

# **CITY OF LAREDO CITY COUNCIL MEETING**

**A-2014-R-12**

**CITY COUNCIL CHAMBERS**

**1110 HOUSTON STREET**

**LAREDO, TEXAS 78040**

**AUGUST 4, 2014**

**5:30 P.M.**



## **DISABILITY ACCESS STATEMENT**



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

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

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. MINUTES**

#### **Approval of the minutes of July 21, 2014.**

#### **Citizen comments**

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

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

## **V. INTRODUCTORY ORDINANCES**

1. Authorizing the City Manager to execute a lease with the Hydroworks Inc., for the approximately 1,520 sq. ft. hangar known as Building 1328 at the Laredo International Airport. Lease term is for three (3) years commencing on September 1, 2014, and ending on August 31, 2017. The building is being leased in "AS IS" condition. Initial rent shall be four hundred fifty six dollars (\$456.00) per month. Rent will be adjusted annually based on the Consumer Price Index (CPI); providing for an effective date.
  
2. Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo: specifically adding Section 19-364 (12) which establishes the north and south side of 8000 to 8600 block of Milo as a No Parking/Tow Away Zone and correcting the numbering of Section 19-364 (10) to 19-364 (11) and to amend Ordinance 2013-0-150, Section 19-364-10 to remove the west side of N. Texas Ave., between U.S. 59 and Travis St., as a No Parking/Tow Away Zone within city limits of Laredo; providing severability and for an effective date and publication.
  
3. Amending the City of Laredo 2013-2014 Laredo Auto Theft Task Force annual budget by increasing revenues in the amount of \$54,934.00 and expenses in the amount of \$54,534.00 to fund the Laredo Auto Theft Task Force and accepting a grant award in the amount of \$433,514.00 from the State of Texas Automobile Burglary and Theft Prevention Authority. The Texas Automobile Burglary and Theft Prevention Authority will fund the Laredo Auto Theft Task Force for the period of September 1, 2014 through August 31, 2015. This grant pays for salaries, equipment and supplies for Laredo Police Department (LPD) personnel to combat auto theft in the City of Laredo. **(Approved by Finance Committee)**

## **VI. FINAL READING OF ORDINANCES**

- 4.

**2014-O-083** Amending the City of Laredo FY 2014 Airport Construction Budget to appropriate revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-76-14 in the amount \$2,890,905.00 to install Security Fencing to include replacement of vehicular gates with sliding gates and access controls along with video cameras; installation of fiber optic cable along with airfield thermal cameras; and, hardware and software upgrades to accommodate system expansion and increase functionality of the badging and dispatch systems. The City's local match in the amount of \$321,212.00 (10%) is available in the Airport Construction Fund Budget.

**2014-O-084** Authorizing the City Manager to enter into contract with the Texas Department of State Health Services (DSHS) and amending the FY 2013-2014 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$159,889.00 for the City of Laredo Health Department Healthcare and Hospital Preparedness Program (HPP) to continue to conduct readiness among healthcare providers to address mass treatment, care, casualties in response to an event for the period beginning July 1, 2014 through June 30, 2015.

**2014-O-085** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2-C, Block 1, Ramirez Business Park Subdivision, located at 501 South Creek Drive, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

**2014-O-086** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare center on South 75.46' of Lot 5, and North 63.43' of Lot 5, Block 1654, Eastern Division, located at 2720 Clark Boulevard and 2304 North Arkansas Avenue; providing for publication and effective date. **(AS AMENDED)**

**2014-O-087** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 1, Alexander Commercial Subdivision Phase I, located at 1705 Del Mar Boulevard Unit A-27 (also known as 7619 Rocío Drive, Unit A-27); providing for publication and effective date.

**2014-O-088** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for townhouses on Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive; providing for publication and effective date. **(AS AMENDED)**

**2014-O-089** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 22.46 acres, as further described by metes and bounds in attached Exhibit "A", located at the west side of Bob Bullock Loop between Shiloh Drive and Eskimo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

**2014-O-090** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 8.54 acres, as further described by metes and bounds in attached Exhibit "A", located at the northwest corner of Eskimo Drive and Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

**2014-O-091** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 26.75 acres, as further described by metes and bounds in attached Exhibit "A", located at the southwest corner of Shiloh Drive and Bob Bullock Loop, from R-1 (Single-Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

**2014-O-092** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a truck sales center on South one half of Lot 5, and Lots 5A and 7, Block 266, Western Division, located at 1512, 1514 and 1518 Santa Ursula Avenue; providing for publication and effective date. **(AS AMENDED)**

**2014-O-093** An Ordinance Amending Chapter 24, Section 24.78 of the City of Laredo Land Development Code, Entitled Off-Street Parking and Loading Requirements, Specifically Chapter 24, Section 24-78.3 Parking Space Formulas, by reducing required parking for offices from 1 per 200 sq. ft. to 1 per every 250 sq. ft.; reducing the required parking for sit down restaurants from 18 per 1,000 sq. ft. to 12 per 1,000 sq. ft.; reducing the requirement for queuing spaces at fast food drive-thru from 8 to 6 and removing redundant language from Bed and Breakfast formula; providing for publication and effective date.

**2014-O-094** Authorizing the City Manager to approve an amendment to the lease agreement with Sanchez Oil and Gas Corporation approved by Ordinance No. 94-O-175 for Building No. 374, Building No. 372 and a 73,299 square foot tract of unimproved land. The proposed amendment changes the lease term from ten (10) to five (5) years from October 1, 2014 to September 30, 2019, provides for a \$1,000.00 per month rent abatement for improvements, deletes a tract of unimproved land, amends lease termination clause, and amends LESSEE'S rental obligation from

\$20,879.76 to \$15,879.76 effective October 1, 2014. All other terms and conditions of the lease agreement remain in effect and unchanged.

## VII. RESOLUTIONS

5. **2014-R-78** Authorizing the City Manager to accept a grant in the amount of \$90,982.00 from the Office of Justice Programs, Bureau of Justice Assistance for funding the 2014 or Justice Assistance Grant (JAG) for the period of October 1, 2014 through September 30, 2017. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County. **(Approved by Finance Committee)**
  
6. **2014-R-79** Accepting the conveyance of the following Utility and Utility Access Easement, for the right to construct, reconstruct, repair and perpetually maintain water line improvements and the placement of a water meter within the 150 sq. ft. tract being out of Lot 1, Block 14, Killam Industrial Park Unit 09, from:  
  
Majestic Laredo Partners, L.P., (Majestic Laredo GP II, L.L.C., By: Majestic Realty Co., (General Partner) Edward P. Roski, Jr. President) - Utility easement as follows:  
  
150 Square Feet, a copy of which conveyance is attached as Exhibit A:  
  
And directing that the said Easement be filed of record in official property records of Webb County, Texas.
  
7. **2014-R-80** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$22,076,554.00 to fund the expansion of the South Laredo Wastewater Treatment Plant from 12 MGD to 18 MGD. By securing this loan through TWDB, the City of Laredo will save approximately \$291,837.45 per year over 30 years, for a total savings of \$8,755,123.53. **(Approved by Finance Committee)**
  
8. **2014-R-81** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$4,600,000.00 to fund the construction of a 24" Waterline on the west side of Loop 20 (Casa Verde Rd.). By securing this loan through TWDB, the City of Laredo will save approximately \$66,012.89 per year over 30 years, for a total savings of \$1,980,386.76. **(Approved by Finance Committee)**

## VIII. MOTIONS

9. Approving the submission of the 2014 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding in the amounts of \$3,553,204.00 in 40<sup>th</sup> Action Year Community Development Block Grant (CDBG) funds, \$685,083.00 in HOME Investment Partnership Program funds, and \$292,883.00 in Emergency Solutions Grant funds, \$8,751.00 in CDBG program income, \$97,062.00 in Section 108 Loan Repayment, \$48,000.00 in Housing Rehabilitation Revolving Loan funds, and \$82,296.00 in HOME program income. Also authorizing the City Manager to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

### 40th AY Community Development Block Grant

Community Development Administration	\$709,079
Housing Rehabilitation Administration	\$207,831
Housing Rehabilitation Loan Program (\$8,751 PI)	\$458,751
Code Enforcement	\$525,254
Graffiti Removal Program	\$43,269
Hamilton Hotel - Section 108 Loan Repayment	\$97,062
Transitional Housing Development	\$200,000
Cigarroa Splash Park	\$200,000
Slaughter Park Basketball Dome	\$200,000
K Tarver Park Recreational Improvements	\$150,000
District IV Sidewalks	\$50,000
Median Beautification Phase II	\$200,000
District VII Sidewalks	\$200,000
Seven Flags Park Improvement Phase II	\$200,000
Street Sign Upgrades	\$217,771
<b>Total</b>	<b>\$3,659,017</b>
Revolving Loan Administration	\$8,499
Housing Rehabilitation Revolving Loan	\$39,501
<b>Total</b>	<b>\$48,000</b>

### HOME Investment Partnership Grant

Administration	\$68,508
Downpayment Assistance Program (\$82,296 PI)	\$206,060
Tenant Based Rental Assistance	\$390,048
CHDO set-aside	\$102,763
<b>Total</b>	<b>\$767,379</b>

### Emergency Solutions Grant

Administration	\$21,950
Homeless Prevention	\$67,354
Homeless Shelter Program	\$85,593
Essential Services - Shelter	\$43,788
Rapid Re-Housing	\$55,717
Homeless Management Information System (HMIS)	\$6,564
Street Outreach	\$11,917
<b>Total</b>	<b>\$292,883</b>

10. Authorizing the City Manager to submit an application for funding in the amount of \$90,000.00 to the Texas Department of State Health Service (DSHS) Healthy Texas Babies (HTB) request for proposal RFP #: 537-15-133393. The contract will allow the City of Laredo Health Department to expand community partnerships to promote healthy mothers and healthy newborn children. **(Approved by Finance Committee)**
  
11. Consideration for approval of Amendment No. 1, an increase of \$61,341.00 to the professional services contract with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for construction administration services for the Laredo International Airport Perimeter Fence Replacement, Gate Replacement and Gate Relocation. Funding will be available in the Airport Construction Fund – FAA Grant No. 76 contingent upon approval of Ordinance 2014-O-083. **(Approved by Finance Committee)**
  
12. Consideration for approval of Amendment No. 2, an increase of \$114,691.00 to the professional services contract with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for construction administration services for the Laredo International Airport Security System Improvements. Funding will be available in the Airport Construction Fund – FAA Grant No. 76 contingent upon approval of Ordinance 2014-O-083. **(Approved by Finance**

## **Committee)**

13. Consideration to approve of change order No. 2, an increase of \$105,300.00 to the construction contract with ALC Construction, Inc., Laredo, Texas for the Farias Boxing Gym to include items on the Parking Lot Phase II and to add forty-five (45) calendar days to the construction contract time. Current construction contract amount with this change order is \$713,110.00 and construction contract time with this change order is two hundred twenty-five (225) calendar days. Completion date for the project is scheduled for October 2014. Funding is available in the CDBG 39th Action Year. **(Approved by Finance Committee)**
  
14. Consideration for approval of Northwest Laredo Community Center located at 15201 Cerralvo Drive in the Villas San Agustin Subdivision, Unit 3 as complete, approval of change order No. 1, a decrease of \$58,240.00 for the balance of quantities actually constructed in place and to add two hundred twenty-two (222) calendar days to the construction contract time, release of partial retainage and approval of final payment in the amount of \$247,485.30 to Leyendecker Construction, Inc., Laredo, Texas. An amount of \$50,000.00 is being retained until completion of pending punch list items. Final construction contract amount is \$5,137,760.00. Funding is available in the Capital Improvement Fund and the 2009 C.O. **(Approved by Finance Committee)**
  
15. Consideration for approval of Amendment No. 3, an increase of \$21,000.00 to the professional services contract with Puig Engineering, Laredo, Texas, Laredo Division of Civil Engineering Consultants, for additional engineering services, for time extension, additional analysis, review of studies required by TxDot, additional scope of work and utility adjustments. Contract period is extended to August 31, 2016, to allow for bidding and construction phase services to the West Laredo Corridor - Flecha Lane/Las Cruces Intersection re-alignment. Current engineering contract amount with this amendment is \$375,345.00. Funding is available in the Capital Improvement Fund-West Laredo Corridor – Phase II. **(Approved by Finance Committee)**
  
16. Consideration to award contract FY14-075 to the sole bidder, Gateway Glass & Mirror, Laredo, Texas in an amount up to \$15,000.00 for the purchase of windshield and back glass replacement parts/services for the City's automobiles and trucks. 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 six (6), additional one (1) years periods each upon mutual agreement of the parties and subject to future budget appropriations. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget. **(Approved by Finance**

## Committee)

17. Consideration to award contract FY14-070 to the sole bidder, Gutierrez Machine Shop, Laredo, Texas in an amount up to \$750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Funding is available in the Utilities Department Budget. **(Approved by Finance Committee)**
  
18. Consideration to ratify the award of annual contracts FY14-053 by the City Manager to the following bidders:
  1. Laredo Cycle Sports, Laredo, Texas in an amount up to \$20,000.00; and
  2. Corpus Christi Cycles, South Padre Island, Texas in an amount up to \$15,000.00,for the purchase of motorcycle Original Equipment Manufacturer (OEM) parts/services for the City's Police motorcycles. 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, additional one (1) years periods each upon mutual agreement of the parties and subject to future appropriations. All parts and services will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget. **(Approved by Finance Committee)**
  
19. Consideration for approval of change order No. 1, in the amount of \$114,857.50 for a total final contract amount of \$1,773,547.50 to QRO-Mex Construction Inc.; Granite Shoals, Texas for the Lomas Del Sur, Cielito Lindo, Backwoods Trail and SH359 Waterline Extensions project. The contractor for this change order will install a 24" steel casing for a future sanitary sewer main. The construction contract is amended from one hundred twenty (120) working days to one hundred ninety (190) working days. Funding for the change order is available in the 2006 Sewer Revenue Bond, 2007 Sewer Revenue Bond, and 2008B Sewer C.O. Bond. **(Approved by Finance Committee)**
  
20. Approval of the 2014 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2014; and setting of the public hearing dates of August 18<sup>th</sup> and September 2<sup>nd</sup>, 2014 for the proposed tax rate of \$0.637000/\$100 value. **(This will be the Eleventh year that the City adopts the same tax rate.)**

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

21.

### **A. Request by Mayor Pro-Tempore Esteban Rangel**

1. Discussion with possible action to install speed cushions on Balboa Street and Cordova Lane, under the Special Provision of the Speed Hump Installation Policy using District II Discretionary funds.

### **B. Request by Council Member Jorge A. Vera**

1. Discussion with possible action on the process and the criteria utilized for the naming of city parks and to consider prioritizing the naming after fallen Fire Fighters and Police Officers, Laredo's own philanthropists and others.

## **X. EXECUTIVE SESSION**

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

## **XI. ADJOURNMENT**

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, July 30, 2014 at 5:00 p.m.

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Gustavo Guevara, Jr.  
City Secretary

## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** James Arthur with CBA Laredo Escon, LP

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

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### SUBJECT

**2014-O-088** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for townhouses on Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive; providing for publication and effective date. **(AS AMENDED)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela, Jr. at the meeting of July 21, 2014.

### BACKGROUND

**Council District:** V – The Honorable Roque Vela, Jr.

**Proposed use:** Townhouses

**Site:** The site is currently vacant.

**Surrounding land uses:** To the north and east are single-family residences. To the south is vacant undeveloped land. West of the site is vacant undeveloped land, vacant lots and single-family residences.

**Comprehensive Plan:** The Comprehensive Plan identifies this area as Medium Density Residential.

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify either Lost Hills Trail or Escondido Drive; U.S. Highway 59 is identified as an Expressway.

**Letters sent to surrounding property owners:** 64 In Favor: 0 Opposed: 1

### 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.

Staff does not support the current SUP application because it violates the Subdivision Ordinance, the Laredo Land Development Code, and the City of Laredo Standard Technical Specifications Manual. It does not meet minimum lot and driveway or setback requirements.

If the Council could like to consider the issuance of a Special Use Permit, Staff proposes the following conditions:

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes, provided it meets the 24 foot wide lot requirements at property line.
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.
6. Front yard setback shall be 20 feet.

The Planning and Zoning Commission recommended approval with the following conditions:

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes., ~~provided it meets the 24 foot wide lot requirements at property line.~~
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.
6. ~~[Front yard setback shall be 20 feet]~~ The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.
7. The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.

## **IMPACT ANALYSIS**

**R-2 (Multi-Family Residential District):** The purpose of the R-2 (Multi-Family Residential District) 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?**

No. Escondido is a private residential subdivision which includes both townhouses and site-built single family residences.

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

No. The zoning for this subdivision is R-2 (Multi-Family Residential District) and there currently exist two Special Use Permits for townhouses.

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

Possibly. When a subdivision is not yet built out, additional development will probably influence the living conditions in the neighborhood. With an increase in residences, there will be an increase in activity, including traffic and noise, within the neighborhood.

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

Yes. The R-2 zoning does not allow for townhouses without a Special Use Permit.

**COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 6 to 1 vote, recommended approval of the Special Use Permit.

**STAFF RECOMMENDATION**

Staff does not support the Special Use Permit.

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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### **Attachments**

[2014-O-088 corrected](#)

[2014-O-088 Exhibit A site plan](#)

[zc-51-2014 maps](#)

[zc-51-2014 photos](#)

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**ORDINANCE NO. 2014-O-088**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR TOWNHOUSES, ON LOTS 1 AND 2, BLOCK 2, ESCONDIDO SUBDIVISION UNIT 2, LOCATED AT 4903 AND 4917 ESCONDIDO DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, the owner of Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive, has requested a Special Use Permit for townhouses; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **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 July 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for townhouses on Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive.

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

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes [~~-, provided it meets the 24 foot wide lot requirements at property line~~].
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.

6. ~~[Front yard setback shall be 20 feet]~~ *The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.*
7. *The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.*

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

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

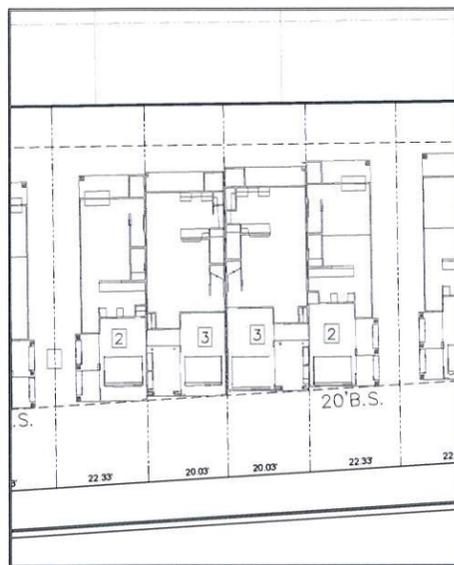
ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

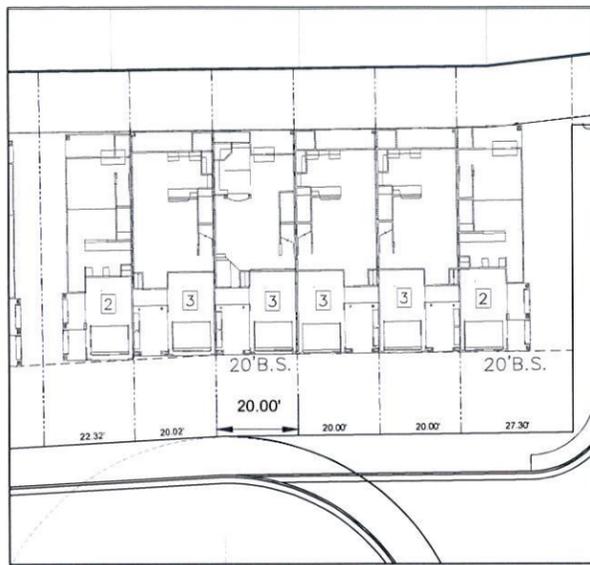
APPROVED AS TO FORM:

RAUL CASSO  
CITY ATTORNEY

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



**4 Plex Parking**  
4 Enclosed  
6 Not Enclosed  
10 Total

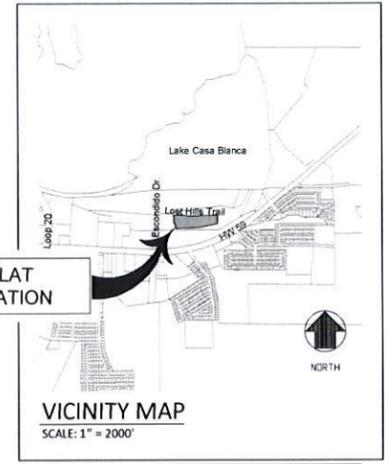


**6 Plex Parking**  
6 Enclosed  
10 Not Enclosed  
16 Total

LOT AREA TABLE					
LOT	SF	AC	LOT	SF	AC
1	6520.62	0.1497	34	2038.74	0.0468
2	1656.89	0.0380	35	1810.35	0.0416
3	1780.56	0.0409	36	1800.42	0.0413
4	1881.36	0.0432	37	1800.36	0.0413
5	1969.08	0.0452	38	1800.36	0.0413
6	2056.81	0.0472	39	2524.78	0.0580
7	2755.74	0.0633	40	8372.79	0.1922
8	2838.33	0.0652	41	3134.79	0.0720
9	2206.66	0.0507	42	1713.17	0.0393
10	2160.12	0.0496	43	1717.52	0.0394
11	2335.98	0.0536	44	1721.88	0.0395
12	2259.05	0.0519	45	1726.24	0.0396
13	1968.01	0.0452	46	1730.59	0.0397
14	1944.39	0.0446	47	1734.95	0.0398
15	1924.18	0.0442	48	7094.33	0.1629
16	1903.97	0.0437	49	4203.00	0.0965
17	2099.10	0.0482	50	1738.46	0.0399
18	2073.97	0.0476	51	1880.07	0.0432
19	1838.69	0.0422	52	2008.64	0.0461
20	1818.48	0.0417	53	2347.88	0.0539
21	2003.77	0.0460	54	2424.54	0.0557
22	1978.64	0.0454	55	2214.41	0.0508
23	1753.19	0.0402	56	2210.33	0.0507
24	1732.98	0.0398	57	2458.25	0.0564
25	1712.77	0.0393	58	2451.65	0.0563
26	1692.56	0.0389	59	2193.17	0.0503
27	1867.76	0.0429	60	2187.86	0.0502
28	1877.67	0.0431	61	2433.20	0.0559
29	1725.79	0.0396	62	2426.59	0.0557
30	1790.03	0.0411	63	2170.70	0.0498
31	1842.52	0.0423	64	2165.38	0.0497
32	1860.16	0.0427	65	2408.14	0.0553
33	2060.03	0.0473	66	2401.53	0.0551

**Inset A, Typical 4 Plex Dimensions**  
SCALE: 1" = 20'

**Inset B, Typical 6 Plex Dimensions**  
SCALE: 1" = 20'



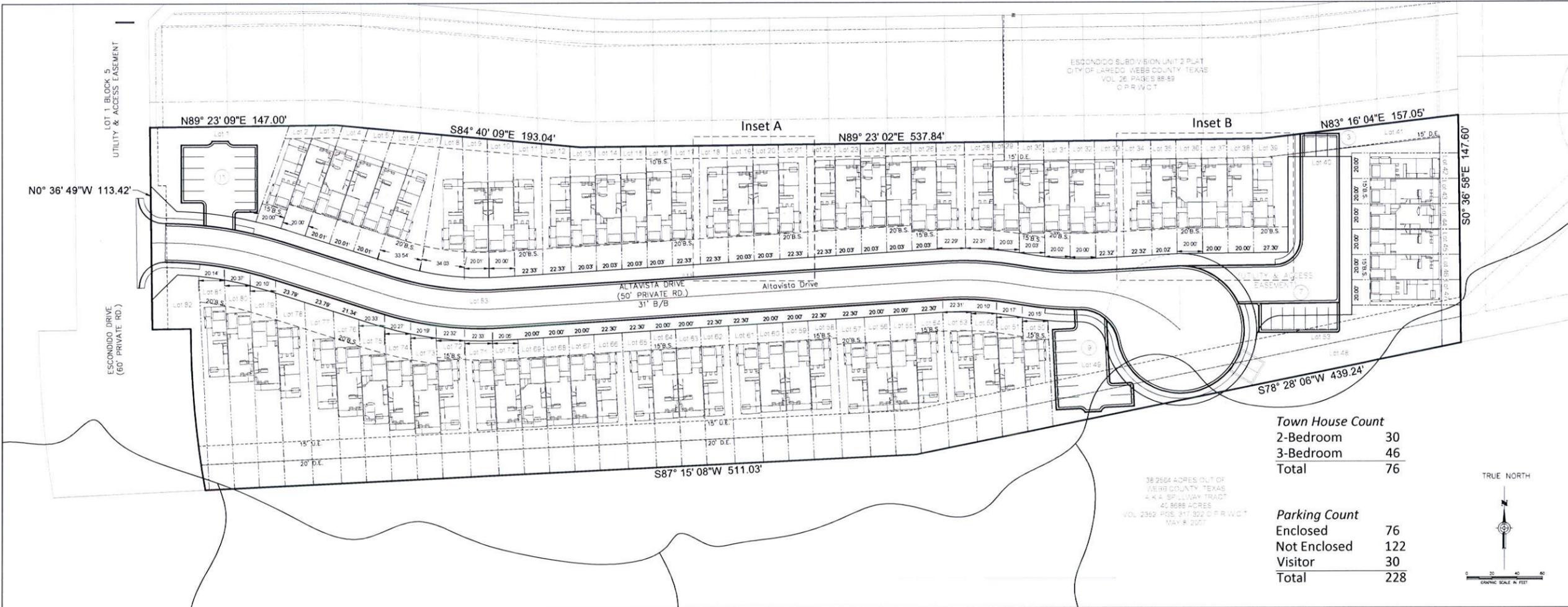
**LEGEND**

- EXISTING PROPERTY LOT LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY BOUNDARY LINE
- EXISTING FLOOD ZONE
- EXISTING UTILITY EASEMENT
- EXISTING DRAINAGE EASEMENT
- BUILDING SET BACK
- PROPOSED PROPERTY LOT LINE
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING STORM DRAIN
- 2 BEDROOMS
- 3 BEDROOMS

**ISSUED**

#	DATE	DESCRIPTION
1	05/14/2014	SPECIAL USE PERMIT
2	07/23/2014	SPECIAL USE PERMIT

**peud consulting llc**  
Registration Number T-14954  
109 E Del Mar, # 5  
Laredo, Texas 78041  
(210) 621-5797 tel



**1 SITE LAYOUT**  
SCALE: 1" = 40'

**Town House Count**

2-Bedroom	30
3-Bedroom	46
<b>Total</b>	<b>76</b>

**Parking Count**

Enclosed	76
Not Enclosed	122
Visitor	30
<b>Total</b>	<b>228</b>

38.2564 ACRES OUT OF  
WEBB COUNTY, TEXAS  
4 & A SP LWAY TRACT  
40.8688 ACRES  
VOL. 2369 PAGES 317-321 O.P.R.W.C.T.  
MAY 8, 2007

ALTAVISTA SUBDIVISION LAYOUT  
CITY OF LAREDO, WEBB COUNTY TEXAS

**SITE LAYOUT**

SHEET NO.:  
**C1**  
1 of 1  
JOB NO.: 2014.007

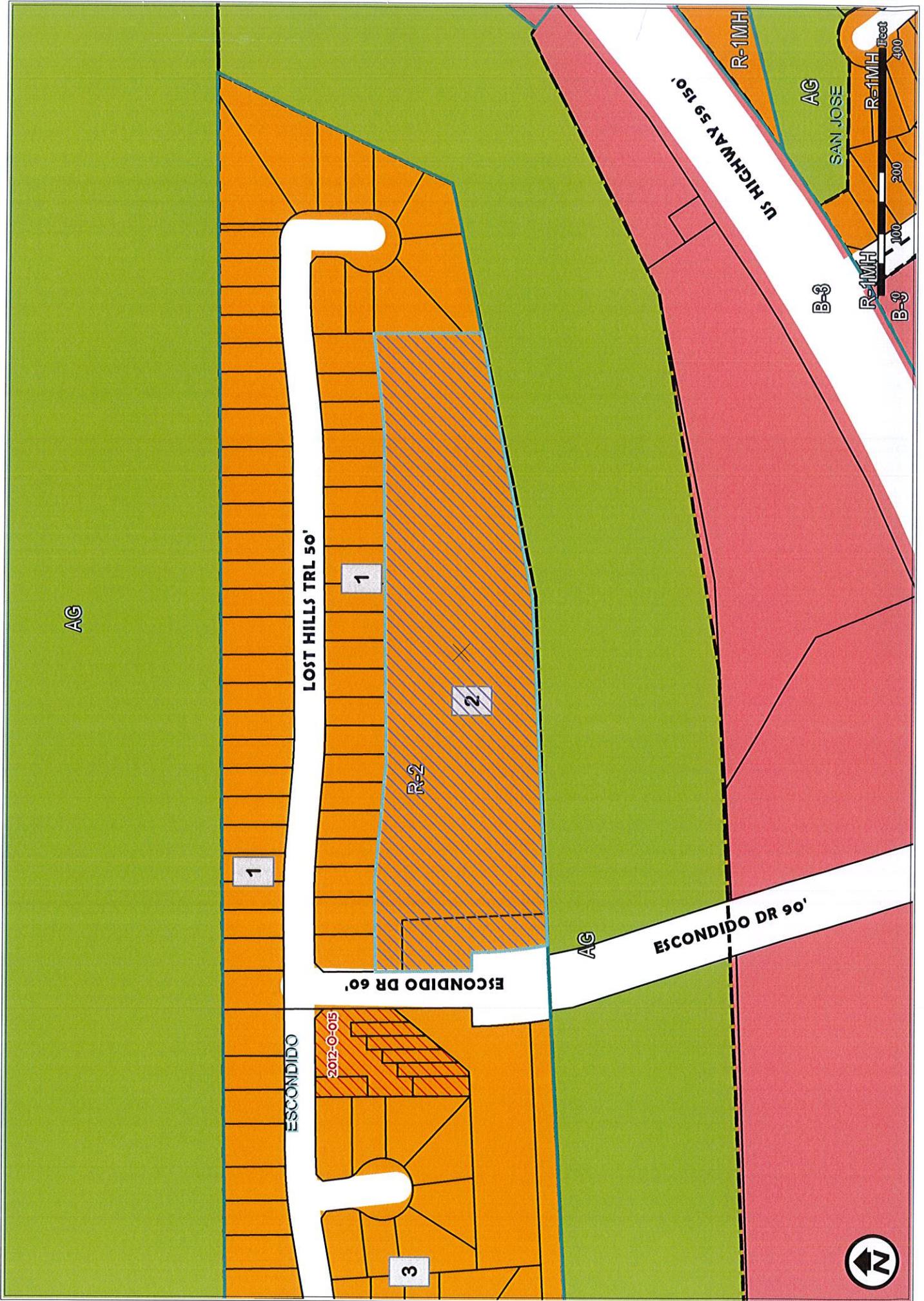
EXHIBIT "A" (revised)

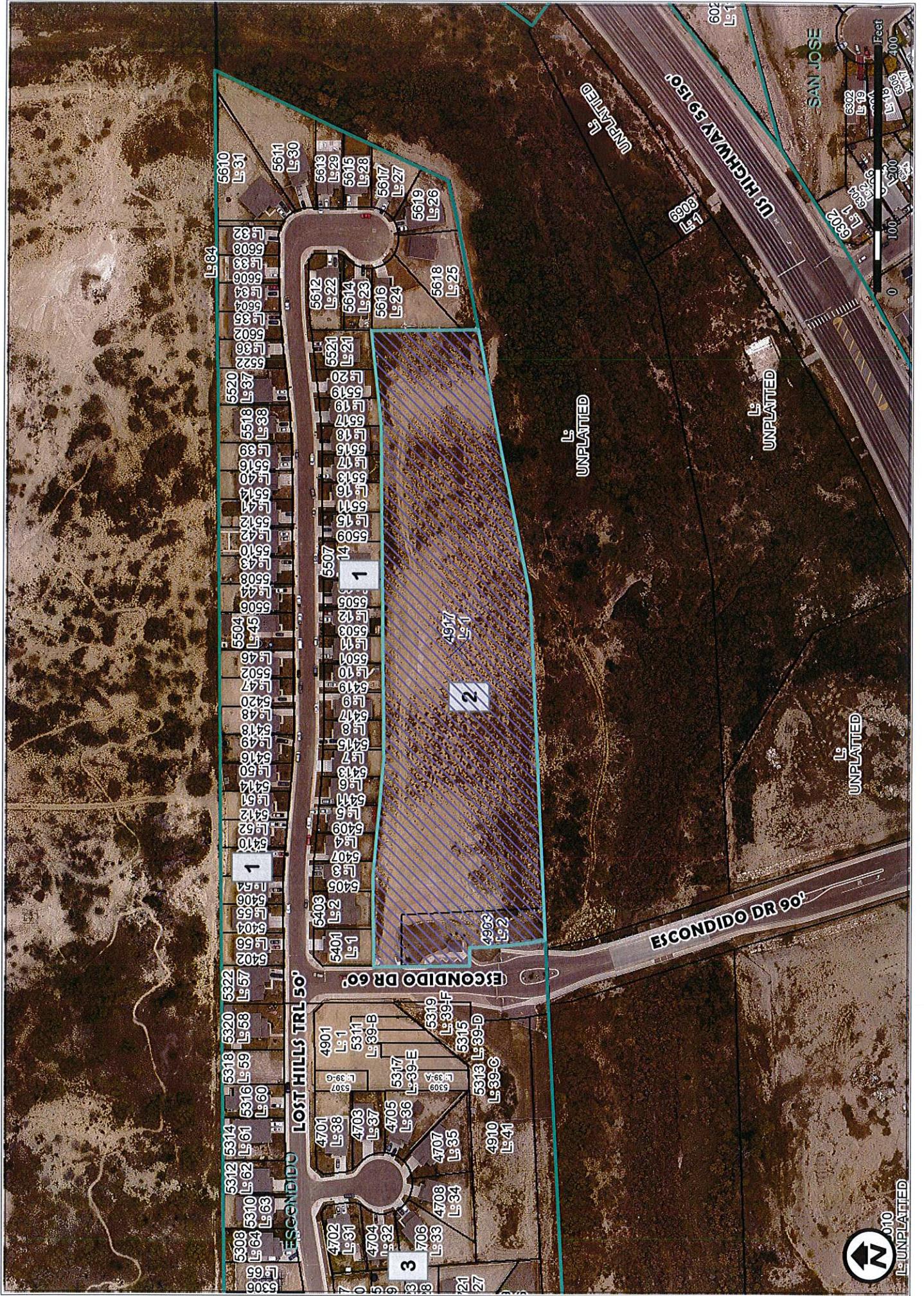
APPLICATION FOR  
S.U.P. (SPECIAL USE PERMIT)

4903&4917 ESCONDIDO DR  
COUNCIL DISTRICT 5  
ZC-51-2014

ZONING MAP  
1 inch = 200 feet  
Date: 5/27/2014

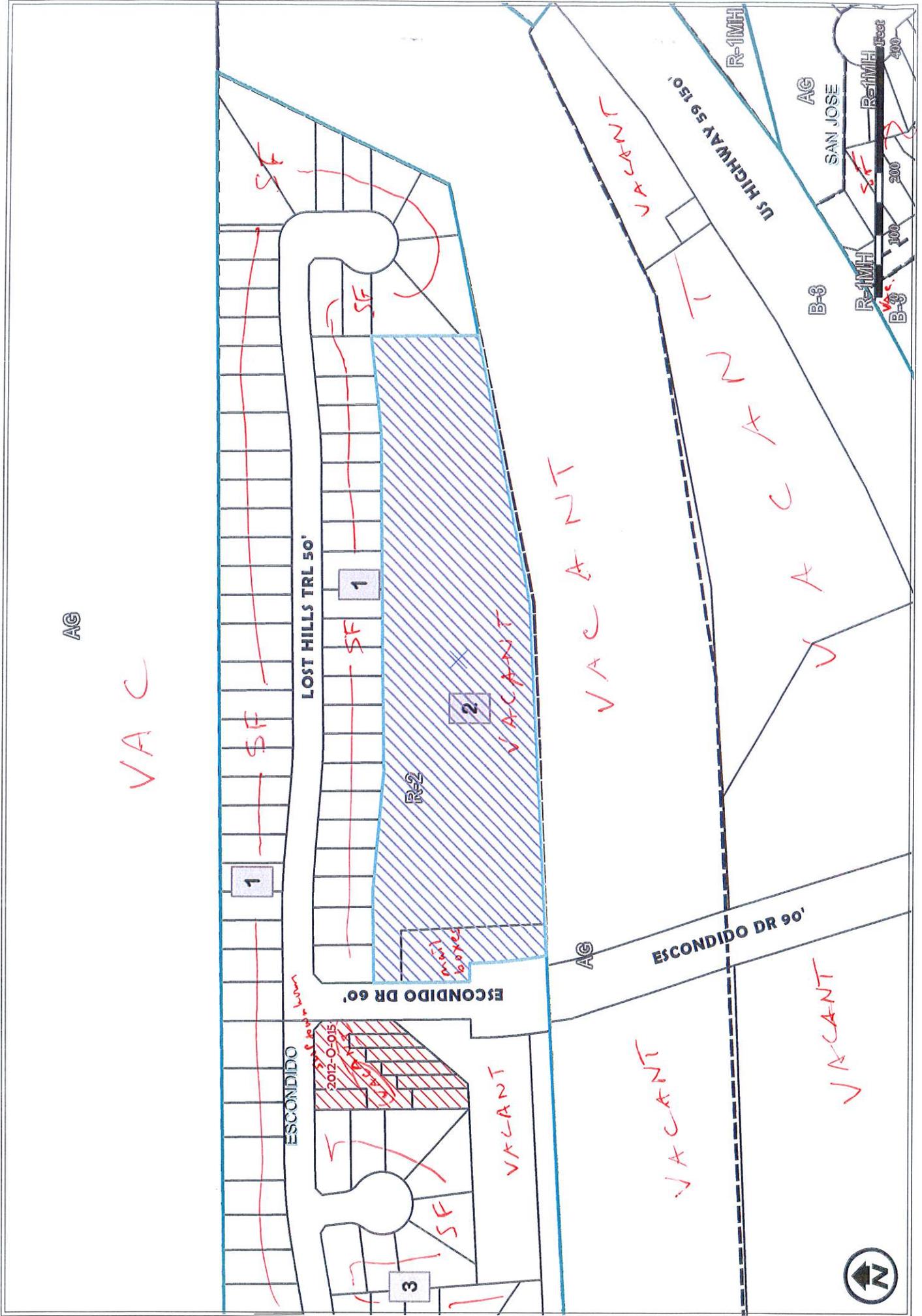
-  S.U.P. (SPECIAL USE PERMITS)
-  C.U.P. (CONDITIONAL USE PERMITS)
-  S.U.P. & C.U.P.





UNPLATTED

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



AG

VAC

1

SF

LOST HILLS TRL 50'

1

SF

R-2

2

VACANT

VACANT

AG

VACANT

ESCONDIDO DR 90'

VACANT



US HIGHWAY 99 150'

R-1MH

AG

B-3

R-1MH

R-1MH

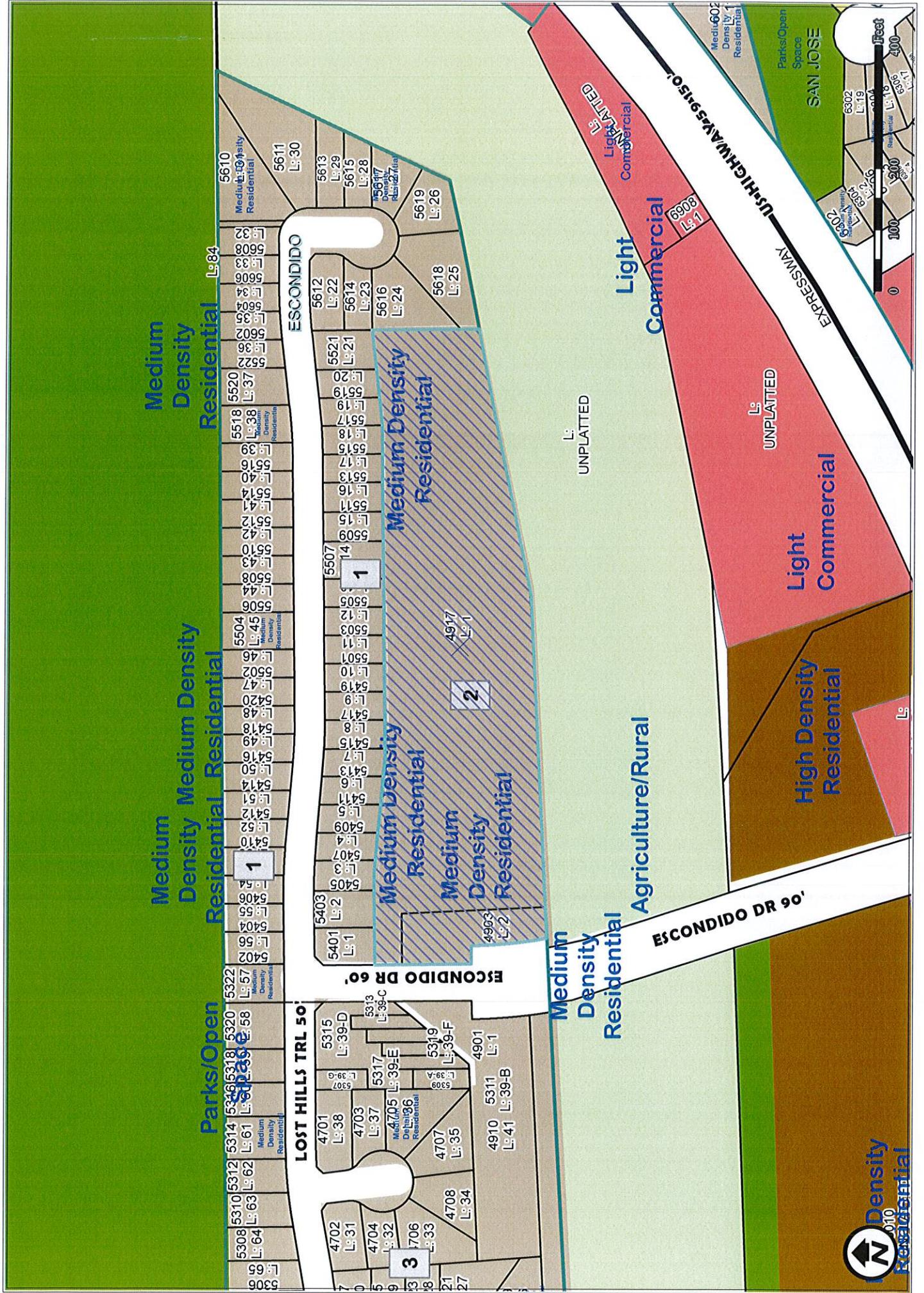
B-3

SAN JOSE

200

100

400



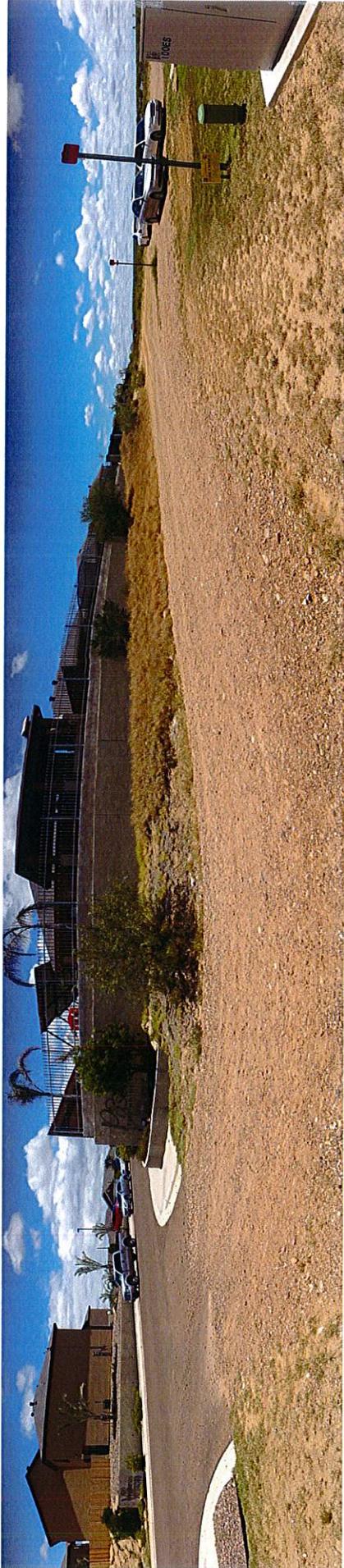
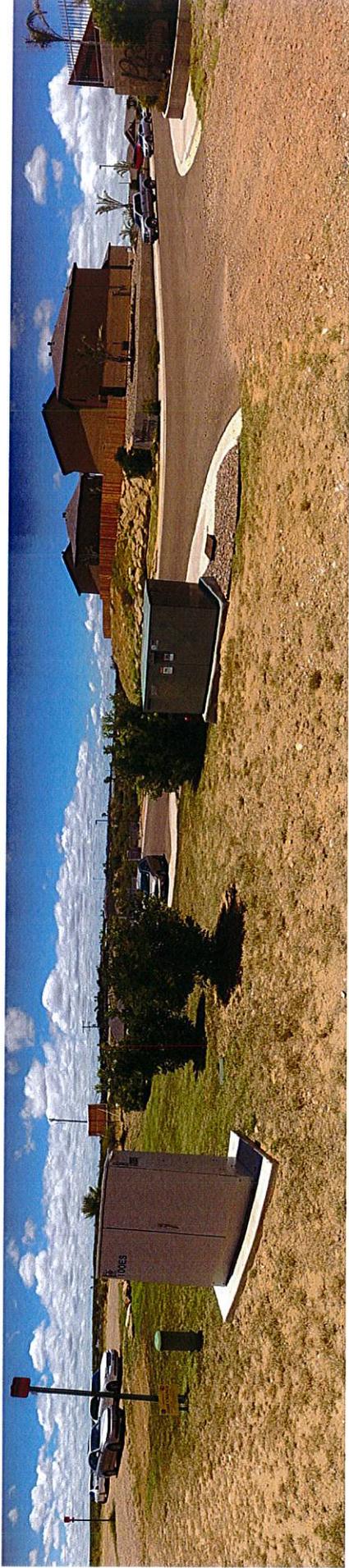
ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

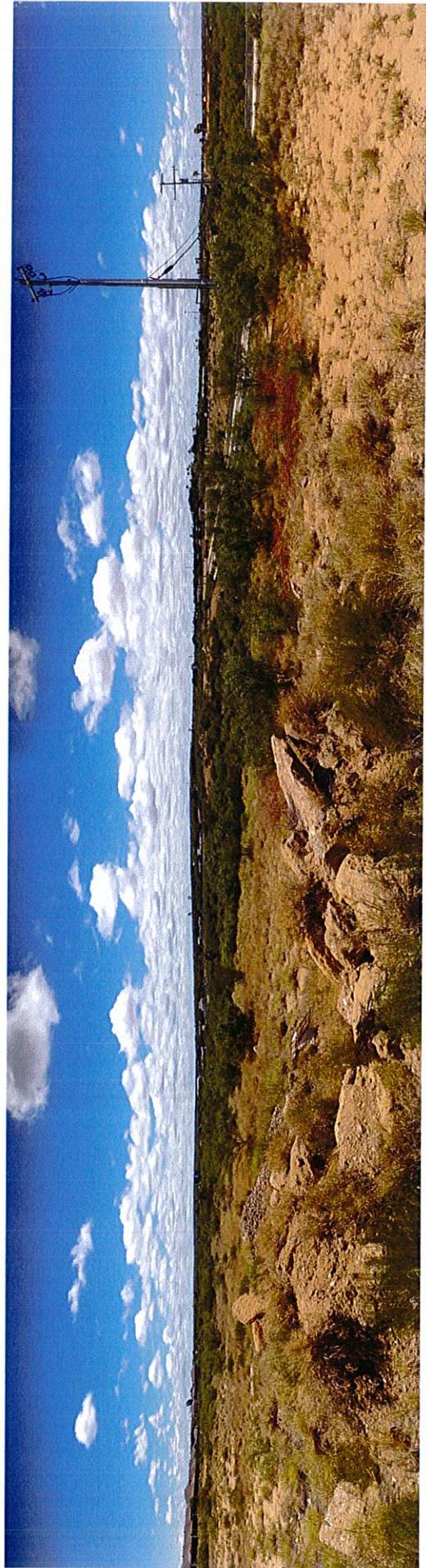
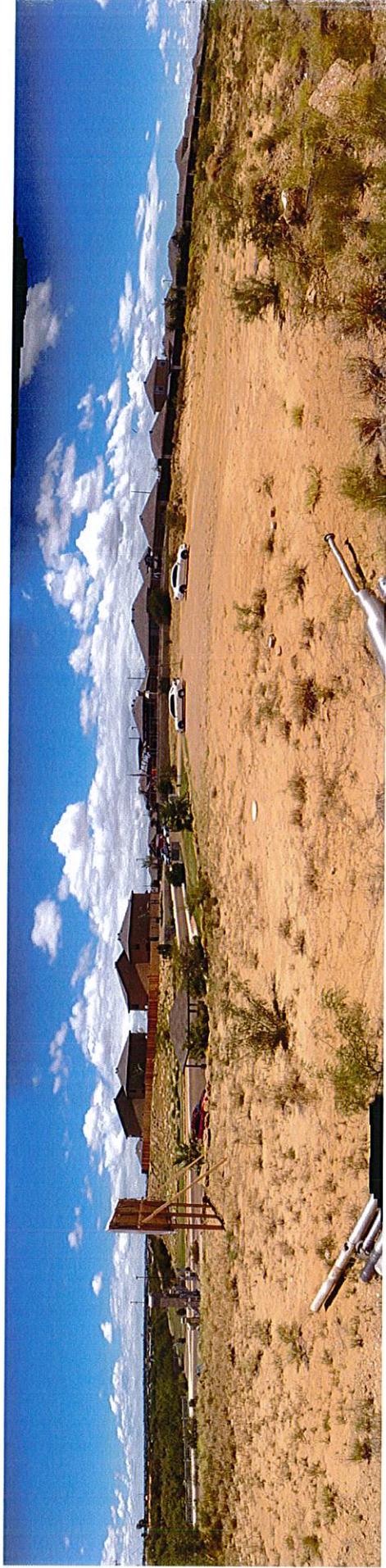
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ZC-51-2014  
4903 & 4917 ESCONDIDO DRIVE  
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ZC-51-2014  
4903 & 4917 ESCONDIDO DRIVE  
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Matias de Llano III, applicant; Fernando de Llano Investments Ltd., owner

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

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### SUBJECT

**2014-O-085** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2-C, Block 1, Ramirez Business Park Subdivision, located at 501 South Creek Drive, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Esteban Rangel at the regular meeting of July 21, 2014.

### BACKGROUND

**Council District:** II – Esteban Rangel

**Proposed use:** Commercial

**Site:** vacant lot

**Surrounding land uses:** The property to the north is vacant land. The property to the east includes SLIP Self Storage, Baker Hughes, Gazelle Transportation and vacant land. South of the property includes Hot 777, Dollar General and Dr. Ike's. West of the property includes vacant land, Regio Block and Dr. Ike's.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify South Creek Drive but identifies Jaime Zapata Memorial Highway as an Expressway.

**Letters sent to surrounding property owners:** 7 In Favor: Opposed: 0

### STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is appropriate at this location because it is located along a heavy commercial corridor, with easy access to an Expressway.
2. The proposed district is compatible with the existing zones and uses along this section of Jaime Zapata Memorial Highway. This area is following a trend of heavy commercial and industrial development.
3. The property is large enough to sustain uses typically allowed in an M-1 district.

## **IMPACT ANALYSIS**

**M-1 (Light Manufacturing District):** The purpose of the M-1 is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

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

No, there are other industrial uses in the vicinity.

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

No, there are other existing M-1 Districts along this section of Jaime Zapata Memorial Highway.

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

No, this property is surrounded by industrial and heavy commercial uses.

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

No, the existing zoning allows for sufficient commercial uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in an 8 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

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**Attachments**

2014-O-085 rjl

Zoning Map

Aerial Map

Future Land Use Map

Survey and Pictures

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**ORDINANCE NO. 2014-O-085**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2-C, BLOCK 1, RAMIREZ BUSINESS PARK SUBDIVISION, LOCATED AT 501 SOUTH CREEK DRIVE, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 2-C, Block 1, Ramirez Business Park Subdivision, located at 501 South Creek Drive, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 2-C, Block 1, Ramirez Business Park Subdivision, located at 501 South Creek Drive, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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

**REZONE FROM  
B4 (HIGHWAY COMMERCIAL DISTRICT)  
TO M1 (LIGHT INDUSTRIAL DISTRICT)**

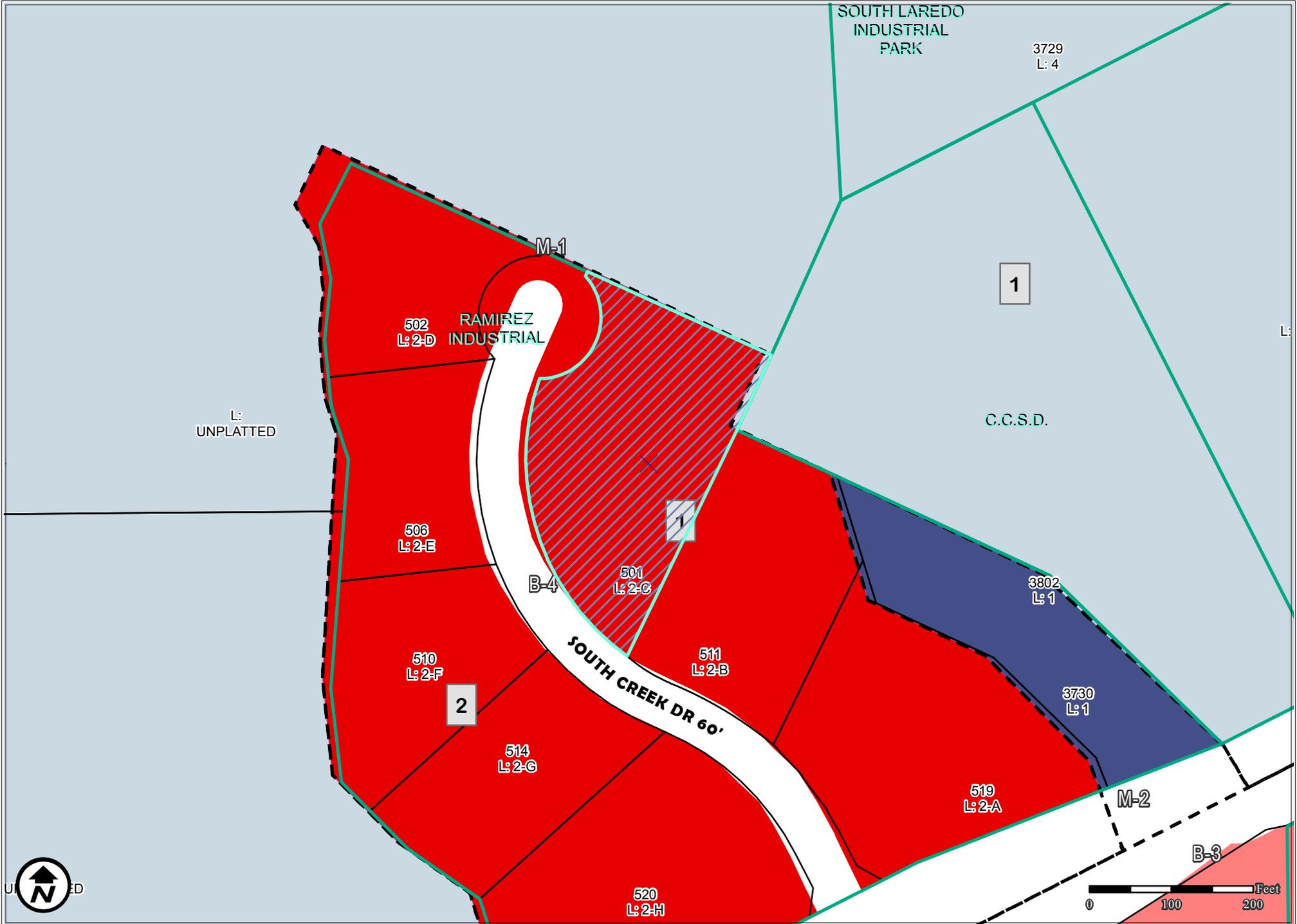
**501 SOUTH CREEK DR  
COUNCIL DISTRICT 2  
ZC-55-2014**

**ZONING MAP**

1 inch = 150 feet

Date: 5/27/2014

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



REZONE FROM  
B4 (HIGHWAY COMMERCIAL DISTRICT)  
TO M1 (LIGHT INDUSTRIAL DISTRICT)

501 SOUTH CREEK DR  
COUNCIL DISTRICT 2  
ZC-55-2014

### AERIAL MAP

1 inch = 150 feet

Date: 5/27/2014



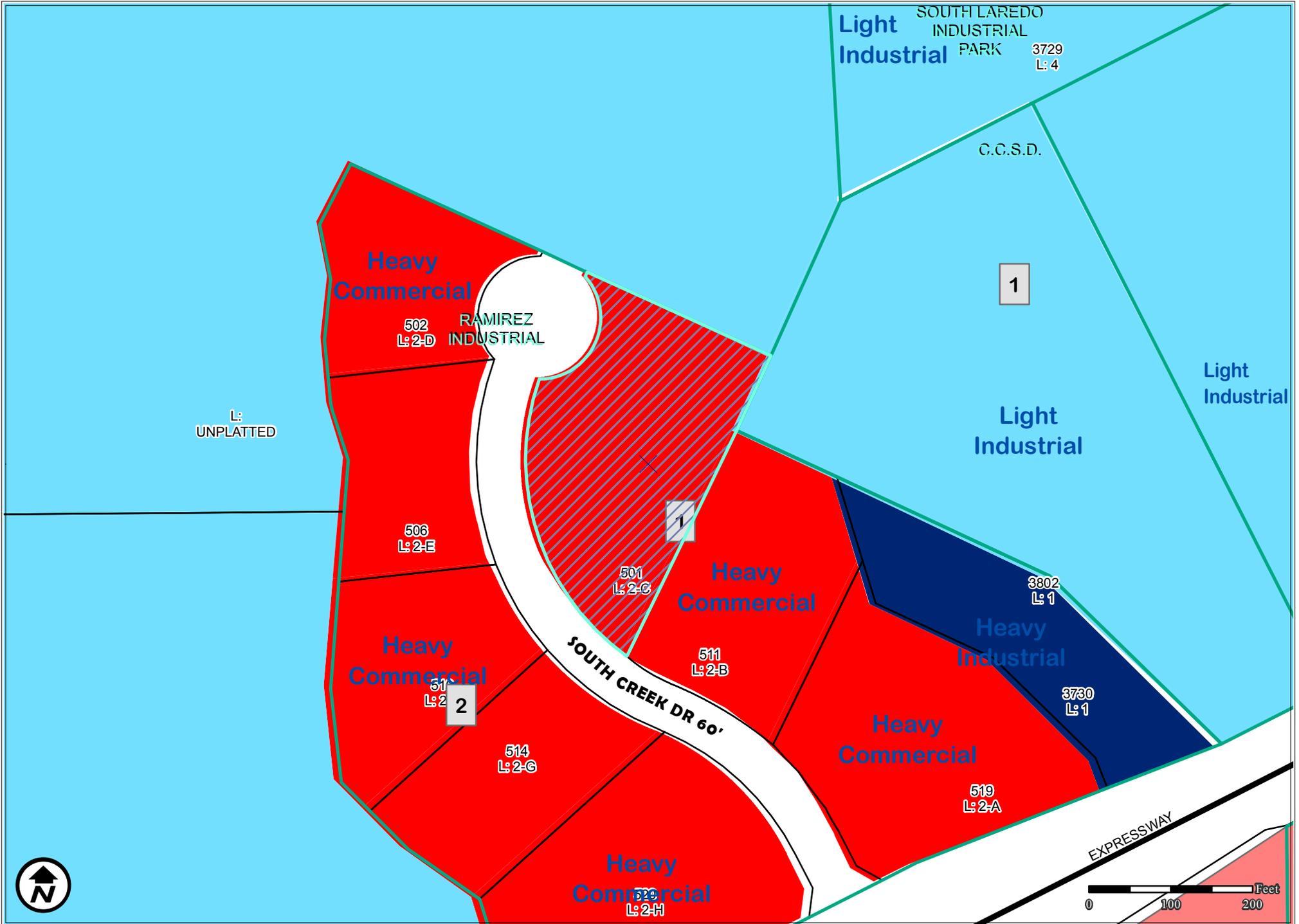
REZONE FROM  
B4 (HIGHWAY COMMERCIAL DISTRICT)  
TO M1 (LIGHT INDUSTRIAL DISTRICT)

501 SOUTH CREEK DR  
COUNCIL DISTRICT 2  
ZC-55-2014

FUTURE LANDUSE MAP

1 inch = 150 feet

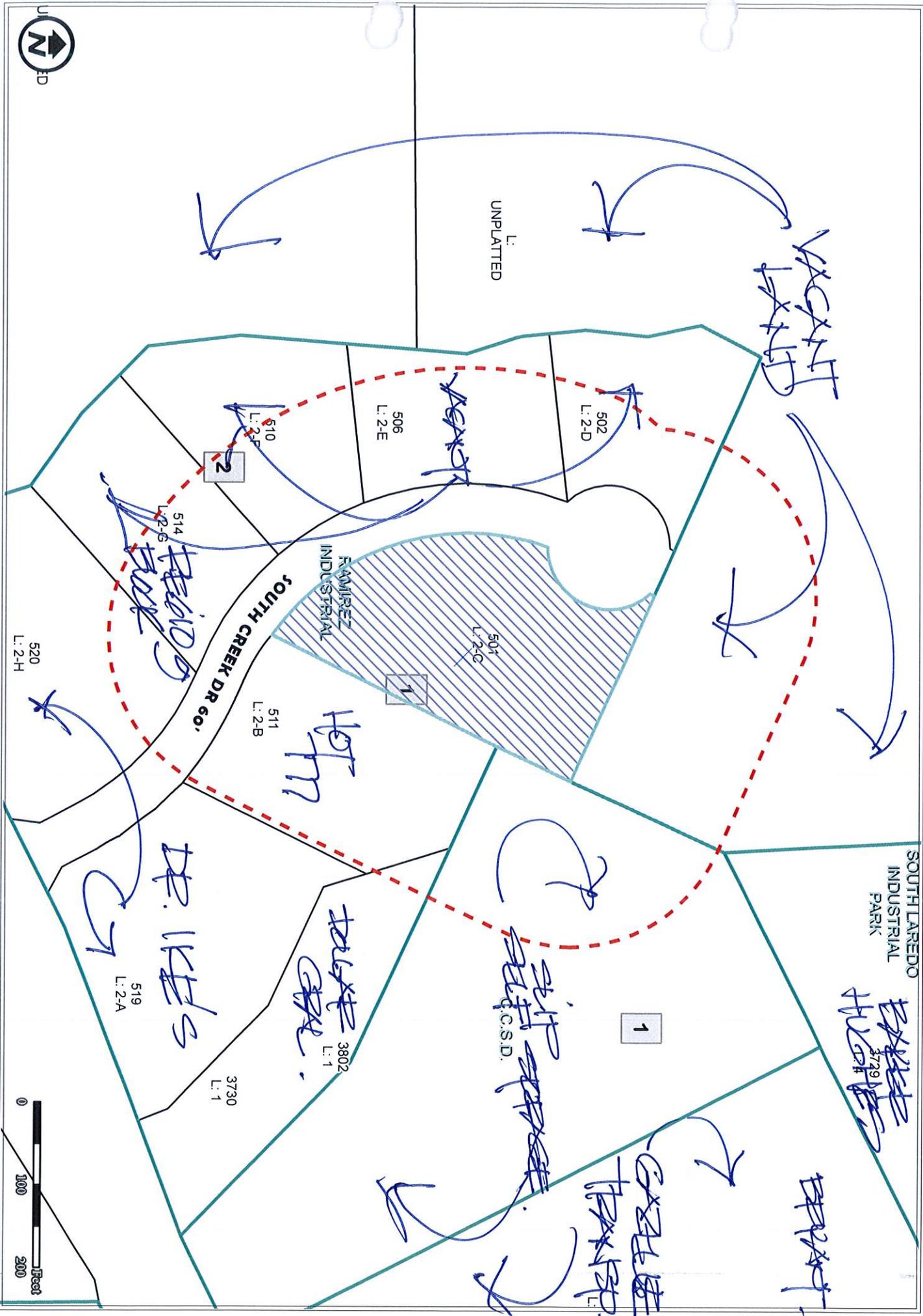
Date: 5/27/2014



REZONE FROM  
B4 (HIGHWAY COMMERCIAL DISTRICT)  
TO M1 (LIGHT INDUSTRIAL DISTRICT)

501 SOUTH CREEK DR  
COUNCIL DISTRICT 2  
ZC-55-2014

200' NOTIFICATION MAP  
1 inch = 150 feet  
Date: 5/27/2014



ZC-55-2014  
501 South Creek Dr.  
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



ZC-55-2014  
501 South Creek Dr.  
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Killam Development

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

---

### SUBJECT

**2014-O-089** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 22.46 acres, as further described by metes and bounds in attached Exhibit "A", located at the west side of Bob Bullock Loop between Shiloh Drive and Eskimo Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular meeting of July 21, 2014.

