

**CITY OF LAREDO**  
**RECOGNITION AND COMMUNICATION NOTICE**  
**CITY COUNCIL CHAMBERS**  
**1110 HOUSTON STREET**  
**LAREDO, TEXAS 78040**  
**May 6, 2019**  
**5:00 P.M.**

**The Mayor will be presenting the following:**

1. Presentation by Frank Rotnofsky, Regina Portillo and the Laredo Cycling Association regarding the 4th Annual Ride of Silence event.

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**CITY OF LAREDO**  
**CITY COUNCIL MEETING**  
**A-2019-R-07**  
**CITY COUNCIL CHAMBERS**  
**1110 HOUSTON STREET**  
**LAREDO, TEXAS 78040**  
**May 6, 2019**  
**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 Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

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

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

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. MOMENT OF SILENCE**

**IV. ROLL CALL**

**V. MINUTES**

**Approval of the minutes of April 15, 2019**

**Citizen comments**

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

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

1. Appointment by Council Member George Altgelt of Arnoldo Lozano to the Max A. Mandel Municipal Golf Course Advisory Committee.
2. Appointment by Mayor Pete Saenz of Bernal Slight to the Max A. Mandel Municipal Golf Course Advisory Committee.

**VII. PUBLIC HEARINGS**

1. **Public Hearing** providing community residents an opportunity to comment on their housing and community needs and the projects that they wish to see funded. Comments received will be made part of the City's 2019 One Year Action Plan that will outline how funding for the programs listed below, made available through the U.S. Department of Housing and Urban Development (HUD), will be utilized. Allocation for the 45th Action Year is pending Congressional approval. The City's Community Development Department is planning its 2019 projects/activities based on the past 2018 allocation, as estimated below:

45th Action Year Community Development Block Grant (CDBG) \$3,729,949.00  
2019 HOME Investment Partnership Grant (HOME) \$1,178,458.00

2019 Emergency Solutions Grant (ESG) \$306,204.00

Activities/Projects planned for the 45th Action Year are contingent on approved allocation amount. All proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. Any changes to the activities/projects due to changes in allocation will be reflected in the City's 2019 One Year Action Plan.

Also for discussion and comment is the Fiscal Year (FY) 2017-2018 Consolidated Annual Performance Evaluation Report (CAPER) regarding the City's administration of HUD Programs.

2. **Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agriculture District) on a tract of land totaling 478.31 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 1 (Cuatro Vientos South LTD Tract #1), north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.
3. **Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agricultural District) on a tract of land totaling 328.98 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 2 (Cuatro Vientos South LTD Tract #2), located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.
4. **Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 6.26 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 3 (El Retiro Tract), located north of FM 1472 and west of Copper Mine Rd., as required by Section 43.063 of the Texas Local Government Code.
5. **Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 76.22 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 4 (Holzman & Vasquez Tract), Located north of F.M. 1472 and west of FM 3338/Las Tiendas Rd., as required by Section 43.063 of the Texas Local Government Code.
6. **Public Hearing** and discussion of the voluntary annexation and initial zoning of R-1 (Single Family Residential District) on a tract of land totaling 24.43 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 5 (Mandel Tract), located east of Max Mandel Municipal Golf Course and west of FM 1472, as required by Section 43.063 of the Texas Local Government Code.

7. **Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 1.5 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 6 (Lot 20, Block 2, Pinto Valle Industrial Park, Phase I Tract), located north of FM 1472 and east of Lampazos Loop, as required by Section 43.063 of the Texas Local Government Code.
8. **Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 8.87 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 7 (COT Properties LLC Tract), located north of Anahuac Dr. and east of Pinto Valle Dr., as required by Section 43.063 of the Texas Local Government Code.
9. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to ratify and execute a contract from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$467,610.00 and amending the FY 2018-2019 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Educator I, R29 position for the City of Laredo Health Department (CLHD ) Zika Health Care Services Program for the term of July 1, 2019 through June 30, 2020.

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

## **VIII. SECOND PUBLIC HEARINGS**

10. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agriculture District) on a tract of land totaling 478.31 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 1 (Cuatro Vientos South LTD Tract #1), north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.
11. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agricultural District) on a tract of land totaling 328.98 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 2 (Cuatro Vientos South LTD Tract #2), located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.

12. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 6.26 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 3 (El Retiro Tract), located north of FM 1472 and west of Copper Mine Rd., as required by Section 43.063 of the Texas Local Government Code.
13. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 76.22 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 4 (Holzman & Vasquez Tract), located north of F.M. 1472 and west of FM 3338/Las Tiendas Rd., as required by Section 43.063 of the Texas Local Government Code.
14. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of R-1 (Single Family Residential District) on a tract of land totaling 24.43 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 5 (Mandel Tract), located east of Max Mandel Municipal Golf Course and west of FM 1472, as required by Section 43.063 of the Texas Local Government Code.
15. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 1.5 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 6 (Lot 20, Block 2, Pinto Valle Industrial Park, Phase I Tract), located north of FM 1472 and east of Lampazos Loop, as required by Section 43.063 of the Texas Local Government Code.
16. **Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 8.87 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 7 (COT Properties LLC Tract), located north of Anahuac Dr. and east of Pinto Valle Dr., as required by Section 43.063 of the Texas Local Government Code.

## IX. INTRODUCTORY ORDINANCES

17. An Ordinance of the City of Laredo, Texas, providing regulations for the City Council community events; limiting the number of community events per fiscal year; requiring requests for community events to be submitted to the City Manager or designee in writing no later than thirty (30) days before the date of the event; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

18. Amending the City of Laredo Land Development Code Section 24.65.8 R-1A - single family reduced area district; section 24-77.1 dimensional standards section 24-77(8) front yard setbacks; through section 24-77(11) rear yard setbacks, and section 24.77.1 dimensional standards chart; providing for publication and effective date.
19. Authorizing the Co-Interim City Manager's to convey an Easement and Right of Way to AEP TEXAS INC., for a six (6) foot wide tract of land for an electrical easement containing 736.20 sq. ft., being out of Lot No. 1, Lot 2, and the Western 29 ft. from Lot 3, out of Block 792 Eastern Division, as recorded in Volume 7, Page 15, Webb County, Texas; said 736.20 sq. ft. tract of land being more particularly described by Metes and Bounds as described by on Exhibit "A", attached hereto and providing for an effective date.
20. Authorizing the Co-Interim City Managers to execute a License Agreement between the City of Laredo ("Licensor") and Branch Towers III, LLC, a Delaware limited liability company ("Licensee") for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas for the construction of a 120' monopole, installation of an equipment building and related communication facilities. Term of the license is five (5) years, with five (5) successive renewal terms of five (5) years. Annual base rent shall be \$25,000.00, with a three percent (3%) increase on each anniversary of the commencement date; and providing for effective date.
21. Amending Chapter 19, Motor Vehicles and Traffic, Article VIII, stopping, standing or parking, of the Code of Ordinances, City Of Laredo, specifically adding Subsection 19-364 (27) which establishes a section of the north and south side of the 1900 block of Frees St, between US. Highway 83 and S. Buena Vista Ave., as a "No Parking/Tow-Away" zone between the hours of 8:00 a.m. to 6:00 p.m; providing for severability, effective date and publication.
22. Amending the City of Laredo Waterworks Operating Fund FY 2019 Annual Budget by drawing down fund balance and increasing the Transfer Out to Water Construction Fund in the amount of \$4,000,000.00 to be used for repairs at El Pico Water Treatment Plant and also amending the City of Laredo's Water Construction Fund FY 2019 Annual Budget by increasing revenues and expenses in the amount of \$4,000,000.00.

## **X. FINAL READING OF ORDINANCES**

23. **2019-O-066** Authorizing the Co-Interim City Managers to accept and enter into a continuation contract from the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) and amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$300,000.00 for the City of Laredo Health Department (CLHD) Ryan White Part C HIV outpatient early intervention, diagnosis, treatment and prevention of HIV in the STDC Region for the term from May 1, 2019 through April 30, 2020.

