</b>      Effective Date:      Anniversary Date:</p> <p>Limits of Liability (Each Occurrence):</p> <p>Annual Aggregate:</p> <p>Deductible per Occurrence:</p> <p><b>Errors and Omissions Liability</b>      Effective Date:      Anniversary Date:</p> <p>Limits of Liability (Each Wrongful Act):</p> <p>Annual Aggregate:</p> <p>Deductible per Occurrence:</p>	<p><b>Real &amp; Personal Property</b>      Effective Date:      Anniversary Date:</p> <p>Limits of Coverage:</p> <p>Deductible per Occurrence:</p> <p><b>Mobile Equipment</b>      Effective Date:      Anniversary Date:</p> <p>Limits of Coverage:</p> <p>Deductible per Occurrence:</p> <p><b>Boiler &amp; Machinery - Broad Form</b>      Effective Date:      Anniversary Date:</p> <p>Per Accident Limit:</p> <p>Deductible per Occurrence:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:																							
	Yes	No																																
Mortgagee																																		
Loss Payee																																		
Loan Number:																																		
<p><b>Auto Liability</b>      Effective Date: 10/1/2015      Anniversary Date: 10/1/2016</p> <p>Limits of Liability (Each Occurrence): \$1,000,000</p> <p>Deductible per Occurrence: \$5,000</p> <p><b>Auto Physical Damage</b>      Effective Date:      Anniversary Date:</p> <p>Limits of Liability:</p> <p>Collision Deductible:</p> <p>Comprehensive Deductible:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																														
Year/Make/Model	VIN	Value																																
<p>Loss Payee:      Yes      No</p>	<p>Loan Number:</p>																																	

**DESCRIPTION:**

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

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

Authorized Representative: Corby Bittner

Date Issued:

3/25/2016





(2 of 3)  
Certificate of Coverage

<b>TMLIRP Contract Number:</b> 8235	
<b>Member:</b> Laredo Ms. Monica Flores HR Director 1102 Bob Bullock Loop Laredo, Texas 78043	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
<b>Certificate Holder:</b> United States of America General Services Administration Greater Southwest Region 819 Taylor Street - 7PT, 12A-5580 Fort Worth, Texas 76102	
This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.	
<b>Workers' Compensation</b> Effective Date: 10/1/2015      Anniversary Date: 10/1/2016 Limits of Liability: Statutory	
<b>DESCRIPTION:</b> Evidence of coverage for Revocable License GS-07B-99198, which allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and egress, known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.	

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

Authorized Representative: Corby Bittner

Date Issued:

3/25/2016



(3 of 3)

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

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

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

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

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

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

Description

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

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Steve E. Landin

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**SUBJECT**

Authorizing the City Manager to grant a public fireworks display permit to the Laredo Country Club for the following dates, July 4, 2016 and December 31, 2016. The technicians for the display will be Illumination Fireworks. **(Approved by the Operations Committee)**

**PREVIOUS COUNCIL ACTION**

The Laredo Country Club was previously approved a fireworks display permit back in July 4, 2013. The current application is requesting permits for July 4, 2016 and December 31, 2016.

**BACKGROUND**

The Laredo Country Club will be sponsoring firework displays on the 4th of July and the 31st of December, 2016, in their property located at 1415 Country Club Drive, Laredo, TX. Illumination Fireworks, LLC has been contracted as the technicians for the events. The Laredo Fire Department has reviewed the application and has agreed to grant their request for a permit. A Public Display of Fireworks Permit was also requested from the Texas State Fire Marshall's Office.

**COMMITTEE RECOMMENDATION**

That City Council approve this Motion.

**STAFF RECOMMENDATION**

Staff recommends that this Motion be passed.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact will occur.







**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assitant City Manager

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador,  
Purchasing Agent

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**SUBJECT**

Consideration to award contract FY16-044 to Test America Laboratories, North Canton, Ohio in the estimated annual amount of \$150,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three (3) extension periods-upon mutual agreement of parties. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions. **(Approved by the Operations Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received four bids for providing laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. These testing services are needed to comply with all Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) requirements. The bids were evaluated on analytical capabilities, years of experience, use of an information system with online viewing, forms and log-in procedures, QA/QC standard operating procedures, facilities, level of lab certification, qualifications of personnel, experience in water and wastewater analysis, proficiency testing results, final reporting, and turn-around of results capabilities. The lowest bid from Ana-Lab Corporation submitted an incomplete price schedule. The second lowest bidder is located in Houston thus making the distance for the samples holding time a factor. Staff is recommending that this contract be awarded to third lowest bidder.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods.



Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one (1) year period.

### **Pricing Summary**

Vendor	Total	Comments
Analytics Corporation	\$ 57,045.00	Incomplete price schedule
Xenco Laboratories	\$ 112,976.00	Distance Factor
Test America Laboratories	\$ 138,733.00	
Ana-Lab	\$ 143,406.00	

### **Tables under contract**

Table AA  
Table A-Sludge Permit  
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)  
Table C-Sludge Pathogens  
Table D-Soil  
Table E- W.W. Groundwater Group A  
Table F- W.W. Groundwater Group B  
Table G- W.W. Metals  
Table H-Root Zone Nutrients  
Table I-W.W. Priority Pollutants  
Table J-W.T. Metals Group A  
Table K – W.T. Metals Group B

Table L- W.T. Pesticides/Herbicides  
Table M- W.T. TTHM  
Table N- W.T. HAA  
Table O- W.T. TOC  
Table OO- W.T. SUVA  
Table OOO- W.T. SUVA  
Table P- W.T. Radionuclides  
Table Q- W.W. Process Control  
Table R- W.T. Ion Analysis  
Table S- Microbiology  
Table T- Industrial Pretreatment  
Table U- Storm Water Multi-sector General Permit

### **COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**



It is recommended that this contract be approved.

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### **Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 559-4210-533-5514  
**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.

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 557-4120-533-5514  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

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### **Attachments**

Bid Tab FY16-044  
Bid Tab Summary FY16-044  
Contract FY16-044

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Table AA			Analytics Laboratories Ashland, VA 23005		TestAmerica Laboratories North Canton, OH 44720		ANA-LAB Kilgore, Texas 75662	
Sample Event	Unit Price Table	Number of Samples/yr	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Wastewater Sampling Events								
Sludge Permit	A	16	\$ 370.80	\$ 5,932.80	\$ 269.00	\$ 4,304.00	\$ 412.00	\$ 6,592.00
Sludge TCLP	B	6	\$ 549.00	\$ 3,294.00	\$ 555.00	\$ 3,330.00	\$ 790.00	\$ 4,740.00
Sludge Pathogens	C	4	\$ -	\$ -	\$ 60.00	\$ 240.00	\$ 88.00	\$ 352.00
Soil	D	18	\$ 96.00	\$ 1,728.00	\$ 285.00	\$ 5,130.00	\$ 454.00	\$ 8,172.00
W. W. Groundwater Group A	E	32	\$ 172.80	\$ 5,529.60	\$ 224.00	\$ 7,168.00	\$ 242.00	\$ 7,744.00
W. W. Groundwater Group B	F	16	\$ 165.60	\$ 2,649.60	\$ 218.00	\$ 3,488.00	\$ 354.00	\$ 5,664.00
W. W. Metals	G	40	\$ 165.00	\$ 6,600.00	\$ 102.00	\$ 4,080.00	\$ 156.00	\$ 6,240.00
Root Zone Nutrients	H	12	\$ -	\$ -	\$ 117.00	\$ 1,404.00	\$ 157.00	\$ 1,884.00
Priority Pollutants	I	12	\$ 694.80	\$ 8,337.60	\$ 805.00	\$ 9,660.00	\$ 1,092.00	\$ 13,104.00
Water Sampling Events								
W. T. Metals Group A	J	12	\$ 13.20	\$ 158.40	\$ 48.00	\$ 576.00	\$ 80.00	\$ 960.00
W. T. Metals Group B	K	12	\$ 85.80	\$ 1,029.60	\$ 62.00	\$ 744.00	\$ 101.00	\$ 1,212.00
W. T. Pesticides / Herbicides	L	12	\$ 277.80	\$ 3,333.60	\$ 250.00	\$ 3,000.00	\$ 530.00	\$ 6,360.00
T.T.H.M.	M	24	\$ -	\$ -	\$ 70.00	\$ 1,680.00	\$ 92.00	\$ 2,208.00
HAA-5	N	24	\$ -	\$ -	\$ 200.00	\$ 4,800.00	\$ 130.00	\$ 3,120.00
TOC	O	48	\$ 44.00	\$ 2,112.00	\$ 25.00	\$ 1,200.00	\$ 31.00	\$ 1,488.00
SUVA		48	\$ -	\$ -	\$ 160.00	\$ 7,680.00	\$ 117.00	\$ 5,616.00
Radionuclides Total, α and β	P	2	\$ -	\$ -	\$ 140.00	\$ 280.00	\$ 280.00	\$ 560.00
Miscellaneous Sampling Groups								
W.W. Permit & Process Control	Q	365	\$ 20.40	\$ 7,446.00	\$ 165.00	\$ 60,225.00	\$ 131.00	\$ 47,815.00
W.T. Ion Analysis	R	12	\$ 153.60	\$ 1,843.20	\$ 157.00	\$ 1,884.00	\$ 242.00	\$ 2,904.00
Microbiology	S	32	\$ -	\$ -	\$ 240.00	\$ 7,680.00	\$ 62.00	\$ 1,984.00
Industrial Pretreatment	T	20	\$ 144.00	\$ 2,880.00	\$ 260.00	\$ 5,200.00	\$ 388.00	\$ 7,760.00
Storm Water Multi-Sector Permit	U	4	\$ 165.00	\$ 660.00	\$ 110.00	\$ 440.00	\$ 167.00	\$ 668.00
- Total -				\$ 53,534.40		\$ 134,193.00		\$ 137,147.00

**Table A - Sludge Permit**

Parameter	Detection	Unit Price	Unit Price	Unit Price
Arsenic, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Cadmium, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Chromium, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Copper, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Lead, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Molybdenum, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Nickel, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Selenium, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Silver, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Zinc, Total	Method Low	\$ 13.20	\$ 8.00	\$ 11.00
Mercury	Method Low	\$ 19.80	\$ 22.00	\$ 18.00
Phosphorus	Method Low	\$ 26.40	\$ 8.00	\$ 11.00
Potassium	Method Low	\$ 10.20	\$ 8.00	\$ 11.00
Corrosivity (pH – liquids)	Method Low	\$ 13.20	\$ 8.00	\$ 10.00
Specific Gravity	Method Low	\$ 26.40	\$ 8.00	\$ 25.00
Total Volatile Solids	Method Low	\$ 10.20	\$ 10.00	\$ 20.00
Total Solids	Method Low	\$ 10.20	\$ 10.00	\$ 13.00
Ammonia Nitrogen	Method Low	\$ 19.80	\$ 20.00	\$ 25.00
Nitrate Nitrogen	Method Low	\$ 26.40	\$ 15.00	\$ 22.00
Total Nitrogen (as Nitrogen)	Method Low	\$ 26.40	\$ 20.00	\$ 31.00
Total PCB's	Method Low	\$ 49.80	\$ 60.00	\$ 88.00
Extraction, Extract Clean Up, Determination		\$ 370.80	No charge \$ -	\$ 412.00
<b>- Total -</b>		<u>\$ 741.60</u>	<u>\$ 269.00</u>	<u>\$ 796.00</u>

**Table B Sludge TCLP (as per 40 CFR 261 Appendix II)**

Parameter	Detection	Unit Price	Unit Price	Unit Price
Metals	Method Low	\$ 59.40	\$ 85.00	\$ 95.00



Bid Tabulation  
Laboratory Analytical Services  
Utilities Department FY16-044  
April 8, 2016 @ 3:00PM

Pesticides		Method Low	\$ 82.80	\$ 120.00	\$ 70.00
Herbicides		Method Low	\$ 195.00	\$ 130.00	\$ 98.00
Volatile Organics		Method Low	\$ 82.80	\$ 70.00	\$ 120.00
Semi -Volatile Organics		Method Low	\$ 129.00	\$ 150.00	\$ 225.00
<b>- Total -</b>			<u>\$ 549.00</u>	<u>\$ 555.00</u>	<u>\$ 608.00</u>

**Table C - Sludge Pathogens**

Parameter		Detection	Unit Price	Unit Price	Unit Price
Fecal Coliforms		1,000	<u>\$ -</u>	<u>\$ 60.00</u>	<u>\$ 88.00</u>

**Table D - Soil**

Parameter	Method	Units	Unit Price	Unit Price	Unit Price
Cationic Exchange Capacity	9080/9081	meq/100g	\$ -	\$ 40.00	\$ 10.00
Arsenic, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Cadium, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Chromium, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Copper, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Lead, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Nickel, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Silver, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Zinc, Total	EPA SW-846 3050	mg/Kg	\$ -	\$ 8.00	\$ 11.00
Mercury	EPA SW-846 7471	mg/Kg	\$ 19.80	\$ 22.00	\$ 18.00
Phosphorus	EPA SW-846 6010	mg/Kg	\$ 13.20	\$ 8.00	\$ 11.00
Potassium	EPA SW-846 6010	mg/Kg	\$ 13.20	\$ 8.00	\$ 11.00
pH	EPA SW-846 9040	s.u.	\$ -	\$ 8.00	\$ 10.00
Total Volatile Solids	EPA 160.4	%	\$ -	\$ 10.00	\$ 20.00
Total Solids	EPA 160.3	%	\$ -	\$ 10.00	\$ 13.00
Ammonia Nitrogen	SM 4500	Mg/Kg	\$ -	\$ 20.00	\$ 25.00
Nitrate Nitrogen	EPA 300.0	Mg/Kg	\$ -	\$ 15.00	\$ 22.00
Total Nitrogen	EPA 351.3	Mg/Kg	\$ -	\$ 20.00	\$ 31.00
Total PCB's	EPA SW-846	Mg/Kg	\$ 49.80	\$ 60.00	\$ 88.00
Extraction, Extract Clean Up, Determination	3540/3550;3620/3640/3650;8080		<u>\$ -</u>	No charge \$ -	<u>\$ 107.00</u>
<b>- Total -</b>			<u>\$ 96.00</u>	<u>\$ 285.00</u>	<u>\$ 454.00</u>

**Table E - W.W. Groundwater Group A**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Fecal Coliforms		CFU/100 ml	\$ -	\$ 60.00	\$ -
Total Alkalinity	1	mg/L CaCO3	\$ 16.80	\$ 15.00	\$ 21.00
Conductivity	1	µmho/cm	\$ 10.20	\$ 8.00	\$ 13.00
pH	0.1	S. U.	\$ -	\$ 8.00	\$ 10.00
Total Dissolved Solids	10	mg/L	\$ -	\$ 10.00	\$ 20.00
Sulfate (SO4)	2	mg/L	\$ 16.80	\$ 10.00	\$ 22.00
Chloride (Cl)	0.5	mg/L	\$ 23.40	\$ 10.00	\$ 22.00
Phosphorus	0.1	mg/L	\$ 26.40	\$ 8.00	\$ 11.00
Total Nitrogen	0.1	mg/L	\$ 26.40	\$ 35.00	\$ 31.00
Ammonia Nitrogen	0.1	mg/L	\$ -	\$ 20.00	\$ 25.00
Nitrate Nitrogen	0.1	mg/L	\$ 26.40	\$ 15.00	\$ 22.00
Total Organic Carbon	1	mg/L	\$ 26.40	\$ 25.00	\$ 31.00
<b>- Total -</b>			<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14.00</u>
			<u>\$ 172.80</u>	<u>\$ 224.00</u>	<u>\$ 242.00</u>

**Table F —WW Groundwater Group B**

Parameter	Detection	Method	Unit Price	Unit Price	Unit Price
Cadmium	0.05	EPA SW-846 3610	\$ -	\$ 8.00	\$ 11.00
Copper	0.05	EPA SW-846 6010	\$ 13.20	\$ 8.00	\$ 11.00
Lead	0.05	EPA SW-846 6010	\$ 13.20	\$ 8.00	\$ 11.00
Nickel	0.05	EPA SW-846 6010	\$ 13.20	\$ 8.00	\$ 11.00
Potassium	0.05	EPA SW-846 6010	\$ 13.20	\$ 8.00	\$ 11.00
Zinc	0.05	EPA SW-846 6010	\$ 13.20	\$ 8.00	\$ 11.00
COD	40	Hach HB 6010	\$ -	\$ 15.00	\$ 26.00
Phenolics	0.005	EPA 420.1	\$ 49.80	\$ 25.00	\$ 35.00



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TOX	0.15	EPA SW-846 9020	\$ -	\$ 70.00	\$ 125.00
Total PCB"S		EPA SW-846	\$ 49.80	\$ 60.00	\$ 88.00
Extraction, Extract Clean Up, Determination		3540/3550;3620/3640/3650;8080	\$ -	No charge	\$ 14.00
<b>Total</b>			<b>\$ 165.60</b>	<b>\$ 218.00</b>	<b>\$ 354.00</b>

**Table G – W. W. Metals**

Parameter	Detection	Method	Unit Price	Unit Price	Unit Price
Antimony, Total	0.06	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Barium, Total	0.06	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Lead, Total	0.06	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Nickel, Total	0.06	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Silicon, Total	0.5	Meets Detection Limit	\$ 26.40	\$ 8.00	\$ 11.00
Chromium, Total	5	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Copper, Total	5	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Mercury, Total	0.002	Meets Detection Limit	\$ 19.80	\$ 22.00	\$ 18.00
Arsenic, Total	1	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Cadmium, Total	1	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
Silver, Total	1	Meets Detection Limit	\$ 13.20	\$ 8.00	\$ 11.00
			<b>\$ 165.00</b>	<b>\$ 102.00</b>	
					Metal Digestion \$ 14.00
					HG Digestion \$ 14.00
<b>- Total -</b>					<b>\$ 156.00</b>

**Table H – Root Zone Nutrients**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
pH	0.1	S.U.	\$ -	\$ 8.00	\$ 10.00
Potassium	100	mg/kg	\$ -	\$ 8.00	\$ 11.00
Phosphorus	5	mg/kg	\$ -	\$ 8.00	\$ 11.00
Total Nitrogen	100	mg/kg	\$ -	\$ 35.00	\$ 10.00
Conductivity	1	umho/cm	\$ -	\$ 8.00	\$ 13.00
Nitrogen, Nitrate Total (as N)	0.1	mg/kg	\$ -	\$ 15.00	\$ 22.00
Nitrogen, Kjeldahl Total (as N)	0.1	mg/kg	\$ -	\$ 35.00	\$ 31.00
			\$ -	\$ -	Nitrate \$ 22.00
			\$ -	\$ -	Metal Digestion \$ 14.00
			\$ -	\$ -	Total Solids \$ 13.00
<b>- Total -</b>			<b>\$ -</b>	<b>\$ 117.00</b>	<b>\$ 157.00</b>

**Table I W. W. Priority Pollutants**

Parameter	Detection	Method	Unit Price	Unit Price	Unit Price
Aluminum, Total	20	EPA 200.7	\$ 13.20	\$ 8.00	
Antimony, Total	1.6000	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Arsenic, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Barium, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Beryllium, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Cadmium, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Chromium, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Hex Chromium	1	EPA 218.4	\$ -	\$ 25.00	\$ 28.00
Copper, Total	5	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Cyanide, Total	0.02	EPA 335.2	\$ -	\$ 25.00	\$ 35.00
Lead, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Manganese, Total	20	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Mercury, Total	0.002	EPA 245.1	\$ 19.80	\$ 22.00	\$ 18.00
Molybdenum, Total	5	EPA 200.7	\$ -	\$ 8.00	\$ 11.00
Nickel, Total	5	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Phenol, Total Recoverable	3	EPA 420.1	\$ 49.80	\$ 25.00	\$ 35.00
Selenium, Total	2	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Silver, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Thallium, Total	1	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Zinc, Total	10	EPA 200.7	\$ 13.20	\$ 8.00	\$ 11.00
Acid Digestion, Total Metals		EPA 200.7	\$ -	\$ -	\$ 28.00
Concentrate ICAP Sx 2x Prior to Analysis		EPA 200.7	\$ -	\$ -	\$ -



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Extraction Chlorides Pesticides		EPA 608	µg/L	\$ 132.60	\$ -	\$ -
Extraction Semi-volatile Compounds				\$ 129.00	\$ -	\$ -
Pesticides/PCBs (25 Organochlorine)			µg/L	\$ -	\$ 140.00	\$ 268.00
Semi-volatile Organics (56)			µg/L	\$ -	\$ 150.00	\$ 320.00
Semi-volatile Organics Non Standard list			µg/L	\$ -	\$ 150.00	\$ -
Volatile Organics (27)			µg/L	\$ 82.80	\$ 70.00	\$ 120.00
Volatile Organics Non Standard List			µg/L	\$ 82.80	\$ 70.00	\$ 64.00
<b>- Total -</b>				<u>\$ 694.80</u>	<u>\$ 805.00</u>	<u>\$ 1,081.00</u>

**Table J – W. T. Metals Group A**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Arsenic, Total	1	µg/L	\$ 13.20	\$ 8.00	\$ 11.00
Barium, Total	0.06	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Cadmium, Total	1	µg/L	\$ 13.20	\$ 8.00	\$ 11.00
Chromium, Total	5	µg/L	\$ 13.20	\$ 8.00	\$ 11.00
Copper, Total	5	µg/L	\$ 13.20	\$ 8.00	\$ 11.00
Iron, Total	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
<b>- Total -</b>			<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14.00</u>
			<u>\$ 79.20</u>	<u>\$ 48.00</u>	<u>\$ 80.00</u>

Metal Digestion

**Table K – W. T. Metals Group B**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Lead, Total	0.060	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Manganese, Total	0.050	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Mercury, Total	0.002	mg/L	\$ 19.80	\$ 22.00	\$ 18.00
Selenium, Total	0.050	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Silver, Total	1.000	µg/L	\$ 13.20	\$ 8.00	\$ 11.00
Zinc, Total	0.050	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
<b>- Total -</b>			<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14.00</u>
			<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14.00</u>
			<u>\$ 85.80</u>	<u>\$ 62.00</u>	<u>\$ 101.00</u>

Metal Digestion  
HG Digestion

**Table L – W. T. Pesticides / Herbicides**

Parameter	Method	Unit Price	Unit Price	Unit Price
Herbicides (Method Full List)	SW-846 8150	\$ 195.00	\$ 130.00	\$ 150.00
Pesticides (Method Full List)	EPA 608	\$ 82.80	\$ 120.00	\$ 380.00
<b>- Total -</b>		<u>\$ 277.80</u>	<u>\$ 250.00</u>	<u>\$ 530.00</u>

**Table M – W. T. TTHM**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Bromoform	1.00	µg/L	\$ -	\$ -	\$ -
Chloroform	1.00	µg/L	\$ -	\$ -	\$ -
Bromodichloromethane	1.00	µg/L	\$ -	\$ -	\$ -
Dibromochloromethane	1.00	µg/L	\$ -	\$ -	\$ -
Total Trihalomethanes	1.00	µg/L	\$ -	\$ -	\$ 92.00
<b>- Total -</b>			<u>\$ -</u>	<u>\$ 70.00</u>	<u>\$ 92.00</u>

All included

**Table N – W. T. HAA - 5**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Chloroacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
Dichloroacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
Trichloroacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
Bromoacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
Dibromoacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
Total regulated Haloacetic acids	1.00	µg/L	\$ -	\$ -	\$ 130.00
Bromochloroacetic acid	1.00	µg/L	\$ -	\$ -	\$ -
<b>- Total -</b>			<u>\$ -</u>	<u>\$ 200.00</u>	<u>\$ 130.00</u>

All included

**Table O – W. T. TOC**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Total Organic Carbon	0.10	mg/L	\$ -	\$ 25.00	\$ 31.00

**Table OO– W. T. SUVA**



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Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Lead, Total	0.01	mg/L	\$ -	\$ 9.00	\$ 11.00
Copper, Total	0.01	mg/L	\$ -	\$ 9.00	\$ 11.00
			<u>\$ -</u>	<u>\$ 18.00</u>	<u>\$ 14.00</u>
					<u>\$ 36.00</u>

**Table OOO– W. T. SUVA**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	\$ -	\$ 160.00	\$ 117.00

**Table P – W. T. Radionuclides**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Radionuclides, Gross $\alpha$	1.00	pCi/L	\$ -	\$ 70.00	\$ 90.00
Radionuclides, Gross $\beta$	1.00	pCi/L	\$ -	\$ 70.00	\$ 90.00
Radionuclides, Total	1.00	pCi/L	\$ -	\$ -	\$ -
			<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100.00</u>
			<u>\$ -</u>	<u>\$ 140.00</u>	<u>\$ 280.00</u>

- Total -

**Table Q – W. W. Permit & Process Control**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
**B.O.D. - 5	1.00	mg/L	\$ -	\$ 25.00	\$ 20.00
C.B.O.D. - 5	1.00	mg/L	\$ -	\$ 25.00	\$ 20.00
***Total Suspended Solids	1.00	mg/L	\$ 10.20	\$ 10.00	\$ 20.00
Volatile Suspended Solids	1.00	mg/L	\$ 10.20	\$ 10.00	\$ 20.00
***Ammonia as Nitrogen	0.01	mg/L	\$ -	\$ 20.00	\$ 25.00
Fecal coliform	1.00	Cfu/100 ml	\$ -	\$ 60.00	\$ -
Chemical Oxygen demand	5.00	mg/L	\$ -	\$ 15.00	\$ 26.00
			<u>\$ 20.40</u>	<u>\$ 165.00</u>	<u>\$ 131.00</u>

- Total -

**Table R – W. T. Ion Analysis**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Fluoride	Method Low	mg/L	\$ 23.40	\$ 15.00	\$ 22.00
Bromide	Method Low	mg/L	\$ 23.40	\$ 15.00	\$ 22.00
Nitrite	Method Low	mg/L	\$ 23.40	\$ 15.00	\$ 22.00
Nitrate	Method Low	mg/L	\$ 26.40	\$ 15.00	\$ 22.00
Ortho-Phosphate	Method Low	mg/L	\$ 16.80	\$ 15.00	\$ 22.00
Sulfate	Method Low	mg/L	\$ 16.80	\$ 15.00	\$ 22.00
Chloride	Method Low	mg/L	\$ 23.40	\$ 15.00	\$ 22.00
Sodium	Method Low	mg/L	\$ -	\$ 8.00	\$ 11.00
Potassium	Method Low	mg/L	\$ -	\$ 8.00	\$ 11.00
Magnesium	Method Low	mg/L	\$ -	\$ 8.00	\$ 11.00
Ammonium	Method Low	mg/L	\$ -	\$ 20.00	\$ 5.00
Calcium	Method Low	mg/L	\$ -	\$ 8.00	\$ 11.00
			\$ -	\$ -	\$ 14.00
			\$ -	\$ -	\$ 25.00
			<u>\$ 153.60</u>	<u>\$ 157.00</u>	<u>\$ 242.00</u>

- Total -

**Table S – Microbiology**

Parameter	Unit Price	Unit Price	Unit Price
Total Coliforms	\$ -	\$ 60.00	\$ -
Fecal Coliforms	\$ -	\$ 60.00	\$ -
Chromogenic Substrate Total Coliforms	\$ -	\$ 60.00	\$ 27.00
Fluorogenic Substrate Fecal Coliforms (E. coli)	\$ -	\$ 60.00	\$ 35.00
	<u>\$ -</u>	<u>\$ 240.00</u>	<u>\$ 62.00</u>

**Table T – Industrial Pretreatment**

Parameter	Method	Unit Price	Unit Price	Unit Price
Fats, Oils & Grease (FOG)	SM 9222 B	\$ -	\$ 40.00	\$ 42.00
TOC (Total Organic Carbon)	SM 9222 D	\$ -	\$ 25.00	\$ 31.00
TOX (Total Organic Halides)	SM 9223 B	\$ -	\$ 70.00	\$ 125.00
B-TEX	EPA 602	\$ 61.00	\$ 35.00	\$ 62.00
TPH (Total Petroleum Hydrocarbons)	SM 9223 B	\$ -	\$ 40.00	\$ 58.00



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Cyanide	EPA 335.2	\$ -	\$ 25.00	\$ 35.00
Phenols	EPA 420.1	\$ 83.00	\$ 25.00	\$ 35.00
- Total -		\$ 144.00	\$ 260.00	\$ 388.00

**Table U – Storm Water Multi-sector General Permit**

Parameter	Detection	Units	Unit Price	Unit Price	Unit Price
Arsenic	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Barium	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Cadmium	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Chromium	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Copper	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Lead	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Manganese	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Mercury	0.002	mg/L	\$ 19.80	\$ 22.00	\$ 18.00
Nickel	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Selenium	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Silver	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
Zinc	0.05	mg/L	\$ 13.20	\$ 8.00	\$ 11.00
			\$ -	\$ -	\$ 14.00
			\$ -	\$ -	\$ 14.00
- Total -			\$ 165.00	\$ 110.00	\$ 167.00

Metal Digestion  
HG Digestions

**Table AA**

Sample Event	Unit Price Table	Number of Samples/yr		Unit Cost	Extended Cost
<b>Wastewater Sampling Events</b>					
Sludge Permit	A	16	\$	268.00	\$ 4,288.00
Sludge TCLP	B	6	\$	550.00	\$ 3,300.00
Sludge Pathogens	C	4	\$	38.00	\$ 152.00
Soil	D	18	\$	270.00	\$ 4,860.00
W. W. Groundwater Group A	E	32	\$	212.00	\$ 6,784.00
W. W. Groundwater Group B	F	16	\$	242.00	\$ 3,872.00
W. W. Metals	G	40	\$	75.00	\$ 3,000.00
Root Zone Nutrients	H	12	\$	93.00	\$ 1,116.00
Priority Pollutants	I	12	\$	581.00	\$ 6,972.00
<b>Water Sampling Events</b>					
W. T. Metals Group A	J	12	\$	42.00	\$ 504.00
W. T. Metals Group B	K	12	\$	53.00	\$ 636.00
W. T. Pesticides / Herbicides	L	12	\$	235.00	\$ 2,820.00
T.T.H.M.	M	24	\$	55.00	\$ 1,320.00
HAA-5	N	24	\$	125.00	\$ 3,000.00
TOC	O	48	\$	20.00	\$ 960.00
SUVA		48	\$	35.00	\$ 1,680.00
Radionuclides Total, $\alpha$ and $\beta$	P	2	\$	60.00	\$ 120.00
<b>Miscellaneous Sampling Groups</b>					
W.W. Permit & Process Control	Q	365	\$	141.00	\$ 51,465.00
W.T. Ion Analysis	R	12	\$	150.00	\$ 1,800.00
Microbiology	S	32	\$	125.00	\$ 4,000.00
Industrial Pretreatment	T	20	\$	310.00	\$ 6,200.00
Storm Water Multi-Sector Permit	U	4	\$	81.00	\$ 324.00
<b>- Total -</b>					<b>\$ 109,173.00</b>

**Table A - Sludge Permit**

Parameter	Detection	Unit Price
Arsenic, Total	Method Low	\$ 6.00
Cadmium, Total	Method Low	\$ 6.00
Chromium, Total	Method Low	\$ 6.00
Copper, Total	Method Low	\$ 6.00



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Lead, Total	Method Low	\$ 6.00
Molybdenum, Total	Method Low	\$ 6.00
Nickel, Total	Method Low	\$ 6.00
Selenium, Total	Method Low	\$ 6.00
Silver, Total	Method Low	\$ 6.00
Zinc, Total	Method Low	\$ 6.00
Mercury	Method Low	\$ 15.00
Phosphorus	Method Low	\$ 6.00
Potassium	Method Low	\$ 6.00
Corrosivity (pH – liquids)	Method Low	\$ 6.00
Specific Gravity	Method Low	\$ 15.00
Total Volatile Solids	Method Low	\$ 15.00
Total Solids	Method Low	\$ 10.00
Ammonia Nitrogen	Method Low	\$ 30.00
Nitrate Nitrogen	Method Low	\$ 20.00
Total Nitrogen (as Nitrogen)	Method Low	\$ 30.00
Total PCB's	Method Low	\$ 25.00
Extraction, Extract Clean Up, Determination		\$ 30.00
<b>- Total -</b>		<b>\$ 268.00</b>

**Table B Sludge TCLP (as per 40 CFR 261 Appendix II)**

Parameter	Detection	Unit Price
Metals	Method Low	\$ 85.00
Pesticides	Method Low	\$ 100.00
Herbicides	Method Low	\$ 135.00
Volatile Organics	Method Low	\$ 85.00
Semi -Volatile Organics	Method Low	\$ 145.00
<b>- Total -</b>		<b>\$ 550.00</b>

**Table C - Sludge Pathogens**

Parameter	Detection	Unit Price
Fecal Coliforms	1,000	\$ -

**Table D - Soil**

Parameter	Method	Units	Unit Price
Cationic Exchange Capacity	9080/9081	meq/100g	\$ 40.00
Arsenic, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Cadium, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Chromium, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Copper, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Lead, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Nickel, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Silver, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Zinc, Total	EPA SW-846 3050	mg/Kg	\$ 6.00
Mercury	EPA SW-846 7471	mg/Kg	\$ 15.00
Phosphorus	EPA SW-846 6010	mg/Kg	\$ 6.00
Potassium	EPA SW-846 6010	mg/Kg	\$ 6.00
pH	EPA SW-846 9040	s.u.	\$ 7.00
Total Volatile Solids	EPA 160.4	%	\$ 15.00
Total Solids	EPA 160.3	%	\$ 10.00
Ammonia Nitrogen	SM 4500	Mg/Kg	\$ 30.00
Nitrate Nitrogen	EPA 300.0	Mg/Kg	\$ 15.00
Total Nitrogen	EPA 351.3	Mg/Kg	\$ 28.00
Total PCB's	EPA SW-846	Mg/Kg	\$ 20.00
Extraction, Extract Clean Up, Determination	3540/3550;3620/3640/3650;8080		\$ 30.00
<b>- Total -</b>			<b>\$ 270.00</b>

**Table E - W.W. Groundwater Group A**

Parameter	Detection	Units	Unit Price
Fecal Coliforms		CFU/100 ml	\$ 30.00
Total Alkalinity	1	mg/L CaCO3	\$ 18.00