### BACKGROUND

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

**Proposed use:** Commercial

**Site:** Vacant land

**Surrounding land uses:** North of the site are vacant land, single-family residential uses and Shiloh Crossing Apartments. South of the site are vacant land and single-family residential uses. West of the site are vacant land and single-family residential uses. East of the site is Bob Bullock Loop and vacant land.

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

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

**Letters sent to surrounding property owners:** 26 In Favor: 1 Opposed: 2

### STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is appropriate at this location because it is located along a heavy commercial corridor, along a designated Expressway.
2. The proposed district is compatible with the existing zones and uses along other sections of Bob Bullock Loop.
3. The property meets the recommended location and dimensional standards for a B-4 district.

## **IMPACT ANALYSIS**

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

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

Yes, the established land use pattern is undeveloped.

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

Yes, the immediately surrounding districts only include B-3 and R-1 districts. However, there are sections of B-4 well to the north and well south of this site.

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

Yes, the proposed B-4 district may introduce more intense and incompatible uses to the area.

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

No, the existing zone allows for sufficient commercial uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in an 8 to 0 to 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

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**Attachments**

[2014-O-089 rjl](#)

[2014-O-089 Exhibit A](#)

[2014-O-089 maps](#)

[2014-O-089 photos](#)

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**ORDINANCE NO. 2014-O-089**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 22.46 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT THE WEST SIDE OF BOB BULLOCK LOOP BETWEEN SHILOH DRIVE AND ESKIMO 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 22.46 acres, as further described by metes and bounds in attached Exhibit "A", located at the west side of Bob Bullock Loop between Shiloh Drive and Eskimo 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 July 3, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 22.46 acres, as further described by metes and bounds in attached Exhibit "A", located at the west side of Bob Bullock Loop between Shiloh Drive and Eskimo 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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



# Sherfey Engineering Company, 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*

*22.46 ACRE TRACT*

*PORCION 23 ~ ABSTRACT 283*

*WEBB COUNTY, TEXAS*

A tract of land containing 22.46 acres of land, more or less, situated in Porcion 23, Leonardo Sanchez, original grantee, Abstract 283, Webb County, Texas same being out of a tract of land commonly known as the Killam Development, LTD. tract as recorded in Volume 2372, Pages 204-206, Webb County Official Public Records and being more particularly described by metes and bound as follows:

**BEGINNING** at a found 1/2 inch iron rod on the south right-of-way line of Eskimo Drive (a 60 foot wide road ) as recorded in Shiloh Crossing Subdivision Phase 1 as recorded in Volume 29, Pages 34-36 Webb County Map Records same being on the west right-of-way line of Bob Bullock Loop as recoded in Volume 153, Pages 576-581 Webb County Map Records, the **POINT of BEGINNING** and northeast corner of the herein described tract;

**THENCE**, S 38°36'06" E, along the west right-of-way of said Bob Bullock Loop a distance of 1,099.54 feet to a found concrete monument, the southeast corner of the herein described tract;

**THENCE**, S 06°32'50" W, leaving the west right-of-way of Bob Bullock Loop same being the north right-of-way line of Shiloh Drive ( a 120 foot wide road ) as recorded in Volume 29, Pages 7-9 Webb County Map Records a distance of 35.26 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, S 51°41'46" W, continuing along the north right-of-way line of said Shiloh Drive a distance of 161.63 feet to a set 1/2 inch iron rod, a point of curvature to the left;

**THENCE**, continuing along the north right-of-way line of said Shiloh Drive and along said arc to the left with a radius of 435.00 feet, a delta of 19°42'16", a chord and chord bearing of 148.86 feet and S 41°50'38" W a distance of 149.60 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, S 31°59'29" W, continuing along the north right-of-way line of said Shiloh Drive a distance of 102.00 feet to a found 1/2 inch iron rod, a point of curvature to the right;

**THENCE**, continuing along the north right-of-way line of said Shiloh Drive and along said arc to the right with a radius of 315.00 feet, a delta of 36°10'05", a chord and chord bearing of 195.56 feet and S 50°04'32" W a distance of 198.84 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, S 68°09'35" W, continuing along the north right-of-way line of said Shiloh Drive a distance of 544.63 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 69°20'19" W, continuing along the north right-of-way line of said Shiloh Drive a distance of 29.49 feet to a found 1/2 inch iron rod, a non-tangent point of curvature to the right and the southwest corner of the herein described tract;

**THENCE**, leaving the north right-of-way line of said Shiloh Drive same being the east right-of-way line of Kirby Drive ( a 60 foot wide road ) as recorded in Volume 29, Pages 90-91, Webb County Map Records and along said arc to the right with a radius of 430.00 feet, a delta of 03°14'01", a chord and chord bearing of 24.27 feet and N 29°47'10" W a distance of 24.27 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, N 31°24'11" W, continuing along the east right-of-way line of said Kirby Drive a distance of 113.88 feet to a found 1/2 inch iron rod, a point of curvature to the right;

**THENCE**, continuing along the east right-of-way line of said Kirby Drive and along said arc to the right with a radius of 370.00 feet, a delta of 02°49'25", a chord and chord bearing of 18.23 feet and S 29°59'28" E a distance of 18.23 feet to a found 1/2 inch iron rod, a tangent point;

**Exhibit A**



# 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

**THENCE**, N 28°34'46" W, continuing along the east right-of-way line said Kirby Drive a distance of 582.20 feet to a set 1/2 inch iron rod same being the southwest corner Lot 1, Block 1, Shiloh Crossing Apartments as recorded in Volume 30, Page 47, Webb County Map Records, an exterior corner of the herein described tract;

**THENCE**, N 61°26'14" E, leaving the east right-of-way of said Shiloh Drive same being the south line of the said Shiloh Crossing Apartments a distance of 750.00 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

**THENCE**, N 28°34'46" W, along the east line of the said Shiloh Crossing Apartments a distance of 249.97 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, N 35°51'34" W, continuing along the east line of said Shiloh Crossing Apartments a distance 184.49 feet to a found 1/2 inch iron rod, a point on the south right-of-way line of said Eskimo Drive same being the northeast corner of the said Shiloh Crossing Apartments, a non-tangent point of curvature to the left and the northwest corner of the herein described tract;

**THENCE**, along the south right-of-way line of said Eskimo Drive and along said arc to the left with a radius of 2,919.75 feet, a delta of 04°23'37", a chord and chord bearing of 223.84 feet and N 51°21'03" E a distance of 223.90 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, S 84°50'47" E, continuing along the south right-of-way line of said Eskimo Drive a distance of 34.58 feet to return to and close at the **POINT of BEGINNING** containing 22.46 acres of land.

**Basis of Bearings:**

A found 1/2 inch iron rod at the northwest corner of a 25.636 acre right-of-way dedication and a found Type 2 concrete monument at a point of curvature on the west right-of-way line of said dedication as recorded in Volume 153, Pages 576-581, Webb County Deed Records.

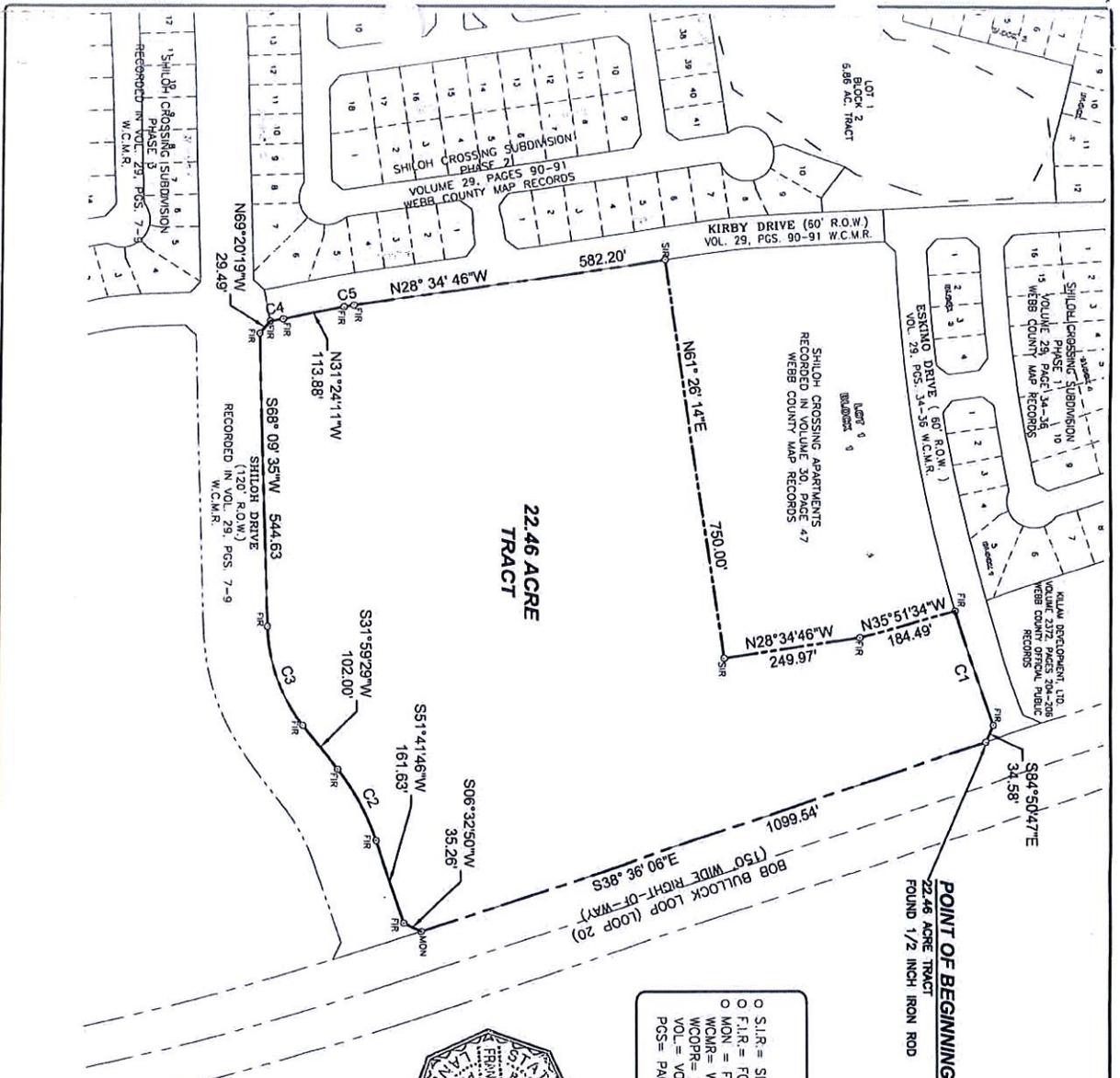
Called: S 38°36'06" E, a distance of 2,672.24 feet  
Measured: S 38°36'06" E, a distance of 2,672.44 feet

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

04-23-14  
Current Date

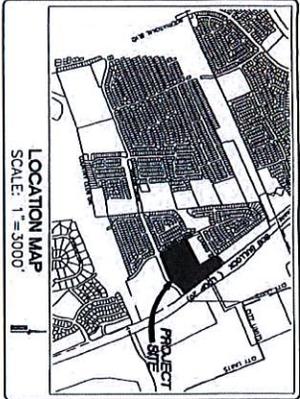




SCALE: 1" = 200'

**LEGEND**

- S.I.R. = SET 1/2" IRON ROD
- F.I.R. = FOUND 1/2" IRON ROD
- MON. = FOUND TYPE 2 CONCRETE MONUMENT
- W.C.M.R. = WEBB COUNTY MAP RECORDS
- W.C.O.P.R. = WEBB COUNTY OFFICIAL PUBLIC RECORDS
- VOL. = VOLUME
- PGS. = PAGE(S)



**FLOOD NOTE:**

BY GRAPHIC PLOTTING ONLY AREAS OF MINIMAL FLOODING OF THE FLOOD INSURANCE RATE MAP.

SUBJECT IS NOT LOCATED IN THE FLOOD PLAIN ACCORDING TO FEMA MAP COMMUNITY-PANEL NUMBER 68479C-1205C, APRIL 2, 2008

**BASIS OF BEARINGS:**  
G.P.S., TEXAS COORDINATE SYSTEM, TEXAS SOUTH ZONE, (NAD 1983)



**CERTIFICATE OF SURVEYOR**

Exhibit A

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

*04-23-14*  
DATE

**BOUNDARY SURVEY OF**

A TRACT OF LAND CONTAINING 22.46 ACRES OF LAND, MORE OR LESS, SITUATED IN PORTION 23, LEONARDO GARCIA, ORIGINAL GRANTEE, ABSTRACT 277, WEBB COUNTY, TEXAS SAME BEING OUT OF A TRACT OF LAND CONVEYED TO KILLAM DEVELOPMENT LTD. AS RECORDED IN VOLUME 2372, PAGES 204-206, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

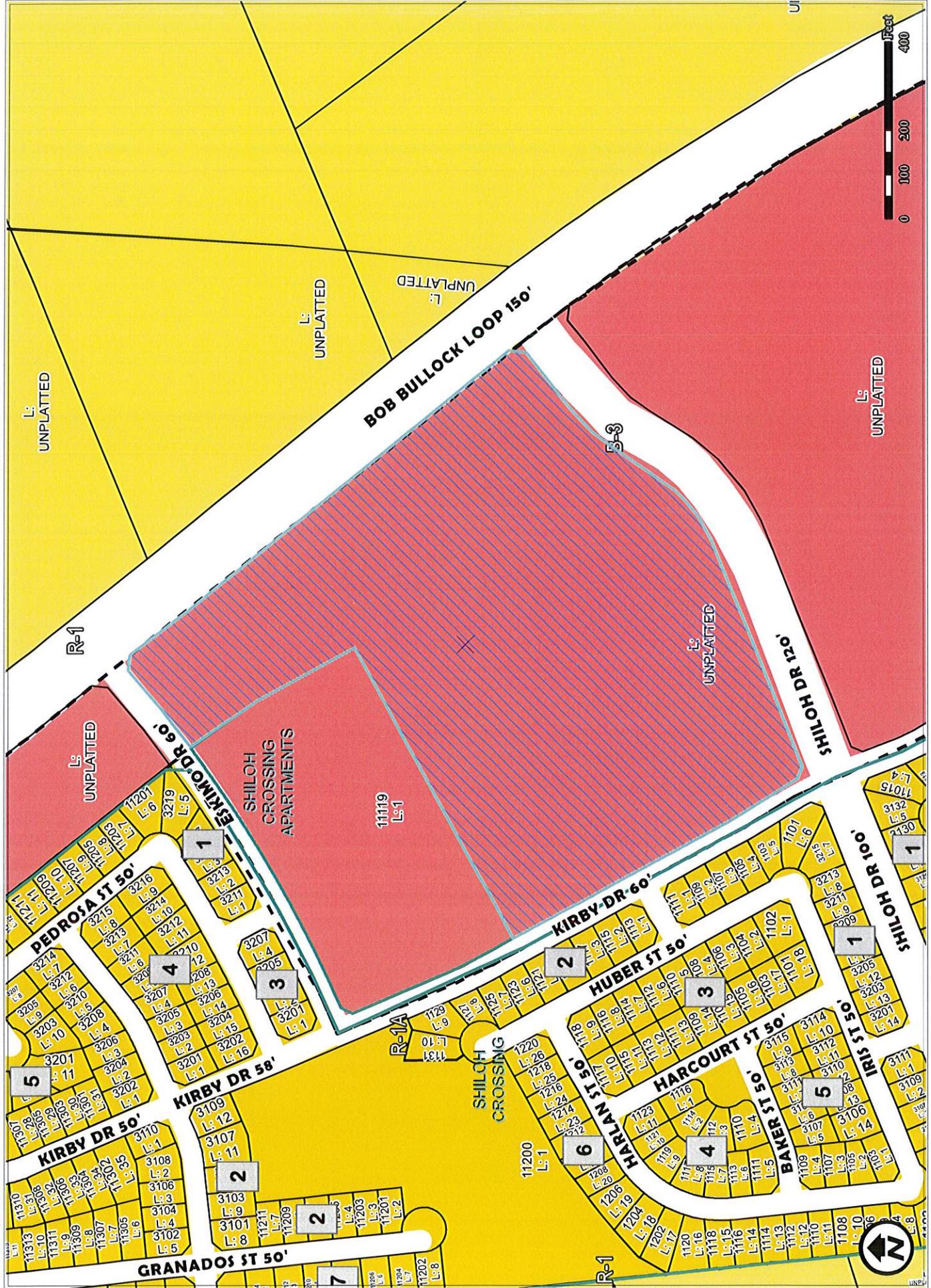
Drawn By: RK  
Checked By: JF  
Designed By: JF/2/27/2014  
Date: 04/23/14  
Revision: 0

**SHERREY ENGINEERING COMPANY, L.L.C.**  
104 DdI Court  
Suite 400  
Laredo, Texas 78041  
(956) 791-5311

TELEPHONE REGISTRATION NO. 00089  
PROFESSIONAL SEAL NO. 5862

**REZONE FROM B3 (GENERAL BUSINESS DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT)**  
**22.46 ACRE TRACT (SHILOH AND KIRBY) COUNCIL DISTRICT 6**  
**ZONING MAP**  
 1 inch = 277 feet  
 Date: 5/27/2014

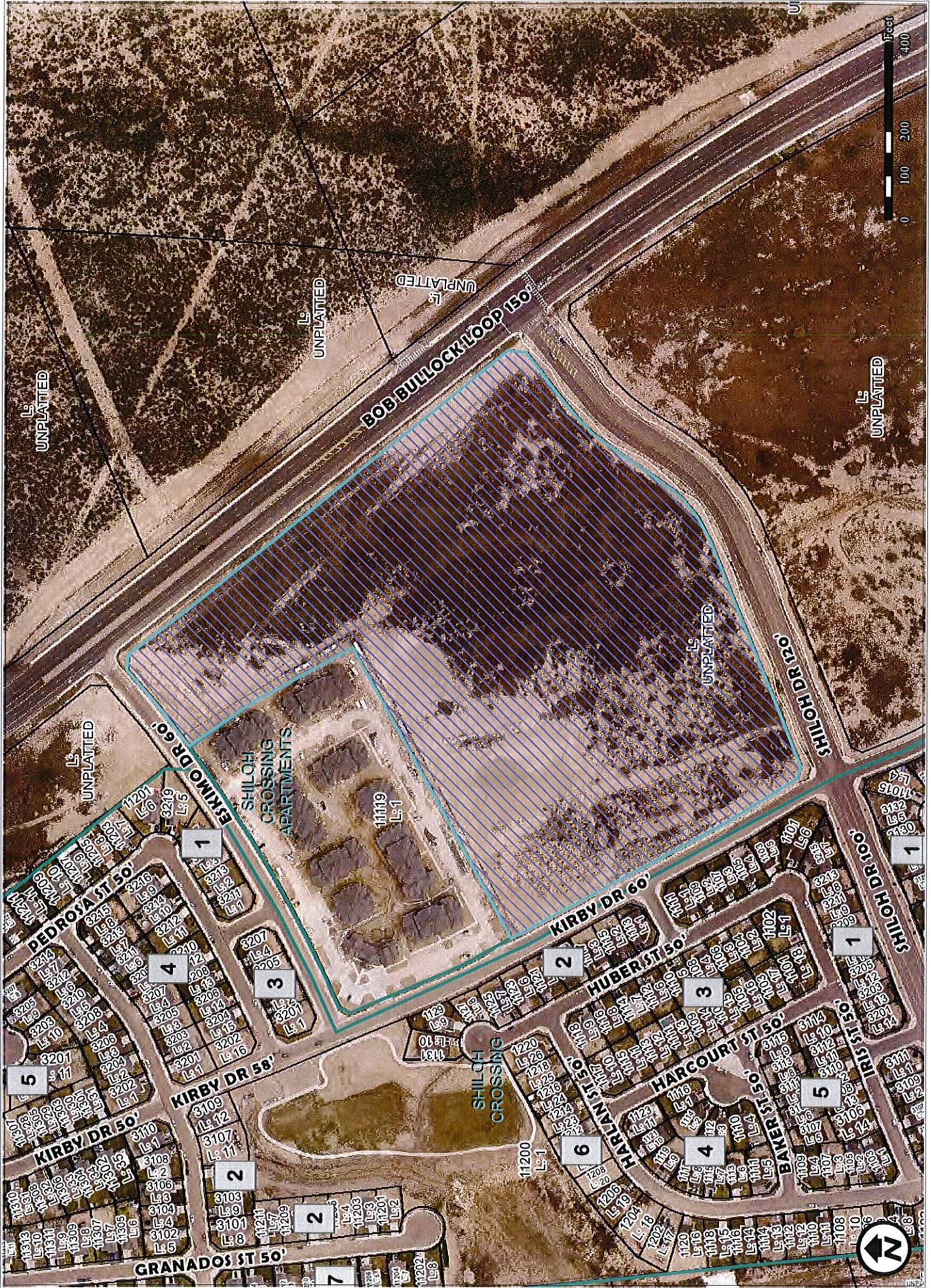
- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



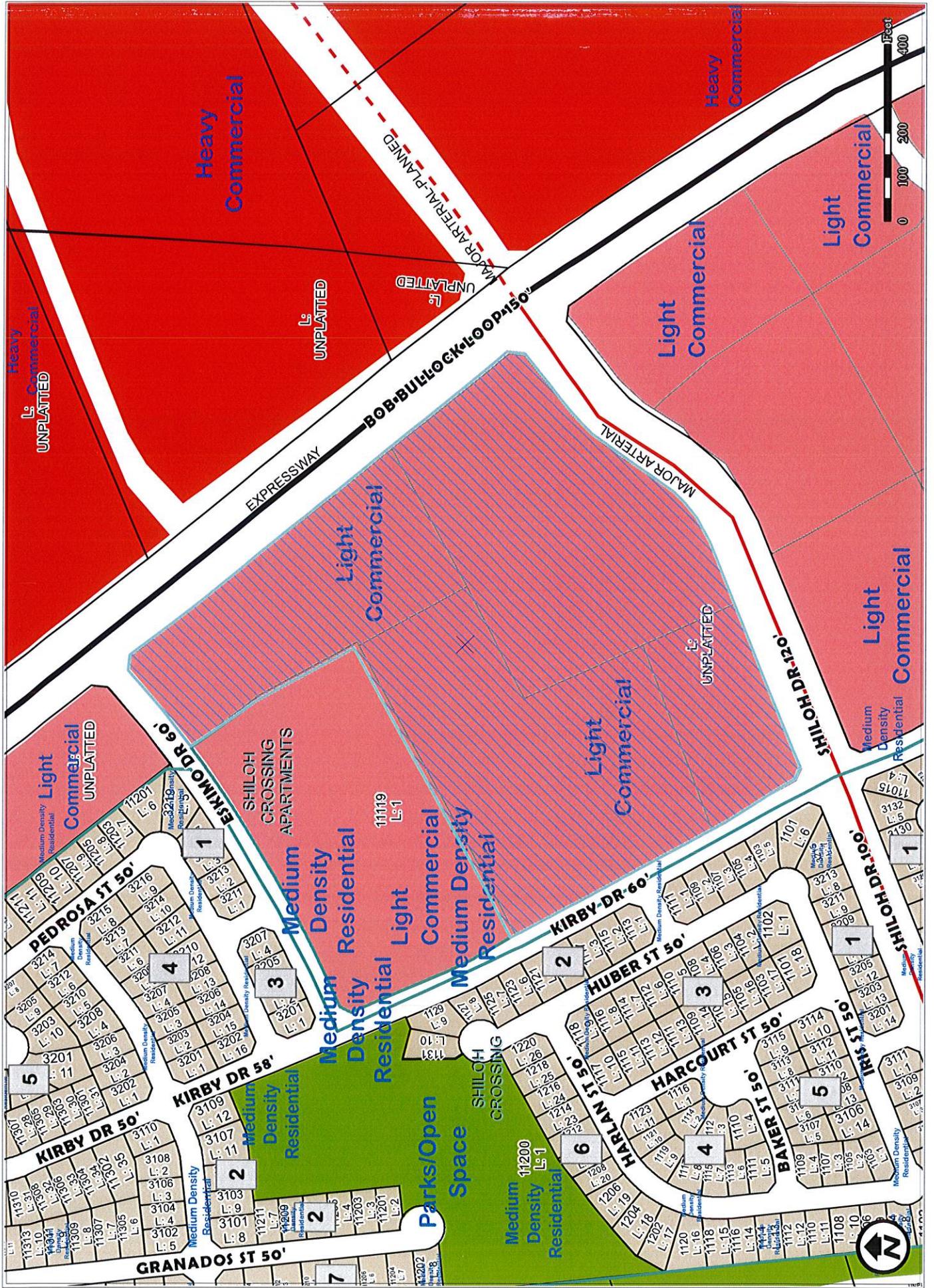
**AERIAL MAP**  
1 inch = 277 feet  
Date: 5/27/2014

22.46 ACRE TRACT (SHILOH AND KIRBY)  
COUNCIL DISTRICT 6  
ZC-56-2014

REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



**REZONE FROM B3 (GENERAL BUSINESS DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT)**  
**22.46 ACRE TRACT (SHILOH AND KIRBY) FUTURE LANDUSE MAP**  
 1 inch = 277 feet  
 Date: 5/27/2014  
 ZC-56-2014  
 COUNCIL DISTRICT 6



ZC-56-2014  
Shiloh Dr and Kirby Dr  
B-3 (Community Business District) to B-4 (Highway Commercial District)

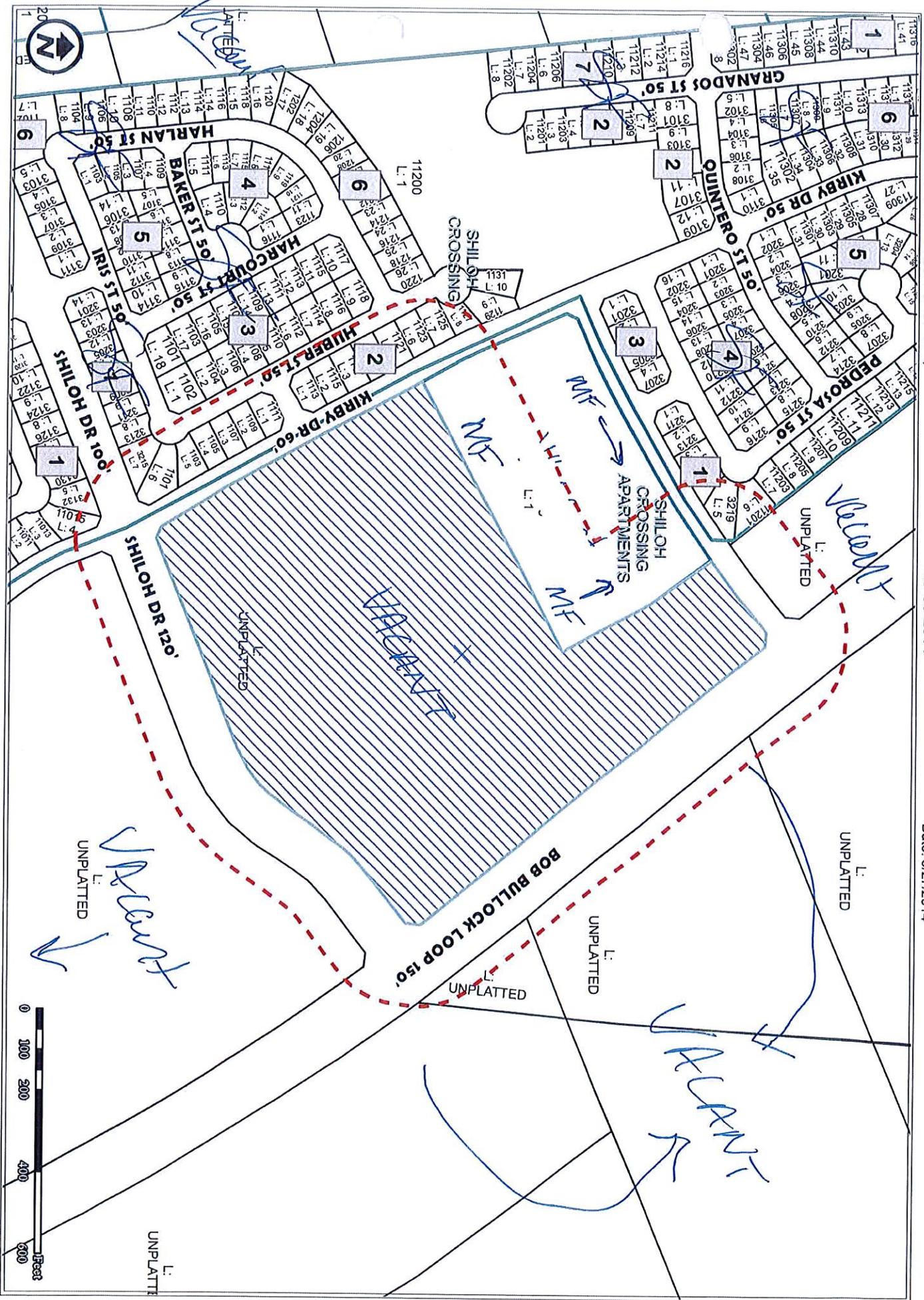


ZC-56-2014  
Shiloh Dr and Kirby Dr  
B-3 (Community Business District) to B-4 (Highway Commercial District)



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

22.46 ACRE TRACT (SHILOH AND KIRBY) 200' NOTIFICATION MAP  
COUNCIL DISTRICT 6  
ZC-56-2014  
1 inch = 300 feet  
Date: 5/27/2014



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Killam Development

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

---

### SUBJECT

**2014-O-090** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 8.54 acres, as further described by metes and bounds in attached Exhibit "A", located at the northwest corner of Eskimo Drive and Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular meeting of July 21, 2014.

### BACKGROUND

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

**Proposed use:** Commercial

**Site:** Vacant land

**Surrounding land uses:** North of the site are vacant land and single-family residential uses. South of the site are vacant land, Shiloh Crossing Apartments and single-family residential uses. West of the site are vacant land, multi-family residential uses and single-family residential uses. East of the site is Bob Bullock Loop and vacant land.

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

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

**Letters sent to surrounding property owners:** 44 In Favor: 1 Opposed: 3

### STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is appropriate at this location because it is located along a heavy commercial corridor, along a designated Expressway.
2. The proposed district is compatible with the existing zones and uses along other sections of Bob Bullock Loop.
3. The property meets the recommended location and dimensional standards for a B-4 district.

## **IMPACT ANALYSIS**

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

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

Yes, the established land use pattern is undeveloped.

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

Yes, the surrounding districts only include B-3 and R-1 districts.

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

Yes, the proposed B-4 district may introduce more intense and incompatible uses to the area.

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

No, the existing zone allows for sufficient commercial uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in an 8 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**

2014-O-090 rjl

Zoning Map

Aerial Map

Future Land Use Map

Exhibits, pictures and survey

---

**ORDINANCE NO. 2014-O-090**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 8.54 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT THE NORTHWEST CORNER OF ESKIMO DRIVE AND BOB BULLOCK LOOP, 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 8.54 acres, as further described by metes and bounds in attached Exhibit "A", located at the northwest corner of Eskimo Drive and Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 8.54 acres, as further described by metes and bounds in attached Exhibit "A", located at the northwest corner of Eskimo Drive and Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

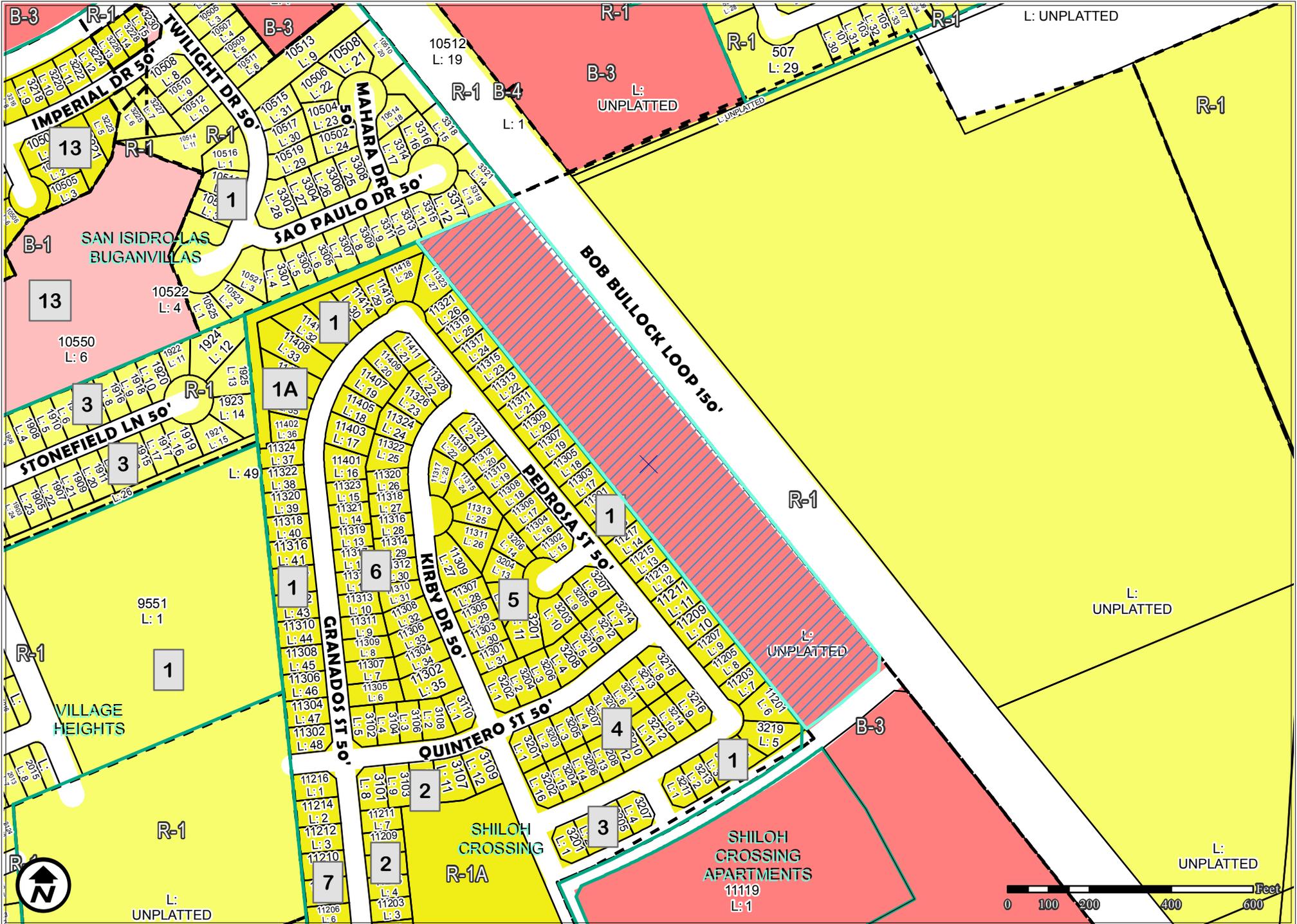
\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY

REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

NW CORNER OF ESKIMO & BOB BULLOCK  
COUNCIL DISTRICT 6  
ZC-58-2014

ZONING MAP  
1 inch = 300 feet  
Date: 5/28/2014

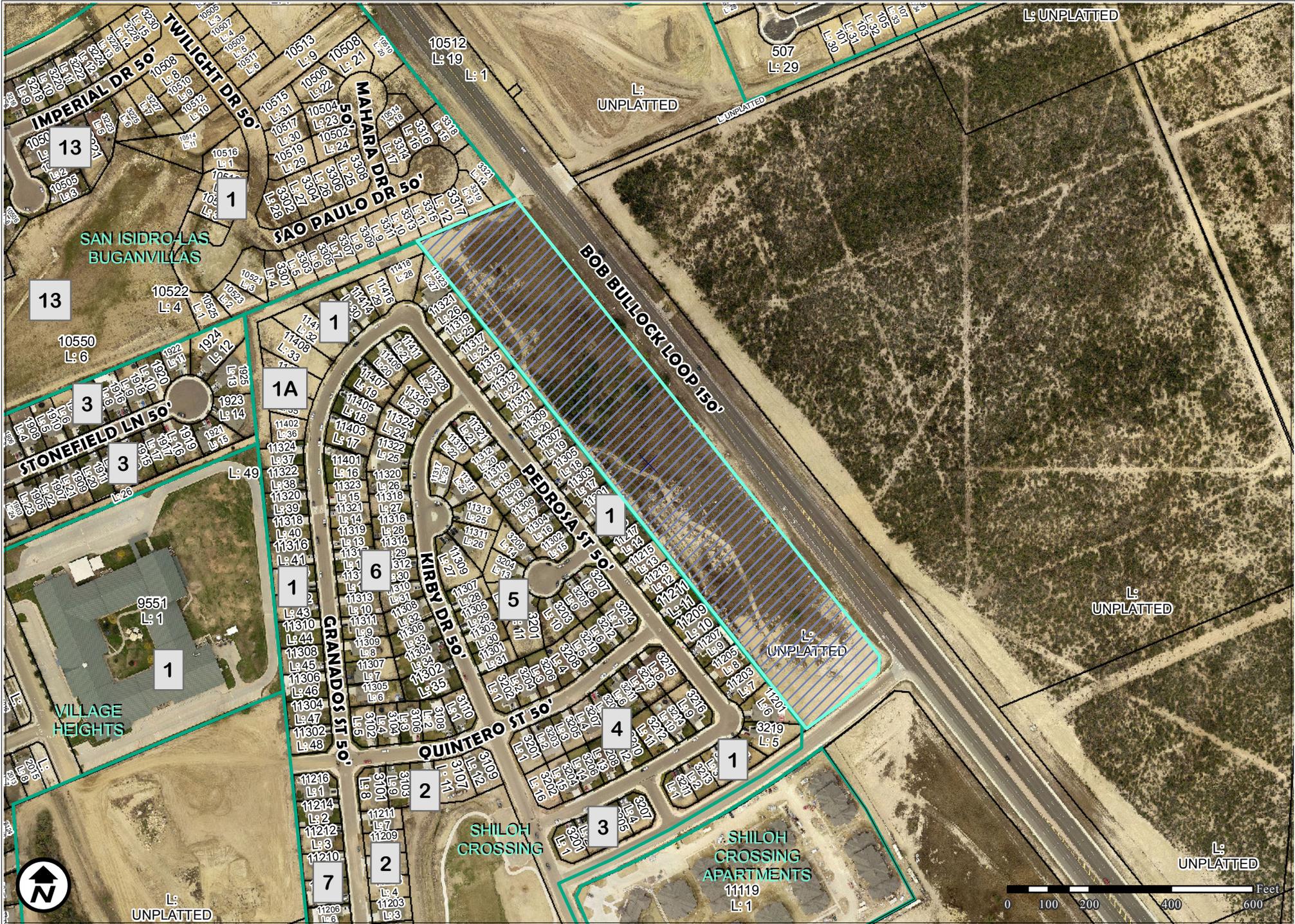
-  S.U.P. (SPECIAL USE PERMITS)
-  C.U.P. (CONDITIONAL USE PERMITS)
-  S.U.P. & C.U.P.



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

NW CORNER OF ESKIMO & BOB BULLOCK  
COUNCIL DISTRICT 6  
ZC-58-2014

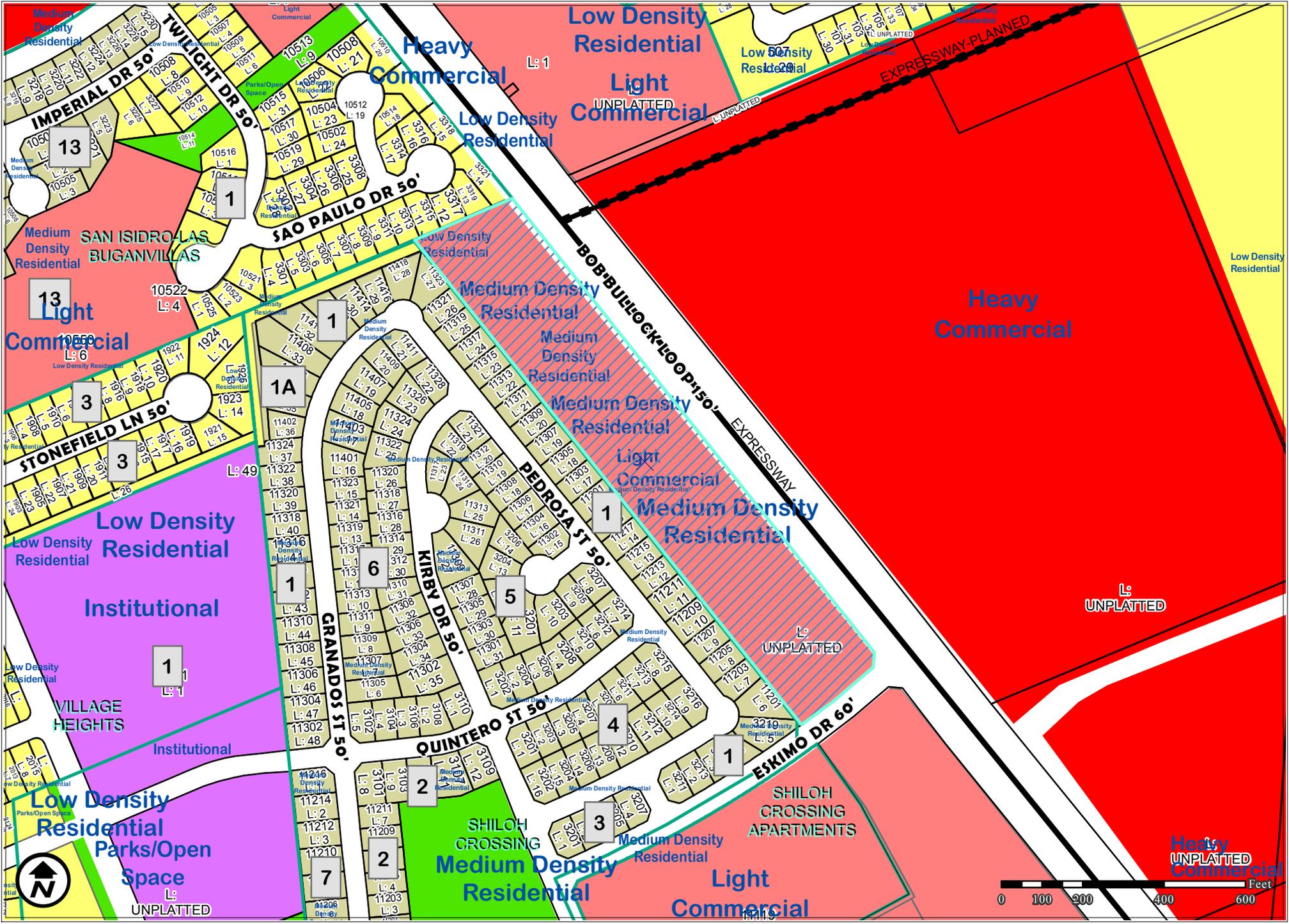
AERIAL MAP  
1 inch = 300 feet  
Date: 5/28/2014



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

NW CORNER OF ESKIMO & BOB BULLOCK  
COUNCIL DISTRICT 6  
ZC-58-2014

FUTURE LANDUSE MAP  
1 inch = 300 feet  
Date: 5/28/2014





# 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  
8.54 ACRE TRACT  
PORCION 22 ~ ABSTRACT 277  
WEBB COUNTY, TEXAS**

A tract of land containing 8.54 acres of land, more or less, situated in Porcion 22, Dona M.J. Sanchez, original grantee, Abstract 277, Webb County, Texas same being out of a tract of land commonly known as the Killam Development, LTD. tract as recorded in Volume 2372, Pages 204-206, Webb County Official Public Records and being more particularly described by metes and bound as follows:

**BEGINNING** at a found 1/2 inch iron rod at the northeast corner of Lot 49, Block 1, Shiloh Crossing Subdivision Phase 1 as recorded in Volume 29, Pages 34-36 Webb County Map Records, the **POINT of BEGINNING** and northwest corner of the herein described tract;

**THENCE**, N 67°01'14" E, along the north line of said Killam K-1 Tract same being the south line of San Isidro Las Buganvillas Subdivision Unit 5 as recorded in Volume 31, Pages 78-79 Webb County Map Records a distance of 259.59 feet to a set 1/2 inch iron rod same being a point on the west right-of-way line of Bob Bullock Loop (a 150 foot wide road) as recorded in Volume 153, Pages 576-581, Webb County Map Records, the northeast corner of the herein described tract;

**THENCE**, S 38°36'06" E, along the west right-of-way line of said Bob Bullock Loop a distance of 1,426.92 feet to a found 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 05°07'39" W, leaving the west right-of-way of said Bob Bullock Loop and along the north right-of-way of Eskimo Drive ( a 60 foot wide road) as recorded in Volume 29, Pages 34-36 Webb County Map Records a distance of 36.13 feet to a found 1/2 inch iron rod, a non-tangent point of curvature to the right;

**THENCE**, continuing along the north right-of-way line of said Eskimo Drive and said curve to the right with a radius of 225.08 feet, a delta of 04°30'35" a chord and chord bearing of 225.02 feet and S 51°21'42" W a distance of 225.08 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

**THENCE**, N 38°36'06" W, leaving the north right-of-way line of said Eskimo Drive same being the east line of said Shiloh Crossing Subdivision Phase 1 a distance of 1,523.08 feet to return to and close at the **POINT of BEGINNING** containing 8.54 acres of land.

**Basis of Bearings:**

A found 1/2 inch iron rod at the northwest corner of a 25.636 acre right-of-way dedication and a found Type 2 concrete monument at a point of curvature on the west right-of-way line of said dedication as recorded in Volume 153, Pages 576-581, Webb County Deed Records.

Called: S 38°36'06" E, a distance of 2,672.24 feet  
Measured: S 38°36'06" E, a distance of 2,672.44 feet

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

04-23-14  
Current Date

Exhibit A





SCALE: 1"=200'

BOB BULLOCK LOOP (LOOP 20)  
(150' WIDE RIGHT-OF-WAY)

N67°01'14"E 239.59' S1R  
N38°36'08"W 1426.92' S38°36'08"E 1426.92'

SAN ISIDRO-LAS BOUGANVILLAS  
SUBDIVISION UNIT 5  
VOLUME 31, PAGES 78-79  
W.C.M.R.

POINT OF BEGINNING  
8.54 ACRE TRACT  
FOUND 1/2 INCH IRON ROD

8.54 ACRE TRACT

N38°36'08"W 1523.08'

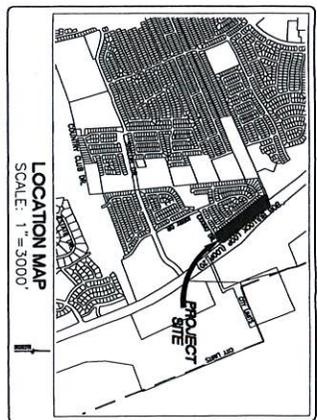
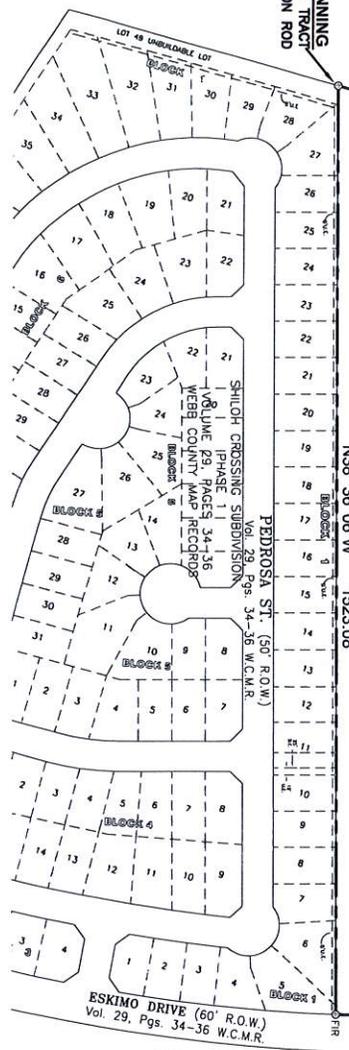
L=225.08,  
R=2859.75  
CH BRG = S51°21'42"W  
CH L = 225.02  
DELTA = 004°30'35"

S05°07'39"W 36.13'

KILIAM RANCH DEVELOPMENT, LTD.  
VOLUME 2372, PAGE 204-206  
WEBB COUNTY OFFICIAL PUBLIC RECORDS

ESKIMO DRIVE (60' R.O.W.)  
Vol. 29, Pgs. 34-36 W.C.M.R.

SHILOH CROSSING APARTMENTS  
RECORDED IN VOLUME 30, PAGE 47  
WEBB COUNTY MAP RECORDS



**BASIS OF BEARINGS:**  
G.P.S. TEXAS COORDINATE SYSTEM,  
TEXAS SOUTH ZONE, (NAD 1983)

**FLOOD NOTE:**  
BY GRAPHIC PLOTTING ONLY AREAS OF MINIMAL FLOODING OF THE FLOOD INSURANCE RATE MAP.  
SUBJECT IS NOT LOCATED IN THE FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C 1205C, APRIL 2, 2008

**LEGEND**

- S.I.R. = SET 1/2" IRON ROD
- F.I.R. = FOUND 1/2" IRON ROD
- MON = FOUND TYPE 2 CONCRETE MONUMENT
- WCMR = WEBB COUNTY MAP RECORDS
- WOPR = WEBB COUNTY OFFICIAL PUBLIC RECORDS
- VOL. = VOLUME
- PCS = PAGE(S)

Exhibit A



FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

DATE 04-23-14

**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.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

**BOUNDARY SURVEY OF**

A TRACT OF LAND CONTAINING 8.54 ACRES OF LAND, MORE OR LESS, SITUATED IN PORTION 23, LEONARDO GARCIA, ORIGINAL GRANTEE, ABSTRACT 277, WEBB COUNTY, TEXAS SAME BEING OUT OF A TRACT OF LAND CONVERTED TO KILIAM DEVELOPMENT LTD. AS RECORDED IN VOLUME 2372, PAGES 204-206, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

Drawn By: RLK  
Checked By: FE  
Approved By: FE  
Date: 04/23/2014  
Project No.: 2671500  
TERRACE FIRM REGISTRATION No. F-392  
TERRACE FIRM REGISTRATION No. 00 99 800

SHERPEY  
ENGINEERING  
CONTRACTOR, L.L.C.  
Suite 400  
Laredo, Texas 78041  
(956) 791-3511

ZC-58-2014

Eskimo Dr and Bob Bullock Lp

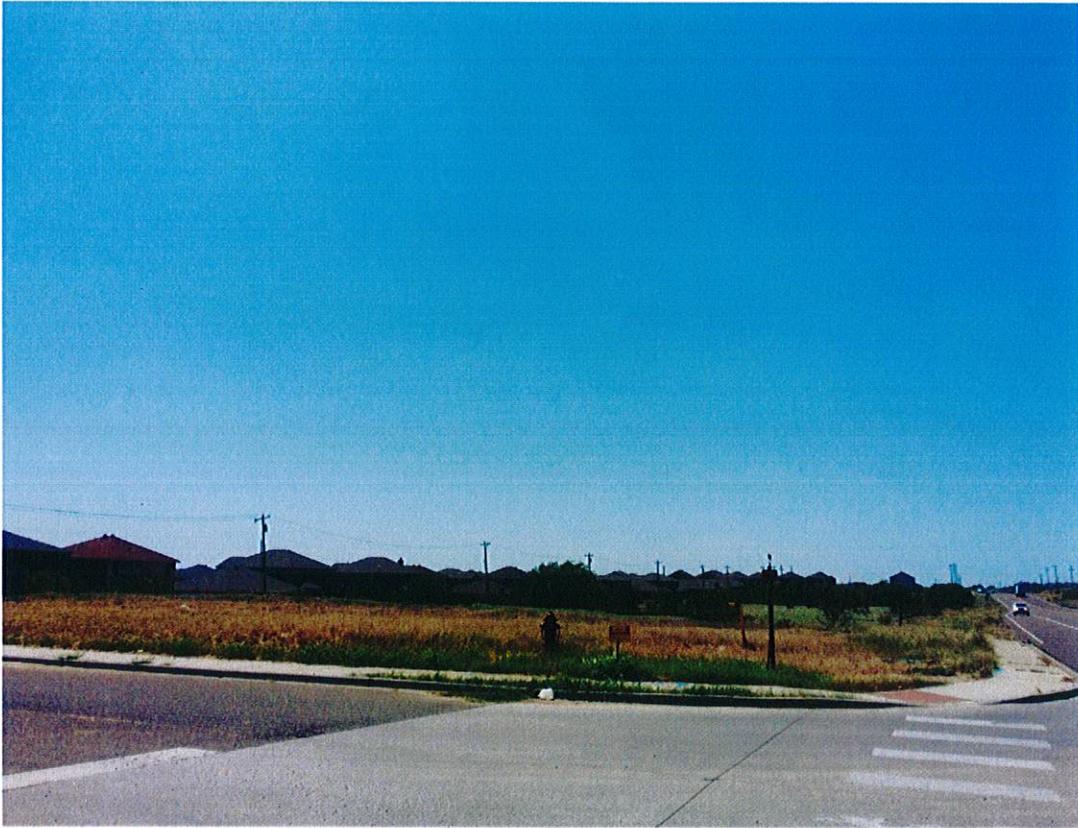
B-3 (Community Business District) to B-4 (Highway Commercial District)



ZC-58-2014

Eskimo Dr and Bob Bullock Lp

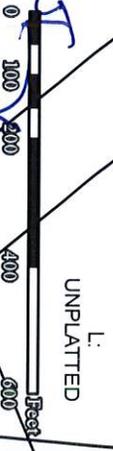
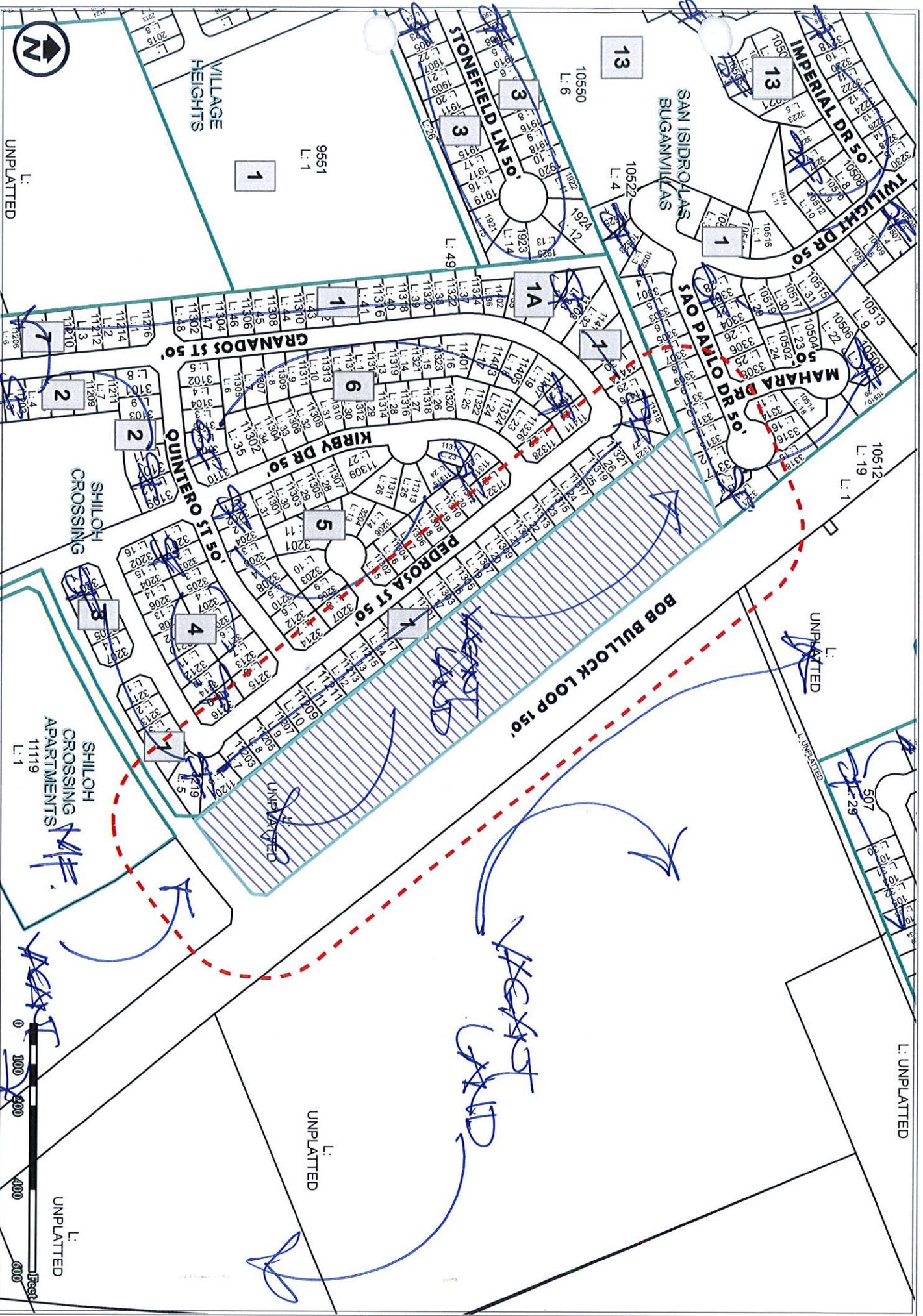
B-3 (Community Business District) to B-4 (Highway Commercial District)



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

NW CORNER OF ESKIMO & BOB BULLOCK  
COUNCIL DISTRICT 6  
ZC-58-2014  
Date: 5/28/2014

1 inch = 300 feet



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Killam Development

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

---

### SUBJECT

**2014-O-091** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 26.75 acres, as further described by metes and bounds in attached Exhibit "A", located at the southwest corner of Shiloh Drive and Bob Bullock Loop, from R-1 (Single-Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular meeting of July 21, 2014.