24. **2019-O-067** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all that part of Block 2019, Eastern Division, located at 3203 Chacon St., from B-3 (Community Business District) to M-1 (Light Manufacturing District); providing for publication and effective date.

**ZC-28-2019**  
**District III**

25. **2019-O-068** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 2.959 acres, as further described by Metes and Bounds on Exhibit A, located at, North of International Blvd., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

**ZC-29-2019**  
**District VI**

26. **2019-O-069** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 2.067 acres, as further described by Metes and Bounds on Exhibit A, located, North of International Blvd., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

**ZC-30-2019**  
**District VI**

27. **2019-O-070** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Khan Subdivision, located at 8002 San Gabriel Dr. from M-1 (Light Manufacturing District) to B-4 (Highway Commercial District); providing for publication and effective date.

**ZC-27-2019**  
**District VII**

28. **2019-O-071** amending Chapter 31, Article III, Division 3, Section 31-138 by increasing the water rates as follows: Residential base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge adjustment from two (2) percent to five (5) percent and the volume water rates adjustment from two (2) percent to twenty (20) percent for one (1) year effective October 1, 2019, and then both the Commercial base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment from two (2) percent to three (3) percent for all customer classes each October 1st thereafter as shown in Tables 1 and 2; and also amending section 31-141(b)(2) by deleting approval by the City Manager; providing for publication and an effective date.
29. **2019-O-072** amending Chapter 31, Division 1, Article II, Section 31-92 of the City of Laredo Code of Ordinances, by increasing the sewer rates as follows: Residential base charge and volume rates adjustment from two (2) percent to six (6) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge from two (2) percent to six (6) percent and the volume rates from two (2) percent to fifteen (15) percent for one (1) year effective October 1, 2019, and then both the Commercial base charge and the volume rates adjustment from two (2) percent to six (6) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment from two (2) percent to three (3) percent for all customer classes each October 1st thereafter as shown in the Residential and Commercial/Multifamily tables provided within this ordinance; providing for publication and an effective date.
30. **2019-O-073** An Ordinance of the City of Laredo, Texas, amending Chapter 25 "Plumbing" of the Code of Ordinances by providing that no drip system or vegetation shall be allowed within forty-eight (48) inches from the back of the curb of a public street; providing standards for irrigation components located within twenty feet of a public street; providing for a cumulative clause; providing a severability clause; providing for publication and establishing an effective date.
31. **2019-O-074** Authorizing Co-Interim City Managers to amend the City of Laredo 2018 – 2019 Transit Center Budget by drawing down from fund balance \$104,622.00 and increasing expenditures in the amount of \$104,622.00; and authorizing the Co-Interim City Managers to amend the 2018-2019 Transit Sales Tax by appropriating revenues and expenses to develop and implement a Pilot Urban Circulator Program (\$104,622.00) and any related expenses.

## **XI. CONSENT AGENDA**

**All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.**



## XI (a) RESOLUTIONS

32. **2019-R-52** Authorizing the Co-Interim City Managers to submit a grant application in the amount of \$1,402,488.00 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for the purchase of two patrol units and for overtime and fringe benefit expenses, for Stonegarden Operations. No local match is required.
33. **2019-R-53** Authorizing the Co-Interim City Managers to submit a grant application and accept said grant in the amount of \$12,959.65 from the office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for overtime and fringe benefit expenses, for Stonegarden Operations by Airport Law Enforcement. No local match is required.
34. **2019-R-54** Authorizing the Co-Interim City Managers to accept and enter into a contract with the Texas Department of State Health Services through the South Texas Development Council (STDC) in the amount of \$412,303.00 for the continuation of the City of Laredo Health Department Ryan White Program to provide health care, diagnostic and specialty care and medical case management for persons with HIV/AIDS and aligning positions with duties and program performance measures for the term of April 1, 2019 through March 31, 2020.
35. **2019-R-55** Accepting the conveyance of a 7,288 sq.ft. tract of land, in the vicinity between the area known as Sacred Heart Childrens Home and Taco Palenque on Zapata Highway, more or less, being out of Porcion 35, Jose M. Diaz, Original Grantee, Abstract 546, Webb County, Texas and being out of Lot 1, Block 1, Lafon Subdivision Phase I, as recorded in Volume 27, Page 43, Webb County Plat Records to serve as a Utility and Access Easement for the purpose of excavating, constructing, inspecting, repairing, replacing, locating, relocating, and maintaining underground utility lines and any appurtenant or necessary facilities, in over, upon, across, and through said 7,288 sq. ft. tract of land said easement is further described by boundary survey and metes and bounds in attached Exhibit A; and providing for an effective date. Transaction to be accounted for in the City's Fixed Asset System.
36. **2019-R-62** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Jose Lopez-Emvi Investments LLC for a proposed project located at 3314 Clark Blvd, lot 2; block 2; Eastwood IV Subdivision that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$428,478.50, estimated annual tax abatement total of \$2,716.57 and estimated total fee waivers of \$6,559.00. Guidelines and criteria for the agreement

are set forth in the attached agreement and information.

37. **2019-R-64** A Resolution of the City of Laredo, Texas, authorizing the City's creation of the Laredo Center for Urban Agriculture and Sustainability, a local government corporation; approving the form of the certificate of formation and bylaws; containing other provisions relating to the subject; and declaring an effective date.
  
38. **2019-R-65** Authorizing the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP") and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS") and the City of Laredo ("Donor") for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry ("LPOE") located in Laredo, Texas. Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

#### **XI (b) MOTIONS**

39. Consideration to award contract FY19-019 to Able City, Laredo, TX in the amount of \$588,570.00 for the assessment and recommendations related to City of Laredo's adoption of 2015 International Building Codes and Land Development Codes to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire. Upon selection and negotiations, city staff and Able City project team have negotiated fair and reasonable terms and are in agreement of bringing proposed contract for City Council consideration. Funding for this contract is available in General Fund - Professional Services.
  
40. Consideration to award contract FY19-035 to Relic, for the US Campaign Rebranding for an amount not to exceed \$109,500.00. Services for this contract include advertising/marketing to implement a brand roll-out campaign and related marketing initiatives. The overall goal of this project is to develop a stronger brand, efficient and strategic messaging by building a more positive perception of Laredo, Texas. The term of the contract will be for one (1) year, with an option to renew the contract services for one (1) additional year. Funding for this contract is available in the Convention & Visitor's Bureau budget.
  
41. Consideration for approval of the Bartlett Sports Complex Park Basketball Metal Shade – District V as complete, release of retainage, and approval of final payment in the amount of \$15,200.00 to ALC Construction Co., Inc, Laredo, Texas. Final construction contract amount is \$152,000.00. Funding is available in 2017 CO Bond.

42. Approval of selection of consultant of and authorization to negotiate a professional services contract to provide consulting services for design and preparation of plans and specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.
43. Consideration to award contract FY19-051 for the purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs to the sole bidder Family Chevrolet, Laredo, Texas in an amount up to \$ 100,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Funding for the additional extensions is subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.
44. Consideration to award annual contract FY19-053 to the following bidders:
- 1) McNeilus Truck & Manufacturing, Dodge Center, Minnesota in an amount not to exceed \$140,000.00 for (OEM Parts);
  - 2) Laredo Mechanical, Laredo, Texas, in an amount not to exceed \$ 100,000.00 (Labor Only);
- for the purchase of McNeilus Original Equipment Manufacturer (OEM) equipment repair parts and service for the City's refuse trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.
45. Authorizing the City Manager to enter into a contract with AT&T Corp., in the total amount of \$88,770.60 for citywide Internet service. This contract is for a period of thirty-six (36) months, utilizing direct AT&T MIS tariff MIS1306415, and payable in monthly payments of \$2,465.85. Funding is available in the Information Services and Telecommunications department budget.
46. Authorizing the Co-Interim City Managers to approve payment for a one-year renewal option of the services agreement with Superior Public Sector for OpenGov Open Data Software Services. Renewal term is for one (1) year effective January 1, 2019 and ending December 31, 2019; and shall automatically renew for successive one (1) year terms; unless terminated by either party with at least sixty (60) days written notice prior to expiration of the then-current term. Second year cost is \$129,945.90; funding is available in the Information Technology Fund.