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Conductivity	1	µmho/cm	\$	10.00
pH	0.1	S. U.	\$	7.00
Total Dissolved Solids	10	mg/L	\$	10.00
Sulfate (SO4)	2	mg/L	\$	12.00
Chloride (Cl)	0.5	mg/L	\$	12.00
Phosphorus	0.1	mg/L	\$	25.00
Total Nitrogen	0.1	mg/L	\$	28.00
Ammonia Nitrogen	0.1	mg/L	\$	28.00
Nitrate Nitrogen	0.1	mg/L	\$	12.00
Total Organic Carbon	1	mg/L	\$	20.00
			\$	-
<b>- Total -</b>			\$	<u><u>212.00</u></u>

**Table F —WW Groundwater Group B**

Parameter	Detection	Method	Unit Price
Cadmium	0.05	EPA SW-846 3610	\$ 7.00
Copper	0.05	EPA SW-846 6010	\$ 7.00
Lead	0.05	EPA SW-846 6010	\$ 7.00
Nickel	0.05	EPA SW-846 6010	\$ 7.00
Potassium	0.05	EPA SW-846 6010	\$ 7.00
Zinc	0.05	EPA SW-846 6010	\$ 7.00
COD	40	Hach HB 6010	\$ 15.00
Phenolics	0.005	EPA 420.1	\$ 45.00
TOX	0.15	EPA SW-846 9020	\$ 90.00
Total PCB"S		EPA SW-846	\$ 20.00
Extraction, Extract Clean Up, Determination		3540/3550;3620/3640/3650;8080	\$ 30.00
<b>Total</b>			\$ <u><u>242.00</u></u>

**Table G – W. W. Metals**

Parameter	Detection	Method	Unit Price
Antimony, Total	0.06	Meets Detection Limit	\$ 6.00
Barium, Total	0.06	Meets Detection Limit	\$ 6.00
Lead, Total	0.06	Meets Detection Limit	\$ 6.00
Nickel, Total	0.06	Meets Detection Limit	\$ 6.00
Silicon, Total	0.5	Meets Detection Limit	\$ 6.00
Chromium, Total	5	Meets Detection Limit	\$ 6.00
Copper, Total	5	Meets Detection Limit	\$ 6.00
Mercury, Total	0.002	Meets Detection Limit	\$ 15.00
Arsenic, Total	1	Meets Detection Limit	\$ 6.00
Cadmium, Total	1	Meets Detection Limit	\$ 6.00
Silver, Total	1	Meets Detection Limit	\$ 6.00
			\$ <u><u>75.00</u></u>

**- Total -**

**Table H – Root Zone Nutrients**

Parameter	Detection	Units	Unit Price
pH	0.1	S.U.	\$ 7.00
Potassium	100	mg/kg	\$ 9.00
Phosphorus	5	mg/kg	\$ 9.00
Total Nitrogen	100	mg/kg	\$ 5.00
Conductivity	1	µmho/cm	\$ 10.00
Nitrogen, Nitrate Total (as N)	0.1	mg/kg	\$ 25.00
Nitrogen, Kjeldahl Total (as N)	0.1	mg/kg	\$ 28.00
<b>- Total -</b>			\$ <u><u>93.00</u></u>

**Table I W. W. Priority Pollutants**

Parameter	Detection	Method	Unit Price
Aluminum, Total	20	EPA 200.7 µg/L	\$ 6.00
Antimony, Total	1.6000	EPA 200.7 µg/L	\$ 6.00
Arsenic, Total	1	EPA 200.7 µg/L	\$ 6.00



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Barium, Total	1	EPA 200.7	µg/L	\$	6.00
Beryllium, Total	1	EPA 200.7	µg/L	\$	6.00
Cadmium, Total	1	EPA 200.7	µg/L	\$	6.00
Chromium, Total	1	EPA 200.7	µg/L	\$	6.00
Hex Chromium	1	EPA 218.4	µg/L	\$	80.00
Copper, Total	5	EPA 200.7	µg/L	\$	6.00
Cyanide, Total	0.02	EPA 335.2	µg/L	\$	20.00
Lead, Total	1	EPA 200.7	µg/L	\$	6.00
Manganese, Total	20	EPA 200.7	µg/L	\$	6.00
Mercury, Total	0.002	EPA 245.1	µg/L	\$	15.00
Molybdenum, Total	5	EPA 200.7	µg/L	\$	6.00
Nickel, Total	5	EPA 200.7	µg/L	\$	6.00
Phenol, Total Recoverable	3	EPA 420.1	µg/L	\$	45.00
Selenium, Total	2	EPA 200.7	µg/L	\$	6.00
Silver, Total	1	EPA 200.7	µg/L	\$	6.00
Thallium, Total	1	EPA 200.7	µg/L	\$	6.00
Zinc, Total	10	EPA 200.7	µg/L	\$	6.00
Acid Digestion, Total Metals		EPA 200.7	µg/L	\$	5.00
Concentrate ICAP Sx 2x Prior to Analysis		EPA 200.7	µg/L	\$	-
Extraction Chlorides Pesticides		EPA 608	µg/L	\$	50.00
Extraction Semi-volatile Compounds				\$	80.00
Pesticides/PCBs (25 Organochlorine)			µg/L	\$	50.00
Semi-volatile Organics (56)			µg/L	\$	60.00
Semi-volatile Organics Non Standard list			µg/L	\$	10.00
Volatile Organics (27)			µg/L	\$	60.00
Volatile Organics Non Standard List			µg/L	\$	10.00
<b>- Total -</b>				\$	<b>581.00</b>

**Table J – W. T. Metals Group A**

Parameter	Detection	Units	Unit Price
Arsenic, Total	1	µg/L	\$ 7.00
Barium, Total	0.06	mg/L	\$ 7.00
Cadmium, Total	1	µg/L	\$ 7.00
Chromium, Total	5	µg/L	\$ 7.00
Copper, Total	5	µg/L	\$ 7.00
Iron, Total	0.05	mg/L	\$ 7.00
			\$ -
<b>- Total -</b>			<b>\$ 42.00</b>

**Table K – W. T. Metals Group B**

Parameter	Detection	Units	Unit Price
Lead, Total	0.060	mg/L	\$ 7.00
Manganese, Total	0.050	mg/L	\$ 7.00
Mercury, Total	0.002	mg/L	\$ 18.00
Selenium, Total	0.050	mg/L	\$ 7.00
Silver, Total	1.000	µg/L	\$ 7.00
Zinc, Total	0.050	mg/L	\$ 7.00
			\$ -
			\$ -
<b>- Total -</b>			<b>\$ 53.00</b>

**Table L – W. T. Pesticides / Herbicides**

Parameter	Method	Unit Price
Herbicides (Method Full List)	SW-846 8150	\$ 140.00
Pesticides (Method Full List)	EPA 608	\$ 95.00
<b>- Total -</b>		<b>\$ 235.00</b>

**Table M – W. T. TTHM**

Parameter	Detection	Units	Unit Price
Bromoform	1.00	µg/L	\$ -
Chloroform	1.00	µg/L	\$ -



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Bromodichloromethane	1.00	µg/L		\$ -
Dibromochloromethane	1.00	µg/L		\$ -
Total Trihalomethanes	1.00	µg/L	Included total price	\$ 55.00
<b>- Total -</b>				<u>\$ 55.00</u>

**Table N – W. T. HAA - 5**

Parameter	Detection	Units		Unit Price
Chloroacetic acid	1.00	µg/L		\$ -
Dichloroacetic acid	1.00	µg/L		\$ -
Trichloroacetic acid	1.00	µg/L		\$ -
Bromoacetic acid	1.00	µg/L		\$ -
Dibromoacetic acid	1.00	µg/L		\$ -
Total regulated Haloacetic acids	1.00	µg/L		\$ -
Bromochloroacetic acid	1.00	µg/L	Included total price	\$ 125.00
<b>- Total -</b>				<u>\$ 125.00</u>

**Table O – W. T. TOC**

Parameter	Detection	Units		Unit Price
Total Organic Carbon	0.10	mg/L		<u>\$ 20.00</u>

**Table OO– W. T. SUVA**

Parameter	Detection	Units		Unit Price
Lead, Total	0.01	mg/L		\$ 10.00
Copper, Total	0.01	mg/L		\$ 10.00
				<u>\$ 20.00</u>

**Table OOO– W. T. SUVA**

Parameter	Detection	Units		Unit Price
Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M		\$ 35.00

**Table P – W. T. Radionuclides**

Parameter	Detection	Units		Unit Price
Radionuclides, Gross α	1.00	pCi/L		\$ 32.50
Radionuclides, Gross β	1.00	pCi/L		\$ 32.50
Radionuclides, Total	1.00	pCi/L	Included in total price	\$ -
<b>- Total -</b>				<u>\$ 65.00</u>

**Table Q – W. W. Permit & Process Control**

Parameter	Detection	Units		Unit Price
**B.O.D. - 5	1.00	mg/L		\$ 20.00
C.B.O.D. - 5	1.00	mg/L		\$ 22.00
***Total Suspended Solids	1.00	mg/L		\$ 10.00
Volatile Suspended Solids	1.00	mg/L		\$ 13.00
***Ammonia as Nitrogen	0.01	mg/L		\$ 88.00
Fecal coliform	1.00	Cfu/100 ml		\$ 30.00
Chemical Oxygen demand	5.00	mg/L		\$ 18.00
<b>- Total -</b>				<u>\$ 201.00</u>

**Table R – W. T. Ion Analysis**

Parameter	Detection	Units		Unit Price
Fluoride	Method Low	mg/L		\$ 10.00
Bromide	Method Low	mg/L		\$ 10.00
Nitrite	Method Low	mg/L		\$ 10.00
Nitrate	Method Low	mg/L		\$ 10.00
Ortho-Phosphate	Method Low	mg/L		\$ 10.00
Sulfate	Method Low	mg/L		\$ 10.00
Chloride	Method Low	mg/L		\$ 10.00
Sodium	Method Low	mg/L		\$ 10.00
Potassium	Method Low	mg/L		\$ 10.00
Magnesium	Method Low	mg/L		\$ 10.00
Ammonium	Method Low	mg/L		\$ 40.00



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Calcium		Method Low	mg/L	\$ 10.00
	- Total -			<u>\$ 150.00</u>

**Table S – Microbiology**

Parameter	Unit Price
Total Coliforms	\$ 35.00
Fecal Coliforms	\$ 30.00
Chromogenic Substrate Total Coliforms	\$ 30.00
Fluorogenic Substrate Fecal Coliforms (E. coli)	\$ 30.00
	<u>\$ 120.00</u>

**Table T – Industrial Pretreatment**

Parameter	Method	Unit Price
Fats, Oils & Grease (FOG)	SM 9222 B	\$ 50.00
TOC (Total Organic Carbon)	SM 9222 D	\$ 20.00
TOX (Total Organic Halides)	SM 9223 B	\$ 90.00
B-TEX	EPA 602	\$ 35.00
TPH (Total Petroleum Hydrocarbons)	SM 9223 B	\$ 40.00
Cyanide	EPA 335.2	\$ 30.00
Phenols	EPA 420.1	\$ 45.00
	- Total -	<u>\$ 310.00</u>

**Table U – Storm Water Multi-sector General Permit**

Parameter	Detection	Units	Unit Price
Arsenic	0.05	mg/L	\$ 6.00
Barium	0.05	mg/L	\$ 6.00
Cadmium	0.05	mg/L	\$ 6.00
Chromium	0.05	mg/L	\$ 6.00
Copper	0.05	mg/L	\$ 6.00
Lead	0.05	mg/L	\$ 6.00
Manganese	0.05	mg/L	\$ 6.00
Mercury	0.002	mg/L	\$ 15.00
Nickel	0.05	mg/L	\$ 6.00
Selenium	0.05	mg/L	\$ 6.00
Silver	0.05	mg/L	\$ 6.00
Zinc	0.05	mg/L	\$ 6.00
	- Total -		<u>\$ 81.00</u>



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	<b>Analystics Laboratories Ashland, VA 23005</b>	<b>TestAmerica Laboratories Corpus Christi, Texas</b>	<b>ANA-LAB Kilgore, Texas</b>	<b>Xenco Laboratories Stafford, Texas</b>
Table AA	\$ 53,534.40	\$ 134,193.00	\$ 137,147.00	\$ 109,173.00
Table A - Sludge Permit	\$ 741.60	\$ 269.00	\$ 796.00	\$ 268.00
Table B Sludge TCLP (as per 40 CFR 261 Appendix II)	\$ 549.00	\$ 555.00	\$ 608.00	\$ 550.00
Table C - Sludge Pathogens	\$ 96.00	\$ 60.00	\$ 88.00	\$ 88.00
Table D - Soil	\$ 172.80	\$ 285.00	\$ 454.00	\$ 270.00
Table E - W.W. Groundwater Group A	\$ 165.60	\$ 224.00	\$ 242.00	\$ 212.00
Table F —WW Groundwater Group B	\$ 165.00	\$ 218.00	\$ 354.00	\$ 242.00
Table G – W. W. Metals	\$ -	\$ 102.00	\$ 157.00	\$ 75.00
Table H – Root Zone Nutrients	\$ 694.80	\$ 117.00	\$ 1,081.00	\$ 93.00
Table I W. W. Priority Pollutants	\$ 79.20	\$ 805.00	\$ 80.00	\$ 581.00
Table J – W. T. Metals Group A	\$ 85.80	\$ 48.00	\$ 101.00	\$ 42.00
Table K – W. T. Metals Group B	\$ 277.80	\$ 62.00	\$ 530.00	\$ 53.00
Table L – W. T. Pesticides / Herbicides	\$ -	\$ 250.00	\$ 92.00	\$ 235.00
Table M – W. T. TTHM	\$ -	\$ 70.00	\$ 130.00	\$ 55.00
Table N – W. T. HAA - 5	\$ -	\$ 200.00	\$ 92.00	\$ 125.00
Table O – W. T. TOC	\$ -	\$ 25.00	\$ 31.00	\$ 20.00
Table OO– W. T. SUVA	\$ -	\$ 18.00	\$ 36.00	\$ 20.00
Table OOO– W. T. SUVA	\$ -	\$ 160.00	\$ 117.00	\$ 35.00
Table P – W. T. Radionuclides	\$ -	\$ 140.00	\$ 280.00	\$ 65.00
Table Q – W. W. Permit & Process Control	\$ 20.40	\$ 165.00	\$ 131.00	\$ 201.00
Table R – W. T. Ion Analysis	\$ 153.60	\$ 157.00	\$ 242.00	\$ 150.00
Table S – Microbiology	\$ -	\$ 240.00	\$ 62.00	\$ 120.00
Table T – Industrial Pretreatment	\$ 144.00	\$ 260.00	\$ 388.00	\$ 310.00
Table U – Storm Water Multi-sector General Permit	\$ 165.00	\$ 110.00	\$ 167.00	\$ 81.00
	<u>\$ 57,045.00</u>	<u>\$ 138,733.00</u>	<u>\$ 143,406.00</u>	<u>\$ 113,064.00</u>



Original

# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

April 4, 2016

Doanh T. Nguyen  
City Secretary  
City of Laredo  
City Hall - Third Floor, 1110 Houston  
Laredo, TX 78040

#3

**RE: Request for Proposal (RFP) FY16-044  
Laboratory Analytical Testing Services**

Dear Mr. Nguyen:

City of Laredo recognizes the need for a cost effective solution to support your laboratory testing services contract. Finding an experienced laboratory is essential to receive quality data on time and within budget.

Using a laboratory with a successful history supporting your project provides you with the confidence that the laboratory understands your needs and can deliver. TestAmerica is already providing exemplary service to City of Laredo, there are no concerns regarding implementation or potential downtime that could resulting from a transition to unproven providers thus eliminating all cost of change as well as eliminating all associated risks.

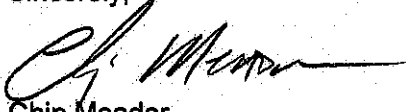
And as part of our offering, we provide:

- ◆ A dedicated Project Manager with the convenience of a single point of contact
- ◆ Quality data through our fully documented, rigorous and comprehensive QA/QC program
- ◆ Experienced and fully trained laboratory staff, committed to meeting project specifications and requirements
- ◆ TotalAccess offers real time access to your sample status and results anytime, anywhere

City of Laredo bid forms Tab A through Tab F are provided below.

Thank you for the opportunity to submit this response to FY16-044 for Laboratory Analytical Testing Services. We look forward to continuing to work with City to help ensure the success of your analytical program.

Sincerely,



Chip Meador  
Laboratory Director

Phone: 361.289.2673  
Email: [chip.meador@testamericainc.com](mailto:chip.meador@testamericainc.com)





# **TestAmerica**

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THE LEADER IN ENVIRONMENTAL TESTING

**Our Commitment:**  
**Providing Quality Analytical Services**

Response to:

**Request for Proposal (RFP) No. FY16-044**  
**Laboratory Analytical Testing Services**

Prepared For

**City of Laredo**  
**Attention: Doanh T. Nguyen**  
**City Hall - Third Floor, 1110 Houston**  
**Laredo, TX 78040**

Prepared By:

**TestAmerica Laboratories, Inc.**  
**1733 N. Padre Island Dr.**  
**Corpus Christi, TX 78408**

**TestAmerica Proposal No. 56005836**

**Point of Contact: John Meade**

**Phone: 850.324.8251**

**Email: [john.meade@testamericainc.com](mailto:john.meade@testamericainc.com)**



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- 1 – Example Report
- 2 – Resumes
- 3 – Environmental Health & Safety Plan
- 4 – Hazardous Waste Management Program
- 5 – Quality Assurance Manual
- 6 – Ethics Policy
- 7 – Standard Operating Procedure Listing
- 8 – Performance Evaluations
- 9 – NELAP Certifications

This proposal includes data that shall not be disclosed outside the organization to which it was submitted, and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror or quote as a result of – or in connection with – the submission of this data, the Buyer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Buyer's right to use information contained in this data if it is obtained from another source without restriction.



CITY OF LAREDO  
PURCHASING DIVISION

24.0 Tab A – Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**

**Please complete all information requested below and submit with your bid 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 bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) TestAmerica Laboratories, Inc.

Signature

of person authorized to sign bid

Date April 4, 2016

Print Name

of person authorized to sign bid

Chip Meador

Title:

Laboratory Director

Business Address: 1733 N. Padre Island Drive

City, State, Zip Code: Corpus Christi, TX 78408

Telephone Number: 361.289.2673

Fax Number: 361.289.2471

Contact Person Email Address: john.meade@testamericainc.com

Federal Tax ID Number: 23-2919996

Bidders Principal/Corporate Place of Business Address: 4101 Shuffel St. NW, North Canton, OH 44720

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: \_\_\_\_\_

State how long under its present business name: 2008

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No  
Yes if award the contract



**CITY OF LAREDO  
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes ☒ No.

Is any litigation pending against the Business? Yes ☒ No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes ☒ No.  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes ☒ No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes ☒ No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes ☒ No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes ☒ No

Is the Business in arrears in any contract or debt? Yes ☒ No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes ☒ No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ☒ Yes / No.

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**

**25.0 Tab B Price Schedule**

**25.1 Table AA**

Sample Event	Unit Price Table	Number of Samples/yr	Unit Cost	Extended Cost
<b>- Wastewater Sampling Events -</b>				
Sludge Permit	A	16	\$269.00	\$4,304.00
Sludge TCLP	B	6	\$555.00	\$3,330.00
Sludge Pathogens	C	4	\$60.00	\$240.00
Soil	D	18	\$285.00	\$5,130.00
W. W. Groundwater Group A	E	32	\$224.00	\$7,168.00
W. W. Groundwater Group B	F	16	\$218.00	\$3,488.00
W. W. Metals	G	40	\$102.00	\$4,080.00
Root Zone Nutrients	H	12	\$117.00	\$1,404.00
Priority Pollutants	I	12	\$805.00	\$9,660.00
<b>- Water Sampling Events -</b>				
W. T. Metals Group A	J	12	\$48.00	\$576.00
W. T. Metals Group B	K	12	\$62.00	\$744.00
W. T. Pesticides / Herbicides	L	12	\$250.00	\$3,000.00
T.T.H.M.	M	24	\$70.00	\$1,680.00
H.A.A.-5	N	24	\$200.00	\$4,800.00
T.O.C.	O	48	\$25.00	\$1,200.00
SUVA		48	\$160.00	\$7,680.00
Radionuclides Total, $\alpha$ and $\beta$	P	2	\$140.00	\$280.00
<b>- Miscellaneous Sampling Groups -</b>				
W.W. Permit & Process Control	Q	365	\$165.00	\$60,225.00
W.T. Ion Analysis	R	12	\$157.00	\$1,884.00
Microbiology	S	32	\$240.00	\$7,680.00
Industrial Pretreatment	T	20	\$260.00	\$5,200.00
Storm Water Multi-Sector Permit	U	4	\$110.00	\$440.00



**CITY OF LAREDO  
PURCHASING DIVISION**

25.2 Table A - Sludge Permit

Parameter	Detection	Units	Unit Price
Arsenic, Total	Method Low	mg/Kg	\$8.00
Cadmium, Total	Method Low	mg/Kg	\$8.00
Chromium, Total	Method Low	mg/Kg	\$8.00
Copper, Total	Method Low	mg/Kg	\$8.00
Lead, Total	Method Low	mg/Kg	\$8.00
Molybdenum, Total	Method Low	mg/Kg	\$8.00
Nickel, Total	Method Low	mg/Kg	\$8.00
Selenium, Total	Method Low	mg/Kg	\$8.00
Silver, Total	Method Low	mg/Kg	\$8.00
Zinc, Total	Method Low	mg/Kg	\$8.00
Mercury	Method Low	mg/Kg	\$22.00
Phosphorus	Method Low	mg/Kg	\$8.00
Potassium	Method Low	mg/Kg	\$8.00
Corrosivity (pH – liquids)	Method Low	s.u.	\$8.00
Specific Gravity	Method Low	25°C	\$8.00
Total Volatile Solids	Method Low	%	\$10.00
Total Solids	Method Low	%	\$10.00
Ammonia Nitrogen (NH <sub>3</sub> -N)	Method Low	mg/Kg	\$20.00
Nitrate Nitrogen (NO <sub>3</sub> -N)	Method Low	mg/Kg	\$15.00
Total Nitrogen Kjeldahl (TKN)	Method Low	mg/Kg	\$20.00
Total PCB's	Method Low	mg/Kg	\$60.00
Extraction, Extract Clean Up, Determination			\$0.00



**CITY OF LAREDO  
PURCHASING DIVISION**

25.3 Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I)  
(contaminants listed Table 1, 40 CFR section 261.24)

Parameter	Detection	Units	Unit Price
Metals	Method Low	mg/L	\$85.00
Pesticides	Method Low	µg/L	\$120.00
Herbicides	Method Low	µg/L	\$130.00
Volatile Organics	Method Low	µg/L	\$70.00
Semi -Volatile Organics	Method Low	µg/L	\$150.00
- Total -			\$555.00

25.4 Table C - Sludge Pathogens

Parameter	Detection	Units	Unit Price
Fecal Coliforms	1,000	MPN	\$60.00

Company Name: TestAmerica Laboratories, Inc.

Owner/President Name: Rachel Brydon Jannetta

Company Address: 1733 N. Padre Island Dr.

City, State, Zip Code: Corpus Christi, TX 78408

Company Authorized Representative's Signature: \_\_\_\_\_

Company Representative's Name: Chip Meador

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document.



**CITY OF LAREDO  
PURCHASING DIVISION**

25.5 Table D - Soil

Parameter	Method	Units	Unit Price
Cationic Exchange Capacity	EPA SW-846 9080/9081	meq/100g	\$40.00
Arsenic, Total	EPA SW-846 3050	mg/Kg	\$8.00
Cadmium, Total	EPA SW-846 3050	mg/Kg	\$8.00
Chromium, Total	EPA SW-846 3050	mg/Kg	\$8.00
Copper, Total	EPA SW-846 3050	mg/Kg	\$8.00
Lead, Total	EPA SW-846 3050	mg/Kg	\$8.00
Nickel, Total	EPA SW-846 3050	mg/Kg	\$8.00
Silver, Total	EPA SW-846 3050	mg/Kg	\$8.00
Zinc, Total	EPA SW-846 3050	mg/Kg	\$8.00
Mercury	EPA SW-846 7471	mg/Kg	\$22.00
Phosphorus	EPA SW-846 6010	mg/Kg	\$8.00
Potassium	EPA SW-846 6010	mg/Kg	\$8.00
pH	EPA SW-846 9040	s.u.	\$8.00
Total Volatile Solids	EPA 160.4	%	\$10.00
Total Solids	EPA 160.3	%	\$10.00
Ammonia Nitrogen	SM 4500	Mg/Kg	\$20.00
Nitrate Nitrogen	EPA 300.0	Mg/Kg	\$15.00
Total Nitrogen Kjeldahl (TKN)	EPA 351.3	Mg/Kg	\$20.00
Total PCB's	EPA SW-846	Mg/Kg	\$60.00
Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080			\$0.00
- Total -			\$285.00



**CITY OF LAREDO  
PURCHASING DIVISION**

**25.6 Table E - W.W. Groundwater Group A**

Parameter	Detection	Units	Method	Unit Price
Fecal Coliforms		CFU/100 ml		\$60.00
Total Alkalinity	1	mg/L CaCO <sub>3</sub>	SM 2320 B	\$15.00
Conductivity	1	µmho/cm	EPA 120.1	\$8.00
pH	0.1	S. U.	EPA150.1	\$8.00
Total Dissolved Solids	10	mg/L	EPA 160.1	\$10.00
Sulfate (SO <sub>4</sub> )	2	mg/L	EPA 300.0	\$10.00
Chloride (Cl)	0.5	mg/L	EPA 300.0	\$10.00
Phosphorus	0.1	mg/L	SM 4500-P	\$8.00
Total Nitrogen Kjeldahl (TKN)	0.1	mg/L	EPA 351.3	\$35.00
Ammonia Nitrogen (NH <sub>3</sub> -N)	0.1	mg/L	EPA 350.3	\$20.00
Nitrate Nitrogen (NO <sub>3</sub> -N)	0.1	mg/L	EPA 300.0	\$15.00
Total Organic Carbon	1	mg/L	SM 5310 - C	\$25.00

**25.7 Table F —WW Groundwater Group B**

Parameter	Detection	Method	Units	Unit Price
Cadmium	0.05	EPA SW-846 3610	mg/L	\$8.00
Copper	0.05	EPA SW-846 6010	mg/L	\$8.00
Lead	0.05	EPA SW-846 6010	mg/L	\$8.00
Nickel	0.05	EPA SW-846 6010	mg/L	\$8.00
Potassium	0.05	EPA SW-846 6010	mg/L	\$8.00
Zinc	0.05	EPA SW-846 6010	mg/L	\$8.00
COD	40	Hach HB 6010	mg/L	\$15.00
Phenolics	0.005	EPA 420.1	mg/L	\$25.00
TOX	0.15	EPA SW-846 9020	mg/L	\$70.00
Total PCB's		EPA SW-846	mg/L	\$60
Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080				\$0.00
- Total -				\$218.00



**CITY OF LAREDO  
PURCHASING DIVISION**

25.8 Table G – W. W. Metals

Parameter	Detection	Method	Units	Unit Price
Antimony, Total	0.06	Meets Detection Limit	mg/L	\$8.00
Barium, Total	0.06	Meets Detection Limit	mg/L	\$8.00
Lead, Total	0.06	Meets Detection Limit	mg/L	\$8.00
Nickel, Total	0.06	Meets Detection Limit	mg/L	\$8.00
Silicon, Total	0.5	Meets Detection Limit	mg/L	\$8.00
Chromium, Total	5	Meets Detection Limit	mg/L	\$8.00
Copper, Total	5	Meets Detection Limit	mg/L	\$8.00
Mercury, Total	0.002	Meets Detection Limit	mg/L	\$22.00
Arsenic, Total	1	Meets Detection Limit	mg/L	\$8.00
Cadmium, Total	1	Meets Detection Limit	mg/L	\$8.00
Silver, Total	1	Meets Detection Limit	mg/L	\$8.00
- Total -				\$102.00

25.9 Table H – Root Zone Nutrients

Parameter	Detection	Units	Method	Unit Price
pH	0.1	S.U.	EPA SW-846 9045	\$8.00
Potassium	100	mg/kg	EPA SW-846 9045	\$8.00
Phosphorus	5	mg/kg	EPA SW-846 9045	\$8.00
Total Nitrogen	100	mg/kg	EPA SW-846 9045	\$35.00
Conductivity	1	µmho/cm	EPA SW-846 9045	\$8.00
Nitrogen, Nitrate Total (as N)	0.1	mg/K	4500-NO3-E	\$15.00
Nitrogen, Kjeldahl Total (as N)	0.1	mg/K	4500-NH3-F	\$35.00
- Total -				\$117



**CITY OF LAREDO  
PURCHASING DIVISION**

25.10 Table I W. W. Priority Pollutants

Parameter	Detection	Method	Units	Unit Price
Aluminum, Total	20.0	EPA 200.7	µg/L	\$8.00
Antimony, Total	1.6	EPA 200.7	µg/L	\$8.00
Arsenic, Total	1.0	EPA 200.7	µg/L	\$8.00
Barium, Total	1.0	EPA 200.7	µg/L	\$8.00
Beryllium, Total	1.0	EPA 200.7	µg/L	\$8.00
Cadmium, Total	1.0	EPA 200.7	µg/L	\$8.00
Chromium, Total	1.0	EPA 200.7	µg/L	\$8.00
Hex Chromium	1.0	EPA 218.4	µg/L	\$25.00
Copper, Total	5.0	EPA 200.7	µg/L	\$8.00
Cyanide, Total	0.020	EPA 335.2	µg/L	\$25.00
Lead, Total	1.0	EPA 200.7	µg/L	\$8.00
Manganese, Total	20.0	EPA 200.7	µg/L	\$8.00
Mercury, Total	0.002	EPA 245.1	µg/L	\$22.00
Molybdenum, Total	5.0	EPA 245.1	µg/L	\$8.00
Nickel, Total	5.0	EPA 200.7	µg/L	\$8.00
Phenol, Total Recoverable	3.0	EPA 420.1	µg/L	\$25.00
Selenium, Total	2.0	EPA 200.7	µg/L	\$8.00
Silver, Total	1.0	EPA 200.7	µg/L	\$8.00
Thallium, Total	1.0	EPA 200.7	µg/L	\$8.00
Zinc, Total	10.0	EPA 200.7	µg/L	\$8.00
Acid Digestion, Total Metals		EPA 200.7	µg/L	\$0.00
Concentrate 1CAP Sx 2x Prior to Analysis		EPA 200.7	µg/L	\$0.00
Extraction Chlorides Pesticides / PCBs		EPA 608	µg/L	\$0.00
Continuous Liquid – Liquid Extraction				
Extraction Semi-volatile Compounds		EPA 625	µg/L	\$0.00
Continuous Liquid – Liquid Extraction				

Parameter	Method	Detection	Units	Unit Price
Pesticides / PCBs (25 Organochlorine)	EPA 608	0.01	µg/L	\$140.00
Semi-volatile Organics (56)	EPA 625	0.50	µg/L	\$150.00
Semi-volatile Organics-Non Standard List	EPA 625	0.50	µg/L	\$150.00
1,2-Diphenylhydrazine as Azobenzene	Modified			
Volatile Organics (27)	EPA 624	2.0	µg/L	\$70.00
Volatile Organics – Non Standard List (2)	EPA 624 Modified	5.0	µg/L	\$70.00
- Total -				\$805.00



**CITY OF LAREDO  
PURCHASING DIVISION**

**25.11 Table J – W. T. Metals Group A**

Parameter	Detection	Units	Method	Unit Price
Arsenic, Total	1	µg/L	Meets Detection Limit	\$8.00
Barium, Total	0.06	mg/L	Meets Detection Limit	\$8.00
Cadmium, Total	1	µg/L	Meets Detection Limit	\$8.00
Chromium, Total	5	µg/L	Meets Detection Limit	\$8.00
Copper, Total	5	µg/L	Meets Detection Limit	\$8.00
Iron, Total	0.05	mg/L	Meets Detection Limit	\$8.00
- Total -				\$48.00

**25.12 Table K – W. T. Metals Group B**

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.06	mg/L	Meets Detection Limit	\$8.00
Manganese, Total	0.05	mg/L	Meets Detection Limit	\$8.00
Mercury, Total	0.002	mg/L	Meets Detection Limit	\$22.00
Selenium, Total	0.05	mg/L	Meets Detection Limit	\$8.00
Silver, Total	1	µg/L	Meets Detection Limit	\$8.00
Zinc, Total	0.05	mg/L	Meets Detection Limit	\$8.00
- Total -				\$62.00

**25.13 Table L – W. T. Pesticides / Herbicides**

Parameter	Method	Unit Price
Herbicides (Method Full List)	SW – 846 8150	\$130.00
Pesticides (Method Full List)	EPA 608	\$120.00
- Total -		\$250.00



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25.14 Table M – W. T. TTHM

Parameter	Detection	Units	Method	Unit Price
Bromoform	1.0	µg/L	EPA 624	\$-
Chloroform	1.0	µg/L	EPA 624	\$-
Bromodichloromethane	1.0	µg/L	EPA 624	\$-
Dibromochloromethane	1.0	µg/L	EPA 624	\$-
Total Trihalomethanes	1.0	µg/L	EPA 624	\$-
- Total -				\$70.00

25.15 Table N – W. T. HAA - 5

Parameter	Detection	Units	Method	Unit Price
Chloroacetic acid	1.0	µg/L	SM 6233	\$-
Dichloroacetic acid	1.0	µg/L	SM 6233	\$-
Trichloroacetic acid	1.0	µg/L	SM 6233	\$-
Bromoacetic acid	1.0	µg/L	SM 6233	\$-
Dibromoacetic acid	1.0	µg/L	SM 6233	\$-
Total regulated Haloacetic acids	1.0	µg/L	SM 6233	\$-
Bromochloroacetic acid	1.0	µg/L	SM 6233	\$-
- Total -				\$200.00

25.16 Table O – W. T. TOC

Parameter	Detection	Units	Method	Unit Price
Total Organic Carbon	0.1	mg/L	SM 9222 D	\$25.00
- Total -				\$25.00