### BACKGROUND

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

**Proposed use:** Commercial

**Site:** Vacant land

**Surrounding land uses:** North of the site are vacant land, single-family residential uses and Shiloh Crossing Apartments. South of the site are vacant land and single-family residential uses. West of the site are vacant land and single-family residential uses. East of the site is Bob Bullock Loop and vacant land.

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

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

**Letters sent to surrounding property owners:** 18 In Favor: 1 Opposed: 0

### STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is appropriate at this location because it is located along a heavy commercial corridor, along a designated Expressway.
2. The proposed district is compatible with the existing zones and uses along other sections of Bob Bullock Loop.
3. The property meets the recommended location and dimensional standards for a B-4 district.

## **IMPACT ANALYSIS**

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

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

Yes, the established land use pattern is undeveloped.

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

Yes, the immediately surrounding districts only include B-3 and R-1 districts. However, there are sections of B-4 well to the north and well south of this site.

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

Yes, the proposed B-4 district may introduce more intense and incompatible uses to the area.

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

No, the existing zone allows for sufficient commercial uses.

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in an 8 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**

2014-O-091 rjl2

Zoning Map

Aerial Map

Future Land Use Map

Exhibits, pictures and survey

---

**ORDINANCE NO. 2014-O-091**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 26.75 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT THE SOUTHWEST CORNER OF SHILOH DRIVE AND BOB BULLOCK LOOP, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND 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 26.75 acres, as further described by metes and bounds in attached Exhibit "A", located at the southwest corner of Shiloh Drive and Bob Bullock Loop, from R-1 (Single-Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 26.75 acres, as further described by metes and bounds in attached Exhibit "A", located at the southwest corner of Shiloh Drive and Bob Bullock Loop, from R-1 (Single-Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

---

RAUL G. SALINAS  
MAYOR

ATTEST:

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

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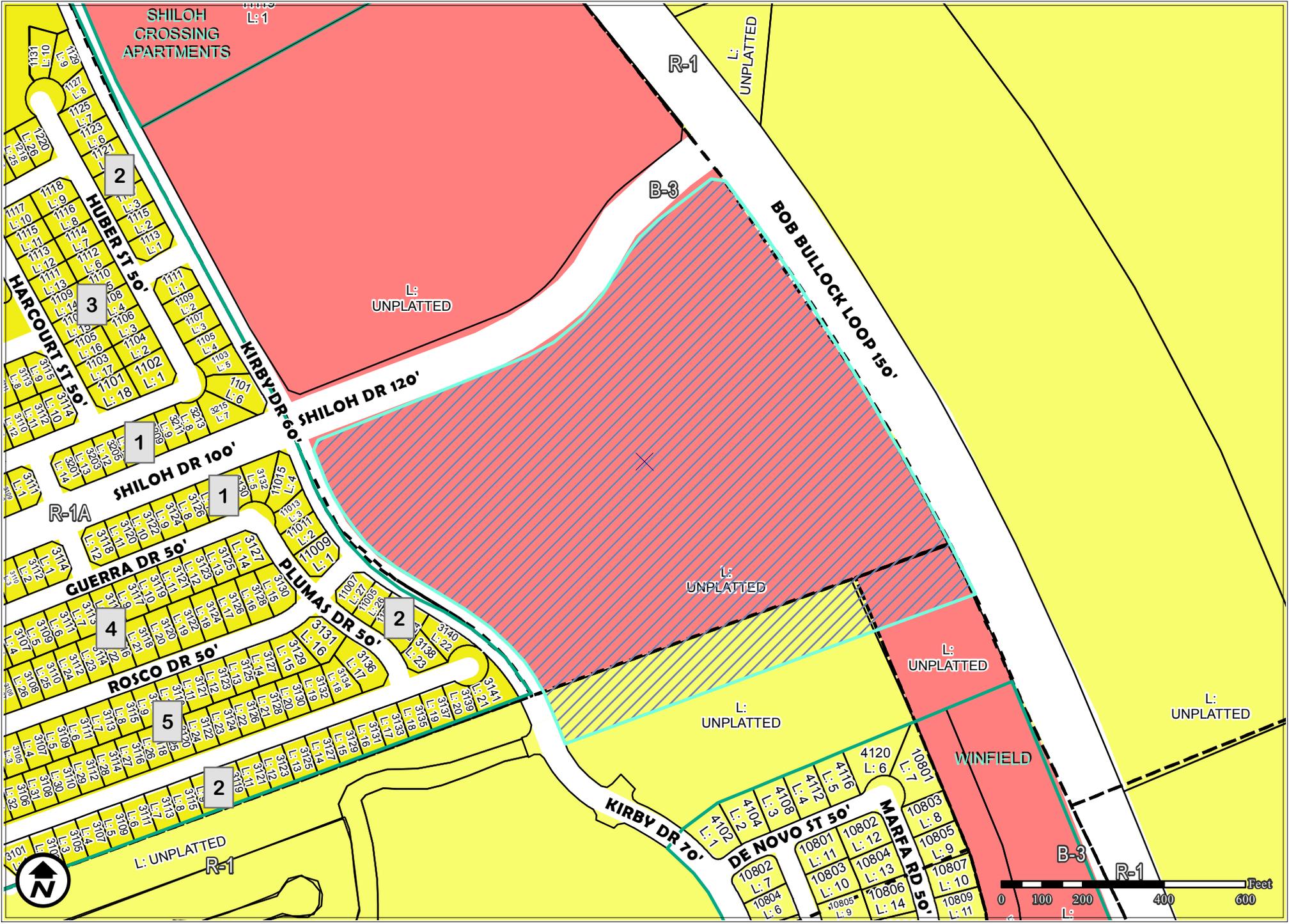
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY

**REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)**

**SE CORNER OF SHILOH & KIRBY  
COUNCIL DISTRICT 6  
ZC-57-2014**

**ZONING MAP**  
1 inch = 300 feet  
Date: 5/28/2014

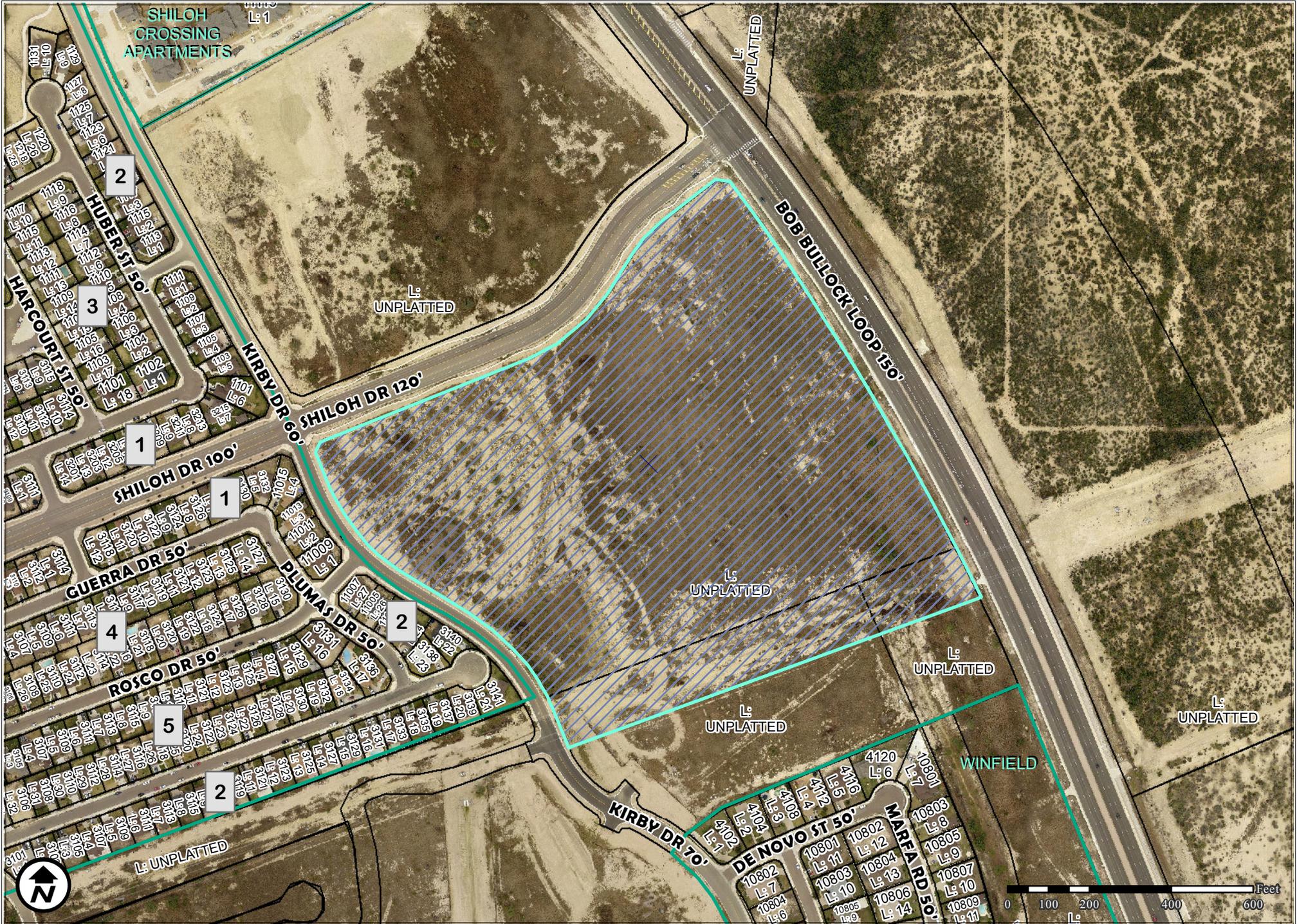
-  S.U.P. (SPECIAL USE PERMITS)
-  C.U.P. (CONDITIONAL USE PERMITS)
-  S.U.P. & C.U.P.



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

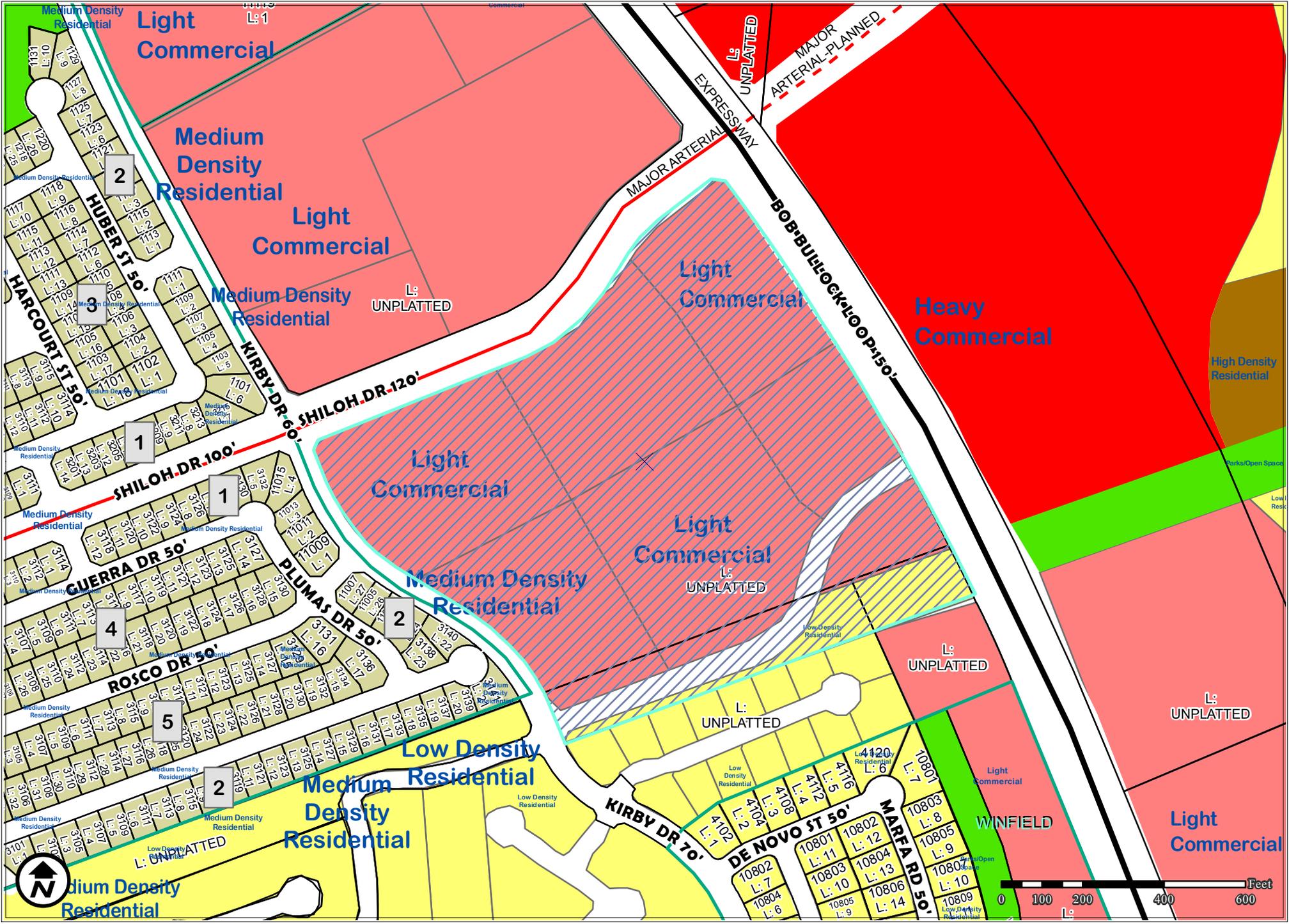
SE CORNER OF SHILOH & KIRBY  
COUNCIL DISTRICT 6  
ZC-57-2014

AERIAL MAP  
1 inch = 300 feet  
Date: 5/28/2014



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

SE CORNER OF SHILOH & KIRBY FUTURE LAND USE MAP  
COUNCIL DISTRICT 6  
1 inch = 300 feet  
Date: 5/28/2014





**METES AND BOUNDS DESCRIPTION**

**26.75 ACRE TRACT**

**PORCION 23 ~ ABSTRACT 283**

**WEBB COUNTY, TEXAS**

A tract of land containing 26.75 acres of land, more or less, situated in Porcion 23, Leonardo Sanchez, original grantee, Abstract 283, Webb County, Texas same being out of a tract of land commonly known as the Killam K-1 Tract recorded in Volume 540, Page 632, Webb County Deed Records same being out of the Killam Development, LTD. tract as recorded in Volume 2372, Pages 204-206, Webb County Official Public Records and being more particularly described by metes and bound as follows:

**BEGINNING** at a found 1/2 inch iron rod on the south right-of-way line of Shiloh Drive ( a 120 foot wide road ) as recorded in Shiloh Crossing Subdivision Phase 3 as recorded in Volume 29, Pages 7-9 Webb County Map Records same being on the west right-of-way line of Bob Bullock Loop as recoded in Volume 153, Pages 576-581 Webb County Map Records, a point of curvature to the right, the **POINT of BEGINNING** and northeast corner of the herein described tract;

**THENCE**, along the west right-of-way of said Bob Bullock Loop and along said arc to the right with a radius of 5,654.58 feet, a delta of 12°02'31", a chord and chord bearing of 1,186.25 feet and S 31°12'44" E a distance of 1,188.44 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 69°57'44" W, leaving the west right-of-way of Bob Bullock Loop same a distance of 1,071.55 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the right and the southwest corner of the herein described tract;

**THENCE**, along the east right-of-way of Kirby Drive ( a 60 foot wide road ) as recorded in Volume 31, Page 100, Webb County Map Records and along said curve to the right with a radius of 270.00 feet, a delta of 06°06'36", a chord and chord bearing of 28.79 feet and N 23°34'10" W a distance of 28.79 feet to a set 1/2 inch iron rod, a tangent point;

**THENCE**, N 21°17'36" W, along the east right-of-way of Kirby Drive ( a 60 foot wide road ) as recorded in Shiloh Crossing Subdivision Phase 3 Volume 29, Pages 7-9 a distance of 41.27 feet to a found 1/2 inch iron rod, a point of curvature to the left;

**THENCE**, continuing along the east right-of-way line of said Kirby Drive and said arc to the left with a radius of 517.25 feet, a delta of 38°34'23", a chord and chord bearing of 341.69 feet and N 39°19'28" W a distance of 348.23 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, N 58°36'39" W, continuing along the east right-of-way line of said Kirby Drive a distance 185.99 feet to a found 1/2 inch iron rod, a point of curvature to the right;

**THENCE**, continuing along the east right-of-way line of said Kirby Drive and along said arc to the right with a radius of 470.00 feet, a delta of 36°46'16", a chord and chord bearing of 296.49 feet and N 40°13'31" W a distance of 301.64 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, N 21°50'23" W, continuing along the east right-of-way line of said Kirby Drive a distance of 69.97 feet to a found 1/2 inch iron rod, the northwest corner of the herein described tract;

**THENCE**, N 23°09'36" E, continuing along the east right-of-way line of said Kirby Drive a distance of 28.28 feet to a set 1/2 inch iron rod same being a point on the south right-of-way line of said Shiloh Drive, a point of deflection right;

**THENCE**, N 68°09'35" E, along the south right-of-way line of said Shiloh Drive a distance of 543.75 feet to a found 1/2 inch iron rod, a point curvature to the left;

**THENCE**, continuing along the south right-of-way line of said Shiloh Drive and along said curve to the left with a radius of 435.00 feet, a delta of 36°10'05", a chord and chord bearing of



# 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

270.06 feet and N 50°04'32" E a distance of 274.60 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, N 31°59'29" E, continuing along the south right-of-way line of said Shiloh Drive a distance of 102.00 feet to a found 1/2 inch iron rod, a point of curvature to the right;

**THENCE**, continuing along the south right-of-way line of said Shiloh Drive and said curve to the right with a radius of 315.00 feet, a delta of 19°42'16", a chord and chord bearing of 107.80 feet and N 41°50'38" E a distance of 108.33 feet to a found 1/2 inch iron rod, a tangent point;

**THENCE**, N 51°41'46" E, continuing along the south right-of-way line of said Shiloh Drive a distance of 161.18 feet to a set 1/2 inch iron rod, a deflection right;

**THENCE**, S 82°49'55" E, continuing along the south right-of-way line of said Shiloh Drive a distance of 35.06 feet to return to and close at the **POINT of BEGINNING** containing 26.75 acres of land.

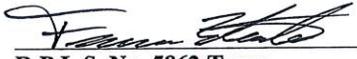
**Basis of Bearings:**

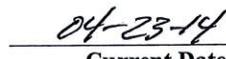
A found 1/2 inch iron rod at the northwest corner of a 25.636 acre right-of-way dedication and a found Type 2 concrete monument at a point of curvature on the west right-of-way line of said dedication as recorded in Volume 153, Pages 576-581, Webb County Deed Records.

Called: S 38°36'06" E, a distance of 2,672.24 feet

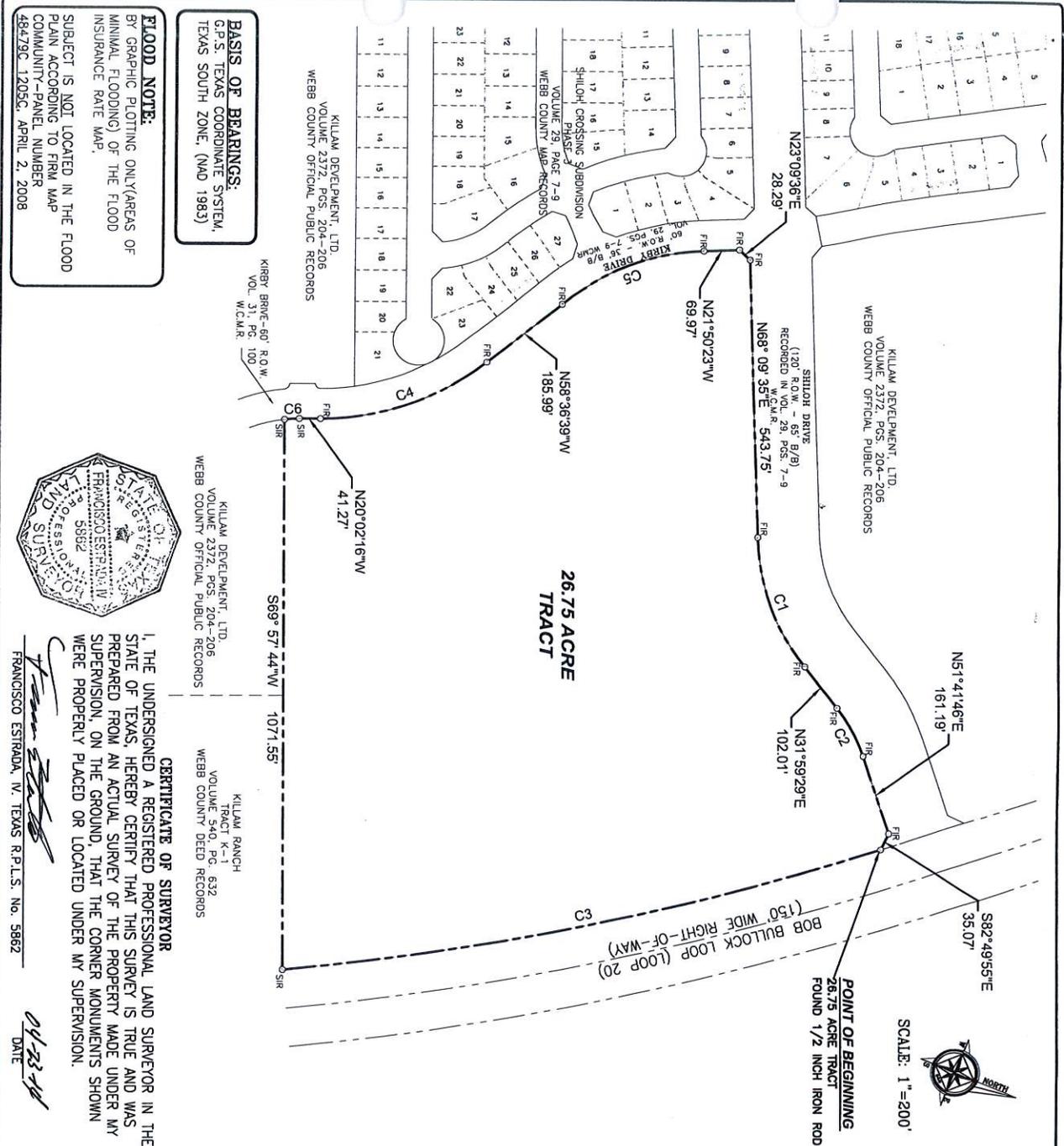
Measured: S 38°36'06" E, a distance of 2,672.44 feet

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

  
Current Date





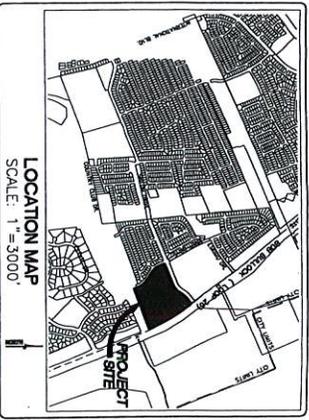
**BOUNDARY SURVEY OF**  
 A TRACT OF LAND CONTAINING 26.75 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 23, LEONARDO GARCIA, ORIGINAL GRANTEE, ABSTRACT 277, WEBB COUNTY, TEXAS SAME BEING OUT OF A TRACT OF LAND COMMONLY KNOWN AS THE KILLAM RANCH, K-1 TRACT AS RECORDED IN VOLUME 540, PAGE 632 WEBB COUNTY DEED RECORDS SAME BEING OUT OF THE KILLAM DEVELOPMENT, LTD. TRACT AS RECORDED IN VOLUME 2372, PAGES 204-206, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

**Exhibit A**

**LEGEND**  
 O S.I.R. = SET 1/2" IRON ROD  
 O F.I.R. = FOUND 1/2" IRON ROD  
 O MON = FOUND TYPE 2 CONCRETE MONUMENT  
 WCMR = WEBB COUNTY MAP RECORDS  
 WCOPR = WEBB COUNTY OFFICIAL PUBLIC RECORDS  
 VOL. = VOLUME  
 PGS = PAGE(S)

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	274.60'	435.00'	036°10'05"	270.06'	N50°04'32"E
C2	108.33'	315.00'	019°42'16"	107.80'	N41°50'38"E
C3	1188.44'	5654.58'	012°02'31"	1186.25'	S31°12'44"E
C4	348.23'	517.25'	038°34'23"	341.69'	N35°19'28"W
C5	301.64'	470.00'	035°45'16"	296.49'	N40°13'31"W
C6	28.79'	270.00'	05°06'36"	28.79'	N23°34'10"W



**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  
 DATE: 01-23-18

**BASIS OF BEARINGS:**  
 C.P.S. TEXAS COORDINATE SYSTEM, TEXAS SOUTH ZONE, (NAD 1983)

**FLOOD NOTE:**  
 BY GRAPHIC PLOTTING ONLY (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.

SUBJECT IS NOT LOCATED IN THE FLOOD PLAN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 484-79C, 1205C, APRIL 2, 2008

**KILLAM DEVELOPMENT, LTD.**  
 VOLUME 2372, PGS. 204-206  
 WEBB COUNTY OFFICIAL PUBLIC RECORDS

**KIRBY DRIVE-60' R.O.W.**  
 VOL. 31, PG. 100  
 W.C.M.R.

**KIRBY DRIVE**  
 VOL. 29, PAGE 7-9  
 WEBB COUNTY MAP RECORDS

**SHILOH CROSSING SUBDIVISION**  
 VOL. 29, PAGE 7-9  
 WEBB COUNTY MAP RECORDS

**KILLAM DEVELOPMENT, LTD.**  
 VOLUME 2372, PGS. 204-206  
 WEBB COUNTY OFFICIAL PUBLIC RECORDS

**KILLAM RANCH TRACT K-1**  
 VOLUME 540, PG. 632  
 WEBB COUNTY DEED RECORDS

**POINT OF BEGINNING**  
 26.75 ACRE TRACT  
 FOUND 1/2 INCH IRON ROD

**SCALE: 1" = 200'**

ZC-57-2014

Bob Bullock Lp and Shiloh Dr

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



ZC-57-2014

Bob Bullock Lp and Shiloh Dr

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



ZC-57-2014

Bob Bullock Lp and Shiloh Dr

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



ZC-57-2014

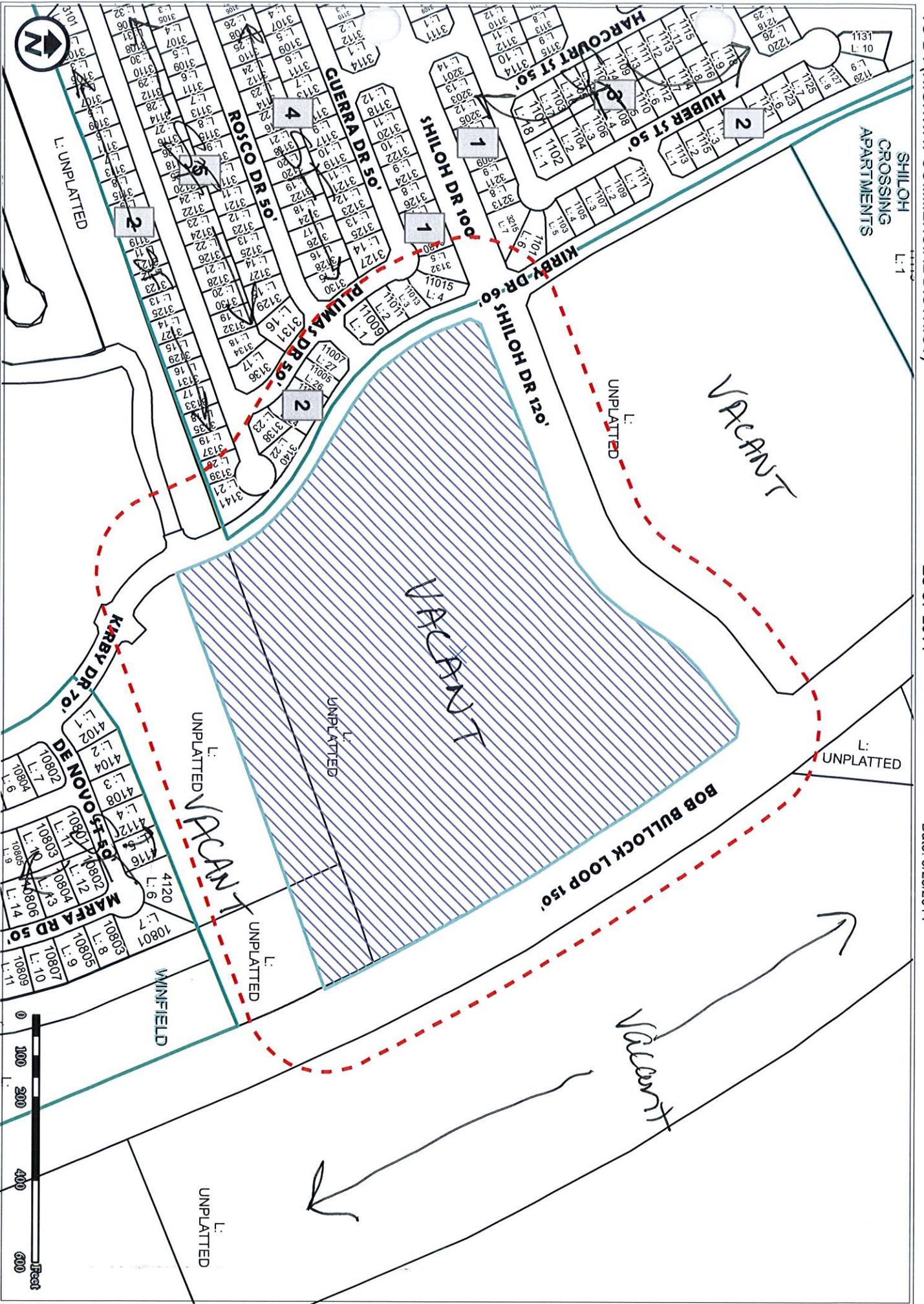
Bob Bullock Lp and Shiloh Dr

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



REZONE FROM  
B3 (GENERAL BUSINESS DISTRICT)  
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

SE CORNER OF SHILOH & KIRBY 200' NOTIFICATION MAP  
COUNCIL DISTRICT 6  
ZC-57-2014  
Date: 5/28/2014



## Final Reading of Ordinances

### City Council-Regular

Meeting Date: 08/04/2014

Staff Source: Jose Luis Flores, Airport Manager

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### SUBJECT

**2014-O-094** Authorizing the City Manager to approve an amendment to the lease agreement with Sanchez Oil and Gas Corporation approved by Ordinance No. 94-O-175 for Building No. 374, Building No. 372 and a 73,299 square foot tract of unimproved land. The proposed amendment changes the lease term from ten (10) to five (5) years from October 1, 2014 to September 30, 2019, provides for a \$1,000.00 per month rent abatement for improvements, deletes a tract of unimproved land, amends lease termination clause, and amends LESSEE'S rental obligation from \$20,879.76 to \$15,879.76 effective October 1, 2014. All other terms and conditions of the lease agreement remain in effect and unchanged.

### PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 94-O-175 dated September 19, 1994. On July 21, 2014, Council introduced the Ordinance.

### BACKGROUND

Sanchez Oil and Gas is a tenant in excellent standing since the late 1970's.

Due to a business decision to transfer many of its Laredo employees to its Houston headquarters, Sanchez no longer needs much of the Laredo leased premises. Sanchez may consider in the future leasing a smaller building in Laredo.

Sanchez has given notice of its intentions not to fully exercise its next lease renewal option coming up on October 2014 and instead is requesting that the City consider a five (5) year renewal option with an option to terminate after two (2) years into the new term.

Sanchez is requesting that the City participate in a five year rent abatement program of \$60,000.00 to make repairs to roof and air conditioning system. The rate of the rent abatement is \$1,000.00 per month.

Sanchez is requesting to release from its lease a tract of unimproved land. The rental obligation effective October 1, 2014 is reduced by Four Thousand Dollars \$4,000.00 from \$20,879.76 to \$15,879.76.

### COMMITTEE RECOMMENDATION

On July 08, 2014 the Airport Advisory Board considered this item and recommends approval.

**STAFF RECOMMENDATION**

Approval of Ordinance.

---

**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:**  
**Source of Funds:** Airport Operations  
**Account #:** 242-0000-361-1060  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds will be deposited in the Airport Operations Fund  
Account 242-0000-361-1060

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**Attachments**

Sanchez Oil & Gas ORD  
Sanchez Oil & GAs DOC

---

**ORDINANCE NO. 2014-O-094**

**AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO THE LEASE AGREEMENT WITH SANCHEZ OIL AND GAS CORPORATION APPROVED BY ORDINANCE NO. 94-O-175 FOR BUILDING NO. 374, BUILDING NO. 372 AND A 73,299 SQUARE FOOT TRACT OF UNIMPROVED LAND. THE PROPOSED AMENDMENT CHANGES THE LEASE TERM FROM TEN (10) TO FIVE (5) YEARS FROM OCTOBER 01, 2014 TO SEPTEMBER 30, 2019, PROVIDES FOR A \$1,000 PER MONTH RENT ABATEMENT FOR IMPROVEMENTS, DELETES A TRACT OF UNIMPROVED LAND, AMENDS LEASE TERMINATION CLAUSE, AND AMENDS LESSEE'S RENTAL OBLIGATION FROM \$20,879.76 TO \$15,879.76 EFFECTIVE OCTOBER 01, 2014. ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT REMAIN IN EFFECT AND UNCHANGED.**

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease amendment between the City of Laredo, as LESSOR, and Sanchez Oil and Gas Corporation as LESSEE, for amending the lease term from ten (10) to five (5) years from October 01, 2014 to September 30, 2019, provides for a \$1,000 per month rent abatement for improvements, deletes a tract of unimproved land, amends lease termination clause, and amends LESSEE'S rental obligation from \$20,879.76 to \$15,879.76 effective October 01, 2014 at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Board finds that said lease amendment is in the best interest of the Airport and recommends that the City Council approve the proposed amendment and;

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a lease amendment with Sanchez Oil and Gas Corporation as LESSEE, for amending the lease term from ten (10) to five (5) years from October 01, 2014 to September 30, 2019, provides for a \$1,000 per month rent abatement for improvements, deletes a tract of unimproved land, amends lease termination clause, and amends LESSEE'S rental obligation from \$20,879.76 to \$15,879.76 effective October 01, 2014 at the Laredo International Airport,

a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS     )(

COUNTY OF WEBB    )(

### LEASE AMENDMENT

This Lease Amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as “LESSOR” and Sanchez Oil & Gas Corporation, hereinafter referred to as “LESSEE”.

WHEREAS, on September 19, 1994, by Ordinance No. 94-O-175 LESSOR authorized a lease agreement with Sanchez Oil & Gas Corporation, for approximately 22,776 sq. ft. constituting Building #374 situated on a 138,359.77 sq. ft. of land and a tract of land consisting of approximately 118,295 sq. ft., located at 712 Maher Ave at the Laredo International Airport,

WHEREAS, LESSOR and LESSEE agree to amend the lease agreement approved by Ordinance No. 94-O-175 dated September 19, 1994, as follows;

Amending Section 1.05 TERM OF LEASEHOLD, COMMENCEMENT OF TERM, SUSPENSION.

LESSOR and LESSEE agree to extend for an additional five (5) years, through September 30, 2019 at which time said lease would automatically terminate;

#### AMENDING THE LEASE AGREEMENT TO ADD THE FOLLOWING CLAUSE:

LESSOR and LESSEE agree that LESSEE would be provided with an improvement allowance of \$60,000 to make needed renovations to the existing building, primarily to the roof and air conditioning system. The allowance would be funded through an abatement of rent expense during the initial sixty (60) months of the lease extension. Said monthly rent abatement shall not exceed One Thousand Dollars (\$1,000) per month. Lessee shall provide to Lessor copy of contracts or invoices regarding the building renovations;

Amending Section 1.03 DESCRIPTION OF PREMISES DEMISED.

LESSOR and LESSEE agree that effective October 1, 2014, the unimproved land on the western part of the leased block, comprising approximately 73,299 sq. ft., would be removed from the lease with a corresponding decrease in the monthly rent of approximately \$4,000;

Amending Section 1.08 LESSEE’S OPTION TO TERMINATE THIS LEASE AGREEMENT DURING 10<sup>TH</sup>, 20<sup>TH</sup>, AND 30<sup>TH</sup> ANNIVERSARIES.

LESSOR and LESSEE agree that LESSEE would have an option to terminate the lease at the end of each year, beginning at the end of year two (2) being October 1, 2016.

*Sanchez Oil & Gas Corporation Lease Amendment Bldg. 374*

LESSEE would have to provide 90 day written notice to LESSOR upon any option to terminate. LESSEE would be liable for any unamortized portion of the improvement allowance, with such allowance amortized over the 60 month term of the lease extension;

Amending Section 1.07 RENTAL OBLIGATION AND MODE OF PAYMENT, SUBSECTIONS A OF RENTAL SCHEDULE A AND RENTAL SCHEDULE B.

LESSOR and LESSEE agree that the monthly rent for the period commencing October 1, 2014 would be \$20,879.76, less the \$4,000 for the unimproved land or \$15,879.76 per month;

This lease amendment shall be effective October 1, 2014. All other terms and conditions of the Lease Agreement remain in effect and unchanged.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LESSOR:**  
CITY OF LAREDO, a Municipal Corporation

BY: \_\_\_\_\_  
CARLOS VILLARREAL, CITY MANAGER

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

**LESSEE:**  
SANCHEZ OIL & GAS CORPORATION

BY: \_\_\_\_\_  
FRANK A. GUERRA, EXECUTIVE VICE PRESIDENT

*Sanchez Oil & Gas Corporation Lease Amendment Bldg. 374*

STATE OF TEXAS )(

COUNTY OF WEBB )(

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014,  
by Frank A. Guerra, Executive Vice President, Sanchez Oil & Gas Corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

**Staff Source:** Jose Luis Flores, Airport Manager

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### SUBJECT

**2014-O-083** Amending the City of Laredo FY 2014 Airport Construction Budget to appropriate revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-76-14 in the amount \$2,890,905.00 to install Security Fencing to include replacement of vehicular gates with sliding gates and access controls along with video cameras; installation of fiber optic cable along with airfield thermal cameras; and, hardware and software upgrades to accommodate system expansion and increase functionality of the badging and dispatch systems. The City's local match in the amount of \$321,212.00 (10%) is available in the Airport Construction Fund Budget.

### PREVIOUS COUNCIL ACTION

City Council approved Resolution 2014-R-38 on 04/21/2014. On July 21, 2014, Council introduced the Ordinance.

### BACKGROUND

U.S. Congressman Henry Cuellar Has announced the award of a \$2,890,905.00 FAA Grant to enhance airport security.

### COMMITTEE RECOMMENDATION

On July 08, 2014, the Airport Advisory Board recommended approval.

### STAFF RECOMMENDATION

That the City Manager be authorized to implement the proposed FY 2014 budget amendment.

---

### Fiscal Impact

**Fiscal Year:** 2014  
**Budgeted Y/N?:** N  
**Source of Funds:** FAA  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

	Acct No	Original Budget	Adjustment	Amended Budget
Revenues				
FAA Grant # 76	433-0000-322-2087	-	\$2,890,905	\$2,890,905
TFR in Airport Const	433-0000-393-0433	-	321,212	321,212
Expenses:				
Improv. O/T Bldgs	433-3677-585-9301	370,503	2,641,920	3,012,423
TFR out- Airport Cons	433-3682-597-0433	700,779	321,212	1,021,991
Reserve Approp	433-3682-564-9900	486,364	248,985	735,349

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**Attachments**

Budget Amendment FAA GRant 76

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**ORDINANCE NO. 2014-O- 083**

**AMENDING THE CITY OF LAREDO FY 2014 AIRPORT CONSTRUCTION BUDGET TO APPROPRIATE REVENUES FROM A GRANT RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM BEING GRANT PROJECT NO. 3-48-0136-76-14 IN THE AMOUNT \$2,890,905.00 TO INSTALL SECURITY FENCING TO INCLUDE REPLACEMENT OF VEHICULAR GATES WITH SLIDING GATES AND ACCESS CONTROLS ALONG WITH VIDEO CAMERAS; INSTALLATION OF FIBER OPTIC CABLE ALONG WITH AIRFIELD THERMAL CAMERAS; HARDWARE AND SOFTWARE UPGRADES TO ACCOMMODATE SYSTEM EXPANSION AND INCREASE FUNCTIONALITY OF THE BADGING AND DISPATCH SYSTEMS; THE CITY'S LOCAL MATCH IN THE AMOUNT OF \$321,212.00 (10%) IS AVAILABLE IN THE AIRPORT CONSTRUCTION FUND BUDGET.**

WHEREAS, the City of Laredo appropriates revenues from a grant received from the Federal Aviation Administration Airport Improvement Program in the amount of \$2,890,905.00 for the Laredo International Airport Construction Budget; and

WHEREAS, said transfer will fund the local match towards Federal Aviation Administration "FAA" Grant(s) to enable local match to install Security Fencing to include replacement of vehicular gates with sliding gates and access controls along with video cameras; installation of fiber optic cable along with airfield thermal cameras; hardware and software upgrades to accommodate system expansion and increase functionality of the badging and dispatch systems; and

WHEREAS, the Airport Manager recommends that the City Council approve the proposed budget amendment to the City of Laredo FY 2014 Airport Construction Budget to recognize the additional revenues and to appropriate like expenditures; and

WHEREAS, the Airport Advisory Board finds that amending the budget is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1: The City Manager be and is hereby authorized to amend City of Laredo FY 2014 Airport Construction Budget to appropriate revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-76-14 in the amount \$2,890,905.00. Said transfer will fund the local match towards Federal Aviation

Administration "FAA" Grant(s) to enable local match to install Security Fencing to include replacement of vehicular gates with sliding gates and access controls along with video cameras; installation of fiber optic cable along with airfield thermal cameras; hardware and software upgrades to accommodate system expansion and increase functionality of the badging and dispatch systems and authorizing the City Manager to implement said budget amendment.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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RAUL G. SALINAS  
MAYOR

ATTEST:

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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RAUL CASSO  
CITY ATTORNEY

## Final Reading of Ordinances

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

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### **SUBJECT**

**2014-O-093** An Ordinance Amending Chapter 24, Section 24.78 of the City of Laredo Land Development Code, Entitled Off-Street Parking and Loading Requirements, Specifically Chapter 24, Section 24-78.3 Parking Space Formulas, by reducing required parking for offices from 1 per 200 sq. ft. to 1 per every 250 sq. ft.; reducing the required parking for sit down restaurants from 18 per 1,000 sq. ft. to 12 per 1,000 sq. ft.; reducing the requirement for queuing spaces at fast food drive-thru from 8 to 6 and removing redundant language from Bed and Breakfast formula; providing for publication and effective date.

### **PREVIOUS COUNCIL ACTION**

Council previously amended this ordinance on June 2, 2014 and on July 21, 2014 Council Introduced this Ordinance Amendment.

### **BACKGROUND**

Members of the development and real estate communities requested that the Planning and Zoning Commission and City Council revisit three regulations within the off-street parking ordinance. After review by the P&Z Commission it is recommended that the requirements for restaurants, offices and queuing space for drive-thru restaurants be modified (reduced).

### **COMMITTEE RECOMMENDATION**

The Planning and Zoning Commission after public hearing recommends approval of the Ordinance Amendment.

### **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:**

N/A

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**Attachments**

Amending Chapter 24, Section 24.78 of the City of Laredo Land Development Code, entitled Off-Street Parking and Loading Requirements, specifically Chapter 24, Section 24-78.3 Parking Space Formulas

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**ORDINANCE NO. 2014-O-093**

AN ORDINANCE AMENDING CHAPTER 24, SECTION 24.78 OF THE CITY OF LAREDO LAND DEVELOPMENT CODE, ENTITLED OFF-STREET PARKING AND LOADING REQUIREMENTS, SPECIFICALLY CHAPTER 24, SECTION 24-78.3 PARKING SPACE FORMULAS, BY REDUCING REQUIRED PARKING FOR OFFICES FROM 1 PER 200 SQ. FT. TO 1 PER EVERY 250 SQ. FT.; REDUCING THE REQUIRED PARKING FOR SIT DOWN RESTAURANTS FROM 18 PER 1,000 SQ. FT. TO 12 PER 1,000 SQ. FT.; REDUCING THE REQUIREMENT FOR QUEUING SPACES AT FAST FOOD DRIVE-THRU FROM 8 TO 6 SPACES AND REMOVING REDUNDANT LANGUAGE FROM BED AND BREAKFAST FORMULA; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

**WHEREAS**, the *Laredo Land Development Code* currently provides standards and requirements regarding off-street parking and loading; and

**WHEREAS**, the revision of said standards and requirements has been deemed necessary and appropriate; and

**WHEREAS**, the Planning and Zoning Commission, after a public hearing on July 3, 2014, has recommended approval of the proposed ordinance amendment; and

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

**WHEREAS**, the City Council has held a public hearing on July 21, 2014, on the amendment and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo.

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

**Section 1:** Article IV, Section 24-78.3 of the Laredo Land Development Code be and is hereby amended as follows:

24-78.3 PARKING SPACE FORMULAS

	<b>TYPE OF USE</b>	<b>PARKING SPACES REQUIRED</b>
<b>(1)</b>	<b>RESIDENTIAL:</b>	
	(a) Single family dwelling	Two (2) for each dwelling unit, townhouse, condominium or manufactured home.
	(b) Apartments, or multifamily, dwellings	<p>a. Four (4) for each duplex;</p> <p>b. Multi-family dwellings (more than two families). One (1) parking space for each efficiency or studio apartment or rooming / or boarding house sleeping room;</p> <p>c. One and one half (1½) spaces for each one bedroom dwelling unit. Dwelling units larger than one bedroom: 1.5 spaces plus 0.5 spaces for each additional bedroom;</p> <p>d. One (1) additional space every four (4) dwelling units to accommodate visitor traffic.</p>
	(c) Boarding houses, rooming houses, dormitories, and fraternity houses which have sleeping rooms	One (1) for each sleeping room or one (1) for each permanent occupant.
<b>(2)</b>	<b>COMMERCIAL/SERVICE:</b>	
	(a) Automobile service garages	One (1) for each two (2) gasoline pumps and two (2) for each service bay which also provides repair.
	(b) Auto and light truck repair	One (1) per every 500 sq. ft. office / reception space plus one for each service bay (exterior or interior) and two (2) stacking spaces for each service bay.
	(c) Vehicle sales and service (new/used)	
	(1) Small – 30 vehicles or less	One (1) per 250 sq. ft. office and one (1) per service bay plus one (1) for every five (5) vehicles on the lot.
	(2) Large – more than 30 vehicles	One (1) for every 500 sq. ft. office and service area plus 1.1 spaces per car on lot (inventory). Parking plan is required and must meet standard parking lot dimensional requirements.
	(d) Heavy vehicle sales (includes tractor trailers/18-wheelers)	One (1) per 500 sq. ft. office and indoor showroom plus 1 space for 1500 sq. ft. outdoor display area / inventory storage area.
	(e) Vehicle service station (limited repair/ maintenance services)	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking

		spaces for each service bay.
(1)	Oil change/lube/tune up	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(2)	Window tinting	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(3)	Windshield repair	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(f)	Vehicle service station (specific repair/maintenance)	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(1)	Mufflers	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(2)	Brakes	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(3)	Transmissions	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(4)	Window/windshield replacement	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(5)	Tire shop	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(6)	Automobile alarms/electronics shop	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(7)	Auto paint and body shop; collision center	One (1) per 500 sq. ft. office/reception space plus one (1) for each service bay (exterior or interior) and 2 stacking spaces for each service bay.
(8)	Auto parts shop (retail)	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and two (2) stacking spaces for each service bay.
(9)	Auto state vehicle inspection shop	One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and two (2) stacking spaces for each service bay.
(g)	Vehicle fuel station (fuel only no retail)	One (1) for every 250 sq. ft. office area.

(h)	Vehicle washing (passenger cars and trucks)	
(1)	Automatic (full-service)	Minimum one (1) parking space or one (1) for every 250 sq. ft. office space and two (2) stacking spaces for each service bay.
(2)	Manual coin-operated	One (1) for every 500 sq. ft., including service bays, wash tunnels and retail areas and two (2) stacking spaces for each service bay.
(3)	Hand wash/custom wash/detailing	One (1) for every 500 sq. ft., include service bays, wash tunnels and retail areas and two (2) stacking spaces for each service bay.
(i)	Heavy vehicle repair	One (1) per 500 sq. ft. office/reception space plus one (1) for each service bay (exterior or interior) and two (2) stacking spaces for each service bay.
(j)	Boat and RV sales	One (1) per 500 sq. ft. office and indoor showroom plus 1 space for 1500 sq. ft. outdoor display area/inventory storage area.
(k)	Vehicle impound lots	One (1) for every 250 sq. ft. office area.
(l)	Hotels, motels	One (1) per each sleeping room plus one (1) space for each 200 sq. ft. of commercial floor area used therein (minus lobby area).
(m)	Funeral parlors, mortuaries	One (1) for each 100 sq. ft. and similar use of floor area slumber rooms, parlors or service rooms.
(n)	Cemetery	One (1) per 250 sq. ft. of office area.
(o)	Convenience stores (no fuel sales)	One (1) per 200 sq. ft.
(1)	With fuel sales	One (1) per 200 sq. ft. plus one (1) for each two (2) fuel pumps.
(2)	With drive-thru	One (1) per 200 sq. ft. plus one (1) for every 75 sq. ft. kitchen/dining area and four (4) stacking spaces.
(3)	With restaurant/snack bar	One (1) per 200 sq. ft. plus one (1) for every 75 sq. ft. kitchen/dining area.
(p)	Retail stores – General	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(q)	Retail stores - Alcoholic beverage sales (off-premise consumption)	One (1) per each 200 sq. ft.
(r)	Retail stores – Antiques	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.

(s)	Retail stores – Drugstore/pharmacy	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft. plus four (4) stacking spaces for drive-through.
(t)	Retail stores – Fruit and produce store	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(u)	Retail stores – Furniture sales	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(v)	Retail stores – Grocery/food store	One per each 200 sq. ft. up to 5000 sq. ft.; one per each 250 sq. ft. if greater than 5000 sq. ft.
(w)	Retail store – Hardware sales	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(x)	Retail store – Home improvement center	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(y)	Retail stores – Meat market	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(z)	Retail stores – Pet shop	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(aa)	Retail stores – Specialty (not elsewhere classified)	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(bb)	Retail stores – Sporting goods	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(cc)	Retail stores – Thrift store	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(dd)	Retail stores – Toy store	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(ee)	Catering service	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(ff)	Nursery (with on-site or off-site growing of plants)	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(gg)	Kennel	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(hh)	Pet grooming (without kennels)	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(ii)	Veterinary clinic (with or without kennels)	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(jj)	Veterinary hospital	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(kk)	Banks, financial institutions	One (1) for each 200 sq. ft. of floor area plus eight (8)

		stacking spaces for each drive-thru service lane; two (2) stacking spaces per ATM.
(ll)	Pawn shop	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(mm)	Martial arts studio	One (1) per each 200 sq. ft.
(nn)	Dance/Gymnastics/Performing arts studio	One (1) per each 200 sq. ft.
(oo)	Barber or Beauty shop	One (1) per each 200 sq. ft.
(pp)	Dry cleaning	One (1) per each 200 sq. ft. plus two (2) stacking spaces for drive-through.
(qq)	Offices	One (1) for each <del>200</del> 250 sq. ft. of floor area.
(rr)	Medical Clinic (physician and/or dentist)	One (1) for each 200 sq. ft. of floor area.
(ss)	Medical Clinic (chiropractic)	One (1) for each 200 sq. ft. of floor area.
(tt)	Medical Clinic (physical therapy)	One (1) for each 200 sq. ft. of floor area.
(uu)	Medical Clinic (optometry)	One (1) for each 200 sq. ft. of floor area.
(vv)	Restaurants	
	(1) Sit down restaurants	<del>Eighteen (18)</del> Twelve (12) parking spaces per 1,000 sq. ft.
	(2) Fast food (with or without drive-through)	One (1) per each 200 sq. ft.; with drive-through add <del>eight (8)</del> six (6) stacking spaces for each service lane.
	(3) Carry-out restaurants (no customer seating or dining area)	One (1) parking space per 200 sq. ft.
(ww)	Flea markets	One (1) parking space per booth plus one (1) parking space for each 2,000 sq. ft. of land area not used for parking.
(xx)	Bed and Breakfast	One (1) parking space for each guestroom plus one (1) parking space for the owner / occupant and one (1) space for each employee. Except for the driveway, the front yard shall not be used for parking in a Residential Office (R-O) District. <del>One (1) parking space for each guest room plus one (1) parking space for the owner /</del>

~~occupant and one (1) space for each employee Except for the driveway, the front yard shall not be used for parking in a Residential Office (R-O) District.]~~

- (yy) All other types of commercial /service uses One (1) for each 200 sq. ft. of business or commercial floor area uses permitted in any business district.
- (zz) Tool rental (with inside & / or outside storage) One (1) per each 200 sq. ft.
- (aaa) Truck stop One (1) per every 500 sq. ft. office / reception space plus one (1) for each service bay (exterior or interior) and two (2) stacking spaces for each service bay.
- (bbb) Self-service storage/mini-storage Four (4) spaces plus two (2) for employees.

**(3) RECREATIONAL OR ENTERTAINMENT**

- (a) Bars, night clubs, dance halls, cantinas One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater.
- (b) Reception halls, dance halls One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater.
- (1) With liquor sales (beer, wine, etc.) One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater.
- (2) Without liquor sales (BYOB) One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater.
- (c) Bowling alleys Four (4) for each alley or lane plus one (1) additional space for each 100 sq. ft. of the area used for restaurant, cocktail lounge, or similar use.
- (d) Skating rinks One (1) for each 100 sq. ft. of floor area used for the activity.
- (e) Outdoor swimming pools or other public or private recreation facilities One (1) for each five (5) person capacity plus one (1) for each four (4) seats or one (1) for each 30 sq. ft. floor area used for seating purposes whichever is greater.
- (f) Auditoriums, sports arenas One (1) for each four (4) seats plus one (1) each 30 sq. ft. floor area used for non-permanent seating.
- (g) Amusement Redemption Machine Establishments One (1) for each 100 sq. ft. of floor area or one (1) space for each four (4) seats, whichever is greater.
- (h) Theater (both motion picture and live) One (1) for every four (4) seats.
- (i) Laser Hide and Seek One (1) per six (6) seats or one (1) per 30 sq. ft. of

	Games(indoor & outdoor)	area used for non-permanent seating.
(j)	Go-Cart track	One (1) per six (6) seats or one (1) per 30 sq. ft. of area used for non-permanent seating.
(k)	Golf course/driving range	Six (6) per hole/ one (1) per six (6) seats or one (1) per 30 sq. ft. of club house if no permanent seats.
(l)	Shooting range (indoor and outdoor)	One (1) per six (6) seats or one (1) per 30 sq. ft. of area used for non-permanent seating.
(m)	Tennis/handball courts (indoor and outdoor)	One (1) per six (6) seats or one (1) per 30 sq. ft. of area used for non-permanent seating.

**(4) INSTITUTIONAL:**

(a)	Churches and other places of religious assembly	One (1) for every four (4) seats of fixed seating plus one (1) per 30 sq. ft. used for assembly area.
(b)	Assembly or meeting hall (incl. clubs and lodges)	One (1) for every four (4) seats of fixed seating plus one (1) per 30 sq. ft. used for assembly area.
(c)	Hospitals	The sum of the following: one (1) for every bed plus one (1) for every staff doctor and visiting doctor plus one (1) for every two (2) employees. May also require a special study.
(d)	Sanitariums, homes for the aged, nursing homes, children homes, asylums and similar uses	One (1) for each two (2) beds.
(e)	Residential Care Facilities	One (1) for each two (2) beds.
(f)	Assisted Living Facilities	One (1) per living unit.
(g)	Libraries, museums, and art galleries	One (1) for each 400 sq. ft. [galleries] of gallery floor area.

**(5) SCHOOLS (PUBLIC, PAROCHIAL, OR PRIVATE):**

(a)	Elementary and middle schools	Two (2) for each classroom and one (1) for every six (6) seats of fixed seating in auditoriums or assembly halls.
(b)	High schools	Four spaces per each classroom, and one for each teacher and employee plus one (1) per 30 sq. ft. of area used for non-permanent seating.
(c)	Business, technical and trade schools	One (1) for each two (2) students.
(d)	Colleges, universities	Four (4) spaces per each classroom and one (1) for each teacher and employee plus one (1) per 30 sq. ft. of

area used for non-permanent seating.

- (e) Kindergartens, child care centers, nursery schools, and similar uses, except as a home occupation  
One (1) parking space for each 400 square feet of gross floor area. Drop off lane must include a stacking area accommodating three (3) vehicles.

**(6) MANUFACTURING/INDUSTRIAL:**

- (a) All types of manufacturing, storage and wholesale uses permitted in any manufacturing district unless specified below  
One (1) for every two (2) employees (on the largest shift for which the building is designed) plus one (1) for each motor vehicle used in the business, and two (2) tractor truck spaces for each loading dock.
- (b) Cartage, express, parcel delivery, and freight terminals  
One (1) for every two (2) employees (on the largest shift which the building is designed) one (1) for each motor vehicle maintained on the premises, and two (2) tractor truck spaces for each loading dock.
- (c) Used clothing – wholesale (“empacadoras”)  
One (1) for every two (2) employees (on the largest shift which the building is designed) and one (1) for each motor vehicle maintained on the premises, and two (2) tractor truck spaces for each loading dock.
- (d) Food and food products, processing  
One (1) for every two (2) employees (on the largest shift which the building is designed) and one (1) for each motor vehicle maintained on the premises, and two (2) tractor truck spaces for each loading dock.
- (e) Machine shop  
One (1) for every two (2) employees (on the largest shift which the building is designed) and one (1) for each motor vehicle maintained on the premises, and two (2) tractor truck spaces for each loading dock.
- (f) Oil well supplies and machinery  
One (1) for every two (2) employees (on the largest shift which the building is designed) and one (1) for each motor vehicle maintained on the premise, and two (2) tractor truck spaces for each loading dock.
- (g) Recycling business [collection and processing]  
Four (4) spaces plus one (1) space per 300 sq. ft. office area plus one (1) space per 5000 sq. ft. outdoor area accessible to customers.
- (h) Salvage yards/junkyards  
Four (4) spaces plus one (1) space per 300 sq. ft. office area plus one (1) space per 5000 sq. ft. outdoor area accessible to customers.