47. Consideration to authorize the purchase of two (2) unmarked police units from Silsbee Ford, Silsbee, TX in the amount of \$61,168.00. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Financial Task Force (HIDTA) Fund.
48. Consideration to authorize the purchase of three (3) unmarked police units from Lake Country Chevrolet, Jasper, TX in the amount of \$72,507.00. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Financial Task Force (HIDTA) Fund.
49. Consideration to amend supply contract FY18-005 by 25% to Vulcan Materials, San Antonio, Texas for the purchase of asphalt cold lay used for street paving projects. The contract was originally awarded for \$100,000.00, this would allow for 25% increase amount of \$25,000.00 for a new contract total of \$125,000.00. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. Funding is available in the Public Works construction project budget.
50. Consideration to renew annual service contract FY18-040 with Austin Wood Recycling, Cedar Park, Texas in an amount up to \$100,000.00 for the grinding of wood waste material (brush, branches, pallets, etc.) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension options allowed. Funding is available in the Solid Waste Services Department Fund.
51. Authorizing the Co-City Managers to execute a contract with Southern Trenchless Solutions of Weslaco, Tx to install eight hundred ninety feet (890) of thirty six inch (36") sewer line on San Francisco Avenue in order to relieve the current wastewater backup at that location. The contract amount will be \$995,989.10 and will provide for ninety (90) working days to complete. The bid was awarded using BuyBoard Cooperative Purchasing, under program contract number 555-18. Funding is available in the 2015 Sewer Revenue Bond.

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**END OF CONSENT AGENDA**

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## **XII. STAFF REPORTS**

52. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto.
53. Discussion with possible action to consider an eighth request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Alfredo Rodriguez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of April 6, 2019 pay period: 451 days.
54. Discussion with possible action to consider a first request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Heriberto Rodriguez Jr. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of April 6, 2019 pay period: 246 days.
55. Discussion with possible action on the status of contract with 2L4L Baseball LLC for the use of the Uni-Trade Stadium; and any other matters incident thereto.
56. Discussion with possible action to approve the naming of the residential development located 802 Convent Avenue to the Martha C. Narvaez City Hall Apartments.
57. Staff Report on the status of contract for the City of Laredo's Payment & Collection Processing System, with possible action.
58. Discussion with possible action on the funding source for Texas A&M International University's 50th Anniversary Celebration funding request, as previously presented to City Council by TAMIU; and any other matters incident thereto.

### **XIII. EXECUTIVE SESSION**

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

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

59. Consideration to award a two-year contract FY19-050 to the single responsible bidder Gonzalez Auto Parts, Laredo, Texas for the purchase of Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Engine Oil for estimated yearly amount of \$283,500.00 for the Revenue Vehicle Fleet. Funding is available in the Laredo Transit Management, El Metro Operations Fund.

## **XV. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL**

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

#### **A. Request by Council Member Nelly Vielma**

1. Discussion with possible action directing Co-Interim City Managers to develop standing operating procedures (SOP's) for city sponsored events, checklists per department/type of project/assistance request, forms for co-sponsors, waivers, flow chart of revision process of pertinent departments with timelines, financial impact, training for staff to implement & assure a uniform process for all events; and any matters incident thereto. **(Co-Sponsored by Council Member George Altgelt)**
  
2. Discussion with possible action directing Co-Interim City Managers to develop standing operating procedures (SOP's), forms, flowchart and training to document staff's review, recommendations, pros and cons, on projects, contracts, donations, agreements, to provide this valuable information to city council prior to agenda submission in order to improve the decision making process by council with all relevant information; and any matters incident thereto. **(Co-Sponsored by Council Member George Altgelt)**
  
2. Discussion with possible action directing Co-Interim City Managers to authorize the purchase and installation of a traffic signal and turning lanes at university and Bartlett intersection. Funding to be provided from District V priority funds.

#### **B. Request by Council Member Dr. Marte A. Martinez**

1. Discussion with possible action to amend the Policies and Procedures Manual and change the agenda format where it is organized by department in order to provide better clarity and transparency to the public; and any other matters incident thereto.

2. Discussion with possible action to instruct Co-Interim City Managers to reduce the ad valorem tax rate from 0.634 - 0.624 during the 2019-2020 budget workshop. **(Co-Sponsored by Mayor Pete Saenz and Council Member Mercurio Martinez, and Council Member Alberto Torres, Jr.)**

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

1. Discussion and possible action to change the name of Santa Maria Avenue between 4200 Santa Maria Avenue and 4500 Santa Maria Avenue to Canizales Avenue so as to avoid confusion with the actual street addresses along the Actual Santa Maria Avenue and to honor the Canizales and their contributions to Laredo and the boxing world. In addition, install a pedestrian island using concepts of tactical urbanism and the AASHTO manual should be used in the closure and repurposing of the intersection of Tacuba and the Main Street of Santa Maria Avenue and any matter incident thereto.
2. Discussion and possible action to direct staff to convert Public Access Resources into a full service studio available to the public as per the existing ordinance and to upgrade current equipment to state of the art audio visual filmmaking gear and to make the facility available after hours for all qualified individuals; and any matters incident thereto.
3. Discussion with possible action to obtain an outside consultant to conduct and audit/survey and scorecard as to the City's implementation of the Viva Laredo Comprehensive Plan; and any matters incident thereto.

**D. Request by Council Member Rudy Gonzalez, Jr.**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps at Eisenhower St., under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of speed cushions, which is currently required under the policy: and any other matters incident thereto. City Council District I Priority Funds will be used for this project. Total cost \$2,000.00.
2. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install a three-way stop sign on Eisenhower and Santa Barbara. City Council District I Priority Funds will be used for this project. Total cost \$2,000.00.

3. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to evaluate the possibility of several outdoor book exchange program also known as mini library boxes within District I.

**E. Request by Council Member Vidal Rodriguez**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install a speed hump at the 2900 S Bartlett, under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of speed cushions, which is currently required under the policy: and any other matters incident thereto. City Council District II Priority Funds will be used for this project. Total cost \$2,000.00.

**F. Request by Council Member Alberto Torres, Jr.**

1. Discussion with possible action to re-evaluate Ordinance 2018-O-050, specifically Section 2-157 (Automatic Forfeiture); and any other matters incident thereto.
2. Discussion with possible action to establish an Office of the Public Integrity responsible for investigating complaints of violations of law, including but not limited to ethics violations and other city ordinances, and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Roberto Balli)**

**XVI. ADJOURN**

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, May 1, 2019 at 8:00 p.m.

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Jose A. Valdez, Jr.  
City Secretary



## Public Hearings (also Intro Ord) 1.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, Community Development Director

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### SUBJECT

**Public Hearing** providing community residents an opportunity to comment on their housing and community needs and the projects that they wish to see funded. Comments received will be made part of the City's 2019 One Year Action Plan that will outline how funding for the programs listed below, made available through the U.S. Department of Housing and Urban Development (HUD), will be utilized. Allocation for the 45th Action Year is pending Congressional approval. The City's Community Development Department is planning its 2019 projects/activities based on the past 2018 allocation, as estimated below:

45th Action Year Community Development Block Grant (CDBG) \$3,729,949.00

2019 HOME Investment Partnership Grant (HOME) \$1,178,458.00

2019 Emergency Solutions Grant (ESG) \$306,204.00

Activities/Projects planned for the 45th Action Year are contingent on approved allocation amount. All proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. Any changes to the activities/projects due to changes in allocation will be reflected in the City's 2019 One Year Action Plan.