**CITY OF LAREDO  
PURCHASING DIVISION**

**25.17 Table OO– W. T.Distribution- Lead & Copper**

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.00100	mg/L	E200.8,ICP-MS	\$9.00
Copper, Total	0.00100	mg/L	E200.8,ICP-MS	\$9.00
- Total -				\$18.00

**25.18 Table OOO- W.T. SUVA**

Parameter	Detection	Units	Method	Unit Price
Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	Calculation of results from: SM 5910B (UV254) SM5310D (DOC)	\$160.00

**25.19 Table P – W. T. Radionuclides**

Parameter	Detection	Units	Method	Unit Price
Radionuclides, Gross $\alpha$	1.0	pCi/L	SM 7110	\$70.00
Radionuclides, Gross $\beta$	1.0	pCi/L	SM 7110	\$70.00
Radionuclides, Total	1.0	pCi/L	SM 7110	\$0.00
- Total -				\$140.00

**25.20 Table Q – W. W. Permit & Process Control**

Parameter	Detection	Units	Method	Unit Price
**B.O.D. - 5	1.0	mg/L	SM 5210 B	\$25.00
C.B.O.D. - 5	1.0	mg/L	SM 5210 A	\$25.00
***Total Suspended Solids	1.0	mg/L	SM 2540 D	\$10.00
Volatile Suspended Solids	1.0	mg/L	SM 2540 E	\$10.00
****Ammonia as Nitrogen	0.01	mg/L	SM 4500 NH3	\$20.00
Fecal coliform	1.0	Cfu/100 ml	SM 9222	\$60.00
Chemical Oxygen demand	5.0	mg/L	SM 5220 D	\$15.00
- Total -				\$165.00



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\*\* BOD5 ANALYSIS PER YEAR 1,820 (some WWTP permits require daily sampling for BOD5)

\*\*\*TSS ANALYSIS PER YEAR 2,030

\*\*\*\* Ammonia as Nitrogen analysis per year 200

**25.20 Table R – W. T. Ion Analysis**

Parameter	Detection	Units	Method	Unit Price
Fluoride	Method Low	mg/L	EPA 300.0	\$15.00
Bromide	Method Low	mg/L	EPA 300.0	\$15.00
Nitrite	Method Low	mg/L	EPA 300.0	\$15.00
Nitrate	Method Low	mg/L	EPA 300.0	\$15.00
Ortho-Phosphate	Method Low	mg/L	EPA 300.0	\$15.00
Sulfate	Method Low	mg/L	EPA 300.0	\$15.00
Chloride	Method Low	mg/L	EPA 300.0	\$15.00
Sodium	Method Low	mg/L	EPA 300.7	\$8.00
Potassium	Method Low	mg/L	EPA 300.7	\$8.00
Magnesium	Method Low	mg/L	EPA 300.7	\$8.00
Ammonium	Method Low	mg/L	EPA 300.7	\$20.00
Calcium	Method Low	mg/L	EPA 300.7	\$8.00
- Total -				\$157.00

**25.21 Table S – Microbiology**

Parameter	Method	Unit Price
Total Coliforms	SM 9222 B	\$60.00
Fecal Coliforms	SM 9222 D	\$60.00
Chromogenic Substrate Total Coliforms	SM 9223 B (Colilert)	\$60.00
Fluorogenic Substrate Fecal Coliforms (E. coli)	SM 9223 B (Colilert)	\$60.00
- Total-		\$240.00



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**25.22 Table T – Industrial Pretreatment**

Parameter	Method	Unit Price
Fats, Oils & Grease (FOG)	SM 9222 B	\$40.00
TOC (Total Organic Carbon)	SM 9222 D	\$25.00
TOX (Total Organic Halides)	SM 9223 B	\$70.00
B-TEX	EPA 602	\$35.00
TPH (Total Petroleum Hydrocarbons)	SM 9223 B	\$40.00
Cyanide	EPA 335.2	\$25.00
Phenols	EPA 420.1	\$25.00
- Total -		\$260.00

**25.23 Table U – Storm Water Multi-sector General Permit**

Parameter	Detection	Units	Method	Unit Price
Arsenic	0.05	mg/L	EPA SW-846 6010	\$8.00
Barium	0.05	mg/L	EPA SW-846 6010	\$8.00
Cadmium	0.05	mg/L	EPA SW-846 6010	\$8.00
Chromium	0.05	mg/L	EPA SW-846 6010	\$8.00
Copper	0.05	mg/L	EPA SW-846 6010	\$8.00
Lead	0.05	mg/L	EPA SW-846 6010	\$8.00
Manganese	0.05	mg/L	EPA SW-846 6010	\$8.00
Mercury	0.002	mg/L	EPA SW-846 6010	\$22.00
Nickel	0.05	mg/L	EPA SW-846 6010	\$8.00
Selenium	0.05	mg/L	EPA SW-846 6010	\$8.00
Silver	0.05	mg/L	EPA SW-846 6010	\$8.00
Zinc	0.05	mg/L	EPA SW-846 6010	\$8.00
- Total -				\$110.00



**CITY OF LAREDO  
PURCHASING DIVISION**

**26.0 Tab C- 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_forms.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)** include:

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. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

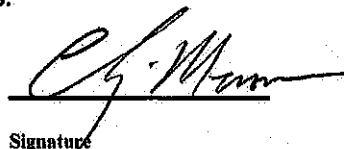
☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Chip Meador

Name

Signature

Date

 April 4, 2016



Not Applicable

CITY OF LAREDO  
PURCHASING DIVISION

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>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.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Date Received</div>	
<p><b>1 Name of person who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3 Name of local government officer with whom filer has employment or business relationship.</b></p> <p style="text-align: center; margin-top: 10px;">_____ Name of Officer</p>		
<p>This section (item 3 including subparts A, B, C &amp; 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 Code to this Form CIQ as necessary.</p> <p>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?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>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?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>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?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%; border-top: 1px solid black; text-align: center;">Signature of person doing business with the governmental entity</div><div style="width: 35%; border-top: 1px solid black; text-align: center;">Date</div></div>		



CITY OF LAREDO  
PURCHASING DIVISION

27.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF NUECES {}

Being first duly sworn, deposes and says:

That he/she is Raymond Meador, Laboratory Director  
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Raymond E. Meador

Signature of:

Bidder, if the Bidder is an individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 4 day of April 20 16.

Eloise Marie White

Notary Public

My commission expires:

May 14, 2017





CITY OF LAREDO  
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28.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a    New Submission or    Correction or    Update to previous submission.

**\*1. Name of person submitting this disclosure form**

First: Chip M.I.    Last: Meador Suffix:   

**\*2. Contract Information**

a) Contract or project name: Laboratory Analytical Testing Services

b) Originating department: Finance Department, Purchasing Division

**\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TestAmerica Laboratories, Inc.

**\*4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Names of partner, parent, or subsidiary business entities: Parent: TestAmerica Holdings Inc.

Other: EMLab P&K, METCO Environmental

**\*5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☒ List of subcontractors: City of Corpus Christi Water Utilities Laboratory

**\*6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



**CITY OF LAREDO  
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**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors:

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

**\*Acknowledgements**

**☒ Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

**☒ No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.



**CITY OF LAREDO  
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**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Chip Meador Title: Laboratory Director

Company Name or DBA: TestAmerica Laboratories, Inc. Date: April 4, 2016

Please fill this form out online, print and completed form and submit with  
proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

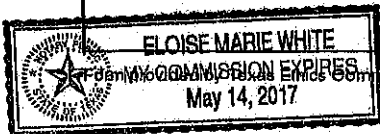


**CITY OF LAREDO  
PURCHASING DIVISION**

**29.0 Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			<b>OFFICE USE ONLY</b>																																							
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> TestAmerica Laboratories, Inc. 1733 N. Padre Island Dr. Corpus Christ, TX 778408, USA																																										
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Laredo																																										
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b> FY16-044 Laboratory Analytical Testing Services																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%; text-align: center;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%; text-align: center;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: center;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:20%; text-align: center;">Controlling</th> <th style="width:20%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr> <td>TestAmerica Laboratories, Inc.</td> <td>Corpus Christi, TX - USA</td> <td align="center">X</td> <td></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	TestAmerica Laboratories, Inc.	Corpus Christi, TX - USA	X																													
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<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>																																										
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																																										
<div style="text-align: right; margin-bottom: 10px;">             Signature of authorized agent of contracting business entity         </div> <div style="margin-bottom: 10px;"> <b>AFFIX NOTARY STAMP / SEAL ABOVE</b> </div> <div style="margin-bottom: 10px;">           Sworn to and subscribed before me, by the said <u>Raymond Meador</u>, this the <u>4</u> day of <u>April</u>, 20<u>14</u>, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">             Signature of officer administering oath         </div> <div style="width: 30%;"> <u>Eloise Marie White</u>            Printed name of officer administering oath         </div> <div style="width: 30%;"> <u>Notary</u>            Title of officer administering oath         </div> </div>																																										

**ADD ADDITIONAL PAGES AS NECESSARY**



[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015



## EXECUTIVE SUMMARY

City of Laredo (City) requires a laboratory to provide support for your analytical testing services for the Utilities Department. TestAmerica understands your requirements and will continue to provide premier quality analytical solutions, expertise, reliability and convenience at the best possible value. We have partnered with City of Laredo for many years and have proven ability to administer the required management structure and analytical support needed for your most sensitive and complex analytical laboratory needs.

We will continue to provide City of Laredo with the following benefits:

- ◆ Demonstrated performance in **meeting turnaround time** requirements
- ◆ Dedicated **Project Manager** and backup Project Manager well versed in City of Laredo reporting and invoicing requirements
- ◆ A fully documented, rigorous and comprehensive **QA/QC program**
- ◆ Reporting through TotalAccess, our online tool with access to real time sample status and results
- ◆ Access to **Experts** who can provide value added services to assist in solving various analytical and regulatory challenges
- ◆ Established and entrenched **safety procedures**
- ◆ The Nation's largest network of laboratories providing redundancy in support to ensure no disruption to operations
- ◆ Data security through an industry leading disaster recovery plan that ensures critical data are backed up continually, as well as a fully functional redundant data center
- ◆ Continued easy access to historical data to support diagnostics through trending and analysis

TestAmerica offers City of Laredo our unwavering commitment and extensive resources in support of your program. Moreover, using a laboratory with a successful history supporting your project provides you with the confidence that the laboratory understands your needs and can deliver. Because TestAmerica is already providing exemplary service, there are no concerns regarding implementation or potential downtime that could result from a transition to unproven providers thus eliminating all cost of change as well as eliminating all associated risks.

City of Laredo can be assured that TestAmerica is prepared to continue to provide the exemplary service that you require, and have come to expect.

TestAmerica is backed with a solid business foundation, financial strength and stability that have enabled us to create value for our customers, employees and shareholders through world-class service and environmental leadership.



## **PROPOSED SERVICES**

TestAmerica Corpus Christi is proposed to be the lead laboratory to provide the City's laboratory analytical testing services for water and wastewater samples. Additional support and backup capacity will be provided by our Houston and Savannah laboratories. City of Corpus Christi Water Utilities Laboratory will provide all Bacteria analysis.

TestAmerica understands the City's expectation that we effectively manage network and subcontract laboratories to meet the City's requirements. TestAmerica commits to providing seamless, effective management of our network laboratories and any subcontractor laboratories.

### **Sample Containers and Supplies**

TestAmerica will provide the City all the necessary sample containers, preservatives, supplies and instructions corresponding to the requested analyses. Our cost estimate includes the sample containers, packing material and coolers, delivered to the requested City location via ground transportation. A minimum of five business days' advance notice is needed to allow sufficient time to achieve timely delivery.

We obtain all sample containers from reputable manufacturers and meet all USEPA specifications.

We maintain the certificates of cleanliness provided by the suppliers as part of the laboratory documentation. In addition, TestAmerica lot tests all lots of 40-mL VOA vials for volatile organics by GC/MS and all lots of polyethylene bottles for common anions and trace-level metals.

TestAmerica does not supply wet ice or blue ice for sample shipment to the laboratory.

One benefit of our Laboratory Information Management System, (LIMS), is the integration of our bottle order and project management modules.

Your Project Manager will

- ◆ Quickly generate bottle orders that match your established project methods
- ◆ Provide you an inventory of bottles included in each order

Our sampling kits include ice chests, packing material and pre-labeled sample containers with preservatives corresponding to the required analyses, Chain of Custody documents, sampling instructions, and trip blanks if the City requires volatile organic analyses.

### **Return Shipping**

Because the City's location is outside the area of TestAmerica courier service, we will provide a return shipping label for sample shipment to the laboratory. Currently shipping of samples to the laboratory is via Greyhound Bus.



## **COMPANY OVERVIEW**

### **Laboratories**

Since 1982, Corpus Christi has been providing high quality environmental analyses in the Gulf Coast. The Corpus Christi laboratory offers full-service environmental analyses including organic, inorganic and classical chemistry techniques on a variety of matrices. The 15,000 square foot facility is staffed with 30 scientists and support personnel. Corpus Christi is NELAP accredited with the state of Texas and provides comprehensive analytical support services for RCRA, CERCLA, SDWA, CWA, NPDES, UST, AFCEE and other state and federal programs.

The Houston laboratory was established in 1989 to satisfy a need for high quality environmental analyses in the Gulf Coast. With 30,000 square feet of laboratory space staffed with over 60 professional scientists and support personnel, Houston provides comprehensive analytical support services for RCRA, CERCLA, SDWA, CWA, NPDES, UST, TRRP and other state programs. Our work group strategy ensures consistent delivery of quality data, personal service and timely project delivery at competitive prices, while our network approach provides backup capacity, as required.

The Savannah lab was founded in 1975 and now occupies a 55,000 sq. ft. custom designed facility. Our staff of 100 environmental professionals has built a nationwide reputation for consistent quality performance at competitive prices. Savannah specializes in custom project management services to meet our clients' project-specific needs.

Savannah maintains in-house capabilities to perform all commonly required analyses in support of CWA, SDWA, CERCLA, SARRA, NPDES, RCRA and Cluster rule for the Pulp & Paper industry. Savannah is often requested to assist our clients in achieving defensible low-level reporting limits or to perform method validations for non-routine target compounds. We assist clients in the design, validation and implementation of new technologies as required to achieve these goals.

### **Qualifications and Capabilities**

TestAmerica has worked with the City in partnership for many years to deliver the support needed in this environment. We understand your requirements and will continue to provide premier quality analytical solutions, expertise, reliability and convenience at the best possible value. TestAmerica, as the leader in environmental testing, has more capabilities and capacity than any other testing organization in the country to support your needs.

TestAmerica constantly monitors commitments made by our laboratories using a sophisticated forecasting database. We can reserve capacity by shifting other work to other TestAmerica laboratories or by shifting the work focus of cross-trained staff. We will ensure that the personnel necessary to perform your scope of work will be available.

TestAmerica instruments are selected from leading manufacturers based upon reliability, ease of operation and the ability to perform within the precision and accuracy criteria specified in stringent industry methods and protocols. All equipment in TestAmerica facilities is maintained in excellent physical condition to meet our rigorous performance goals.



## **Laboratory Information Management System (LIMS)**

TestAmerica uses our in-house laboratory information management systems (LIMS), to capture the data that must be stored, processed and report data.

### **Project Integration**

We designed LIMS to handle all aspects of information handling in the laboratory. LIMS records a variety of client project information:

- ◆ Required tests
- ◆ Required sampling containers
- ◆ Client contact information
- ◆ Report formats
- ◆ Pricing
- ◆ Reporting limits
- ◆ QC limits
- ◆ Required turnaround time

The laboratory uses the project information as a template for sample receipt, assuring rapid and accurate logins when samples arrive.

The project manager uses LIMS to order sampling containers and other supplies for your project. If your sampling events are repeated at regular intervals, we can automate shipping of containers to your sampling schedule.

### **Sample Tracking**

TALS has features that allow our project managers to login tests and monitor the status of samples in real-time at any location within our laboratory network. As incoming samples are logged into TALS, it notes sampling dates, sample temperatures and condition on receipt.

Sample receiving personnel scan and attach internal Chain of Custody documents as records in the login. They note any anomalies in the login in an internal non-conformance memo (NCM) system. The information goes to your project manager for discussion with you or to include in the final report.

Our analysts use LIMS to organize and prioritize sample analyses. Analysts select samples from backlogs and prepare them for analysis. They record sample preparation information, including sample weights and volumes, solvent lots and reagents used. Barcoded sample containers feed sample information directly into our instruments. Once the samples are analyzed, the analytical results are captured by the instrument software and exported into LIMS.



**Instrument Data**

Raw instrument data, including chromatograms and quantitation reports are captured from the instruments in native PDF format and sent to the integrated document management system. This data is retained by the system along with the raw data files. The analysts' process data from the instrument uploads, applying the reporting rules specified from the project. A supervisor then conducts a second-level quality review check. Analysts and supervisors are trained in the use of the NCM system, and make note of any anomalies or issues encountered with the samples or their analysis during the analytical process. For repeat sampling, analysts have access to historical data values.

**Data Quality and Integration**

LIMS is integrated across the TestAmerica laboratory network. Analyses may be conducted at multiple laboratories across the network; all information and analytical data is captured within the LIMS databases. Once all data is complete, the project manager reports the data.

Quality control and quality assurance are integrated into LIMS. All reporting limits, method detection limits and other laboratory QC limits for the laboratory network are held within the system. We designed LIMS to eliminate manual capture of data and transcription of written information. Instead, results and observations are captured directly at their source. Control charting of instrument data allows anyone in the lab to look at trends within quality control results.

**Information Security**

TestAmerica takes data security and integrity seriously. LIMS operates on standard hardware in a client/server model at each laboratory. We restrict access to the computer area by keyed entry. Each system has an uninterruptible power supply to ensure that we maintain hardware function. The databases are centrally located in our Denver data center. Denver has redundant hardware and real-time backups of data that are mirrored to our duplicate Houston datacenter on dedicated lines. The Houston datacenter provides real-time fail-over for LIMS, to provide maximum uptime. Additionally, we routinely generate tape backups and remove them to secure off-site facilities.



## **SERVICE**

### **Project Management**

TestAmerica's overall management approach focuses on the TestAmerica Project Manager (PM). The PM's role is to provide a single point-of-contact communication link between City and TestAmerica Corpus Christi. As such, the PM is a virtual member of the City team, whose responsibility it is to ensure that TestAmerica accomplishes City's analytical goals.

Nicole Boyken is the City's current PM and will remain your point of contact for this program. A trained, experienced backup is specifically designated for City in the event that Ms. Boyken, is unavailable, for any reason. In addition, Ms. Boyken is supported by each laboratory's management hierarchy, which includes the VP Operations, Laboratory Director, Operations Manager, Quality Assurance Manager and Client Relations Manager. These positions provide support in capacity and resource management, and ensure the level of quality and customer service that City expects.

### **Sample Login Requirements**

TestAmerica's normal office hours are 8 a.m. to 5 p.m., Monday through Friday. We accept sample shipments Monday through Saturday, and on Sundays as needed.

We realize that field sampling constraints may dictate your project schedule. Our sample receipt and laboratory working hours are flexible to meet your needs.

For weekend receipts, we need advance notice to ensure the appropriate laboratory personnel are available. If your project requires after-hours contact, we will provide telephone numbers for the appropriate TestAmerica personnel.

### **Turnaround Time**

TestAmerica commits to continuing to meet the current turnaround times. We calculate the turnaround time from the date of acceptable sample receipt by the laboratory to the date we provide the final report. We do not consider nationally recognized holidays, as well as Saturdays and Sundays, as business days.

We request that City coordinate all rush turnaround time requests with your Project Manager.

TestAmerica's LIMS tracks turnaround times on a real-time basis. Weekly, we generate and distribute reports of the turnaround time compliance to laboratory management and general managers.

### **Sample Analysis Plan**

#### **Sample Receipt**

When samples arrive at the laboratory, a designated sample custodian

- ◆ Inspects the cooler and custody seals
- ◆ Examines the contents of the cooler
- ◆ Records the cooler temperature
- ◆ Inspects all documents to ensure the samples received match the Chain of Custody (COC)



We will document any non-conformance, irregularity or compromised sample receipt and notify City immediately. If the cooler's temperature upon arrival exceeds the required or method specified temperature range, we consider the sample receipt compromised. A sample custodian will record the temperature deviation in the project documentation.

Once we check and verify sample(s), we log them into the LIMS. LIMS assigns each sample container a unique Sample Identification Number, which is cross-referenced to City's identification number. A sample custodian labels each sample container with its unique barcode for sample identification.

Within 24 hours of the completed login process, your Project Manager will email City the receipt confirmation and login summary.

If another laboratory, either network or external subcontractor, will be performing some of the analyses, we appropriately package and send out the samples under COC.

Following sample labeling, we place the sample(s) in an access-controlled storage area. We store all samples according to method requirements and in a manner preventing cross contamination or environmental contamination.

Unless specified by method or state regulation, we use a tolerance range of 0-6 degrees Celsius for samples that require cooling. We monitor and document the sample storage temperatures.

#### **Sample Preparation, Analysis**

As soon as we complete the sample login, LIMS notifies laboratory personnel of 1) samples that are ready for analysis 2) rush and short holding times so preparation and analysis can begin as soon as possible.

LIMS communicates the login information for each sample batch analysis group to the analyst. This includes identification of appropriate sample preparation, SOPs and extracts clean-up SOPs.

If an analyst encounters any issues during sample analysis, the analyst notifies the Project Manager. Your Project Manager will contact City to discuss, as appropriate. We capture any non-conformances in LIMS, and the quality assurance department tracks them. Your Project Manager monitors the status of the analyses through LIMS and through regular communication with any support laboratories.

#### **Data Processing**

The analyst executes the first tier review of all data at the bench level. The analyst is responsible for ensuring that the

- ♦ analytical data are correct and complete
- ♦ laboratory has followed the appropriate SOPs
- ♦ QC results are within acceptable limits.

The group leader/supervisor executes a second tier technical review.

Upon approval and release of the data, the Corpus Christi lab compiles the data and performs a third tier review for completeness.



**Reporting**

The laboratory will provide City with an analytical report and Electronic Data Deliverables (EDD) compliant with RFP specifications. We will submit all reports and EDDs to the City point of contact and upload them to TotalAccess.

If upon review, City determines that the results require contingency analyses, your Project Manager will initiate the appropriate notifications and analyses. We will report the results in the turnaround time specified, repeating the process in the above paragraphs.

**Sample Disposal and Return**

After we have completed the requested analyses, the sample custodian will maintain any remaining sample volume and sample extracts for a minimum of 30 days. Following that storage period, TestAmerica will dispose of samples, sample extracts and digestates in full compliance of disposal regulations.

**Data Archiving and Retrieval**

TestAmerica's records retention policy requires that we retain all data and project records for a minimum of five years. This includes all data reports and raw data associated with those reports, including:

- ◆ COC information
- ◆ Instrument tuning and calibration records
- ◆ Analytical raw data

We also archive all other pertinent data, not associated with a specific project, including SOPs, standards preparation records, instrument maintenance logs, etc. for a minimum of five years.

Our standard practice is to maintain all records, except for original COCs, in electronic format for long-term data storage. We archive the final reports in electronic Adobe PDF format, and store them on a server accessible to the client, upon request.

**Inventory Tracking**

TestAmerica Corpus Christi uses the LIMS to track all samples within the laboratory. The laboratory will maintain internal COC of samples, including samples we hold for future analysis and long-term storage. The laboratory also maintains an extract archival system. We maintain a record of the sample and extract inventory from sample receipt, storage and archival to final sample deposition.

**Data Management**

TestAmerica produces data deliverables that are compliant with the respective federal, state and project requirements. TestAmerica will provide various types of data reports, based on your project's needs.

Our laboratories provide data results in your selected electronic format directly from our proprietary Laboratory Information Management System (LIMS). Our automated data upload eliminates the need for manual data entry from the laboratory instruments including all organics, metals and some automated wet chemistry tests. For any wet chemistry tests that require manual data entry, TestAmerica's Quality Program requires that the supervisor or another analyst verify all data entry prior to updating it in LIMS. The analyst and/or supervisor signs the original log sheets to confirm the accuracy of the manual entry. Typically, the same analyst (s) who prepared and/or reviewed the hard copy reports produces the electronic deliverables. The



EDD programs extract the data from the same LIMS database libraries, as those used to create the hard copy report.

Our standard and expanded deliverables include the following items:

Standard, Level II Report	Expanded, Level IV Report
Case Narrative Executive Summary Method Number Chain of Custody Sample Summary Analytical results by sample QC section Method Blank, LCS and any site-specific Matrix Spike/Spike Duplicates (MS/MSD)	Standard, Level II report Shipping documents Raw data, including instrument printouts and chromatograms

Sample results are immediately available on TotalAccess. And we email the data in an electronic file and/or PDF format to the appropriate City contact when the analysis of the sample group is completed.

An example City of Laredo Report is provided as Attachment 1

### TotalAccess

TotalAccess makes it easy for City to manage all aspects of your project, 24 hours a day, seven days a week, all in one place.

City authorized personnel, with individual levels of security, can log on to the City password-protected site and retrieve the information you need, when you need it:

- ◆ Compare regulatory limits to your data
- ◆ Trend data across sampling events and projects
- ◆ Consolidate multiple sample events into one Electronic Data Deliverable
- ◆ Obtain project status updates for data results, EDDs and other documents
- ◆ Download project documentation including invoices, reports, EDDs and COCs

TotalAccess is a valuable key to an organized, well-communicated project. To learn more about the features of TotalAccess, please visit our website:

<https://secure.testamericainc.com/TotalAccess/Account/login>



## DEDICATION

### Key Personnel

TestAmerica prides itself on the quality of its personnel. The dedicated staff of experienced professional chemists and technicians is the key element in the laboratory's quality data. The majority of staff have a Bachelors Degree or higher in Chemistry, Biology, Environmental Science or another related field.

The key personnel are listed in the tables below with their title, educational experience and year started in the analytical industry.

Name	Position	Degree/ Discipline	Experience Start	TestAmerica Start
Chip Meador	Laboratory Director	MS Botany & Ecology	1982	1988
Ken Busch	Quality Assurance Manager	BS Biology	1997	2002
Luke Orchard	Quality Assurance Assistant	BS Biomedical Science	2010	2010
Gayland Fisher	Organics Department Manager	AS Science	1977	1987
John Mathewson	EH&S Coordinator / Inorganics Department Manager	BS Geology/Chemistry	1981	1989
Nichole Boyken	Project Manager	BA Geoscience	2008	2014

Resumes of the key personnel are provided as Attachment 2.

### Safety Training

TestAmerica maintains a rigorous, documented Environmental Health & Safety (EH&S) training program. All new hires must complete an EH&S orientation training before beginning their first assignment. The covered subjects include the corporate and facility safety manual(s), hazardous communication, PPE, emergency procedures, waste management, transportation safety and general policies.

Upon completion of the training, the employee and the trainer sign all training forms. Annually, TestAmerica conducts mandatory refresher training for all operation's staff. Monthly topics include hazardous communication, review changes to safety manual, PPE, emergency procedures, waste management, fire extinguisher use, proper back lifting, handling of glassware safely, and general storage of hazardous materials, carcinogen review and ergonomics. Each laboratory has mandatory weekly or monthly safety training/reminders, which include a variety of topics, including safety incidents.

TestAmerica documents and retains all training records. Training records are considered private and will be available for review during an audit.

TestAmerica's Environmental Health & Safety Manual which explains our training program and expectations is provided as Attachment 3.

TestAmerica's Corpus Christi's Hazardous Waste Management Program is provided as Attachment 4.



## **QUALITY**

### **QA/QC Overview**

TestAmerica is committed to providing the highest quality data in the environmental testing industry. To ensure that our data meets City's requirements and complies with all regulations, we maintain a quality system that is clear, effective, well communicated and supported at all levels of the organization.

Our quality system is completely consistent with NELAC and all proposed laboratories hold NELAC accreditation.

### **Corporate Quality Assurance Program**

We designed our quality system to minimize systemic error, encourage constructive, documented problem solving and provide a framework for continuous improvement. Our corporate quality manual defines our business policies, management practices, and laboratory operations for quality control, quality assessment and quality improvement.

Supervised by our Corporate Quality Director, TestAmerica's quality program and culture of quality is a product of our organizational design, comprehensive training programs, and industry leading systems of checks and balances.

### **Laboratory Quality Assurance Program**

Each TestAmerica Laboratory has a dedicated Quality Manager, who is independent of the laboratory operations and reports directly to the Corporate Quality Director.

The Quality Manager is responsible for the establishment, general overview and maintenance of the analytical quality assurance program within the laboratory, including oversight of the QA/QC programs and providing initial quality systems training to all new personnel and annual refresher training for all staff.

Each laboratory maintains a Quality Assurance Manual (QAM) describing the specific Quality System at the laboratory level, including conformance with regulatory requirements in the jurisdiction where the work is performed.

A copy of Corpus Christi's Quality Assurance Manual is provided as Attachment 5.

Monthly, corporate and local management review the quality program to assess the effectiveness of the quality systems. The quality metrics reports contain statistics on defined quality metrics, and discuss improvements and weaknesses of the individual laboratory's quality system. The performance and improvement statistics include these key items:

- ◆ Client Complaints
- ◆ Internal and External Audits
- ◆ Proficiency Test Studies
- ◆ Corrective Actions
- ◆ SOP and MDL Completion
- ◆ Accreditation Status



## **Ethics Policy**

TestAmerica's policy and practice is to conduct its business with honesty and integrity, to produce accurate and useable environmental analytical test results and related services, and to provide employees with guidelines leading to an understanding of the ethical and quality standards expected of them. Full cooperation is required by the entire TestAmerica staff.

This policy extends to all business and operational aspects, including analyses, data production, data review and reporting. TestAmerica management at all levels is committed to:

- ♦ Adhering to this ethic policy (which includes all the best practices exemplified in ACIL's Environment Laboratory Data Integrity Initiative),
- ♦ Providing the necessary resources for its implementation and enforcement, and
- ♦ Ensuring that any attempt to compromise this policy will not be accepted.

Annually, TestAmerica conducts Ethics Refresher Training Sessions for all employees to reaffirm our commitment and policies. At that time, each employee signs a statement of understanding, affirming their intent to take an active role in upholding the high ethical standards of the TestAmerica organization.

It is the responsibility of all employees to promptly report to management any information regarding suspected/witnessed violations of the ethics policy. TestAmerica maintains both a Data Integrity Hot Line and a confidential website, SolvAnon, for this purpose.

We ensure that we have been following our annual ethics training. Training records are available upon an audit. We have included our Ethics Policy as Attachment 6.

## **QA/QC Team**

### **Quality Assurance Manager, Ken Busch**

The Quality Assurance (QA) manager ensures the laboratory's continuous implementation of TestAmerica's quality systems and Quality Assurance Manual (QAM) to meet the requirements set forth in the Corporate Quality Management Plan (CQMP).

The QA manager performs, or supervises, the maintenance of QA records, the maintenance of certifications and accreditations, the submission of monthly QA Reports, and assists in reviewing new work, as needed. The QA Manager has the final authority to accept or reject data, and to stop work in progress in the event that procedures or practices compromise the validity and integrity of analytical data.

The QA manager is available to any employee at the facility to resolve data quality or ethical issues and is independent of laboratory operations. The laboratory QA manager has a direct line reporting relationship to the Corporate Quality Director.

### **Quality Assurance Coordinator, Luke Orchard**

Primary responsibilities of this position include maintenance of accreditations for the states of Texas and Oklahoma, PT study certification and reporting, maintenance of laboratory quality systems, SOP maintenance, corrective action reporting and periodic ethics training.

Mr. Busch and Mr. Orchard's resume is provided in Attachment 2.



### **TNRCC and EPA Detection Level Regulations**

TestAmerica will continue to meet the detection levels as approved by the City to meeting regulatory guidelines. TestAmerica complies with the most current versions of analytical methods/protocols. We communicate any modifications to test methods to the City for approval prior to analysis. We will also inform the City of any new methods or method modifications that may improve data quality or functionality.

### **Standard Operating Procedures**

TestAmerica maintains extensive Standard Operating Procedures (SOPs), which accurately reflect all phases of laboratory activities, including test methods, data integrity and corrective actions.

These instructions are available in the laboratory for the operation of equipment as well as for the handling and preparation of samples. Non-analytical SOPs include sampling, handling, transport, storage and preparation of samples.

All relevant instructions, SOPs, reference methods and manuals are readily available to all staff. We document modifications of published methods in the laboratory's approved SOPs, and include the rationale for the modification.

A comprehensive listing of the laboratory SOPs has been provided as Attachment 7. SOPs are available for review during an audit.

### **Performance Testing**

All TestAmerica laboratories participate semiannually in Proficiency Testing (PT) programs in support of their National Environmental Laboratory Accreditation Conference (NELAC) and State certification requirements. TestAmerica's laboratories' PT performance scores are routinely in the upper ten percentile.

In addition to the PT program required for NELAC accreditation, TestAmerica facilities participate in a number of PT programs managed by other state agencies, clients, and by TestAmerica itself. Private contractors or government programs such as USACE may submit additional PT samples. These PT samples may be submitted as known performance evaluation tests, or as blind or double-blind samples. Periodic double-blind performance audits are conducted by TestAmerica to assess all aspects of laboratory performance, from project management handling of project initiation through analysis, reporting and invoicing.

At a minimum, Performance Tests (PTs) are conducted semi-annually in conformance with the NELAP requirements. Any results determined to be outside the Acceptable range are investigated as non-conformances and resolved.



A summary of Corpus Christi's PT results for the last 3 years follows.