Where occupancy loads exceed the number of parking spaces required by this Section by more than ten (10) %, the occupancy load shall be reduced by the Building Official accordingly.

**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.

**Section 4:** Severability. If any provision, section subsection, sentence, clauses, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

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**RAUL G. SALINAS  
MAYOR**

**ATTEST:**

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**GUSTAVO GUEVARA, JR.  
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:** 08/04/2014

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

**Staff Source:** Jose L. Flores, Airport Manager

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**SUBJECT**

Authorizing the City Manager to execute a lease with the Hydroworks Inc., for the approximately 1,520 sq. ft. hangar known as Building 1328 at the Laredo International Airport. Lease term is for three (3) years commencing on September 1, 2014, and ending on August 31, 2017. The building is being leased in "AS IS" condition. Initial rent shall be four hundred fifty six dollars (\$456.00) per month. Rent will be adjusted annually based on the Consumer Price Index (CPI); providing for an effective date.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Hydroworks Inc., will be using this building to store an aircraft and related equipment. This tenant will be making improvements to this building including, but not limited to, replacing the large sliding doors, lighting, and replacing some of the damaged exterior sheet metal.

This lease is for aeronautical use only.

**COMMITTEE RECOMMENDATION**

On August 5, 2014 the Airport Advisory Board will meet to consider this item.

**STAFF RECOMMENDATION**

Staff recommends approval of this Ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:**  
**Source of Funds:** Airport Operations  
**Account #:** 242-0000-361-1086  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds will be deposited in the Airport Operations Fund  
Account 242-0000-361-1086

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**Attachments**

Hydroworks Building 1328 Lease Agreement

Hydroworks Building 1328 Exhibit A

Hydroworks Building 1328 Ordinance

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NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

**STATE OF TEXAS**            )  
**COUNTY OF WEBB**        )

This Agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called "LESSOR"), and HYDROWORKS, INC. (hereinafter called "LESSEE").

**WITNESSETH**

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called ("Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

**ARTICLE I  
PREMISES, TERMS, AND PRIVILEGES**

**DEFINITIONS:**

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United states of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Director, shall be considered the LESSOR for all purposes of this lease.

"PREMISES": Includes the property and building subject to this lease.

“STRUCTURE” OR “STRUCTURAL”: Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 **LEASED AREA:**

The LESSOR does hereby lease approximately 1,520 square feet constituting Building No. 1328 located at 4113 N. Jarvis, Laredo, Webb County, Texas situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on “Exhibit A” attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

The premises are leased “AS IS” and there is no expressed or implied warranty on the condition or suitability of the leased premises.

1.02 **TERM:**

This lease is to be for a term of three (3) years commencing on September 1, 2014 and ending on August 31, 2017.

1.04 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of four hundred fifty six dollars (\$456.00) base rent for each month, during the term of this lease.

Monthly rentals shall be paid in advance on or before the first (1<sup>st</sup>) day of each month, the first of such monthly rental payment (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1<sup>st</sup>) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including:

- (a) Any damages to or destruction of the premises or any part thereof;

(b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

(c) Any claim LESSEE has or might have against LESSOR;

(d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.05 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of September 1, 2015, and annually thereafter, the rent will be adjusted according to the percent change average in the CPI as that date from that of the preceding calendar year (January-December).

Example:

1. First Anniversary:                       $\text{Base Rent} \times \text{CPI} = \text{adjustment} + \text{base rent} =$   
rent for second year.
2. Second Anniversary:                       $\text{Second year's rent} \times \text{CPI} = \text{adjustment} +$   
second year's rent = rent for third year...etc., annually  
until lease expiration or any extension thereto.

1.08 **UTILITIES:**

LESSEE shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the premises throughout the term of this lease, including any connections fees and extension of any service.

1.09 **TAXES:**

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion

of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.10 **USE AND USE CONFLICT:**

The leased area herein leased is to be used and occupied solely for the purpose of hangar and aeronautical operations and no other use of the leased area is permitted.

Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease or any interest therein be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, but shall constitute a material breach of this contract.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian trustee or receiver be appointed to administer LESSEE'S business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.11 **LATE CHARGE:**

Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by tenant in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this contract.

1.12 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

1.13 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate immediately prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

1.14 **LESSOR'S WARRANTY OF QUIET ENJOYMENT:**

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

1.15 **WARRANTY OF TITLE:**

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

**ARTICLE II  
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE**

2.01 **INDEMNITY AND NONCLAIM:**

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures and equipment leased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any persons, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

**2.02 LESSEE'S DUTY TO REPAIR:**

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all repairs whereby structural or non-structural, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed to maintain an "as new" appearance as possible, floor covering and other non-structural repairs. As well as structural repairs including the roof, walls, whether interior or exterior, foundation and any other structural component of the building. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

Damage or injury to the premises, fixtures, appurtenances whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

**2.03 ALTERATIONS:**

LESSEE is granted the right to make alterations to the leased area or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions:

(a) LESSEE must first obtain the written consent of LESSOR and obtain the necessary building permits from the City's Building Department. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration, upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

#### 2.04 **INSURANCE**:

A. Prior to the conduct of its operations on the Airport, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas, of the following types and minimum amounts:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,00.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000.00 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate, when applicable.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Hangarkeepers, at minimum limits of \$1,000,000 per-aircraft/\$2,000,000 per-occurrence.

B. Each of the above liability insurance, shall include the LESSOR as a named additional insured and provide under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the terms of this Lease. In addition, each policy shall be endorsed to be primary and non-contributory regardless of the application of other insurance. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a partner or joint venturer with LESSEE in its business conducted on the Airport.

C. Each of the above insurance policies shall contain a waiver of subrogation in favor of the LESSOR.

D. LESSEE'S General Comprehensive Public Liability Insurance Policy shall protect the LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE at the Airport.

E. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

F. Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the Airport Manager. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to Airport Manager at least sixty (60) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Lease within ten (10) days of the execution of this Lease and annually thereafter thirty (30) days prior to the renewal of such insurance upon request by the LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

G. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

H. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR, consistent with the terms and conditions of this Lease; provided, however, such increases or additions shall not be in excess of or in addition to customary insurance coverage in the aviation industry as determined by the Airport Operators Council International. LESSEE shall promptly comply with said increase or other change.

I. LESSEE agrees that any subcontractor(s) hired by the LESSEE shall be required to maintain insurance coverages equal to that required by the LESSEE. It is the responsibility of the LESSEE to assure compliance with this provision. LESSOR accepts no responsibility arising out of the conduct of or lack of conduct of any such contractor of the LESSEE.

J. Certified copies of all LESSEE'S insurance policies and modifications shall be deposited with LESSOR no later than ten (10) days after the execution of this Lease. In no event shall LESSEE, its employees, guests, invitees, contractors access the Premises without first obtaining the insurance policies required by this Agreement.

### **ARTICLE III DEFAULT, HOLDING OVER AND ABANDONMENT**

#### **3.01 LESSEE'S DEFAULT:**

It is covenanted and agreed to by both parties that in the event that:

(1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or

(2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or

(4) LESSEE assigns or subleases or otherwise transfers this lease; or

(5) LESSEE files a voluntary petition of bankruptcy or makes a general assignment for the benefit of creditors; or

(6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service or such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective tenants for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

### 3.02 **RIGHTS ON DEFAULT:**

LESSOR shall have a statutory landlord's lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

**LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.**

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rent due, without waiving LESSOR'S right to the total rent due.

3.03 **ATTORNEY'S FEES:**

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 **ABANDONMENT:**

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair any damages.

3.05 **LESSOR'S REPRESENTATION AND WAIVER:**

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

The waiver by LESSOR to LESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.06 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:**

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or otherwise be subjected to discrimination;

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

(4) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made or issued.

(d) AIRPORT AND AIRWAYS DEVELOPMENT ACT OF 1970: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with the land that:

1. LESSEE will furnish services on a fair, equal and not unjustly discrimination basis for all users thereof;

2. LESSEE will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the LESSEE shall give discounts, rebates, or other similar types of price reduction to volume purchasers;

3. LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that he will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake

affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

#### **ARTICLE IV MISCELLANEOUS**

4.01 **NON-EXCLUSIVE USE:**

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:**

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **CAPTIONS:**

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 **RE-ENTRY:**

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 **BINDING AGREEMENT:**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and insure to the benefit of the parties hereto and

their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.07 **NOTICES:**

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

Hydroworks Inc.  
Attn: Rene Garza  
1605 Jacaman Rd.  
Laredo, Texas 78041

and to LESSOR: Office of the Airport Manager  
Laredo International Airport  
5210 Bob Bullock Loop  
Laredo, Texas 78041

4.08 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.09 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

4.10 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option to cancel this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to

continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.11 **AREA SURROUNDING BUILDING:**

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, and as shown on the attached Exhibit A to include the right-of-way areas up to the street curb. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the building (s) and/or grounds associated with the lease agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of building(s) and/or grounds, within ten (10) days of receipt of statement. Failure to so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.12 **GARBAGE STORAGE AND DISPOSAL:**

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.13 **IMPROVEMENTS VESTED IN LESSOR:**

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said building so long as LESSEE is not in default of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.14 **SUBORDINATION OF LEASE:**

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City and United States of America and its agents included but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if said provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.10; titled "Use and Use Conflict" in this agreement.

4.15 **NATIONAL EMERGENCY:**

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

4.16 **AIRPORT HAZARD:**

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.17 **NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:**

The LESSEE and its successors and assigns will complete and submit to the Federal Aviation Administration (FAA) an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property which increases the height of existing structures.

4.18 **AERIAL APPROACHES:**

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.19 **AIRPORT SECURITY:**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time.

LESSEE shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon LESSOR by the Transportation Security Administration or others. Furthermore, LESSEE shall be responsible to ensure that its employees, customers, guests, invitees, vendors, contractors, subtenants and anyone granted access by LESSEE to the air operations area comply with the Airport Security Plan and TSR Part 1542, as amended. LESSEE will indemnify and hold harmless LESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of LESSEE'S failure to comply with this requirement.

LESSEE shall, at its own expense, provide reasonable security in accordance with Transportation Security Administration guidelines and requirements for the leased premises including buildings and other improvements now existing or hereafter erected or installed on the leased premises. LESSEE shall be entitled to the same degree of LESSOR provided security as is available to all other tenants of the Airport.

4.20 **OCCUPANCY AND USE OF THE AIRPORT:**

From time to time LESSOR may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in LESSOR'S opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. LESSOR reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Such rules, regulations or municipal laws of LESSOR will not be inconsistent with the terms of this Agreement nor with the valid rules, regulations, orders and procedures of the Federal Aviation Administration, the Transportation Security Administration (TSA) or any other superior governmental agency duly authorized to make or enforce rules and regulations for the operation the Airport and the operation of aircraft using the Airport.

LESSEE at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport and for which a nominal fee may be charged.

#### 4.21 **OPERATIONAL REPORTING REQUIREMENTS:**

If LESSEE operates as a Fixed Base Operator or Air Cargo Operator, then within fifteen (15) days after the close of each calendar month of this agreement, LESSEE shall submit to LESSOR, in a form and with detail satisfactory to LESSOR, a true and accurate written monthly Operational Report, for activity conducted by LESSEE during the preceding month. Such report shall detail the number of aircraft serviced by LESSEE during the preceding month to include aircraft owner, operating carrier, aircraft type, aircraft number, weight of the aircraft, net weight of cargo, and any other information which LESSOR may require.

LESSEE'S failure to submit the Operational Report within the required timeframe and Exhibit B which defines the reporting requirements of airline and ground handling companies in accordance with Ordinance No. 99-0-242, as ordinance may be amended from time to time, will result in a material breach of this lease.

#### 4.22 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

#### 4.23 **PROVISIONS:**

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

4.24 **AGREEMENT:**

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon and the LESSOR unless expressed in writing in this Agreement.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LAREDO  
a municipal corporation

BY: \_\_\_\_\_  
CARLOS VILLARREAL  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

LESSEE:

BY: \_\_\_\_\_  
RENE GARZA  
HYDROWORKS INC.

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ City Manager of the City of Laredo.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, by  
\_\_\_\_\_, President of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Exhibit A



Building No. 1328

**ORDINANCE NO. 2014-O-XXX**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH HYDROWORKS INC., FOR THE APPROXIMATELY 1,520 SQ. FT. HANGAR KNOWN AS BUILDING 1328 AT THE LAREDO INTERNATIONAL AIRPORT. LEASE TERM IS FOR THREE (3) YEARS COMMENCING ON SEPTEMBER 1, 2014, AND ENDING ON AUGUST 31, 2017. THE BUILDING IS BEING LEASED IN "AS IS" CONDITION. INITIAL RENT SHALL BE FOUR HUNDRED FIFTY SIX DOLLARS (\$456.00) PER MONTH. RENT WILL BE ADJUSTED ANNUALLY BASED ON THE CONSUMER PRICE INDEX (CPI); PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Hydroworks Inc. as LESSEE, for approximately 1,520 square feet hangar located at 4015 N. Jarvis Ave. Building No. 1328 the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Board finds that said lease is in the best interest of the Airport and recommends that the City Council approve the proposed lease; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a lease with Waterworks Inc. as LESSEE, for approximately 1,520 square feet hangar located at 4015 N. Jarvis Ave. Building No. 1328 at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND  
HYDROWORKS INC.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Gloria Landin

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**SUBJECT**

Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo: specifically adding Section 19-364 (12) which establishes the north and south side of 8000 to 8600 block of Milo as a No Parking/Tow Away Zone and correcting the numbering of Section 19-364 (10) to 19-364 (11) and to amend Ordinance 2013-0-150, Section 19-364-10 to remove the west side of N. Texas Ave., between U.S. 59 and Travis St., as a No Parking/Tow Away Zone within city limits of Laredo; providing severability and for an effective date and publication.

**PREVIOUS COUNCIL ACTION**

none

**BACKGROUND**

It is necessary to designate north and south side of the 8000 Block to 8600 Block of Milo, located between FM 1472 and Sarah Rd., as a No Parking/Tow away Zone to prohibit parking of tractor trailers or vehicles in this area which create a traffic hazard due to parking on both sides of street and generating significant amount of pedestrian traffic to access the convenience store and which areas are being used for overnight parking of tractors and trailers.

Also existing subsection 19-364(10) needs to be re-numbered to 19-364(11), due to it being duplicated, and amended to remove the west side of N. Texas Ave., between US 59 and Travis St., as a No Parking/Tow Away zone.

**COMMITTEE RECOMMENDATION**

none

**STAFF RECOMMENDATION**

Staff recommends that this introductory ordinance be approved.

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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**

Milo tow away

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**ORDINANCE 2014- O - XXX**

**AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES, CITY OF LAREDO: SPECIFICALLY ADDING SECTION 19-364 (12) WHICH ESTABLISHES THE NORTH AND SOUTH SIDE OF 8000 TO 8600 BLOCK OF MILO AS A NO PARKING/TOW AWAY ZONE AND TO CORRECT NUMBERING AND AMEND SECTION 19-364 (10) TO 19-364 (11) TO REMOVE THE WEST SIDE OF N. TEXAS AVE., BETWEEN US 59 AND TRAVIS ST., AS A NO PARKING/TOW AWAY ZONE WITHIN CITY LIMITS OF LAREDO; PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, it is necessary to designate north and south side of the 8000 Block to 8600 Block of Milo, located between FM 1472 and Sarah Rd., as a No Parking/Tow away Zone to prohibit parking of tractor trailers or vehicles in this area which create a traffic hazard due to parking on both sides of street and generating significant amount of pedestrian traffic to access the convenience store and which areas are being used for overnight parking of tractors and trailers; and

**WHEREAS**, existing subsection 19-364(10) needs to be re-numbered to 19-364(11), due to it being duplicated, and amended to remove the west side of N. Texas Ave., between US 59 and Travis St., as a No Parking/Tow Away zone; and

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

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

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

**SECTION 1. AMENDMENT**

That Chapter 19, Article VIII, Section 19-364(10), is hereby amended to read as follows:

**Sec. 19-364. Restricted parking areas.**

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

(1)

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

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

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

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

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

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

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

The south side of the 800 block of Houston;

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

The 300 block of San Bernardo Street;

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

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

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

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

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

(3)

Parking of vehicles is prohibited at all times:

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

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

(4)

Parking of vehicles is prohibited between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday, on the south side of Shiloh Drive between McPherson Road and International Boulevard;

(5)

Parking of vehicles is prohibited in the following areas designated as "permit parking only" zone 1, 7:30 am to 4:30 pm, Monday to Friday, in the following areas, except for those vehicles displaying approved city permit parking decals and permit parking tags and for those service vehicles providing a specific service to a residence and which are properly identified;

North side of Shiloh Drive from Whisper Hills Dr. to 100 west of Cornell Drive;

East and west side of Shalom Circle south of Shiloh Drive;

East and west side of Shama Circle south of Shiloh Drive;

North and south side of Brown Avenue between Cornell Drive and Yale Drive;

East and west side of Harvard Dr. between Brown Drive and Longhorn Drive;

East and west side of Cornell Avenue between Shiloh Drive and Longhorn Drive;

East and west side of Navajo Lane between Shiloh Drive and Longhorn Drive;

East and west side of Fox Lane between Shiloh Drive and Ozark Drive;

North and south side of Ozark Drive between Navajo Lane and Tucson Lane;

North and south side of Glenwood Drive between Navajo Lane and Tucson Lane;

North and south side of Alameda Dr. between Navajo Lane and Tucson Lane

East and west side of Yale Street between Brown Drive and Longhorn Drive;

North and south side of Longhorn Drive between Yale Street and Tucson Lane.

(6)

No parking any time; tow-away zone.

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

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

Spring Road 400 feet north of Shiloh Drive.

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

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

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

(7)

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

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

(8)

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

South side of the 1300 block of Matamoros Street.

(9)

No parking anytime/tow-away zone on the east and west sides of East Country Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.

(10)

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

(10) (11)

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

(12) No Parking Anytime/Tow-away zone on the North and the South side of 8000 Block to 8600 Block of Milo Rd..

**SECTION 2:**

The installation and erection of appropriate signs is hereby authorized; and

**SECTION 3:**

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

**SECTION 4:**

This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**RAUL G. SALINAS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**GUSTAVO GUEVARA, JR.  
CITY SECRETARY**

**APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY**

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

**DRAFT**

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Raymond E. Garner, Chief of Police

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**SUBJECT**

Amending the City of Laredo 2013-2014 Laredo Auto Theft Task Force annual budget by increasing revenues in the amount of \$54,934.00 and expenses in the amount of \$54,534.00 to fund the Laredo Auto Theft Task Force and accepting a grant award in the amount of \$433,514.00 from the State of Texas Automobile Burglary and Theft Prevention Authority. The Texas Automobile Burglary and Theft Prevention Authority will fund the Laredo Auto Theft Task Force for the period of September 1, 2014 through August 31, 2015. This grant pays for salaries, equipment and supplies for Laredo Police Department (LPD) personnel to combat auto theft in the City of Laredo. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

Resolution 2014-R-030 was submitted and approved by City Council to apply for the Texas Automobile Theft Prevention Authority Grant.

**BACKGROUND**

This grant will be on its 22nd year of funding. Funding for this program will be divided between the Texas Automobile Theft Prevention Authority Division and the City of Laredo.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Recommends that Council approve this introductory ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** Auto Theft  
**Account #:** 222  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Auto Theft Fund:	Budget	Amendment	Amended Budget
Revenues	\$ 750,314	\$ 54,934	\$ 805,248
Expenses	\$ 750,714	\$ 54,534	\$ 805,248

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**Attachments**

Amendment & Acceptance of Auto Burlary and Theft Preveniton Authority Grant

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**Amending the City of Laredo 2013-2014 Laredo Auto Theft Task Force annual budget by increasing revenues in the amount of \$54,934 and expenses in the amount of \$54,534 to fund the Laredo Auto Theft Task Force and accepting a grant award in the amount of \$433,514 from the State of Texas Automobile Burglary and Theft Prevention Authority. The Texas Automobile Burglary and Theft Prevention Authority will fund the Laredo Auto Theft Task Force for the period of September 1, 2014 through August 31, 2015. This grant pays for salaries, equipment and supplies for Laredo Police Department (LPD) personnel to combat auto theft in the City of Laredo.**

**Whereas**, under the Texas Automobile Theft Prevention Authority grant, the Laredo Police Department, will provide one Sergeant and five investigators that will investigate auto theft cases.

**Whereas**, the Texas Automobile Theft Prevention Authority will support this grant for the twenty second year if goals have been accomplished.

**Whereas**, The City of Laredo has agreed that in the event of loss or misuse of the ABTPA funds, the City of Laredo assures that the funds will be returned to the Texas Auto Burglary and Theft Prevention Authority.

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

**Section 1:** The Laredo Auto Theft Task Force FY 2013-14 budget be amended as follows:

Auto Theft Fund:

	<b>Budget</b>	<b>Amendment</b>	<b>Amended Budget</b>
Revenues	\$ 750,314	\$ 54,934	\$ 805,248
Expenses	\$ 750,714	\$ 54,534	\$ 805,248

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

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

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### SUBJECT

**2014-O-084** Authorizing the City Manager to enter into contract with the Texas Department of State Health Services (DSHS) and amending the FY 2013-2014 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$159,889.00 for the City of Laredo Health Department Healthcare and Hospital Preparedness Program (HPP) to continue to conduct readiness among healthcare providers to address mass treatment, care, casualties in response to an event for the period beginning July 1, 2014 through June 30, 2015.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

On July 21, 2014, Council introduced the Ordinance.

### BACKGROUND

The Texas Department of State Health Services (DSHS) has contracted with the City of Laredo Health Department (CLHD) to continue working with current Hospital Preparedness Program (HPP) activities to:

- Review current HPP workgroup activities, capacities, and partnerships to determine needed actions to enhance and improve the HPP/Healthcare Coalition.
- Encourage present HPP partners to engage other needed community organizations that will strengthen the coalition and support healthcare preparedness and response as well to build linkages with others (i.e. Laredo Health Care Coalition, Physicians, Trimedical Society) to assure the approved capabilities are met with appropriate hospital response to any event in Laredo and adjoin counties.
- Review, assess, and create enhanced or new guidelines for the HPP/Healthcare Coalition to address the eight capacity goals, objectives, and define the boundaries for its functions.
- Review, assess, and redefine the leadership of the HPP/Healthcare Coalition, along with their functions to assure the best quality management to assure the Capabilities are met.
- Incorporate HPP partners and other agencies to actively participate in coordinating the preparedness, response and recovery activities in Trauma Service Area (TSA), with the intent to incorporate appropriate representation of emergency

management, Emergency Medical Services (EMS) providers, long term care facilities, community health centers, mental health providers, specialty services providers, support service providers, primary care providers, and all local, state and federal entities.

- Schedule, coordinate, and conduct monthly meetings with HPP/Healthcare Coalition members and other appropriate partners to address each Corrective Action Plans (CAPS) and develop an enhanced and/or new, improved, and well organized response to a disaster from the healthcare system.
- Review, assess, revise, and develop all current HPP plans, equipment, and skills to identify gaps, analyze threats, utilize strengths, and forecast needs for the project period to be addressed as a coalition and prioritize using the eight capabilities guidance.
- Build on the CLHD current professional and disaster management relationship with hospitals, first responders and the medical community to assure the HPP/Healthcare Coalition is an active and dedicated entity to assure Laredo and the corresponding counties under our jurisdiction adequately meets all the CAPS.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

Staff recommends that Council approve the Ordinance.

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#### **Fiscal Impact**

**Fiscal Year:** 2014

**Budgeted Y/N?:** N

**Source of Funds:**

**Account #:**

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

#### **FINANCIAL IMPACT:**

The revenue account 226-0000-323-4012 will be increased by \$159,889. The expense account 226-6029 with the project number HEPP02 will be increased by \$159,889

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#### **Attachments**

Ordinance 2014-O-084

HPP Budget

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## **ORDINANCE 2014-O-084**

**AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND AMENDING THE FY 2013-2014 CITY OF LAREDO HEALTH DEPARTMENT (CLHD) BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$159,889 FOR THE CITY OF LAREDO HEALTH DEPARTMENT HOSPITAL PREPAREDNESS PROGRAM (HPP) FOR THE PERIOD BEGINNING JULY 1, 2014 THROUGH JUNE 30, 2015.**

**WHEREAS,** The Texas Department of State Health Services (DSHS) has contracted with the City of Laredo Health Department (CLHD) to work with current Hospital Preparedness Program (HPP) partners to:

- Review current HPP workgroup activities, capacities, and partnerships to determine needed actions to enhance and improve the HPP/Healthcare Coalition.
- Encourage present HPP partners to engage other needed community organizations that will strengthen the coalition and support healthcare preparedness and response as well to build linkages with others (i.e. Laredo Health Care Coalition, Physicians, Tri-medical Society) to assure the approved capabilities are met with appropriate hospital response to any event in Laredo and adjoin counties.
- Review, assess, and create enhanced or new guidelines for the HPP/Healthcare Coalition to address the eight capacity goals, objectives, and define the boundaries for its functions.
- Review, assess, and redefine the leadership of the HPP/Healthcare Coalition, along with their functions to assure the best quality management to assure the Capabilities are met.
- Incorporate HPP partners and other agencies to actively participate in coordinating the preparedness, response and recovery activities in Trauma Service Area (TSA) - T, with the intent to incorporate appropriate representation of emergency management, Emergency Medical Services (EMS) providers, long term care facilities, community health centers, mental health providers, specialty services providers, support service providers, primary care providers, and all local, state and federal entities.
- Schedule, coordinate, and conduct monthly meetings with HPP/Healthcare Coalition members and other appropriate partners to address each Corrective Action Plans (CAPS) and develop an enhanced and/or new, improved, and well organized response to a disaster from the healthcare system.
- Review, assess, revise, and develop all current HPP plans, equipment, and skills to identify gaps, analyze threats, utilize strengths, and forecast needs for the project period to be addressed as a coalition and prioritize using the eight capabilities guidance.
- Build on the CLHD current professional and disaster management relationship with hospitals, first responders and the medical community to assure the HPP/Healthcare

Coalition is an active and dedicated entity to assure Laredo and the corresponding counties under our jurisdiction adequately meets all the CAPS.

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

**Section 1:** The City Manager is hereby authorized to enter into contract with the Texas Department of State Health Services (DSHS) and amending the FY 2013-2014 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$159,889 for the City of Laredo Health Department Hospital Preparedness Program (HPP) for the period beginning July 1, 2014 through June 30, 2015.

**Section 2:** The revenue account 226-0000-323-4012 is hereby increased by \$159,889.

**Section 3:** The expense account 226-6029 with the project number HEPP02 is hereby increased by \$159,889.

**Section 4:** The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with DSHS to meet the necessary costs to accomplish the scope of work for the program.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR**

**ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**RAUL G. SALINAS  
MAYOR**

**ATTEST:**

\_\_\_\_\_  
**GUSTAVO GUEVARA, JR.  
CITY SECRETARY**

**APPROVED AS TO FORM:  
Raul Casso, City Attorney**

\_\_\_\_\_  
**KRISTINA L. HALE  
ASSISTANT CITY ATTORNEY**

**Hospital Preparedness Grant  
Account Number 226-6029  
Project HEPP02  
BUDGET**

CATEGORIES	APPROVED BUD.	
<b>REVENUES</b>		
DSHS GRANT REVENUE	\$	159,889.00
IN-KIND MATCH		0.00
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>159,889.00</b>
<b>EXPENSES</b>		
PERSONNEL	\$	82,950.00
FRINGE BENEFITS		41,794.00
TRAVEL		6,851.00
EQUIPMENT		0.00
SUPPLIES		2,043.00
CONTRACTUAL		19,710.00
OTHER		6,541.00
<b>SUB-TOTAL</b>	<b>\$</b>	<b>159,889.00</b>
IN-KIND MATCH		0.00
<b>TOTAL</b>	<b>\$</b>	<b>159,889.00</b>

## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Cesar and Maria Elena Almanza, Owners/Applicants

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

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### SUBJECT

**2014-O-086** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare center on South 75.46' of Lot 5, and North 63.43' of Lot 5, Block 1654, Eastern Division, located at 2720 Clark Boulevard and 2304 North Arkansas Avenue; providing for publication and effective date. **(AS AMENDED)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at their regular meeting of July 21, 2014.

### BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: Child Daycare Center

Site: The site is occupied by a vacant single family residence and a structure current daycare.

Surrounding land uses: The predominant uses surrounding this property are single family residential. Abutting the property, to the north are single family residences; to the east are single and multi-family structures, a vacant commercial building, and an ambulance service. South of the property are Exxon Gas Station and a meat market, Auto Masters and more single family residences. West of the property are Ryan Elementary School and more single family residences.

Comprehensive Plan: The Comprehensive Plan identifies the north side of the site as Light Commercial and the south side as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies Clark Boulevard as a Modified Major Arterial and Arkansas Avenue as a Minor Arterial.

Letters sent to surrounding property owners: 27 In Favor: 1 Opposed: 2

### COMMITTEE RECOMMENDATION

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

## **STAFF RECOMMENDATION**

Staff supports the proposed conditional use permit

## **STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits child daycare centers in zones AE, B-1, B-1R, CBD, B-3, and B-4. This property is currently zoned R-1. The applicant is applying for a Conditional Use Permit for the proposed use. Section 24.94.5(A)

(1): Conditional Use Permit Application Submittal Criteria states that “Applications for properties currently zoned, A-G, R-S, R-1, R-1A, R-1-MH or RSM, may only seek conditional use status for those uses permitted by zones R-S, R-1, R-1A, R-1-MH, RSM, R-2, R-3, R-O or B-1 of higher intensity.”

Staff suggests the following conditions:

1. The C.U.P. shall be issued to Cesar and Maria Elena Almanza, and it is nontransferable.
2. The C.U.P. is restricted to the following activities: for a child day care center with the capacity for 28 children, 4 employees, and will be open from Monday through Sunday from 6:00 a.m. through 9:00 p.m., and as further described in letter, Exhibit “A”, which is made part hereof of all purposes.
3. The C.U.P. is restricted to the Site Plan, Exhibit “B”, which is made part hereof for all purposes.
4. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
5. Banners and window signs are prohibited.
6. 6. Owner shall comply with all requirements for parking spaces, paving, exterior lighting, access and
7. maneuvering spaces and width of access driveway as per Section 24.78 of the Laredo
8. Land Development Code.
7. No access to the property shall be permitted through Clark Boulevard for any purpose.
8. Entrance to the property is restricted through Arkansas Avenue only, and owner shall provide an access with a minimum width of 24’ feet.
9. Access to property from Arkansas Avenue shall be right in and right out.

10. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code

11. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.

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

13. Owner shall provide a 5' high concrete block fence along the property line on Clark Boulevard.

No gate shall be permitted.

14. Owner shall provide Planning department with a copy of the current license to operate a Licensed Child

Care Center for The Lighthouse Child Care issued to Maria Almanza, every time the license is amended or renewed.

15. Owner shall build the 5' high concrete block fence within three weeks after the final reading of Ordinance 2014-O-086 on August 4, 2014.

16. Should the 5' high concrete block fence not be constructed by August 25, 2014, this CUP shall be void and the Planning Director shall then issue the permit holder a written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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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 2014-O-086](#)

[Exhibits A and B](#)

[Color Zoning Map](#)

[Color Zoning Overview](#)

[Color Future Land Use Map](#)

[Aerial Map](#)

[Survey Map](#)

[Color Pictures ZC-48-2014](#)

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**ORDINANCE NO. 2014-O-086**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE CENTER ON SOUTH 75.46' OF LOT 5, AND NORTH 63.43' OF LOT 5, BLOCK 1654, EASTERN DIVISION, LOCATED AT 2720 CLARK BOULEVARD AND 2304 NORTH ARKANSAS AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a child daycare center on South 75.46' of Lot 5, and North 63.43' of Lot 5, Block 1654, Eastern Division, located at 2720 Clark Boulevard and 2304 North Arkansas 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 July 3, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the Conditional Use Permit amendment 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.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a child daycare center on South 75.46' of Lot 5, and North 63.43' of Lot 5, Block 1654, Eastern Division, located at 2720 Clark Boulevard and 2304 North Arkansas 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 Cesar and Maria Elena Almanza, and it is nontransferable.
2. The C.U.P. is restricted to the following activities: for a child day care center with the capacity for 28 children, 4 employees, and will be open from Monday thru Sunday from 6:00 am., thru 9:00 pm., and as further described in letter, Exhibit "A", which is made part hereof of all purposes.
3. The C.U.P. is restricted to the Site Plan, Exhibit "B", which is made part hereof for all purposes.

4. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
5. Banners and window signs are prohibited.
6. Owner shall provide parking spaces, paving, exterior lighting, access and maneuvering spaces requirements and width of access driveway in compliance with Section 24.78 of the Laredo Land Development Code.
7. No access to the property shall be permitted through Clark Boulevard for any purpose.
8. Entrance to the property is restricted through Arkansas Avenue only, and owner shall provide an access with a minimum width of 24' feet.
9. Access to property from Arkansas Avenue shall be right in and right out.
10. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code
11. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
12. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
13. Owner shall provide a 5' high concrete block fence along the property line on Clark Boulevard. No gate shall be permitted.
14. Owner shall provide Planning department with a copy of the current license to operate a Licensed Child Care Center for The Lighthouse Child Care issued to Maria Almanza, every time the license is amended or renewed.
15. Owner shall build the 5' high concrete block fence within three weeks after the final reading of Ordinance 2014-O-086 on August 4, 2014.
16. Should the 5' high concrete block fence not be constructed by August 25, 2014, this CUP shall be void and the Planning Director shall then issue the permit holder a written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

\_\_\_\_\_  
KRISTINA L. HALE  
ASSISTANT CITY ATTORNEY

May 8, 2014

To whom it may concern,

I Maria Elena Almanza, I am requesting to change the R1 Zone to C.U.P. on the property located at 2720 Clark Blvd.

The purpose for this conditional permit is to continue providing our child care services to the community. Our extended hours of operation are Monday through Sunday from 6:00 am to 9:00 pm.

The Center has capacity for 28 children and we need four employees during the morning and four in the afternoon.

If you have any questions please contact me at (956) 725-8360.

Thank you

Maria Elena Almanza  


Exhibit A  
1 OF 2

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
Child-Care Licensing Division



**Maria Almanza**  
2913 Mendiola  
Laredo, TX 78043

**Has been issued a PERMIT to operate:**

**The Lighthouse Child Care**

2720 Clark Blvd.  
Laredo, TX 78043

**as a Licensed Child-Care Center caring for:**

**Total Capacity:**

28

**Ages :**

Infants (0 - 17 months old)

Toddlers (18 months - 2 years)

Pre-Kindergarten (3 years - 4 years)

School (5 years and older)

**Permit Number: 897163**

**This PERMIT is hereby issued: December 22, 2008**

**This Permit is valid until revoked or surrendered.**

By:

A handwritten signature in black ink, appearing to read "Marcia Elvira Reyna", is written over a horizontal line.

**Child-Care Licensing Staff**

**Attention Licensee:**

This permit must be displayed in a prominent place where parents and others may see it during operating hours.

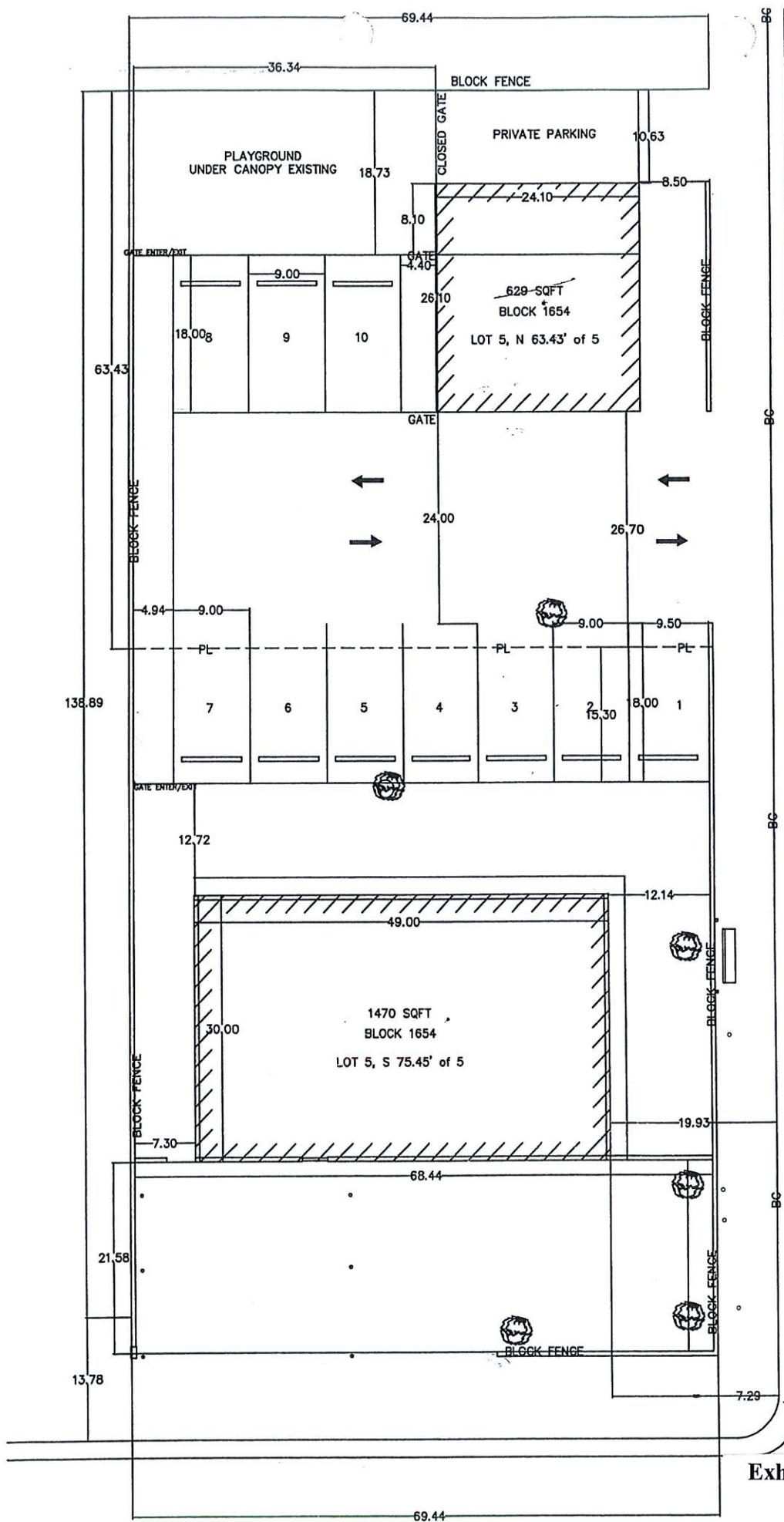
This permit is valid only for the location noted above and cannot be bought, sold or transferred.

This permit is the property of the Department of Family and Protective Services and must be returned to the Child-Care Licensing Division when it is no longer valid.

**Attention Parents:**

To verify the status of this Permit or to check the compliance history, please call your local licensing office or visit [www.txchildcaresearch.org](http://www.txchildcaresearch.org).

20F2



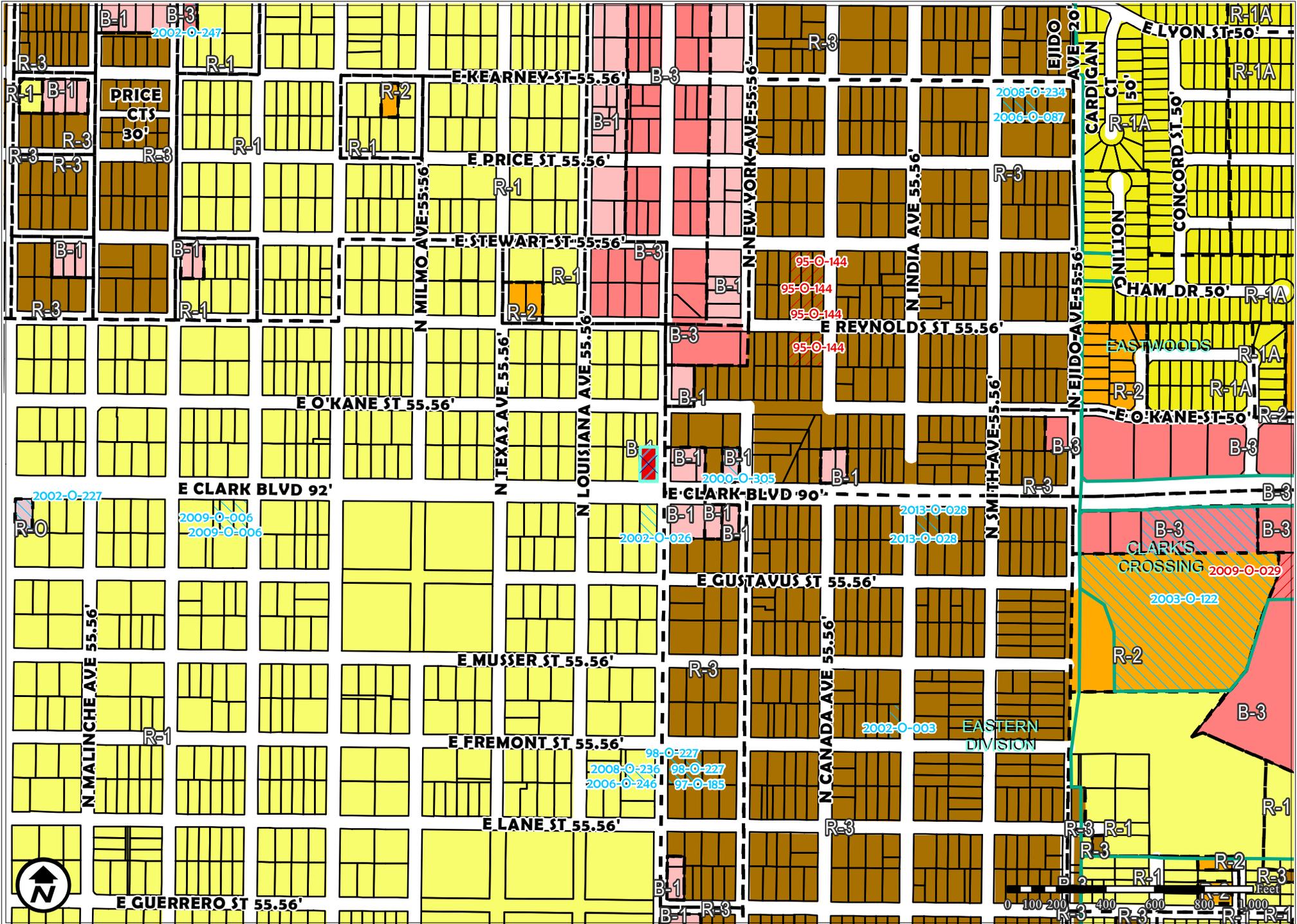
2304 N. ARKANSAS AVE.

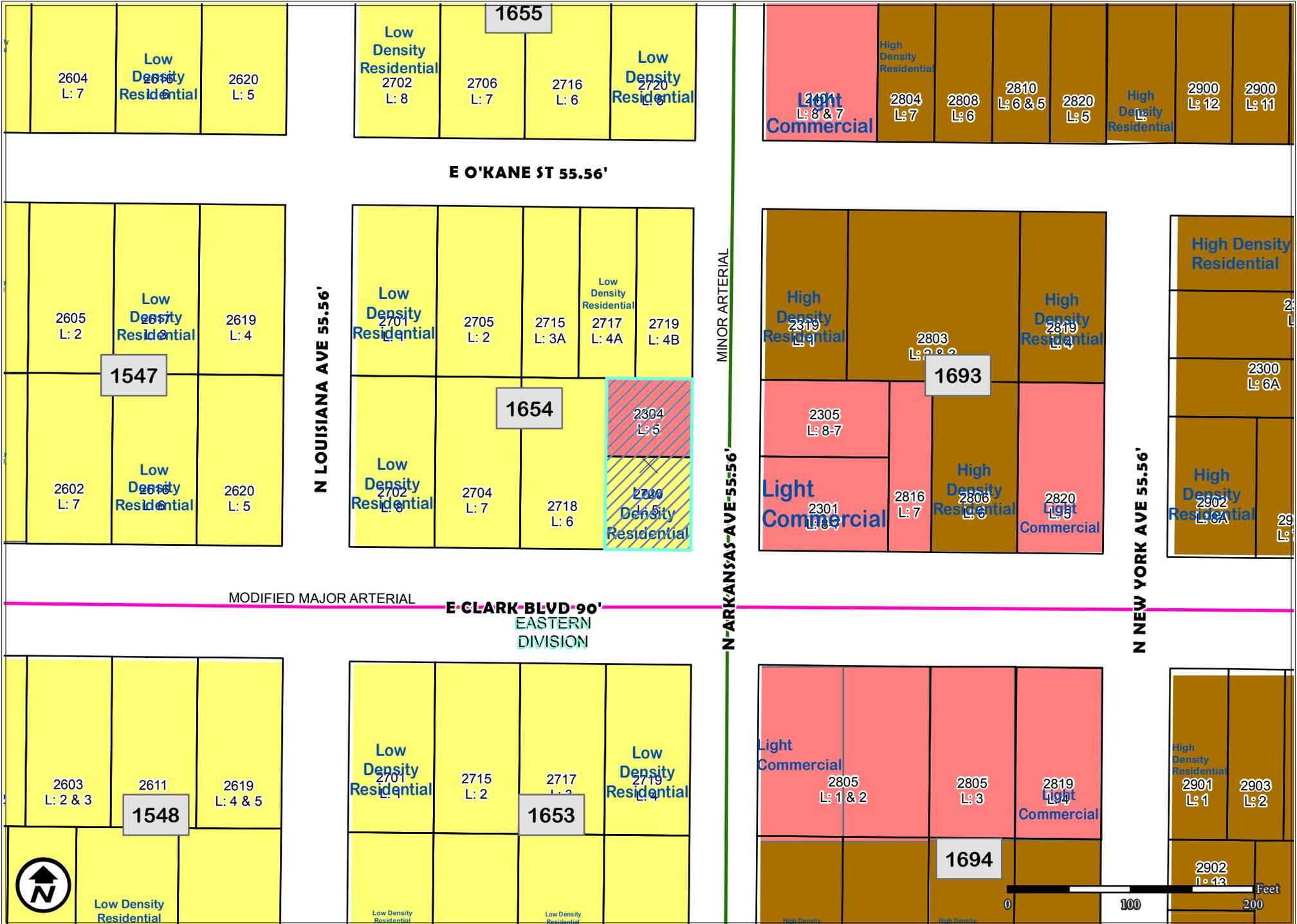
Exhibit B

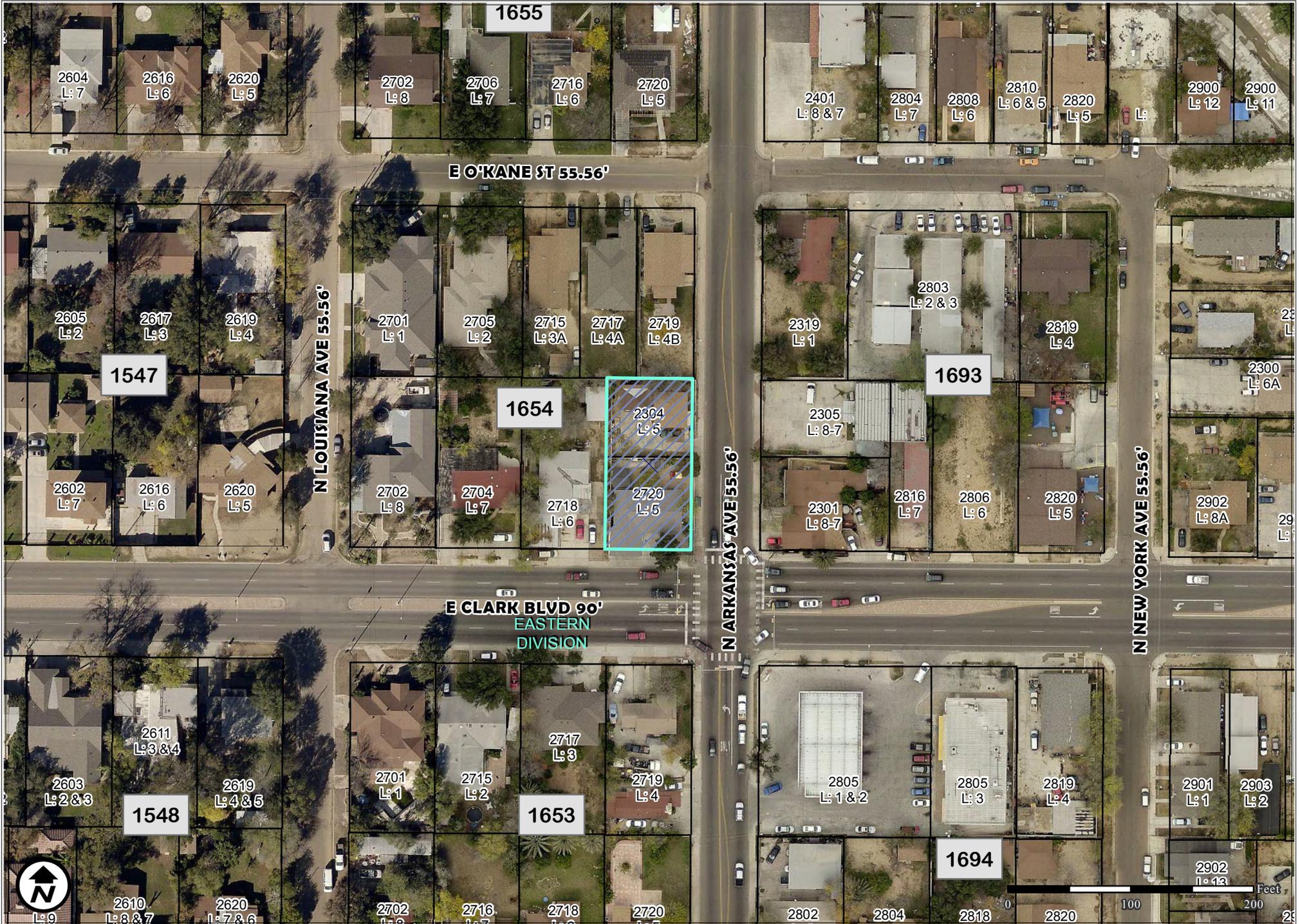
2720 CLARK BLVD.

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







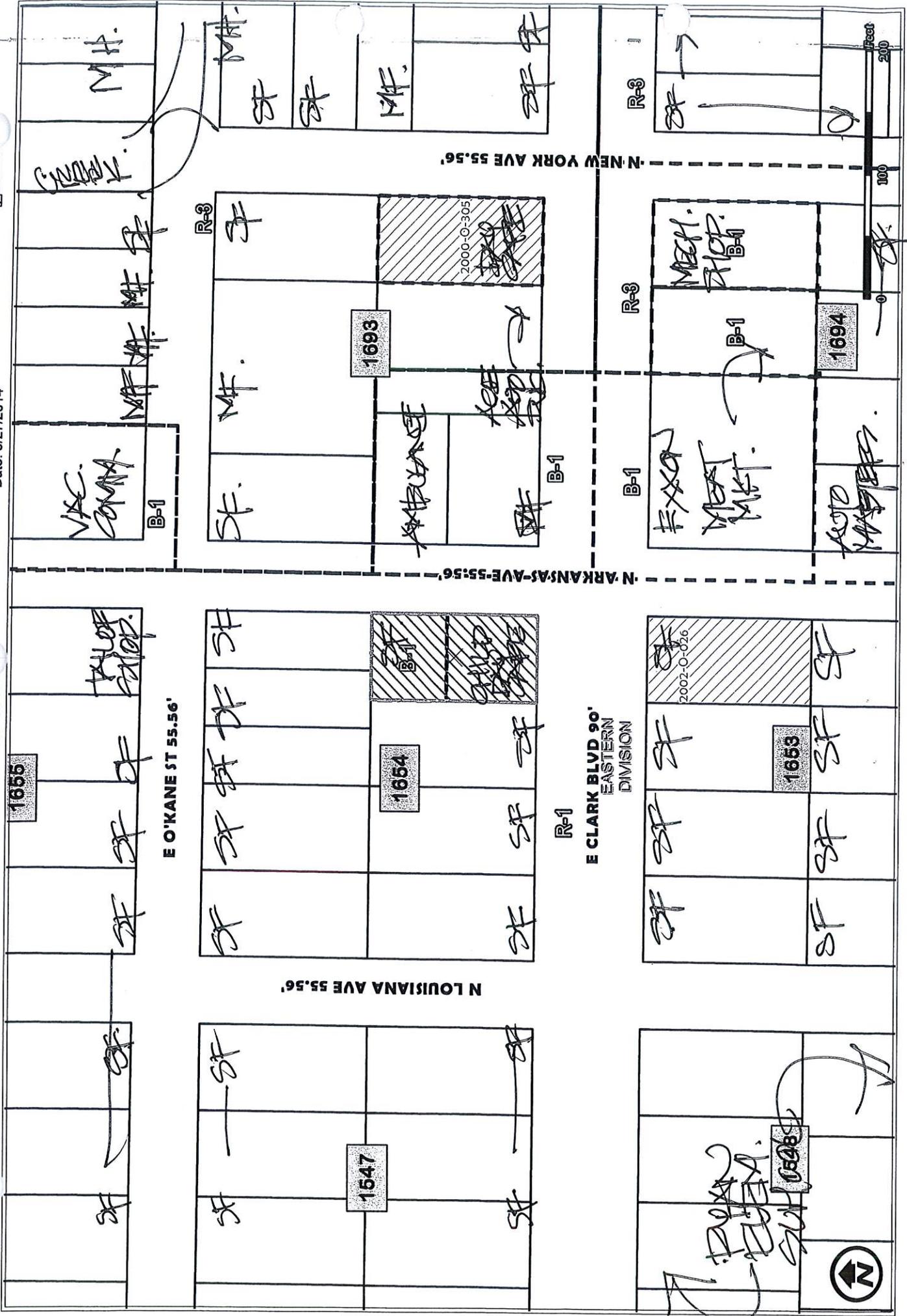


APPLICATION FOR  
C.U.P. (CONVENTIONAL USE PERMIT)

2720 CLARK BLVD  
COUNCIL DISTRICT 4  
ZC-48-20

ZONING MAP  
1 inch = 100 feet  
Date: 5/27/2014

- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONVENTIONAL USE PERMITS)
- S.U.P. & C.



ZC-48-2014  
R-1/B-1 to CUP for a Child Day Care  
2720 Clark Blvd.



ZC-48-2014  
R-1/B-1 to CUP for a Child Day Care  
2720 Clark Blvd.



ZC-48-2014  
R-1/B-1 to CUP for a Child Day Care  
2720 Clark Blvd.



ZC-48-2014  
R-1/B-1 to CUP for a Child Day Care  
2720 Clark Blvd.



ZC-48-2014  
R-1/B-1 to CUP for a Child Day Care  
2720 Clark Blvd.



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

**Initiated By:** Juan Carlos Ordaz, Owner and Ricardo and Flor Kissi, Lessees

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

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### SUBJECT

**2014-O-087** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 1, Alexander Commercial Subdivision Phase I, located at 1705 Del Mar Boulevard Unit A-27 (also known as 7619 Rocío Drive, Unit A-27); providing for publication and effective date.

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela at their regular meeting of July 17, 2014.

### BACKGROUND

Council District: V – The Honorable Roque Vela

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Times Square Commercial building, which includes Building A and Building B.

Surrounding land uses: North of the site, across Del Mar Blvd., is Plantation Residential Subdivision. East of the property is Building B, which includes 26 miscellaneous commercial uses and Building A that includes Tacos Kissi. East of the site abutting the property is City Walk Commercial Building A, that includes, four different commercial uses, and Building B that includes Laredo Chi Academy Beauty School. East of the site is a vacant lot. South of the property is a vacant lot, Lago del Mar Apartments, Precious Treasures and Mundo Montessori. West of the property is Times Square Commercial Plaza, which includes other commercial Suites.

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. Rocio Drive is not identified on the Thoroughfare Plan.

Letters sent to surrounding property owners: 71 In Favor: 5 Opposed: 3

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 8 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 (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of the special use permit at this location. The proposed use is compatible with the surrounding zones in the area and is in conformance with the Comprehensive Plan's designation for the area as Light Commercial.

Staff suggests the following conditions:

1. The Special Use Permit is issued to Juan Carlos Ordaz and Ricardo and Flor Kissi, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities: for a restaurant serving alcohol on 7619 Rocío Drive Unit A-27, that will be open from Sunday through Thursday from 7:00 a.m. through 12:00 a.m., and Friday and Saturday from 7:00 a.m. through 1:00 a.m. to include holidays and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually

maintain and serve food from its full service menu.

9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.

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

13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.

14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

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

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

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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 2014-O-087

Exhibits A and B

Color Zoning

Color Overview Map

Color Future Land Use

Aerial Map

Color Survey Map

Color Pictures ZC-50-2014



**ORDINANCE NO. 2014-O-087**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 4, 5, 6, 7, 8, AND 9, BLOCK 1, ALEXANDER COMMERCIAL SUBDIVISION PHASE I, LOCATED AT 1705 EAST DEL MAR BOULEVARD UNIT A-27 (ALSO KNOWN AS 7619 ROCIO DRIVE UNIT A-27); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 4, 5, 6, 7, 8, and 9, Block 1, Alexander Commercial Subdivision Phase I, located at 1705 East Del Mar Boulevard Unit A-27 (also known as 7619 Rocío Drive Unit A-27), has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 1, Alexander Commercial Subdivision Phase I, located at 1705 Del Mar Boulevard Unit A-27 (also known as 7619 Rocío Drive Unit A-27).

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

1. The Special Use Permit is issued to Juan Carlos Ordaz and Ricardo and Flor Kissi, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities: for a restaurant serving alcohol on 1705 East Del Mar Boulevard Unit A-27 (also known as 7619 Rocío Drive Unit A-27), that will be open from Sunday thru Thursday from 7:00 a.m. through 12:00 a.m., and Friday and Saturday from 7:00 a.m. through 1:00 a.m. to include holidays and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
 RAUL G. SALINAS  
 MAYOR

ATTEST:

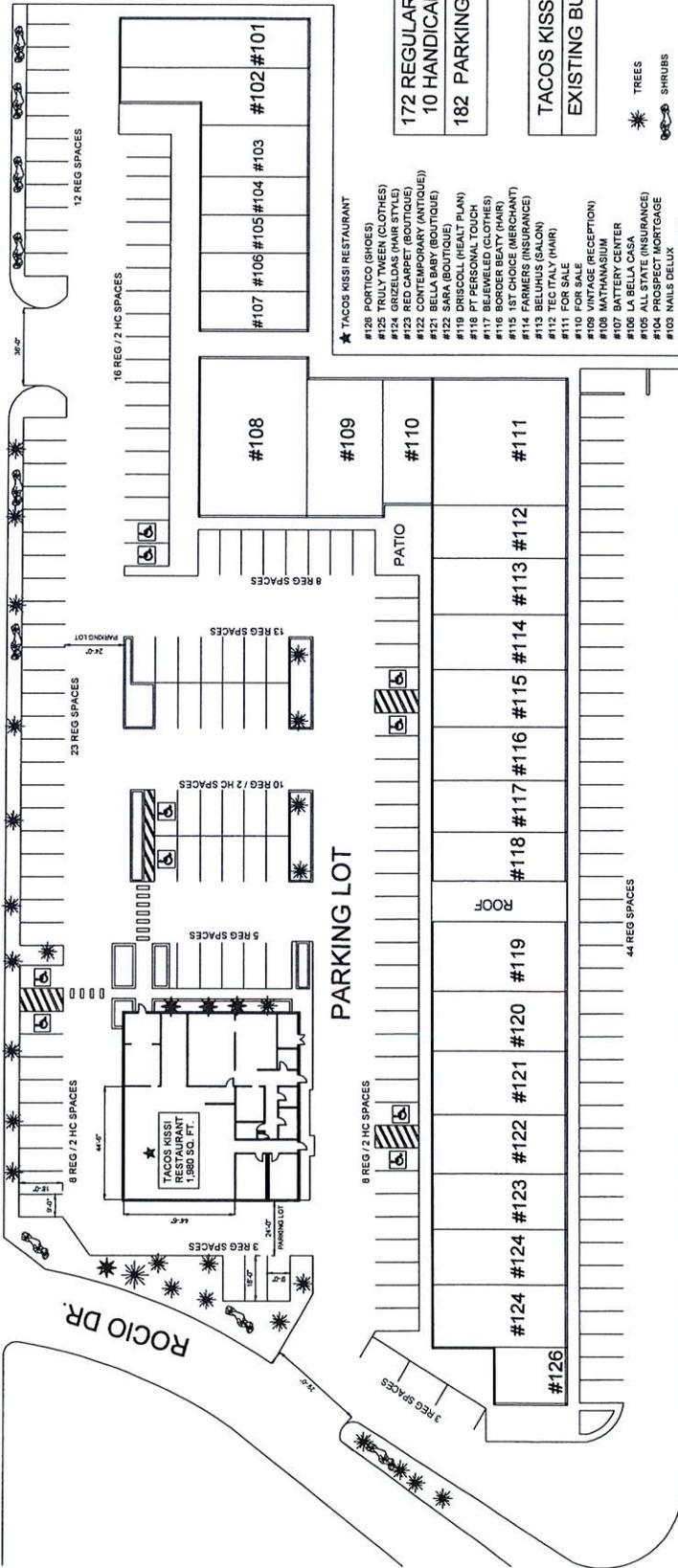
\_\_\_\_\_  
 GUSTAVO GUEVARA, JR.  
 CITY SECRETARY

APPROVED AS TO FORM:  
 RAUL CASSO  
 CITY ATTORNEY

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

E. DEL MAR BLVD.

ROCIO DR.