Also for discussion and comment is the Fiscal Year (FY) 2017-2018 Consolidated Annual Performance Evaluation Report (CAPER) regarding the City's administration of HUD Programs.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

N/A

### BACKGROUND

The City of Laredo is recognized as an entitlement City by HUD and is expecting to receive funding through the CDBG Program (\$3,729,949), the HOME Program (\$1,178,458) and the ESG Program (\$306,204). The award of this year's funding is contingent on the submission and approval of a One Year Action Plan that specifically details the activities/projects to be funded with HUD program funds and approval by Congress. One of the requirements of the Consolidated Planning process is that a public hearing be held to allow interested persons the opportunity to comment on needs and the projects they wish to see funded with HUD entitlements funds. In addition to this public hearing, surveys will be collected at various sites to obtain public comments. All comments received will be considered in the preparation of the 2019-2020 One Year Action Plan.

It is also requirement that a public hearing be held annually to discuss the City's performance in the administration of HUD program funds. The report period that was reviewed extended from October 1, 2017 to September 30, 2018.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

That this public hearing be held.

**Fiscal Impact**

**Fiscal Year:** 2019-2020  
**Budgeted Y/N?:** Y  
**Source of Funds:** CDBG  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**  
 45th AY CDBG Grant \$3,729,949.00

**Fiscal Year:** 2019-2020  
**Budgeted Y/N?:** Y  
**Source of Funds:** HOME  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**  
 2019 HOME Grant \$1,178,458.00

**Fiscal Year:** 2019-2020  
**Budgeted Y/N?:** Y

**Source of Funds:** ESG

**Account #:**

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

**FINANCIAL IMPACT:**

2019 Emergency Solutions Grant \$306,204.00

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**Attachments**

2019 Public Meetings Schedule

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## 2019 Public Meetings Schedule

Date	Time	Location	District
Monday, May 6, 2019	9:00 a.m. - 11:00 a.m.	City of Laredo, City Hall 1110 Houston	VIII
	2:00 p.m. - 4:00 p.m.	City of Laredo, City Hall Annex 1102 Bob Bullock Loop	II
	5:30 p.m. - 7:30 p.m. (Zumba Class 7-8pm)	El Eden Recreation Center 4735 Loma Vista	I
Tuesday, May 7, 2019	9:00 a.m. - 11:00 a.m.	City of Laredo Health (Courtyard) 2600 Cedar Ave.	IV
	2:00 p.m. - 4:00 p.m.		
Wednesday, May 8, 2019	9:00 a.m. - 11:00 a.m.	Downtown Senior Center 1212 Matamoros	VIII
	5:00 p.m. - 7:00 p.m. (Taekwondo 6-7pm & Zumba 6:30-7:30pm)	Haynes Health & Wellness Center 2102 Clark Crossing Blvd.	IV
Thursday, May 9, 2019	5:00 p.m. - 7:00 p.m. (Taekwondo 6-8pm & Volleyball 4-7:30pm)	Marcos Aranda (Farias) Recreation Center 4418 Old Santa Maria Rd.	VII
Monday, May 13, 2019	9:00 am - 11:00 am	Laredo Housing Authority 2000 San Francisco	VIII
	3:30 - 5:30 p.m.	Laredo Public Library - Main 1120 E. Calton Rd.	V
Tuesday, May 14, 2019	3:30 - 5:30 p.m.	MOS Branch Library 1920 Palo Blanco	II
Wednesday, May 15, 2019	9:00 am - 11:00 am	Bethany House 817 Hidalgo St.	VIII

## Public Hearings (also Intro Ord) 2.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Manuel E. Escamilla

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agriculture District) on a tract of land totaling 478.31 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 1 (Cuatro Vientos South LTD Tract #1), north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 1 is as follows:

### Voluntary Annexation:

Tract 1– 478.31 acres, more or less, located north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Manuel E. Escamilla

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial impact.

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**Attachments**

Tract 1 - Map

Tract 1 - Survey

Tract 1 - Metes and Bounds

Tract 1 - Future Land Use Map

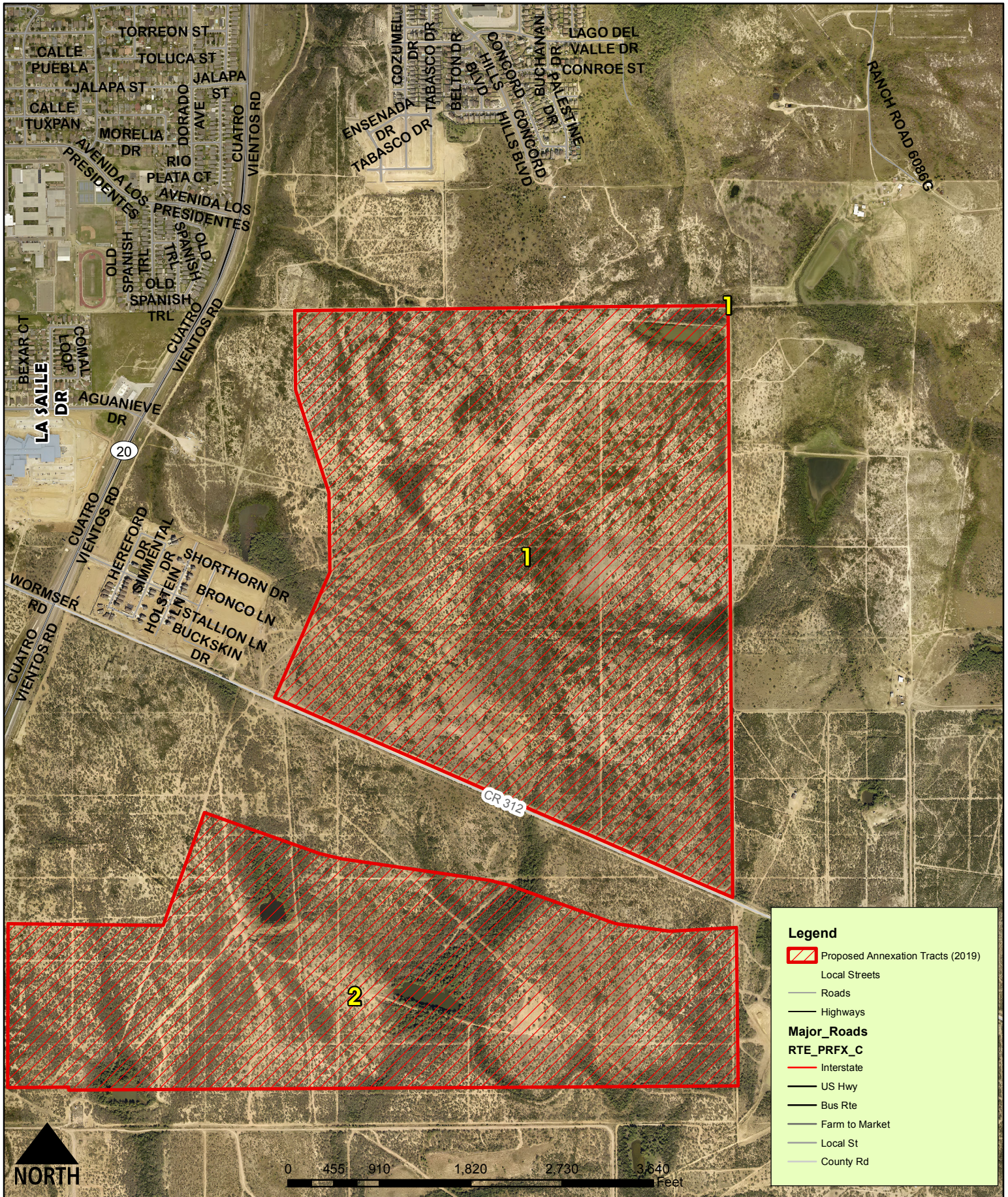
Tract 1 - Annexation Agreement and Service Plan