PT Program	Report Date	Total Reported	Total Accepted	Score (%)
Phenova Microbiology WPM0113	2/13/2013	5	5	100.0
Phenova Water Pollution WP0113	3/15/2013	537	532	99.1
Phenova Hazardous Waste (soil) HW0113	3/28/2013	257	254	98.8
Phenova Underground Storage Tank UST0113	3/8/2013	16	16	100.0
Phenova Microbiology WPM0713	8/15/2013	5	5	100.0
Phenova Water Pollution WP0713	9/6/2013	522	518	99.2
Phenova Hazardous Waste (soil) HW0713	8/23/2013	252	243	96.4
<b>2013 Totals:</b>		<b>1594</b>	<b>1573</b>	<b>98.7</b>
Phenova WP0114	01/01/14	523	517	98.85
Phenova WP0714	07/01/14	527	524	99.43
Phenova SO HW0114	01/01/14	256	251	98.05
Phenova SO HW0714	07/01/14	253	248	98.02
Phenova WPM0114	01/01/14	5	5	100.00
Phenova WPM0714	07/01/14	5	5	100.00
Phenova UST RR-12576	01/01/14	17	1	5.88
Phenova UST R-13546	7/1/2014	17	17	100.00
<b>2014 Totals:</b>		<b>1603</b>	<b>1568</b>	<b>97.8</b>
Phenova Rapid Return Ignitability	2/20/2015	1	1	100.0
Phenova WPM0115	2/26/2015	4	4	100.0
RR-TX1005-USTW1	3/2/2015	4	4	100.0
RR-TX1005-USTW2	3/2/2015	4	4	100.0
RR-TX1005-USTS1	3/2/2015	4	4	100.0
RR-TX1005-USTS2	3/2/2015	4	4	100.0
Phenova WP0115	3/12/15	485	475	97.9
Phenova HW0115	4/10/15	227	226	99.6
Phenova R15690	8/25/2015	16	16	100.0
Phenova WP0715	9/4/2015	473	465	98.3
Phenova HW0715	9/23/2015	227	226	99.6
Phenova R16370 - WP for new Nitrate method	10/30/2015	3	1	33.3
Phenova R16275 - WP for 1664	10/30/2015	1	1	100.0
Phenova R16274 - HW for 7471	10/30/2015	1	1	100.0
<b>2015 Totals:</b>		<b>1454</b>	<b>1432</b>	<b>98.5</b>

We have provided the last 3 years of Performance Evaluations and Certification as Attachment 8.



## External Audits

TestAmerica cooperates fully with regulatory authorities and clients. We maintain an open-door policy and invite all clients to audit and verify the laboratory's systems. The laboratory makes every effort to provide auditors with access to personnel, documentation and assistance.

The majority of our laboratories host a wide variety of external audits performed throughout the year by clients and state/federal regulatory agencies. The full audit findings and responses are available upon request during an audit.

## Internal Audits

We conduct internal audits of our laboratories to assess the degree of adherence to TestAmerica policies, procedures and standards, and to verify compliance with regulatory and client requirements.

The QA Manager plans and organizes the internal audit(s) using personnel independent of the area being evaluated. We perform these audits on an ongoing basis:

- ◆ Performance Audits
- ◆ Systems Audits
- ◆ Data (Report) Audits
- ◆ Analyst/Instrument Data Authenticity Audits
- ◆ Spot Assessments
- ◆ Compliance Audits

A comprehensive **Quality Systems** audit is performed on an annual basis for each operating or functional area in the laboratory. This audit evaluates compliance to analytical methods and SOPs, client and state requirements, NELAC policies, company data integrity, ethics policies, and the effectiveness of the internal controls of the quality system.

**Quality Assurance technical data** audits are based on client projects and the method performed. Reported results are compared to raw data to verify the authenticity of the data reported. Sufficient data are reviewed to ensure each method performed by the laboratory is subjected to a QA technical audit on a two-year frequency at a minimum.

**SOP Method Compliance** audits are conducted for each SOP on a two-year basis. This review is performed by technically qualified personnel and includes evaluation of the SOP to ensure compliance with method requirements, and evaluation of operational staff to ensure compliance with the stated SOP. Department of Defense (DoD) laboratories conduct this audit and review annually.

TestAmerica also participates in **Performance Testing (PT)** audits on a semiannual basis through analysis of PT samples provided by a third-party supplier.

Routine data review processes are also part of the quality inspection process. Technical and client service personnel subject all analytical data to multiple levels of review prior to release to the client.

In addition, TestAmerica QA personnel conduct comprehensive corporate audits of each laboratory on an annual basis.



All audit and assessment results are reported to laboratory and corporate management.

### Types of Internal Audits and Frequency

Description	Performed by	Frequency
Quality Systems	QA Department or Designee	All areas of the laboratory annually
QA Technical Audits Evaluate raw data versus final reports Analyst integrity Data authenticity	QA Department or Designee	All methods within a two-year period, with at least 15% of methods every quarter
SOP Method Compliance	Technical Director	All SOPs within a two-year period (All SOPs within a one-year period for DoD labs) All new analysts or new analyst/methods within three months of Initial DOC
Special	QA Department or Designee	Surveillance or spot checks performed as needed
Proficiency Testing	Analyst(s) with QA oversight	Two successful per year for each NELAC field of testing or as dictated by regulatory requirements

### Certifications

Each of the laboratories we propose for this project/program hold certifications for the parameters each would support. We are committed to maintaining these certifications to support City programs for the duration of this contract and into the future.

We maintain accreditations with sufficient redundancy between laboratories to enable work sharing on national, regional and local levels.

TestAmerica's Quality Systems are compliant with current NELAP standards. TestAmerica is active within the NELAC community. We chair a number of committees, and participate in the development and implementation of national standards.

Laboratory	Accrediting Authority	Lab ID #	Expiration Date
TestAmerica Corpus Christi	Texas Commission on Environmental Quality	T104704210-16-17	3/31/2016
TestAmerica Houston	Texas Commission on Environmental Quality	T104704223-15-18	10/31/2016
TestAmerica Savannah	Texas Commission on Environmental Quality	T104704185-15-8	11/30/2016
City of Corpus Christi Water Utilities Laboratory	Texas Commission on Environmental Quality	T104704386-15-13	6/30/2016

Copies of each labs NELAP Certification including their field of testing are provided as Attachment 9.



## EXPERIENCE

### References

TestAmerica meets the City's needs and provides the right solution to continue supporting this contract. We have successfully supported numerous municipal programs. The following references may be contacted to demonstrate our experience and quality service.

<p><b>City of Laredo</b> 5816 Daugherty Ave. Laredo, TX 78041 Adrian Montemayor, (956)721-2000</p> <p><b>Regulatory Oversight:</b> TCEQ</p> <p><b>Period of Performance:</b> 2006 to present</p>	<p>Analytical support for analysis on multiple waste treatment facilities.</p> <p>TestAmerica Corpus Christi and Houston labs provide VOCs, SVOCs, Metals, plus other organic and inorganic analysis.</p> <ul style="list-style-type: none"> <li>◆ Provide UDS Level 2 report.</li> <li>◆ Periodic rush samples (24 hr) TAT</li> <li>◆ Provide bottle drop off and sample pickup services</li> </ul>
<p>Edwards Aquifer 900 E. quincy San Antonio, TX 78215 Mark Hamilton (210)222-2204</p> <p><b>Regulatory Oversight:</b> TCEQ</p> <p><b>Period of Performance:</b> 2010 to present</p>	<p>Analytical support for analysis on Edwards Aquifer Authority.</p> <p>TestAmerica Corpus Christi provides VOCs, SVOCs, Metals, plus other organic and inorganic analysis.</p> <ul style="list-style-type: none"> <li>◆ Provide UDS Level 2 report</li> <li>◆ Periodic rush samples (24 hr) TAT</li> <li>◆ Provide bottle drop off and sample pickup services</li> </ul>
<p>City of Public Service San Antonio, TX 78215 Terri Kremek (210)353-4018</p> <p><b>Regulatory Oversight:</b> TCEQ</p> <p><b>Period of Performance:</b> 2000 to present</p>	<p>Analytical support for PCB identification and management program.</p> <p>TestAmerica Corpus Christi provides VOCs, SVOCs, Metals, plus other organic and inorganic analysis.</p> <ul style="list-style-type: none"> <li>◆ Provide UDS Level 2 report</li> <li>◆ Periodic rush samples (24 hr) TAT</li> <li>◆ Provide bottle drop off and sample pickup services</li> </ul>



## **Clarifications**

### ***Insurance***

Sections 12.0 and 19.0, Insurance Requirements: TestAmerica does not provide copies of our policies to clients. TestAmerica will be happy to provide an insurance certificate as evidence of our coverage, which we believe is quite adequate to protect TestAmerica and our clients.

### ***SERWM***

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

## **CLOSING**

### **Availability to Commence Services**

TestAmerica is ready to commence services immediately after successful contract award and to continue our support, demonstrate our quality laboratory and our customer service.



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

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

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**SUBJECT**

Discussion with possible action to discontinue the contracting process with Honeywell Building Solutions located at 3823 Stahl Road, San Antonio, TX 78021 for the city-wide Energy Efficiency Project for the Utilities Department due to funding issues.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On January 19, 2016 City Council selected Honeywell Building Solutions as the engineering consultants , based on submitted qualifications per the Request for Qualifications (RFQ) - Energy Efficiency, and authorized the City Manager to negotiate a contract with consultants.

**BACKGROUND**

The City of Laredo Utilities Department solicited Request for Qualifications (RFQ) - for Energy Efficiency project was advertised on October 4, 2015 and the RFQ was closed on October 30, 2015. A total of six (6) licensed engineering firms responded to the request, and staff from various departments reviewed the qualifications submittals to grade firms based on: 1) Specialized experience of firm; 2) Project personnel; 3) Approach to work; and, 4) Other considerations.

**COMMITTEE RECOMMENDATION**

Finance and Operations Committee

**STAFF RECOMMENDATION**

Approval of Motion

---

**Fiscal Impact**

<b>Fiscal Year:</b>	2016
<b>Budgeted Y/N?:</b>	y
<b>Source of Funds:</b>	2011 Sewer Revenue Bond
<b>Account #:</b>	559-4285-538-0307



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

**FINANCIAL IMPACT:**

Yes

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**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

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

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**SUBJECT**

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of April 2016, represent a decrease of \$10,414.78. 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 Collection Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

Approval

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**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 \$10,414.78".

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**Attachments**

April 2016 Adjustments

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TAX ADJUSTMENT LISTING  
 4/01/16 - 4/30/16  
 BY TRANSACTION DATE  
 RECAP TOTALS BY ENTITY/YEAR

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 10	.00	.00	.00	81.69-	141.22	.00	.00	.00
LARE 11	.00	.00	.00	61.28-	141.22	.00	48.35	48.35-
LARE 12	.00	.00	.00	61.28-	141.22	.00	48.35	48.35-
LARE 13	.00	.00	.00	12.93-	141.22	.00	.14	.28-
LARE 14	.00	204.48	.00	226.59-	3040.12	.00	892.94	883.20-
LARE 15	.00	362.88	.00	18548.54-	14082.23	.00	18817.13	14541.40-
LARE TOTALS	.00	567.36	.00	18992.31-	17687.23	.00	19806.91	15521.58-
OMIT 11	19.24	.00	.00	.00	.00	.00	.00	.00
OMIT 12	19.24	.00	.00	.00	.00	.00	.00	.00
OMIT 13	19.24	.00	.00	.00	.00	.00	.00	.00
OMIT 14	157.47	.00	.00	.00	.00	.00	.00	.00
OMIT 15	1435.68	.00	.00	.00	.00	.00	.00	.00
OMIT TOTALS	1650.87 ✓	.00	.00	.00	.00	.00	.00	.00
RP10 10	.00	.00	.00	.00	14.12	.00	.00	.00
RP10 TOTALS	.00	.00	.00	.00	14.12	.00	.00	.00
RP11 11	.00	.00	.00	.00	14.12	.00	.00	.00
RP11 TOTALS	.00	.00	.00	.00	14.12	.00	.00	.00
RP12 12	.00	.00	.00	.00	14.12	.00	.00	.00
RP12 TOTALS	.00	.00	.00	.00	14.12	.00	.00	.00
RP13 13	.00	.00	.00	.00	14.12	.00	.00	.00
RP13 TOTALS	.00	.00	.00	.00	14.12	.00	.00	.00
RP14 14	.00	.00	.00	.00	14.12	.00	.00	.00
RP14 TOTALS	.00	.00	.00	.00	14.12	.00	.00	.00
SUPP 13	.00	.00	.00	48.34-	.00	.00	48.34	48.34-
SUPP 14	366.73	.00	.00	.00	28.03	.00	.00	.00
SUPP 15	6608.27	.00	.00	.00	2.28	.00	.00	4285.33-
SUPP TOTALS	6975.00 ✓	.00	.00	48.34-	30.31	.00	48.34	4333.67-
TOTALS	8625.87 ✓	567.36	.00	19040.65- ✓	17788.14	.00	19855.25	19855.25-

2015 <18,548.54>  
 PRIOR <443.77>  
 OMIT 1,435.68  
 OMIT P. 215.19  
 SUPP 6,608.27  
 SUPP P. 318.39

<10,414.78>

APRIL 2016

2015 <18,548.54>  
 PRIOR <443.77>  
 OMIT 1,435.68  
 OMIT P. 215.19  
 SUPP 6,608.27  
 SUPP P. 318.39

<10,414.78> C.C. AGENDA



ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL
LARE 10	.00	.00	.00	.00	.00	141.22	CREDIT REFUND
LARE 11	.00	.00	.00	.00	.00	141.22	CREDIT REFUND
LARE 11	48.35	.00	.00	.00	.00	48.35	TRANSFERS FROM
LARE 11	.00	.00	.00	.00	.00	48.35	TRANSFERS TO
LARE 12	.00	.00	.00	.00	.00	141.22	CREDIT REFUND
LARE 12	48.35	.00	.00	.00	.00	48.35	TRANSFERS FROM
LARE 12	.00	.00	.00	.00	.00	48.35	TRANSFERS TO
LARE 13	.00	.00	.00	.00	.00	141.22	CREDIT REFUND
LARE 13	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
LARE 13	.09	.01	.02	.04	.00	.28	TRANSFERS TO
LARE 14	.00	11.47	1.91	.00	.00	191.10	PAYMENT REFUND
LARE 14	.00	.00	.00	.00	.00	3040.12	CREDIT REFUND
LARE 14	431.28	68.22	65.48	105.36	.00	222.60	TRANSFERS FROM
LARE 14	617.86	62.60	88.08	42.73	.00	892.94	TRANSFERS TO
LARE 15	.00	20.46	3.50	.00	.00	71.93	PAYMENT REFUND
LARE 15	.00	.00	.00	.00	.00	338.92	TRANSFERS FROM
LARE 15	13227.73	108.96	29.61	42.84	.00	14082.23	CREDIT REFUND
LARE 15	1386.03	72.44	24.30	7.77	.00	18817.13	TRANSFERS FROM
LARE 15	11751.73	74.06	11.90	97.68	.00	14541.40	TRANSFERS TO
OMIT TOTALS	.00	.00	.00	.00	.00	10628.35	22539.92
RP10 10	.00	.00	.00	.00	.00	14.12	CREDIT REFUND
RP10 TOTALS	.00	.00	.00	.00	.00	14.12	14.12
RP11 11	.00	.00	.00	.00	.00	14.12	CREDIT REFUND
RP11 TOTALS	.00	.00	.00	.00	.00	14.12	14.12
RP12 12	.00	.00	.00	.00	.00	14.12	CREDIT REFUND
RP12 TOTALS	.00	.00	.00	.00	.00	14.12	14.12
RP13 13	.00	.00	.00	.00	.00	14.12	CREDIT REFUND
RP13 TOTALS	.00	.00	.00	.00	.00	14.12	14.12
RP14 14	.00	.00	.00	.00	.00	14.12	CREDIT REFUND
RP14 TOTALS	.00	.00	.00	.00	.00	14.12	14.12
SUPP 13	48.34	.00	.00	.00	.00	.00	TRANSFERS FROM
SUPP 13	.00	.00	.00	.00	.00	48.34	TRANSFERS TO
SUPP 14	.00	.00	.00	.00	.00	28.03	CREDIT REFUND
SUPP 15	.00	.00	.00	.00	.00	2.28	CREDIT REFUND
SUPP 15	4264.55	17.82	2.96	.00	.00	.00	4285.33
SUPP TOTALS	4216.21	17.82	2.96	.00	.00	18.03	4255.02
TOTALS	7535.52	56.24	14.86	97.68	.00	10680.92	18355.50

2015 11,841.70  
 Prior <89.97>  
 Supp <4,264.55>  
 Supp P. 48.34  
 7,535.52 ✓



PREPARED 4/29/16, 18:19:52  
 PROGRAM TX420L  
 City of Laredo

TAX ADJUSTMENT LISTING  
 4/01/16 - 4/30/16  
 BY TRANSACTION DATE  
 RECAP TOTALS BY ADJUSTMENT CODE

All account types  
 All roll codes

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ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	1137.97	1137.97-
BANK	.00	.00	.00	81.69-	.00	.00	.00	.00
CBR	.00	567.36	.00	.00	17788.14	.00	.00	.00
EXRE	.00	.00	.00	145.20-	.00	.00	158.26	158.26-
OTAX	1650.87	.00	.00	.00	.00	.00	67.22	67.22-
OTHR	.00	.00	.00	.00	.00	.00	1081.30	1081.30-
SCE	851.62	.00	.00	46.44-	.00	.00	1353.62	1353.62-
SCE1	.00	.00	.00	845.04-	.00	.00	845.04	845.04-
SDA	.00	.00	.00	147.91-	.00	.00	466.72	466.72-
SDNE	.00	.00	.00	41.91-	.00	.00	96.70	96.70-
SDVH	.00	.00	.00	629.60-	.00	.00	1686.92	1686.92-
SENV	518.45	.00	.00	.00	.00	.00	.00	.00
SFRZ	20.78	.00	.00	.00	.00	.00	.00	.00
SJUR	.00	.00	.00	72.29-	.00	.00	1366.36	1366.36-
SLHS	.00	.00	.00	9.63-	.00	.00	191.10	191.10-
SO65	.00	.00	.00	6985.04-	.00	.00	264.43	264.43-
SPRO	.00	.00	.00	4191.58-	.00	.00	187.60	187.60-
SREH	498.65	.00	.00	191.10-	.00	.00	195.44	195.44-
SSPT	5085.50	.00	.00	5422.32-	.00	.00	642.35	642.35-
SVET	.00	.00	.00	230.90-	.00	.00	4331.22	4331.22-
TRNF	.00	.00	.00	.00	.00	.00	479.72	479.72-
TOTALS	8625.87	567.36	.00	19040.65-	17788.14	.00	19855.25	19855.25-



PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
10 CBR	.00	.00	.00	.00	.00	155.34	155.34	CREDIT REFUND
15 TOTALS	.00	.00	.00	.00	.00	155.34	155.34	
11	48.35	.00	.00	.00	.00	.00	48.35	TRANSFERS FROM
11 CBR	.00	.00	.00	.00	.00	48.35-	48.35-	TRANSFERS TO
11 TOTALS	48.35	.00	.00	.00	.00	155.34	155.34	CREDIT REFUND
12	48.35	.00	.00	.00	.00	106.99	155.34	
12 CBR	.00	.00	.00	.00	.00	.00	48.35	TRANSFERS FROM
12 TOTALS	48.35	.00	.00	.00	.00	155.34-	48.35-	TRANSFERS TO
13	48.34	.00	.00	.00	.00	106.99	155.34	CREDIT REFUND
13 APCR	.00	.00	.00	.00	.00	.00	48.34	TRANSFERS FROM
13 CBR	.00	.00	.00	.00	.00	48.34-	48.34-	TRANSFERS TO
13 OTHR	.00	.00	.00	.00	.00	.00	14-	TRANSFERS TO
13 TRNF	.00	.00	.00	.00	.00	155.34	155.34	CREDIT REFUND
13 TOTALS	48.25	.01-	.02-	.02-	.00	.00	.14	TRANSFERS FROM
14	71.93	.00	.00	.00	.00	107.00	155.20	TRANSFERS TO
14 APCR	.00	.00	.00	.00	.00	.00	71.93	TRANSFERS FROM
14 CBR	.00	.00	.00	.00	.00	71.93-	71.93-	TRANSFERS TO
14 OTHR	.00	11.47	1.91	.00	.00	204.08	204.08	TRANSFERS FROM
14 TRNF	308.97	59.96	56.58	.00	.00	191.10	204.48	PAYMENT REFUND
14 TOTALS	586.17-	58.81-	83.66-	92.44	.00	3082.27	3082.27	CREDIT REFUND
15	50.38	8.26	8.90	36.76-	.00	.00	517.95	TRANSFERS FROM
15 APCR	31.69-	3.79-	4.42-	12.92	.00	18.52	765.40-	TRANSFERS TO
15 CBR	186.58-	17.09	20.69-	5.97-	.00	.00	98.98	TRANSFERS FROM
15 OTHR	7626.25	.00	.00	62.63	.00	3424.04	45.87-	TRANSFERS TO
15 TRNF	.00	.00	.00	.00	.00	.00	3296.49	
15 TOTALS	.00	.00	.00	.00	.00	.00	71.93	TRANSFERS FROM
16	.00	.00	.00	.00	.00	71.93-	71.93-	TRANSFERS TO
16 APCR	.00	.00	.00	.00	.00	204.08	204.08	TRANSFERS FROM
16 CBR	1062.98-	55.41-	19.44-	.00	.00	191.10	204.48	PAYMENT REFUND
16 OTHR	.00	20.46	3.50	.00	.00	3082.27	3082.27	CREDIT REFUND
16 TRNF	.00	.00	.00	.00	.00	.00	517.95	TRANSFERS FROM
16 TOTALS	145.20	10.16	2.90	.00	.00	.00	765.40-	TRANSFERS TO
17	475.93	34.10	10.34	.00	.00	18.52	98.98	TRANSFERS FROM
17 APCR	175.32-	6.73-	1.92-	.00	.00	.00	45.87-	TRANSFERS TO
17 CBR	4310.44	17.81	2.97	.00	.00	3424.04	45.87-	TRANSFERS TO
17 OTHR	.00	.00	.00	.00	.00	.00	71.93	TRANSFERS FROM
17 TRNF	669.91	46.89	13.40	.00	.00	7626.25-	7626.25-	TRANSFERS TO
17 TOTALS	7577.15	28.12-	5.90-	7.77-	.00	933.89	933.89	TRANSFERS FROM
18	7535.52	56.24	14.86-	35.07	.00	1137.83-	1137.83-	TRANSFERS TO
19	.00	.00	.00	.00	.00	362.88	362.88	PAYMENT REFUND
20	.00	.00	.00	.00	.00	14084.51	14084.51	CREDIT REFUND
21	.00	.00	.00	.00	.00	158.26-	158.26-	TRANSFERS FROM
22	.00	.00	.00	.00	.00	563.21	563.21	TRANSFERS TO
23	.00	.00	.00	.00	.00	315.90-	315.90-	TRANSFERS FROM
24	.00	.00	.00	.00	.00	4331.22	4331.22	TRANSFERS TO
25	.00	.00	.00	.00	.00	4331.22-	4331.22-	TRANSFERS FROM
26	.00	.00	.00	.00	.00	5204.30	5204.30	TRANSFERS TO
27	.00	.00	.00	.00	.00	5257.27-	5257.27-	TRANSFERS FROM
28	.00	.00	.00	.00	.00	6780.56	14437.79	TRANSFERS TO
29	.00	.00	.00	.00	.00	.00	18355.50	
30	.00	.00	.00	.00	.00	.00	18355.50	
31	.00	.00	.00	.00	.00	.00	18355.50	
32	.00	.00	.00	.00	.00	.00	18355.50	
33	.00	.00	.00	.00	.00	.00	18355.50	
34	.00	.00	.00	.00	.00	.00	18355.50	
35	.00	.00	.00	.00	.00	.00	18355.50	
36	.00	.00	.00	.00	.00	.00	18355.50	
37	.00	.00	.00	.00	.00	.00	18355.50	
38	.00	.00	.00	.00	.00	.00	18355.50	
39	.00	.00	.00	.00	.00	.00	18355.50	
40	.00	.00	.00	.00	.00	.00	18355.50	
41	.00	.00	.00	.00	.00	.00	18355.50	
42	.00	.00	.00	.00	.00	.00	18355.50	
43	.00	.00	.00	.00	.00	.00	18355.50	
44	.00	.00	.00	.00	.00	.00	18355.50	
45	.00	.00	.00	.00	.00	.00	18355.50	
46	.00	.00	.00	.00	.00	.00	18355.50	
47	.00	.00	.00	.00	.00	.00	18355.50	
48	.00	.00	.00	.00	.00	.00	18355.50	
49	.00	.00	.00	.00	.00	.00	18355.50	
50	.00	.00	.00	.00	.00	.00	18355.50	
51	.00	.00	.00	.00	.00	.00	18355.50	
52	.00	.00	.00	.00	.00	.00	18355.50	
53	.00	.00	.00	.00	.00	.00	18355.50	
54	.00	.00	.00	.00	.00	.00	18355.50	
55	.00	.00	.00	.00	.00	.00	18355.50	
56	.00	.00	.00	.00	.00	.00	18355.50	
57	.00	.00	.00	.00	.00	.00	18355.50	
58	.00	.00	.00	.00	.00	.00	18355.50	
59	.00	.00	.00	.00	.00	.00	18355.50	
60	.00	.00	.00	.00	.00	.00	18355.50	
61	.00	.00	.00	.00	.00	.00	18355.50	
62	.00	.00	.00	.00	.00	.00	18355.50	
63	.00	.00	.00	.00	.00	.00	18355.50	
64	.00	.00	.00	.00	.00	.00	18355.50	
65	.00	.00	.00	.00	.00	.00	18355.50	
66	.00	.00	.00	.00	.00	.00	18355.50	
67	.00	.00	.00	.00	.00	.00	18355.50	
68	.00	.00	.00	.00	.00	.00	18355.50	
69	.00	.00	.00	.00	.00	.00	18355.50	
70	.00	.00	.00	.00	.00	.00	18355.50	
71	.00	.00	.00	.00	.00	.00	18355.50	
72	.00	.00	.00	.00	.00	.00	18355.50	
73	.00	.00	.00	.00	.00	.00	18355.50	
74	.00	.00	.00	.00	.00	.00	18355.50	
75	.00	.00	.00	.00	.00	.00	18355.50	
76	.00	.00	.00	.00	.00	.00	18355.50	
77	.00	.00	.00	.00	.00	.00	18355.50	
78	.00	.00	.00	.00	.00	.00	18355.50	
79	.00	.00	.00	.00	.00	.00	18355.50	
80	.00	.00	.00	.00	.00	.00	18355.50	
81	.00	.00	.00	.00	.00	.00	18355.50	
82	.00	.00	.00	.00	.00	.00	18355.50	
83	.00	.00	.00	.00	.00	.00	18355.50	
84	.00	.00	.00	.00	.00	.00	18355.50	
85	.00	.00	.00	.00	.00	.00	18355.50	
86	.00	.00	.00	.00	.00	.00	18355.50	
87	.00	.00	.00	.00	.00	.00	18355.50	
88	.00	.00	.00	.00	.00	.00	18355.50	
89	.00	.00	.00	.00	.00	.00	18355.50	
90	.00	.00	.00	.00	.00	.00	18355.50	
91	.00	.00	.00	.00	.00	.00	18355.50	
92	.00	.00	.00	.00	.00	.00	18355.50	
93	.00	.00	.00	.00	.00	.00	18355.50	
94	.00	.00	.00	.00	.00	.00	18355.50	
95	.00	.00	.00	.00	.00	.00	18355.50	
96	.00	.00	.00	.00	.00	.00	18355.50	
97	.00	.00	.00	.00	.00	.00	18355.50	
98	.00	.00	.00	.00	.00	.00	18355.50	
99	.00	.00	.00	.00	.00	.00	18355.50	
100	.00	.00	.00	.00	.00	.00	18355.50	

TOTALS

18355.50



PREPARED 4/29/16, 17:39:30  
PROGRAM TX450L  
City of Laredo

4/01/16 - 4/29/16 UPDATED THRU 4/30/16  
TAX YEAR 2015 ALL ROLL CODES

GEO-BASED  
ALL ENTITIES  
PAGE 78

	PREVIOUS BALANCES	TRANSACTIONS THIS PERIOD			NET ADJUSTMENTS	ENDING BALANCES
		ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS		
- BASE TAX BILLED	75,037,887.13		7,055.72	17,560.31-	10,504.59-	75,027,382.54
- BASE TAX PAID	68,779,051.61	753,244.59	149.58-	7,427.57-	7,577.15-	69,524,719.05
+/- BASE PAID FROM DEFERRED ADJUSTMENTS TO UNPAID TAX						
= OUTSTANDING BASE TAX	6,258,835.52					5,502,663.49

CHARGES LEVIED  
CHARGES PAID  
+/- ADJUSTMENTS TO UNPAID CHARGES  
= OUTSTANDING CHARGES

OTHER PAID:

PENALTY	224,035.82	50,515.50	12.03-	27.13-	39.16-	274,512.16
INTEREST	46,924.63	18,366.27	4.56-	1.29-	5.85-	65,285.05
COLLECTION FEE	8,744.39	10,820.92	35.07-		35.07-	19,530.24
DISCOUNT						
UNAPPLIED	58,390.63	8,742.16	1.24	6,781.80-	6,780.56-	60,352.23
DEFERRED						
TOTAL PAID	69,117,147.08	841,689.44	200.00-	14,237.79-	14,437.79-	69,944,398.73



PREPARED 4/29/16, 17:39:30  
PROGRAM TX450L  
City of Laredo

4/01/16 - 4/29/16 UPDATED THRU 4/30/16  
TAX PERIOD-TO-DATE RECAP  
FINAL TOTALS ALL ROLL CODES

GEO-BASED  
ALL ENTITIES  
PAGE 79

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	1096,885,650.98					
- BASE TAX PAID	1086,750,494.01	841,984.19	7,637.64	18,052.42-	10,414.78-1096,875,236.20	
- BASE PAID FROM DEFERRED			12.51-	7,523.01-	7,535.52-1087,584,942.68	
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	10,132,422.94				9,287,559.49	

CHARGES LEVIED  
CHARGES PAID  
+/- ADJUSTMENTS TO UNPAID CHARGES  
= OUTSTANDING CHARGES

OTHER PAID:

PENALTY	21,158,575.86	60,400.26	4.37	60.61-	56.24-	21,218,919.88
INTEREST	6,907,946.45	41,804.02	15.94	1.08-	14.86	6,949,765.33
COLLECTION FEE	10,755,419.00	27,883.08	9.04-	88.64-	97.68-	10,783,204.40
DISCOUNT						
UNAPPLIED	54,194.21	9,751.03	1.24	10,682.16-	10,680.92-	53,264.32
DEFERRED						
TOTAL PAID	1125,626,629.53	981,822.58		18,355.50-	18,355.50-1126,590,096.61	



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assistant City Manager

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

---

**SUBJECT**

Authorizing the City Manager to approve change order No. 5, with an increase of fifty-seven (57) working days and no increase in contract amount to the construction contract with Vision Construction Company, Inc., San Antonio, Texas, for the Jefferson Water Treatment Plant Administration Building and Learning Center Project. This change order was due to rain days and delays caused by conflict of proposed storm drain with the existing raw water lines that impacted the work. The contract sum remains at \$4,700,047.51 and the new total completion period is five hundred forty (540) working days. There is no financial impact to the contract. **(Approved by the Operations Committee)**

**PREVIOUS COUNCIL ACTION**

On January 21, 2014, City Council awarded the construction contract to Vision Construction for a contract sum of \$4,505,352.43 and a completion period of two hundred fifty (250) working days.

On July 21, 2014, City Council approved change order No. 1, amounting to \$107,044.88 with an additional one hundred twenty-six (126) working days (total 376 working days) to the contract due to additional days required for both the artist's and general contractor's contract to complete the work at the same time. The change order was to account for the general contractor's overhead costs due to the time extension.

On October 6, 2014, City Council approved change order No. 2, amounting to \$52,216.99 with an additional eighty (80) working days (total 456 working days) to the contract due to additional work for furnishing and installation of geogrid, compaction of crushed limestone and select fill over the entire building footprint plus additional 5-ft, and supervision cost.

On June 1, 2015, City Council approved change order No. 3 with an additional 27 working days to the contract due to rain days and no increase in contract sum.

On September 21, 2015 City Council approved change order No. 4, amounting to \$35,433.21 to the contract due to the excavation of unsuitable materials from site and compact imported dirt to replace unsuitable materials, and change of design for storm drain concrete junction box due to conflict with existing raw water pipes. There was no change in contract period for this change order.

**BACKGROUND**



~~Description

Amount Working days ~~Description

Amount Working days This change order was due to rain days impacting the progress of work, and problems arise due to the design conflict for storm drain and storm drain concrete junction box with existing raw water pipes.

Description	Amount	Working Days
Original Contract	\$4,505,352.43	250
Change Order #1	\$107,044.88	126
Change order #2	\$52,216.99	80
Change order #3	\$0	27
Change order #4	\$35,433.21	0
Change order #5	\$0	57
Total.....	\$4,700,047.51	540

### COMMITTEE RECOMMENDATION

Operations and Finance Committee

### STAFF RECOMMENDATION

Approval of Motion

---

### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial impact

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### Attachments

CO#5

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**AIA****Document G701™ – 2001****Change Order**

**PROJECT** (Name and address):  
 City of Laredo - Jefferson Water  
 Treatment Plant Administration Building  
 2519 Jefferson Street  
 Laredo, Texas 78040

**CHANGE ORDER NUMBER:** 005**DATE:** May 3, 2016**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**FIELD:** ☐**OTHER:** ☐**TO CONTRACTOR** (Name and address):

Vision Construction Co.  
 6019 McPherson Rd, Ste 1  
 Laredo, Texas 7804

**ARCHITECT'S PROJECT NUMBER:** 1009**CONTRACT DATE:** March 6, 2014**CONTRACT FOR:** General Construction**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The following Change Order (Change Order No. 05) shall be for time only. The time to be added to the contract is due to the weather delays that have occurred since April 2015. The contractor is requesting for 57 days to be added to the contract due to the aforementioned weather related delays and delays due to a discovery of an unforeseen waterline. The contractor has submitted these delays in writing and has included letters which shall be attached to this document.