- ★ TACOS KISSI RESTAURANT
- #128 PORTICO (SHOES)
- #125 TRULY TWEEN (CLOTHES)
- #126 BELLOE (PHOTO STYLE)
- #123 REGULAR (PHOTO LAB)
- #122 CONTEMPORARY (ANTIQUES)
- #121 BELLA BABY (BOUTIQUE)
- #120 SARA (BOUTIQUE)
- #119 DRISCOLL (HEALT PLAN)
- #118 PT PERSONAL TOUCH
- #117 BELWELD (CLOTHES)
- #116 BELWELD (CLOTHES)
- #115 1ST CHOICE (MERCHANT)
- #114 FARMERS (INSURANCE)
- #113 BELUHUS (SALON)
- #112 TEC ITALY (HAIR)
- #111 FOR SALE
- #110 FOR SALE
- #109 MATHANASUM
- #108 MATHANASUM
- #107 BATTERY CENTER
- #106 LA BELLA CASA
- #105 ALL STATE (INSURANCE)
- #104 PROSPECT MORTGAGE
- #103 NAILS DELUX
- #102 NAILS DELUX
- #101 BAY AREA DIGITAL

172 REGULAR PARKING SPACES  
10 HANDICAP SPACES  
182 PARKING SPACES TOTAL

TACOS KISSI 1,980.25 SF  
EXISTING BUILDINGS 33,700 SF

- ☀ TREES
- ☀ SHRUBS
- ☀ PALM TREES



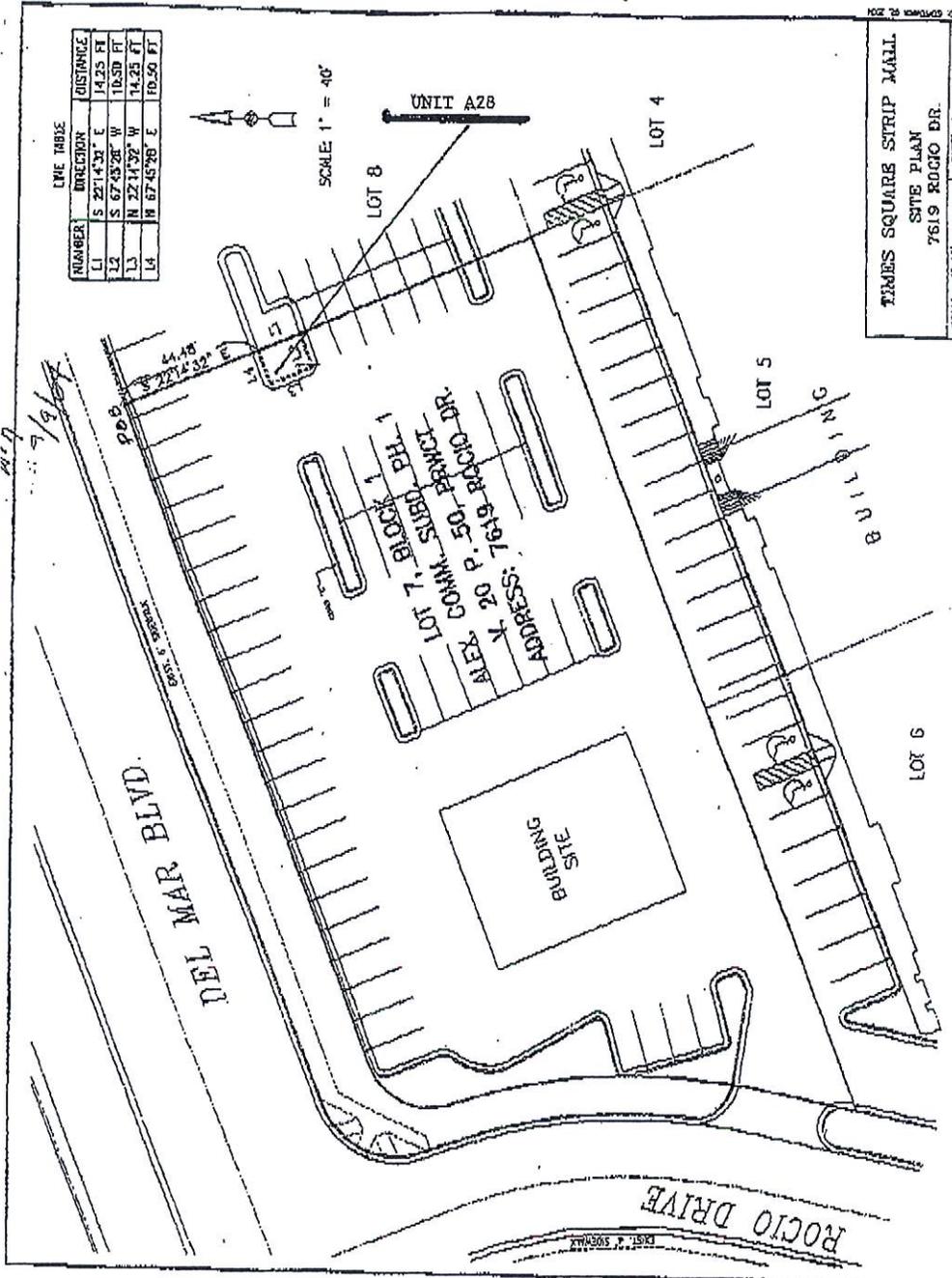
SITE PLAN

SCALE 1/32 = 1"-0"



Exhibit A  
1 of 2

EXHIBIT "4" TO FIRST AMENDMENT TO DECLARATION OF TIMES  
SQUARE CONDOMINIUMS





Laredo Tx. Mayo 19 2014

A quien corresponda:

A través de este medio me permito presentar mi interés hacia la venta de cerveza y wine en nuestro negocio Tacos Kissi Restaurante.

Nuestro principal giro comercial es la venta de comida totalmente familiar con comedor y servicio completo.

En el local establecido en 7619 Rocio Dr. Laredo Tx. 78041 contamos con un amplio menú de platillos mexicanos donde estamos seguros que la venta de comida excederá del 95% de la venta total, basándonos en las ventas de nuestras otras sucursales, donde actualmente operan con servicio de cerveza y wine.

Nuestro único intereses hacia vender cerveza y wine en nuestro local es dar un servicio extra a nuestro consumidor, siempre y cuando se consuma este producto dentro de nuestras instalaciones y cumpliendo las reglas establecidas para el consumo de las mismas. De ninguna manera nuestra intención es hacer la venta de cerveza y wine nuestro principal giro comercial. El negocio establecido será 100% ambiente familiar, con un horario de domingos a jueves de 7am a 12 am, viernes y sabados de 7am a 1am, incluyendo días festivos.

El equipo de trabajo está conformado por 8 empleados

Flor T. Kissi

4402 McPherson  
Laredo TX. 78041  
(956) 726-1131

4318 San Bernardo  
Laredo TX. 78040  
(956) 726-9933

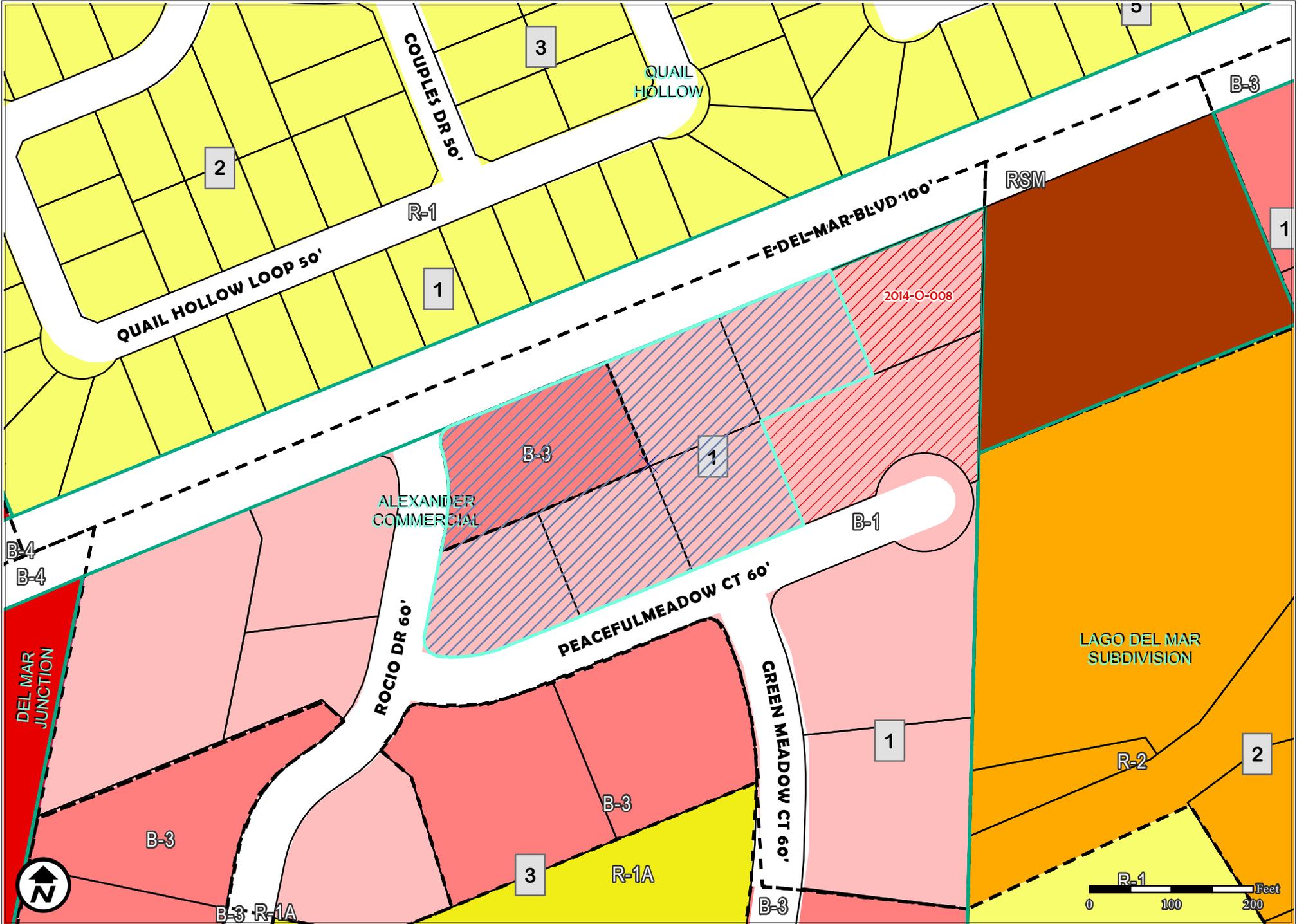
2020 Corpus Christi  
Laredo TX. 78043  
(956) 568-2126

705 S. 10th  
Mc Allen TX 78501  
(956) 627-0574

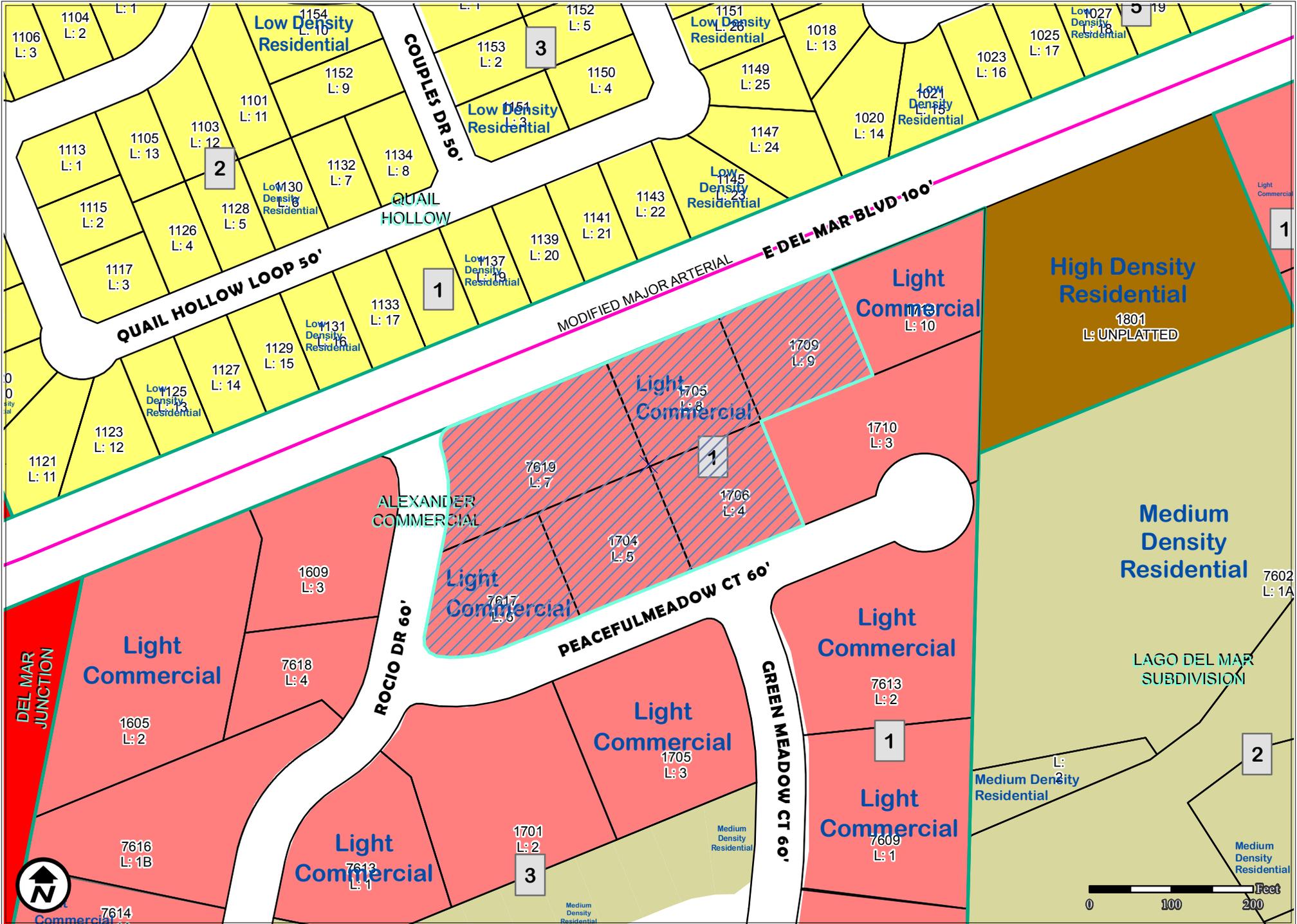
1705 E. Del Mar  
Laredo TX. 78041  
(956) 795-1709

**Exhibit B**

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







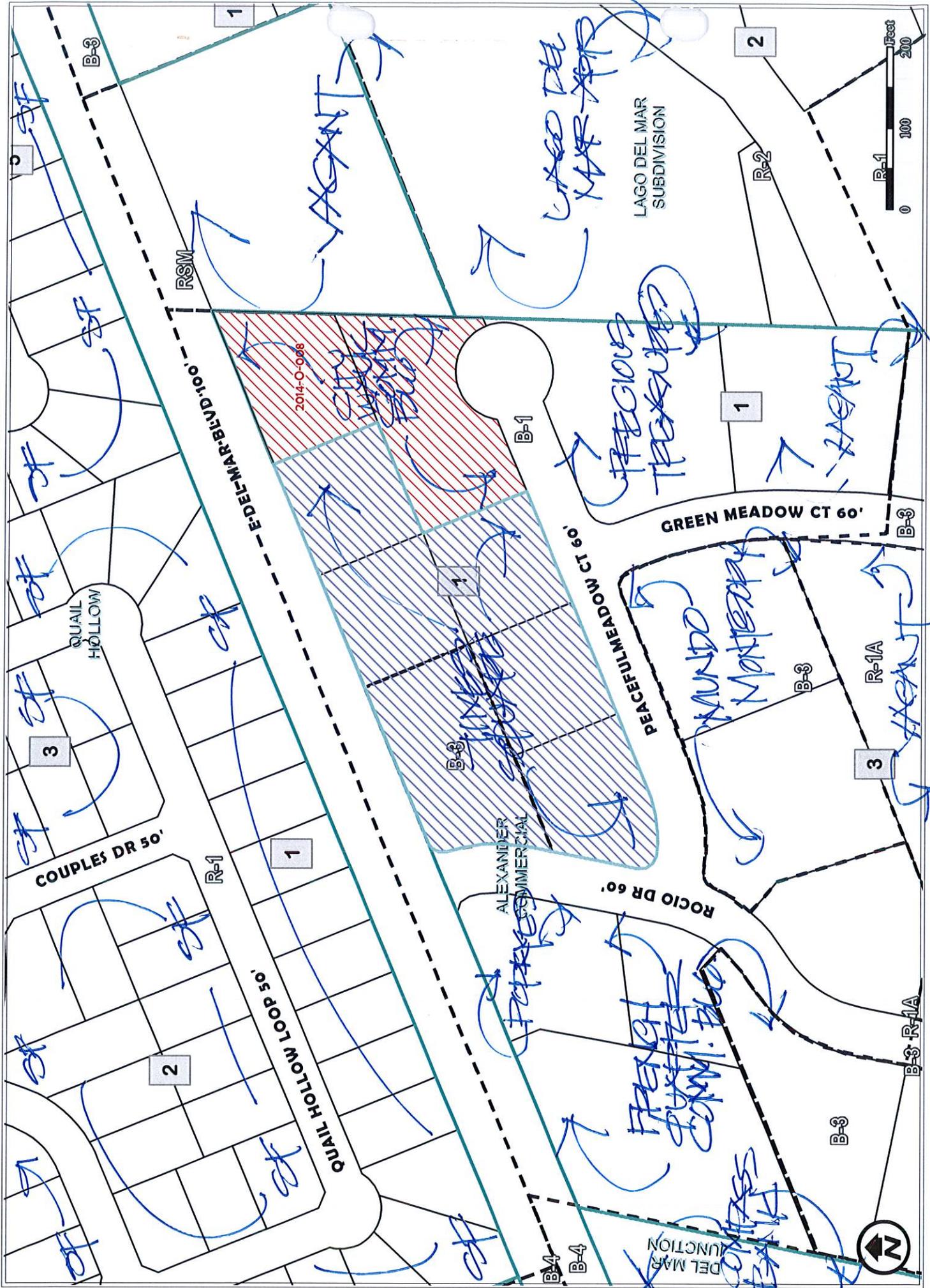


APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)

7619 ROCIO DR UNIT A-27  
COUNCIL DISTRICT 5  
ZC-50-2014

ZONING MAP  
1 inch = 150 feet  
Date: 5/27/2014

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



ZC-50-2014  
B3 to SUP for a Restaurant Selling Alcohol  
7619 Rocío Drive, Unit A-27



ZC-50-2014  
B3 to SUP for a Restaurant Selling Alcohol  
7619 Rocío Drive, Unit A-27



## Final Reading of Ordinances

### City Council-Regular

**Meeting Date:** 08/04/2014

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

**Initiated By:** Roberto D. Perez, Owner and Francisco J. Vela, Applicant

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

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### SUBJECT

**2014-O-092** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a truck sales center on South one half of Lot 5, and Lots 5A and 7, Block 266, Western Division, located at 1512, 1514 and 1518 Santa Ursula Avenue; providing for publication and effective date. **(AS AMENDED)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Cindy Liendo at their regular meeting of July 17, 2014.

### BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Truck Sales Center

Site: The site is occupied by a current car and truck sales center.

Surrounding land uses: The predominant uses surrounding this property are light commercial. North of the property are three single family residences, a commercial building and parking, a vacant commercial building, Laredo Choppers Inc., and MB Tools & More. East of the property is Hwy 35, and across Highway 35 is Bruni Elementary School. South of the property are Auto Land, Diesel Engine, Herbario La Cruz, and Cavazoz Auto Sales. West of the property are a vacant commercial building, Twin City, Autos, General Welding Place, Border Sound, Laredo Muffler Shop, Perez Auto, Bohls Bearing Service, Beto's Windshield, Andre's, Narvaez Flower Shop and more single family residences. Abutting the property, to the south are South Point Group, First Cash Pawn, H & R Block and Extreme Towing. Abutting the property to the east is Gonzalez Auto Parts.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Ursula Avenue as a Freeway. Garcia Street is not identified; however San Bernardo Avenue

east of the property is identified as a Major Collector.

Letters sent to surrounding property owners: 22 In Favor: 1 Opposed: 3

### **COMMITTEE RECOMMENDATION**

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

### **STAFF RECOMMENDATION**

Staff supports the proposed conditional use permit.

### **STAFF COMMENTS**

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits heavy machinery and truck sales in zones M-1, M-2, and MXD. This property is currently zoned B-3. The applicant is applying for a Conditional Use Permit for the proposed use. Section 24.94.5A(3)

: Conditional Use Permit Application Submittal Criteria states that “Applications for properties currently zoned, B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.”

Staff suggest the following conditions:

1. The C.U.P. shall be issued to Roberto D. Perez and Francisco J. Vela, and it is nontransferable.
2. The C.U.P. is restricted to the following activities: a heavy machinery and truck sales with One (1) employee, and will be open from Monday through Friday from 9:30 a.m. through 7:00 p.m., Saturday from 9:30 a.m. through 4:30 p.m., and will close on Sunday and as further described in letter, Exhibit “A”, which is made part hereof of all purposes.
3. The C.U.P. is restricted to the Site Plan, Exhibit “B”, which is made part hereof for all purposes.
4. Main access to the property shall be through Garcia Street and the exit traffic shall be through Santa Ursula Avenue.
5. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
6. Banners and window signs are prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land

Development Code.

8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the

Laredo Land Development Code.

9. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.

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

11. The C.U.P. is for truck tractors only. No other trailer, cargo boxes shall be permitted, stored or sold from this site.

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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 2014-O-092

Exhibits A and B

Color Zoning Map

Zoning Overview Map

Color Future Landuse Map

Color Aerial Map

Survey Map

Pictures ZC-49-2014

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**ORDINANCE NO. 2014-O-092**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A TRUCK SALES CENTER ON SOUTH ONE HALF OF LOT 5, AND LOTS 5A AND 7, BLOCK 266, WESTERN DIVISION, LOCATED AT 1512, 1514, AND 1518 SANTA URSULA AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a truck sales center on South one half of Lot 5, and Lots 5A and 7, Block 266, Western Division, located at 1512, 1514, and 1518 Santa Ursula 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 July 3, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the Conditional Use Permit amendment 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.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a truck sales center on South one half of Lot 5, and Lots 5A and 7, Block 266, Western Division, located at 1512, 1514, and 1518 Santa Ursula 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 Roberto D. Perez and Francisco J. Vela, and it is nontransferable.
2. The C.U.P. is restricted to the following activities: a heavy machinery and truck sales with one

employee, and will be open from Monday through Friday from 9:30 a.m. through 7:00 p.m., Saturday from 9:30 a.m. through 4:30 p.m., and will close on Sunday and as further described in letter, Exhibit "A", which is made part hereof of all purposes.

3. The C.U.P. is restricted to the Site Plan, Exhibit "B", which is made part hereof for all purposes.
4. Main access to the property shall be through Garcia Street and the exit traffic shall be through Santa Ursula Avenue.
5. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
6. Banners and window signs are prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
10. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
11. The C.U.P. is for truck tractors only. No other trailer, cargo boxes shall be permitted, stored or sold from this site.

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

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

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

#### 1. Criteria

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

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

#### 2. Procedures

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

\_\_\_\_\_  
KRISTINA L. HALE  
ASSISTANT CITY ATTORNEY

5/30/14

A QUIEN CORRESPONDA  
EL PROPOSITO DE USO DE ESTE LOTE  
ES PARA COMPRA-VENTA DE AUTOS USADOS  
Y ESTAMOS SOLICITANDO, UN PERMISO DE USO  
CONDICIONAL PARA VENTA COMPRA-VENTA DE  
TRACTORES; TENIENDO UN HORARIO DE  
TRABAJO DE LUNES A VIERNES DE  
9:30 A 7:00 P.M. Y LOS SABADOS  
DE 9:30 A 4:30 P.M.; PERMANECIENDO  
CERRADO LOS DIAS DOMINGO.

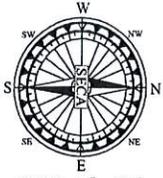
Francisco J. Velaz



NO. DE EMPLEADOS: 1

HS

Exhibit A



SCALE: 1" = 30'

0 15 30  
Lot 4  
Block 266

Lot 6  
Block 266

Lot 8  
Block 266

10' Building Setback

NORTH - 138.89'

Property Line

CAR PORT

Existing Bldg.  
(1,085 sq. ft.)

CAR PORT

Lot 3  
Block 266

WEST - 131.95'

20'

1

2

3

4

Customer  
Parking

9'

Property Line

SIGN

25' Building Setback

Iron Fence

Landscape

Conc. Driveway

Auto Sales

Exit

GATE

Tractor Sales

Access

24.0'

Access

GATE

Conc. Driveway

6' Sidewalk

EAST - 131.95'

Landscape

5'

5'

5'

5'

5'

5'

5'

5'

5'

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Curb & Gutter

Curb & Gutter

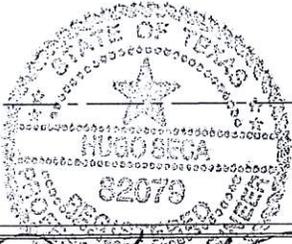
GARCIA ST.  
(86.58' R.O.W.)

SANTA URSULA AVE.

(361.12 R.O.W.)

Curb & Gutter

Curb & Gutter



1701 JACAMAN ROAD, STE. 11 - LAREDO, TEXAS 78041  
OFFICE: (958) 753-3014 • FAX: (958) 753-3017  
TEXAS PROFESSIONAL ENGINEERING FIRM REGISTRATION No. P-10071

**LEGAL DESCRIPTION**  
The south 1/2 of Lot 5, Lot 5A and Lot 7  
Block 266  
Western Subdivision  
Vol. 7, Pg. 15  
W.C.P.R.

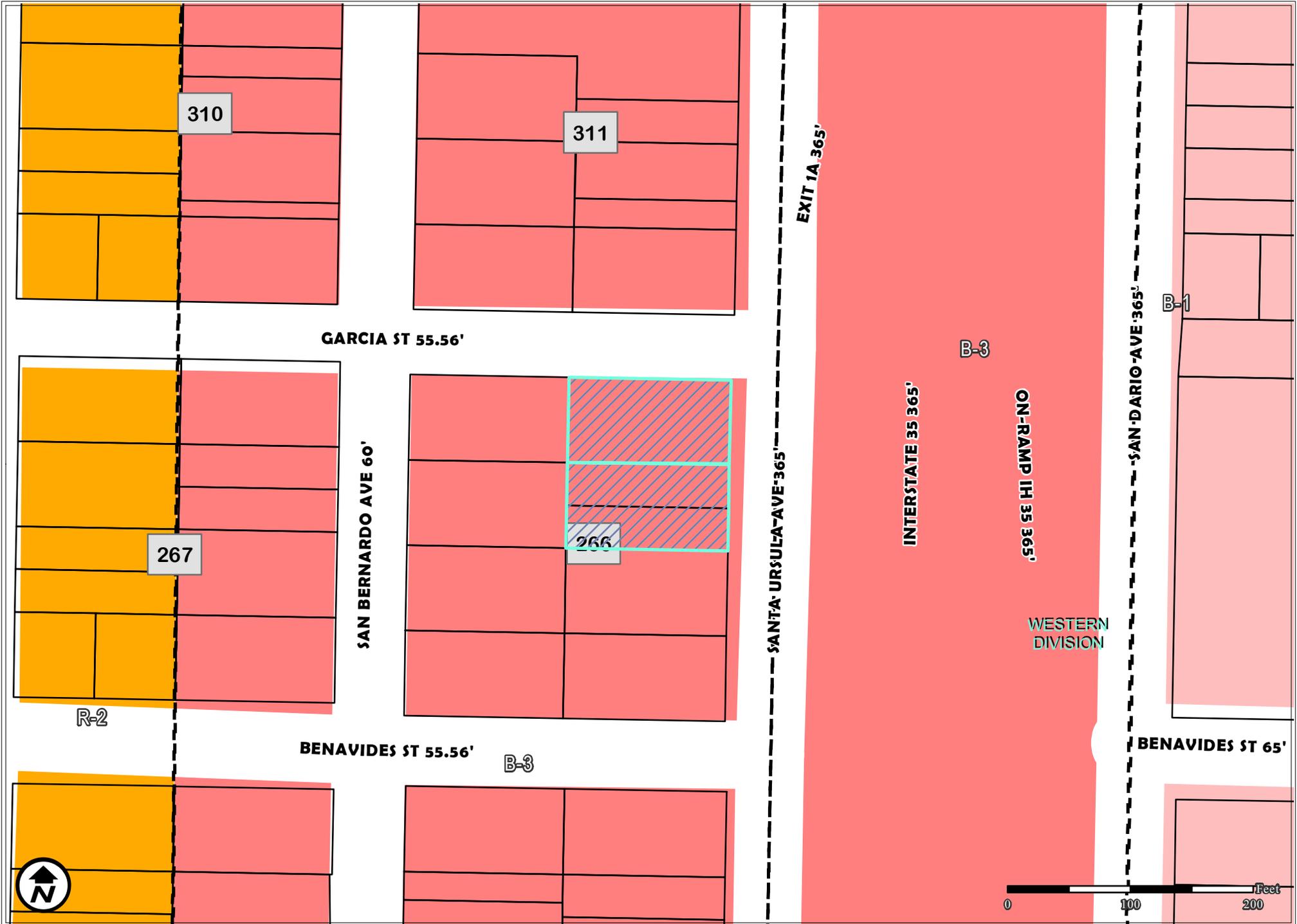
**ADDRESS**

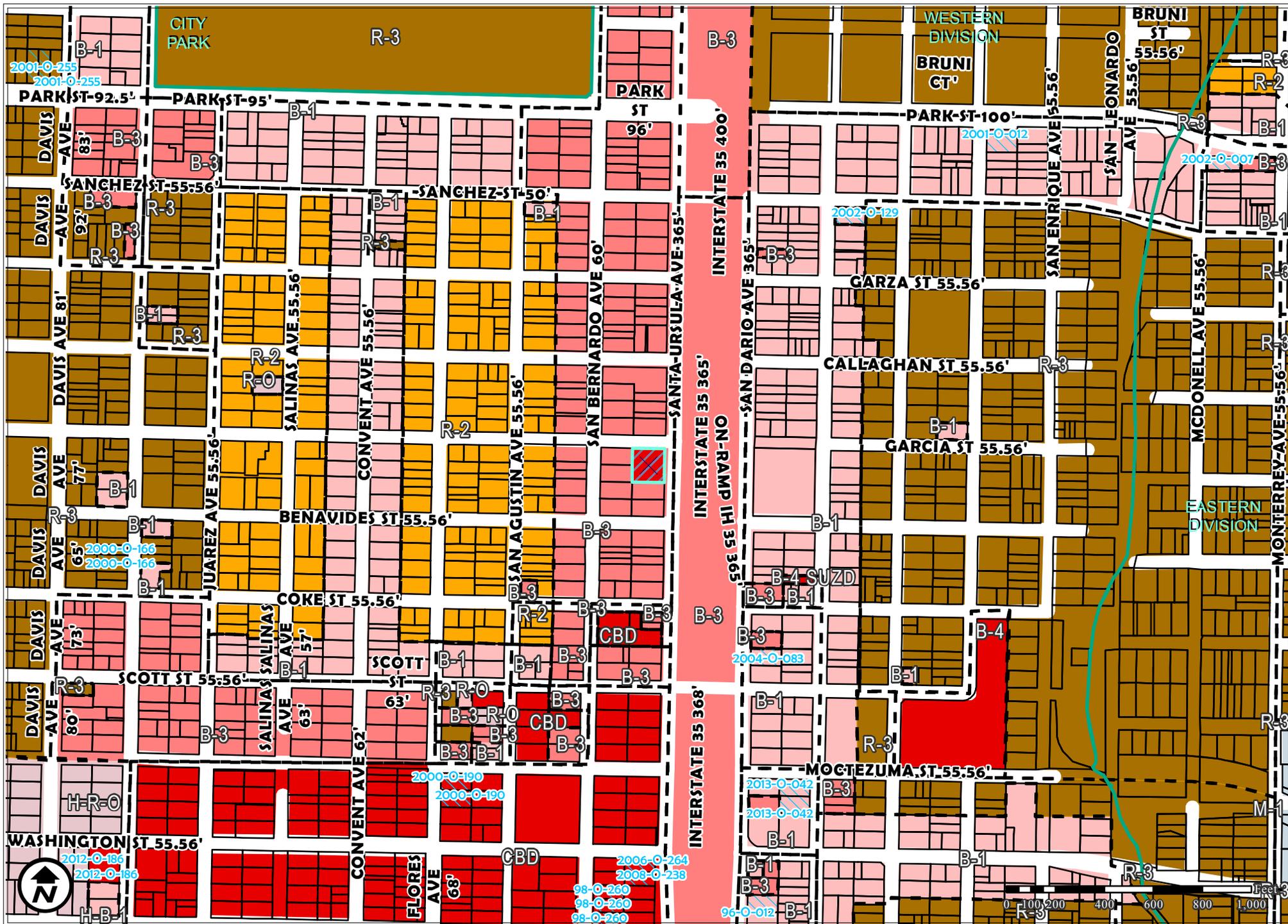
1512, 1514 & 1518 Santa Ursula Ave.

**Exhibit B**

**OWNER:**  
KINGVILLE TRADING, LLC  
1514 Santa Ursula Ave.  
Laredo, Texas 78040

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







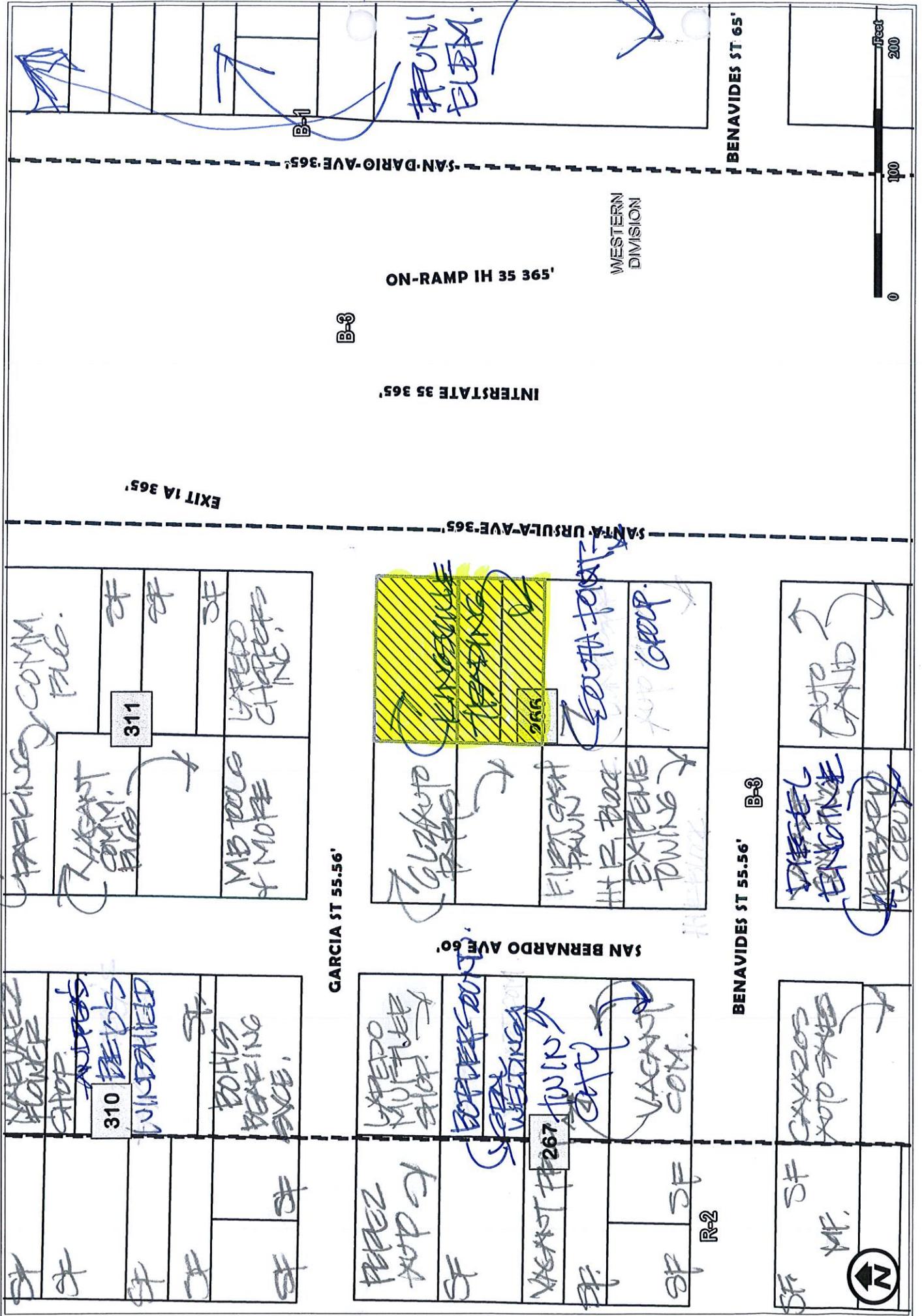


APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)

1512-1518 SANTA URSULA AVE  
COUNCIL DISTRICT 8  
ZC-49-2014

ZONING MAP  
1 inch = 100 feet  
Date: 5/27/2014

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



ZC-49-2014  
B3 to CUP for Truck Sales Center  
1514 Santa Ursula Avenue



ZC-49-2014  
B3 to CUP for a Truck Sales Center  
1514 Santa Ursula Avenue



**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Raymond E. Garner, Chief of Police

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**SUBJECT**

**2014-R-78** Authorizing the City Manager to accept a grant in the amount of \$90,982.00 from the Office of Justice Programs, Bureau of Justice Assistance for funding the 2014 or Justice Assistance Grant (JAG) for the period of October 1, 2014 through September 30, 2017. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

Resolution 2014-R-50 was submitted and approved on May 19, 2014 authorizing the City Manager to apply for this grant.

**BACKGROUND**

The Edward Byrne Memorial Justice Assistance Grant Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that will simplify the administration process for grantees.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Recommends that Council approve this resolution.

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**Fiscal Impact**

**Fiscal Year:** 2015

**Budgeted Y/N?:** Y

**Source of Funds:** Special Police

**Account #:** 229

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

**FINANCIAL IMPACT:**

Award Number 2014-DJ-BX-0303 will be budgeted into Special Police Fund.

Amount of Award: \$90,982.00

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**Attachments**

Acceptance of the 2014 Justice Assistance Grant

Signed Acceptance Award

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**RESOLUTION 2014-R-78**

**Authorizing the City Manager to accept a grant in the amount of \$90,982 from the Office of Justice Programs, Bureau of Justice Assistance for funding the 2014 JAG or Justice Assistance Grant for the period of October 01, 2014 through September 30, 2017. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.**

**Whereas**, the Office of Justice Programs, Justice Assistance Grant Program, mandates that this grant be divided equally between the City of Laredo and Webb County; and

**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**, this grant will pay to support staff, equipment and supplies for police operations; and

**Whereas**, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of Justice Programs, Bureau of Justice Assistance in full; and

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

**Section 1:** Authorizing the City Manager to accept a grant in the amount of \$90,982 from the Office of Justice Programs, Bureau of Justice Assistance for funding the 2014 JAG or Justice Assistance Grant for the period of October 01, 2014 through September 30, 2017. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

**Section 2:** It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

---

RAUL CASSO  
CITY ATTORNEY



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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July 8, 2014

Mr. Carlos Villarreal  
City of Laredo  
1110 Houston Street  
Laredo, TX 78040

Dear Mr. Villarreal:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

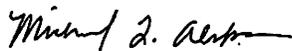
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Laredo 1110 Houston Street Laredo, TX 78040		4. AWARD NUMBER: 2014-DJ-BX-0303	
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017	
		6. AWARD DATE 07/08/2014	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 746001573	8. SUPPLEMENT NUMBER 00	Initial	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE City of Laredo and Webb County FY 2014 JAG Project		10. AMOUNT OF THIS AWARD \$ 90,982	
		11. TOTAL AWARD \$ 90,982	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Carlos Villarreal City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Carlos Villarreal</i>	19A. DATE <i>7/10/14</i>
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCALYFUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G.		21. NDJUGT0108	
X B DJ 80 00 00 90982			



Department of Justice  
Office of Justice Programs  
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**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2014-DJ-BX-0303

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*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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*SPECIAL CONDITIONS*

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



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*SPECIAL CONDITIONS*

21. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

22. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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*SPECIAL CONDITIONS*

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



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*SPECIAL CONDITIONS*

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
36. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
37. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Laredo

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
2014-DJ-BX-0303

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This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Carrie Booth  
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Vanessa Sanchez  
Administrative Assistant II  
4712 Maher  
Laredo, TX 78041-3856  
(956) 795-2335

3a. TITLE OF THE PROGRAM

BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

City of Laredo and Webb County FY 2014 JAG Project

5. NAME & ADDRESS OF GRANTEE

City of Laredo  
1110 Houston Street  
Laredo, TX 78040

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 90,982

10. DATE OF AWARD

07/08/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City of Laredo will utilize the FY 2014 Local JAG award to fund a network specialist position to keep radio and data communications online at all times. The Webb County Jail is in the process of enhancing/improving its facility safety and required equipment. The jail plans to purchase intercommunication jail facility

upgrades, communications console, mobile computing devices, portable/radio holsters, self-contained breathing apparatuses, handcuffs/shackles, flashlights/LED flashlights, hand-held scanners, mattresses, mesh storage boxes, and sort/react special team apparel/footwear. NCA/NCF

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Tomas M. Rodriguez, Jr., P.E., Utilities Director

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**SUBJECT**

**2014-R-79** Accepting the conveyance of the following Utility and Utility Access Easement, for the right to construct, reconstruct, repair and perpetually maintain water line improvements and the placement of a water meter within the 150 sq. ft. tract being out of Lot 1, Block 14, Killam Industrial Park Unit 09, from:

Majestic Laredo Partners, L.P., (Majestic Laredo GP II, L.L.C., By: Majestic Realty Co., (General Partner) Edward P. Roski, Jr. President) - Utility easement as follows:

150 Square Feet, a copy of which conveyance is attached as Exhibit A:

And directing that the said Easement be filed of record in official property records of Webb County, Texas.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Majestic Laredo Partners, L.P., (Majestic Laredo GP II, LLC By: Majestic Realty Co., (General Partner) Edward P. Roski, Jr. President), conveyed this non-exclusive public utility and utility access easement to the City of Laredo upon request from the Utilities Department. This 15 foot Utility easement is being acquired as necessitated by the City of Laredo for the right to construct, reconstruct, repair and perpetually maintain water line improvements and the placement of a water meter within the 150 sq. ft. tract being out of Lot 1, Block 14, Killam Industrial Park Unit 09.

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:** 2014  
**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

Resolution 2014-R-79

Easement

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RESOLUTION NO. 2014-R-79

ACCEPTING THE CONVEYANCE OF THE FOLLOWING UTILITY AND UTILITY ACCESS EASEMENT, FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND PERPETUALLY MAINTAIN WATER LINE IMPROVEMENTS AND THE PLACEMENT OF A WATER METER WITHIN THE 150 SQ. FT. TRACT BEING OUT OF LOT 1, BLOCK 14, KILLAM INDUSTRIAL PARK UNIT 09 FROM: MAJESTIC LAREDO PARTNERS, L.P., (MAJESTIC LAREDO GP II, LLC BY: MAJESTIC REALTY CO., (GENERAL PARTNER) EDWARD P. ROSKI, JR. PRESIDENT) UTILITY EASEMENT AS FOLLOWS: 150 SQUARE FEET OF LAND. A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBIT A AND DIRECTING THAT THE SAID EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

**WHEREAS**, Majestic Laredo Partners, L.P., (Majestic Laredo GP II, LLC by: Majestic Realty Co., (General Partner) Edward P. Roski, Jr. President) has agreed to convey to the City a Utility and Utility Access Easement, 150 square feet, which is described in Exhibit A, attached to this resolution; and

**WHEREAS**, after the conveyance of the said Utility and Utility Access Easement tract, the City will construct, reconstruct, repair and perpetually maintain water line improvements and the placement of a water meter within the 150 sq. ft. tract being out of Lot 1, Block 14, Killam Industrial Park Unit 09; and

**WHEREAS**, in order to be able to construct, reconstruct, repair and perpetually maintain water line improvements and the placement of a water meter within the 150 sq. ft. tract, it is in the City of Laredo's best interests to accept the above-referenced conveyance from Majestic Laredo Partners, L.P., (Majestic Laredo GP II, LLC by: Majestic Realty Co., (General Partner) Edward P. Roski, Jr. President).

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

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

Section 2. The conveyance will be accepted in the form and content of the Utility and Utility Access Easement, copies of which are attached as Exhibit A (150 square feet) to this resolution, and the tract is more particularly described in the exhibits attached to Exhibit A (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Raul G. Salinas, Mayor

ATTEST:

By: \_\_\_\_\_  
Gustavo Guevara, Jr.  
City Secretary

By: \_\_\_\_\_  
Raul Casso  
City Attorney

**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.**

**PUBLIC ACCESS AND UTILITY EASEMENT**

Date: July 16, 2014

Grantor: Majestic Laredo Partners, L.P., a Texas Limited Partnership

Grantor's Address: 13191 Crossroads PKWY N FL6  
City of Industry, Los Angeles County, California 91746-3421

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 15'x 10' Utility and Access Easement, being a 150 Sq. Ft. tract of land, more or less, being out of Lot 1, Block 14, Killam Industrial Park Unit 09, Recorded in Volume 19, Page 03, Webb County Map Records, Webb County, Texas, and being more particularly described by metes and bounds in attached Exhibit "A" and depicted on Exhibit "B" attached hereto and made part hereof.

Easement Purpose: To give Grantee the right to construct, reconstruct, repair and perpetually maintain water line improvements, the placement of water meter within the 150 sq. ft. tract, 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) by ten (10) foot Utility and 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.

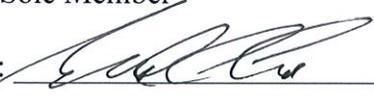
Executed on this 16 day of July, 2014.

MAJESTIC LAREDO PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP

By: Majestic Laredo GP II, L.L.C.  
A Texas Limited Liability Company  
Its General Partner

By: Majestic Realty Co.,  
A California Corporation  
Its Sole Member

*MA*

By: 

Title: EDWARD P. ROSKI, JR.

**President and Chairman of the Board**

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 )ss.  
County of Los Angeles )

On July 16, 2014 before me, Brandie Yee, Notary Public,  
(Date) Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Edward P. Roski, Jr.,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brandie Yee  
Brandie Yee, Notary Public



(OFFICIAL SEAL)

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WEBB               §

                  This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014, by  
\_\_\_\_\_ on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

Ronnie Acosta  
CITY OF LAREDO  
Community Development  
1301 Farragut Street, Transit Center  
3<sup>rd</sup> Floor East Wing  
Laredo, Texas 78040



# 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 150 SQUARE FOOT TRACT - UTILITY EASEMENT AND UTILITY ACCESS EASEMENT PORCION 18 ~ ABSTRACT 21 WEBB COUNTY, TEXAS

A tract of land containing 150 square feet of land, more or less, being out of Lot 1, Block 14, Killam Industrial Park - Unit 09, Webb County, Texas, as recorded in Volume 19, Page 03, Webb County Map Records, and being more particularly described by metes and bounds as follows:

**COMMENCING**, at a found 1/2 inch iron rod at the northwest corner of Lot 1, Block 14, of Killam Industrial Park Unit 09 as recorded in Volume 19, Page 03, Webb County Map Records, same being the southwest corner of Lot 5, Block 14, of Killam Industrial Park Unit 12 as recorded in Volume 21, Page 98 Webb County Map Records same being a point on the east right-of-way line of Sara Road (a 90 foot wide road) as recorded in Volume 19, Page 03 Webb County Map Records;

**THENCE**, S 22°00'00" E, along the east right-of-way line of said Sara Road a distance of 1.65 feet to a set 1/2 inch iron rod, the **POINT OF BEGINNING** and northwest corner of the herein described tract;

**THENCE**, N 68°00'00" E, leaving the east right-of-way of said Sara Road a distance of 10.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

**THENCE**, S 22°00'00" E, a distance of 15.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 68°00'00" W, a distance of 10.00 feet to a set 1/2 inch iron rod, a point on the east right-of-way line of said Sara Road and the southwest corner of the herein described tract;

**THENCE**, N 22°00'00" W, along the east right-of-way line of said Sara Road a distance of 15.00 feet to return and close at the **POINT OF BEGINNING**, containing 150 square feet of land.

### Basis of Bearing

Killam Industrial Park - Unit 12 as recorded in Volume 21, Page 98, Webb County Map Records

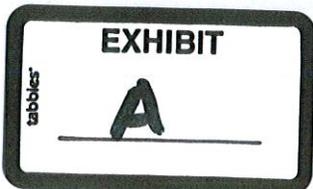
State of Texas §  
County of Webb §

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

05-22-14

Current Date





Scale: 1"=10'

KILLAM INDUSTRIAL PARK - UNIT 12  
LOT 5, BLOCK 14  
VOLUME 21, PAGE 98  
WEBB COUNTY MAP RECORDS

LOT 1  
BLOCK 14  
VOLUME 19, PAGE 03  
WEBB COUNTY MAP RECORDS

**POINT OF COMMENCEMENT**

OF 150 SQUARE FOOT TRACT  
FOUND 1/2 INCH IRON ROD

S 22°00'00" E  
1.65'

**POINT OF BEGINNING**

OF 150 SQUARE FOOT TRACT  
SET 1/2 INCH IRON ROD

150 SQUARE  
FOOT TRACT

N 68°00'00" E  
10.00'

S.I.R.

S 22°00'00" E  
15.00'

LOT 1  
BLOCK 14  
VOLUME 19, PAGE 03  
WEBB COUNTY MAP RECORDS

N 22°00'00" W  
15.00'

S.I.R.

S 68°00'00" W  
10.00'

LOT 1  
BLOCK 14  
VOLUME 19, PAGE 03  
WEBB COUNTY MAP RECORDS

SARA ROAD  
(90' WIDE RIGHT-OF-WAY)  
WEBB COUNTY MAP RECORDS



**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

05-22-14  
DATE

**LEGEND**  
○ S.I.R. = SET 1/2" RON ROD  
○ F.I.R. = FOUND 1/2" RON ROD  
PL = PROPERTY LINE

**BASIS OF BEARINGS:**  
KILLAM INDUSTRIAL PARK - UNIT 12  
AS RECORDED IN VOLUME 21, PAGE 98,  
WEBB COUNTY MAP RECORDS

**BOUNDARY SURVEY OF**

A UTILITY EASEMENT AND UTILITY ACCESS EASEMENT CONTAINING 150 SQUARE FEET OF LAND, MORE OR LESS, BEING OUT OF LOT 1, BLOCK 14, KILLAM INDUSTRIAL PARK UNIT 09, RECORDED IN VOLUME 19, PAGE 03, WEBB COUNTY MAP RECORDS.



Drawn By : RXL  
Checked By : FE  
Approved By : FE  
Date : 05/31/2014  
Revision : 05/22/2014  
Project No. : 8190.01



**SHERFEY ENGINEERING COMPANY, L.L.C.**  
104 Del Court  
Suite 400  
Laredo, Texas 78041  
(956) 791-3511  
TBPE FIRM REGISTRATION No: F-3132

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Tomas M. Rodriguez, Jr., P.E., Utilities Director

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**SUBJECT**

**2014-R-80** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$22,076,554.00 to fund the expansion of the South Laredo Wastewater Treatment Plant from 12 MGD to 18 MGD. By securing this loan through TWDB, the City of Laredo will save approximately \$291,837.45 per year over 30 years, for a total savings of \$8,755,123.53. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The Texas Water Development Board (TWDB) requested the submission of applications to award loans as part of the SFY 2015 Clean Water State Revolving Fund Program.

**COMMITTEE RECOMMENDATION**

Operations and Finance Committee

**STAFF RECOMMENDATION**

To approve Resolution.

---

**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

Resolution 2014 R 80

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**RESOLUTION NO. 2014-R-80**

**AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) IN THE AMOUNT OF \$22,076,554 TO FUND THE EXPANSION OF THE SOUTH LAREDO WASTEWATER TREATMENT PLANT FROM 12 MGD TO 18 MGD. BY SECURING THIS LOAN THROUGH TWDB, THE CITY OF LAREDO WILL SAVE APPROXIMATELY \$291,837.45 PER YEAR OVER 30 YEARS, FOR A TOTAL SAVINGS OF \$8,755,123.53.**

WHEREAS, the City of Laredo is fully eligible to receive assistance from the TWDB; AND

WHEREAS, the Texas Water Development Board is offering a loan that would enable the City to fund the expansion of the South Laredo Wastewater Treatment Plant from 12 MGD to 18 MGD. By securing this loan through TWDB, the City of Laredo will save approximately \$291,837.45 per year over 30 years, for a total savings of \$8,755,123.53.;

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

**Section 1.** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$22,076,554 to fund the expansion of the South Laredo Wastewater Treatment Plant from 12 MGD to 18 MGD.

**Section 2.** That this resolution shall take effect immediately.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR  
CITY SECRETARY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Tomas M. Rodriguez, Jr., P.E., Utilities Director

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**SUBJECT**

**2014-R-81** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$4,600,000.00 to fund the construction of a 24" Waterline on the west side of Loop 20 (Casa Verde Rd.). By securing this loan through TWDB, the City of Laredo will save approximately \$66,012.89 per year over 30 years, for a total savings of \$1,980,386.76. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The Texas Water Development Board (TWDB) requested the submission of applications to award loans as part of the SFY 2015 Drinking Water State Revolving Fund Program.

**COMMITTEE RECOMMENDATION**

Operations Committee

**STAFF RECOMMENDATION**

To approve Resolution.

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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

Resolution 2014 R 81

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**RESOLUTION NO. 2014-R-81**

**AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) IN THE AMOUNT OF \$4,600,000 TO FUND THE CONSTRUCTION OF A 24" WATERLINE ON THE WEST SIDE OF LOOP 20 (CASA VERDE RD.). BY SECURING THIS LOAN THROUGH TWDB, THE CITY OF LAREDO WILL SAVE APPROXIMATELY \$66,012.89 PER YEAR OVER 30 YEARS, FOR A TOTAL SAVINGS OF \$1,980,386.76.**

WHEREAS, the City of Laredo is fully eligible to receive assistance from the TWDB; AND

WHEREAS, the Texas Water Development Board is offering a loan that would enable the City to fund the construction of a 24" Waterline on the west side of Loop 20 (Casa Verde Rd.) which would save the City approximately \$66,012.89 per year for 30 years, for a total savings of \$1,980,386.76.;

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

**Section 1.** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$4,600,000 to fund the construction of a 24" Waterline on the west side of Loop 20 (Casa Verde Rd.).

**Section 2.** That this resolution shall take effect immediately.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR  
CITY SECRETARY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Ronnie Acosta, CD Director

**SUBJECT**

Approving the submission of the 2014 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding in the amounts of \$3,553,204.00 in 40<sup>th</sup> Action Year Community Development Block Grant (CDBG) funds, \$685,083.00 in HOME Investment Partnership Program funds, and \$292,883.00 in Emergency Solutions Grant funds, \$8,751.00 in CDBG program income, \$97,062.00 in Section 108 Loan Repayment, \$48,000.00 in Housing Rehabilitation Revolving Loan funds, and \$82,296.00 in HOME program income. Also authorizing the City Manager to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

**40th AY Community Development Block Grant**

Community Development Administration	\$709,079
Housing Rehabilitation Administration	\$207,831
Housing Rehabilitation Loan Program (\$8,751 PI)	\$458,751
Code Enforcement	\$525,254
Graffiti Removal Program	\$43,269
Hamilton Hotel - Section 108 Loan Repayment	\$97,062
Transitional Housing Development	\$200,000
Cigarroa Splash Park	\$200,000
Slaughter Park Basketball Dome	\$200,000
K Tarver Park Recreational Improvements	\$150,000
District IV Sidewalks	\$50,000
Median Beautification Phase II	\$200,000
District VII Sidewalks	\$200,000
Seven Flags Park Improvement Phase II	\$200,000
Street Sign Upgrades	\$217,771
<b>Total</b>	<b>\$3,659,017</b>
Revolving Loan Administration	\$8,499

Housing Rehabilitation Revolving Loan	\$39,501
<b>Total</b>	<b>\$48,000</b>

### **HOME Investment Partnership Grant**

Administration	\$68,508
Downpayment Assistance Program (\$82,296 PI)	\$206,060
Tenant Based Rental Assistance	\$390,048
CHDO set-aside	\$102,763
<b>Total</b>	<b>\$767,379</b>

### **Emergency Solutions Grant**

Administration	\$21,950
Homeless Prevention	\$67,354
Homeless Shelter Program	\$85,593
Essential Services - Shelter	\$43,788
Rapid Re-Housing	\$55,717
Homeless Management Information System (HMIS)	\$6,564
Street Outreach	\$11,917
<b>Total</b>	<b>\$292,883</b>

### **PREVIOUS COUNCIL ACTION**

07/21/2014– A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2014 Consolidated One-Year Action Plan.

### **BACKGROUND**

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive \$3,553,204.00 in 40<sup>th</sup> Action Year CDBG funds, \$685,083.00 in HOME funds, and \$292,883.00 in ESG funds. An additional \$8,751.00 is anticipated to be received through CDBG program income, \$97,062.00 in Section 108 Loan Repayment, \$48,000.00 in Housing Rehabilitation Revolving Loan funds, and \$82,296.00 in HOME program income. The award of funds is contingent on the submission and approval of a One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds.

The Consolidated Planning Process requires that citizens be provided an opportunity to comment on the proposed use of funds listed for 2014 and that a public hearing be held to receive comments. As such, the citizen participation process included a series of public notices, public meetings, public hearings, and citizen inquiries through phone

calls, regular mail, and e-mails. City staff also met at several publicized locations to collect surveys regarding the need for programs and services in the community prior to the preparation of the draft plan. As a result of the comments received at all the meetings and from other sources, we learned the greatest overall need was expressed for recreational centers as well as parks and playgrounds and police substations. In terms of housing, the need for down payment assistance, new construction of owner housing and rental assistance remained equally desirable.

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

The Consolidated Plan was available for public review and comment for a period of 30 days beginning June 22, 2014 and ending on July 22, 2014 at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the City of Laredo's website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us). In addition, a second public hearing was held on July 21, 2014, during the City Council meeting, to receive comments from the public and City Council. Comments received included the request for sidewalks in District IV. All comments have been incorporated into the final plan and taken into consideration for proposed project funding.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

That this motion be approved.

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	<b>Fiscal Impact</b>
<b>Fiscal Year:</b>	2014
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	CDBG
<b>Account #:</b>	
<b>Change Order: Exceeds 25% Y/N:</b>	N
<b>FINANCIAL IMPACT:</b>	
40th AY Community Development Block Grant	\$3,553,204

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** HOME  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

HOME Investment Partnership Program \$685,083

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** ESG  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Emergency Solutions Grant \$292,883

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** CDBG  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Proposed CDBG Program Income \$105,813

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** CDBG  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Proposed Housing Rehabilitation Revolving Loan Program \$48,000

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** HOME  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Proposed HOME Program Income \$82,296

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**City Council-Regular**

**Meeting Date:** 08/04/2014

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

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

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**SUBJECT**

Authorizing the City Manager to submit an application for funding in the amount of \$90,000.00 to the Texas Department of State Health Service (DSHS) Healthy Texas Babies (HTB) request for proposal RFP #: 537-15-133393. The contract will allow the City of Laredo Health Department to expand community partnerships to promote healthy mothers and healthy newborn children. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Through the Healthy Texas Babies (HTB) program, the City of Laredo Health Department can expand community partnerships, better coordinate services with the Laredo Health Coalition to assure healthy mothers during pregnancy, healthy births and through the first two years of life for infants, and prepare fathers to be successful fathers. Currently, our community experiences high rates of latent prenatal care, premature births and teen births as well as a rise in sexually transmitted diseases, including HIV. Through HTB, we can further expand our network for education, outreach, and promotion for early access to care to improve nutrition, pre- and post-natal care as well as family planning, immunizations, well child and assure appropriate child growth and development.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approve the Motion.