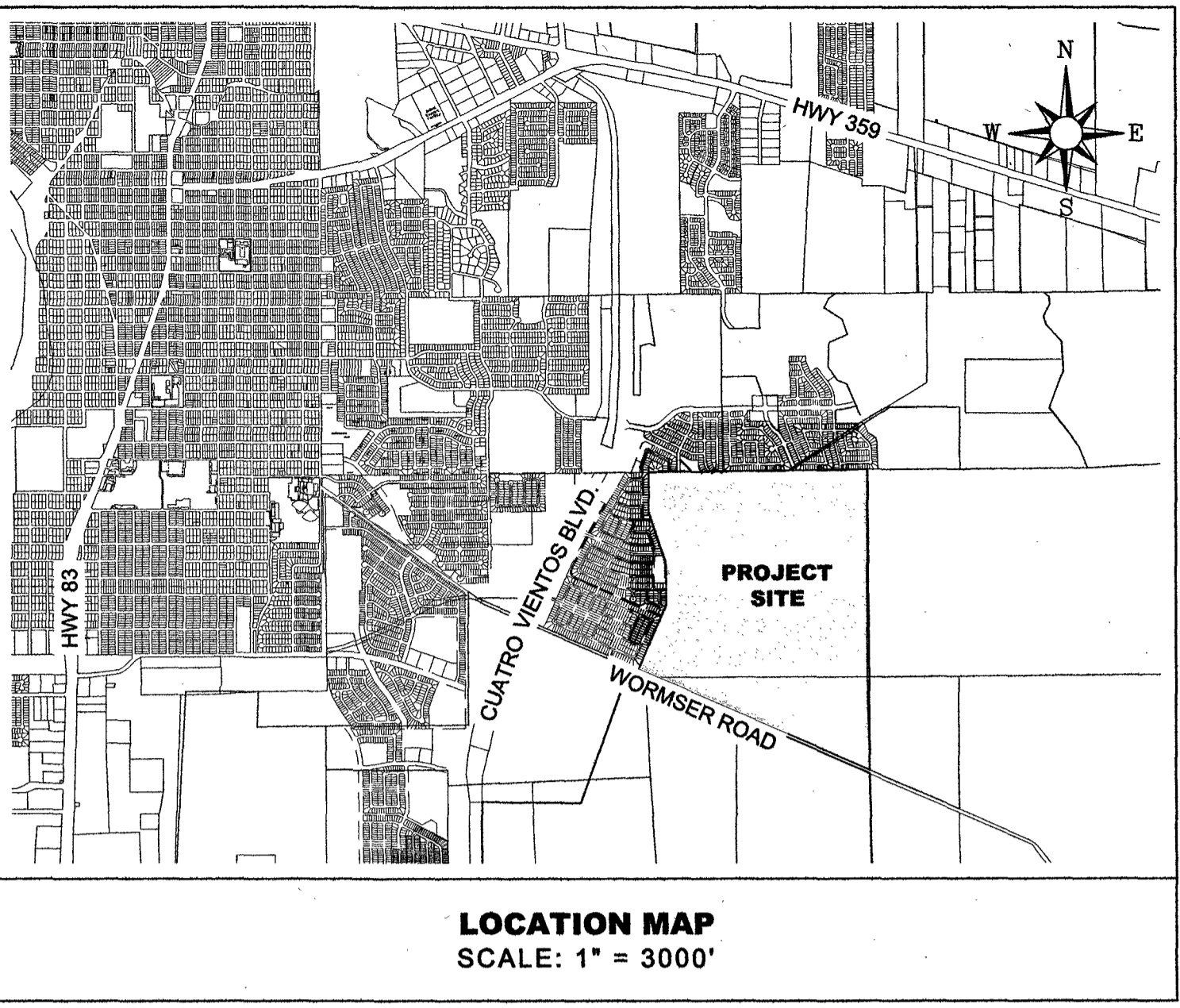
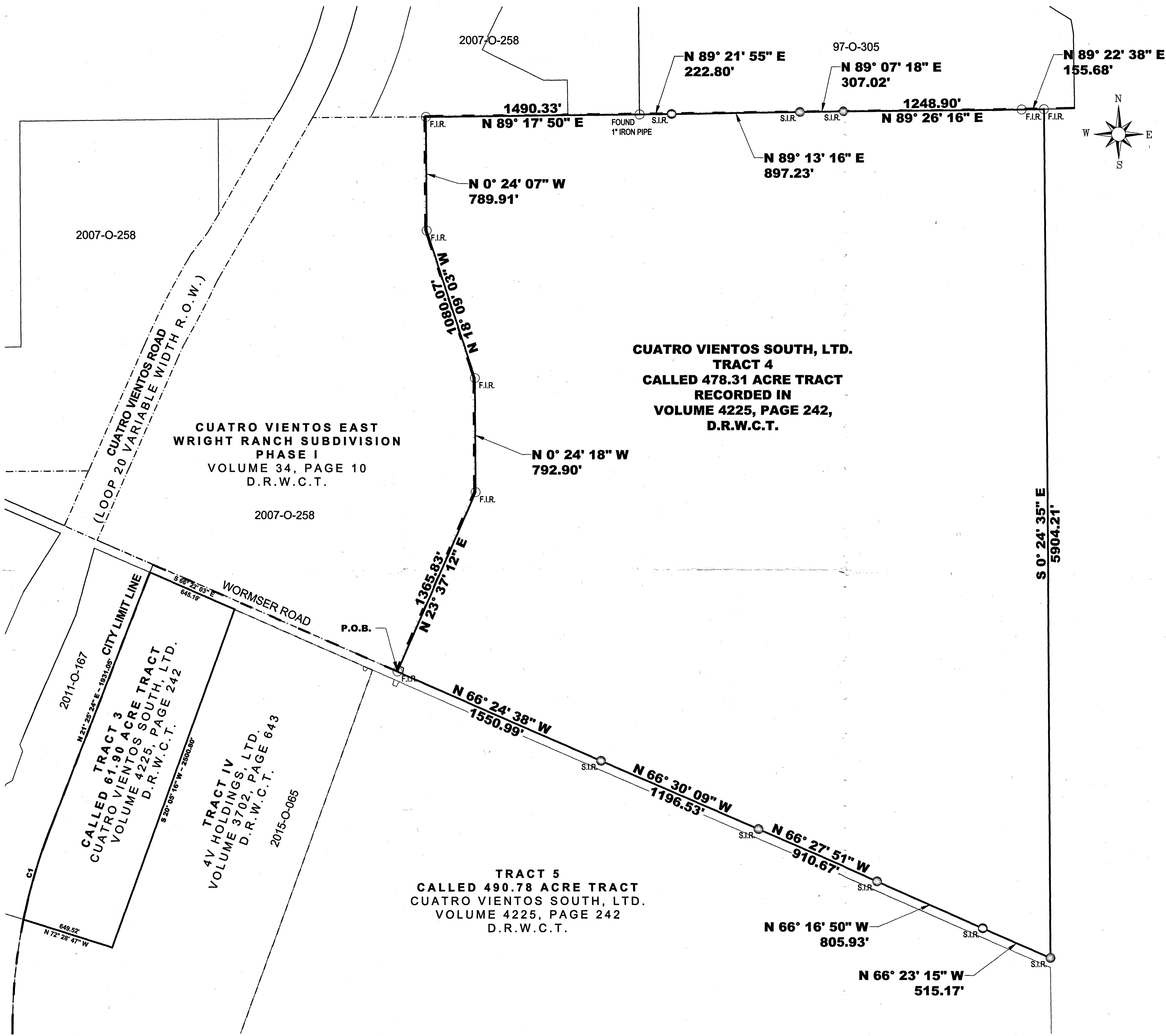
Tract 1 - Ordinance

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# Cuatro Vientos South, LTD #1

S&BI





**CUATRO VIENTOS SOUTH, LTD.  
TRACT 4  
CALLED 478.31 ACRE TRACT  
RECORDED IN  
VOLUME 4225, PAGE 242,  
D.R.W.C.T.**

**CUATRO VIENTOS EAST  
WRIGHT RANCH SUBDIVISION  
PHASE I  
VOLUME 34, PAGE 10  
D.R.W.C.T.**

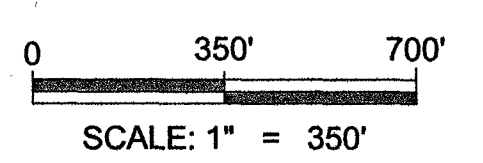
**TRACT 5  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.**

**2011-O-167  
N 21° 25' 24" E - 1031.06'  
CITY LIMIT LINE  
CALLED TRACT 3  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.**

**4V HOLDINGS, LTD.  
VOLUME 3702, PAGE 643  
D.R.W.C.T.  
2015-O-085**

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- P.O.B.