The original Contract Sum was	\$ 4,505,352.43
The net change by previously authorized Change Orders	\$ 194,695.08
The Contract Sum prior to this Change Order was	\$ 4,700,047.51
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0
The new Contract Sum including this Change Order will be	\$ 4,700,047.51

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 8, 2016

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Metaform Studio Architects

**ARCHITECT** (Firm name)6909 Springfield Ave., Suite 107, Laredo,  
Texas 78041**ADDRESS****BY** (Signature)

Juan Romero Sanchez, AIA

(Typed name)

**DATE**

Vision Construction Co

**CONTRACTOR** (Firm name)6017 McPherson Rd, Ste 1  
Laredo, Texas 78041**ADDRESS****BY** (Signature)

(Typed name)

**DATE**

City of Laredo

**OWNER** (Firm name)

1110 Houston Street, Laredo, Texas 78040

**ADDRESS****BY** (Signature)

Jesus M. Olivares

(Typed name)

**DATE**



Jefferson Water Treatment Plant Administration Building

Change Order 005

Signatures Continuation Page

RECOMMEND APPROVAL:

ATTESTED BY:

APPROVED AS TO FORM BY:

UTILITIES DIRECTOR

5816 Daugherty Ave.  
Laredo, Texas 78041

ADDRESS

Riazul Mia, P.E. CFM  
(Typed name)

DATE

CITY SECRETARY

1110 Houston Street  
Laredo, Texas 78040

ADDRESS

Herbeto L. "Beto" Ramirez  
(Typed name)

DATE

CITY ATTORNEY

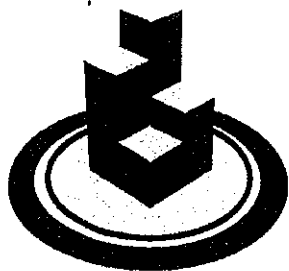
1110 Houston Street  
Laredo, Texas 78040

ADDRESS

Raul Casso  
(Typed name)

DATE





# VISION CONSTRUCTION COMPANY, INC.

C O M M I T T E D   T O   E X C E L L E N C E

Revised: May 2, 2016

Ed Quiroga  
Metaform Studio  
6909 Springfield, Ste. 107  
Laredo, Texas 78041

**SL #: 010 – Rain Days and Site Water Line Condition Delays**

**RE: Jefferson WTP Administrative Building**

Mr. Quiroga,

Per our records, the following are the dates we have noted as rain days and days that we were not able to work due to the site condition after the rain and delays due to Waterline unforeseen site condition.


- |  |         |
|--|---------|
| 1. Number of rain days the City would accept with precipitation more than 0.1-in .....   | 13 days |
| 2. Number of days unable to work due to site conditions .....                            | 19 days |
| 3. Number of days delayed by existing raw water pipelines and proposed storm drain ..... | 25 days |

Total .....57 working days

As of this day, we have been affected a total of 57 working days due to these conditions and request extension to our contract time frame.

Please feel free to contact us with any comments.

Regards,

  
James J. Ruiz  
Project Manager



# JWTP - Administration Building Rain Days from April 2015 to April 2016

Year	Month	Date	Day of week	Precipitation (in)	Dates Unable to work Due to site Conditions	Comments
2015	April	10	Fri.	0.04		< 0.1"
		11	Sat.	1.86		Weekend
		12	Sun.	0.34		Weekend
			Mon.		13	
		14	Tue.	1.3		
			Wed.		15	
			Thu.		16	
		17	Fri.	0.71		
			Sat.		18	Weekend
			Sun.		19	Weekend
	May	21	Tue.	T		< 0.1"
		22	Wed.	0.03		< 0.1"
		27	Mon.	0.2		
		11	Mon.	2.29		
		12	Tue.	0.07		Heavy rain on 5/11/16
			Wed.		13	
			Thu.		14	
			Sat.		16	Weekend
		21	Thu.	1.4		
			Fri.		22	
		23	Sat.	1.84		Weekend
			Sun.		24	Weekend
			Mon.		25	Memorial Day
			Tue.		26	
			Wed.		27	
		29	Fri.	0.23		
		30	Sat.	3.68		Weekend
			Sun.		31	Weekend



# JWTP - Administration Building Rain Days from April 2015 to April 2016

Year	Month	Date	Day of week	Precipitation (in)	Dates Unable to work Due to site Conditions	Comments
2015	June		Wed.		13	
			Thu.		14	
		16	Tue.	T		< 0.1"
		19	Fri.	0.02		< 0.1"
		20	Sat.	0.04		Weekend
		21	Sun.	1.00		Weekend
			Mon.		22	
		23	Tue.			Heavy rain on 6/21/16
			Wed.		24	Heavy rain on 6/21/16
			Thu.		25	Heavy rain on 6/21/16
			Fri.		26	No Rain
		27	Sat.	0.02		Weekend
		30	Tue.	0.02		< 0.1"
					31	No 31st in June
			Wed.	T	1	< 0.1"
			Thu.		2	No Rain
2015	July		Fri.		3	Independent Day
		31	Fri.	0.06		< 0.1"
	August	20	Thu.	0.03		< 0.1"
		11	Fri.	1.17		
	September		Sat.		12	Weekend
			Sun.		13	Weekend
	October	9	Fri.	1.41		
			Sat.		10	Weekend
			Sun.		11	Weekend
		24	Sat.	2.15		Weekend
			Sun.		25	Weekend
			Mon.		26	
			Tue.		27	
		30	Fri.	0.03		< 0.1"



# JWTP - Administration Building Rain Days from April 2015 to April 2016

Year	Month	Date	Day of week	Precipitation (in)	Dates Unable to work Due to site Conditions	Comments
2015	December	12	Sat.	0.05		Weekend
		13	Sun.	0.02		Weekend
			Mon.		14	< 0.1"
		30	Wed.	0.04		< 0.1"
		31	Thu.	0.01		< 0.1"
2016	January	1	Fri.	0.66		New Year's day
		2	Sat.	1.21		Weekend
			Sun.		3	Weekend
			Mon.		4	
			Tue.		5	
	February	6	Wed.	0.01		< 0.1"
		22	Mon.	0.01		< 0.1"
		8	Tue.	0.04		< 0.1"
		9	Wed.	0.39		
		10	Thu.	1.79		
	March	11	Fri.	1.73		
			Sat.		12	Weekend
			Sun.		13	Weekend
			Mon.		14	
		18	Fri.	0.02		< 0.1"
	April	9	Sat.	0.15		Weekend
			Sun.		10	Weekend
		20	Wed.	0.25		
			Thu.		21	

Total No. of Rain Days Accepted ..... 13

Total No. of Days Unable to work ..... 19



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

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**SUBJECT**

**2016-R-60** Ratifying the recorded dedication of a 20' wide right-of-way located on the 2600 block of East Del Mar Boulevard by Mr. Jose Luis Viejo de los Santos. Said tract of land containing 9,246.80 sq. ft. (0.2123 of an Acre), out of the 16.00 Acre Tract, conveyed to Ferman Inc., a Texas Corporation, as recorded in Volume 2796, page 508-523, of the Official Public Records of Webb County, Texas; said 9,246.80 sq. ft. Tract is more particularly described on attached, Exhibit "A".

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

City has plans to alleviate traffic by widening the South side of Del Mar Boulevard, to finalize right-of-way continuity and promote traffic safety in the surrounding area.

The property owner has executed and recorded the the dedication to the City of a twenty-foot-wide (20') Right-of-Way for construction improvements that will approximately run 720 Linear Feet. The estimated construction cost to the City for the widening is \$100,000.00.

City finds that it is in the best interest of the City of Laredo to accept the dedication of the above-referenced tract, as described on the attached Exhibit "A"

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends passage of this resolution.



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

**FINANCIAL IMPACT:**

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**Attachments**

Resolution 2016-R-60  
Exhibit A (Final Survey)

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## **RESOLUTION 2016-R-060**

**Ratifying the recorded dedication of a 20' wide right-of-way located on the 2600 block of East Del Mar Boulevard by Mr. Jose Luis Viejo de los Santos. Said tract of land containing 9,246.80 sq. ft. (0.2123 of an Acre), out of the 16.00 Acre Tract, conveyed to Ferman Inc., a Texas Corporation, as recorded in Volume 2796, page 508-523, of the Official Public Records of Webb County, Texas; said 9,246.80 sq. ft. Tract is more particularly described on attached, Exhibit "A".**

**WHEREAS**, City has plans to alleviate traffic by widening the South side of Del Mar Boulevard, to finalize right-of-way continuity and promote traffic safety in the surrounding area; and

**WHEREAS**, the property owner has dedicated the twenty-foot-wide (20') Right-of-Way for construction improvements that will approximately run 720 Linear Feet. The estimated construction cost to the City for the widening is \$100,000.00; and

**WHEREAS**, the dedication has been recorded on May 6, 2016 in Volume 4042, Page 287-290, Webb County Official Public Records; and

**WHEREAS**, City finds that it is in the best interest of the City of Laredo to ratify the recorded dedication of the above-referenced tract, as described on the attached Exhibit "A".

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

It hereby ratifies the acceptance of the recorded dedication of a 20' wide right-of-way located on the 2600 block of East Del Mar Boulevard by Mr. Jose Luis Viejo de los Santos:

Said tract of land containing 9,246.80 sq. ft. (0.2123 of an Acre), out of a 16.00 Acre Tract, conveyed to Ferman Inc., a Texas Corporation, as recorded in Volume 2796, page 508-523, of the Official Public Records of Webb County, Texas; said 9,246.80 sq. ft. Tract is more particularly described on attached, Exhibit "A".

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF MAY, 2016.



By: \_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

By: \_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: \_\_\_\_\_  
SYLVIA MOLINA  
ASSISTANT ATTORNEY





**CITY OF LAREDO  
ENGINEERING DEPARTMENT**

**METES AND BOUNDS DESCRIPTION  
FOR A 9,246.80 SQ.FT. (0.2123 OF AN ACRE) TRACT OF LAND**

A tract of land containing 9,246.80 sq.ft. (0.2123 of an Acre), out of the 16.00 Acre Tract, of the Ferman Inc., a Texas Corporation, as recorded in volume 2796, pages 508-523, of the Official Public Records of Webb County, Texas, in the City of Laredo, Webb County, Texas; said 9,246.80 sq.ft Tract is more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin on the northwest corner of Lot No. 1, Block No. 1, of the Alexander Ranch Millenia Professional Plaza, as recorded in volume 28, page 52, of the Plat Records, of Webb County, Texas; for the **POINT OF BEGINNING** of this tract herein described;

THENCE, N22°23'39"W, along the east boundary line of this tract of land, a distance of 20.00 feet, to a PK Nail on asphalt, for an exterior corner and point of deflection to the left;

THENCE, S67°36'21"W, along the north boundary line of this tract of land, a distance of 462.34 feet, to a set iron pin, for an exterior corner and point of deflection to the left;

THENCE, S22°23'39"E, along the west boundary line of this tract of land, a distance of 20.00 feet, to a found iron pin, on the northerly east corner of Lot No. 1, Block No. 1, of the Lago Del Mar Subdivision, Unit 11, as recorded in volume 20, page 80, of the Plat Records, of Webb County, Texas, for an exterior corner and point of deflection to the left;

THENCE, N67°36'21"E, along the south boundary line of this tract of land, a distance of 462.34 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 9,246.80 sq.ft., (0.2123 of an Acre), in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from record information available made under my supervision on this 7th. Day of April, 2016.

WITNESS MY HAND AND SEAL THIS 12th. DAY OF APRIL, 2016.

  
\_\_\_\_\_  
ROGELIO RIVERA, City Engineer  
R.P.L.S. Texas No. 3052





I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from an actual survey on the ground and from record information made under my supervision this 7th day of April 2016.

*Rogelio Rivera*  
Rogelio Rivera P.E.  
Texas R.P.L.S. No. 3052

LAGO DEL MAR LTD.  
Vol. 229, Pg. 887, O.P.R.W.C.T.  
(UNPLATTED)

20' R.O.W. Dedication  
1.3073 Acs., Vol. 1489,  
Pgs. 796-798, R.P.R.W.C.T.

Edge of Asphalt

S22°23'39"E  
20.00'

30'x50'  
Access  
Easement

LOT 1, BLOCK 1,  
LAGO DEL MAR SUBD.  
UNIT 11

Vol. 20, Pg. 80, P.R.W.C.T.

AREA:  
9,246.80 Sq.Ft.  
(0.2123 of an Acre)

16.00 ACRE TRACT

OWNER:  
FERMAN INC., a Texas Corporation,  
as per warranty deed recorded in  
Vol. 2796, Pgs. 508-523,  
O.P.R.W.C.T.

### POINT OF BEGINNING

A found iron pin on the northwest corner of Lot 1, Block 1, of the Alexander Ranch Millenia Professional Plaza, as per Vol. 28, Pg. 52, P.R.W.C.T.



SCALE : 1" = 60'

Unit 2 12-03-15  
D:/Civil 3D 2015 Projects/Surveys/2015/delmar widen4

## SURVEY

of  
A 9,246.80 sq.ft. (0.2123 of an Acre) Tract of Land, Being out of the 16.00 Acre Tract, of the Ferman Inc., a Texas Corporation, as recorded in vol. 2796, pgs. 508-523, O.P.R.W.C.T., in the City of Laredo, Webb County, Texas.

DRAWN :	C. Chapa	DATE :	04-07-16
CHECKED :	R. Rivera, P.E.		04-07-16

**CITY OF LAREDO**  
ENGINEERING DEPARTMENT  
1110 HOUSTON ST.  
LAREDO, TX. 78040

### Reference Monuments:

IP at the NW corner of Lot 1, Block 1, of the Alexander Ranch Millenia Professional Plaza.

IP at the northerly east corner of Lot 1, Block 1, of the Lago Del Mar Subd. Unit 11.

### Basis for Bearings:

The bearings for this survey were based on the Alexander Ranch Millenia Professional Plaza, as per Vol. 28, Pg. 52, P.R.W.C.T.

## LEGEND

- ◇ FIRE HYDRANT
- POWER POLE
- SAN. SEWER MH.
- ⊕ FND. IRON PIN
- ⊙ SET IRON PIN
- ⊗ PK NAIL
- D.R.W.C.T. DEED RECORDS WEBB COUNTY, TEXAS.
- P.R.W.C.T. PLAT RECORDS WEBB COUNTY, TEXAS.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS.
- R.P.R.W.C.T. REAL PROPERTY RECORDS WEBB COUNTY, TEXAS.

SIDEWALK

DEL MAR BLVD.

Barb Wire Fence

Edge of Asphalt

15' Offsite Utility Easement

40' AEP Transmission Line Easement  
Vol. 1696, Pgs. 473-484, D.R.W.C.T.

50' Building Setback

30' Gas line Easement  
Vol. 633, Pgs. 12-19, D.R.W.C.T.

N22°23'39"W  
20.00'

LOT 1, BLOCK 1,  
ALEXANDER RANCH MILLENIA  
PROFESSIONAL PLAZA  
Vol. 28, Pg. 52, P.R.W.C.T.

100' R.O.W.



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Raymond E. Garner, Chief of Police

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**SUBJECT**

**2016-R-62** Authorizing the City Manager to apply for a grant in the estimated amount of \$1,425,525.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire six (6) new police officers for a period of three years. The 2016 COPS grants provide up to 75 percent funding of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full-time sworn career law enforcement officer over the three-year (36-month) grant period with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000.00 per officer position. Funding is available under the COPS Hiring Program.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Twenty years after the Violent Crime Control and Law Enforcement Act of 1994 was signed into Law, the COPS Office continues to support the efforts of law enforcement agencies across the country as they develop creative and innovative ways to deal with long standing community problems and public safety issues. To date, the COPS Office has funded the addition of nearly 127,000 officers to over 13,000 state, local, and tribal law enforcement agencies to advance community policing in small and large jurisdictions across the nation. Since 1995, the City of Laredo has been awarded funding to hire approximate 183 officers cadet positions including these 6 positions. The COPS statutory non supplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, and Bureau Indian Affairs (BIA) funds that would have been dedicated towards sworn officers positions if federal funding had not been awarded. CHP grant funds must not be used to supplant (replace) local funds, that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



Staff recommends that City Council approve this Resolution as presented.

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**Fiscal Impact**

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

**FINANCIAL IMPACT:**

No financial impact at this time.

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**Attachments**

Resolution to Apply 2016-R-62

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**Resolution #2016-R-62**

**Authorizing the City Manager to apply for a grant in the estimated amount of \$1,425,525 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire six (6) new police officers for a period of three years. The 2016 CHP grants provide up to 75 percent funding of the approved entry level salaries and fringe benefit of each newly hired and/or rehired full-time sworn career law enforcement officer over the three-year (36-month) grant period with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position. Funding is available under the COPS Hiring Program.**

**WHEREAS**, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

**Whereas**, the Police Chief recommends that Council authorize the amendment of the budget; and

**WHEREAS**, the Police Chief recommends that City Council authorize this grant application for the hiring of 6 police officer cadets and that the City of Laredo create these positions under the COPS Hiring Program (CHP); and

**WHEREAS**, according to the Department of Justice COPS guidelines, the City of Laredo must absorb the full-cost of these six (6) officers after the third year of COPS grant funding expires; and

**WHEREAS**, the City Council finds that such an application should be made and will be beneficial to the city; and

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

**Section 1:** The City of Laredo Police Department will utilize an estimate amount of \$1,425,525 in grant funding from the United States Department of Justice under the COPS Hiring Program in order to hire six (6) new police officers.

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY



APPROVED AS TO FORM:

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RAUL CASSO, CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Laredo Fire Department

**Staff Source:** Steve E. Landin

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**SUBJECT**

**2016-R-63** Authorizing the City Manager to enter into and execute a Memorandum of Agreement between Texas A&M International University and the Laredo Fire Department for the purpose of providing students an opportunity to apply knowledge and skills gained in the classroom in a clinical setting.

**PREVIOUS COUNCIL ACTION**

In July 2011, City Council approved a 5 year contract with Texas A&M International University.

**BACKGROUND**

This Memorandum of Agreement between Texas A&M International University and the City of Laredo Fire Department provide a mutual interest for students in the program to experience clinical care. Laredo Fire Department will provide staff and students access to all facilities and resources.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that this resolution be approved as presented.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact.

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## **Attachments**

LFD-TAMIU Affiliation Agreement  
Res. 2016-R-63

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## **CLINICAL LEARNING EXPERIENCES AGREEMENT**

This agreement is by and between **TEXAS A&M INTERNATIONAL UNIVERSITY** ("TAMIU"), a part of The Texas A&M University System ("TAMUS") and an agency of the State of Texas, on behalf of the **COLLEGE OF NURSING & HEALTH SCIENCES** ("CONHS"), and **CITY OF LAREDO FIRE DEPARTMENT** (TAMIU and CONHS, each a "party" or "Party" and collectively, the "parties" or "Parties").

CONHS, through its nursing education program, Dr. F.M. Canseco School of Nursing ("Program") offers a course of study for nursing. A critical component of the Program is providing nursing students ("Students") with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

CONHS and **CITY OF LAREDO FIRE DEPARTMENT** share a mutual interest in providing students in the Program with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

It is mutually agreed by CONHS and **CITY OF LAREDO FIRE DEPARTMENT** as follows:

### **I. PURPOSE OF AGREEMENT**

This agreement sets forth the terms under which **CITY OF LAREDO FIRE DEPARTMENT** will provide CONHS faculty, staff and students access to all its facilities consistent with the purpose of this agreement. This agreement also establishes the manner in which CONHS will access **CITY OF LAREDO FIRE DEPARTMENT** facilities so that the wellbeing of the clinical site, staff and patients will not be jeopardized.

### **II. TERM OF AGREEMENT**

This agreement shall become effective on July 2016 and shall remain in effect through July 2021 unless sooner terminated as provided in this agreement. Either party may terminate this agreement without cause by giving thirty (30) days written notice to the other. CONHS's students scheduled to participate in the clinical learning experience at the time of any such termination shall be allowed to complete their assigned rotations.

### **III. SCOPE OF THE CLINICAL LEARNING EXPERIENCE**

**CITY OF LAREDO FIRE DEPARTMENT** hereby agrees to provide its facilities to CONHS and CONHS agrees to the usage of such facility according to the terms and conditions described herein. The faculty and students in the Program may utilize **CITY OF LAREDO FIRE DEPARTMENT** facilities for educational activities associated with the clinical learning experience through observation and supervised training. TAMIU, CONHS or **CITY OF LAREDO FIRE DEPARTMENT** will not incur financial obligation to each other as a result of this agreement. The parties acknowledge ultimate responsibility for all patient care remains with **CITY OF LAREDO FIRE DEPARTMENT** and students will not provide services apart from its educational value.



#### IV. CONHS RESPONSIBILITIES

CONHS agrees to:

1. Select students for the participation in the clinical learning experience, selecting only those students with a satisfactory record in the Program and who have met CONHS requirements;
2. The decision to exclude or remove students from the clinical learning experience will be the sole decision of CONHS and will be adhered to by **CITY OF LAREDO FIRE DEPARTMENT**;
3. Provide **CITY OF LAREDO FIRE DEPARTMENT** with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical learning experience rotation;
4. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved CONHS functions, such as granting degrees and advising students;
5. Make representatives of CONHS available to **CITY OF LAREDO FIRE DEPARTMENT** for assistance and consultation as the need arises and when possible;
6. Appoint in writing one or more representatives of CONHS to communicate with the clinical learning experience representative during the course of planning for student placement at **CITY OF LAREDO FIRE DEPARTMENT**;
7. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that students are at **CITY OF LAREDO FIRE DEPARTMENT**;
8. Advise students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by CONHS and **CITY OF LAREDO FIRE DEPARTMENT**;
9. Ensure students attend clinical learning experience orientation, if required by **CITY OF LAREDO FIRE DEPARTMENT**;
10. Provide **CITY OF LAREDO FIRE DEPARTMENT** with written clinical learning experience objectives for each level of student assigned to **CITY OF LAREDO FIRE DEPARTMENT**; and
11. Prepare clinical learning experience rotation schedules; ensure that **CITY OF LAREDO FIRE DEPARTMENT** receives the student schedule before their assignment.



12. Provide to **CITY OF LAREDO FIRE DEPARTMENT**, when requested, the following information regarding students:

- a. Proof of personal liability insurance coverage to be carried by each student in an amount no less than \$1,000,000.00 per incident with a maximum total coverage of \$3,000,000.00;
- b. Proof of each student's current immunizations as required;
- c. Proof of current basic life support training for health care providers; and
- d. Confidentiality statements executed by each student in a form the same or similar to **Exhibit A** attached to this agreement.

13. Educate students on **CITY OF LAREDO FIRE DEPARTMENT** communicable disease reporting guidelines.

#### **V. CITY OF LAREDO FIRE DEPARTMENT RESPONSIBILITIES**

1. Provide an on-site clinical learning experience which is pertinent and meaningful for students;
2. Designate and inform CONHS of a liaison to schedule hours for students participating in the clinical learning experience;
3. Accept from CONHS a number of students appropriate to staff, space and operations of **CITY OF LAREDO FIRE DEPARTMENT**;
4. Allow authorized representatives of CONHS to participate in the clinical learning experience planning;
5. Make representatives of **CITY OF LAREDO FIRE DEPARTMENT** available to CONHS for assistance and consultation as the need arises and when possible;
6. Encourage and allow students to gain properly supervised clinical learning experiences appropriate to each student's level of knowledge and training;
7. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training;
8. Immediately provide medical care in the event of acute injury or illness experienced by a student while participating in the clinical learning experience; the cost of such health care to be the sole responsibility of the student;



9. Initiate the documentation process for student exposures as well as notifying CONHS for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures;
10. Make necessary determinations to exclude students from individual patient care. CONHS and students will adhere to this decision.
11. Upon making necessary decision to deny a student access to the health care facility, send written notice to CONHS. CONHS and students will adhere to this decision upon receipt of said notice.
12. Provide adequate space for student-faculty conferences.
13. Provide training to students regarding the confidentiality requirements of **CITY OF LAREDO FIRE DEPARTMENT**.

## **VI. CONHS AND CITY OF LAREDO FIRE DEPARTMENT MUTUAL RESPONSIBILITIES**

CONHS and **CITY OF LAREDO FIRE DEPARTMENT** agree to:

1. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TAMIU and **CITY OF LAREDO FIRE DEPARTMENT** will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities; admission policies; other programs or employment, unless and except if a person's status directly and adversely interferes with his or her ability to perform assigned duties and cannot be reasonably accommodated.
2. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at **CITY OF LAREDO FIRE DEPARTMENT** and eligible students enrolled in the Program who desire to be educated at **CITY OF LAREDO FIRE DEPARTMENT**.
3. This agreement does not prevent **CITY OF LAREDO FIRE DEPARTMENT** from participation in any other program. Nor does this agreement prevent CONHS from placing students with other licensed health care facilities.
4. There will be on-going, open communication between CONHS and **CITY OF LAREDO FIRE DEPARTMENT** to promote understanding of the expectations and roles of both institutions in providing the clinical learning experience for students. CONHS and **CITY OF LAREDO FIRE DEPARTMENT** representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.



5. Either CONHS or **CITY OF LAREDO FIRE DEPARTMENT** may remove a student participating in the clinical learning experience if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with **CITY OF LAREDO FIRE DEPARTMENT** only with the written approval of both CONHS and **CITY OF LAREDO FIRE DEPARTMENT**.
6. At no time shall CONHS students be considered representatives, employees or agents of CONHS or **CITY OF LAREDO FIRE DEPARTMENT**. CONHS students are not eligible to receive payment for services rendered, replace or substitute for a CONHS or **CITY OF LAREDO FIRE DEPARTMENT** employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of CONHS or **CITY OF LAREDO FIRE DEPARTMENT**.
7. TAMIU and **CITY OF LAREDO FIRE DEPARTMENT** each acknowledge that neither party assumes liability for actions taken by students during the time that they participate in the clinical learning experience with **CITY OF LAREDO FIRE DEPARTMENT**.
8. TAMIU is not responsible for providing personal liability or medical insurance covering students.
9. As an agency of the State of Texas, TAMIU may not agree to indemnify or hold any party harmless from any liability or expenses. Neither party to this agreement shall be required to indemnify or hold the other harmless unless ordered to do so by a court of competent jurisdiction.
10. CONHS and **CITY OF LAREDO FIRE DEPARTMENT** agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this agreement.

## **VII. FERPA**

For purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), **CITY OF LAREDO FIRE DEPARTMENT** agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA attached as Exhibit B.

## **VIII. HIPAA**

TAMIU and **CITY OF LAREDO FIRE DEPARTMENT** agree that:

1. **CITY OF LAREDO FIRE DEPARTMENT** is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");



2. to the extent that CONHS students are participating in the Program [and CONHS faculty are providing supervision at **CITY OF LAREDO FIRE DEPARTMENT** as part of the Program], such students [and faculty members] shall:
  - a. be considered part of **CITY OF LAREDO FIRE DEPARTMENT** workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of **CITY OF LAREDO FIRE DEPARTMENT**;
  - b. receive training by **CITY OF LAREDO FIRE DEPARTMENT** facility on, and subject to compliance with, all of **CITY OF LAREDO FIRE DEPARTMENT** privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
  - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to CONHS which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at **CITY OF LAREDO FIRE DEPARTMENT** facility] that has not first been de-identified as provided in 45 CFR §164.514(a);
3. CONHS will not access or request to access any Protected Health Information held or collected by or on behalf of **CITY OF LAREDO FIRE DEPARTMENT**, from a student [or faculty member] who is acting as a part of **CITY OF LAREDO FIRE DEPARTMENT** workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
4. No services are being provided to **CITY OF LAREDO FIRE DEPARTMENT** by CONHS pursuant to this agreement and therefore this agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

## **IX. MISCELLANEOUS PROVISIONS**

1. Execution and modification. This agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
2. Assignment. This agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
3. Force Majeure. Each party shall be excused from any breach of this agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.
4. Entire Agreement. This agreement contains the entire understanding of the parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the parties with respect to the clinical learning experiences. It is acknowledged that other



contracts may be executed. Such other agreements are not intended to change or alter this agreement unless expressly stated in writing.

5. Governing Law and Venue. The validity of this agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMIU shall be in the county in which the primary office of the chief executive officer of TAMIU is located, namely, Webb County, Texas.
6. Independent Contractor Status. This agreement will not be construed creating an employer/employee relationship between TAMIU or CONHS and **CITY OF LAREDO FIRE DEPARTMENT** or the clinical learning experience students.
7. Headings. Headings appear solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.
8. Provisions. If any provision or provisions of this agreement shall be 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 thereby.
9. Notice. Any notice required or permitted under this 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. CONHS and **CITY OF LAREDO FIRE DEPARTMENT** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**CONHS:**

Texas A&M International University  
College of Nursing & Health Sciences  
Office of the Dean  
5101 University Blvd.  
Laredo, Texas 78041  
Phone: 956-326-2450  
Fax: 956-326-2449  
Email: [glenda.walker@tamiu.edu](mailto:glenda.walker@tamiu.edu)

**CITY OF LAREDO FIRE DEPARTMENT:**

**CITY OF LAREDO FIRE DEPARTMENT**  
Name: Chief Ricardo Ramos  
Title: EMS Coordinator  
Address: 616 E. Del Mar Blvd  
City, State, zip code: Laredo, TX 78041  
Phone: (956)718-6000  
Fax:  
Email: [rramos42@ci.laredo.tx.us](mailto:rramos42@ci.laredo.tx.us)



## **X. DISPUTE RESOLUTION**

To the extent applicable, 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 OF LAREDO FIRE DEPARTMENT** to attempt to resolve any claim for breach of contract made by **CITY OF LAREDO FIRE DEPARTMENT** that cannot be resolved in the ordinary course of business. **CITY OF LAREDO FIRE DEPARTMENT** shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Finance and Administration of TAMIU, who shall examine **CITY OF LAREDO FIRE DEPARTMENT's** claim and any counterclaim and negotiate with **CITY OF LAREDO FIRE DEPARTMENT** in an effort to resolve the claim.

The parties are signing this agreement on the date stated opposite that party's signature.

### **RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Glenda C. Walker, D.S.N, R.N.  
Dean

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

**APPROVED AND ACCEPTED FOR:**  
**TEXAS A&M INTERNATIONAL UNIVERSITY**  
**on behalf of the COLLEGE OF NURSING**  
**AND HEALTH SCIENCES**

By: \_\_\_\_\_  
Pablo Arenaz, Ph.D.  
Provost and Vice President for Academic Affairs

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

**APPROVED AND ACCEPTED FOR:**  
**CITY OF LAREDO FIRE DEPARTMENT**

By: \_\_\_\_\_  
Jesus Olivares,  
City Manager - City of Laredo

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

By: \_\_\_\_\_  
Steve E. Landin,  
Fire Chief - City of Laredo Fire Department

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

By: \_\_\_\_\_  
Dr. Arturo Garza-Gongora,  
Medical Director - City of Laredo Fire Department

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



## **EXHIBIT A**

**Texas A&M International University**

**College of Nursing and Health Sciences**

### **Student Clinical Learning Experiences Confidentiality Agreement**

Students enrolled in the College of Nursing recognize the importance of protection of confidential information about patients and their families and of the operations of agencies where students are placed for clinical experiences. It is the obligation of every student to protect and maintain this confidentiality. All patient information stored via paper or computer system is considered confidential. It is the ethical and legal responsibility of all students to maintain and comply with all confidentiality requirements of the agencies used for clinical experiences.

As a student at the Texas A&M International University-College of Nursing, I agree to the following:

1. I will protect the confidentiality of all patients, family, and clinical agency information.
2. I will not release unauthorized information to any source.
3. I will not access or attempt to access information other than that information which I have authorized access to and need to know in order to complete my assignment as a student.
4. I will report breaches of this confidentiality agreement by others to my clinical instructor and/or the course coordinator. I understand that failure to report breaches is an ethical violation and subjects me to disciplinary action.
5. I will not put patient/family/clinical agency identifying information on any stored information (disk or hard drive) on my own personal computer or on any other public or private computer.

---

Signature

---

Date

---

Print Name

This form will be placed in my academic file. I was given a copy of this agreement for my records.



## **EXHIBIT B**

### **Texas A&M International University**

#### **College of Nursing**

##### **Student Clinical Learning Experiences FERPA Guidelines**

Information in student records will be released only to faculty and professional staff for authorized legitimate educational interest. The student's consent is required to release information other than public information to any non-CONHS or non-university system person unless required by law or upon subpoena duces tecum.

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include the right to provide written consent before CONHS or **CITY OF LAREDO FIRE DEPARTMENT** discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

Student information may be disclosed in certain circumstances:

- to comply with a judicial order or a lawfully issued subpoena;
- to appropriate parties in a health or safety emergency;
- to officials of another school, upon request, in which a student seeks or intends to enroll;
- in connection with a student's request for or receipt of financial aid, as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid;
- to certain officials of the U.S. Department of Education, the Comptroller General, to state and local educational authorities, in connection with certain state or federally supported education programs;
- to accrediting organizations to carry out their functions;
- to organizations conducting certain studies for or on behalf of the CONHS; the results of an institutional disciplinary proceeding against the allegation of a crime of violence may be released to the alleged victim of that crime with respect to that crime.



**A RESOLUTION NO. 2016-R-63**

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN TEXAS A&M INTERNATIONAL UNIVERSITY (TAMIU) AND THE LAREDO FIRE DEPARTMENT FOR THE PURPOSE OF PROVIDING PROGRAM STUDENTS AN OPPORTUNITY TO APPLY KNOWLEDGE AND SKILLS GAINED IN THE CLASSROOM IN A CLINICAL SETTING.

**WHEREAS**, CITY OF LAREDO FIRE DEPARTMENT hereby agrees to provide its facilities to TAMIU and TAMIU agrees to the usage of such facility according to the terms and conditions described herein.

**WHEREAS**, the faculty and students of the Program may utilize CITY OF LAREDO FIRE DEPARTMENT facilities for educational activities associated with the clinical learning experience through observation and supervised training.

**WHEREAS**, TAMIU and the CITY OF LAREDO FIRE DEPARTMENT will not incur financial obligation to each other as a result of this agreement.

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

Authorizing the City Manager to enter into and execute a Memorandum of Agreement, attached hereto as Exhibit A, between Texas A&M International University and the City of Laredo Fire Department for the purpose of providing program students an opportunity to apply knowledge skills gained in the classroom in a clinical setting.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

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



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

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

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**SUBJECT**

**2016-R-66** Authorizing the City Manager to accept the contract with the Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$103,003.00 for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health Program for the term period from April 1, 2016 through March 31, 2017.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On April 20, 2015, Council approved Resolution 2015-R-32.