---

**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**

HTB RFP

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# **Competitive RFP For Healthy Texas Babies Local Coalitions**

***Office of Title V and Family Health***

**RFP #: 537-15-133393**

**Issued 07/11/2014**

**Due 08/21/2014**

***Class/Item: 948/48***

Procurement and Contracting Services (PCS)

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David L. Lakey, M.D. Commissioner

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I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS) **Office of Title V & Family Health** (Program) announces the expected availability of **general revenue funds** to develop or enhance a Healthy Texas Babies (HTB) coalition **and implement an evidence-based intervention with the purpose of reducing prematurity and infant mortality (Project)**. This Request for Proposal (RFP) is not limited to this source of funding if other sources become available for this Project.

This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations. If web links in this document do not open, copy and paste them into your internet browser window.

**PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.**

**Definitions**

Appendix – Additional information and/or forms that are available at the end of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be used and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include categorical (line item), fee for service, or lump sum. **The Budget Section is required and is posted with this RFP as a separate package on the ESBID.**

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each contract renewal will have its own budget period.

Contract – A written document referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A DSHS contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.).

Contractor – An individual, organization, or entity that contracts with DSHS to provide services and/or goods. This includes (but is not limited to) vendors, sub-recipients, and grantees.

Contract Term – The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

Cost Reimbursement – A payment mechanism by which contractors are reimbursed for allowable costs incurred up to the total award amount specified in the contract. Costs must be incurred in carrying out approved activities, and must be based on an approved eight -category line-item (categorical) budget. Amounts expended in support of providing services and goods, if any, in accordance with the contract terms and conditions must be billed on a monthly basis for reimbursement unless otherwise specified in the contract. Reimbursement is based on actual allowable costs incurred that comply with the cost principles applicable to the grant and subgrants.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code Chapter 20, Subchapter C, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fully Executed – When a contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

General Provisions – Basic provisions that are essential in administering the contract, which include assurances required by law, compliance requirements, applicable federal and state statutes and circulars, financial management standards, records and reporting requirements, funding contingency, sanctions, and terms and conditions of payment.

Procurement and Contracting Services (PCS) - Central contracting unit within DSHS that is responsible for statewide client services procurements and their certifications. PCS oversees, coordinates, and assists the Divisions with client services procurement needs, issues competitive procurements, finalizes development, and executes contracts. PCS maintains the official contract file from procurement to contract closeout.

Program – Depending upon the context, either a coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose (“program”) or DSHS staff located in a program, region, or hospital that identify and request procurement needs (“Program”) The Program partners with PCS on procurements.

Program Attachment – An attachment to the contract that provides details for a particular statement of work to be performed under the contract such as services to be delivered, performance measures or deliverables, funding, and reporting requirements. There may be multiple program attachments associated with a core contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals.

Project – All work to be performed as a result of a contract or solicitation.

Project Period – The anticipated duration of the entire Project stated in total number of budget periods.

Respondent – A person or entity that submits a response to a solicitation. For purposes of this document, “respondent” is intended to include such phrases as “offeror”, “respondent”, “bidder”, “responder”, “respondent”, or other similar terminology employed by DSHS (or HHSC) to describe the person or entity that responds to a solicitation.

Scope of Work – A description of the services and/or goods, if any, for each service type, to be obtained as a result of a solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what DSHS plans to purchase.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state (e.g., this RFP).

Special Provisions – Modifications and additions to the General Provisions for a funded program activity; which are usually customized for the Program’s requirements and contain provisions specific to the program attachment.

Statement of Work – The part of the contract that describes the services and/or goods to be delivered by the DSHS contractor specifying the type, level and quality of service, that directly relate to program objectives.

Subcontractor – A written agreement between the DSHS contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. The contractor must closely monitor the subcontractor’s performance. Subcontracting can be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS Program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

Reimbursement is based on actual allowable costs incurred that comply with cost principles applicable to the grants and subgrants.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) - To replace or substitute one source of funding for another source of funding. A recipient of contract funds under this RFP must not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to responding to an RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity, whether vendor or subrecipient, to contract with the State of Texas and which must be established with the State Comptroller's Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3 digit mail code. The Vendor ID No. includes all the numbers in the TINs (defined above), including a three digit mail code for a total of 14-digits.

Work Plan - A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. To be an enforceable part of the contract, details from the work plan must be approved by DSHS and incorporated in the contract.

## A. Eligible Respondents

Eligible respondents include local coalitions in eligible communities represented by **public or private organizations such as health departments, public or private hospitals, non-profit organizations, businesses, and faith-based organizations** and must comply with the criteria listed below.

1. Respondent must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.
2. Respondent must have a Texas business address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.
3. Respondent must be in good standing with the U.S. Internal Revenue Service.
4. Respondent is not eligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.
5. Respondent may not be eligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material non-compliance or material weaknesses that are not satisfactorily addressed, as determined by DSHS.
6. Respondent's staff members, including the executive director, must not serve as voting members on their employer's governing board.
7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

A respondent is not considered eligible to contract with DSHS, regardless of the funding source, if a name match is found on any of the following lists:

- a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits.  
<https://www.sam.gov/portal/public/SAM>
- b) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search– State –  
<https://oig.hhsc.state.tx.us/Exclusions/search.aspx>; and
- c) Texas Comptroller of Public Accounts (CPA) Debarment List located at  
[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/). If this web link does not open, copy and paste to your internet browser window.

8. Respondents **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at <https://direct.sos.state.tx.us/acct/acct-login.asp>.

Except as expressly provided in A.2. above, respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

## **B. Term of Contract**

It is expected that the initial contract term will begin on or about *11/01/2014*, and will be made for a *10-month* budget period. This contract may be renewed up to **2 additional** one year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

## **C. Use of Funds**

In Fiscal Year **15**, approximately **\$1,080,000** is expected to be available to fund **up to 12** contract(s) **with at least one contract awarded to each Health Service Region**. The specific dollar amount awarded to each successful respondent depends upon the merit and scope of the proposal and other best value considerations and is at the sole discretion of DSHS. Anticipated award amounts will be up to \$90,000 but award amounts are at the discretion of DSHS. Contracts will be issued to develop or enhance local coalitions to implement evidence-based interventions to reduce the incidence of preterm birth and infant mortality in Texas.

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds may be used for personnel, fringe benefits, staff travel, contractual services, other direct costs, and indirect costs, as allowed in the budget. Funds must not be used to supplant other local, state, or federal funds.

No more than 20% of contract funding can be used for non-intervention related costs. Non-intervention costs are defined as administrative costs including operating budget items and indirect costs.

Funds cannot be used for the purchase of participation incentives such as gift cards or other monetary rewards. The program should make arrangements with coalition members and their community to donate or fundraise for supply of program tangible reinforcements or other related incentives for participants.

Limited funds can be used for the supply of limited amounts and types of food, not meals, to program participants. Food should only be purchased with grant funds to enhance training or with use for specific interventions. For example, food provided to program participants should have a function in an intervention curriculum such as demonstration of an effective cooking method to reduce saturated fat intake.

Grant funds should not be used for the purchase of meals for coalition members, staff, program participants or for coalition meetings. Coalitions should demonstrate that efforts were made to supply food or refreshments to program participants through means other than use of grant funds before such use of funds will be approved.

#### **D. Schedule of Events**

1. Issue the RFP by posting to the Electronic State Business Daily (ESBD)	07/11/2014
2. Letter of Intent Due	07/17/2014
3. Pre-proposal Conference	07/28/2014
4. Deadline for Submitting Questions	08/04/2014
5. Post Answers to Questions to the ESBD	08/07/2014
6. Deadline for Submission of Proposals	08/21/2014
7. Contract Negotiations	09/22/2014
8. Post Final Awards to the ESBD	09/29/2014
9. Mail/Email Contract(s) to Awarded Respondent(s) for Signature	10/06/2014
10. Anticipated Contract Begin Date	11/01/2014

DSHS reserves the right to change the dates shown above without notice.

## **II. PROGRAM INFORMATION**

### **A. General Purpose and Program Goals – Scope of Work**

DSHS has funds available to support eligible communities in each of the eight Health Service Regions (HSRs) to develop or enhance a Healthy Texas Babies (HTB) coalition. Contracts will be issued to private or public entities in eligible communities to develop or enhance local coalitions and implement select evidence-based interventions to reduce the incidence of preterm birth and infant mortality in Texas.

The goals of the Healthy Texas Babies initiative are to:

- Provide local partnerships and coalitions with major roles in shaping programs in their communities to reduce infant mortality using evidence-based interventions.
- Reduce disparities in poor birth outcomes and maternal and infant mortality among Texans using participatory models of programming.
- Reduce preterm birth and infant mortality in Texas.

The goals of this funding opportunity are to:

- Expand the network of active, effective perinatal coalitions in Texas.
- Provide local communities an opportunity to access funds to implement community-informed, evidence-based and sustainable programming that is responsive to community needs.
- Collect data on the effectiveness and feasibility of basic program models in diverse implementation settings for potential replication and scale-up.
- Address geographic and racial disparities in birth outcomes through community-informed, participatory programming.
- Implement demonstration projects to address priority factors in poor maternal and infant health and collect data on the impact of those projects on health outcomes.

## **B. Program Background**

In June 2011, the 82<sup>nd</sup> Texas Legislature appropriated funds for the Department of State Health Services (DSHS) to implement an initiative to reduce preterm birth and infant mortality in Texas for the period 09/01/11 – 08/31/13. With this funding, 11 local coalitions in eight Health Service Regions (HSRs) were funded to implement evidence-based interventions. In 2013 the 83<sup>rd</sup> Texas Legislature appropriated funds for the DSHS to continue implementing initiatives to reduce preterm birth and infant mortality in Texas for the 2013-2015 biennium. This Request for Proposals (RFP) will use a portion of that appropriation to fund evidence-based interventions led by local coalitions.

DSHS will evaluate and select respondents based on:

1. Clarity and completeness of information submitted to DSHS in the response to the RFP;
2. Number and type of local coalition members; and
3. Quality of the description of evidence-based interventions that address local maternal and infant health risk factors and respond to the greatest need identified in the Perinatal Periods of Risk (PPOR) analysis performed for each eligible community.

DSHS recommends eligible respondents work with their community health stakeholders (e.g., local health departments, public and private hospitals, hospital districts, local March of Dimes chapters, healthcare providers, and community leaders, etc.) to review and respond to this RFP.

DSHS will make contract offers to selected eligible respondents at its sole discretion based on the above criteria and what is determined to be in the best interest of the State of Texas. A response to this RFP does not guarantee a contract will be offered to the submitter.

## **C. Legal Authority**

DSHS is authorized to enter into contracts through Texas Health and Safety Code Chapter 1001.

## **D. Project Development**

Awarded contractors are encouraged to actively initiate and participate in local and regional planning activities related to the scope of this RFP. The following are examples of activities a community could undertake to review and respond to the RFP.

- Go to the CityMatCH website [www.citymatch.org](http://www.citymatch.org) and review information regarding Perinatal Periods of Risk (PPOR).
- Bring together an existing coalition or a group of community health stakeholders to review and discuss the RFP. Determine plan to invite additional members required by the RFP as well as optional members that would strengthen the proposal.
- Host a meeting of the existing coalition or community health stakeholders to determine if the community wants to submit a response to RFP. Review the PPOR data included with the RFP and determine the intervention.
- Collect letters of support from current and/or prospective coalition members and determine coalition members' roles and responsibilities.
- Collect baseline data to include in RFP proposal, including target audience demographic and birth outcomes data and literature review on proposed intervention. Plan evaluation methodology based on outcomes outlined for the selected intervention area in the RFP; determine resources needed to implement intervention.
- Write RFP response and share with coalition members for input.
- Share planned intervention with stakeholders/clients/community members outside the coalition membership. This meeting could take place before or after submission of the RFP proposal, but minutes from such a meeting must be submitted to DSHS as part of the deliverables described in Table 1, page 14, Deliverables and Timeline for Awardees.
- If you have questions about the RFP, email them to Bill Walk at [William.Walk@hhs.state.tx.us](mailto:William.Walk@hhs.state.tx.us) by 07/10/2014.
- Participate in the DSHS-sponsored respondents' teleconference on 07/01/2014 from 3:00-4:30pm CT.
- Review answers to all questions DSHS emails to eligible respondents.
- Submit RFP proposal to DSHS.

#### Technical assistance following awards

DSHS will provide technical assistance to successful awardees. DSHS may provide the following technical assistance:

1. Assist awardees' coalitions to identify additional potential members.
2. Assist awardees' coalitions to clarify intervention goals, objectives, and target populations.
3. Assist awardees' coalitions to monitor selected intervention and evaluate outcome data.
4. Conduct monthly technical assistance conference calls and webinars to enrich coalition members' familiarity with community-based organization management and support.
5. Conduct in-person trainings to encourage cross-site problem-solving and learning and enhance coalitions' planning for program sustainability and internal organizational capacity.
6. Conduct in-person technical assistance visit to meet with coalition, see intervention taking place and determine if additional resources or guidance is needed in the implementation of the intervention or the coalition.

#### **E. Program Requirements**

Contractors are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the *Health and Human Services Commission (HHSC) Civil Rights Office* website at: <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil

Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, TX 78751  
Phone Toll Free (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free (877) 432-7232  
Fax: (512) 438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Contractors are required to conduct Project activities in accordance with the most recent *DSHS Standards for Public Health Clinic Services*.

Contractors may obtain a copy of the most recent *DSHS Standards for Public Health Clinic Services* which is posted on the DSHS website at:

<http://www.dshs.state.tx.us/gmb/dshsstndrds4clnicservs.pdf>.

In responding to the RFP, the respondent understands their responsibility to:

1. Identify the roles and responsibilities of the coalition members, including any resources members' organizations may contribute to the coalition.
2. Describe coalition mission, vision and relevant activities.
3. Conduct a sustainability assessment of the coalition and intervention and report on results to DSHS.
4. Conduct satisfaction surveys of coalition members and perform coalition evaluation and report on results to DSHS.
5. Identify target population and baseline demographic and health outcomes data to indicate need for specified intervention and to show progress over reporting period.
6. Write SMART objectives for the chosen intervention. SMART objectives are specific, measurable, achievable, realistic and time-bound.
7. Develop goals, outcomes for intervention, and timeline for proposed interventions.
8. Identify the evidence-based intervention the coalition will implement and the PPOR it addresses. The following information **must** accompany the proposal:
  - How the intervention addresses the PPOR identified as the highest priority

- How the intervention will be implemented in a way that involves community participation and is culturally appropriate for the identified population
  - Intervention title, location, and intervention description
  - The reliability of the intervention and its suitability to the respondent's community
  - Resources required for implementation
  - Preliminary plan for evaluation of the proposed intervention
  - If the intervention exactly follows the required intervention from Table 4, page 53, PPOR and Associated Required Interventions no additional citations are needed. If there are changes to the implementation strategy for the selected intervention, citations of evaluation data and studies describing the intervention and its positive outcomes must accompany the proposal. Current (published within the past 10 years) and relevant science and evidence-based peer-reviewed literature, medical professional resources, and government health and medical resources should be consulted.
9. Develop evaluation plan to include a monitoring system for target outcomes.
10. Report expected impact on target outcomes based on baseline assessment of key indicators.
11. Implement intervention and collect data on outcomes.
12. Coalition representatives must participate in monthly technical assistance webinars and two designees must attend in-person trainings and meetings.
13. Reports must be submitted on time and using template supplied by DSHS according to the deliverables schedule in the following table:

**TABLE 1: Deliverables and timeline for awardees**

Deliverable	Due Date
Awardee finalizes coalition composition and establishes MOU or MOA among coalition members and sends copies to DSHS.	12/12/2014
Awardee finalizes leadership structure of coalition and sends to DSHS list of coalition member names, contact information and role in coalition. Also included is a plan for meeting frequency, meeting location(s), recruitment and orientation strategy for new members.	12/12/2014
Awardee submits expanded evaluation plan. Expanded evaluation plan includes baseline data on key outcomes being tracked, indicators and outcomes for ongoing project monitoring.	01/26/2015
Awardee holds meeting of community stakeholders (not coalition) to educate broader community on the plan of action and submits meeting minutes to DSHS.	12/12/2014
Awardee Submits Mid-term sustainability assessment (11/01/2014-02/28/2014) to DSHS	03/23/2015
Awardee Submits results of mid-term coalition satisfaction survey to DSHS	04/10/2015
Awardee Submits Final Report including summative coalition evaluation and satisfaction survey (11/01/2014-07/01/2014) to DSHS	08/01/2015

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

### III. PROCUREMENT REQUIREMENTS

#### A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is Bill Walk. All communications concerning this RFP must be submitted by email (preferred), mail, hand-delivery, or fax to:

**Mailing Address for Regular Mail:**

Bill Walk  
Ref: RFP# **537-15-133393**  
Procurement and Contracting Services MC 2020  
Health and Human Services Commission  
4405 N. Lamar  
Austin, Texas 78756

**Physical Address for Overnight Mail or hand-delivery:**

Bill Walk  
Ref: RFP# **537-15-133393**  
Procurement and Contracting Services MC 2020  
Department of State Health Services  
4405 N. Lamar  
Austin, Texas 78756

**Phone and Fax Numbers:**

512/206-4793 phone  
512/206-4605 fax

**PCS Contact Email: *William.Walk@hhsc.state.tx.us***

Other employees and representatives of DSHS are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.D. Schedule of Events by **5:00PM Central Time (CT)**. Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by email (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: <http://esbd.cpa.state.tx.us>. Postings may be made as questions are answered; however, all questions will be answered and posted no later than 5:00 P.M. CT on the date specified in Section I D. Schedule of Events.

Below are steps to navigate the ESBD web site to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
  - a) For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
  - b) For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
  - c) In the Agency Requisition Number field, type **537-15-133393**
  - d) Leave the NIGP Class – Item Number field blank.
  - e) For the Order Results By field, select your preference from the pull down menu.
  - f) Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

PCS is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. PCS is the only office authorized to clarify, modify, amend, alter, or withdraw the Project requirements, terms, and conditions of this RFP.

## **B. Letter of Intent (LOI)**

Respondents planning to respond to this RFP must submit a letter of intent to submit a proposal no later than 5:00 PM CT on the date reflected in Section I. D. RFP Schedule of Events. The Letter of Intent must be on the Respondent's business letterhead using the template provided in Appendix D of this RFP. The letter must be received on or before the deadline by fax, emailed scanned image, mail or hand-delivery to the RFP Point of Contact and addresses reflected in Section III. A. PCS RFP Point of Contact. Mark "RFP # **537-15-133393**" on the envelope. **If a respondent does not comply with these requirements, any proposal that is subsequently submitted will not be eligible for competition.**

**NOTE: A submission of a LOI does not obligate the party to submit a proposal in the event that party decides not to participate in this RFP process. However, if a LOI is required, failure to submit the LOI by the due date will disqualify the proposal from competition.**

## **C. Proposal Tele-Conference**

DSHS will conduct a teleconference on the date identified in Section I.D. Schedule of Events from 3:00pm to 4:30pm CT. The purpose of this conference will be to discuss the requirements of the RFP, provide an overview of the PPOR analysis of the eligible communities, work to be performed under the contract, HUB requirements and address any other unanswered questions. The conference is for information purposes only. Any answers furnished will not be official until verified in writing by DSHS in the *Electronic State Business Daily* (ESBD) website at: <http://esbd.cpa.state.tx.us/>. Written questions may be submitted following the conference, and answers will be posted to ESBD. Refer to Section I.D. Schedule of

Events for the deadline to submit questions and the anticipated posting date of the answers on the ESBD.

DSHS strongly recommends, but does not require, attendance at the Proposal Conference. Any respondent considering subcontracting will benefit from the information regarding HUB Subcontracting Plan instructions and reporting.

#### **D. Proposal Due Date**

The proposal must be received on or before the following date and time:  
2:00 P.M. CT on the date specified in Section I. D. Schedule of Events.

#### **E. Submission**

The original proposal and **5** additional copies, and one digital (CD/flash drive) copy must be submitted **on or before the due date and time to the RFP Point of Contact at the address specified in Section III. A. RFP Point of Contact. DSHS will not accept proposals by fax or email.**

If a proposal is sent by overnight mail or hand-delivered to the address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section III. A. RFP Point of Contact.** This is the only official date and time stamp accepted as verification of receipt.

If a proposal is mailed, it is considered as meeting the deadline if it is delivered to the correct address as reflected in Section III. A. RFP Point of Contact and received on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

### **IV. PROPOSAL SCREENING AND EVALUATION**

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

#### **A. Screening Process**

Proposals are initially screened for eligibility and completeness. The preliminary screening or eligibility criteria requirements include the following:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A. Face Page.
3. Historically Underutilized Business (HUB) subcontracting plan that meets HUB requirements is included. **Note to All Respondents: Texas law provides that a proposal submitted in response to this RFP that does not contain a HUB subcontracting plan is non-responsive, in accordance with Texas Government Code § 2161.252.**
4. Form D: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.
5. Respondent is prohibited from submitting more than one proposal in response to this RFP.
6. Other preliminary screening criteria as needed and appropriate *[for example, receipt of LOI, if appropriate.]*

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

**PROPOSALS MAY BE EXCLUDED FROM REVIEW AND EVALUATION BASED ON THE SCREENING PROCESS OR ADMINISTRATIVE INFORMATION PROVIDED ON FORM D.**

## **B. Evaluation Process**

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of program staff, staff from the Office of Program Decision Support and staff from the contract management branch using the standard evaluation criteria and scoring values as outlined below. In addition, past performance may be used as evaluation criteria if there are quantitative performance measures available.

In the event an item of non-compliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

### **C. Evaluation Criteria**

The proposal will be evaluated using the following components:

#### **Proposal Components**

Form F: Respondent Background

Form G: Assessment Narrative

Form H: Performance Measures

Form I: Work Plan

Appendix A: Budget (All forms)

### **C. Selection, Negotiation, and Award**

Funding awards will be based on evaluation scores, availability of funds, area/community need and the best interest of the State in providing services under this RFP. The selection of respondents eligible to participate in this RFA opportunity is data-driven based on population and need. The 23 eligible counties are: Bell, Bexar, Brazoria, Cameron, Collin, Dallas, Denton, El Paso, Ector, Ft. Bend, Galveston, Gregg, Harris, Hidalgo, Jefferson, Lubbock, McLennan, Montgomery, Nueces, Tarrant, Travis, Webb, and Wichita. Eligible counties have more than 1,000 annual births, the highest number of pregnant women and newborns receiving Medicaid, and preterm birth rates higher than the state average.

The specific dollar amount awarded to each successful respondent will depend upon the merit and scope of the proposal and other best value considerations. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on Form E: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each proposed exception. DSHS will not consider exceptions submitted separately from the respondent's proposal or at a later date.

Respondents may expect to be notified by email if their proposal is selected for contract negotiations. If selected, the respondents will be contacted by program staff to arrange time for contract negotiations by teleconference. Contract negotiations

are intended to convey to the respondent DSHS's concerns with the proposal, recommendations for remediation, develop a timeline for remediation of the proposal and allow the respondent to clarify any concerns they may have about the proposal or the process. The remediated proposal will then be reviewed by DSHS for final approval as basis for the contract between the parties and the statement of work.

PCS will post to the ESBD a list of respondents whose proposals are selected for **final** award after negotiation. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose award is posted.

## **V. DSHS ADMINISTRATIVE INFORMATION**

### **A. Rejection of Proposals**

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.
2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS's review through contact with any Commissioner or staff member of DSHS or other Texas Health and Human Services agency will result in rejection of the proposal.
3. Any material misrepresentation in a proposal submitted to DSHS will result in rejection of the proposal.
4. Form D: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.
6. Proposals may be rejected for failure to submit a Letter of Intent according to instructions.

### **B. Right to Amend or Withdraw RFP**

DSHS reserves the rights to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or notice of withdrawal of the RFP will be posted to the ESBD.

### **C. Authority to Bind DSHS**

For the purposes of this RFP, the only individuals who may legally commit DSHS to the expenditure of public funds under the contract are the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, , or the employee designated to act in place of one of those employees through commissioner's directive relating to line of authority, CD-2005.02. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

### **D. Financial and Administrative Requirements**

## General Provisions

1. All contractors under this RFP must comply with the *Subrecipient DSHS General Provisions* posted on the ESD with this RFP. The Subrecipient General Provisions are also located at: <http://www.dshs.state.tx.us/grants/gen-prov.shtm>.

Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with its proposal. By signing the Form A: Face Page, respondent is agreeing to abide by the referenced General Provisions and DSHS Assurances and Certifications.

2. All contractors under this solicitation must comply with applicable cost principles, audit requirements, and administrative requirements. Form K. Financial Management and Administrative Questionnaire is required.

By accepting an award from the Department of State Health Services (DSHS) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and sub-grants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the DSHS award.

All DSHS contractors are required to maintain a financial management system that meets federal and state standards for expending and accounting for funds received under an award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each program attachment. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system.

Additional requirements on basic accounting and financial management systems are found in DSHS General Provisions, Allowable Costs and Audit Requirements and the DSHS Contractor Financial Procedures Manual. Copies of the procedures manual are available online at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. OMB Circulars may be found at <http://www.whitehouse.gov/omb/circulars>. Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs):[http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html)

Federal agency common rules: <http://www.whitehouse.gov/omb/grants/chart.html>

Code of Federal Regulations: <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>

Uniform Grant Management Standards:  
<http://governor.state.tx.us/files/state-grants/UGMS062004.doc>

Federal Department of Health and Human Services, Grants Policy Statement:  
<http://www.hhs.gov/grantsnet/adminis/gpd/>

## **E. Contracting with Subcontractors**

The selected contractor **may** enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. The contractor is responsible to DSHS for the performance of any subcontractor or sub-grantee.

If the selected respondent enters into contracts with vendor or subrecipient subcontractors, the documents must be in writing and must comply with the requirements specified in articles of the General Provisions posted on the ESBD in conjunction with this RFP.

## **F. DSHS Historically Utilized Business Participation**

**In accordance with Texas Government Code §2161.252, a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further evaluation. In addition, if DSHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.**

### **1. Introduction**

DSHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. DSHS has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on DSHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182, and DSHS's HUB policy and rules, DSHS is required to make a good faith effort to increase HUB participation in its contracts. DSHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## **2. DSHS's Administrative Rules**

DSHS has adopted the CPA's HUB rules as its own. DSHS's rules are located in Title 25, Part 1, Chapter 1, Subchapter N of the Texas Administrative Code, and the CPA rules are located in Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between DSHS's administrative rules and this RFP, the rules shall take priority.

## **3. Statewide Annual HUB Utilization Goal**

The CPA has established statewide HUB participation goals for different categories of contracts in 34 T.A.C. §20.13. In order to meet or exceed the HUB participation goals, DSHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This contract is classified as an Other Services contract under the CPA rule, and therefore has a HUB Annual Procurement Utilization Goal of 24.6 % per fiscal year.

## **4. Required HUB Subcontracting Plan**

In accordance with Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with 34 T.A.C. §20.14(a) (1) (C) of the HUB Rules. State agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

DSHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

DSHS shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, DSHS may, at its discretion allow revisions necessary to clarify and enhance information submitted in the original HSP.

If DSHS determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## **5. CPA Centralized Master Bidders List**

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders

List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

**NIGP Class/Item Code:**

- 948-00 Health Related Services
- 948-52 Infant Mortality Reduction Initiative
- 915-00 Communication & Media Related Services
- 852-90 Training and Instruction Services

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

DSHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

**6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract**

A HSP must demonstrate that the respondent made a good faith effort to comply with DSHS's HUB policies and procedures. The following subparts outline the items that DSHS will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

For step-by-step audio/video instructions on how to complete the HSP, you may also visit the CPA's website at: <http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

**6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots**

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

**6.2 Notify Potential HUB Subcontractors**

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

- 6.2.1.** Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.
- 6.2.2.** Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, or 4:

### **6.3 Method 1: Respondent Intends to Subcontract with only HUBs:**

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

### **6.4 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):**

The respondent must identify in the HSP the HUB protégé'(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to DSHS; and
- Identify areas of the HSP that will be performed by the protégé

DSHS will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a protégé(s), it does not need to provide notice to 3 HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with submission of a protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé, or,

### **6.5 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized; and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that has existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

### **6.6 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's

response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on DSHS's website under the Minority and Women Organization link.

- written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
  - a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file;

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified respondents for the HUB program.

### **Written Justification of the Selection Process**

DSHS will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. DSHS may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

### **6.7 Method 4: Respondent Does Not Intend to Subcontract**

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of

Work using its own resources. The respondent must agree to comply with the following if requested by DSHS:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow DSHS to conduct an on-site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

## **7. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, DSHS will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to DSHS by completing the HUB “Prime Contractor Progress Assessment Report.” This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency’s Contract Manager and/or HUB Program Office within 10 days of the contract award.

DSHS’s UTCs outline the procedures for changing the HSP, as well as the HSP compliance and reporting requirements. All changes to the approved HSP require prior DSHS approval. In general, if the contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program).

For this reason, DSHS encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow DSHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. DSHS may also report noncompliance to the CPA in accordance with the CPA’s Rules, §20.105 (relating to Debarment) and §20.106 (relating to Procedures for Investigations and Debarment).

## **G. Contract Information**

DSHS will monitor contractors' expenditures. A contractor's budget may be subject to a decrease for the remainder of the budget period if expenditure percentages are below the amount projected and determined by DSHS. Vacant positions existing after ninety (90) days may result in a decrease in funds. DSHS reserves the right to adjust the funding allocation to contractors pursuant to the terms of the contract.

## **H. Contract Award Protest Procedures**

- I. Respondents who feel aggrieved in connection with a contract award based on this RFP, must submit a written protest according to Texas Administrative code, is located at:
- J. [Texas Administrative Code, Title 1, Part 15, Chapter 392, Subchapter C](#) outlines the Health and Human Services Commission's respondent protest procedures.

### VI. PROPOSAL CONTENT

#### A. Instructions for Preparation

The proposal must be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and **5** additional copies unbound and one CD or flash drive (An electronic copy must be included) , but secured with binder clips or rubber bands;
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than 12-point font on 8 1/2" x 11" paper with 1" margins;
- Black print on white paper;
- Blank forms provided in **SECTION VII. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided.
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A: Face Page.
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.

Specific instructions for each required section are provided. Instructions for completing forms are found on each form.

#### B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored.** If any information is marked as confidential in the proposal, DSHS will determine whether the requested information may be excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this

RFP are subject to release as public information unless any proposal or specific parts of any proposal can be shown to be exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

### **C. Table of Contents**

**THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:**

- Form A. Face Page - Proposal for Financial Assistance
- Form B. Proposal Table of Contents and Checklist
- Form C. Contact Person Information
- Form D. Administrative Information – attach required information
- Form E. Exceptions Form
- Form F. Respondent Background
- Form G. Assessment Narrative
- Form H. Performance Measures
- Form I. Work Plan
- Form J. Child Support Certification
- Form K. Financial Management and Administration Questionnaire
- Appendix A. Budget – Budget Section forms and instructions are posted separately on ESBD
- Appendix C. HUB Subcontracting Plan
- Appendix D. Letter of Intent
- Appendix E. Other Forms and Requirements

### **VII. BLANK FORMS AND INSTRUCTIONS**



**Department of State Health Services**

**FORM A: FACE PAGE**

**Proposal for Financial Assistance RFP # 537-15-133393**

*This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.*

**RESPONDENT INFORMATION**

<b>1) LEGAL BUSINESS NAME:</b>	
<b>2) MAILING Address Information</b> (include mailing address, street, city, county, state and 9-digit zip code):	Check if address change <input type="checkbox"/>
<b>3) PAYEE Name and Mailing Address, including 9-digit zip code</b> (if different from above):	Check if address change <input type="checkbox"/>
<b>4) DUNS Number (9-digit) required if receiving federal funds:</b>	
<b>5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):</b>	
<small>*The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>	
<b>6) TYPE OF ENTITY</b> (check all that apply):	
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*
<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization
	<input type="checkbox"/> Faith Based (Nonprofit Org)
	<input type="checkbox"/> Individual
	<input type="checkbox"/> Federally Qualified Health Centers
	<input type="checkbox"/> State Controlled Institution of Higher Learning
	<input type="checkbox"/> Hospital
	<input type="checkbox"/> Private
	<input type="checkbox"/> Other (specify): _____
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>	
<b>7) PROPOSED BUDGET PERIOD:</b>	Start Date: <b>11/01/2014</b> End Date: <b>08/31/2015</b>
<b>8) COUNTIES SERVED BY PROJECT:</b>	
<b>9) AMOUNT OF FUNDING REQUESTED:</b>	<b>11) PROJECT CONTACT PERSON</b>
<b>10) PROJECTED EXPENDITURES</b>	Name: Phone: Fax: Email:
Does respondent's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for respondent's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
<small>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</small>	<b>12) FINANCIAL OFFICER</b>
	Name: Phone: Fax: Email:
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in <b>APPENDIX B: DSHS Assurances and Certifications</b> . I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.	
<b>13) AUTHORIZED REPRESENTATIVE</b>	Check if change <input type="checkbox"/>
Name: Title: Phone: Fax: Email:	<b>14) SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>
	<b>15) DATE</b>

## FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX B: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.
- 2) **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: <http://fedgov.dnb.com/webform>. **Failure to provide DUNS number may result in a disqualified proposal and/or contract.**
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at [https://fm.xcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS\\_Guide\\_0409.pdf](https://fm.xcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf) and check all other boxes that describe the entity.  
  
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)  
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii  
Institutions of higher education as defined by §61.003 of the Education Code.  
MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.  
If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If respondent's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.



**FORM B: PROPOSAL TABLE OF CONTENTS AND CHECKLIST**

**Legal Business Name of Respondent:** \_\_\_\_\_

*This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to indicate page number.*

<b>FORM</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>	<b>Not Applicable</b>
<b>A</b>	Face Page - completed, and proper signatures and date included	<input type="checkbox"/>		
<b>B</b>	Proposal Table of Contents and Checklist - completed and included	<input type="checkbox"/>		
<b>C</b>	Contact Person Information - completed and included	<input type="checkbox"/>		
<b>D</b>	Administrative Information - completed and included (with supplemental documentation attached if required)	<input type="checkbox"/>		
<b>E</b>	Exceptions Form - completed and included (with supplemental documentation attached if required)	<input type="checkbox"/>		
<b>F</b>	Respondent Background - included	<input type="checkbox"/>		
<b>G</b>	Assessment Narrative – included	<input type="checkbox"/>		
<b>H</b>	Performance Measures - included	<input type="checkbox"/>		
<b>I</b>	Work Plan – included [ ]	<input type="checkbox"/>		
<b>J</b>	Child Support Form <b>[required – applies to for-profit entities only]</b>	<input type="checkbox"/>		<input type="checkbox"/>
<b>K</b>	Financial Management and Administration Questionnaire	<input type="checkbox"/>		<input type="checkbox"/>
<b>- APPE NDIX A</b>	Budget Summary Form and Detail Pages- down load from ESBD completed and included (with most recently approved indirect cost agreement and letters of good standing if applicable)	<input type="checkbox"/>		
<b>APPE NDIX C</b>	HUB Subcontracting Plan	<input type="checkbox"/>		<input type="checkbox"/>
<b>APPE NDIX E</b>	Other [name program forms or required documents] - signed and included	<input type="checkbox"/>		<input type="checkbox"/>

**Do not return the DSHS Assurances and Certifications.**

**FORM C: CONTACT PERSON INFORMATION**

**Legal Business Name  
of Respondent:** \_\_\_\_\_

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Contract Management Unit**.*

<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ Ext. _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ Ext. _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ Ext. _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ Ext. _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ Ext. _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____

## FORM D: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information **or provide the required supplemental document behind this form**. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

**NOTE: Administrative Information may be used in screening and/or evaluating proposals.**

---

Legal Business Name  
of Respondent: \_\_\_\_\_

### Identifying Information

**1. The respondent must attach the following information:**

**If a Governmental Entity complete Form D-1.**

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

**If a Nonprofit or For Profit Entity complete Form D-2.**

- Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
- Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

**2. Is respondent a nonprofit organization?**

YES     NO

*If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.*

- (a) A copy of a currently valid IRS exemption certificate.
- (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (c) A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

**FORM D: ADMINISTRATIVE INFORMATION continued**

**Conflict of Interest and Contract History**

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

- 3. Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

YES     NO

*If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)*

- 4. Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

YES     NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

- 5. Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

YES     NO

*If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)*

6. Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

7. Are any proposed personnel related to any current or former employees of DSHS or HHSC?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

8. Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

9. If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?

YES  NO

10. Is respondent or any member of respondent's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
  - Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- In default on an agreed repayment schedule with any funding organization?

YES  NO

*If YES, please explain. (Attach no more than one additional page.)*

11. Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

YES  NO

*If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.*

12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

YES  NO

*If YES, please explain. (Attach no more than one additional page.)*

13. Has respondent had a contract with DSHS within the past 24 months?

YES  NO

*If YES, list the DSHS contract and attachment number(s):*  
DSHS Contract Number(s)

***If NO, respondent must be able to demonstrate fiscal solvency.*** Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.

**ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM D, SHOULD BE INSERTED HERE.**

**FORM D-1: GOVERNMENTAL ENTITY**

**Authorized Officials**

**Legal Business**

**Name of** \_\_\_\_\_

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____

**FORM D-2: NONPROFIT OR FOR-PROFIT ENTITY**

**Board of Directors and Principal Officers**

**Legal Business**

**Name of** \_\_\_\_\_

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<hr/>	
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<hr/>	
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____
<hr/>	
<b>Name:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>Email:</b> _____	_____

**FORM E: EXCEPTIONS FORM**

**FORM E: EXCEPTIONS FORM**

RFP # 537-15-133393

**This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.**

**Respondent must submit this form with their response.**

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

**If no exceptions are being requested, check this box and leave the table below blank**

**FORM E: EXCEPTIONS FORM**

**RFP # 537-15-133393**

**TABLE OF EXCEPTIONS**

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

## FORM F: RESPONDENT BACKGROUND

The following table lists the communities eligible to participate in this RFP and the counties included in each Community Statistical Area. Please note that organizations applying for this RFP may be located in an adjacent county but the coalition intervention must serve the counties listed below and take place in that county. The list of Perinatal Periods of Risk identified for each Community Statistical Area is located in Appendix E, Table 7, page 94, Recommended Interventions for Each Community Statistical Area. Also located in Appendix E, Table 6, page 92, is PPOR Analysis by Community Statistical Area which includes more detailed analyses of birth and death data for eligible counties.

**TABLE 2. Eligible Communities**

DSHS Health Service Region (HSR)	Eligible Community Statistical Areas	Counties
HSR 1	Amarillo-Borger	Armstrong, Carson, Hutchinson, Oldham, Potter, Randall
	Lubbock-Levelland	Crosby, Hockley, Lubbock, Lynn
HSR 2/3	Dallas-Plano	Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall
	Fort Worth-Arlington	Hood, Johnson, Parker, Somervell, Tarrant, Wise
	Dallas Outlying	Cooke, Grayson, Henderson, Hopkins, Navarro, Palo Pinto
HSR 4/5N	Longview-Marshall	Gregg, Harrison, Rusk, Upshur
	Tyler-Jacksonville	Cherokee, Smith
HSR 6/5S	Beaumont-Port Arthur	Hardin, Jefferson, Newton, Orange
	Galveston	Galveston
	Houston-Woodlands	Austin, Brazoria, Chambers, Fort Bend, Harris, Liberty, Matagorda, Montgomery, Trinity, Walker, Waller, Washington, Wharton
HSR 7	Austin-Round Rock	Bastrop, Caldwell, Hays, Travis, Williamson
	Bryan-College Station	Brazos, Burleson, Robertson
	Killeen-Temple	Bell, Coryell, Lampasas
	Waco	Falls, McLennan
HSR 8	San Antonio-New Braunfels	Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, Wilson
	Victoria-Port Lavaca	Calhoun, Goliad, Victoria
HSR 9/10	El Paso-Las Cruces	El Paso, Hudspeth
	Midland-Odessa	Ector, Martin, Midland
HSR 11	Brownsville-Harlingen-Raymondsville	Cameron, Willacy

DSHS Health Service Region (HSR)	Eligible Community Statistical Areas	Counties
	Corpus Christi-Kingsville-Alice	Aransas, Jim Wells, Kenedy, Kleberg, Nueces, San Patricio
	Laredo	Webb
	McAllen-Edinburg	Hidalgo, Starr

### **Coalition Expectations**

Awardees will create a coalition or enhance an existing coalition that will implement an evidence-based intervention to reduce preterm births and infant mortality in the local community.

The awardee's coalition must include at least one representative, as evidenced by letters of support included with the proposal, of each of the following:

- Local Health Department
- Public and/or Private Hospital
- Local March of Dimes Chapter (if one exists)
- Healthcare Provider
- Local Elected Official
- Local Healthy Start Office, Early childhood coalition or home visiting organization (if one exists)
- Community-Based Organization
- Local business
- Minority community representative
- School Health Advisory Committee member and/or representative from local school district
- Public Health/Nursing/Social Work/Medical School University research partner
- Member of community being served / Program participant / Consumer of intervention services
- Faith community representative
- Parent representative

The following are also recommended but not required members of the awardee's coalition.

- Fatherhood/partner involvement organization
- Breastfeeding coalition representative
- Heart and Stroke Healthy City or other chronic disease prevention coalition representative
- DSHS MHSA tobacco and/or substance abuse education specialist
- Social marketing, communications expert
- Local WIC Clinic representative
- Workforce development representative
- Service organizations (United Way, Fraternities or Sororities, Rotary, etc.)
- Local library representative
- Local arts community representative

In releasing this RFP, DSHS hopes to see communities engaging program participants to move the needle on birth outcomes that have been recalcitrant to traditional interventions. As such, DSHS has great expectations of the coalitions not only in the implementation of

interventions but in mobilizing their communities and stirring public interest in infant mortality reduction. Best practice research on coalitions shows that those that meet regularly, include program service recipients, and have a common vision are most successful at lasting change. The potential for development of a network of robust maternal-infant health coalitions around the state is great and requires careful cultivation.

HTB Local Coalitions selected for awards are expected to meet monthly at a minimum, should have a leadership structure in place within three months of receiving an award and should maintain a membership attendance at coalition meetings of 75% or more. Each coalition is expected to implement their intervention using a rapid cycle quality improvement process. DSHS requires that coalitions use the IHI Innovation Series white paper as a guide to this process (*The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement™*. Boston: Institute for Healthcare Improvement; 2003). Use of this structured approach to quality improvement and collaborative decision-making and program planning will assure community-based participation and an intervention that is implemented in a culturally appropriate way. DSHS has chosen to pre-select interventions for the coalitions based on the PPOR analysis and also to expedite the initiation of program activities. Having multiple sites implementing the same intervention will also allow DSHS to perform cross-site comparisons for evaluation purposes.

In addition to the outcomes identified for the intervention, DSHS will track process outcomes of the coalition in order to support the development of sustainable coalitions. Each coalition should be prepared to conduct a member satisfaction survey at mid-point and near the end of the funding period and use the results to improve the coalition's function if indicated. The evaluation of the coalition's process outcomes and the satisfaction survey will be developed by DSHS in collaboration with the coalitions.

Coalitions should make efforts to raise awareness in their communities of their coalition's mission and activities so its purpose and identity are clear to the public. DSHS recommends use of media to enhance the coalition's visibility in the community. Tools such as websites and social media can be used to strengthen the coalition's identity. DSHS also recommends that coalitions conduct awareness-raising activities on topics pertinent to their mission, such as webinars, teleconferences, brown bag lunches, community summits or hosting a speaker's bureau. Audiences for these presentations may be medical, public health and social services professionals, community health workers and *promotores*, or men and women of childbearing age.

In addition, DSHS may conduct monthly Technical Assistance webinars/calls with coalitions. Coalition representatives are expected to maintain attendance at 100% of these calls, as they are not only opportunities for learning but also for reporting on successes and challenges of the coalitions. DSHS may conduct site visits with each of the coalitions to determine if additional technical assistance or resources are needed, to meet coalition members and to review the progress of the intervention with the coalition leadership. Respondents should include in their proposed budget attendance at two two-day workshops in Austin for two members of each coalition in their proposed budgets. Coalition representatives are also expected to attend and support any Healthy Texas Babies or Someday Starts Now events taking place in their local communities.

Coalitions are responsible for submission of quarterly progress reports and a final report. The

final report will be a cumulative summary of the coalition's experience and outcomes of its intervention. The format of these reports will be developed by DSHS in consultation with each site. In responding to the RFP, respondents should be as specific as possible about the evaluation plan. After being selected for a contract, respondents will have three months to develop metrics and an expanded evaluation plan to describe progress and achievement of outcomes. DSHS will use these evaluation plans to develop a standard reporting template for each site's intervention. The outcomes identified as priority for each PPOR in Table 5, page 57, PPOR Crosswalk, should be included. Coalitions will also be asked to conduct a sustainability assessment for their coalition and their intervention at mid-term in place of a mid-term report.

Please complete Form F-1: RESPONDENT BACKGROUND: Coalition Membership to describe the coalition. If a member category is not currently represented on the coalition, please note "None" and explain the efforts made to incorporate that member into the coalition and planned timeline for members to be secured. If there is no representative available to fill a specific role (eg. no March of Dimes representative in that area) please make note of that in the form. Please include a letter from each representative that acknowledges their participation as a coalition member and describes their role on the coalition and any resources they or their organization will contribute. Additional pages may be attached if needed.



**FORM F-1. RESPONDENT BACKGROUND: Coalition Membership**

List the names of all existing or proposed organizations and their representatives who will be part of the coalition (expand the fields as necessary). Explain the role and responsibilities of each coalition member on the coalition. Please attach a letter of support from each coalition member.

<p><b>Required Membership</b> Below are required members of each Healthy Texas Babies Local Coalition</p>	<p><b>Organizations</b> List the name of the organizations below</p>	<p><b>Representatives</b> List the names of representatives from each corresponding organization below with their contact information (address, email and phone number)</p>	<p><b>Roles and Responsibilities</b> List the roles and responsibilities, including any resources being offered, of each coalition member.</p>
<ul style="list-style-type: none"> <li>a. Local Health Department</li> <li>b. Public and/or Private Hospital</li> <li>c. Local March of Dimes Chapter (if one exists)</li> <li>d. Healthcare Provider</li> <li>e. Local Elected Official</li> <li>f. Local Healthy Start Office (if one exists)</li> <li>g. Community-Based Organization</li> <li>h. Local business</li> <li>i. Minority community representative</li> <li>j. School Health Advisory Committee member and/or representative from local school district</li> <li>k. Public Health/Nursing/Social Work/Medical School University research partner</li> <li>l. Member of community being served / Program participant / Consumer of intervention services</li> <li>m. Faith community representative</li> <li>n. Parent representative</li> </ul>	<ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> <li>d.</li> <li>e.</li> <li>f.</li> <li>g.</li> <li>h.</li> <li>i.</li> <li>j.</li> <li>k.</li> <li>l.</li> </ul>	<ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> <li>d.</li> <li>e.</li> <li>f.</li> <li>g.</li> <li>h.</li> <li>i.</li> <li>j.</li> <li>k.</li> <li>l.</li> </ul>	<ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> <li>d.</li> <li>e.</li> <li>f.</li> <li>g.</li> <li>h.</li> <li>i.</li> <li>j.</li> <li>k.</li> <li>l.</li> </ul>

Explain how roles and responsibilities were communicated to each coalition member. If representatives are missing explain efforts made to secure their membership and timeline for their involvement. Attach examples of documentation shared with invited coalition members if needed:

**FORM F-2: RESPONDENT BACKGROUND: Coalition Mission and Vision**

Please describe the coalition’s mission and vision as well as a short summary of relevant activities. If the coalition will be newly-formed with the funding from this grant, please indicate the group is newly-formed and describe the group’s proposed mission and vision at this point.

<b>Mission</b>	
<b>Vision</b>	
<b>Activities to Date</b>	

**FORM G: ASSESSMENT NARRATIVE**

Multiple data sources and assessments exist for many communities. A Perinatal Periods of Risk (PPOR) analysis was completed by DSHS for the communities eligible for this RFP and the results are intended to guide the community’s intervention implementation. Respondent is encouraged to augment this information with additional demographic information about the community to put the intervention in context and validate the appropriateness of the intervention for the community. A maximum of **2** additional pages may be attached if needed.

Respondents must use the Perinatal Periods of Risk (PPOR) analysis to address efforts to reduce preterm birth and infant mortality in their community. More information on the PPOR approach is available at: [www.citymatch.org/projects/perinatal-periods-risk-ppor](http://www.citymatch.org/projects/perinatal-periods-risk-ppor).

PPOR is a method to identify communities at risk and engage the community to improve the health of women, children and families. Based on linked birth-death records, this approach stratifies fetal and infant death into one of four periods of risk. Each of the four periods of risk can be linked to interventions to address the period of risk. Table 3 (below) identifies the four PPOR periods of risk, the weight and age associated with each period of risk.

**TABLE 3: Matrix of PPOR risk period, weight and age associated with each risk period.**

	Fetal Death	Neonatal	Post-neonatal
500-1499 g	Maternal Health/ Prematurity		
1500+ g	Maternal Care	Newborn Care	Infant Health

PPOR mapping of feto-infant mortality enables communities to identify and further investigate periods of risk in which there are the greatest opportunities for local impact. Follow-up investigations provide in-depth information and strategic direction for targeted prevention of fetal and infant mortality.

Each community’s PPOR profile describes the period of greatest risk for infant mortality. Each Period of Risk is associated with one required intervention area and minimum required intervention outcomes. Additional intervention outcomes can be proposed and included by the contractor as part of the evaluation plan, but required outcomes must be monitored and reported on for this contract. The selection of a program model to address the required intervention area is at the discretion of the contractor and must be evidence-based. As such,

the contractor must include with the RFA response any literature review conducted to assess the reliability of the selected intervention, its successes and evaluation measures and citations for the articles that point to the intervention as a best or promising practice. Suggested resources for selection of interventions include Towards Improving the Outcome of Pregnancy III, the CityMatCH website, AMCHP's Innovation Station, Before, Between and Beyond Pregnancy's Preconception Clinical Toolkit, the Cochrane Collaboration, and the Prematurity Prevention Resource Center of the March of Dimes. Programs with documented success among a similar population on the outcomes under consideration will be more competitive.

### **PPOR Analysis**

Infant mortality is an important indicator of the current population's health status and also predicts the health of the newest generation (NCHS, 2001). The PPOR analysis allows communities to utilize data to determine the main causes of infant death in their communities and determine whether the deaths are mostly due to problems with the health of the mother before and during pregnancy, the quality of services available during and immediately after delivery, or the health and care of the infant in the first year of life. Communities will be able to identify potential gaps in service and target activities to improve perinatal health and reduce infant mortality using PPOR analysis data.

The PPOR approach uses a reference group of mothers with healthy outcomes to calculate differences in excess fetoinfant mortality. The reference group is a sub-population that represents at least 15% of the population. The reference group is typically non-Hispanic white women, aged 20 or older with 13 or more years of education. The PPOR approach assumes that while not all deaths are preventable, some are, and focuses on those "excess deaths," or deaths that exceed the reference group norm.

PPOR also uses birth weight and age of death to classify fetoinfant mortality into four strategic prevention areas, or perinatal periods of risk: (1) maternal health and prematurity; (2) maternal care; (3) newborn care; and (4) infant health. Very low birth weight-related deaths can best be prevented by addressing maternal health issues and by preventing and treating prematurity. For higher birth weight-related deaths, fetal deaths can best be prevented by providing quality maternity care. Neonatal deaths can most effectively be prevented by improving newborn clinical care, and post-neonatal deaths can best be prevented by improving infant health through injury prevention, safe sleep and improving protective factors such as breastfeeding.

Mapping PPOR excess mortality data enables high priority geographic areas to be stratified by their greatest periods of risk. Such analyses and planning efforts enable communities to prioritize efforts and direct resources to those periods of highest risk and areas where the greatest changes can be made. DSHS has taken the first step in performing the PPOR analysis using linked birth and death certificate data for each targeted community.

### **Selected Interventions**

DSHS has identified priority interventions to be implemented based on the PPOR for each community; select communities have two PPORs identified as equal in priority. Proposals which do not describe implementation of one of the priority PPORs will not be considered. Proposals must clearly describe how the chosen intervention will address and monitor progress toward the Outcomes associated with each intervention.

Respondents will select **only one intervention** to address the period of highest risk identified for their community. Note that selected communities have two priority PPORs identified and respondents **must choose** to address only one of these PPORs. Communities with only one priority PPOR identified must address that priority PPOR only. If the coalition determines it has the interest and capacity to address a second PPOR intervention during the course of the funding term, please note that no funds from this award can be directed towards that purpose. The funding provided through this award is to be used to implement a single intervention, which should be the priority intervention with the priority population identified in the PPOR analysis conducted by DSHS.

It is vital to DSHS that the interventions and the presence of HTB local coalitions represent the diversity and diverse experiences of populations from all areas of the state. The PPOR Crosswalk in Table 5, page 57, defines the priority population for each period of risk as determined by the PPOR analysis. The proposal should address how the selected intervention will be focused on the priority population.