*Manuel E. Escamilla*  
APRIL 3, 2019

No.	DATE	REVISION	APP.
<b>S&amp;B</b> S&B INFRASTRUCTURE, LTD.			
2120 BLAINE ST. LAREDO, TEXAS 78043 TELEPHONE: (956) 568-2561 FAX: (956) 994-0427 ENGINEERING # F-8389 SURVEYING # 10193915			
<b>CITY OF LAREDO, TEXAS LAND ANNEXATION 478.31 ACRE TRACT</b>			
DRAWN BY: J.J.S.	DATE: 01.14.2019	SCALE: 1" = 350'	
CHECKED BY: M.E.E.	DATE: 01.14.2019	PROJECT NO: _	
APPROVED BY: M.E.E.	DATE: 01.14.2019		
FILE: CUATRO VIENTOS MASTERPLAN - ANNEXATION_REV12.10.DWG			STATUS: FINAL

L:\PROJECTS\WEBB COUNTY\Cuatro Vientos South\Masterplan\Draw\Cuatro Vientos Masterplan - Annexation\_rev12.10.dwg



**CITY OF LAREDO, TEXAS**  
**LAND ANNEXATION**  
478.31 ACRE TRACT

DATE: APRIL 3, 2019  
SHEET: 2 OF 2

BEING A 478.31 ACRE TRACT OF LAND OUT OF ABSTRACT 762, SURVEY 34, J.A. DIAZ, ABSTRACT 3264, SURVEY 2386, J. & H. WORMSER AND ABSTRACT 546, SURVEY 35, J.M. DIAZ ORIGINAL GRANTEE, WEBB COUNTY, WEBB COUNTY, TEXAS, AND BEING OUT OF CUATRO VIENTOS SOUTH, LTD., TRACT 4, RECORDED IN VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT A FOUND 1/2" IRON ROD, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AND THE SOUTHERN MOST SOUTHEAST CORNER OF 2007-O-258, AND BEING THE SOUTHWEST CORNER HEREOF;

**THENCE** ALONG THE EAST PROPERTY LINE OF SAID 2007-O-258 AS FOLLOWS TO FOUND 1/2" IRON RODS:

N 23° 37' 12" E ~ 1365.83'  
N 00° 24' 18" W ~ 792.90'  
N 18° 09' 03" W ~ 1080.07'

**THENCE** N 00° 24' 07" W CONTINUING ALONG THE EAST PROPERTY LINE OF SAID 2007-O-258, A DISTANCE OF 789.91' TO A FOUND 1/2" IRON ROD BEING THE NORTHEAST CORNER OF SAID 2007-O-258 AND A POINT ON THE SOUTH PROPERTY LINE OF 2007-O-258 AND ALSO BEING A POINT ON THE NORTH BOUNDARY LINE OF SAID TRACT 4 AND THE NORTHWEST CORNER HEREOF;

**THENCE** N 89° 17' 50" E ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 4, A DISTANCE OF 1490.33' TO A FOUND 1" IRON PIPE BEING THE SOUTHEAST CORNER OF SAID 2007-O-258 AND THE SOUTHWEST CORNER OF 97-O-305, AND BEING A POINT OF DEFLECTION LEFT;

**THENCE** ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 4, AND THE SOUTH PROPERTY LINE OF SAID 97-O-305 AS FOLLOWS:

N 89° 21' 55" E ~ 222.80' TO A SET 1/2" IRON ROD  
N 89° 13' 16" E ~ 897.23' TO A SET 1/2" IRON ROD  
N 89° 07' 18" E ~ 307.02' TO A SET 1/2" IRON ROD  
N 89° 26' 16" E ~ 1248.90' TO A FOUND 1/2" IRON ROD

**THENCE** N 89° 22' 38" E CONTINUING ALONG THE NORTH BOUNDARY LINE OF TRACT 4, AND THE SOUTH PROPERTY LINE OF SAID 97-O-305, A DISTANCE OF 155.68' TO A FOUND 1/2" IRON ROD BEING THE NORTHEAST CORNER OF SAID TRACT 4 AND THE NORTHEAST CORNER HEREOF;

**THENCE** S 00° 24' 35" E ALONG THE EAST BOUNDARY LINE OF SAID TRACT 4, A DISTANCE OF 5904.21' TO AN 8" CEDAR FENCE POST WITH MAG NAIL BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AND A POINT ON THE SOUTHEAST CORNER OF SAID TRACT 4 AND ALSO BEING THE SOUTHEAST CORNER HEREOF;

**THENCE** ALONG THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AS FOLLOWS TO SET 1/2" IRON RODS:

N 66° 23' 15" W ~ 515.17'  
N 66° 16' 50" W ~ 805.93'  
N 66° 27' 51" W ~ 910.67'  
N 66° 30' 09" W ~ 1196.53'

**THENCE** N 66° 24' 38" W A DISTANCE OF 1550.99' CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD TO THE POINT OF BEGINNING OF THIS SURVEY CONTAINING 478.31 ACRES OF LAND, MORE OR LESS.

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.



S&B INFRASTRUCTURE, LTD.

2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427  
ENGINEERING # F-1582 SURVEYING # 10193914



APRIL 3, 2019





**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 1  
CUATRO VIENTOS SOUTH, LTD #1 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Raul Valdez, on behalf of Cuatro Vientos South, LTD, has filed a voluntary petition with the City of Laredo for the annexation of a 478.31 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Cuatro Vientos South, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 478.31 acres of land, more or less, belonging to Cuatro Vientos South, LTD.

**SERVICE PLAN**

A petition for annexation from City of Laredo was received for property designated as "Tract 1 (Cuatro Vientos South, LTD #1 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 11, which is located approximately 1.46 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

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

**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_

**Rosario C. Cabello  
Co-Interim City Manager**

**CUATRO VIENTOS SOUTH, LTD**

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

**Raul Valdez  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Raul Valdez on behalf of Cuatro Vientos South, LTD.

\_\_\_\_\_  
Notary Public, State of Texas



**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 478.31 ACRES, MORE OR LESS, LOCATED NORTH OF WORMSER RD. AND EAST OF CUATRO VIENTOS RD./LOOP 20, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF AG (AGRICULTURE DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 478.31 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as AG (Agriculture District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Public Hearings (also Intro Ord) 3.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Manuel E. Escamilla

Staff Source: Rafael Vidaurri, Planner

---

### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agricultural District) on a tract of land totaling 328.98 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 2 (Cuatro Vientos South LTD Tract #2), located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 2 is as follows:

### Voluntary Annexation:

Tract 2– 328.98 acres, more or less, located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Manuel E. Escamilla

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial Impact.