**BACKGROUND**

The City of Laredo Health Department (CLHD) is continuing its contract with the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the Title X Family Planning and Women's Health Program. Through this agreement the CLHD will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services, annual check-ups, family planning, birth control, prenatal, post-partum and interpartum care, and laboratory services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approve the Resolution.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2016
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	WHFPT



**Account #:**

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

**FINANCIAL IMPACT:**

The revenue account is 226-0000-321-6304 and the expenditure division is 226-6203.

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**Attachments**

Contract

2016-R-66

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# **Women's Health and Family Planning Association of Texas**

## **SUB-RECIPIENT CONTRACT**

**THIS AGREEMENT** (this "Agreement") is effective this 1<sup>st</sup> day of April 2016, by and between The Women's Health and Family Planning Association of Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas ("WHFPT"), and City of Laredo Public Health, a nonprofit corporation with its principal office located at 2600 Cedar Avenue, Laredo, TX 78040, Employer Identification No. 74-6001573.

### **RECITALS**

**WHEREAS**, WHFPT has been awarded a grant from the U.S. Department of Health and Human Services (hereinafter referred to as "DHHS") pursuant to the provisions of the Public Health Service Act (42 U.S.C. 201, et seq.) (hereinafter referred to as the "Act") to manage a program entitled "The Family Planning Project" (the "Project") involving the provision of family planning services in the State of Texas.

**WHEREAS**, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, educational, and outreach services in the area of family planning.

**WHEREAS**, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical, counseling, educational, and outreach activities in the area of family planning (the "Project Services"), financed in whole or in part of grant awards pursuant to the Act (a "Grant Award") in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals and policies/procedures and standard statements of WHFPT.

**WHEREAS**, Sub-recipient shall not provide abortion as a method of family planning and is prohibited from using any Title X Project resources to perform or promote such procedures.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE I TERM OF AGREEMENT**

Section 1.1 This Agreement shall be in effect for a term of 12 months commencing on April 1, 2016 until March 31, 2017, unless earlier terminated as provided elsewhere herein upon delivery of written notice by WHFPT to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.



## **ARTICLE II**

### **SCOPE OF WORK OF SUB-RECIPIENT**

Sub-recipient shall provide Project Services to **1,171** unduplicated clients during the term at the designated Title X service sites listed at the end of this contract, and at such other sites and locations where clients receive family planning services that support the goals of the Project. In the event that Sub-recipient provides Project Services to the minimum number of unduplicated clients prior to the end of the Agreement year, Sub-recipient shall nonetheless continue to provide Project Services and submit client data through the end of the Term. WHFPT must be notified in writing if Sub-recipient is unable to provide family planning services to all individuals seeking such services.

Section 2.1 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) Sub-recipient shall at all times during the Term be enrolled as a Medicaid provider and shall remain eligible to treat beneficiaries of Medicaid programs.
- (b) Sub-recipient shall provide all FDA approved methods of contraception, including natural family planning and emergency contraception. If Sub-recipient cannot provide all methods of contraception on-site, Sub-recipient must notify WHFPT in writing.
- (c) Sub-recipient shall provide confidential services to all clients, including adolescents.
- (d) Sub-recipient shall provide services strictly on a voluntary basis, without any form of coercion.
- (e) Sub-recipient shall provide all services in a manner which respects the individual client's privacy and dignity.
- (f) Sub-recipient shall provide services without regard to religion, race, color, national origin, disabling condition, sexual orientation, age, sex, number of pregnancies, ability to pay, or marital status, and without the imposition of residence or referral requirements.
- (g) Sub-recipient shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected.
- (h) Sub-recipient shall obtain sufficient informed consent from all clients.
- (i) Sub-recipient shall ensure that priority in the provision of services will be given to persons from low-income families (as defined below) and that no charge will be made for family planning services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent



(100%) of the current Federal Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable DHHS Regulations. Any charge made for services hereunder shall be made in compliance with DHHS Regulations and the WHFPT Policy on Client Fee Charges. Sub-recipient will submit to WHFPT on an annual basis, its fee schedule, schedule of discounts, and policies and procedures, related to client fees.

(j) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.

(k) Sub-recipient shall develop, manage and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act (hereafter “DHHS Regulations”), applicable DHHS policies, procedures, conditions, and standards, as amended from time to time; and all WHFPT policies, standards and guidelines, including, but not limited to the following: Title X Program Requirements and Quality Family Planning Services (QFP); 42 USC §256b, as applicable (340B drug pricing agreements); 2 CFR Part 200 and 45 CFR 75, as applicable; 1 TAC Chapter 382 (Women’s Health Services rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and WHFPT Policy and Procedure Manual, all as amended from time to time. In addition, Sub-recipients Project shall conform to WHFPT’s Medical Standards (hereinafter the “Medical Standards”).

(l) Sub-recipient shall provide services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(m) Sub-recipient shall provide unbiased and neutral counseling for women who have a positive pregnancy test consistent with the information requested by the client, including information about access to prenatal care, adoption services, and pregnancy termination services.

(n) Sub-recipient shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services and to promote continuing participation in the Project by persons to whom family planning services may reasonably be expected to be beneficial. All informational or educational material developed by Sub-recipient for use in connection with the Project shall be in accord with the guidelines as reviewed and approved by the Education Materials Workgroup established by WHFPT.

(o) Sub-recipient shall provide Title X orientation and in-service training for each of its family planning program personnel, volunteers, and as appropriate for Board of Directors and/or other governing body.



(p) Sub-recipient shall ensure attendance by a minimum of two (2) staff members, one (1) of which is a direct service provider, at the WHFPT Annual Title X Conference. Participation in WHFPT's other training opportunities are highly encouraged.

(q) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(r) Sub-recipient shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in WHFPT's quality assurance program. Sub-recipient must provide a standard of care that conforms, at a minimum, to standards of practice established by DHHS and WHFPT, through, among other things, the employment of qualified personnel and the provision of safe, effective services which meet the needs of the community, and through a program that allows for on-going monitoring and evaluation of services.

(s) Sub-recipient shall coordinate and provide referral arrangements with providers of primary healthcare and providers of social services. Sub-recipient shall submit copies of written collaborative agreements with relevant referral agencies annually. If a Sub-recipient subcontracts any of the core family planning services under the Title X project, Sub-recipient shall submit a copy of its written agreement with the subcontractor for approval by WHFPT.

(t) Sub-recipient shall provide accurate information on the clients served and services provided through WHFPT central data processing agreement with Ahlers and Associates by the 15<sup>th</sup> day of the following month.

(u) Sub-recipient shall maintain confidentiality and security of all client records, including the reports of those clients served in non-traditional settings, in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to clients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(v) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from using any Title X Project resources to perform or promote such procedures.

(w) All legal terms and conditions in this contract apply to the WHFPT Business Associate Agreement.



## **SCOPE OF WORK BY WHFPT**

Section 2.2 WHFPT shall advise Sub-recipients of all changes in federal requirements and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 2.3 WHFPT shall monitor programmatic and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services, and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on WHFPT's findings.

Section 2.4 Based on information obtained as a result of WHFPT program staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and client data, WHFPT may recommend appropriate technical assistance and/or training. WHFPT shall work with Sub-recipient to obtain required and/or requested technical assistance/or training at no or minimal cost to the Sub-recipient.

Section 2.5 WHFPT staff shall be available during normal business hours to Sub-recipient on an ongoing basis to discuss policy and other questions related to the Project and the Project Services.

## **ARTICLE III COMPENSATION**

### **Section 3.1**

(a) The amount of Title X (Federal CFDA Number 93.217) grant funds to be paid to the Sub-recipient by WHFPT pursuant to this Agreement is **\$103,003.00** (the "Base Amount") in the aggregate, the parties acknowledge and agree that all payments made by WHFPT to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 3.1(c) below.

(b) WHFPT shall remit the Base Amount to Sub-recipient in equal monthly installments. Payment shall be made no later than the 15th of every calendar month during the term of this Agreement. WHFPT's obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to WHFPT of grant funds by DHHS for the Project with respect to the relevant portion of the Term. To the extent such grant funds are not disbursed, then WHFPT's obligation to pay the Base Amount shall be deferred until such grants funds are received.

(c) From time to time, WHFPT will administer Special Funds to Sub-recipient agencies. WHFPT will inform Sub-recipient agency of the specific policies and



procedures to access each fund. All clients benefitting from these funds must be documented in WHFPT's centralized data collection system. WHFPT is providing these funds to the Sub-recipient agency in lieu of cash and in addition to the Base Amount.

(d) It shall be a condition precedent to Sub-recipient's right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all program and/or fiscal reports required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by WHFPT in its sole discretion.

(e) The funds described in Section 3.1(a) will be earned by the Sub-recipient by providing family planning services to **1,171** unduplicated clients (the "Client Quota") during the term of this Agreement. The definition of a family planning client is described in the definitions for the completion of the DHHS, Title X Family Planning Annual Report (FPAR). Each client will be counted at their first visit during the term of this Agreement and will earn **\$87.96** (the "Per Client Rate") toward the satisfaction of the Base Amount.

### Section 3.2 Annual Reconciliation.

(a) Annual Reconciliation: The cutoff date to accept client data is Forty-five (45) days from the end of the contract term (March 31). Reconciliation will be completed within Ninety (90) days from the end of the contract term.

(b) Should the Sub-recipient fail to earn the Base Amount, based on the number of clients served during the term of the agreement, multiplied by the Per Client Rate, WHFPT will set up an accounts receivable for the amount the Sub-recipient has under-performed its contract. The resulting amount is an accounts payable from the Sub-recipient to WHFPT, to be recorded as such in their financial records and repaid to WHFPT. This repayment amount is deducted from the Sub-recipient's 2017-2018 annual allocation in equal monthly installments over the 12-month contract period.

(c) Should the Sub-recipient serve more clients than the number of clients contained in this Agreement, multiplied by the Per Client Rate, WHFPT will establish an accounts payable to the Sub-recipient for the amount the Sub-recipient has over-performed its contract. WHFPT will pay all or some part of this payable, based on the availability of funds as determined by the WHFPT Board of Trustees. Sub-recipient acceptance of this payable will serve to fulfill WHFPT's obligation to the Sub-recipient for the term of this contract.

(d) If there is an accounts payable to WHFPT and the Agreement is terminated and WHFPT and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to WHFPT the entire payable in a single lump sum amount promptly, and in any event within fifteen (15) days, after the date WHFPT's written determination pursuant to Section 3.2(b) of this Agreement.



Section 3.3 All amounts paid by WHFPT to the Sub-recipient, which are subsequently found to be unallowable under the Act, DHHS regulations, shall be refunded by the Sub-recipient to WHFPT promptly after written notice is delivered.

Section 3.4 The collection and use of program income from the Project shall comply with DHHS Regulations and WHFPT Policies and Procedures. Sub-recipients shall report all such income to WHFPT as required for federal reporting.

#### **ARTICLE IV REPORTING AND RETENTION OF RECORDS**

Section 4.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and program income funds.

Section 4.2 If the Sub-recipient provides abortion services, these accounting records must demonstrate a financial separation between the Project and any abortion services provided by the Sub-recipient as determined by WHFPT in its sole discretion. Sub-recipient shall deliver within 30 days of the end of this Agreement, a certificate executed by a duly authorized officer of Sub-recipient certifying that no portion of the Grant Award was used (directly or indirectly) in connection with any abortion services provided by the Sub-recipient.

Section 4.3 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to WHFPT to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal Regulations. Such audit shall further be conducted in accordance with the applicable DHHS Grants Policy Statement 45 CFR part 75, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to WHFPT. A copy of the completed audit report shall be made available to WHFPT within 90 days of the completion of the audit.

Section 4.4 Sub-recipient shall provide to WHFPT family planning revenue information on a quarterly basis, based on instructions provided by WHFPT and in compliance with FPAR definitions. Sub-recipient shall, at WHFPT's request, make all Project, medical, and financial records available for review by WHFPT, or DHHS. Confidentiality and security of client identification data shall be maintained by both parties and their respective representatives and agents.

Section 4.5 Sub-recipient must report all family planning services under the Project to the WHFPT centralized data system in a format and on a schedule approved by WHFPT and WHFPT's third party data contractor.

Section 4.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such



period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the provision of Project Services for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 4.7 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

## **ARTICLE V GENERAL TERMS AND CONDITIONS**

Section 5.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of WHFPT, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 5.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent and copyrights to WHFPT.

Section 5.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 5.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 5.5 Sub-recipient shall procure and maintain for the Term of this Agreement fire and extended coverage insurance covering all property owned or controlled by Sub-recipient in an amount not less than its full insurable value. Sub-recipient shall procure and maintain public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for healthcare injury or wrongful death to one person, and One Million Dollars (\$1,000,000) in aggregate for all healthcare liability claims occurring in an insurance policy year, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property. WHFPT shall be named as an additional insured under such all such policies.



Section 5.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollars (\$250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollars (\$250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollars (\$500,000) non-economic damages cap.

#### Section 5.7

(a) Sub-recipient shall indemnify, defend and hold harmless WHFPT and its Related Persons (collectively, the “WHFPT Indemnitees”) for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys’ fees and associated expenses), (collectively, “Losses”) incurred or suffered by the WHFPT Indemnitees based upon, arising out of, or resulting from (i) the provision of Project Services or other activities by Sub-recipient, (ii) the actions of Sub-recipient pursuant to this Agreement or (iii) any claims, investigations, audits, reviews, requests for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Losses are not caused by a breach by WHFPT of its obligations under this Agreement. “Related Persons” means agents, officers, employees, directors of a person, and their respective affiliates.

(b) WHFPT shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively, the “Sub-recipient Indemnitees”) for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from WHFPT’s or its Related Persons’ material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, WHFPT shall not be liable for any Losses caused by its arising out of or related to this Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of the WHFPT and/or its Related Person.

(d) The maximum amount of indemnifiable Losses pursuant to Sections 5.7(a) and (b) shall equal all amounts paid by WHFPT to Sub-recipient pursuant to this Agreement.

Section 5.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by WHFPT in accordance with DHHS Regulations and procedures. For purposes of this Agreement, the term “equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

Section 5.9 Sub-recipient shall give prompt notice to WHFPT of any audits, inspections, investigations, requests for records from any governmental agency or its designee,



civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient's assets or operations.

Section 5.10 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of DHHS' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

Section 5.11 The Sub-recipient shall not use Title X funds to pay for salaries in excess of the Executive Level II of the Federal Executive Pay Scale. That Amount is \$185,100. For the purposes of salary limitation, the direct salary is exclusive of fringe benefits and indirect costs.

## **ARTICLE VI**

### **TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS**

Section 6.1 This Agreement shall terminate automatically if the Title X Grant to WHFPT, or any portion of such Grant designated by WHFPT for Sub-recipients Project, is transferred to another entity, suspended or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of WHFPT.

Section 6.2 This Agreement may be terminated by WHFPT (a) without notice upon Sub-recipient's loss or suspension of its Medicaid provider number, and/or Sub-recipient's restriction from treating beneficiaries of Medicaid programs or (b) upon thirty (30) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 6.3 In lieu of termination, WHFPT may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of WHFPT. If the noncompliance is not cured to WHFPT's satisfaction at the end of such specified period, WHFPT may suspend payments to Sub-recipient under this Agreement. WHFPT may also immediately suspend payments as a result of Sub-recipient's noncompliance at WHFPT's sole discretion. When Sub-recipient's noncompliance has been corrected to the satisfaction of WHFPT, payments under this Agreement shall be reinstated.

Section 6.4 During the term of the contract, if a Sub-recipient intends to terminate this agreement, or to discontinue Title X services at a service site, the Sub-recipient must notify WHFPT in writing no less than 30 days prior to taking any of these actions. In each case, Sub-recipient will comply with all WHFPT close-out procedures. Any payable owed to WHFPT is due after the termination of the contract (see section 3.1(d) above).



Section 6.5 This Agreement may be terminated by Sub-recipient upon thirty (30) days prior written notice to WHFPT in the event that:

(a) WHFPT breaches any material provision of this Agreement; or

(b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 6.6 This Agreement may be terminated at any time by the mutual agreement of both Sub-recipient and WHFPT.

Section 6.7 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for: (a) obligations accrued for Project Services provided to unduplicated clients prior to the date of termination, and (b) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term.

## ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Program Manager. WHFPT's Program Manager who will serve as the Sub-recipient's initial point of contact is designated as:

Name: Michelle Beckham  
Contact Information: [michelle.beckham@whfpt.org](mailto:michelle.beckham@whfpt.org)  
855-498-8888

Section 7.2 Notices. All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

(a) If to WHFPT:  
1114 Lost Creek Boulevard, Suite 110  
Austin, Texas 78746

If to Sub-recipient:  
City of Laredo Public Health  
2600 Cedar Avenue, Laredo, TX 78040

or to such other address as either party shall specify to the other by advance written notice.

(b) Designated Officials.

(c) The Sub-recipient appoints \_\_\_\_\_ **[Name of Representative]** as its designated agent for administering its obligations under this Agreement.



(d) WHFPT appoints Chief Executive Officer, Fran Hagerty, as its designated agent for administering WHFPT's obligations under this Agreement.

(e) The individuals designated above are designated for the purpose of notice and convenience, and under no circumstance shall either person identified be held personally or individually liable, or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by WHFPT or Sub-recipient.

(f) The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(i) All decisions rendered pursuant to termination herein.

(ii) All actions for breach of this Agreement or noncompliance brought by either WHFPT or Sub-recipient.

(iii) All other actions or claims asserted by WHFPT arising from management or administration of the Project by Sub-recipient.

(iv) All other actions or claims asserted by Sub-recipient arising from WHFPT's management or administration of the Title X Grant.

(g) The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Texas Arbitration Act, and that each party shall bear its own costs arising from the arbitration proceedings.

(h) This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

(i) Except as may be herein provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns; provided, however, that Sub-recipient may not assign this Agreement (or any provision thereof) or delegate any duties hereunder without the prior written consent of the other party.

(j) Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only



to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

(k) Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to “including,” “includes”, and similar words shall be deemed to mean “including, without limitation”.

(l) Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as WHFPT may deem necessary or desirable to effectuate the purposes of this Agreement.

(m) This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

(n) Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payer, or any other federal, state, or local government, or agency passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

(o) With respect to the subject matter herein, this Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.



(p) For auditing purposes, the current fiscal year of WHFPT is from April 1 through March 31. The current fiscal year of the Sub-recipient agency is \_\_\_\_\_ through \_\_\_\_\_.

(q) The following clinics or non-traditional settings (shelters, WIC offices, prisons, etc.) are designated by the Sub-recipient as Title X service sites:

Clinic Name	Address	Hours of Operation



*[Page left intentionally blank. Signature page follows.]*



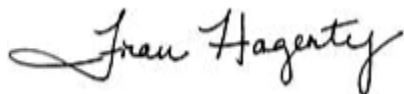
**Women's Health and Family Planning Association of Texas**  
**SUB-RECIPIENT CONTRACT**

**Women's Health and Family Planning  
Association of Texas**

**City of Laredo Public Health**

**By:**  
**Printed Name:** M. Fran Hagerty  
**Title:** Chief Executive Officer  
**Date:** April 1, 2016

**By:**  
**Printed Name:**  
**Title:**  
**Date:**

A handwritten signature in cursive script that reads "Fran Hagerty".

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first above written.



## **RESOLUTION 2016-R-66**

**AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT WITH THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) IN THE AMOUNT OF \$103,003.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT TITLE X FAMILY PLANNING PROGRAM FOR THE TERM PERIOD FROM APRIL 1, 2016 THROUGH MARCH 31, 2017.**

**WHEREAS**, the City of Laredo Health Department (CLHD) will contract with the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the Title X Family Planning Program; and

**WHEREAS**, through this agreement the CLHD agrees to provide family planning services to include counseling on birth control methods and/or prenatal care, and laboratory services in accordance to Title X screening and eligibility guidelines.

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

**Section 1:** The City Manager is hereby authorized to accept the contract with the Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$103,003.00 for the continuation of the City of Laredo Health Department Title X Family Planning program for the term period from April 1, 2016 through March 31, 2017.

**Section 2:** The revenue account is 226-0000-321-6304 and the expenditure division is 226-6203.

**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract 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.**

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**PETE SAENZ  
MAYOR**



**ATTEST:**

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**HEBERTO L. RAMIREZ**  
**ACTING CITY SECRETARY**

**APPROVED AS TO FORM:**

**RAUL CASSO**  
**CITY ATTORNEY**

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



**City Council-Regular****Meeting Date:** 05/16/2016**Initiated By:** Cynthia Collazo, Deputy City Manager**Initiated By:** Arturo Garcia, Acting CD Director**Staff Source:** Arturo Garcia, Acting CD Director**SUBJECT**

Consideration to authorize the City Manager to approve change order No. 2, Phase NO. X to W.D. Schock Company of Nashville, Tennessee for a net increase of \$45,776.31 for additional work to be accomplished by the Consultant, for a total contract amount of \$740,629.23. The net increase will be added to the total contract amount of residential sound insulation noise mitigation program improvements in support of the City of Laredo International Airport FAR Part 150 Airport Residential Sound Reduction Program. Funding is available under Federal Aviation (FAA) Administration Airport Improvement Projects (AIP), Grants Nos. 72 & 78.

**PREVIOUS COUNCIL ACTION**

On 02/19/2013 City Council authorized staff to negotiate a contract with W.D. Schock for sound insulation consulting services.

**BACKGROUND**

This Change order will add \$45,776.31 with no additional time to the existing contract. The project consists of such services to include- Stage I Pre-testing contract, Stage II, program designs, Specs Implementation, and reports. Addition of 1 added home and 5 apartment units to be included in Stage II, field assessments, documentation, design, bidding, construction award, construction oversight and management of phase X improvements. Change order NO. 1 allowed for Stage I individual Sound Pre-testing to determine eligibility for Stage II implementation.

Original Completion Date:	Dec. 21, 2016	Phase X Contract Amount: <b>\$648,029.00</b>
Net Previous Time Changes:	None	Net Previous Changes: \$46,823.92
Extra Completion Date:	None	This Change: <b>\$45,776.31</b>



Net Completion Date:	Jan. 20, 2017	New Contract Amount: <b>\$740,629.23</b>
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## **COMMITTEE RECOMMENDATION**

N/A

## **STAFF RECOMMENDATION**

Staff Recommends Passage of Motion.

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### **Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Y  
**Source of Funds:** FAA AIP Grant  
**Account #:** 433-3604-583-5511  
**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

Funding is available under Acct. 433-3604-583-5511, FAA AIP Grants No. 72,  
Purchased Professional Services / Architecture Fees.

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### **Attachments**

Phase X NO.2

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**RESIDENTIAL SOUND INSULATION PROGRAM**

**CONTRACT CHANGE ORDER**

DATE: April 18, 2016

PHASE NO. 10 CHANGE ORDER NO. 2 (Amendment 4)

PROJECT NAME: International Airport – Residential Sound Insulation Program

PROJECT NO: AIP Grant: 3-48-0136-072-2012

CONTRACTOR: W.D. Schock Company Inc.

You are hereby authorized to change the work on the above-listed project as follows:

Addition of 1 home and 5 apartment units to be included in Stage II field assessment and documentation, design, bidding, construction award, construction oversight and management of Phase X improvements

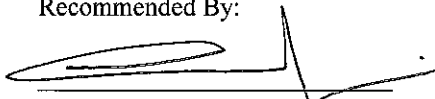
Payment will be made by: Contract Price [ ] Agreed Price [x] Force Account [ ] in accordance with the Contract Documents.

COST: Cost of additional work to be accomplished by the Consultant \$45,776.31 which will be added to the total contract amount.

Original Completion Date: December 21, 2016  
Net Previous Time Changes: None  
Extra Time This Change: None  
New Completion Date: January 20, 2017

Phase X Contract Amount: \$ 648,029.00  
Net Previous Changes: 46,823.92  
This Change: + \$ 45,776.31  
New Contract Amount: \$ 740,629.23

Recommended By:

  
CD Acting Director

4/19/16  
Date of signature

Approved:

\_\_\_\_\_  
City Manager  
City of Laredo

\_\_\_\_\_  
Date of signature

Acknowledged by:

\_\_\_\_\_  
W.D. Schock/Project consultant

\_\_\_\_\_  
Date of signature



**Proposed Budget for Amendment 4 to add 1 home and 5 Apartments to  
Phase 10  
Laredo International Airport Noise Compatibility Program  
W. D. Schock Company, Inc.**

**STAGE II: Field Assessment and Documentation, Design, Bidding, Construction Contract Award,  
Construction Oversight and Management**

WDSCO Salary Costs Based on Hourly Rate

Title	Hours	Hourly Rate	Cost
Officer in Charge		\$119.50	0.00
Project Director	1	\$105.75	105.75
Project Manager	80	\$48.00	3,840.00
Project Design/Construction Manager	24	\$70.00	1,680.00
Project Accountant	1	\$29.75	29.75
Total Direct Salary Cost			5,655.50
Overhead - Percentage of Direct Salary Costs			<u>9,758.68</u>
Subtotal			<b>15,414.18</b>
Fixed Fee			<b>2,312.13</b>
Office Expenses (\$300 per Month x .5 months)			<b>150.00</b>
Travel Expenses ( No additional WDSCO travel required)			<b>0.00</b>
Subconsultants	JCHE	\$23,400.00	
	Acentech	\$1,500.00	
	Astex Environmental	\$3,000.00	
			<u><b>27,900.00</b></u>
<b>Total for STAGE II</b>			<b>45,776.31</b>

*\*Exhibit A contains the parameters on which the subconsultants based their price*



**STAGE II - EXHIBIT A  
BUDGET - Amendment 3 to add 1 Home and 5 Apartments to PHASE 10  
LAREDO INTERNATIONAL AIRPORT NOISE COMPATIBILITY PROGRAM  
W. D. SCHOCK COMPANY, INC.**

**SUBCONSULTANTS**

**Acentech, Inc.**

Post-construction acoustical testing 1 additional 1 unit in one apartment building (total of 1 units), issuance of a post-construction final report for the phase.

**\$1,500**

**Astex Environmental Services**

Limited asbestos inspection, sampling, and testing of material in 1 homes and 5 apartment units and will provide the report of findings. This price does not include mitigation oversight, testing and clearance, the cost will have to be established after the test results indicate what material has to be mitigated and will be on a cost per unit basis.

**\$3,000**

**John Coleman Hayes Engineering, LLC**

Pre-Design field assessment and documentation, Design, bidding and construction documents and assistance with construction administration and other associated services for Stage II of Phase 10 for the one home and 5 apartments to be added by this Amendment.

**\$23,400**

**Total Sub-Consultant Expenses - Not-To-Exceed**

**\$27,900**



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Laredo Fire Department

**Staff Source:** Steve E. Landin

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**SUBJECT**

Authorizing the City Manager to execute the contract renewal option with Dr. Arturo Garza-Gongora, M.D, to serve as Medical Director/Supervisor of pre-hospital care for the City of Laredo Fire Department as required by EMS National Registry. The initial three (3) year term will expire on June 2016, and the option is for a two (2) year extension at a cost of \$60,000.00 per year. The contract shall be effective from June 2016 to June 2018.

**PREVIOUS COUNCIL ACTION**

Medical Director contract was approved on June 2013. Initial term of the contract agreement was for a period of three (3) years with an option to renew for a two (2) year term provided the City and Medical Director agree prior to expiration.

**BACKGROUND**

Dr. Arturo Garza-Gongora was contracted to be the Laredo Fire Department's Medical Director in 2013. He serves as Supervisor of Pre-Hospital Care and is responsible for the establishment, implementation, and modification of standards of care, field practice of medicine, and quality improvement. The Laredo Fire Department has been able to improve policies/procedures providing enhanced patient care and positive outcomes. Dr. A. Garza-Gongora is instrumental with our EMS Education program assuring that Laredo Fire Department students and paramedics are competent in the cognitive, psychomotor, and affective domains.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this motion as presented.

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**Fiscal Impact**

**Fiscal Year:**

2016-17

**Budgeted Y/N?:**



**Source of Funds:**

**Account #:** 101-2415-523-5528

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

**FINANCIAL IMPACT:**

The contract renewal option is for a two (2) year period for \$60,000.00, commencing June 1, 2016. Expenditure for the contract will come from our Operating Budget under line item Professional Fees 101-2415-523-5528. The initial term was for \$55,000.00, three (3) years.

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**Attachments**

Medical Director Contract

Medical Director Motion

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## **MEDICAL DIRECTOR PROFESSIONAL SERVICES AGREEMENT**

This Medical Director Services Agreement is entered into by and between the City of Laredo, a home rule municipal corporation located in Webb County, Texas (hereinafter "City"), and Dr. Arturo Garza Gongora, a medical doctor licensed to practice in the State of Texas (hereinafter "Medical Director").

### **RECITALS:**

**WHEREAS**, the City through its Fire Department operates an Emergency Medical Services System; and

**WHEREAS**, Texas law including without limitation Chapter 773 of the Texas Health and Safety Code, requires a licensed physician to provide medical supervision and control of Emergency Medical Services (hereafter "EMS"); and

**WHEREAS**, Medical Director is a physician duly licensed by the State of Texas who has requisite experience, abilities and resources to perform the Services; and

**WHEREAS**, the City and Medical Director desire to enter into this Agreement as independent Medical Directors and are ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement; and

**NOW, THEREFORE**, for and in consideration of the premises and the agreements, covenants and promises herein set forth, the parties agree as follows:

### **I.**

#### **Medical Director Designation**

By approval of this agreement, the City confirms the appointment of Dr. Arturo Garza Gongora to serve as its EMS System Medical Director responsible for providing nominal direction and clinical oversight of pre-hospital treatment rendered by the City of Laredo EMS System personnel.

### **II.**

#### **Scope of Services**

The duties and responsibilities of the Medical Director shall include but not be limited to the following specific and all other related services:



### **A. Operational Services:**

- (1) Responsible for medical oversight by delegating authority for all aspects of patient care to ensure maintenance of accepted standards of EMS medicine practice. This includes credentialing of certified and licensed emergency medical technicians. This includes the responsibility and authority to suspend or de-credential any City of Laredo EMS System Personnel and/or report the incident to the Texas Department of Health.
- (2) Responsible for establishment, implementation and modification of Standards of Care, the field practice of medicine, Communication Standards and Quality Improvement. Implementation, evaluation, and testing of all systems providers practice according to Standards of Medical Care.
- (3) Develop, implement, and revise policies and procedures of pre-hospital care, patient triage, transport, transfer, dispatch, extrication, rescue, communications, and education development, and training by System Credentialing process.
- (4) Conduct system audits and quality assurance of programs. Development, implements, and monitors management of patient care incidents of complaints and deviations from established protocols.
- (5) Develop guidelines for review of any incident, which potentially has an adverse or negative impact on the patient or system.
- (6) Liaison with various local, regional, state and national medical communities regarding emergency medical service system by reviewing and responding to community needs.
- (7) Define scope of responsibility to credentialed emergency medical technicians to provide policy and procedures authority for control of medical services provides at the scene of a medical emergency.
- (8) Develop and implement standards for transport or non-transport of patients. Create the establishment of criteria for selection of patient destinations.
- (9) Analyze employee and business needs and develop short and long-range strategies, goals, and action plans, budget requirements to meet those needs.

### **B. EMS Education Duties, Functions and Responsibilities:**

- (1) Review and approval of the educational content of the program curriculum to certify its ongoing appropriateness and medical accuracy.



- (2) Review and approval of the quality of medical instruction, supervision, and evaluation of the students in all areas of the program.
- (3) Review and approval of the progress of each student throughout the program and assist in the development of appropriate corrective measures when a student does not show adequate progress.
- (4) Assurance of the competence of each student of the program in the cognitive, psychomotor, and affective domains.
- (5) Responsibility for cooperative involvement with the program director.
- (6) Adequate controls to assure the quality of the delegated responsibilities.

### III.

#### Compensation

Compensation to Medical Director for professional medical services rendered in accordance with this Agreement will be fifty-five thousand (\$55,000) dollars for the 1st year to be adjusted annually in an amount of no more than sixty thousand (\$60,000) dollars per year. Medical Director shall submit quarterly invoices to the City Accounts Payable Office, P.O. Box 210, Laredo, Texas 78042. Payments by City to Medical Director will be made within thirty (30) days of receipt of invoice.

### IV.

#### Term of Agreement

**A. Initial Term.** The Term of this agreement shall be for a period of three (3) years commencing on the last day each party has executed this Agreement, unless terminated earlier as provided herein.

**B. Renewal.** After completion of the Initial Term, this Agreement shall have one (1) option to renew for a two (2) year term provided the City and Medical Director agree to the renewal in writing prior to expiration. Should the contract term expire without renewal, Medical Director shall have the option, with the consent of the City, to work on a month to month basis under the same terms and conditions as the Initial Term.

### V.

#### Relationship

The parties understand and agree that Medical Director is in all respects an



independent contractor and not an employee, agent or servant of the City. MEDICAL DIRECTOR UNDERSTANDS AND AGREES THAT MEDICAL DIRECTOR IS NOT ENTITLED TO ANY EMPLOYMENT BENEFITS OR WORKER'S COMPENSATION BENEFITS ANY THAT THE MEDICAL DIRECTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As independent contractor, the Medical Director further agrees that:

- (1) Medical Director does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City; and
- (2) Medical Director has and hereby retains control of and supervision over the performance of Medical Director's obligations hereunder and control over any persons employed by Medical Director for performing the Services hereunder; and
- (3) Medical Director shall maintain his medical practice as separate and distinct and will not combine with the business operations of City.

## VI.

### Liability

Medical Director shall, jointly and severally, assume all risk in connection with the performance of this Agreement, and shall be liable for any and all damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Medical Director, his agents, servants, and or employees in connection therewith. Medical Director agrees to indemnify and hold the City and its past, present and future elected officials, officers, directors, agents, counsel and employees, harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of the Medical Director, his agents, servants and or employees in the performance of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Medical Director shall carry sufficient medical malpractice insurance to provide the above indemnification.

## VII.

### Insurance

**A. General Requirements.** Prior to the commencement of any work under this Agreement, all required Certificates of Insurance shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicated thereon. The City shall have no duty to pay or perform under this contract until all completed and signed Certificates of



Insurance have been delivered to the City Risk Manager at 1102 Bob Bullock Loop, Laredo, Texas 78043. Should it be deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this agreement, City reserves the right to review the insurance requirements of this section during the effective period of the agreement or any extension or renewal hereof, and to make reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or are binding upon either of the parties or the underwriter of any such policies. Upon such request by City, Medical Director shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

**A. Liability Insurance.** For the entire duration of this Agreement, Medical Director shall, at its own expense, obtain and maintain in full force and effect Professional Liability Coverage with minimum combined single limits of not less than Six Hundred Thousand Dollars (\$600,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each project aggregate limit of insurance. Further, the Medical Director shall name the City, its officers, employees, agents and elected representatives as an additional insured with respect to the operations or activities performed under this Agreement.