**TABLE 4. PPOR and Associated Required Interventions**

<b>Perinatal Period of Risk (PPOR)</b>	<b>Required Intervention</b>
<b>Maternal Health/Prematurity</b>	<p><b>Comprehensive integrated preconception/ inter-conception health care</b>            Programs should have a two-pronged approach to provide comprehensive pre- and inter-conception care to community residents:</p> <ul style="list-style-type: none"> <li>• A clinical intervention to increase preconception and inter-conception care among primary care providers with use of a preconception/inter-conception toolkit with women of childbearing age. Preconception care should be integrated into routine primary care so providers approach “every woman, every time” with questions about pregnancy intention, resources and anticipatory guidance. The intervention should involve providers in designing the toolkit’s dissemination plan so that buy-in is assured and the program is effective in its reach. The intervention should involve promotion of the Preconception Toolkit developed by the Georgia Division of Public Health and Emory University School of Medicine and the provider algorithms and preconception guidelines developed by the Every Woman California Inter-conception Care Project, as well as the Someday Starts Now Life Planning Tool developed by DSHS.</li> <li>• The clinical intervention should be complemented by a coordinated rapid-cycle quality improvement project using the Breakthrough Series Collaborative model developed by the Institute for Healthcare Improvement (IHI) involving the coalition, community stakeholders and providers. The project should focus on increasing entry into primary care by women of childbearing age so they can engage in preconception health care.</li> </ul> <p><b>Citations:</b>            Moos M-K, Dunlop AL, Jack BW, Nelson L, Coonrod DV, Long R, Boggess KA, Gardiner PP. <i>Healthier women, healthier reproductive outcomes: Recommendations for the care of all women of childbearing age.</i> <u>American Journal of Obstetrics &amp; Gynecology</u> 2008; 199; 6(Supp 2): S280-9.            Dunlop AL, Jack BW, Bottalico JN, Lu MC, James A, Shellhaas CS, Hallstrom LH-K, Solomon BD, Feero WG, Menard MK, Iams JD. <i>The clinical content of preconception care: Women with chronic medical conditions.</i> <u>American Journal of</u></p>

<b>Perinatal Period of Risk (PPOR)</b>	<b>Required Intervention</b>
	<p><u>Obstetrics &amp; Gynecology</u> 2008; 199; 6(Supp 2): S310-27.</p> <p>Emory University School of Medicine Preconception Toolkit – <a href="http://fpm.emory.edu/preventive/research/projects/index.html">http://fpm.emory.edu/preventive/research/projects/index.html</a></p> <p>Every Woman California Provider Algorithms – <a href="http://everywomancalifornia.org/content_display.cfm?categoriesID=120&amp;contentID=359">http://everywomancalifornia.org/content_display.cfm?categoriesID=120&amp;contentID=359</a></p> <p>Every Woman California Preconception Guidelines - <a href="http://everywomancalifornia.org/content_display.cfm?categoriesID=97&amp;contentID=360">http://everywomancalifornia.org/content_display.cfm?categoriesID=97&amp;contentID=360</a></p> <p>Someday Starts Now Life Planning Tool. Texas Department of State Health Services, Healthy Texas Babies initiative. Accessed online Spet 27, 2013 at <a href="http://www.somedaystartsnow.com">www.somedaystartsnow.com</a>.</p> <p><i>The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement.</i> IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003.</p>
<b>Maternal Care</b>	<p><b>Group Prenatal Care / Centering Pregnancy®</b></p> <p>Programs should implement group prenatal care or Centering Pregnancy®. Group prenatal care has been shown to enhance perinatal outcomes, particularly among African American women. Programs should engage in rapid-cycle quality improvement using the Breakthrough Series Collaborative model developed by IHI in order to enhance the awareness of, access to and provision of group prenatal care in their communities and ensure its success and uptake by program participants.</p> <p><b>Citations:</b></p> <p>Ickovics, J. R., Kershaw, T. S., Westdahl, C., Magriples, U., Massey, Z., Reynolds, H., &amp; Rising, S. S. (2007). Group prenatal care and perinatal outcomes: A randomized controlled trial. <i>Obstetrics and Gynecology</i>, 110(2 Pt 1), 330.</p> <p><i>The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement.</i> IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003.</p>
<b>Newborn Care</b>	<p><b>Comprehensive Newborn Care Support</b></p> <p>The Texas Ten Step Star Achiever Training Toolkit was designed to assist hospitals in pursuing Texas Ten Step Designation, a first step towards WHO Baby Friendly Hospital status. However, the evidence-based recommendations described by the toolkit are just as relevant for families after they leave the hospital. Programs should adapt the Texas Ten Step Star Achiever Training Toolkit for their communities, focusing on Steps 3, 4, 7, 8 and 10. These five steps, when applied to the community, outline the importance of responsive care among new parents, and provide guidance about many of the problems with feeding, sleep and infant safety that contribute to poor newborn health. Coalitions should engage in rapid-cycle quality improvement using the Breakthrough Series Collaborative model developed by IHI to adapt the Star Achiever Toolkit and disseminate it effectively in the community. Coalitions should make concrete efforts to connect with hospitals and encourage/support hospital-based adoption of all ten steps. Implementation of the recommendations should be culturally competent, appropriate for the community and collaborative in nature. The coalition will not be responsible for the hospital's adoption of the Ten Steps, but should foster a relationship that allows</p>

<b>Perinatal Period of Risk (PPOR)</b>	<b>Required Intervention</b>
	<p>hospitals to see the value in the Ten Steps and feel supported in implementing them.</p> <p><b>Citations:</b>  <i>Texas Ten Step Star Achiever Training Toolkit. Texas Department of State Health Services. Accessed online Sept 27, 2013 at <a href="http://texastenstep.org/starachiever-texastenstep/">http://texastenstep.org/starachiever-texastenstep/</a>.</i>  <i>The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement. IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003.</i></p>
<b>Infant Health</b>	<p><b>Comprehensive Integrated SIDS Prevention</b></p> <p>Respondents should focus efforts on safe sleep and breastfeeding promotion to decrease rates of SIDS/SUID. The Eunice Kennedy Shriver National Institute for Child Health and Human Development developed a Back to Sleep Toolkit for specific audiences (African Americans, American Indian/Alaskan Natives, etc.) based on the 2005 American Academy of Pediatrics recommendations. The Safe to Sleep Campaign, launched in 2012, revitalized the Back to Sleep Campaign which had successfully reduced the SIDS rate in the US by 50% since 1994. Coalitions should focus efforts on utilization of Safe to Sleep campaign materials appropriate for their communities, including use of printed materials, training guides, and other outreach materials. Community-level efforts should be complemented by outreach to providers (prenatal, pediatric, lactation support, doulas) to promote the Texas Health Steps Safe Sleep online learning module and associated materials. The Safe to Sleep messaging should be accompanied by institutional-level change in hospitals and among employers. Breastfeeding is the only known mechanism to actively protect against SIDS-related death. Therefore coalitions should work with local employers and hospitals to encourage and support their pursuit of breastfeeding-friendly environments. Employers should be encouraged to become Mother Friendly Worksites. Hospitals should be encouraged to become Texas Ten Steps Hospitals. Coalitions should organize their efforts and work efficiently and collaboratively with stakeholders by undertaking the Breakthrough Series Collaborative model developed by IHI.</p> <p><b>Citations:</b>  Eunice Kennedy Shriver National Institute of Child Health and Human Development, NIH, DHHS. (2009). Babies Sleep Safest on Their Backs: A Resource Kit to Reduce the Risk for SIDS in African American Communities (Includes Training Guides, 10 Brochures, 10 Doorhangers, 5 Magnets) (NA). Washington, DC: U.S. Government Printing Office.  Mother-Friendly Worksite Program. Texas Department of State Health Services. Accessed online Sept 27, 2013 at <a href="http://www.texasmotherfriendly.org/">http://www.texasmotherfriendly.org/</a>.  <i>Texas Ten Step Program. Texas Department of State Health Services. Accessed online Sept 27, 2013 at <a href="http://texastenstep.org/#">http://texastenstep.org/#</a>.</i>  <i>Texas Ten Step Star Achiever Training Toolkit. Texas Department of State Health Services. Accessed online Sept 27, 2013 at <a href="http://texastenstep.org/starachiever-texastenstep/">http://texastenstep.org/starachiever-texastenstep/</a>.</i></p>

Perinatal Period of Risk (PPOR)	Required Intervention
	<p><i>Texas Health Steps Free Online Provider Education. Texas Department of State Health Services. Accessed online Sept 27, 2013 at <a href="http://www.txhealthsteps.com/cms/?q=catalog/course/1997">http://www.txhealthsteps.com/cms/?q=catalog/course/1997</a>.</i></p> <p><i>The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement. IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003.</i></p>
	<p><b>Comprehensive Tobacco Exposure Prevention/ Parental Tobacco Cessation</b></p> <p>Smoking in the home increases the risk of death from SIDS and SUID and mothers who smoke prenatally have increased risk of complications during pregnancy, delivery and in the post-partum period. Coalitions should focus efforts on a strategy to reduce smoking among parents and caregivers. Providers should be targeted as effective conveyors of smoking cessation messaging and planning through use of the DSHS Clinical Toolkit for Treating Tobacco Dependence and through increased referrals to the Quitline. Coalitions should complement the clinical efforts to reduce smoking by implementing the DSHS Community Tobacco Prevention and Control Toolkit. Coalitions working on this intervention must involve the local tobacco cessation coalition. Coalitions should organize their efforts and work efficiently and collaboratively with stakeholders by undertaking the Breakthrough Series Collaborative model developed by IHI.</p> <p><b>Citations:</b></p> <p>A Clinical Toolkit for Treating Tobacco Dependence. Texas Department of State Health Services; Health Promotion and Chronic Disease Prevention. Accessed online Sept 27, 2013 at <a href="http://www.dshs.state.tx.us/tobacco/toolkit.shtm">http://www.dshs.state.tx.us/tobacco/toolkit.shtm</a>.</p> <p>Community Prevention and Control Toolkit. Texas Department of State Health Services; Health Promotion and Chronic Disease Prevention. Accessed online Sept 27, 2013 at <a href="http://www.dshs.state.tx.us/tobacco/bestpractices/">http://www.dshs.state.tx.us/tobacco/bestpractices/</a>.</p> <p><i>The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement. IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003.</i></p>

**TABLE 5. PPOR Crosswalk**

Perinatal Period of Risk	Priority Population	Required Intervention	Recommended Performance Measures
<p><b>Maternal Health/ Prematurity</b></p> <p>20 weeks pregnancy through 365 days for fetuses or infants weighing 500-1499 grams (Very Low Birth Weight) at delivery</p>	<p>African Americans, Hispanics, and/or Teens of all ethnicities</p>	<p>Comprehensive integrated preconception/ inter-conception health care (community-based peer-led preconception/inter-conception training &amp; preconception provider toolkit implementation)</p> <p>(References: TIOPIII and HP2020)</p>	<ul style="list-style-type: none"> <li>• Increased proportion of women with a preventive health screening and assessment in the year prior to pregnancy</li> <li>• Increased number of women who have developed a reproductive life plan and have discussed it with a physician</li> <li>• Increased number of provider encounters that include preconception counseling</li> <li>• Decrease in alcohol consumption prior to pregnancy</li> <li>• Decrease in drug use prior to pregnancy</li> <li>• Decrease in pre-pregnancy overweight and obesity</li> <li>• Decreased proportion of women with uncontrolled or poorly-controlled diabetes prior to pregnancy</li> <li>• Decreased proportion of women with uncontrolled or poorly-controlled hypertension prior to pregnancy</li> <li>• Reduced rate of pregnancies occurring within &lt; 24 months of a previous completed birth</li> <li>• Decreased rate of repeat pregnancy among teen mothers</li> <li>• Decreased proportion of women with repeat adverse birth outcomes</li> <li>• Increased number of women of childbearing age reporting daily ingestion of folic acid supplements ≥400mcg</li> </ul>
<p><b>Maternal Care</b></p> <p>Fetal death, ≥1500 grams at delivery</p>	<p>African Americans, Hispanics, and/or Teens of all ethnicities</p>	<p>Pregnancy medical home (appropriate weight gain, screening &amp; counseling for health, lifestyle, and workplace issues; DM screening, smoking cessation, parity for age, first trimester prenatal care)</p> <p>(References: TIOPIII and HP2020)</p>	<ul style="list-style-type: none"> <li>• Increased rate of entry into prenatal care during first trimester</li> <li>• Increased proportion of high-risk pregnant women who receive early and adequate prenatal care</li> <li>• Increased proportion of women receiving comprehensive risk assessment and screening in the first trimester</li> <li>• Increased proportion of women with prior spontaneous preterm birth who are screened for cervical length before 23 weeks of pregnancy</li> <li>• Increased proportion of women with prior spontaneous preterm birth who receive prophylactic treatment with progesterone</li> <li>• Increased proportion of mothers who achieve a recommended weight gain during their pregnancies</li> <li>• Decreased proportion of pregnant women with hemoglobin A1C &gt;7 percent</li> <li>• Decreased proportion of women who smoke during pregnancy</li> <li>• Decreased incidence of adverse birth outcomes associated with maternal hypertension</li> </ul>
<p><b>Newborn Care</b></p> <p>Infant was &gt;1500 grams at delivery; Death occurred in neonatal period (0-28 days)</p>	<p>African Americans and/or Teens of all ethnicities</p>	<p>Comprehensive Breastfeeding Support</p> <p>Focus on continuity of care from prenatal period through postpartum and parental responsiveness to infant cues after discharge (steps 3, 4, 7, 8 and 10 of the Ten</p>	<ul style="list-style-type: none"> <li>• Increased percent of new mothers and fathers of newborns who know at least three warning/danger signs of newborn complications</li> <li>• Increased percent of pregnant women who know infant cues, the benefits of skin-to-skin care, the benefits of continuous hospital “rooming in”, and the benefits of exclusive breastfeeding</li> <li>• Decreased proportion of breastfed newborns who receive formula supplementation during the entire hospital stay</li> <li>• Increased proportion of live births occurring in Texas Ten Step, Texas Ten Step Star Achiever, and Baby-Friendly Hospitals</li> </ul> <p>(Note: Baby-Friendly hospitals are the standard used by Healthy People 2020 and the CDC to measure provision of recommended care for lactating mothers and their infants. The Ten Steps also enhance physio-stability, bonding and continuity of care for all infants, regardless of feeding method)</p> <ul style="list-style-type: none"> <li>• Increased percent of newborns attending a well-baby check within 48 hours of hospital discharge</li> </ul>

Perinatal Period of Risk	Priority Population	Required Intervention	Recommended Performance Measures
		Steps)  (References: TIOPIII, HP2020, Surgeon General)	<ul style="list-style-type: none"> <li>Increased proportion of mothers reporting they accessed effective help for experiences of post-discharge breastfeeding difficulties</li> </ul>
<b>Infant Health</b>  Infant was >1500 grams at delivery; Death occurred in post-neonatal period (29-365 days)	African Americans and/or Teens of all ethnicities	Comprehensive, integrated SIDS prevention  (HP2020, AAP, Surgeon General)	<ul style="list-style-type: none"> <li>Increased proportion of infants who are put to sleep on their backs</li> <li>Increased proportion of infants who are put to sleep in the same room where a parent sleeps and on a safe, separate sleep surface</li> <li>Increased proportion of infants who are breastfed exclusively through 3 and 6 months</li> <li>Increased proportion of public and private employers that have worksite lactation support policies and programs, and are designated as Texas Mother-Friendly Worksites (Note: employers could be recruited to also promote safe sleep)</li> <li>Increased proportion of hospitals in the community achieving Texas Ten Step Hospital designation</li> <li>Increased proportion of mothers reporting they were able to breastfeed for as long as they wanted</li> </ul>
<b>Infant Health</b>  Infant was >1500 grams at delivery; Death occurred in post-neonatal period (29-365 days)	Whites	Comprehensive tobacco exposure prevention / parental tobacco cessation  (to be considered in areas with disproportionate tobacco-related deaths)  (TOIP III, HP2020)	<ul style="list-style-type: none"> <li>Decreased prevalence of tobacco use during pregnancy</li> <li>Decreased prevalence of mothers with postpartum tobacco use</li> <li>Increased parental/caretaker awareness of infant risk reduction measures (e.g. protective effects of long-term breastfeeding, avoidance of passive smoke, smoking reduction and cessation, etc.) for infants who live in households with smokers</li> <li>Decreased proportion of infants who are exposed to tobacco in their homes and cars</li> <li>Increased number of prenatal, maternity and pediatric health professionals incorporating the Ask-Advise-Refer model (through use of the DSHS Clinical Toolkit for Treating Tobacco Dependence) into practice</li> <li>Increased proportion of pregnant women registering with tobacco Quitline services</li> </ul>

## FORM G: ASSESSMENT NARRATIVE GUIDELINES

Multiple data sources and assessments exist for many communities. Respondent is encouraged to use these resources when completing this form. Specifically address each of the assessment activities listed below associated with the services proposed in this proposal.

### Community Overview

Provide brief synopsis of the community as a whole describing in general:

- A. Geographic boundaries (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
- D. General description of community-wide health status as relates to maternal and infant health outcomes to be addressed through the selected intervention.

### Target Population

Describe target population including:

- A. Geographic service area;
- B. Characteristics of target population (including demographic and socioeconomic data specific to each population);
- C. Target population's health status as relates to maternal and infant health outcomes to be addressed through the selected intervention (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data)
- D. Population to be served through the intervention and estimated number of clients to receive services/benefit from the intervention yearly

### Gaps in Resources & Barriers

Describe gaps in resources and potential barriers to improving health status.

### Problem/Issue Statement

Describe the problem(s) your program is attempting to solve or the issue your program will address

### Community needs/assets

Specify the needs or assets of your community that led your coalition to design a program that addresses the problem

### Desired results

Identify desired results, or vision of the future, by describing what you expect to achieve near- and long-term

### Influential factors

List the factors you believe will influence change in your community

### Strategies

List best practices or program models that have helped communities like yours achieve the kind of results your program promises

### Assumptions

State the assumptions behind *how* and *why* the change strategies will work in your community

## FORM H: PERFORMANCE MEASURES

In the event a contract is awarded, respondent agrees that performance measures will be used to assess, in part, the respondent's effectiveness in providing the services described. Address all of the requirements (see PERFORMANCE MEASURES Guidelines) associated with the services proposed in this proposal. A maximum of **4** additional pages may be attached if needed.

Performance measures quantify outcomes and outputs, the number of such outputs to be performed, and the efficiency with which they will be performed. Performance measures also define the respondent's obligations in order to meet its contract requirements.

Performance measures are defined as outcome, output, efficiency, and explanatory measures. A well-written measure includes the following components: who will deliver the service(s) and their qualifications (as appropriate); a deliverable (a product or service and how much); a schedule/time frame; and a standard of performance. The following table provides a guide for developing the different types of performance measures:

<b>Type</b>	<b>Measure</b>	<b>Example</b>
<b>Outcome</b>	<i>measures the actual impact or public benefit of an entity's actions</i>	<i>% of clients rehabilitated % decline in inappropriate ER usage % decline in school absences</i>
<b>Output or Process</b>	<i>counts the goods/services provided</i>	<i># of clients served # of clinic sessions</i>
<b>Efficiency</b>	<i>measures the cost, unit cost, or productivity associated with a given outcome or output</i>	<i>average cost per client served average time per visit</i>
<b>Explanatory</b>	<i>shows the resources used to produce services and display factors that affect entity performance</i>	<i># of clients eligible for services # and type of health services presently available # of new partnerships developed</i>

## FORM H: PERFORMANCE MEASURES

Respondent must include performance measures in the proposal along with the proposed target levels of performance for each measure. The proposed target levels of performance and reporting frequency may be negotiated and agreed upon by respondent and DSHS if respondent is selected to negotiate a contract.

### FORM H-1: PERFORMANCE MEASURES: Logic Model

#### **Logic Model (from the W.K. Kellogg Foundation Logic Model Development Guide)**

Complete the following components of a logic model in order to describe the overall intervention and associated activities. The Logic Model, when complete, will identify the resources needed to accomplish the intervention, the outcomes to be achieved, the short- and long-term goals and the impact of the intervention.

#### **Outcomes**

For each of the specific activities you have planned to do, what short-term then long-term outcomes do you expect to achieve as indicators of the progress made by your program toward its desired results?

#### **Outputs**

For each of the specific activities that you have planned to do, what outputs (service delivery or implementation targets) do you hope to reach through the operation of your program?

#### **Impact**

For each of the specific activities you have planned to do, what impact do you expect to achieve in your community?

#### **Activities**

Knowing what you know about what works to solve problems or build assets, what specific activities have you planned to do?

#### **Resources**

What resources are available to your program to support the specific activities you have planned to do and what influential factors are you counting on to support your work?

**FORM H-2: EVALUATION PLANNING GUIDELINES: Linking Outcomes to Interventions**

<p><b>Linking Outcomes to Interventions</b>                  Please specify which performance measures will be monitored, how the indicators will show progress toward overall program goals and how the evaluation plan will produce valuable data for your team.</p>	
<p style="text-align: center;"><b>Objectives</b></p> <p>List the objective(s) below (add lines as needed)</p> <p><i>Objectives provide detail about how the program will accomplish its overall goals.                  e.g. "To improve knowledge among teen parents about sleep hazards and safe sleep environments by the end of the program period."</i></p>	<p style="text-align: center;"><b>Outcomes</b></p> <p>List the outcome(s) below (add lines as needed)</p> <p><i>Outcomes are the milestones by which the success of the intervention objectives will be measured. E.g. By August 31, 2015 this program will increase ability to recognize unsafe sleep environments among teen parent program participants in Houston by 30% as evidenced by pre- and post-test results.</i></p>
<p>a. b. c.</p>	<p>a. b. c.</p>
<p>Briefly describe how your coalition proposes to evaluate progress toward the stated outcomes of the intervention.</p>	
<p style="text-align: center;"><b>Intervention components</b></p> <p>List the components of your intervention below (program activities) (add lines as needed)</p>	<p style="text-align: center;"><b>Proposed Performance Measures</b></p> <p>Describe the corresponding evaluation metric/indicator and data collection method for each outcome, being sure that they reflect the program activities listed to the left. (add lines as needed)</p>
<p>a. b. c.</p>	<p>a. b. c.</p>

**FORM I: WORK PLAN**

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see WORK PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of 4 additional pages may be attached if needed.

## FORM I: WORK PLAN GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The work plan must:

1. Summarize the proposed services, population to be served, location (counties to be served), timeline, etc.
2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance, information, financial and administrative systems) and other infrastructure available to achieve service delivery and policy-making activities. What resources do you have to perform the services, who will deliver services and how will they be delivered?
3. Describe how data is collected and tabulated, who will be responsible for data collection and reporting, and how often data collection activities will occur.
4. Describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services is to be avoided.
5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population). Explain the appropriateness of the intervention for the target audience and the region where it will be implemented
6. Describe internal Quality Assurance/Quality Improvement (QA/QI) process used to monitor services, identify staff that use them and who is responsible for ensuring they are updated. The description must include the following:
  - 1) Role of the QA/QI Committee or responsible staff;
  - 2) Steps taken to assure buy-in of staff in performing QA/QI
  - 3) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 4) Activities to ensure correction and follow-up to findings identified;
  - 5) Utilization and frequency of client satisfaction surveys;
  - 6) System used to identify and monitor adverse outcomes;
  - 7) Process for identifying performance and outcome measures; and
  - 8) Group's familiarity and experience with quality improvement processes such as the IHI Breakthrough Series Model



**FORM J: CHILD SUPPORT CERTIFICATION (REQUIRED – Applies to For-Profit Entities Only )**

**Department of State Health Services  
Child Support Certification**

The Texas Family Code, §231.006, places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

- (A) Printed Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_
- (B) Printed Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

3. Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor’s responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: \_\_\_\_\_  
 Printed Name of Authorized Representative: \_\_\_\_\_  
 Signing this Certification: \_\_\_\_\_  
 Signature of Authorized Representative: \_\_\_\_\_  
 Date: \_\_\_\_\_



YES  NO

3. Does your accounting system provide for the recording of expenditures for each program attachment by the budget cost categories shown in the proposed budget?

YES  NO

4. Does your accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?

YES  NO

5. Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?

YES  NO

6. Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?

YES  NO

#### **GENERAL ADMINISTRATION & INTERNAL CONTROLS**

1. Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?

YES  NO

2. Does your organization have written accounting policies and procedures?

YES  NO

3. Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?

YES  NO

**4. Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

YES  NO

**5. Are all disbursements approved prior to payment?**

YES  NO

**6. Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

YES  NO

**7. Are there written procedures and internal controls established for the procurement of goods and services?**

YES  NO

**8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?**

YES  NO

**9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?**

YES  NO

**10. Do supporting documents accompany checks for the check signer's signature?**

YES  NO

**11. Are supporting documents marked when paid to prevent reuse or duplication of payment?**

YES  NO

**12. Are invoices coded to identify allocation of payment by cost objective and sub-account?**

YES  NO

13. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?

YES  NO

14. As program income is to be used for program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?

YES  NO

15. Do you have written personnel policies?

YES  NO

16. Does your policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

YES  NO

17. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?

YES  NO

18. Do you have written job descriptions with set salary levels for each employee?

YES  NO

19. Do you have on file authorizations covering rates of pay, withholding and deductions for each employee?

YES  NO

The Financial Management and Administration Questionnaire must be signed by an authorized person who has either completed or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

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

Signature: \_\_\_\_\_

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



## APPENDICES

### **APPENDIX A: BUDGET SECTION**

Detailed budget category forms, general information, and instructions are located on the ESBD in Package 2 of this posting:

**Respondent must insert budget section here.**

## APPENDIX B: DSHS ASSURANCES AND CERTIFICATIONS

**Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.**

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**As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:**

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;
2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;
3. Has a financial system that identifies the source and proposal of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;
4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the

second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC, in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;
9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;
10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;
11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;
12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;
13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;
14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;
15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;
16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;
17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;
18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;
20. As the prospective participant, and any of the prospective participant's principals (collectively, participants):
  - A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; in accordance with 2CFR Parts 376 and 180 (parts A-I), and 45 CFR Part 76 (or comparable federal regulation);
  - B. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
  - C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
  - D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93):
  - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and
- C. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

- 22. Is in good standing with the Internal Revenue Service on any debt owed;
- 23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;
- 24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;
- 25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:
  - a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) Tex. Lab. Code, ch. 21; 9) Food Stamp Act of 1977 (7 USC §200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and 13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

- b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment, is funded with federal funds;
- i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov't Code ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Labor Code, chs. 401-406 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;

- r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
- s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
- t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"and
- u) Requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

- 26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;
- 27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

## APPENDIX C: HUB REQUIREMENTS

# QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – No
  - Section 4 – Affirmation
  - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 – Self Performing Justification
  - Section 4 – Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

## HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP will be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

### - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less will qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response.
- If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP# 130032**  
 Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: <http://www2.cpa.state.tx.us/cmb/cmbhub.html>. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

### SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. RFP #: \_\_\_\_\_ Bid Open Date: 1 \_\_\_\_\_

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: \_\_\_\_\_ RFP #: 130032

**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature Printed Name Title Date (mm/dd/yyyy)

**REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of

the subcontracting opportunities you listed in SECTION 2, Item b.

- If you responded "**No**" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.3



## HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: \_\_\_\_\_ RFP #: 130032

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

**SECTION B-1 SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2 MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, to continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes    - No
		- Yes    - No

*HSP Good Faith Effort - Method B (HUB Attachment B)*

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## HSP Good Faith Effort - Method B (HUB Attachment B) continued

Enter your company's name here: \_\_\_\_\_ RFP #: 130032

### SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of

## HSP Good Faith Effort - Method B (HUB Attachment B) continued

the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



**APPENDIX D: LETTER OF INTENT**

Respondent must submit a letter of intent (LOI) in the format provided by **2 P.M. CT on the date identified in RFP Section I.D. Schedule of Events.** If the LOI is not received by the deadline, respondent's proposal **will not be considered for funding.**

**[DATE]**

Bill Walk  
Ref: RFP# **537-15-133393**  
Procurement and Contracting Services MC 2020  
Health and Human Services Commission  
4405 N. Lamar  
Austin, Texas 78756

Ref: Letter Of Intent for RFP#: **537-15-13393**

It is the intent of (responding legal entity name) to respond to the Department of State Health Service (DSHS) **Healthy Texas Babies** request for proposal RFP #: **537-15-133393.**

It is understood that to be considered this letter must be received by DSHS by 2:00 p.m. CT on **06/23/2014.**

It is understood that this LOI is not a commitment to submit a proposal.

It is also understood that the LOI is a condition precedent to submitting a proposal. Proposals received where a respondent has not submitted a timely LOI will not be considered.

<b>AUTHORIZED REPRESENTATIVE</b>	
Name:	
Title:	
Phone:	
Fax:	
Email:	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>DATE</b>

## APPENDIX E: PROGRAM SPECIFIC APPENDICES

### TABLE 6. PPOR Analysis by Community Statistical Area (CSA)

Community Statistical Area (CSA)	Perinatal Periods of Risk Feto-infant Death Rate				Excess Death in Comparison to State Reference			
	Maternal Health	Maternal Care	Newborn Care	Infant Health	Maternal Health	Maternal Care	Newborn Care	Infant Health
Amarillo-Borger	3.67	1.91	1.27	3.11	<u>1.75</u>	1.21	0.37	<b>2.07</b>
Austin-Round Rock	3.04	1.62	1.11	1.52	<b>1.12</b>	0.92	0.20	0.48
Beaumont-Port Arthur	4.49	1.32	1.08	2.70	<b>2.57</b>	0.62	0.17	<u>1.66</u>
*Brownsville-Harlingen-Raymondville	3.18	1.51	1.39	1.11	<b>0.91</b>	0.57	<u>0.28</u>	0.06
College Station-Bryan	3.03	2.06		1.84	1.11	<b>1.36</b>		<u>0.80</u>
Corpus Christi-Kingsville-Alice	3.03	1.17	1.13	1.94	<b>1.11</b>	0.48	0.22	<u>0.90</u>
Dallas-Plano	3.24	1.88	1.33	1.55	<b>1.32</b>	1.18	<u>0.42</u>	0.51
Fort Worth-Arlington	3.49	1.97	1.58	1.60	<b>1.57</b>	1.27	<u>0.67</u>	0.56
Dallas Outlying	3.53	2.01	1.94	2.01	<b>1.61</b>	<u>1.32</u>	<u>1.03</u>	<u>0.97</u>
*El Paso	3.02	1.64	1.02	1.28	<b>0.75</b>	0.70	-0.09	0.23
Houston-The Woodlands	3.41	1.87	1.03	1.72	<b>1.49</b>	1.17	0.12	0.68
Galveston	2.51	1.54		2.43	0.59	0.84		<b>1.38</b>
Killeen-Temple	2.86	2.20	1.32	2.07	0.94	<b>1.50</b>	<u>0.41</u>	<u>1.03</u>
*Laredo	3.24	1.79	1.74	1.79	<b>0.97</b>	0.85	<u>0.63</u>	0.74
Longview-Marshall	3.37	1.64	1.40	1.81	<b>1.45</b>	0.94	<u>0.49</u>	0.77
Lubbock-Levelland	3.14	1.54	1.40	1.68	<b>1.22</b>	0.84	<u>0.49</u>	0.64
*McAllen-Edinburg	3.24	1.79	1.29	1.60	<b>0.97</b>	0.85	0.18	0.55
Midland-Odessa	3.20	1.20	1.27	1.80	<b>1.28</b>	0.50	0.36	0.76
San Antonio-New Braunfels	3.08	1.71	1.26	1.69	<b>1.16</b>	1.01	0.35	0.65
Tyler-Jacksonville	2.45	1.92	1.57	1.66	0.53	<b>1.23</b>	<u>0.67</u>	0.62
Victoria-Port Lavaca				2.85				<b>1.81</b>
Waco	4.19	2.28			<b>2.27</b>	<u>1.58</u>		
<b>Total State</b>	<b>3.24</b>	<b>1.79</b>	<b>1.24</b>	<b>1.70</b>	<b>1.32</b>	<b>1.09</b>	<b>0.33</b>	<b>0.66</b>
					<b>0.97</b>	<b>0.85</b>	<b>0.13</b>	<b>0.65</b>
White Ref	1.92	0.70	0.91	1.04				
Hispanic Ref	2.27	0.94	1.11	1.06				

\*These communities were compared to a state reference of Hispanic women who were older than 20 and had more than a high school education  
Rates are suppressed when there are fewer than 15 deaths

1.2 times higher than the state average  
**Highest PPOR excessive death rate in the com**

Community Statistical Area (CSA)	Pre-Pregnancy BMI		Tobacco Use			Hypertension
	Feto-Infant Mortality Rate Among Overweight & Obese Mothers	% Diff from Normal & Underweight Mothers	Feto-Infant Mortality Among Women Who Used Tobacco During Pregnancy	% Diff from Those That Did Not Use Tobacco	% of Pregnant Women Who Used Tobacco	
Amarillo-Borger	7.8	28.8	13.2	37.7	12.8	
Austin-Round Roc	6.4	36.6	8.9	25.4	3.7	
Beaumont-Port Arthur	8.0	44.1	---	---	12.8	
*Brownsville-Harlingen-Raymondville	4.2	-14.1	---	---	0.5	
College Station-Bryant	5.4	-7.8	---	---	3.7	
Corpus Christi-Kingsville-Alice	6.2	35.7	---	---	4.9	
Dallas-Plano	7.5	65.4	8.5	8.6	3.0	
Fort Worth-Arlington	6.2	27.4	6.8	-20.5	5.5	
Dallas Outlying	6.9	31.4	9.1	-4.6	15.3	
*El Paso	4.7	24.6	---	---	2.7	
Houston-The Woodlands	6.8	27.1	9.1	14.8	3.3	
Galveston	6.3	11.2	---	---	6.0	
Killeen-Temple	6.3	14.2	5.4	-39.1	12.4	
*Laredo	6.2	45.5	---	---	---	
Longview-Marshall	6.1	18.1	---	---	12.8	
Lubbock-Levelland	5.4	-5.5	---	---	6.1	
*McAllen-Edinburg	6.1	19.3	---	---	0.4	
Midland-Odessa	7.0	49.2	---	---	8.0	
San Antonio-New Braunfels	6.1	9.4	13.4	79.1	2.3	
Tyler-Jacksonville	5.6	37.6	---	---	8.1	
Victoria-Port Lavaca	7.1	50.6	---	---	10.7	
Waco	6.1	13.8	---	---	9.0	
<b>Total State</b>	<b>6.5</b>	<b>28.0</b>	<b>8.0</b>	<b>1.3</b>	<b>4.7</b>	

**TABLE 7. Recommended Interventions for Each Community Statistical Area**

Maternal Health/Prematurity Period of Risk (MH/P)	Maternal Care Period of Risk (MC)	Newborn Care Period of Risk (NBC)	Infant I
Fetal death at 20 weeks pregnancy through 365 days for fetuses or infants, weight 500-1499 grams (Very Low Birth Weight) at delivery	Fetal death (20 weeks and beyond, not live birth), $\geq 1500$ grams at delivery	Infant was $\geq 1500$ grams at delivery; Death occurred in neonatal period (0-28 days)	Infant v delivery post-ne days)

Community	Risk Considerations	Recom
<b>Amarillo-Borger</b>	<ul style="list-style-type: none"> <li>High prevalence of maternal tobacco use (more than 2.5 times higher than the state average).</li> <li>The feto-infant death rate among tobacco users is 37.9% higher than among nonusers, the second highest in the state.</li> <li><b>IH risk</b> is 3.1 times higher than the state ED and the highest in the state.</li> </ul>	Priority on <b>IH</b> ; foc cessation and risk re
<b>Austin-Round Rock</b>	<ul style="list-style-type: none"> <li>The feto-infant death rate is 36.6% higher among overweight/obese mothers than for normal or underweight mothers.</li> </ul>	<b>MH/P</b> with an empha
<b>Beaumont-Port Arthur</b>	<ul style="list-style-type: none"> <li>Highest <b>MH/P</b> rate in state. The ED is 1.9 times higher than the state ED.</li> <li><b>IH risk</b> is the third highest in state</li> </ul>	Priority is <b>MH/P</b> An intervention in <b>IH</b>
<b>Brownsville-Harlingen-Raymondville</b>	<ul style="list-style-type: none"> <li>Disproportionately high rate of feto-infant deaths among hypertensive women.</li> </ul>	Priority is <b>MH/P</b> with identification, treat hypertension and dia
<b>Brownsville-Harlingen-Raymondville</b>	<ul style="list-style-type: none"> <li>Disproportionately high rate of feto-infant deaths among hypertensive women.</li> </ul>	Priority is <b>MH/P</b> with identification, treat hypertension and dia
<b>College Station-Bryan</b>	<ul style="list-style-type: none"> <li>No documented prenatal care among residents for 10-20% of live births.</li> <li><b>MC ED</b> rate 1.2 times higher than the state average</li> </ul>	Priority is <b>MC</b> with entry and retention in
<b>Corpus Christi-Kingsville-Alice</b>	<ul style="list-style-type: none"> <li>The feto-infant death rate among overweight or obese women is 35.7% higher than among normal/underweight women.</li> <li><b>IH ED</b> is 1.3 times higher than the state average.</li> </ul>	<b>MH/P</b> with emphasis weight
<b>Dallas-Plano</b>	<ul style="list-style-type: none"> <li>The feto-infant death rate among obese/overweight women is 65% higher than it is for women who are normal or underweight. This is the largest BMI-related disparity in the state.</li> <li>5-10% of residents' births occurred without prenatal care</li> </ul>	<b>MH/P or MC</b> with er risk reduction and a into care
<b>Dallas Outlying (Cooke, Grayson, Henderson, Hopkins, Navarro, Palo Pinto Counties)</b>	<ul style="list-style-type: none"> <li>Highest prevalence of tobacco use during pregnancy in the state</li> <li>2-5% of births to residents in Navarro and Palo Pinto counties occurred without prenatal care</li> <li>Feto-infant death rate for overweight/obese mothers 31.4% higher than for normal/underweight mothers</li> <li>The <b>NBC ED</b> is 3 times higher than the state ED</li> </ul>	Consider a focus on Consider a focus on
<b>El Paso</b>	<ul style="list-style-type: none"> <li>Though El Paso has some of the best birth-outcomes in the state, the feto-infant death rate for women with hypertension is 121% higher than for non-hypertensive women.</li> </ul>	<b>MH/P</b> strategy with identification, treat hypertension and dia
<b>Fort Worth-Arlington</b>	<ul style="list-style-type: none"> <li>5-10% of residents' births occurred without prenatal care</li> <li><b>NBC ED</b> is 2 times higher than the state average</li> <li><b>MH/P, MC</b> have high level of ED.</li> </ul>	Action in <b>MH/P, M</b> systems-level appro and continuity of car
<b>Galveston</b>	<ul style="list-style-type: none"> <li>Third highest <b>IH ED</b> rate in the state, it is more than 2.1 times higher than the</li> </ul>	Priority on <b>IH</b>

Community	Risk Considerations	Recommendations
	state IH ED	
Houston-Woodlands (excludes Galveston)	<ul style="list-style-type: none"> <li>The fetoinfant death rate is 14.8% higher among women who used tobacco during the pregnancy than those that did not.</li> <li>A higher ED rate in comparison to the state in <b>MH/P</b> and <b>MC</b>.</li> </ul>	<b>MH/P</b> or <b>MC</b>
Killeen-Temple	<ul style="list-style-type: none"> <li><b>IH</b> is 1.5 times higher than the state excessive death rate.</li> <li><b>MC ED</b> is 1.4 times higher than the state excessive death rate</li> <li>12.4% of women used tobacco during pregnancy compared to 4.7% across the state</li> </ul>	Priority is <b>IH</b> ; focus on cessation and risk reduction
Laredo	<ul style="list-style-type: none"> <li>The fetoinfant death rate among overweight/obese women is 45.5% higher than for normal/underweight women</li> <li><b>NBC ED</b> is 2.5 times the state ED rate</li> </ul>	<b>MH/P</b> with emphasis on risk reduction
Longview-Marshall	<ul style="list-style-type: none"> <li>12.8% of women used tobacco during pregnancy compared to 4.7% in the state.</li> </ul>	<b>MH/P</b> Priority is a focus on cessation and risk reduction
Lubbock-Levelland	<ul style="list-style-type: none"> <li><b>NBC ED</b> rate is higher than the state average</li> </ul>	<b>MH/P</b> or <b>NBC</b>
McAllen-Edinburg	<ul style="list-style-type: none"> <li>Second highest fetoinfant mortality rate among hypertensive women in the state</li> <li>Disproportionately high rate of diabetes-related deaths among infants of mothers with diabetes</li> </ul>	<b>MH/P</b> strategy with emphasis on identification, treatment of hypertension and diabetes
Midland-Odessa	<ul style="list-style-type: none"> <li>The fetoinfant death rate is 49.2% higher for overweight/obese women than for normal/underweight women</li> </ul>	<b>MH/P</b> with emphasis on risk reduction
San Antonio-New Braunfels	<ul style="list-style-type: none"> <li>Moderate disparity across most periods of risk</li> </ul>	Priority is <b>MH/P</b>
Tyler-Jacksonville, TX	<ul style="list-style-type: none"> <li>High disparity in the fetoinfant death rate between overweight/obese women and normal/underweight women</li> <li>10-20% of residents' births occurred without prenatal care</li> </ul>	<b>MH/P</b> with emphasis on risk reduction
Victoria-Port Lavaca, TX	<ul style="list-style-type: none"> <li>High disparity in death rate between overweight/ obese women and normal/ underweight women</li> <li><b>IH risk is 2.7 higher than the state average and the second highest in state</b></li> </ul>	<b>IH</b> is the priority
Waco, TX	<ul style="list-style-type: none"> <li><b>MH/P</b> risk is 1.7 times the state average and the second highest ED in the state</li> <li><b>MC ED</b> rate is the highest in the state.</li> </ul>	<b>MH/P</b> with emphasis on risk reduction

\*Recommendations – Communities are color-coded by the first priority area identified. If more than one priority area is identified (eg. Lubbock-Levelland – MH/P or NBC) the applicant may choose one period of risk upon which to focus efforts, with justification in the narrative portions of the application.

**City Council-Regular**

**Meeting Date:** 08/04/2014

**Initiated By:** Carlos Villarreal, City Manager

**Staff Source:** Rogelio Rivera, P.E., City Engineer; Jose L. Flores, Airport Manager

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**SUBJECT**

Consideration for approval of Amendment No. 1, an increase of \$61,341.00 to the professional services contract with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for construction administration services for the Laredo International Airport Perimeter Fence Replacement, Gate Replacement and Gate Relocation. Funding will be available in the Airport Construction Fund – FAA Grant No. 76 contingent upon approval of Ordinance 2014-O-083. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

On January 21, 2014, City Council approved to ratify a professional services contract to Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for an amount not to exceed \$137,814.00 for design and preparation of plans and specifications for the Laredo International Airport Perimeter Fence Replacement, Gate Replacement and Gate Relocation.

**BACKGROUND**

The scope of work includes but is not limited to:

Approximately 8,150 linear feet of fence will be removed and replaced with eight foot or ten foot high chain link fence with three strands barbed wire, at several airport locations. A four foot wide mow strip will be utilized at the base of the fence. Temporary fence will be utilized to maintain security while the existing fence is being removed and replaced. Several vehicle gates are under lock and key. These existing gates will be removed and replaced with cantilever sliding gates and access controls are to be added as part of a separate project. Electrical power will be delivered to each gate site, a gate operator will be put in place and loop detectors installed in the pavement. Fire vehicles entering the east side of the fire station adjacent to gate 20 must enter the Airport Operations Area. Gate 20 will be relocated to the east to allow access to the east facing bays without entering the Airport Operations Area. Pedestrian gates will be removed and new gates placed at the existing location and access controls will be place on these gates. Under a separate contract, adjustments will be made to the adjacent fence as necessary to accommodate the new gates. Power will be delivered to the site for access controls.

This project will have construction activities in twelve (12) separate areas at the Laredo International Airport concurrently. These projects include replacement of existing perimeter fence, relocation of existing gates in the perimeter fence and associated work. The consultant will provide construction administration services and construction

materials testing services for these projects.

Construction administration is as follows:

Consultant will conduct a pre-construction conference, respond to contractor RFIs, review and comment on shop drawings and materials submitted by the contractor, attend monthly construction meetings, coordinate with the RPR on a regular basis via phone and e-mail with regard to RPR duties, time spent on the project, RPR/Testing lab coordination, contractor progress, conformity of with plans and specifications, and other relevant items, review RPRs weekly construction reports and materials testing report, review pay requests submitted by the contractor on a monthly basis, prepare record drawing, and prepare a final construction report.

Original contract amount (Approved by City Council on January 21, 2014)	\$137,814.00
This amendment no. 1 (Construction administration, Howland Engineering and Surveying Co., Materials Testing, and direct costs)	\$61,341.00
Current contract amount	\$199,155.00

**COMMITTEE RECOMMENDATION**

N/A.

**STAFF RECOMMENDATION**

Approval of Motion.

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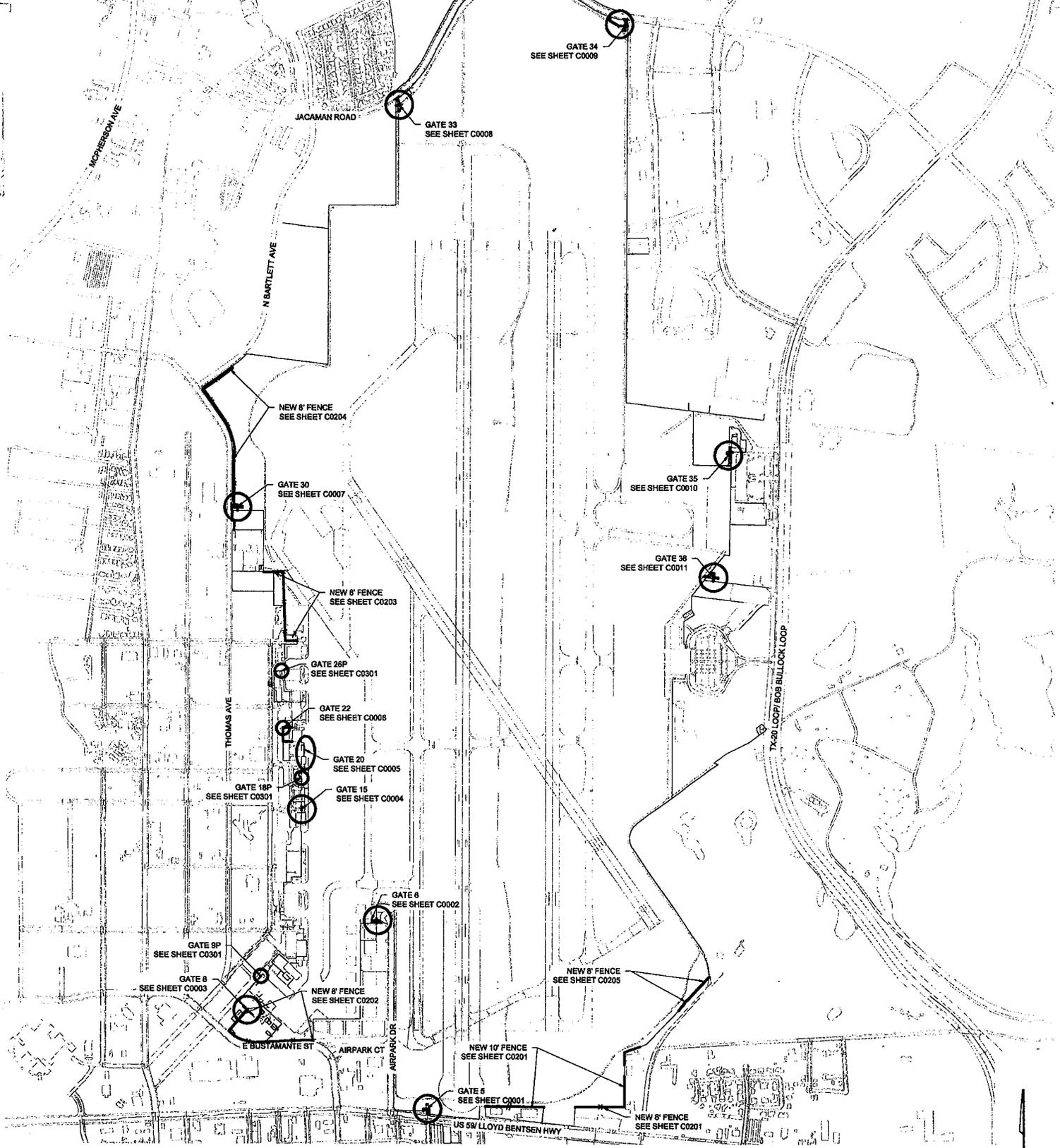
**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:** FAA Grant No. 76  
**Account #:** 433-3677-585-9301  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding is available in the Airport Construction Fund - FAA Grant No. 76.  
Account No. 433-3677-585-9301

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**CONSIDERATION TO APPROVAL OF AMENDMENT No.1, FOR THE LAREDO INTERNATIONAL AIRPORT PERIMETER FENCE REPLACEMENT, GATE REPLACEMENT AND GATE RELOCATION**

City Council Meeting  
August 4, 2014

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

**AGENDA ITEM**

**City Council-Regular**

**Meeting Date:** 08/04/2014

**Initiated By:** Carlos Villarreal, City Manager

**Staff Source:** Rogelio Rivera, P.E., City Engineer; Jose L. Flores, Airport Manager

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**SUBJECT**

Consideration for approval of Amendment No. 2, an increase of \$114,691.00 to the professional services contract with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for construction administration services for the Laredo International Airport Security System Improvements. Funding will be available in the Airport Construction Fund – FAA Grant No. 76 contingent upon approval of Ordinance 2014-O-083. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

On March 17, 2014, City Council approved Amendment No. 1, an increase of \$159,700.00 to the professional services contract with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for the Laredo International Airport Security System Improvements Phase I and Phase II for additional design services, preparation of plans and specifications and bidding services.

**BACKGROUND**

The original proposed scope of services are as follows:

Design and preparation of plans and specification and bidding services for the Laredo International Airport Security System Improvements.

This project will have construction activities in a variety of separate areas at the Laredo International Airport concurrently. These projects include construction and installation of conduit, fiber optic cable, remote access control facilities, electrical gate facilities and thermal cameras together with accessory equipment as required. The consultant will provide construction administration services for these projects.

Construction administration is as follows:

Consultant will conduct a pre-construction conference involving, consultant will respond to contractor RFIs, issue supplemental instructions, prepare and submit RFPs to contractor, review and comment on shop drawings and materials submitted by the contractor, attend monthly construction meetings, coordinate with the RPR on a regular basis via phone and e-mail with regard to RPR duties, time spent on the project, RPR/Testing lab coordination, contractor progress, conformity of work with plans and specifications, and other relevant items, review RPRs weekly construction reports and materials testing reports, review pay requests submitted by contractor, prepare record

drawings, and prepare a final construction report for submittal to the owner.

Original contract amount (Approved by the City Manager on December 11, 2013)	\$26,266.00
Amendment No. 1 (Approved by City Council on March 17, 2014) For additional design services, preparation of plans and Specifications and bidding services	\$159,700.00
This Amendment No. 2 (Construction administration, security CA services including 10-2 day site visits, and direct costs)	\$114,691.00
Current contract amount	\$300,657.00

### COMMITTEE RECOMMENDATION

N/A.

### STAFF RECOMMENDATION

Approval of Motion.

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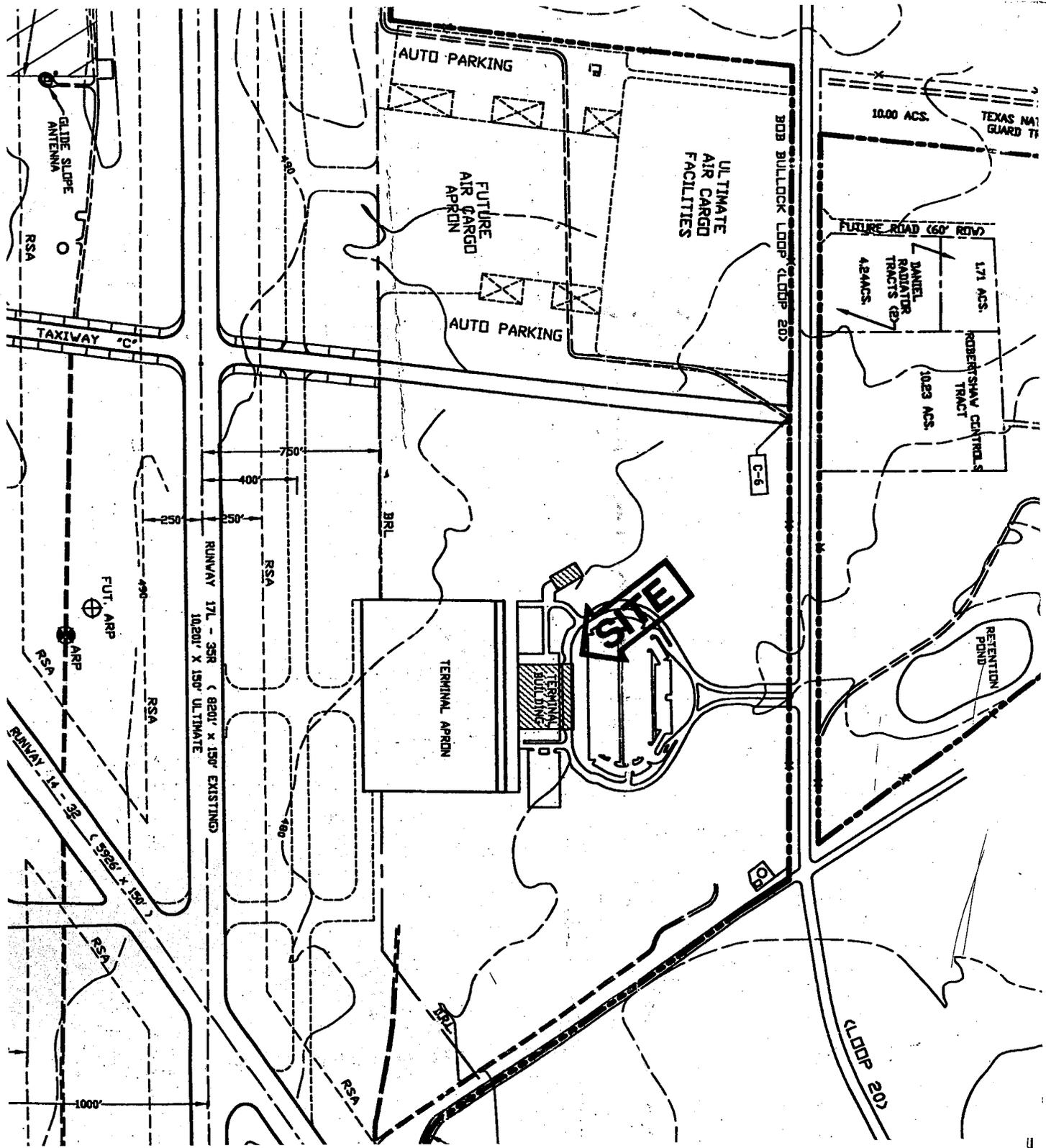
### Fiscal Impact

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:** FAA Grant No. 76  
**Account #:** 433-3677-585-9301  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund – FAA Grant No. 76.  
Account No. 433-3677-585-9301

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**CONSIDERATION FOR APPROVAL OF AMENDMENT No.2, FOR THE LAREDO INTERNATIONAL AIRPORT SECURITY SYSTEM IMPROVEMENTS**

City Council Meeting  
August 4, 2014

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

**City Council-Regular**

**Meeting Date:** 08/04/2014

**Initiated By:** Carlos Villarreal, City Manager

**Staff Source:** Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

**SUBJECT**

Consideration to approve of change order No. 2, an increase of \$105,300.00 to the construction contract with ALC Construction, Inc., Laredo, Texas for the Farias Boxing Gym to include items on the Parking Lot Phase II and to add forty-five (45) calendar days to the construction contract time. Current construction contract amount with this change order is \$713,110.00 and construction contract time with this change order is two hundred twenty-five (225) calendar days. Completion date for the project is scheduled for October 2014. Funding is available in the CDBG 39th Action Year.

**(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

On February 18, 2014, City Council awarded a construction contract to the lowest qualified bidder, ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$595,000.00 for the Farias Boxing Gym with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

**BACKGROUND**

The Farias Boxing Gym Project consists of selective site demolition, a new parking lot and related site improvements. The new boxing facility also includes a training area for cardio, Punching bag, boxing area, and its related functions. The new boxing facility is approximately 2850 square feet.

Plans and specifications were prepared by Juan Homero Sanchez Architect, Inc.

This change order No. 2, is to include items on the parking lot phase II and to add forty-five (45) calendar days to the construction contract time.

Original contract amount (Approved by City Council on February 18, 2014)	\$595,000.00
Amendment no. 1 (For items not included on plans and items modified in field)	\$12,810.00

This amendment no. 2	\$105,300.00
Current contract amount	\$713,110.00

**COMMITTEE RECOMMENDATION**

N/A.

**STAFF RECOMMENDATION**

Approval of Motion.

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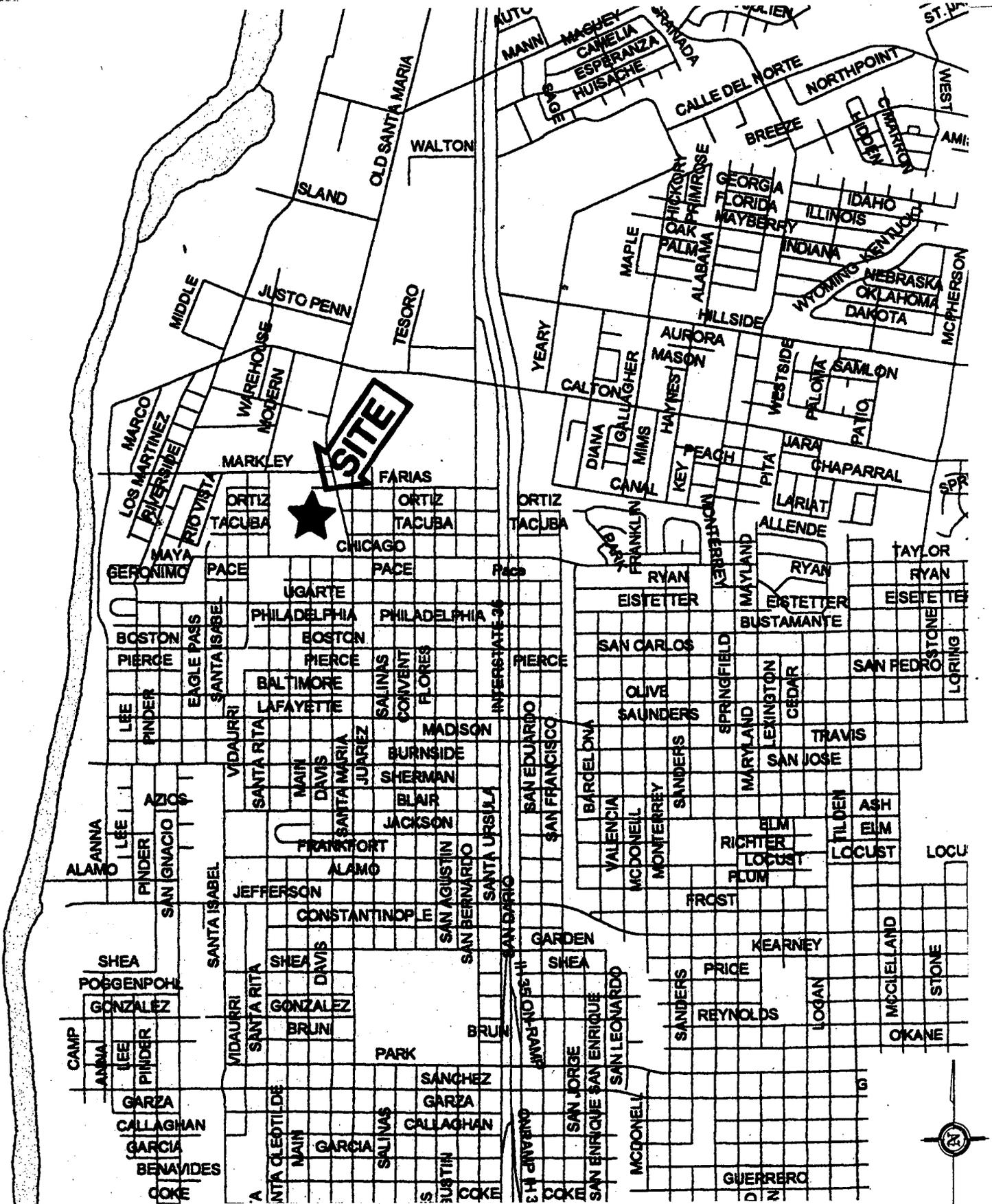
**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:** CDBG 39th Action Year  
**Account #:** 211-8280-555-1353  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Funding is available in the CDBG 39th Action Year.  
Account No. 211-8280-555-1353

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**CONSIDERATION FOR APPROVAL OF CHANGE ORDER No.2,  
FOR THE FARIAS BOXING GYM**

City Council Meeting  
August 4, 2014

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

**City Council-Regular**

**Meeting Date:** 08/04/2014

**Initiated By:** Carlos Villarreal, City Manager

**Staff Source:** Rogelio Rivera, P.E., City Engineer; Osbaldo Guzman, Parks and Leisure Director

**SUBJECT**

Consideration for approval of Northwest Laredo Community Center located at 15201 Cerralvo Drive in the Villas San Agustin Subdivision, Unit 3 as complete, approval of change order No. 1, a decrease of \$58,240.00 for the balance of quantities actually constructed in place and to add two hundred twenty-two (222) calendar days to the construction contract time, release of partial retainage and approval of final payment in the amount of \$247,485.30 to Leyendecker Construction, Inc., Laredo, Texas. An amount of \$50,000.00 is being retained until completion of pending punch list items. Final construction contract amount is \$5,137,760.00. Funding is available in the Capital Improvement Fund and the 2009 C.O. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The original project consisted of approximately 46,847 square feet for a new two-story community center. The structure includes recreation, library and senior center components, as well as multipurpose space and associated support functions. Site work includes, but is not limited to, earthwork, utilities, landscaping, irrigation, and parking for approximately 170 vehicles.

Plans and specifications were prepared by Brinkley Sargent Architects, Dallas, Texas.

This change order No. 1, is for the balance of quantities actually constructed in place and to add two hundred twenty-two (222) calendar days to the construction contract time. The new contract time is five hundred twenty-two (522) calendar days.

Original contract amount (Approved by the City Manager on August 23, 2012)	\$5,196,000.00
This change order No. 1	(\$58,240.00)
Final construction contract amount	\$5,137,760.00

**COMMITTEE RECOMMENDATION**

N/A.

## **STAFF RECOMMENDATION**

Approval of Motion.

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### **Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** CIF & 2009 C.O.  
**Account #:** 402-4311-535-9556  
**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

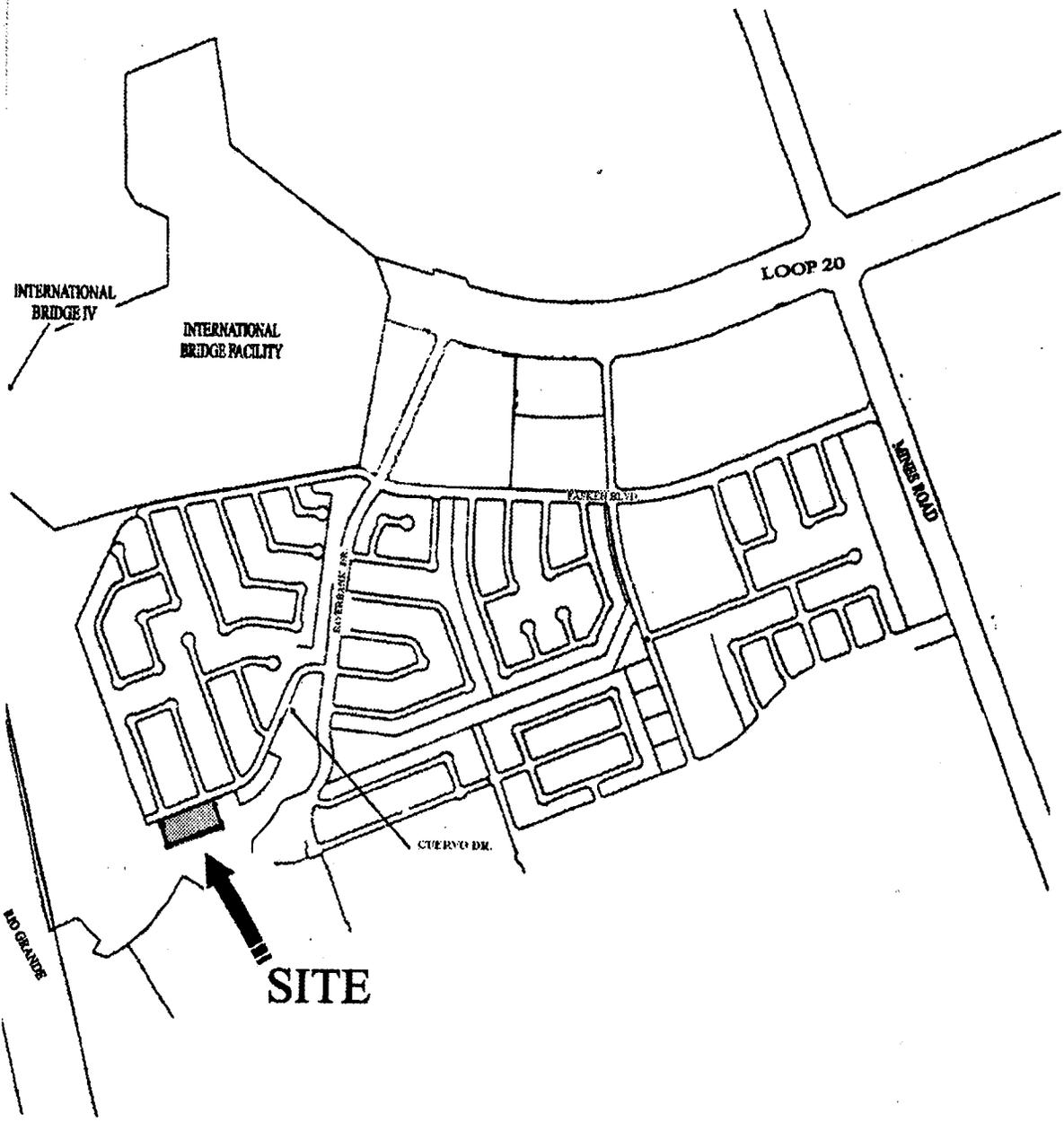
Funding is available in the Capital Improvement Fund account number 402-4311-535-9556 and the 2009 C.O. account number 464-9822-535-9556.