---

**Attachments**

Tract 2 - Map

Tract 2 - Survey

Tract 2 - Metes and Bounds

Tract 2 - Future Land Use Map

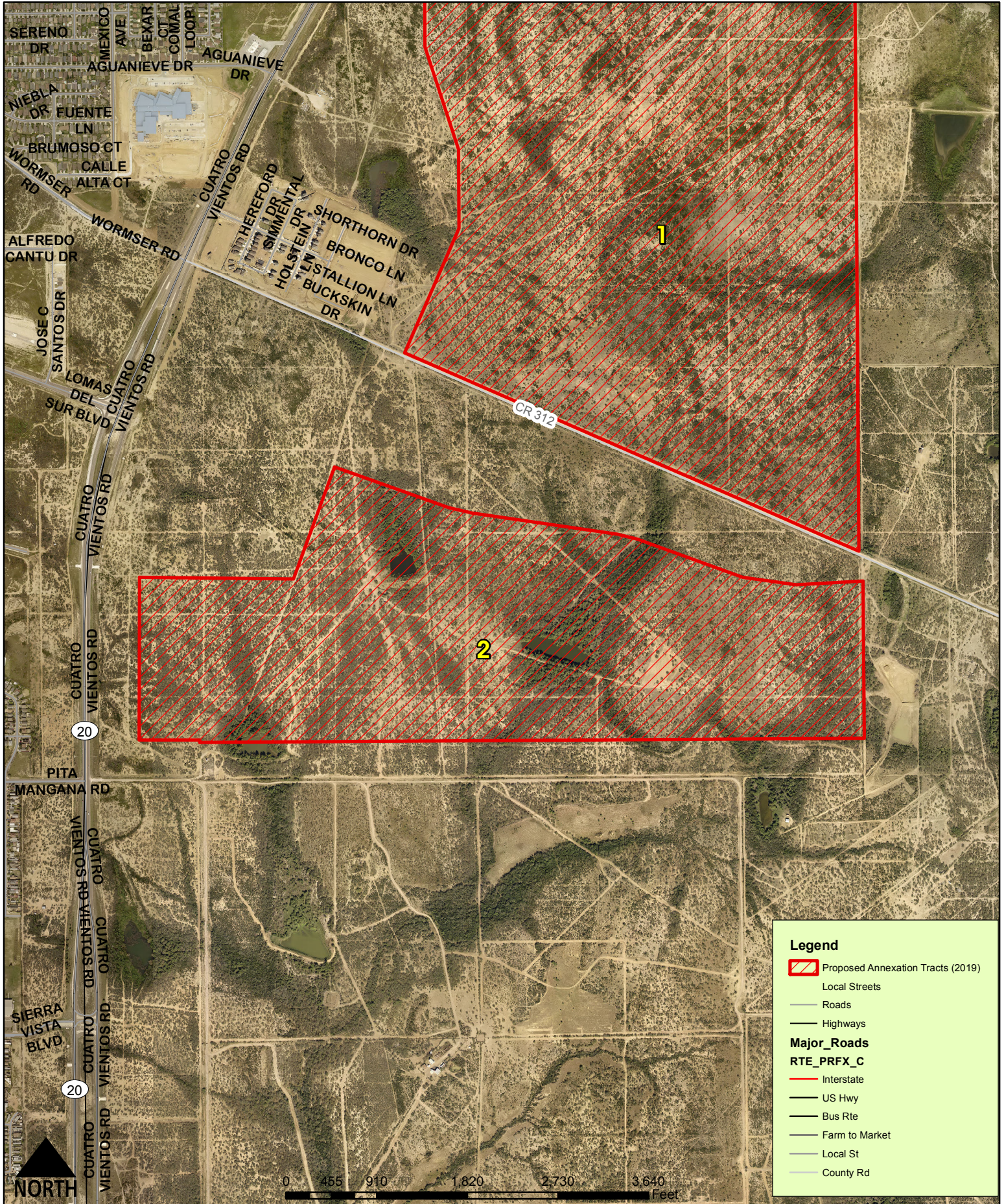
Tract 2 - Annexation Agreement and Service Plan

Tract 2 - Ordinance

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# Cuatro Vientos South, LTD #2

S&BI



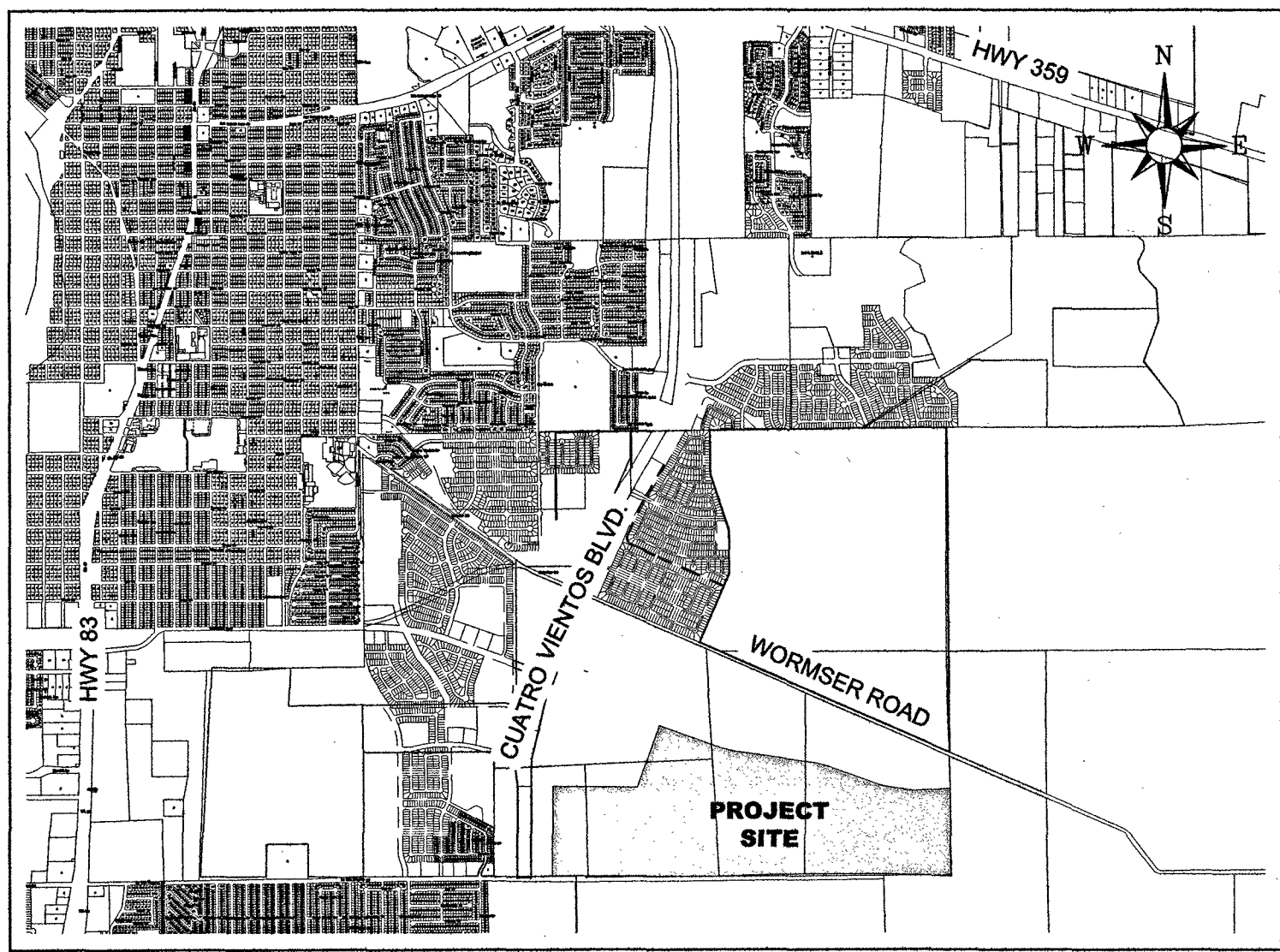
**Legend**

- / / / / Proposed Annexation Tracts (2019)
- Local Streets
- Roads
- Highways

**Major\_Roads**

**RTE\_PRFX\_C**

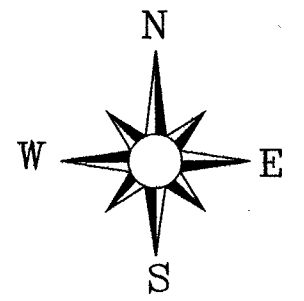
- Interstate
- US Hwy
- Bus Rte
- Farm to Market
- Local St
- County Rd



**LOCATION MAP**  
SCALE: 1" = 3000'

TRACT IV  
4V HOLDINGS, LTD.  
VOLUME 3702, PAGE 643  
D.R.W.C.T.