**B. Workmen's Compensation & Employer's Liability Insurance.** Medical Directors shall comply with state and federal requirements pertaining to Worker's Compensation and Employee Liability Insurance. Policies for Worker's Compensation and Employee Liability Insurance shall provide a waiver of subrogation in favor of City. Medical Director acknowledges that neither he nor any of his employees are not entitled to receive employment insurance benefits from City.

**C. Additional Requirements.** Each insurance policy required by this Agreement shall be issued by a responsible insurance company authorized and admitted to do business in the State of Texas with a rating of A or better by A.M. Best Company. Each insurance policy required by this Agreement shall provide for an endorsement that the "other insurance" clause shall not apply to City where the City is named an additional insured. Each insurance policy required by this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed except after thirty (30) days prior written notice has been provided to City. Said notice must also be accompanied by a replacement Certificate of Insurance.

## **VIII.**

### **Inspection of Records**

Medical Director agrees to permit City, the Texas Department of Health, or any



of their authorized representatives to inspect and audit all data and records relating to the performance of this agreement. All records pertaining to the agreement shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

#### **IX.**

#### **Assignment**

Because of the personal nature of the services to be rendered, Medical Director agrees not to appoint, subcontract or designate any other individual to perform any of the duties, responsibilities, and services required in accordance with this contract unless written approval is received in advance by City.

#### **X.**

#### **Termination of Agreement**

This Agreement shall automatically terminate upon the expiration of the Initial Term, or if applicable, the Renewal Term. Either party may terminate this Agreement for breach if the other party is in default of any of the terms and conditions of this Agreement. Prior to the termination of the Agreement for breach, the party claiming the other is in default must give thirty (30) calendar days prior written notice specifying the default alleged and the party receiving the notice shall have the right and opportunity to cure such default within such time period. In the event a default is cured, then this Agreement may not be terminated. Upon termination, Medical Director shall be entitled to compensation for services performed prior to such termination date.

#### **XI.**

#### **Entire Agreement**

This Agreement together with the general terms and conditions contained in the City's Request for Statement of Qualifications FY13-038 and Medical Director's response thereto, embodies the complete agreement of the parties hereto, and except as otherwise provided herein, cannot be modified without written agreement by both parties.

#### **XII.**

#### **Headings**

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.



### **XIII.**

#### **Venue & Applicable Law**

The parties to this contract agree and covenant that this contract shall be enforceable in Laredo, Texas; and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Webb County, Texas. This contract is entered into subject to the Charter and ordinances of the City of Laredo, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. If action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

### **XIV.**

#### **Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

### **XV.**

#### **Notices**

Unless otherwise specifically provided herein, all notices, requests, consents, approvals, written instructions, reports or other communication required or permitted under this Agreement, shall be in writing and shall be deemed to have given or served, immediately upon hand delivering or three (3) days after mailing by certified mail, postage prepaid to the parties at the following addresses:

#### **If Intended for CITY, to:**

Carlos Villarreal, City Manager  
1110 Houston  
P.O. Box 579  
Laredo, Texas 78042

#### **With Copy to:**

Steve Landin, Fire Chief  
Fire Dept. Administrative Center  
616 E. Del Mar Blvd.  
Laredo, Texas 78045

#### **If Intended for Medical Director:**

Dr. Arturo Garza Gongora  
7210 McPherson Rd  
Laredo, TX 78041



XVI.

Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of the remainder of the provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

XVII.

Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if the members had all signed the same document. All counterparts shall be construed together and shall constitute one instrument.

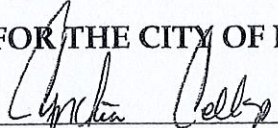
XVIII.

Effective Date

This Agreement shall not become effective until executed by Medical Director and the authorized representatives of the City of Laredo.

Executed this 17<sup>th</sup> day of June, 2013.

FOR THE CITY OF LAREDO:

  
\_\_\_\_\_

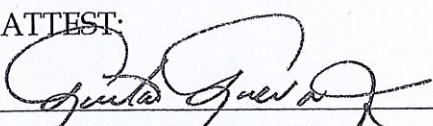
*for* CARLOS R. VILLARREAL,  
CITY MANAGER

FOR THE MEDICAL DIRECTOR:

  
\_\_\_\_\_

DR. ARTURO GARZA GONGORA

ATTEST:

  
\_\_\_\_\_

GUSTAVO GUEVARA  
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO  
CITY ATTORNEY

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

KRISTINA K. LAURE HALE





## **MOTION**

Authorizing the City Manager to execute the contract renewal option with Dr. Arturo Garza-Gongora, M.D, to serve as Medical Director/Supervisor of Pre-Hospital care for the City of Laredo Fire Department. The initial three (3) year term will expire; the option is for a two (2) year extension at a cost of \$60,000.00 per year. The contract shall be effective from June 2016 to June 2018.

**WHEREAS**, the City through its Fire Department operates an Emergency Medical Service System; and

**WHEREAS**, Texas law including without limitation Chapter 773 of the Texas Health and Safety Code, requires a licensed physician to provide medical supervision and control of Emergency Medical Services (hereafter "EMS"); and

**WHEREAS**, Medical Director is a physician duly licensed by the State of Texas who has requisite experience, abilities and resources to perform the Services; and

**WHEREAS**, the City and Medical Director desire to enter into this Agreement as independent Medical Directors and are ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement; and

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

The City Manager executes the contract renewal option with Dr. Arturo Garza-Gongora, MD., to serve as Medical Director for the City of Laredo Fire Department attached here to as Exhibit A.

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

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

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

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



**City Council-Regular****Meeting Date:** 05/16/2016**Initiated By:** Cynthia Collazo, Deputy City Manager**Staff Source:** Raymond E. Garner, Chief of Police**SUBJECT**

Consideration to authorize the purchase of holsters for the Police Department in the amount of \$63,326.80 from G.T. Distributors, Inc., Austin, Texas through the Buyboard Cooperative Purchasing program's contract pricing. Funding is available in the Police Department Trust Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Authorization is requested to purchase holsters for the new Sig P 320 weapon. These holsters are being purchased through the Buyboard Cooperative purchase program-contract #432-13.

Quantity	Description	Unit Price	Ext. Price
550	Safariland 6360 ALS/SLS Ivi III Sig P320 STX B	\$100.44	\$55,242.00
20	Safariland 6360 ALS/SLS Ivi III Sig P320 STX B	\$100.44	\$ 2,008.80
155	Safariland 6378 ALS Paddle & Belt Slide Holster	\$ 34.72	\$ 5,381.60
20	Safariland 6378 ALS Paddle/Belt Sig P320 STX	\$ 34.72	\$ 694.40

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that city council approves this motion.



## **Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Y  
**Source of Funds:** Trust Fund  
**Account #:** 665  
**Change Order: Exceeds 25% Y/N:** N/A

### **FINANCIAL IMPACT:**

Funds for the purchase of this equipment are available in the following line item budget.

Police Trust Fund Minor Apparatus 665-2300-522-2400 \$62,326.80

---

## **Attachments**

GT Quote

---





GT Distributors - Austin  
P.O. Box 16080  
Austin TX 78761  
(512) 451-8298 Ext. 0000

Quote	QTE0028962
Date	3/23/2016
Page:	1

**Bill To:**

Laredo City of (TX)  
P O Box 210  
Attn: Accounts Payable Div.  
Laredo TX 78042-0210

**Ship To:**

Laredo, City of  
4712 Maher  
Attn:  
Ref: PO  
Laredo TX 78041

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
160323 HOLSTER	000588	RT	FACTORY DIRECT	NET 15	0/0/0000	1,438,218
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
550	SAF-6360-4502-481*	Safariland 6360 ALS/SLS Ivi III Sig P320 STX B	Each	\$100.44	\$55,242.00	
20	SAF-6360-4502-482*	Safariland 6360 ALS/SLS Ivi III Sig P320 STX B	Each	\$100.44	\$2,008.80	
155	SAF-6378-450-411*	Safariland 6378 ALS Paddle & Belt Slide Holste	Each	\$34.72	\$5,381.60	
20	SAF-6378-450-412*	Safariland 6378 ALS Paddle/Belt Sig P320 STX Pla	Each	\$34.72	\$694.40	
1	NOTES:	Notes:  Quotation reflects Buyboard Contract 432-13 Contract period 04/01/14-03/31/17.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Chris Black. Thank You.  
Eduardo Rogerio erogero@ci.laredo.tx.us

Subtotal	\$63,326.80
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$63,326.80



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Raymond E. Garner, Chief of Police

---

**SUBJECT**

Consideration to authorize the City Manager to execute a contract with LexisNexis, to provide an online police report distribution system. This system allows police reports to be secured via the internet. The fee for service will be obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports. The Police Department would receive \$5.00 for each police report secured from the online system. The term of this agreement is for thirty-six (36) months and thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods, unless earlier terminated by either party. All revenues generated from this service contract will be deposited in general fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Motion authorized by Council 05/19/2014

**BACKGROUND**

In 2006 the City received a sole proposal for providing an online report distribution system. PoliceReports.US, L.L.C., supplied the Laredo Police Department with their online report distribution system with no upfront cost to the City. This company also provided all software and hardware necessary for the implementation of this system. The fee for service is obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports.

Police Reports US, L.L.C. was recently acquired by LexisNexis, therefore a new contract needs to be executed. The term of this agreement is for (36) months. Thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods, provided however, either Party may elect to terminate this agreement by providing written notice to the other of such intent, at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term. For all request by an authorized requestor, Provider will collect a fee in the amount of \$5.00 on behalf of the Police Department, the convenience fee shall be established by Provider at its discretion, but in no even shall exceed the amount a provider may legally charge an Authorized Requestor.

The search page contains the search criteria determined to be appropriate by the Police



Department. Citizens are able to search for, view and print reports from their home or office.

## **COMMITTEE RECOMMENDATION**

N/A

## **STAFF RECOMMENDATION**

It is recommended that this contract be approved.

---

### **Fiscal Impact**

**Fiscal Year:** 2016

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:** 101

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

### **FINANCIAL IMPACT:**

All revenues generated from this service contract will be deposited in the following revenue account: 101-0000-332-1010.

---



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collaza

**Staff Source:** Raymond E. Garner

---

**SUBJECT**

Consideration to award a contract to Cantu Electric Co. Inc., Laredo, Texas in the amount of \$58,000.00 for the purchase, labor and installation of electrical panels and conduit for the World Trade Bridge and Colombia Bridge under bid FY16-002. Funding is available in the HIDTA Task Force Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Contract FY16-002 was awarded by Council on 11/16/2015. Vendor will provide electrical services necessary for the installation / maintenance including: materials, machinery, equipment, labor and all other services necessary for this project.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

It is recommended that this action be approved.

---

**Fiscal Impact**

**Fiscal Year:** 2015-2016  
**Budgeted Y/N?:** Yes  
**Source of Funds:** HIDTA Grant  
**Account #:** 223  
**Change Order: Exceeds 25% Y/N:** No

**FINANCIAL IMPACT:**

Funding is available in the HIDTA Task Force fund: 223-2312-525-9001



---

## **Attachments**

Cantu Quote

Bridge Project

HIDTA approval

---





Electric Co., Inc.

TECL# 17127

P.O. Box 3166

Laredo, Texas 78044-3166

Telephone (956)723-3062

Fax (956)722-3422

E-mail: [cantuelectric@cantuelectric.com](mailto:cantuelectric@cantuelectric.com)

Regulated by The Texas Department of Licensing and Regulation,  
P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599;  
website: [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)

# QUOTATION

Quote Number: 2016-0026

Quote Date: Feb 29, 2016

Page: 1

## Quoted To:

CITY OF LAREDO-BRIDGE SYSTEM  
201 SANTA URSULA  
LAREDO, TX 78040  
USA

## JOB Info:

201 SANTA URSULA  
LAREDO, TX 78040  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
10007-05	3/30/16	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		WORLD TRADE BRIDGE		
		CONDUITS ( TRENCH FROM MAIN BUILDING TO GATES ON BRIDGE ) (1) 4 IN. CONDUIT WITH PULL STRING FOR DATA WIRES.& (1) 1/14 FOR POWER.	6,000.00	6,000.00
1.00		(1) PULL BOX FOR PULLING WIRE. ( DATA)	1,000.00	1,000.00
1.00		BORE UNDER ROAD BRIDGE TO GET TO CENTER OF BRIDGE TO INSTALL CONDUIT.	5,000.00	5,000.00
1.00		SAW CUT 16 IN. CONCRETE FOR BORE, INSTALLATION OF POLES, AND 4 IN. BOLLARDS	4,000.00	4,000.00
1.00		PATCH SAW CUT CONCRETE (REPAIR WITH NEW REBAR AND CONCRETE.)	2,000.00	2,000.00
1.00		(2) STEEL POLES TO MOUNT EQUIPMENT, ONE ON EACH SIDE OF ROAD. ( WITH 3FT. CONCRETE BASE. )	2,500.00	2,500.00
1.00		TRAFFIC CABINET TO STORE EQUIPMENT, AND UPS SYSTEM.	2,500.00	2,500.00
1.00		BUCKET TRUCK AND AUGER TRUCK RENTAL ( DRILL SHAFT FOR POLES, AND ERECT POLES ON BASES.)	1,500.00	1,500.00
1.00		LABOR ( ELECTRICIAN AND LABORERS )	3,600.00	3,600.00
1.00		UPS SYSTEM SMART UPS RT 3000	2,800.00	2,800.00
1.00		4IN. BOLLARDS AROUND POLE IN MIDDLE OF BRIDGE (SAW CUT, BOLLARDS, CONCRETE.)	3,000.00	3,000.00
1.00		COLUMBIA BRIDGE		
		CONDUITS ( TRENCH FROM MAIN BUILDING TO GATES ON BRIDGE ) (1) 4 IN. CONDUIT WITH PULL STRING	6,000.00	6,000.00

We will furnish all the required material, which we guarantee will be as specified, and we will perform all the labor required for the completion of above mentioned project. Changes in the above specification may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. you are to carry fire, tornado and other necessary insurance upon above work. our Workers are fully covered by Workman's Compensation and public liability Insurance. This proposal may be withdrawn by us at any time before acceptance.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

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





Electric Co., Inc.

TECL# 17127

P.O. Box 3166

Laredo, Texas 78044-3166

Telephone (956)723-3062

Fax (956)722-3422

E-mail: cantuelectric@cantuelectric.com

Regulated by The Texas Department of Licensing and Regulation,  
P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599;  
website: [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)

# QUOTATION

Quote Number: 2016-0026

Quote Date: Feb 29, 2016

Page: 2

## Quoted To:

CITY OF LAREDO-BRIDGE SYSTEM  
201 SANTA URSULA  
LAREDO, TX 78040  
USA

## JOB Info:

201 SANTA URSULA  
LAREDO, TX 78040  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
10007-05	3/30/16	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		FOR DATA WIRES.& (1) 1/14 FOR POWER.		
1.00		(1) PULL BOX FOR PULLING WIRE. ( DATA)	1,000.00	1,000.00
1.00		BORE UNDER ROAD BRIDGE TO GET TO CENTER OF	5,000.00	5,000.00
		BRIDGE TO INSTALL CONDUIT.		
1.00		SAW CUT 16 IN. CONCRETE FOR BORE,	4,000.00	4,000.00
		INSTALLATION OF POLES, AND 4 IN. BOLLARDS		
1.00		PATCH SAW CUT CONCRETE (REPAIR WITH NEW	2,000.00	2,000.00
		REBAR AND CONCRETE.)		
1.00		(2) STEEL POLES TO MOUNT EQUIPMENT, ONE ON	2,500.00	2,500.00
		EACH SIDE OF ROAD. ( WITH 3FT. CONCRETE BASE. )		
1.00		TRAFFIC CABINET TO STORE EQUIPMENT, AND UPS	2,500.00	2,500.00
		SYSTEM.		
1.00		BUCKET TRUCK AND AUGER TRUCK RENTAL ( DRILL	1,500.00	1,500.00
		SHAFT FOR POLES, AND ERECT POLES ON BASES.)		
1.00		LABOR ( ELECTRICIAN AND LABORERS )	3,600.00	3,600.00
1.00		UPS SYSTEM SMART UPS RT 3000	2,800.00	2,800.00
1.00		4IN. BOLLARDS AROUND POLE IN MIDDLE OF BRIDGE	3,000.00	3,000.00
		(SAW CUT, BOLLARDS, CONCRETE.)		

We will furnish all the required material, which we guarantee will be as specified, and we will perform all the labor required for the completion of above mentioned project. Changes in the above specification may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. you are to carry fire, tornado and other necessary insurance upon above work. our Workers are fully covered by Workman's Compensation and public liability Insurance. This proposal may be withdrawn by us at any time before acceptance.

Subtotal	67,800.00
Sales Tax	
<b>TOTAL</b>	<b>67,800.00</b>

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



## COUNCIL COMMUNICATION

<b>DATE:</b>  05/16/2016	<b>SUBJECT: MOTION</b>  Consideration to award contract to Cantu Electric Co. Inc., Laredo, Texas in the estimated amount of \$58,000.00 for the purchase, labor and installation of Electrical panels and conduit for the World Trade Bridge and Colombia Bridge under bid FY16-002. Funding is available in the HIDTA fund 223-2312-525-9001.	
<b>INITIATED BY:</b> Cynthia Collazo , Deputy City Manager		<b>STAFF SOURCE:</b> Raymond E. Garner, Chief of Police Miguel A. Pescador, Purchasing Agent
<b>PREVIOUS COUNCIL ACTION:</b> None		
<b>BACKGROUND:</b> Contract FY16-002 was awarded by Council on 11/16/2015. Vendor will provide electrical services necessary for the installation /maintenance including: materials, machinery, equipment, labor and all other services necessary for this project.		
<b>FINANCIAL IMPACT:</b> Funding is available in the HIDTA fund: 223-2312-525-9001		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> It is recommended that this action be approved.





**Tony Garcia, Director**  
**Southwest Border HIDTA - South Texas Region**  
4204 Woodcock Drive, Suite 100  
San Antonio, TX 78228-1322



December 17, 2015

Raymond E. Garner  
Chief of Police  
Laredo Police Department  
4712 Maher Ave.  
Laredo, TX 78041

To Whom It May Concern:

The Laredo Police Department HIDTA Task Force has implemented a very important License Plate Reader (LPR) and surveillance camera initiative. This will enable the City of Laredo, Laredo Police Department to have available a very valuable investigative tool that will complement its efforts to conduct and conclude successfully various types of investigations. The present project covers two of the four bridges with License Plate Readers and surveillance cameras.

In order to complete this project the Laredo Police Department HIDTA Task Force has requested that \$250,000.00 of HIDTA Grant funding be reprogrammed to enable the procurement of the remaining license plate readers and cameras to cover the remaining two bridges. On October 7, 2015, the HIDTA Executive Board approved this request. This reprogramming of funds will not impact the normal operations of the Laredo Police Department HIDTA Task Force. The HIDTA Executive Board believes that this project is so important that they provided an additional \$85,000.00 in funds from the South Texas HIDTA Discretionary funds. This will enable the full funding of this project.

The Southwest Border High Intensity Drug Trafficking Area in the South Texas Region appreciates the efforts of the City of Laredo and the Laredo Police Department HIDTA Task Force in implementing a proactive law enforcement tool to better protect the citizens of Laredo. If you have any questions, please contact me at 210-499-2970.

Sincerely,

A handwritten signature in blue ink that reads "Tony Garcia".

Tony Garcia, Director  
Southwest Border HIDTA/South Texas Region



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Horacio De Leon, Asst. City Manager; Miguel A. Pescador, Purchasing Agent; Blasita Lopez, CVB Director; Maria Solis, Library Director

---

**SUBJECT**

Consideration to award contract FY16-013 to M. Goodwin Museum Planning, Inc's (MGMP), Los Angeles, CA for the Laredo Museum Feasibility Study for an amount not to exceed \$159,570.00. Contract amount includes: \$136,000.00 for the Museum Feasibility Study plus out-of-pocket expenses not to exceed \$23,570.00 (travel, postage, reimbursables and related costs). Study to be done in five (5) phases to include: an updated market analysis, market condition, community/regional facilities, market potential, suggested building design/specifications, economic and fiscal impact analysis. Funding is available in the Hotel-Motel Occupancy Tax Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On March 07, 2016 City Council selected MGMP out of 4 proposals and instructed City Staff to negotiate contract; On July 2015 City Council instructed City Staff to issue RFQ for Laredo Museum Feasibility Study.

**BACKGROUND**

The City of Laredo solicited Request for Qualifications and received 4 proposals for the Museum Feasibility Study. This Museum Feasibility Study includes: market research and analysis, market condition, market potential, incorporating quantitative and qualitative methods to ascertain the feasibility for a museum in Laredo. City Council previously approved the primary location for this museum to be the historic Old Federal Courthouse building. The 4 proposals were received from Arts Market, Bozeman, MT; Redline Architecture/Metaform Studio, Laredo, TX; Brown Reynolds Watford Architects, Dallas, TX; and M. Goodwin Museum Planning Inc., Los Angeles, CA.

Best value criteria was considered by the evaluation committee to review all submittals. After review and interviews, the committee's top recommended firm was M. Goodwin Museum Planning, Inc., Los Angeles, CA.

The team should include initial background research and interviews with City leadership, key stakeholders in the community, along with meetings with local businesses, the tourism industry and educational institutions to solicit input and guidance for the study. The project is estimated to be completed within 29 weeks (7 months).

Following a couple of negotiation meetings, MGMP and the City negotiated contract



terms for the Laredo Museum Feasibility Study as follows: Contract amount is not to exceed \$159,570.00 and includes the Museum Feasibility Study and out-of-pocket expenses (travel, postage, copies and related costs).

Scope of Work will include the following:

MGMP will initiate work immediately upon contract approval. Work process falls into five (5) distinct phases:

Phase 1: Project Orientation, Historic Preservation Due Diligence and Governance, Audience, Organizational and Comparable Institutions Studies

Phase 2: Functional, Operational and Historic Preservation Needs Statements; Community Meetings

Phase 3: Building Space Needs, Programming and Floor-By-Floor Diagram Development

Phase 4: Business Outlook, Conceptual Cost Estimation and Diagram Revision/Confirmation

Phase 5: Prepare Draft and Final Report and Executive Summary; Final Presentations  
Feasibility contract time is approximately 29 weeks.

## **COMMITTEE RECOMMENDATION**

None.

## **STAFF RECOMMENDATION**

It is recommended that this contract be approved.

---

### **Fiscal Impact**

<b>Fiscal Year:</b>	2016
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	Hotel-Motel Occup. Tax
<b>Account #:</b>	244-4930-553-5489
<b>Change Order: Exceeds 25% Y/N:</b>	

### **FINANCIAL IMPACT:**

Funding is available in the Hotel-Motel Occupancy Tax Fund account number 244-4930-553-5489.

---



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assitant City Manager

**Staff Source:** Rogelio Rivera, P.E., Engineering Department Director, Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to renew the existing annual contract FY13-036 to LSC Environmental Products, Appalachian, New York in an amount up to \$184,500.00 for the purchase of alternative daily cover material for the City Landfill. The materials are made of fiber and cement mortar used to replace the use of on-site soils for daily cover at the disposal area. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. All material will be ordered on an as needed basis. This contract may be extended three additional periods-upon mutual agreement of parties. Funding is available in the Solid Waste Services Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one (1) year contract on 5/5/15.

**BACKGROUND**

The City is required to cover the waste on a daily basis with a minimum of six inches of compacted soil. The use of this material results in an increased cell capacity for future solid waste disposal and significant cost savings in heavy equipment and manpower. There will be no freight charge on all delivered materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three more, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. 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.

Current Contract Pricing:

**LSC Environmental Products**

	Est. Qty	Unit Price	Ext. Price
Posi-Paks Type 100	500	\$ 42.50	\$ 21,250.00



Cement Kiln Dust	1,000	\$ 101.00	\$ 101,000.00
PSM200 Setting Agent	3,000	\$ 20.75	\$ 62,250.00
		Est. Total	<b>\$ 184,500.00</b>

## 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 #:** 55625605323024  
**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 FY13-036 LSC

---





**City of Laredo  
Purchasing Division  
Renewal Notice**

April 25, 2016

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Materials: FY13-036  
Contract Renewal Extension III

Dear Ms. Welch,

A contract for the purchase of alternative daily cover material was awarded to your company on May 6, 2013. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of six extension periods.

Current Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Posi-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

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) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

LSC Environmental Products, LLC	
Request a contract extension: <u>  X  </u>	Not request a contract extension: _____
Authorized Signature: <u>Karen P Welch</u>	
Print Name: <u>Karen P Welch</u>	
Date: <u>05/03/2016</u>	





**City of Laredo**  
**Purchasing Division**  
**Renewal Notice**

April 14, 2015

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Materials: FY13-036  
Contract Renewal Extension II

Dear Ms. Welch,

A contract for the purchase of alternative daily cover material was awarded to your company on May 6, 2013. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of six extension periods.

Current Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Post-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

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) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

LSC Environmental Products, LLC	
Request a contract extension:	<input checked="" type="checkbox"/> X Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	<u>Karen P. Welch</u>
Print Name:	<u>Karen P. Welch</u>
Date:	<u>04/16/2015</u>

City of Laredo - Purchasing Division, 5512 Thayer Ave., Laredo, Texas 78041  
Phone (956) 790-1800 Fax 790-1803





**City of Laredo  
Purchasing Division  
Renewal Notice**

April 14, 2015

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Materials: FY13-036  
Contract Renewal Extension II

Dear Ms. Welch,

A contract for the purchase of alternative daily cover material was awarded to your company on May 6, 2013. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of six extension periods.

**Current Contract Pricing**

<b><u>Description</u></b>	<b><u>Unit Price</u></b>
Posi-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

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) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

LSC Environmental Products, LLC

Request a contract extension: \_\_\_\_\_ Not request a contract extension: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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



## **Enrique Aldape III**

---

**From:** Ernesto Elizondo, Jr.  
**Sent:** Tuesday, April 14, 2015 10:28 AM  
**To:** Enrique Aldape III; Stephen R. Geiss; Irene Martinez  
**Subject:** RE: FY13-036 Alternative Daily Cover Material

Enrique,

Please renew the contract for this service,

Thank you,

Ernesto Elizondo Jr, CPM  
Administrative Assistant II  
Telephone 956-795-2510 Ext 1102  
Direct Tel: 956-326-1102  
Fax 956-796-1105  
Solid Waste Services Department  
[eeelizondo@ci.laredo.tx.us](mailto:eeelizondo@ci.laredo.tx.us)

-----Original Message-----

**From:** Enrique Aldape III  
**Sent:** Tuesday, April 14, 2015 9:09 AM  
**To:** Ernesto Elizondo, Jr.; Stephen R. Geiss; Irene Martinez  
**Subject:** FY13-036 Alternative Daily Cover Material

Good morning,

Do you wish to renew contract FY13-036? Please advise asap. The current contract expires on May 5, 2015.

Enrique Aldape III  
Administrative Assistant II  
City of Laredo Purchasing Division  
Phone: 956-794-1733  
Fax: 956-790-1805

-----Original Message-----

**From:** City of Laredo Purchasing Division [<mailto:cmiller@ci.laredo.tx.us>]  
**Sent:** Tuesday, April 14, 2015 9:00 AM  
**To:** Enrique Aldape III  
**Subject:** Scanned from Prchcopier 04/14/2015 08:00

Scanned from Prchcopier.  
Date: 04/14/2015 08:00  
Pages:1  
Resolution:200x200 DPI  
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**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

May 6, 2014

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Materials  
FY13-036: Extension I  
Approved by City Council on May 5, 2014

Dear Ms. Welch,

This is to inform you that contract FY13-036 was approved by the City Council on May 5, 2014. The term of this contract shall be for a period of twelve months. This is the first of six extension periods.

Current contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Posi-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miguel A. Pescador'.

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



**City Council-Regular**

**Meeting Date:** 05/05/2014

**Initiated By:** Jesus Olivares, Assistant City Manager

**Staff Source:** Rogelio Rivera, P.E., Engineering Department Director, Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to renew the existing annual contract FY13-036 to LSC Environmental Products, Appalachian, New York in an amount up to \$184,500.00 for the purchase of alternative daily cover material for the City Landfill. The materials are made of fiber and cement mortar used to replace the use of on-site soils for daily cover at the disposal area. Funding is available in the Solid Waste Services Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a twelve month (12) contract on 5/6/13.

**BACKGROUND**

The City is required to cover the waste on a daily basis with a minimum of six inches of compacted soil. The use of this material results in an increased cell capacity for future solid waste disposal and significant cost savings in heavy equipment and manpower.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five more, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. 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.

Current Contract Pricing:

**LSC Environmental Products**

	Est. Qty	Unit Price	Ext. Price
Posi-Paks Type 100	500	\$ 42.50	\$ 21,250.00
Cement Kiln Dust	1,000	\$ 101.00	\$ 101,000.00
PSM200 Setting Agent	3,000	\$ 20.75	\$ 62,250.00
		Est. Total	\$ 184,500.00

*Shows \$ includes freight.*



**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

---

	<b>Fiscal Impact</b>
<b>Fiscal Year:</b>	2014
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	
<b>Account #:</b>	55625605323024
<b>Change Order: Exceeds 25% Y/N:</b>	

**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.

---





**City of Laredo  
Purchasing Division  
RENEWAL NOTICE**

April 16, 2014

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Material - Landfill  
Contract FY13-036  
Extension I

Dear Ms. Welch,

A contract for the purchase of alternative daily cover material for the City of Laredo Landfill was awarded to LSC Environmental Products on May 6, 2013. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing.

Current contract pricing:

<u>Description</u>	<u>Unit Price</u>
Post-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

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,

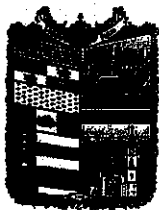
  
Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

LSC Environmental Products	
Request a contract extension: <u>X</u>	Not request a contract extension: _____
Authorized Signature: <u>Karen P. Welch</u>	
Print Name: <u>Karen P. Welch</u>	
Date: <u>04/16/14</u>	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956) 790-1800 Fax 790-1805





**City of Laredo  
Purchasing Division  
RENEWAL NOTICE**

April 16, 2014

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalchin, NY 13732

Re: Alternative Daily Cover Material - Landfill  
Contract FY13-036  
Extension I

Dear Ms. Welch,

A contract for the purchase of alternative daily cover material for the City of Laredo Landfill was awarded to LSC Environmental Products on May 6, 2013. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing.

Current contract pricing:

<u>Description</u>	<u>Unit Price</u>
Posi-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

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 A. Pescador  
Purchasing Agent

Xc: Purchasing File

LSC Environmental Products

Request a contract extension: \_\_\_\_\_ Not request a contract extension: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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



**/O=City of Laredo/OU=LAREDOINET/cn=Recipients/cn=ealdape**

---

**From:** Ernesto Elizondo, Jr.  
**Sent:** Tuesday, April 15, 2014 10:03 AM  
**To:** Enrique Aldape III; Stephen R. Geiss; Alejandro Benavides  
**Cc:** Miguel A. Pescador  
**Subject:** RE: Contract FY13-036

Enrique please proceed,

It is an important process for garbage cover at the working face of the landfill on a daily basis, it saves a tons of dirt.

Thank you,

Ernesto Elizondo Jr, CPM  
Administrative Assistant II  
Telephone 956-795-2510 Ext 1102  
Direct Tel: 956-326-1102  
Fax 956-796-1105  
Solid Waste Services Department  
[eelizondo@ci.laredo.tx.us](mailto:eelizondo@ci.laredo.tx.us)

-----Original Message-----

**From:** Enrique Aldape III  
**Sent:** Monday, April 14, 2014 2:04 PM  
**To:** Stephen R. Geiss; Alejandro Benavides; Ernesto Elizondo, Jr.  
**Cc:** Miguel A. Pescador  
**Subject:** Contract FY13-036

Good afternoon

The current contract for alternative daily cover material is set to expire on 5/6/2014. Do you wish to renew?  
Please advise asap.

Thanks

-----Original Message-----

**From:** City of Laredo Purchasing Division [<mailto:cmiller@ci.laredo.tx.us>]  
**Sent:** Monday, April 14, 2014 1:57 PM  
**To:** Enrique Aldape III  
**Subject:** Scanned from Prchcopier 04/14/2014 12:56

Scanned from Prchcopier.  
Date: 04/14/2014 12:56  
Pages:2  
Resolution:200x200 DPI  
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**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

May 7, 2013

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Material - Landfill  
Contract FY13-036  
Approved by City Council on May 6, 2013

Dear Ms. Welch,

This is to inform you that contract FY13-036 was approved by City Council on May 6, 2013. The term of this contract shall be for a period of one year or twelve months with an option to renew for six (6) additional twelve month periods upon mutual agreement by both parties.

**Awarded Commodities:**

<u>Description</u>	<u>Unit Price</u>
Posi-Paks Type 100	\$ 42.50
Cement Klin Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please fax (956-790-1805) me a copy of the required certificates of insurance, as per contract requirements, to my attention, if there are any questions regarding this authorization, please feel free to call me at (956) 790-1814.

Sincerely,

Handwritten signature of Enrique Aldape III in cursive.