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### **Attachments**

Northwest Laredo Community Center Change Order No. 1

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**CONSIDERATION FOR APPROVAL OF NORTHWEST COMMUNITY CENTER IN VILLA SAN AUGUSTIN SUBDIVISION UNIT 3 AS COMPLETE, APPROVAL OF CHANGE ORDER No.1 AND APPROVAL OF FINAL PAYMNET**

City Council Meeting  
August 4, 2014

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 529 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

**CITY OF LAREDO ENGINEERING DEPARTMENT**

**CHANGE ORDER No.1      Date: July 17, 2014**

**PROJECT: Northwest Community Center**

**CONTRACTOR: Leyendecker Construction, Inc. - 4220 Sanders Ave. - Laredo, TX 78044**

You are hereby requested to comply with the following changes from the contract plans and specifications

This document shall become an amendment to the contract and all provisions of the contract shall apply thereto

Item	Item Description	Contract Decrease	Contract Increase
1	222 calendar days increase to the original contract time.	0	0
2	Decrease contract amount.	\$58,240.00	0
<b>Total.....</b>		<b>\$58,240.00</b>	<b>\$0.00</b>

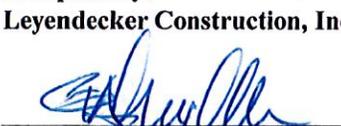
**Justification: Item 1 - 48 additional calendar days caused by bad weather, 174 additional calendar days caused by the transition of work from the original contractor, additional testing, release of construction materials, and extra work. Item 2 - Funds from four allowances in the schedule of values that were not used.**

Original Contract Price:	\$5,196,000.00
Decrease resulting from this Change Order:	\$58,240.00
Increase resulting from this Change Order:	\$0.00
<b>Net Change: ( Decrease )</b>	<b>\$58,240.00</b>
Current Contract Price Including Change Order No.1:	\$5,137,760.00
Original Contract Time:	300 Calendar Days
Decrease Contract Time including this Change Order:	0
Increase Contract Time Resulting from this Change Order:	222 Calendar Days
Current Contract Time including this Change Order:	522 Calendar Days

**Recommended By:**  
Engineering Project Manager

  
Jaime F. Garcia, P.E.  
Date: 7/17/14

**Accepted By:**  
Leyendecker Construction, Inc.

  
Gary A. Leyendecker, President  
Date: 7-17-14

**Approved By:**  
City of Laredo Engineering Department

  
Rogelio Rivera, P.E., R.P.L.S.  
Date: 7/17/14

**Approved By:**  
City of Laredo Manager

\_\_\_\_\_  
Carlos R. Villarreal  
Date: \_\_\_\_\_

**Attest By:**  
City of Laredo Secretary

\_\_\_\_\_  
Gustavo Guevara  
Date: \_\_\_\_\_

**City Council-Regular**

**Meeting Date:** 08/04/2014

**Initiated By:** Carlos Villarreal, City Manager

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

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**SUBJECT**

Consideration for approval of Amendment No. 3, an increase of \$21,000.00 to the professional services contract with Puig Engineering, Laredo, Texas, Laredo Division of Civil Engineering Consultants, for additional engineering services, for time extension, additional analysis, review of studies required by TxDot, additional scope of work and utility adjustments. Contract period is extended to August 31, 2016, to allow for bidding and construction phase services to the West Laredo Corridor - Flecha Lane/Las Cruces Intersection re-alignment. Current engineering contract amount with this amendment is \$375,345.00. Funding is available in the Capital Improvement Fund-West Laredo Corridor – Phase II. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

On October 1, 2012, City Council approved Amendment No. 1, which has been reviewed and approved by TxDot, an increase of \$24,545.00 to the professional services contract to Puig Engineering, Laredo, Texas, Laredo Division of Civil Engineering Consultants, for additional environmental services required as a result of the updated Environmental Rules enacted in April 2012, and the revised project footprint resulting from the schematic development and sizing of the drainage structure across Las Manadas Creek Tributary 2. The increased project footprint requires an archaeological survey, Historic Resources assessment, Nationwide 14 Pre-construction Notification to the USACOE, and revisions to the Environmental Justice task for the West Laredo Corridor - Flecha Lane/Las Cruces Intersection re-alignment.

**BACKGROUND**

Original scope of services include, but are not limited to:

This project involves the realignment of the Flecha Lane/Las Cruces Drive intersection. This project involves updating the environmental assessment with engineering support, and completion of design work for final alignment, right-of-way surveys and acquisition, public involvement, and construction phase services. All work shall be developed in accordance with TxDOT Standard Specifications, Federal, State, and City requirements.

To realign Las Cruces Drive intersection with Mines Road to properly align with Flecha Lane at the intersection of Flecha Lane and Mines Road from Flecha Lane 0.13 miles east of Mines Road approximately 1,200 feet.

This Amendment No. 3, is for time extension, additional analysis, review of studies required by TxDot, additional scope of work and utility adjustments. Contract period is extended to August 31, 2016, to allow for bidding and construction phase services.

Original contract amount (Approved by City Council on May 16, 2011)	\$328,600.00
Amendment No. 1 (Approved by City Council on October 1, 2012) for additional environmental services required as a result of the updated Environmental Rules enacted in April 2012, and the revised project footprint resulting from the schematic development and sizing of the drainage structure across Las Manadas Creek Tributary 2. The increased project footprint requires an archaeological survey, Historic Resources assessment, Nationwide 14 Pre-construction Notification to the USACOE, and revisions to the Environmental Justice task for the West Laredo Corridor - Flecha Lane/Las Cruces Intersection re-alignment.	\$24,545.00
Amendment No. 2 (Approved by the City Manager on December 2, 2013) For additional surveying services.	\$1,200.00
This Amendment No. 3	\$21,000.00
Current contract amount	\$375,345.00

**COMMITTEE RECOMMENDATION**

N/A.

**STAFF RECOMMENDATION**

Approval of Motion.

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**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Capital Impr. Fund

**Account #:** 402-4323-535-4194

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

**FINANCIAL IMPACT:**

Funding is available in the Capital Improvement Fund - West Laredo Corridor - Phase II.

Account No. 402-4323-535-4194

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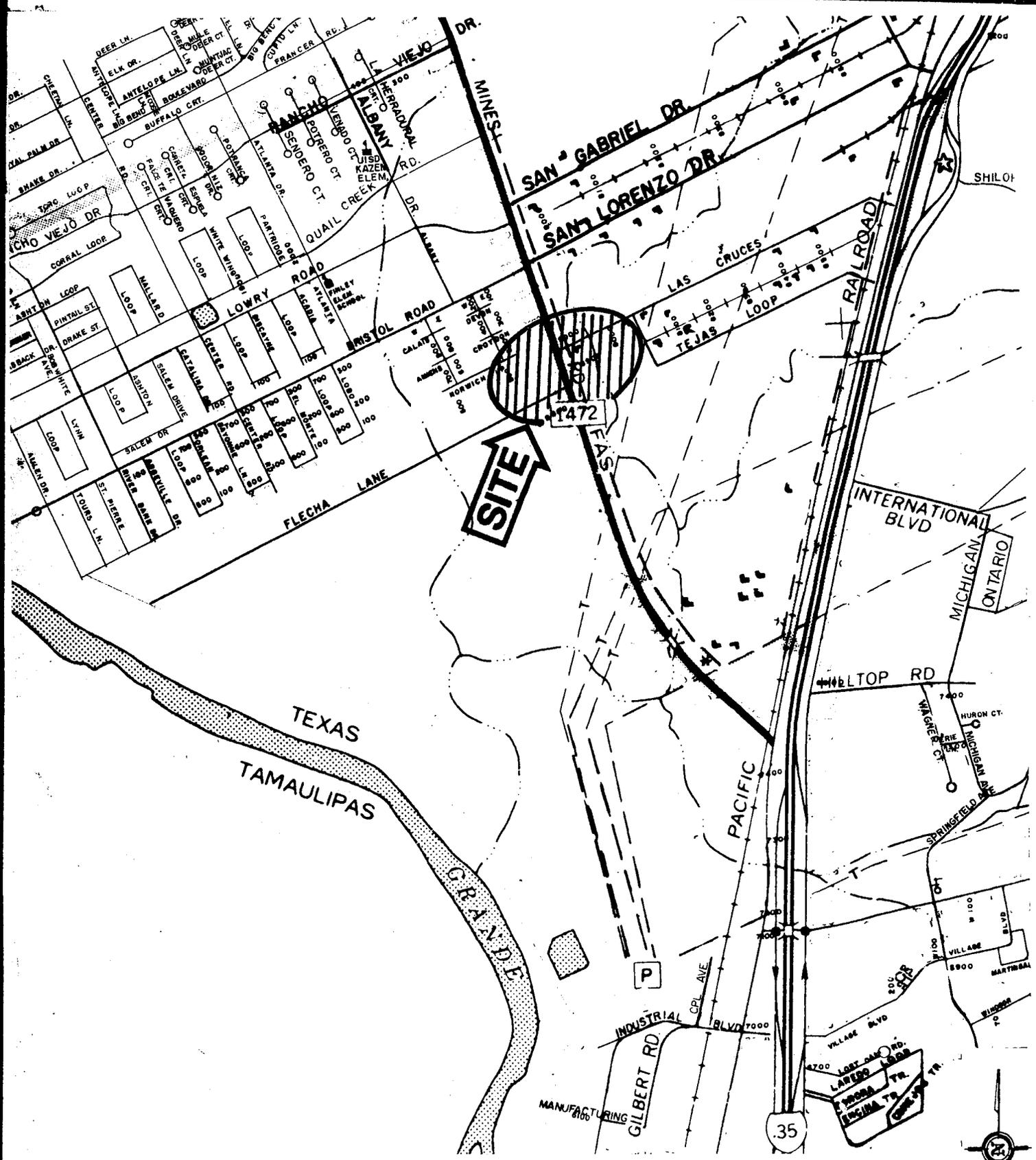
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**Attachments**

Amendment No. 3

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**CONSIDERATION FOR APPROVAL OF AMENDMENT No.3, FOR THE WEST LAREDO  
CORRIDOR-FLECHA LANE/LAS CRUCES INTERSECTION RE-ALIGNMENT**

City Council Meeting  
August 4, 2014

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM



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CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**AMENDMENT NO. 3**

July 22, 2014

Mr. Rogelio Rivera, P.E., R.P.L.S., City Engineer  
City Engineering Department  
1110 Houston Street  
Laredo, Texas 78041  
Attn: Mr. Gabriel Martinez, P.E.

*E0315001*

**RE: West Laredo Corridor-Phase II (Las Cruces Dr. - Flecha Ln.)**

Fee Amendment no. 3 for CSJ: 0922-33-076

Mr. Martinez,

At this time, CEC is requesting a supplemental agreement to the West Laredo Corridor-Phase II (Las Cruces Dr. – Flecha Ln.) contract in order to modify the contract period, which is set to terminate at the close of business on August 31, 2014. We request that the contract period be extended to August 31, 2016 to allow for CEC to provide bidding and construction phase services for this project.

CEC is also requesting a fee amendment in the amount of \$21,000.00 for additional Engineering and Surveying Services associated with the West Laredo Corridor-Phase II (Las Cruces Dr. – Flecha Ln.) project attributed to the items listed below:

1. Pavement Design- The Geotechnical report contains the pavement design calculations and pavement options. TxDOT is requesting a separate Pavement Design Report. The City of Laredo also requested for CEC to evaluate the cost of concrete pavement instead of asphalt.  
Note: There will be a need to request additional fee to incorporate concrete pavement into the typical sections, quantities, details, cross sections, earthwork, etc. if the City of Laredo chooses this option.
2. Additional Meetings and Coordination- CEC has performed additional meetings during multiple schematic reviews and utility coordination/mapping efforts. While our original fee supported project meetings, we have exceeded the original budget for meetings and will require additional budget for meetings and coordination during the 90% and final reviews.
3. Resubmittal of Bridge Layouts and Details – The initial bridge submittal fell under the general submittals provided in the contract. Responding to comments from TxDOT, revising plans, and resubmitting is considered additional services and will require additional services.

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LAREDO · SAN ANTONIO · BRYAN/COLLEGE STATION

Changes to the contract due to this amendment are as follows:

Original Contract Amount.....	\$328,600.00
Amendment No. 1.....	\$24,545.00
Amendment No. 2.....	\$1,200.00
Amendment No. 3.....	<u>\$21,000.00</u>
Current Engineering Contract Amount...	<b>\$375,345.00</b>

**FEE:** Our Fee Budget for Amendment No. 3 services will be as follows:

- **Engineering**
  - **Pavement Design - \$6,000**
  - **Additional Meetings and Coordination - \$5,000**
  - **Bridge Resubmittal - \$10,000**

**TOTAL FEE     \$21,000.00**

If you have any questions or wish to meet on this project, please feel free to me at (210) 641-9999.

Sincerely,  
CIVIL ENGINEERING CONSULTANTS



**Kyle Gass, P.E., CFM**  
Principal / Project Manager

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Rogelio Rivera, P.E., Engineering Department Director, Jack Dunn, Fleet General Manager, Rosario Cabello, Financial Services Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY14-075 to the sole bidder, Gateway Glass & Mirror, Laredo, Texas in an amount up to \$15,000.00 for the purchase of windshield and back glass replacement parts/services for the City's automobiles and trucks. 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 six (6), additional one (1) years periods each upon mutual agreement of the parties and subject to future budget appropriations. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received one bid for the purchase of windshield and back glass replacement parts/service for the City's automobiles and trucks. Staff has reviewed the bid submitted and is recommending that a contract be awarded to the sole bidder Gateway Glass & Mirror, Laredo, Texas.

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 six (6), additional one (1) years 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.

Pricing Summary is Attached.

## COMMITTEE RECOMMENDATION

None.

## STAFF RECOMMENDATION

It is recommended that this contract be approved.

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### Fiscal Impact

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 59328105332080  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

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

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### Attachments

Bid Tab FY14-075

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**Gateway Glass & Mirror  
Laredo, Texas 78040**

Item	Description	Qty	Unit Price	Total Price	NAGS Part#
1	2012-2014 Chevrolet Caprice PPV	2	\$ 147.50	\$ 295.00	
2	2008-2012 Ford F250-F350	2	\$ 137.50	\$ 275.00	
3	2003 Ford Crown Victoria Front Glass	2	\$ 122.50	\$ 245.00	DW01506GBY
4	2003 Ford Crown Victoria Back Glass	1	\$ 162.50	\$ 162.50	DB09692GTY
5	2002-C-15 Chevy Truck Front Glass	1	\$ 137.50	\$ 137.50	DW1341GBY
6	2013-2014 Chevrolet 2500HD	2	\$ 108.50	\$ 217.00	
7	2011-2012 Ford Taurus	2	\$ 132.50	\$ 265.00	
8	2004 Chevrolet Tahoe LS Front Glass	1	\$ 108.50	\$ 108.50	DW1341GBY
9	2004 Chevrolet Trailblazer LS Front Glass	1	\$ 108.50	\$ 108.50	DW1447GBY
10	2004 Chevrolet Exp. Pass.. Van Front Glass	1	\$ 122.50	\$ 122.50	DW1265GBN
11	2004 Chrysler Voyager LX Van Front Glass	1	\$ 130.00	\$ 130.00	DW1411GBN
12	2004 Grand Cherokee Laredo Front Glass	2	\$ 152.50	\$ 305.00	DW1464GBY
13	2004 Ford Super Cab Truck Front Glass	2	\$ 145.00	\$ 290.00	DW1529GTY
14	2004 Ford Expedition XLT Front Glass	1	\$ 128.50	\$ 128.50	DW1482GBN
15	2002-2003 Ford Ranger Windshield	3	\$ 123.50	\$ 370.50	DW1317GBY
16	2002-2003 Ford Ranger Rear Back Glass	3	\$ 147.50	\$ 442.50	DB9288GTY
17	2005 Ford Crown Victoria Windshield	8	\$ 152.50	\$ 1,220.00	DW1506GBY
18	2005 Ford Crown Victoria Rear Back Glass	5	\$ 117.50	\$ 587.50	DB10713GTY
19	2005 Ford Crown Victoria Rear Left Side Window	5	\$ 207.50	\$ 1,037.50	DD8637GTN
20	2005 Ford Crown Victoria Rear Right Side Window	5	\$ 98.00	\$ 490.00	DD8636GTN
21	2005 Ford Ranger Windshield	3	\$ 122.50	\$ 367.50	DW1317GBY
22	2005 Ford Ranger Rear Back Glass	3	\$ 147.50	\$ 442.50	DB9288GTY
23	2008 Dodge Magnum Front Glass	3	\$ 175.00	\$ 525.00	DWO1572
24	2008 Dodge Charger Front Glass	3	\$ 175.00	\$ 525.00	DWO1660
25	2008 Dodge Magnum Rear Back Glass	2	\$ 147.50	\$ 295.00	DB11487
26	2008 Dodge Charger Rear Back Glass	2	\$ 147.50	\$ 295.00	DB11486
27	2009-2010 Ford Crown Victoria Back Glass	5	\$ 162.50	\$ 812.50	DB10949
			Grand Total	<u>\$ 10,200.50</u>	

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY14-070 to the sole bidder, Gutierrez Machine Shop, Laredo, Texas in an amount up to \$750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Funding is available in the Utilities Department Budget. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received (1) one bid for the professional services welding contract. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. The Utilities Department has reviewed the bid received and is recommending that a contract be awarded to Gutierrez Machine Shop, Laredo, Texas.

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 six, additional one (1) years 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	\$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	\$ 67.50 /Hour
Holiday/Weekend Pay Rate	\$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	\$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	\$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	\$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	\$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	\$ 67.50 /Hour

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55942105332030  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55942205332030  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**

**Account #:** 55741305332030

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2014

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 55741205332030

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

**FINANCIAL IMPACT:**

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

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**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Rosario Cabello, Finance Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to ratify the award of annual contracts FY14-053 by the City Manager to the following bidders:

1. Laredo Cycle Sports, Laredo, Texas in an amount up to \$20,000.00; and
2. Corpus Christi Cycles, South Padre Island, Texas in an amount up to \$15,000.00,

for the purchase of motorcycle Original Equipment Manufacturer (OEM) parts/services for the City's Police motorcycles. 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, additional one (1) years periods each upon mutual agreement of the parties and subject to future appropriations. All parts and services will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget. **(Approved by Finance Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received two bids for the purchase of motorcycle Original Equipment Manufacturer (OEM) parts/services for the City's police motorcycles. Staff is recommending that contracts be awarded to Laredo Cycle Sports and Corpus Christi Cycles.

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, additional one (1) years 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be approved.

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**Fiscal Impact**

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 59328105332071  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

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

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**Attachments**

Bid Tab FY14-053

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<b>Section Harley Davidson Motorcycles</b>		<b>Laredo Cycle Sports, LTD. Laredo, TX</b>	<b>Corpus Christi Cycle Plaza Corpus Christi, TX</b>
<b>I</b>	Percent of discount offered %	15% off Retail Price	N/A
	Product identification (Mfr.)	Harley Davidson	N/A
	Type price schedule (dealer, jobber, etc.)	Dealer	N/A
	Price Schedule Number	N/A	N/A
	Date of price schedule	1-Mar-13	N/A
	Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Retail	N/A
	Labor Rate for Services	N/A	N/A
	Service will be completed within	N/A	N/A
<b>Section Victory Motorcycles</b>		<b>Corpus Christi Cycle Plaza Corpus Christi, TX</b>	<b>Laredo Cycle Sports, LTD. Laredo, TX</b>
<b>II</b>	Percent of discount offered %	Cost Plus 30%	N/A
	Product identification (Mfr.)	Polaris: Victory OEM	N/A
	Type price schedule (dealer, jobber, etc.)	Dealer	N/A
	Price Schedule Number	Price Schedule Attached	N/A
	Date of price schedule	4/1/2014	N/A
	Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Wholesale	N/A
	Labor Rate for Services	\$ 75.00 Per/Hour	N/A
	Service will be completed within	1-5 Working Days	N/A

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Tomas M. Rodriguez Jr., P.E., Utilities Director

**SUBJECT**

Consideration for approval of change order No. 1, in the amount of \$114,857.50 for a total final contract amount of \$1,773,547.50 to QRO-Mex Construction Inc.; Granite Shoals, Texas for the Lomas Del Sur, Cielito Lindo, Backwoods Trail and SH359 Waterline Extensions project. The contractor for this change order will install a 24" steel casing for a future sanitary sewer main. The construction contract is amended from one hundred twenty (120) working days to one hundred ninety (190) working days. Funding for the change order is available in the 2006 Sewer Revenue Bond, 2007 Sewer Revenue Bond, and 2008B Sewer C.O. Bond. **(Approved by Finance Committee)**

**PREVIOUS COUNCIL ACTION**

City Council approved the construction contract to QroMex Construction on March 17, 2014.

**BACKGROUND**

The contractor for this change order will extend a 24" steel casing through Cuatro Vientos Road south of the intersection with Cielito Lindo and Cuatro Vientos Road to prepare for a future wastewater main or force main. Also will install the traffic control and Storm water Pollution Prevention Plan.

Contract	Amount	Working Days
Original	\$1,658,690.00	120
Change Order #1	\$114, 857.50	70
Total	\$1,773,547.50	190

**COMMITTEE RECOMMENDATION**

Operation and Finance Committee.

**STAFF RECOMMENDATION**

Approval of Motion

## **Fiscal Impact**

**Fiscal Year:** 2013-2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2006 Sewer Revenue Bond  
**Account #:** 559-4280-538-0360  
**Change Order: Exceeds 25% Y/N:** N

### **FINANCIAL IMPACT:**

559-4280-538-0360 \$3,106.00 Sewer System 2006 Revenue Bond  
559-4281-538-0360 \$15,033.00 Sewer System 2007 Revenue Bond  
559-4282-538-0360 \$96,718.50 Sewer System 2008 B Comb Tax/Rev Cert

**Fiscal Year:** 2013-2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2007 Sewer Revenue Bond  
**Account #:** 559-4281-538-0360  
**Change Order: Exceeds 25% Y/N:** N

### **FINANCIAL IMPACT:**

559-4280-538-0360 \$3,106.00 Sewer System 2006 Revenue Bond  
559-4281-538-0360 \$15,033.00 Sewer System 2007 Revenue Bond  
559-4282-538-0360 \$96,718.50 Sewer System 2008 B Comb Tax/Rev Cert

**Fiscal Year:** 2013-2014  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2008 Sewer B C.O.  
**Account #:** 559-4282-538-0360  
**Change Order: Exceeds 25% Y/N:** N

### **FINANCIAL IMPACT:**

559-4280-538-0360 \$3,106.00 Sewer System 2006 Revenue Bond  
559-4281-538-0360 \$15,033.00 Sewer System 2007 Revenue Bond  
559-4282-538-0363 \$96,718.50 Sewer System 2008 B Comb Tax/Rev Cert

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## **Attachments**

Lomas Del Sur change Order #1 QroMex

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**Construction Change Order**

Project: City of Laredo - Cielito Lindo, Lomas Del Sur, Backwoods Trail & SH 359 Waterline Extensions

Contractor: Qro-Mex Construction Co., Inc.  
 Arturo Rubio  
 2801 Prairie Creek Rd.  
 Granite Shoals, Texas 78654

C. O. No.: 1

Date: July 9, 2014

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the contract and all provisions of the contract shall apply hereto.

Item #	Description	Estimated Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
36	ADD Rock Clause complete in place.	280	LF	\$ 48.00		\$ 13,440.00
39	ADD Silt fence complete in place.	120	LF	\$ 2.50		\$ 300.00
41	ADD Revegetation (hydromulch) including vegetative watering complete in place.	125	SY	\$ 2.50		\$ 312.50
44	ADD Erosion control blanket complete in place.	125	SY	\$ 1.80		\$ 225.00
55 New	ADD Traffic control complete in place.	1	LS	\$ 6,500.00		\$ 6,500.00
56 New	ADD 24" Jack and dry bore including steel casing complete in place.	280	LF	\$ 336.00		\$ 94,080.00
					<b>Total Decrease</b>	<b>Total Increase</b>
					\$ -	\$ 114,857.50
					<b>Net Increase</b>	<b>\$114,857.50</b>

**JUSTIFICATION:**

Change order necessary for the addition of installation of future wastewater forcemain crossing at Cuatro Vientos (SL20).

Contract Price Including Previous Change Orders:	\$1,658,690.00	Contract Time Including Previous Change Orders:	120 Working Days
Net Increase Resulting from this Change Order:	\$114,857.50	Net Increase Resulting from this Change Order:	70 Days
Current Contract Price Including this Change Order:	\$1,773,547.50	Current Contract Time Including this Change Order:	190 Working Days

Recommended By:

*FOR*   
 \_\_\_\_\_  
 Edward D. Garza, P.E., CFM  
 Crane Engineering Corp.

Date: 7/9/14

Accepted By:

  
 \_\_\_\_\_  
 Arturo Rubio  
 Qro-Mex Construction Co., Inc.

Date: 7/9/14

Approved By:

\_\_\_\_\_  
 Tomas Rodriguez, P.E.  
 City of Laredo Utility Director

Date: \_\_\_\_\_

Approved By:

\_\_\_\_\_  
 Raul Casso, Esq.  
 City Attorney

Date: \_\_\_\_\_

Approved By:

\_\_\_\_\_  
 Gustavo Guevara, Jr.  
 City Secretary

Date: \_\_\_\_\_

Approved By:

\_\_\_\_\_  
 Carlos R. Villarreal  
 City Manager

Date: \_\_\_\_\_

**City Council-Regular**

**Meeting Date:** 08/04/2014

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

**Staff Source:** Elizabeth Martinez, RTA, Tax Assessor/Collector

**SUBJECT**

Approval of the 2014 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City’s tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2014; and setting of the public hearing dates of August 18th and September 2nd, 2014 for the proposed tax rate of \$0.637000/\$100 value.

**(This will be the Eleventh year that the City adopts the same tax rate.)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

Not Applicable

**PREVIOUS COUNCIL ACTION**

Every year City Council approves the appraisal roll from Webb County Appraisal District for the development of the City’s tax roll, accepts Effective and Rollback Tax Rate calculations, and sets the public hearing dates as required by the Texas Property Tax Code.

**BACKGROUND**

Each year the Webb County Appraisal District certifies an appraisal roll to be used as a base for our tax levy. Based on the Certified 2014 Appraisal Roll, as provided by the Webb County Appraisal District on July 25, 2014, we reflect the following:

	Certified ARB Approved Appraisal Roll	Under ARB Review	Certified Grand Total
Total Market Value	\$ 13,378,064,580	\$ 69,787,840	\$ 13,447,852,420
Total Assessed	\$ 13,160,321,925	\$ 69,597,320	\$ 13,229,919,245
Total Taxable Value	\$ 11,316,027,555	\$ 69,378,460	\$ 11,385,406,015
Number of Accounts	84,381	134	84,515

Of the above totals, annexed property and new improvements are as follows:

	Market Value	Taxable Value
Properties annexed after January 1, 2013	\$ 50,870	\$ 20
New Improvements and New Personal Property	\$ 191,281,320	\$ 179,715,628

Rates in accordance with Truth-in-Taxation guidelines are noted below:

2014 Effective Tax Rate	\$0.623440
-------------------------	------------

2014 Rollback Rate

\$0.661053

**Copies of the certified appraisal roll and effective and rollback calculations are attached.**

**COMMITTEE RECOMMENDATION**

Not Applicable

**STAFF RECOMMENDATION**

Approval of the 2014 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2014; and setting of the public hearing dates of August 18<sup>th</sup> and September 2<sup>nd</sup>, 2014 for the proposed tax rate of 0.637000/\$100 value.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Tax Levy will generate Fiscal Year 2014-2015 revenue for General Fund Maintenance and Operations and Tax Supported Debt.

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**Attachments**

WCAD Certified Appraisal Roll

Effective & Rollback Rate Calculations

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WEBB COUNTY APPRAISAL DISTRICT  
3302 CLARK BOULEVARD  
LAREDO, TEXAS 78043-3346  
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATION OF YEAR 2014  
APPRAISAL ROLL  
FOR  
CITY OF LAREDO**

"I, MARTIN VILLARREAL, CHIEF APPRAISER FOR WEBB COUNTY APPRAISAL DISTRICT, SOLEMNLY SWEAR THAT THE ATTACHED IS THAT PORTION OF THE APPROVED APPRAISAL ROLL OF THE WEBB COUNTY APPRAISAL DISTRICT WHICH LISTS PROPERTY TAXABLE BY

**CITY OF LAREDO**

AND CONSTITUTES THE APPRAISAL ROLL FOR WEBB COUNTY APPRAISAL DISTRICT PER, PTC, SECTION 26.01."

**YEAR 2014 APPRAISAL ROLL INFORMATION:**

<b>TOTAL APPRAISED VALUE</b>	<u><b>\$ 13,166,310,784</b></u>
<b>TOTAL ASSESSED VALUE</b>	<u><b>\$ 13,160,321,925</b></u>
<b>TOTAL NET TAXABLE VALUE</b>	<u><b>\$ 11,316,027,555</b></u>
<b>NUMBER OF ACCOUNTS</b>	<u><b>84,381</b></u>

**MARTIN VILLARREAL  
CHIEF APPRAISER**

**JULY 25, 2014**  
**DATE**



WEBB COUNTY APPRAISAL DISTRICT  
3302 CLARK BOULEVARD  
LAREDO, TEXAS 78043-3346  
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE  
OF  
VALUATIONS UNDER PROTEST**

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY UNDER PROTEST, PENDING BEFORE THE APPRAISAL REVIEW BOARD AND NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN FOR:

**CITY OF LAREDO**

FOR THE YEAR 2014, AFTER BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

**TOTAL NET TAXABLE VALUE UNDER PROTEST AND NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL \$ 69,378,460**

SIGNED THIS 25<sup>th</sup> DAY OF JULY, 2014.

**MARTIN VILLARREAL  
CHIEF APPRAISER**



WEBB COUNTY APPRAISAL DISTRICT  
3302 CLARK BOULEVARD  
LAREDO, TEXAS 78043-3346  
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE  
OF  
CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON  
THE APPRAISAL ROLL**

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY, PURSUANT TO H.B. 2226, REASONABLY LIKELY TO BE ADDED TO THE APPRAISAL ROLL AND TAXABLE BY THE TAXING UNIT BUT THAT WAS NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN:

**CITY OF LAREDO**

FOR THE YEAR 2014, BEFORE BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

**TOTAL NET TAXABLE VALUE OF CERTAIN  
TAXABLE PROPERTIES NOT INCLUDED  
ON THE CERTIFIED APPRAISAL ROLL      \$ 0**

SIGNED THIS 25<sup>th</sup> DAY OF JULY, 2014.

MARTIN VILLARREAL  
CHIEF APPRAISER



WEBB COUNTY APPRAISAL DISTRICT  
3302 CLARK BOULEVARD  
LAREDO, TEXAS 78043-3346  
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE  
OF  
CERTAIN RENDITION RELATED PENALTIES**

THE STATE OF TEXAS

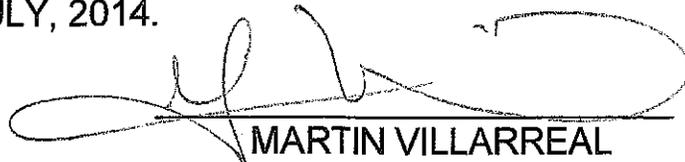
COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT FOR THE IMPOSITION OF A RENDITION RELATED PENALTY, PURSUANT TO H. B. 2491 AMENDING SEC. 22.28 OF THE TEXAS PROPERTY TAX CODE, WHICH ESTABLISHES THAT THE ASSESSOR SHALL ADD A 10% PENALTY OF THE TOTAL AMOUNT OF TAXES IMPOSED ON THE PROPERTY FOR THAT YEAR AND INCLUDE THE PENALTY IN THE TAX BILL (S) FOR:

**CITY OF LAREDO**

FOR THE YEAR 2014, THE PENALTY IMPOSED AND APPROVED BY THE CHIEF APPRAISER FOR PROPERTY OWNERS WHO FAILED TO TIMELY FILE A RENDITION STATEMENT OR PROPERTY REPORT REQUIRED BY CHAPTER 22, TEXAS PROPERTY TAX CODE ARE ESTABLISHED ON THE LISTING INCLUDED ON THE CD #1.

SIGNED THIS 25<sup>th</sup> DAY OF JULY, 2014.

  
MARTIN VILLARREAL  
CHIEF APPRAISER

**2014 CERTIFIED TOTALS**

Property Count: 84,381

C1 - CITY OF LAREDO  
ARB Approved Totals

7/21/2014 10:30:14AM

Land		Value			
Homesite:		1,045,479,385			
Non Homesite:		2,657,147,973			
Ag Market:		212,613,479			
Timber Market:		0	<b>Total Land</b>	(+) 3,915,240,837	
Improvement		Value			
Homesite:		3,002,082,175			
Non Homesite:		4,777,957,343	<b>Total Improvements</b>	(+) 7,780,039,518	
Non Real		Count	Value		
Personal Property:	8,415		1,675,221,440		
Mineral Property:	559		7,562,785		
Autos:	0		0	<b>Total Non Real</b>	(+) 1,682,784,225
			<b>Market Value</b>	=	13,378,064,580
Ag		Non Exempt	Exempt		
Total Productivity Market:	212,613,479		0		
Ag Use:	859,683		0	<b>Productivity Loss</b>	(-) 211,753,796
Timber Use:	0		0	<b>Appraised Value</b>	= 13,166,310,784
Productivity Loss:	211,753,796		0	<b>Homestead Cap</b>	(-) 5,988,859
				<b>Assessed Value</b>	= 13,160,321,925
				<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 1,844,294,370
				<b>Net Taxable</b>	= 11,316,027,555

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	76,605,891	74,096,357	435,020.38	469,590.00	1,000			
DPS	1,242,920	1,235,420	6,424.43	6,806.31	13			
OV65	823,845,921	573,163,855	3,275,580.28	3,454,785.86	8,253			
<b>Total</b>	<b>901,694,732</b>	<b>648,495,632</b>	<b>3,717,025.09</b>	<b>3,931,182.17</b>	<b>9,266</b>	<b>Freeze Taxable</b>	(-) 648,495,632	
<b>Tax Rate</b>	<b>0.637000</b>							
						<b>Freeze Adjusted Taxable</b>	= 10,667,531,923	

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 71,669,203.44 = 10,667,531,923 \* (0.637000 / 100) + 3,717,025.09

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

## 2014 CERTIFIED TOTALS

Property Count: 84,381

C1 - CITY OF LAREDO  
ARB Approved Totals

7/21/2014

10:30:20AM

## Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	72,137,820	0	72,137,820
DP	1,113	0	0	0
DPS	13	0	0	0
DV1	202	0	1,431,165	1,431,165
DV1S	24	0	115,000	115,000
DV2	162	0	1,472,030	1,472,030
DV2S	9	0	67,500	67,500
DV3	169	0	1,726,200	1,726,200
DV3S	9	0	90,000	90,000
DV4	369	0	2,488,440	2,488,440
DV4S	49	0	441,450	441,450
DVHS	255	0	30,941,858	30,941,858
DVHSS	16	0	2,133,145	2,133,145
EX-XA	64	0	51,047,260	51,047,260
EX-XD	39	0	2,729,130	2,729,130
EX-XD (Prorated)	16	0	788,320	788,320
EX-XG	4	0	896,180	896,180
EX-XI	3	0	2,156,530	2,156,530
EX-XJ	6	0	22,361,200	22,361,200
EX-XL	3	0	105,220	105,220
EX-XU	3	0	230,290	230,290
EX-XV	2,565	0	1,186,644,010	1,186,644,010
EX-XV (Prorated)	23	0	1,641,500	1,641,500
EX366	329	0	86,150	86,150
FR	119	204,230,843	0	204,230,843
GIT	5	1,542,800	0	1,542,800
OV65	7,959	222,158,376	0	222,158,376
OV65S	836	24,073,143	0	24,073,143
PC	5	10,194,840	0	10,194,840
SO	1	363,970	0	363,970
<b>Totals</b>		<b>534,701,792</b>	<b>1,309,592,578</b>	<b>1,844,294,370</b>

**2014 CERTIFIED TOTALS**

Property Count: 134

**C1 - CITY OF LAREDO**  
Under ARB Review Totals

7/21/2014 10:30:14AM

Land		Value		
Homesite:		1,548,400		
Non Homesite:		5,689,950		
Ag Market:		0		
Timber Market:		0		
			<b>Total Land</b>	(+) 7,238,350
Improvement		Value		
Homesite:		4,449,450		
Non Homesite:		15,630,660	<b>Total Improvements</b>	(+) 20,080,110
Non Real		Count	Value	
Personal Property:	32	42,469,380		
Mineral Property:	0	0		
Autos:	0	0	<b>Total Non Real</b>	(+) 42,469,380
			<b>Market Value</b>	= 69,787,840
Ag		n Exempt	Exempt	
Total Productivity Market:	0	0		
Ag Use:	0	0	<b>Productivity Loss</b>	(-) 0
Timber Use:	0	0	<b>Appraised Value</b>	= 69,787,840
Productivity Loss:	0	0		
			<b>Homestead Cap</b>	(-) 190,520
			<b>Assessed Value</b>	= 69,597,320
			<b>Total Exemptions Amount</b> (Breakdown on Next Page)	(-) 218,860
			<b>Net Taxable</b>	= 69,378,460

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
OV65	821,210	701,210	4,305.22	4,309.76	4	
<b>Total</b>	<b>821,210</b>	<b>701,210</b>	<b>4,305.22</b>	<b>4,309.76</b>	<b>4</b>	<b>Freeze Taxable</b> (-) 701,210
<b>Tax Rate</b>	<b>0.637000</b>					
						<b>Freeze Adjusted Taxable</b> = 68,677,250

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 441,779.30 = 68,677,250 \* (0.637000 / 100) + 4,305.22

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2014 CERTIFIED TOTALS**

Property Count: 134

**C1 - CITY OF LAREDO**  
Under ARB Review Totals

7/21/2014

10:30:20AM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
FR	1	98,860	0	98,860
OV65	4	120,000	0	120,000
	<b>Totals</b>	<b>218,860</b>	<b>0</b>	<b>218,860</b>

# 2014 CERTIFIED TOTALS

Property Count: 84,515

C1 - CITY OF LAREDO

Grand Totals

7/21/2014 10:30:14AM

Land		Value		
Homesite:		1,047,027,785		
Non Homesite:		2,662,837,923		
Ag Market:		212,613,479		
Timber Market:		0	<b>Total Land</b>	(+) 3,922,479,187
Improvement		Value		
Homesite:		3,006,531,625		
Non Homesite:		4,793,588,003	<b>Total Improvements</b>	(+) 7,800,119,628
Non Real		Count	Value	
Personal Property:	8,447		1,717,690,820	
Mineral Property:	559		7,562,785	
Autos:	0		0	
			<b>Total Non Real</b>	(+) 1,725,253,605
			<b>Market Value</b>	= 13,447,852,420
Exempt		Non Exempt	Exempt	
Total Productivity Market:		212,613,479	0	
Ag Use:		859,683	0	<b>Productivity Loss</b> (-) 211,753,796
Timber Use:		0	0	<b>Appraised Value</b> = 13,236,098,624
Productivity Loss:		211,753,796	0	
			<b>Homestead Cap</b>	(-) 6,179,379
			<b>Assessed Value</b>	= 13,229,919,245
			<b>Total Exemptions Amount</b>	(-) 1,844,513,230
			<b>(Breakdown on Next Page)</b>	
			<b>Net Taxable</b>	= 11,385,406,015

Freeze	Assessed	Taxable	Actual Tax	Celling	Count	
DP	76,605,891	74,096,357	435,020.38	469,590.00	1,000	
DPS	1,242,920	1,235,420	6,424.43	6,806.31	13	
OV65	824,667,131	573,865,065	3,279,885.50	3,459,095.62	8,257	
<b>Total</b>	<b>902,515,942</b>	<b>649,196,842</b>	<b>3,721,330.31</b>	<b>3,935,491.93</b>	<b>9,270</b>	<b>Freeze Taxable</b> (-) 649,196,842
<b>Tax Rate</b>	<b>0.637000</b>					
						<b>Freeze Adjusted Taxable</b> = 10,736,209,173

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 72,110,982.74 = 10,736,209,173 \* (0.637000 / 100) + 3,721,330.31

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2014 CERTIFIED TOTALS**

Property Count: 84,515

**C1 - CITY OF LAREDO**  
Grand Totals

7/21/2014

10:30:20AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	1	72,137,820	0	72,137,820
DP	1,113	0	0	0
DPS	13	0	0	0
DV1	202	0	1,431,165	1,431,165
DV1S	24	0	115,000	115,000
DV2	162	0	1,472,030	1,472,030
DV2S	9	0	67,500	67,500
DV3	169	0	1,726,200	1,726,200
DV3S	9	0	90,000	90,000
DV4	369	0	2,488,440	2,488,440
DV4S	49	0	441,450	441,450
DVHS	255	0	30,941,858	30,941,858
DVHSS	16	0	2,133,145	2,133,145
EX-XA	64	0	51,047,260	51,047,260
EX-XD	39	0	2,729,130	2,729,130
EX-XD (Prorated)	16	0	788,320	788,320
EX-XG	4	0	896,180	896,180
EX-XI	3	0	2,156,530	2,156,530
EX-XJ	6	0	22,361,200	22,361,200
EX-XL	3	0	105,220	105,220
EX-XU	3	0	230,290	230,290
EX-XV	2,565	0	1,186,644,010	1,186,644,010
EX-XV (Prorated)	23	0	1,641,500	1,641,500
EX366	329	0	86,150	86,150
FR	120	204,329,703	0	204,329,703
GIT	5	1,542,800	0	1,542,800
OV65	7,963	222,278,376	0	222,278,376
OV65S	836	24,073,143	0	24,073,143
PC	5	10,194,840	0	10,194,840
SO	1	363,970	0	363,970
<b>Totals</b>		<b>534,920,652</b>	<b>1,309,592,578</b>	<b>1,844,513,230</b>

**2014 CERTIFIED TOTALS**

Property Count: 84,381

**C1 - CITY OF LAREDO**  
ARB Approved Totals

7/21/2014 10:30:20AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	55,312		\$114,451,709	\$5,973,719,696
B	MULTIFAMILY RESIDENCE	1,073		\$16,279,970	\$433,045,562
C1	VACANT LOTS AND LAND TRACTS	5,105		\$0	\$356,266,107
C2	COLONIA LOTS AND LAND TRACTS	1		\$0	\$1,140
D1	QUALIFIED OPEN-SPACE LAND	378	17,232.0728	\$0	\$212,613,479
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	20		\$28,440	\$154,622
E	RURAL LAND, NON QUALIFIED OPEN SP	511	5,465.7502	\$211,140	\$140,635,852
F1	COMMERCIAL REAL PROPERTY	5,795		\$39,520,390	\$3,138,048,414
F2	INDUSTRIAL AND MANUFACTURING REA	35		\$3,958,620	\$69,591,590
G1	OIL AND GAS	462		\$0	\$7,526,315
H2	GOODS IN TRANSIT	3		\$0	\$1,251,830
J2	GAS DISTRIBUTION SYSTEM	8		\$0	\$10,231,020
J3	ELECTRIC COMPANY (INCLUDING CO-OP	21		\$0	\$151,854,070
J4	TELEPHONE COMPANY (INCLUDING CO-	43		\$0	\$30,478,170
J5	RAILROAD	214		\$0	\$35,749,840
J6	PIPELAND COMPANY	3		\$0	\$357,340
J7	CABLE TELEVISION COMPANY	26		\$0	\$19,013,570
J8	OTHER TYPE OF UTILITY	9		\$0	\$1,773,310
L1	COMMERCIAL PERSONAL PROPERTY	7,593		\$1,383,050	\$1,058,624,740
L2	INDUSTRIAL AND MANUFACTURING PERS	150		\$0	\$335,600,990
M1	TANGIBLE OTHER PERSONAL, MOBILE H	4,719		\$1,535,740	\$75,442,473
O	RESIDENTIAL INVENTORY	767		\$3,079,150	\$17,451,710
S	SPECIAL INVENTORY TAX	214		\$0	\$39,903,950
X	TOTALLY EXEMPT PROPERTY	3,055		\$10,053,521	\$1,268,685,790
	<b>Totals</b>		<b>22,687.8230</b>	<b>\$190,501,730</b>	<b>\$13,378,064,580</b>

**2014 CERTIFIED TOTALS**

Property Count: 134

C1 - CITY OF LAREDO  
Under ARB Review Totals

7/21/2014 10:30:20AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	49		\$745,590	\$9,303,080
B	MULTIFAMILY RESIDENCE	5		\$0	\$1,756,490
C1	VACANT LOTS AND LAND TRACTS	22		\$0	\$365,860
E	RURAL LAND, NON QUALIFIED OPEN SP	2	0.4140	\$34,000	\$38,510
F1	COMMERCIAL REAL PROPERTY	23		\$0	\$15,794,310
J8	OTHER TYPE OF UTILITY	1		\$0	\$1,235,470
L1	COMMERCIAL PERSONAL PROPERTY	27		\$0	\$18,665,700
L2	INDUSTRIAL AND MANUFACTURING PERS	5		\$0	\$22,568,210
M1	TANGIBLE OTHER PERSONAL, MOBILE H	4		\$0	\$60,210
		<b>Totals</b>	0.4140	\$779,590	\$69,787,840

**2014 CERTIFIED TOTALS**

Property Count: 84,515

C1 - CITY OF LAREDO

Grand Totals

7/21/2014 10:30:20AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	55,361		\$115,197,299	\$5,983,022,776
B	MULTIFAMILY RESIDENCE	1,078		\$16,279,970	\$434,802,052
C1	VACANT LOTS AND LAND TRACTS	5,127		\$0	\$356,631,967
C2	COLONIA LOTS AND LAND TRACTS	1		\$0	\$1,140
D1	QUALIFIED OPEN-SPACE LAND	378	17,232.0728	\$0	\$212,613,479
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	20		\$28,440	\$154,822
E	RURAL LAND, NON QUALIFIED OPEN SP	513	5,456.1642	\$245,140	\$140,674,362
F1	COMMERCIAL REAL PROPERTY	5,818		\$39,520,390	\$3,153,842,724
F2	INDUSTRIAL AND MANUFACTURING REA	35		\$3,958,620	\$69,591,590
G1	OIL AND GAS	462		\$0	\$7,526,315
H2	GOODS IN TRANSIT	3		\$0	\$1,251,830
J2	GAS DISTRIBUTION SYSTEM	8		\$0	\$10,274,020
J3	ELECTRIC COMPANY (INCLUDING CO-OP	21		\$0	\$151,854,070
J4	TELEPHONE COMPANY (INCLUDING CO-	43		\$0	\$30,478,170
J5	RAILROAD	214		\$0	\$35,749,840
J6	PIPELAND COMPANY	3		\$0	\$357,340
J7	CABLE TELEVISION COMPANY	26		\$0	\$19,013,570
J8	OTHER TYPE OF UTILITY	10		\$0	\$3,008,780
L1	COMMERCIAL PERSONAL PROPERTY	7,620		\$1,383,050	\$1,077,290,440
L2	INDUSTRIAL AND MANUFACTURING PERS	155		\$0	\$358,169,200
M1	TANGIBLE OTHER PERSONAL, MOBILE H	4,723		\$1,535,740	\$75,502,683
O	RESIDENTIAL INVENTORY	767		\$3,079,150	\$17,451,710
S	SPECIAL INVENTORY TAX	214		\$0	\$39,903,950
X	TOTALLY EXEMPT PROPERTY	3,055		\$10,053,521	\$1,268,685,790
	<b>Totals</b>		<b>22,688.2370</b>	<b>\$191,281,320</b>	<b>\$13,447,852,420</b>

**2014 CERTIFIED TOTALS**

Property Count: 84,381

C1 - CITY OF LAREDO  
ARB Approved Totals

7/21/2014 10:30:20AM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL RESIDENTIAL SINGLE FAMILY	51,592		\$95,416,967	\$5,812,808,684
A2	REAL RESIDENTIAL MOBILE HOME	3,848		\$376,430	\$113,596,946
A5	REAL RESID_BLDG INCOMPLETE	470		\$18,658,312	\$47,314,066
B1	REAL RESIDENTIAL MULTI FAMILY	1,073		\$16,279,970	\$433,045,562
C1	REAL VACANT RESIDENTIAL	3,973		\$0	\$124,689,147
C2	REAL COLONIA LOTS & LAND TRACTS	1		\$0	\$1,140
C3	REAL VACANT RURAL & RECREATION	149		\$0	\$9,483,270
C4	VACANT, RIGHT OF WAY EASEMENTS	1		\$0	\$6,970
C5	REAL VACANT COMM & INDUSTRIAL	983		\$0	\$222,086,720
D1	ACREAGE QUALIFIED AGR LAND	378	17,232.0728	\$0	\$212,613,479
D2	IMPROVEMENTS ON QUALIFIED LAND	20		\$28,440	\$154,622
E1	REAL IMPROVEMENTS	113		\$169,750	\$2,522,557
E2	REAL IMPRS_LAND AS HSTD PROP	31		\$37,360	\$4,011,880
E3	RURAL LAND, NON QUALIFIED LAND	445		\$0	\$134,067,775
E4	MOBILE HOME IN RURAL AREAS	3		\$4,030	\$33,640
F1	REAL, COMMERCIAL	5,795		\$39,520,390	\$3,138,048,414
F2	REAL, INDUSTRIAL	35		\$3,958,620	\$69,591,590
G1	PRODUCING OIL, GAS AND MINERAL RE	462		\$0	\$7,526,315
H2	GOODS IN TRANSIT	3		\$0	\$1,251,830
J2	GAS COMPANIES	8		\$0	\$10,274,020
J3	ELECTRIC COMPANIES	21		\$0	\$151,854,070
J4	TELEPHONE COMPANIES	43		\$0	\$30,478,170
J5	RAILROADS	214		\$0	\$35,749,840
J6	PIPELINES	3		\$0	\$357,340
J7	CABLE TV	26		\$0	\$19,013,570
J8	COMPR, PUMP, MTR STA & DEHYD	9		\$0	\$1,773,310
L1	TANGIBLE PERSONAL, COMMERCIAL	7,593		\$1,383,050	\$1,058,624,740
L2	BUSINESS INDUSTRIAL	150		\$0	\$335,600,990
M1	TANGIBLE PERS, MOBILE HOMES	4,719		\$1,535,740	\$75,442,473
O1	REAL ESTATE INVENTORY	767		\$3,079,150	\$17,451,710
S	SPECIAL INVENTORY TAX	214		\$0	\$39,903,950
X	TOTALLY EXEMPT PROPERTY	3,055		\$10,053,521	\$1,268,685,790
	<b>Totals</b>		<b>17,232.0728</b>	<b>\$190,501,730</b>	<b>\$13,378,064,580</b>

**2014 CERTIFIED TOTALS**

Property Count: 134

C1 - CITY OF LAREDO  
Under ARB Review Totals

7/21/2014 10:30:20AM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL RESIDENTIAL SINGLE FAMILY	44		\$516,270	\$8,850,480
A2	REAL RESIDENTIAL MOBILE HOME	4		\$0	\$149,960
A5	REAL RESID_BLDG INCOMPLETE	2		\$229,320	\$302,640
B1	REAL RESIDENTIAL MULTI FAMILY	5		\$0	\$1,756,490
C1	REAL VACANT RESIDENTIAL	22		\$0	\$365,860
E1	REAL IMPROVEMENTS	1		\$34,000	\$34,000
E3	RURAL LAND, NON QUALIFIED LAND	1		\$0	\$4,510
F1	REAL, COMMERCIAL	23		\$0	\$15,794,310
J8	COMPR, PUMP, MTR STA & DEHYD	1		\$0	\$1,235,470
L1	TANGIBLE PERSONAL, COMMERCIAL	27		\$0	\$18,665,700
L2	BUSINESS INDUSTRIAL	5		\$0	\$22,568,210
M1	TANGIBLE PERS, MOBILE HOMES	4		\$0	\$60,210
	<b>Totals</b>		0.0000	\$779,590	\$69,787,840

## 2014 CERTIFIED TOTALS

Property Count: 84,515

C1 - CITY OF LAREDO

Grand Totals

7/21/2014

10:30:20AM

## CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL RESIDENTIAL SINGLE FAMILY	51,636		\$95,933,237	\$5,821,659,164
A2	REAL RESIDENTIAL MOBILE HOME	3,852		\$376,430	\$113,746,906
A5	REAL RESID_BLDG INCOMPLETE	472		\$18,887,632	\$47,616,706
B1	REAL RESIDENTIAL MULTI FAMILY	1,078		\$16,279,970	\$434,802,052
C1	REAL VACANT RESIDENTIAL	3,995		\$0	\$125,055,007
C2	REAL COLONIA LOTS & LAND TRACTS	1		\$0	\$1,140
C3	REAL VACANT RURAL & RECREATION	149		\$0	\$9,483,270
C4	VACANT, RIGHT OF WAY EASEMENTS	1		\$0	\$6,970
C5	REAL VACANT COMM & INDUSTRIAL	983		\$0	\$222,086,720
D1	ACREAGE QUALIFIED AGR LAND	378	17,232.0728	\$0	\$212,613,479
D2	IMPROVEMENTS ON QUALIFIED LAND	20		\$28,440	\$154,622
E1	REAL IMPROVEMENTS	114		\$203,750	\$2,556,557
E2	REAL IMPRS_LAND AS HSTD PROP	31		\$37,360	\$4,011,880
E3	RURAL LAND, NON QUALIFIED LAND	446		\$0	\$134,072,285
E4	MOBILE HOME IN RURAL AREAS	3		\$4,030	\$33,640
F1	REAL, COMMERCIAL	5,818		\$39,520,390	\$3,153,842,724
F2	REAL, INDUSTRIAL	35		\$3,958,620	\$69,591,590
G1	PRODUCING OIL, GAS AND MINERAL RE	462		\$0	\$7,526,315
H2	GOODS IN TRANSIT	3		\$0	\$1,251,830
J2	GAS COMPANIES	8		\$0	\$10,274,020
J3	ELECTRIC COMPANIES	21		\$0	\$151,854,070
J4	TELEPHONE COMPANIES	43		\$0	\$30,478,170
J5	RAILROADS	214		\$0	\$35,749,840
J6	PIPELINES	3		\$0	\$357,340
J7	CABLE TV	26		\$0	\$19,013,570
J8	COMPR, PUMP, MTR STA & DEHYD	10		\$0	\$3,008,780
L1	TANGIBLE PERSONAL, COMMERCIAL	7,620		\$1,383,050	\$1,077,290,440
L2	BUSINESS INDUSTRIAL	155		\$0	\$358,169,200
M1	TANGIBLE PERS, MOBILE HOMES	4,723		\$1,535,740	\$75,502,683
O1	REAL ESTATE INVENTORY	767		\$3,079,150	\$17,451,710
S	SPECIAL INVENTORY TAX	214		\$0	\$39,903,950
X	TOTALLY EXEMPT PROPERTY	3,055		\$10,053,521	\$1,268,685,790
	<b>Totals</b>		<b>17,232.0728</b>	<b>\$191,281,320</b>	<b>\$13,447,852,420</b>

# 2014 Effective Tax Rate Worksheet

## City of Laredo

Date: 07/25/2014 02:42 PM

<b>1. 2013 total taxable value.</b> Enter the amount of 2013 taxable value on the 2013 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$10,945,131,117
<b>2. 2013 tax ceilings.</b> Counties, cities and junior college districts. Enter 2013 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2013 or a prior year for homeowners age 65 or older or disabled, use this step.	\$622,967,794
<b>3. Preliminary 2013 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$10,322,163,323
<b>4. 2013 total adopted tax rate.</b>	\$0.637000/\$100
<b>5. 2013 taxable value lost because court appeals of ARB decisions reduced 2013 appraised value.</b> <b>A. Original 2013 ARB Values.</b>	\$4,385,040
<b>B. 2013 values resulting from final court decisions.</b>	\$4,033,810
<b>C. 2013 value loss.</b> Subtract B from A.	\$351,230
<b>6. 2013 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and Line 5C.	\$10,322,514,553
<b>7. 2013 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2013.</b> Enter the 2013 value of property in deannexed territory.	\$0
<b>8. 2013 taxable value lost because property first qualified for an exemption in 2014.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
<b>A. Absolute exemptions.</b> Use 2013 market value:	\$3,308,130
<b>B. Partial exemptions.</b> 2014 exemption amount or 2014 percentage exemption times 2013 value:	\$8,086,274
<b>C. Value loss.</b> Add A and B.	\$11,394,404
<b>9. 2013 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2014.</b> Use only properties that qualified in 2014 for the first time; do not use properties that qualified in 2013.	
<b>A. 2013 market value:</b>	\$0
<b>B. 2014 productivity or special appraised value:</b>	\$0
<b>C. Value loss.</b> Subtract B from A.	\$0
<b>10. Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$11,394,404

<b>11. 2013 adjusted taxable value.</b> Subtract Line 10 from Line 6.	\$10,311,120,149
<b>12. Adjusted 2013 taxes.</b> Multiply Line 4 by line 11 and divide by \$100.	\$65,681,835
<b>13. Taxes refunded for years preceding tax year 2013.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2013. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2013. This line applies only to tax years preceding tax year 2013.	\$61,543
<b>14. Taxes in tax increment financing (TIF) for tax year 2013.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2014 captured appraised value in Line 16D, enter 0.	\$0
<b>15. Adjusted 2013 taxes with refunds and TIF adjustment.</b> Add Lines 12 and 13, subtract Line 14.	\$65,743,378
<b>16. Total 2014 taxable value on the 2014 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.  A. <b>Certified values:</b>  B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:  C. <b>Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property:  D. <b>Tax increment financing:</b> Deduct the 2014 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2014 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.  E. <b>Total 2014 value.</b> Add A and B, then subtract C and D.	\$11,316,027,555  \$0  \$0  \$0  \$11,316,027,555
<b>17. Total value of properties under protest or not included on certified appraisal roll.</b>  A. <b>2014 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.  B. <b>2014 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.  C. <b>Total value under protest or not certified:</b> Add A and B.	\$58,144,661  \$0  \$58,144,661
<b>18. 2014 tax ceilings.</b> Counties, cities and junior colleges enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2013 or a prior year for homeowners age 65 or older or disabled use this step	\$649,196,842

<b>19. 2014 total taxable value.</b> Add Lines 16E and 17C. Subtract Line 18.	\$10,724,975,374
<b>20. Total 2014 taxable value of properties in territory annexed after Jan. 1, 2013.</b> Include both real and personal property. Enter the 2014 value of property in territory annexed.	\$20
<b>21. Total 2014 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2013. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2013, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2014.	\$179,715,628
<b>22. Total adjustments to the 2014 taxable value.</b> Add Lines 20 and 21.	\$179,715,648
<b>23. 2014 adjusted taxable value.</b> Subtract Line 22 from Line 19.	\$10,545,259,726
<b>24. 2014 effective tax rate.</b> Divide Line 15 by Line 23 and multiply by \$100.	\$0.623440/\$100
<b>25. COUNTIES ONLY.</b> Add together the effective tax rates for each type of tax the county levies. The total is the 2014 county effective tax rate.	

A county, city or hospital district that adopted the additional sales tax in November 2013 or in May 2014 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

## 2014 Rollback Tax Rate Worksheet City of Laredo

Date: 07/25/2014

<b>26. 2013 maintenance and operations (M&amp;O) tax rate.</b>	\$0.488257/\$100
<b>27. 2013 adjusted taxable value.</b> Enter the amount from Line 11.	\$10,311,120,149
<b>28. 2013 M&amp;O taxes.</b>	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$50,344,765
B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&O expenses in 2013. Enter amount from full year's sales tax revenue spent for M&O in 2013 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. <b>Taxes refunded for years preceding tax year 2013:</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2013. This line applies only to tax years preceding tax year 2013.	\$16,022
F. <b>Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. <b>Taxes in TIF:</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2014 captured appraised value in Line 16D, enter 0.	\$0
H. <b>Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$50,360,787
<b>29. 2014 adjusted taxable value.</b> Enter Line 23 from the Effective Tax Rate Worksheet.	\$10,545,259,726
<b>30. 2014 effective maintenance and operations rate.</b> Divide Line 28H by Line 29 and multiply by \$100.	\$0.477568/\$100
<b>31. 2014 rollback maintenance and operation rate.</b> Multiply Line 30 by 1.08.	\$0.515773/\$100
<b>32. Total 2014 debt to be paid with property taxes and additional sales tax revenue.</b> "Debt" means the interest and principal that will be paid on debts that:	

(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses	
A. <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	\$16,953,945
B. Subtract <b>unencumbered fund amount</b> used to reduce total debt.	\$1,372,643
C. Subtract <b>amount paid</b> from other resources.	
D. <b>Adjusted debt.</b> Subtract B and C from A.	\$0
	\$15,581,302
<b>33. Certified 2013 excess debt collections.</b> Enter the amount certified by the collector.	\$0
<b>34. Adjusted 2014 debt.</b> Subtract Line 33 from Line 32D.	\$15,581,302
<b>35. Certified 2014 anticipated collection rate.</b> Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
<b>36. 2014 debt adjusted for collections.</b> Divide Line 34 by Line 35	\$15,581,302
<b>37. 2014 total taxable value.</b> Enter the amount on Line 19.	\$10,724,975,374
<b>38. 2014 debt tax rate.</b> Divide Line 36 by Line 37 and multiply by \$100.	\$0.145280/\$100
<b>39. 2014 rollback tax rate.</b> Add Lines 31 and 38.	\$0.661053/\$100
<b>40. COUNTIES ONLY.</b> Add together the rollback tax rates for each type of tax the county levies. The total is the 2014 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.