Enrique Aldape III  
Administrative Assistant II

Xc: Purchasing File





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2013

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

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

<b>PRODUCER</b> Hauser Insurance Group 8280 Northcreek Drive, Suite 200 Cincinnati OH 45238		<b>INSURED</b> LSCEN-1 LSC Environmental Products LLC 2183 Pennsylvania Ave Apalachin NY 13732	
<b>INSURER A</b> Charlie Specialty Ins Co. <b>NAIC #</b> 768883 <b>INSURER B</b> National Union Fire Ins Co. <b>NAIC #</b> 18445 <b>INSURER C</b> Commerce & Industry Insurance <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>		<b>AGENT</b> Valente King Tel No. 513-745-9200 Fax No. 513-745-9219 Email: valente.king@thehausergroup.com	

## COVERAGES

CERTIFICATE NUMBER: 1088416872

REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	DESCRIPTION (FROM 1000)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		16024411	5/10/2013	5/10/2014	EACH OCCURRENCE \$1,000,000 BODILY INJURY (Per person) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		CA11100900	5/10/2013	5/10/2014	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	16024203	5/10/2013	5/10/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	ded <input checked="" type="checkbox"/> RETENTION \$10,000					
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y	WC00454208	5/10/2013	5/10/2014	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - SA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
	(Mandatory in NJ)					
	If yes, describe in brief DESCRIPTION OF OPERATIONS BELOW					

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

CITY OF LAREDO LANDFILL IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTO LIABILITY. A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LAREDO.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF LAREDO LANDFILL  
 6912 US HIGHWAY 359 P.O. BOX 1985  
 LAREDO TX 76043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*B. M. Wernall*

© 1988-2010 ACORD CORPORATION. All rights reserved.





Phone: (513) 936-7346  
Fax: (513) 984-7046

# Fax

<b>From:</b> Valerie King	<b>To:</b> Enrique Aldape III
<b>Pages:</b> 2	<b>Fax:</b> (956) 790-1805
<b>Date:</b> 5/10/2013 11:21:52 AM	<b>Phone:</b> ( ) -
<b>Subject:</b> COI	

**Confidential Note:** Information in this facsimile is confidential and intended for use by the individual or entity named. If you received this telecopy in error, please immediately telephone us and return the original via U.S. Postal.

**Message:**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2013

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

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

<b>PRODUCER</b> Hauser Insurance Group 8260 Northcreek Drive, Suite 200 Cincinnati OH 45236		<b>CONTACT</b> NAME: Valerie King PHONE (A/C No. Bn): 513-745-9200 FAX (A/C No.): 513-745-9219 EMAIL: Address: vking@thehausergroup.com	
<b>INSURED</b> LSC Environmental Products LLC 2183 Pennsylvania Ave Apalachin NY 13732		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Chartis Specialty Ins Co. NAIC # 26883 INSURER B: National Union Fire Ins Co. 19445 INSURER C: Commerce & Industry Insurance INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1068415872

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		16024411	3/10/2013	3/10/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		CA11180900	3/10/2013	3/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		16242363	3/10/2013	3/10/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC86454208	3/10/2013	3/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

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

CITY OF LAREDO LANDFILL IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTO LIABILITY. A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LAREDO.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF LAREDO LANDFILL  
 6912 US HIGHWAY 359 P.O. BOX 1965  
 LAREDO TX 78043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J.M. Worrall





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

May 7, 2013

Ms. Karen Welch  
LSC Environmental Products, LLC  
2183 Pennsylvania Avenue  
Apalachin, NY 13732

Re: Alternative Daily Cover Material - Landfill  
Contract FY13-036  
Approved by City Council on May 6, 2013

Dear Ms. Welch,

This is to inform you that contract FY13-036 was approved by City Council on May 6, 2013. The term of this contract shall be for a period of one year or twelve months with an option to renew for six (6) additional twelve month periods upon mutual agreement by both parties.

**Awarded Commodities:**

<b><u>Description</u></b>	<b><u>Unit Price</u></b>
Posi-Paks Type 100	\$ 42.50
Cement Kiln Dust	\$ 101.00
PSM200 Setting Agent	\$ 20.75

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please fax (956-790-1805) me a copy of the required certificates of insurance, as per contract requirements, to my attention. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1814.

Sincerely,

Enrique Aldape III  
Administrative Assistant II

Xc: Purchasing File



## COUNCIL COMMUNICATION

<b>DATE:</b> 05/06/13	<b>SUBJECT: MOTIONS</b> Consideration to award contract FY13-036 to the low bidder, LSC Environmental Products, Appalachian, NY, in the estimated annual amount of \$184,500.00 for the purchase of alternative daily cover material for the City Landfill. The materials are made of fiber and cement mortar used to replace the use of on-site soils for daily cover at the disposal area. Funding is available in the Solid Waste Services Department Fund.																																														
<b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager		<b>STAFF SOURCE:</b> Stephen R. Geiss, Solid Waste Department Director Francisco Meza, Purchasing Agent																																													
<b>PREVIOUS COUNCIL ACTION:</b> None.																																															
<b>BACKGROUND:</b> The City received two bids for awarding a contract for the annual supply of alternative daily cover material at the City Landfill. The City is required to cover the waste on a daily basis with a minimum of six inches of compacted soil. The use of these material results in an increased cell capacity of for future solid waste disposal and significant cost savings in heavy equipment and manpower. The term of this contract will be for a period of one year with an option to extend the contract for six additional one year periods.  Staff has reviewed the bids and is recommending that a contract be awarded to the low bidder LSC Environmental Products.  <b>Bid Summary</b> <table border="1"><thead><tr><th></th><th>Est. Qty</th><th>Unit Price</th><th>Ext. Price</th></tr></thead><tbody><tr><td colspan="4"><b><u>LSC Environmental Products</u></b></td></tr><tr><td>Posi-Paks Type 100</td><td>500</td><td>\$ 42.50</td><td>\$ 21,250.00</td></tr><tr><td>Cement Kiln Dust</td><td>1,000</td><td>\$ 101.00</td><td>\$ 101,000.00</td></tr><tr><td>PSM200 Setting Agent</td><td>3,000</td><td>\$ 20.75</td><td>\$ 62,250.00</td></tr><tr><td></td><td></td><td><b>Est. Total</b></td><td><b>\$ 184,500.00</b></td></tr><tr><td colspan="4"><b><u>ROMO Contractors LLC.</u></b></td></tr><tr><td>Posi-Paks Type 100</td><td>500</td><td>\$ 55.00</td><td>\$ 27,500.00</td></tr><tr><td>Cement Kiln Dust</td><td>1,000</td><td>\$ 118.00</td><td>\$ 118,000.00</td></tr><tr><td>PSM200 Setting Agent</td><td>3,000</td><td>\$ 31.00</td><td>\$ 31,000.00</td></tr><tr><td></td><td></td><td><b>Est. Total</b></td><td><b>\$ 238,500.00</b></td></tr></tbody></table>					Est. Qty	Unit Price	Ext. Price	<b><u>LSC Environmental Products</u></b>				Posi-Paks Type 100	500	\$ 42.50	\$ 21,250.00	Cement Kiln Dust	1,000	\$ 101.00	\$ 101,000.00	PSM200 Setting Agent	3,000	\$ 20.75	\$ 62,250.00			<b>Est. Total</b>	<b>\$ 184,500.00</b>	<b><u>ROMO Contractors LLC.</u></b>				Posi-Paks Type 100	500	\$ 55.00	\$ 27,500.00	Cement Kiln Dust	1,000	\$ 118.00	\$ 118,000.00	PSM200 Setting Agent	3,000	\$ 31.00	\$ 31,000.00			<b>Est. Total</b>	<b>\$ 238,500.00</b>
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<b>FINANCIAL IMPACT:</b> Funding for this service is available in the Solid Waste Fund budget. 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.  Solid Waste Fund- Landfill Cell Maintenance Account Number: 556-2560-532-3024																																															
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.																																													



**Bid Tabulation**

**FY13-036 Alternative Daily Cover Material**

**April 5, 2013 @ 4:00 PM**

**Description**

Posi-Paks Type 100 or Similar P.E.T fibers

Cement Kiln Dust

PSM200 Setting Agent or Similar

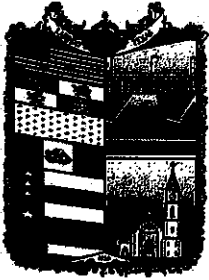
**Estimated Total**

ISC Environmental Products Apalachian, NY			
Quantity	Unit Price	Extended Price	
500	\$ 42.50	\$ 21,250.00	
1000	\$ 101.00	\$ 101,000.00	
3000	\$ 20.75	\$ 62,250.00	
		<u>\$ 184,500.00</u>	

ROMCO Contractors LLC Laredo, TX			
Quantity	Unit Price	Extended Price	
	\$ 55.00	\$ 27,500.00	
	\$ 118.00	\$ 118,000.00	
	\$ 31.00	\$ 93,000.00	
		<u>\$ 238,500.00</u>	



**CITY OF LAREDO  
PURCHASING DIVISION**



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**ALTERNATIVE DAILY COVER MATERIAL-SOLID WASTE DEPARTMENT**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing alternative daily cover material for the Solid Waste Department.

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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on April 4, 2013; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on April 5, 2013.

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

**Bid: Alternative Daily Cover Material– Solid Waste Department  
FY13-036**

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 bids, and to waive any minor irregularities.



**CITY OF LAREDO  
PURCHASING DIVISION**



**City of Laredo  
Purchasing Division**

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**WITNESS MY HAND AND SEAL, ON THIS 15th DAY OF MARCH 2013.**

Gustavo Guevara Jr.  
City Secretary



**CITY OF LAREDO  
PURCHASING DIVISION**

**Bidder Information:**

**Please complete all information requested below and submit with your bid 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 bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid 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 bid

Print Name \_\_\_\_\_  
of person authorized to sign bid

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

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Bidders 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:	<input type="checkbox"/>				

*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**

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**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_forms.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)** include:

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

**Conflict of Interest Information**



**CITY OF LAREDO  
PURCHASING DIVISION**

**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

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**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders 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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids 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, P.O. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS**

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.



**CITY OF LAREDO  
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require to assure compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS**

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

**6.0 LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
  - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
  - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
  - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.



**CITY OF LAREDO  
PURCHASING DIVISION**

**9.0 INTENT OF CONTRACT**

- (a) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. 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. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

**10.0 AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statutes.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
  - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 INSURANCE REQUIREMENTS**

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability in the name of the contractor in minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation (\$1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.



**CITY OF LAREDO  
PURCHASING DIVISION**

- (b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of \$1,000,000 each occurrence each accident and \$1,000,000 disease each-occurrence and \$1,000,000 each disease aggregate.
- (c) Commercial Auto Liability insurance at minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
- (d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

**12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS**

Not applicable for this contract

**13.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

**14.0 CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**15.0 PROHIBITED INTERESTS IN CONTRACTS**

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

**(c) Financial Interest.**

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;
- (2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;
- (3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:
  - (A) Ten percent (10%) or more of the voting stock or shares of the business entity; or
  - (B) Ten percent (10%) or more of the fair market value of the business entity; or



**CITY OF LAREDO  
PURCHASING DIVISION**

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- (4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:  
    (A) a subcontractor on a city contract;  
    (B) a partner; or  
    (C) a parent or subsidiary business entity.

**16.0 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**17.0 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 bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**18.0 EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION**

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.



**CITY OF LAREDO  
PURCHASING DIVISION**

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**Formal Invitation for Bids  
Alternative Daily Cover Material-Solid Waste Department**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing material for an alternative daily cover for the Solid Waste Department. Copies of the bid 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](http://www.cityoflaredo.com)

**19.0 Scope**

Bidders are required to read the specifications carefully and inspect the site before the bid deadline to become familiar with the requirements. Bidders are also required to examine the local conditions, investigate the difficulties to be encountered and determine the accessibility of the location.

The material will be utilized at the City of Laredo Landfill. The landfill is situated two miles east of the intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359.

- 19.1 Any questions or comments regarding this request for proposal must be submitted in writing no later than March 27, 2013 to:

Enrique Aldape III  
City of Laredo Purchasing Division  
5512 Thomas Ave.,  
Laredo, TX 78041  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

- 19.2 Responses to the written comments shall be distributed to all interested parties in the form of an addendum to the proposal document.

- 19.3 For further information about the proposal you may contact:  
Ernesto Elizondo: [eeelizondo@ci.laredo.tx.us](mailto:eeelizondo@ci.laredo.tx.us) or Sylvia Garza: [sgarza2@ci.laredo.tx.us](mailto:sgarza2@ci.laredo.tx.us)  
Phone number 956-795-2510 — fax number 956-796-1105

**20.0 General Conditions**

- 20.1 Contract shall be for a period of 12 months with an option to renew for six (6) additional twelve month period upon mutual consent of both parties.
- 20.2 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 20.3 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.
- 20.4 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council.
- 20.5 **Payment and Invoicing**  
All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.



**CITY OF LAREDO  
PURCHASING DIVISION**

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- 20.6 Bidders' facilities and equipment may be a determining factor in making the bid award. Bidder's facilities and equipment may be subject to inspection by the City of Laredo.
- 21.0 Minimum Cover Specifications (Material):**  
The system shall be a spray-applied, fiberized, cementitious alternative daily cover system to replace the use of on-site soils for daily cover.
- 21.1 The system shall be designed for use by one landfill operator during each operating day for compliance with Texas Commission on Environmental Quality regulations for landfill alternative daily cover. The system shall meet the federal and state requirements for the control of landfill vectors, fires, odors, wind-blown litter and scavenging.
- 21.2 The system shall provide a continuous sprayed applied coating of fiberized, cementitious material ranging from 1/4" - 1/2" over typical landfill surfaces (working face). The material shall be capable of functioning as long-term (up to 6 month duration) cover as well as daily cover. When properly applied the surface which is being covered shall not be visible from any angle.
- 21.3 The material shall be Posi-Shell or equal, which is certified nonflammable, nonfuel contributing, and non-smoke producing in accordance with ASTM E-1354.
- 21.4 The material shall have a hydraulic conductivity less than  $1 \times 10^{-5}$  cm/sec permeability. The material shall not contain free liquids as defined by Paint Filter Test SW846.
- 22.0 Regulatory Requirements**  
The Bidder shall provide material meeting the requirements of the Alternative Daily Cover Plan in City of Laredo Landfill's MSW Permit No. 1693, approved by the Texas Commission on Environmental Quality.
- 23.0 Unit Price**  
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. The City will not take action to intentionally delay legitimate manufacturer unit price increases.
- 23.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.
- 24.0 Award of Contract**  
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.
- 24.1 All quantities listed are estimates only for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.



**CITY OF LAREDO  
PURCHASING DIVISION**

**25.0 Bid Price Schedule**

Description	Quantity	Unit Price	Extended Price
Posi-Paks Type 100 or similar P.E.T fibers	500 Paks (35# bags)	\$	\$
Cement Kiln Dust	1000 Tons	\$	\$
PSM200 Setting Agent or similar	3000 (50# bags)	\$	\$
		Estimated Total	\$



**CITY OF LAREDO  
PURCHASING DIVISION**

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**26.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M on April 4, 2013; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on April 5, 2013.

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

**Bid: Alternative Daily Cover – Solid Waste Department  
FY13-036**

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

Hand Delivered:

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

**Required Submittals:**

- 1. Bidder information sheet (Page 3)**
- 2. Conflict of Interest Disclosure (Page 5)**
- 3. Bid Sheet (Page 13)**
- 4. Please submit one original signature bid document and two copies**



CITY OF LAREDO  
PURCHASING DIVISION

**Bidder Information:**

**Please complete all information requested below and submit with your bid 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 bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: LSC Environmental Products, LLC

Signature Karen P. Welch  
of person authorized to sign bid

Date 04/01/13

Print Name Karen Welch  
of person authorized to sign bid

Title: Vice President of Finance and Controller

Business Address: 2183 Pennsylvania Avenue

City, State, Zip Code: Apalachin, NY 13732

Telephone Number: (607) 625-3050

Fax Number: (607) 625-2689

Contact Person Email Address: jkoehler@posishell.com

Federal Tax ID Number: 27-5340766

Bidders Principal/Corporate Place of Business Address: same as above

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: X

If other state business status: Limited Liability Company

State how long under its present business name: since March 2011

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No <u>X</u>	Disadvantaged Business Enterprise (DBE):	Yes	No <u>X</u>
Small Disadvantaged Business Enterprise (SDBC)	Yes	No <u>X</u>	Other: Please specify		
This company is not a certified minority business:	<u><input checked="" type="checkbox"/></u>				

*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**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**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.**

No relationships exist

**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

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 Code 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

**4 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







#2

CITY OF LAREDO  
PURCHASING DIVISION

**Bidder Information:**

**Please complete all information requested below and submit with your bid 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 bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Romo Contractor LLC

Signature [Signature] Date 4/4/2013  
of person authorized to sign bid

Print Name NELSO MOLINA  
of person authorized to sign bid

Title: Project Manager

Business Address: 203 Valladolid

City, State, Zip Code: Laredo TX 78046

Telephone Number: (956) 231-9142 Fax Number: (956) 724-4174

Contact Person Email Address: neldo@romocontractors.com

Federal Tax ID Number: 45-5447449

Bidders 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: 3 year

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disadvantaged Business Enterprise (DBE):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Small Disadvantaged Business Enterprise (SDBC):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Other: Please specify	_____
This company is not a certified minority business: <input type="checkbox"/>			

*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**

**25.0 Bid Price Schedule**

Description	Quantity	Unit Price	Extended Price
Posi-Paks Type 100 or similar P.E.T fibers	500 Paks (35# bags)	\$ 55.00	\$ 27,500.00
Cement Kiln Dust	1000 Tons	\$ 118.00	\$ 118,000.00
PSM200 Setting Agent or similar	3000 (50# bags)	\$ 31.00	\$ 93,000.00
		Estimated Total	\$ 238,500.00



CITY OF LAREDO  
PURCHASING DIVISION

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

**OFFICE USE ONLY**

Date Received

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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.

N/A

☐ 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.

N/A

Name of Officer

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.

N/A  
Signature of person doing business with the governmental entity

Date





March 29, 2013

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

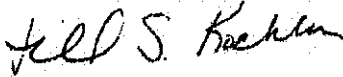
**Bid No.: FY13-036**  
**Bid: Alternative Daily Cover Material –Solid Waste Department**  
**Bid Date: April 5, 2013**  
**Bid Time: 4:00 p.m.**

Enclosed please find our bid for the Alternative Daily Cover Material for use at the City of Laredo Landfill. We are supplying materials as specified in the bid. Enclosed is the following:

1. Bidder Information Sheet
2. Conflict of Interest Disclosure
3. Bid Sheet

Thank you for the opportunity to provide this bid for the City of Laredo.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jill S. Koehler", written in a cursive style.

**Jill S. Koehler**  
**Senior Manager**



**LSC Environmental Products, LLC**  
2183 Pennsylvania Avenue • Apalachin, NY 13732 • phone 607.625.3050 • fax 607.625.2689  
Toll-free: 800.800.7671 • [www.postshell.com](http://www.postshell.com)





**City Council-Regular****Meeting Date:** 05/16/2016**Initiated By:** Robert Eads, Assitant City Manager**Staff Source:** Riazul I. Mia, P.E., CFM, Utilities Director

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**SUBJECT**

Authorizing the City Manager to approve Amendment No. 3 to the professional engineering services contract in the amount of \$134,780.00 to LNV, INC., Laredo for revising designs and re-submittal for FAA clearance determination, revision on environmental information document, redesigning of drainage, piping, access road, tank and TCEQ plan review due to relocation of the storage tank to reduce construction cost. With this amendment the total new contract amount is \$513,807.00. Funding is available in the 2015 Water Revenue Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On December 02, 2013 City Council awarded the contract in the amount of \$358,527.00 to LNV, Inc. for the design of the San Isidro 3 Million Gallon (MG) Elevated Water Storage Tank.

On August 18, 2014, City Council approved amendment No. 1 to the contract in the amount of \$13,000.00 for Initial Coordination and Environment Documentation for Environment Information Document.

On January 20, 2015 City Council approved amendment No. 2 to the contract in the amount of \$7,500.00 for relocation of the tank and re-submittal for FAA clearance determination.

**BACKGROUND**

This amendment for additional services is required due to relocation of tank location to reduce construction cost. The relocated tank location would require high concrete retaining wall, costly access road and drainage mitigation and piping. The new location will be closer to existing booster station with no need for concrete retaining wall, reduce length on access road and piping, and less drainage issues. LNV will revise the design plans, re-submit FAA Clearance determination, revision on EID, redesigning of drainage, piping, access road, tank and TCEQ plan review.

Description	Amount
Original Contract	\$358,537.00
Amendment No. 1 for Addition Services	\$13,000.00



Amendment No. 2 for relocation of tank	\$7,500.00
Amendment No. 3 relocation of tank to reduce construction cost	\$134,780.00
Total .....	\$513,807.00

## **COMMITTEE RECOMMENDATION**

Operations and Finance Committee

## **STAFF RECOMMENDATION**

Approval of Motion

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### **Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2015 Water Rev. Bond  
**Account #:** 557-4197-538-0359  
**Change Order: Exceeds 25% Y/N:** Y

### **FINANCIAL IMPACT:**

Funding is available in the 2015 Water Revenue Bond account #557-4197-538-0359.

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### **Attachments**

Amendment #3

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## **SCOPE OF SERVICES**

### **Project:**

#### **Amendment No 3**

#### **Design of New San Isidro Subdivision 3 MG Elevated Storage Tank**

### **Background**

LNv Engineering is currently under contract to provide professional engineering services associated with the design and construction of the New San Isidro Subdivision 3 MG Elevated Water Storage Tank (EST), including site development, facility security, lighting for operation purposes, and connection of the tank to a suitable, existing water distribution line near the proposed storage tank location. After completion of the Preliminary Design and Design phases, LNv was directed to provide a proposal for all professional engineer services associated with redesign of the proposed EST in order to move the EST to a new site, near the previously proposed site. This amendment will provide the scope and fee for the necessary additional services associated with relocating the EST to the newly proposed site.

### **General Description of Work**

Provide consulting services, as outlined below, to assist the City of Laredo in relocating the proposed EST to the newly proposed site and providing a complete set of Construction Bid, Contract Documents, Specifications, and Plans be developed and issued for bidding and construction of the proposed EST. The scope of work required-tasks will generally consist of but not be limited to the following; project coordination, site drainage design, inlet/outlet piping design, site access road design, EST design, 36" line alignment, site security, revised EID, FAA determination, and TCEQ plan review.

### **Scope of Services and Fees**

#### **Basic Services**

1. Preliminary Design Phase
  - a. Project Management
    - (1) The Engineer will manage all aspects of this project. This will include but is not limited to:
      - (a) Conferring with the City regarding the design parameters of this project.
      - (b) The Engineer will provide agenda and purpose for each formal meeting; document and distribute meeting minutes and a meeting report within seven (7) working days of the meeting. Participation in up to four (4) formal meetings with City staff.
      - (c) Participation in discussions with the operating department and other agencies (such as the Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete this Project.
      - (d) Coordination of the various disciplines involved with this project.



b. Preliminary Phase Site Layout/Schematic

The Preliminary Design Phase will include the following (with CONSTRUCTABILITY and VALUE ENGINEERING being a major element in all the following items):

- (1) One (1) copy in an approved electronic format, and one (1) paper copy of the Site Layout/Schematic to the City for review.
- (2) A Scope of Work for soil investigations, boring and laboratory testing. (The City will provide necessary soil investigation and testing under one or more separate contracts).
- (3) Review of the Project with the respective Operating Department(s) and discussions including clarification and definition of intent and execution of the Project; The Engineer will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.
- (4) Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).
- (5) Identify results of site field investigation including site findings, existing conditions, potential right of way/easements, and probable Project design solutions; (which are common to municipalities).
- (6) Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).
- (7) Advise of environmental site evaluations and archeology reports that are needed for the Project (Environmental issues and archeological services to be an Additional Service).
- (8) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and permitting, environmental, historical, construction, and geotechnical issues; and meet with pertinent authorities.
- (9) Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well-defined proposed scope of design, probable cost estimates(s) and design alternatives.
- (10) Provide an analysis on project impacts towards “re-engineering” and effects on cost savings toward City operations, which this project will affect.
- (11) Task List:
  - Siting Evaluation and Recommendations based on existing improvements.
  - Tank Sizing and Elevations.
  - Recommendations for pipe tank interconnection with existing facilities based on hydraulic evaluation.



- Re-designed 36" alignment
- Electrical Instrumentation, controls, and SCADA
- Water Quality: Hydrodynamic Mixing/Cycling.
- Coordination with City and Telecommunication Companies regarding antennae needs (WiFi, WiMax, cellular franchises, City Emergency Services, SCADA).
- Site Security (gate, fencing, card readers, cameras).
- Site Development (access road, drainage, landscaping, drain and overflow routing).
  - Revised drainage plan
  - Revised site layout (including ancillary buildings/facilities)
- Study Potential Use of Bottom Floor of Tank Pedestal as Office Space or Storage.
- Corrosion Protection (coatings, steel thickness, piping material).
- Federal Aviation Administration Coordination for Obstruction Study and Determination of Obstruction Lighting.
  - (1) A new FAA report study will be prepared and submitted for determination at the new site as an additional service.
- ~~• Hydraulic evaluation consisting of determination of existing and future demands in pressure zone, pressure maintenance criteria, design and control strategies for cycling tank (water age), and storage volume requirements.~~
- Design Schedule
- Construction Schedule
- Estimated Construction Cost
- Estimated Project Cost for Capital Improvements Planning
- ~~• Provide a letter stating that the Engineer and Sub-consultant Engineers have checked and reviewed the Final Design Memorandum prior to submission.~~
- Topographic Survey: Provide field surveys, as required for design including the necessary control points, coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.



City Staff will provide one set only of the following information/services (as applicable):

- a. Record drawings, record information of existing facilities, and utilities maps (as available from City Engineering files), for the area.
- b. The preliminary budget, specifying the funds available for construction;
- c. Aerial photography for the Project area.
- d. Related GIS mapping for existing facilities.
- e. A copy of existing studies and plans of proposed development and future land use in the study area by the City of Laredo.
- f. Field location of existing city utilities. (Engineer to coordinate with City Operating Department).
- g. Provide applicable Master Plans.
- h. Internal correspondence of observations and perceptions that could improve the quality of the finished project.
- i. Geotechnical subsurface exploration study of the selected option.
- j. Subsurface Utility Exploration (SUE) of tie-in points and potential conflicts.

## 2. Design Phase

Upon approval of the preliminary phase, designated by receiving authorization to proceed, the Engineer will proceed with the preparation of one (1) set of Construction Bid, Contract Documents, and Plans for the project. The Design Phase will include the following items:

- a. Study, verify, and implement Preliminary Design Phase recommendations, developed during the Preliminary Design Phase, including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these plans into the construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and staff.
- b. Topographic Survey – Upon completion of Preliminary Design and subsequent site selection, topographic surveys will be performed at the tank location to begin plan preparation (as required)
- c. Prepare Construction Bid and Contract Documents in City format (using City Standards as applicable), including Contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.
- d. Provide assistance identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- e. Prepare final quantities and estimates of probable costs with the recommended construction schedule. The construction schedule will provide a phased approach to better track progress and payments.



- f. Provide traffic controls including a Traffic Control Plan for the construction of the tank, distribution system piping connections, and tank inlet/outlet piping.
- g. Furnish one (1) copy of the interim plans (plans only-identify needed specifications) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected utilities including City and all other affected entities.
- h. A Design Workshop will be conducted to assimilate all review comments, at the Interim plan submittal.
- i. Provide 1 copy of pre-final plans and bid documents to the City staff for review and approval purposes with revised estimates of probable costs. Compile comments and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants.
- j. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff. **The Consultant Engineer shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**
- k. Provide Storm Water Pollution Prevention Plan requirements for Contractor's compliance with NPDES permitting.
- l. Obtain TCEQ approval of design.
- m. Environmental Issues and Permitting - Upon completion of the Preliminary Design Phase, Phase 1 Environmental Site Assessments would be performed at the proposed tank location consisting of records review, site visits, determination of environmental concerns, and permit identification. Permits will be obtained from the proper resource agencies in advance of construction activities as required. (Environmental issues to be an Additional Service).
  - (1) This task will be accomplished by reviewing and assessing the new proposed site location revising and re-submitting the previously submitted Environmental Information Document (EID), as an additional service.
- n. Upon approval by the Director of Utilities, provide twenty-five (5) hard copy sets and twenty-five (1) electronic sets (CD) of final plans and contract documents suitable for reproduction (In City Format) and said bid documents henceforth become the sole property and ownership of the City of Laredo.
- o. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- p. Provide standardized SCADA documentation, which will include PFDs, P&IDs, loop sheets, logics, SCADA architecture, DCS I/O lists, instrument lists, tie-in lists, piping lists, equipment lists, and instrumentation specification sheets.

### 3. Bid Phase

- a. The Bid Phase will be as specified in the original contract.



4. Construction Phase

- a. The Construction Phase will be as specified in the original contract.

**Additional Services**

5. The Additional Services will be as listed below.

**TOTAL AMENDMENT NO. 3 - \$134,780.00**

**Summary of Fees**

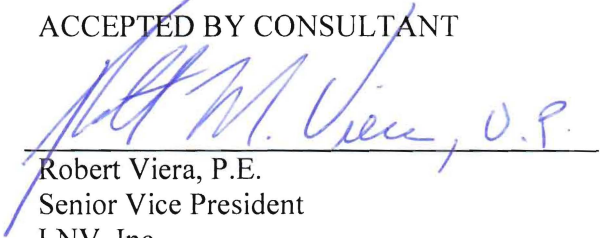
	Original Contract	Amd. No. 1	Amd. No. 2	Amd. No. 3	Combined Contracts Total
<b>Basic Services</b>					
Preliminary Design	\$ 125,485.00		\$ 1,500.00	\$ 26,956.00	\$ 153,941.00
Design	\$ 161,337.00		\$ 6,000.00	\$ 87,674.00	\$ 255,011.00
Bid	\$ 17,926.00				\$ 17,926.00
Construction	\$ 53,779.00				\$ 53,779.00
<b>Basic Services Sub-Total</b>	<b>\$ 358,527.00</b>	<b>\$ -</b>	<b>\$ 7,500.00</b>	<b>\$ 114,630.00</b>	<b>\$ 480,657.00</b>
<b>Additional Services</b>					
Environmental Issues (Allowance)	\$ 3,500.00				\$ 3,500.00
Warranty Phase (Allowance)	\$ 6,000.00				\$ 6,000.00
FAA Determination (Amd. #3)				\$ 8,500.00	\$ 8,500.00
Initial Coordination (Amd. #1)		\$ 800.00			\$ 800.00
<del>Environmental Documentation for Categorical Exclusion (CE) (Amd. #1)</del>		<del>\$ 4,200.00</del>			<del>\$ -</del>
Environmental Documentation for Environmental Information Document (EID)		\$ 12,200.00			\$ 12,200.00
Environmental Review and EID Revision and Submittal (Amd. #3)				\$ 11,650.00	\$ 11,650.00
<b>Additional Services Sub-Total</b>	<b>\$ 9,500.00</b>	<b>\$ 13,000.00</b>	<b>\$ -</b>	<b>\$ 20,150.00</b>	<b>\$ 42,650.00</b>
<b>Total</b>	<b>\$ 368,027.00</b>	<b>\$ 13,000.00</b>	<b>\$ 7,500.00</b>	<b>\$ 134,780.00</b>	<b>\$ 523,307.00</b>



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, actin by the hand of \_\_\_\_\_ Thereunto authorized \_\_\_\_\_ does now sign, execute and deliver this document.

DONE AT LAREDO, TEXAS, on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ACCEPTED BY CONSULTANT

  
Robert Viera, P.E.  
Senior Vice President  
LNV, Inc.

APPROVED BY OWNER

\_\_\_\_\_  
Riazul I. Mia, P.E., C.F.M.  
Utilities Director

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

\_\_\_\_\_  
Jesus Olivares  
City Manager

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

\_\_\_\_\_  
Heberto L. Ramirez  
Acting City Secretary

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

\_\_\_\_\_  
Raul Casso  
City Attorney

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



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assitant City Manager

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

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**SUBJECT**

Consideration for approval of the selection of engineering consultant, Parra & Co. based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the preparation of operation and maintenance manual and standard operation procedures for South Laredo Wastewater Treatment Plant. Funding is available in the 2010 Sewer Revenue Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Request For Qualifications (RFQ) were advertised on February 18, 2016 and the RFQ was closed on March 25, 2016. A total of three (3) licensed engineering firms responded to the request and staff from various departments reviewed the submittals and ranked the qualified firms based on: 1) Specialized experience of firm; 2) Project personnel; 3) Approach to work; and, 4) Other considerations. Item will return to council for approval of contract after the negotiation.

**COMMITTEE RECOMMENDATION**

Finance and Operations Committee

**STAFF RECOMMENDATION**

Approval of Motion

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**Fiscal Impact**

**Fiscal Year:**

**Bugeted Y/N?:**

**Source of Funds:**

**Account #:**

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



**FINANCIAL IMPACT:**

No Financial impact.

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**Attachments**

Rank

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5816 Daugherty Avenue  
Laredo, TX 78041  
(956) 721-2000



PREPARATION OF OPERATION AND MAINTENANCE MANUAL AND STANDARD OPERATION PROCEDURES (SOP) FOR SOUTH LAREDO WASTEWATER TREATMENT PLANT		Last Updated: 4/20/2016
<b>Consulting Firm</b>	Rank	
HDR ENGINEERING , INC.	1	
HAZEN/LNV	1	
PARRA & CO.	2	



**City Council-Regular**

**Meeting Date:** 05/16/2016

**Initiated By:** Robert Eads, Assitant City Manager

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

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**SUBJECT**

Consideration for approval of the selection of engineering consultant, JBS Water based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the Comprehensive Water Distribution & Meter Management Audit. Funding is available in the 2015 Water Revenue Bond and 2014 Sewer Revenue Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Request For Qualifications (RFQ) were advertised on March 23, 2016 and the RFQ was closed on April 15, 2016. A total of four (4) licensed engineering firms responded to the request and staff from various departments reviewed the submittals and ranked the qualified firms based on: 1) Previous Experience; 2) Qualification of team; and, 3) Approach to work.

**COMMITTEE RECOMMENDATION**

Finance and Operations Committee

**STAFF RECOMMENDATION**

Approval of Motion

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**Fiscal Impact**

**Fiscal Year:**

**Bugeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**



No financial impact at this juncture. Funding is available in the 2014 Sewer Revenue Bond and 2015 Water Revenue Bond.

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**Attachments**

Rank

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5816 Daugherty Avenue  
Laredo, TX 78041  
(956) 721-2000



Comprehensive Water Distribution & Meter Management Audit		Last Updated: 5/3/2016
Consulting Firm	Rank	
JBS Water	1	
Black & Veatch	2	
UtiliWorks Consulting	3	
Water Management Services	4	