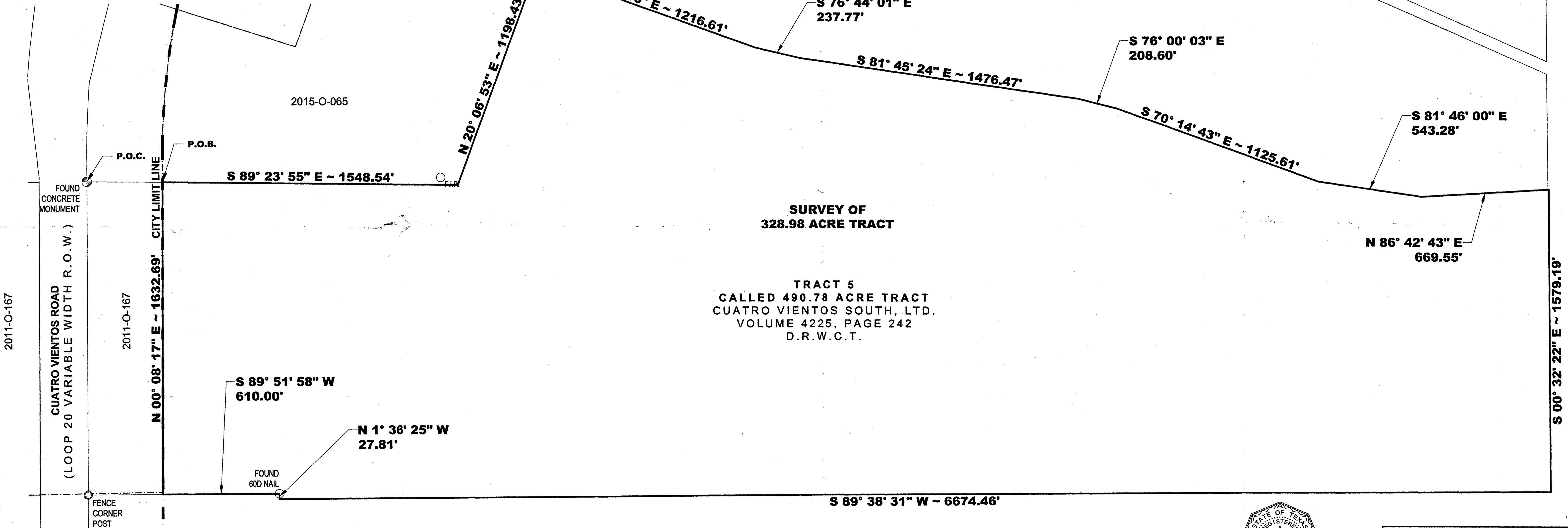
TRACT 4  
CALLED 478.22 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



161.80 ACRE TRACT  
REMINDER OF A  
CALLED 490.78 ACRE TRACT

**SURVEY OF  
328.98 ACRE TRACT**

TRACT 5  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



2011-O-167

CUATRO VIENTOS ROAD  
(LOOP 20 VARIABLE WIDTH R.O.W.)

2011-O-167

CITY LIMIT LINE  
N 00° 08' 17" E ~ 1632.69'

S 89° 23' 55" E ~ 1548.54'

S 89° 51' 58" W  
610.00'

N 1° 36' 25" W  
27.81'

S 89° 38' 31" W ~ 6674.46'

S 70° 16' 06" E ~ 1216.61'

S 76° 44' 01" E  
237.77'

S 81° 45' 24" E ~ 1476.47'

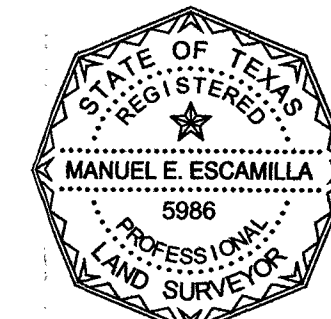
S 76° 00' 03" E  
208.60'

S 70° 14' 43" E ~ 1125.61'

S 81° 46' 00" E  
543.28'

N 86° 42' 43" E  
669.55'

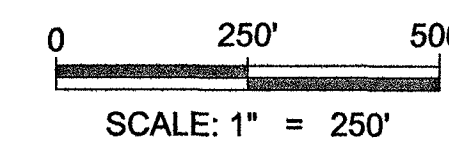
S 00° 32' 22" E ~ 1579.19'



*Manuel E. Escamilla*  
APRIL 3, 2019

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- P.O.B.
- POINT OF BEGINNING



No.	DATE	REVISION	APP.

**S&B**  
S&B INFRASTRUCTURE, LTD.  
2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427  
ENGINEERING # F-8389 SURVEYING # 10193915

**CITY OF LAREDO, TEXAS  
LAND ANNEXATION  
328.98 ACRE TRACT**

DRAWN BY: J.J.S.	DATE: 12.31.2018	SCALE: 1" = 250'
CHECKED BY: M.E.E.	DATE: 12.31.2018	PROJECT NO: _
APPROVED BY: M.E.E.	DATE: 12.31.2018	-
FILE:	CUATRO VIENTOS MASTERPLAN - ANNEXATION_REV4.2.19.DWG	STATUS: FINAL

L:\PROJECTS\WEBB COUNTY\Cuatro Vientos South\MasterPlan\Basin\Cuatro Vientos Masterplan - Annexation\_rev4.2.19.dwg

**CITY OF LAREDO, TEXAS**  
**LAND ANNEXATION**  
328.98 ACRE TRACT

DATE: APRIL 3, 2019  
SHEET: 2 OF 2

BEING A 328.98 ACRE TRACT OF LAND, MORE OR LESS, OUT OF ABSTRACT 762, SURVEY 34, J.A. DIAZ, ABSTRACT 3264, SURVEY 2386, J. & H. WORMSER AND ABSTRACT 546, SURVEY 35, J.M. DIAZ ORIGINAL GRANTEE, WEBB COUNTY, WEBB COUNTY, TEXAS, AND BEING OUT OF CUATRO VIENTOS SOUTH, LTD., TRACT 5, RECORDED IN VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT A FOUND CONCRETE MONUMENT BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CUATRO VIENTOS ROAD AND THE WEST BOUNDARY LINE OF CUATRO VIENTOS SOUTH, LTD, TRACT 5, A CALLED 490.78 ACRE TRACT, RECORDED IN DEED VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS, THENCE **S 89° 23' 55" E** A DISTANCE OF **396.21'** TO A POINT ON THE SOUTH BOUNDARY LINE OF 4V HOLDINGS, LTD TRACT IV, RECORDED IN VOLUME 3702, PAGE 643, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS BEING THE WESTERN MOST NORTHWEST CORNER AND THE **POINT OF BEGINNING** HEREOF;;

**THENCE S 89° 23' 55" E** A DISTANCE OF **1548.54'** ALONG THE SOUTH BOUNDARY LINE OF SAID 4V HOLDINGS TRACT IV TO A FOUND IRON ROD BEING THE SOUTHEAST CORNER OF SAID 4V HOLDINGS TRACT IV, AN INTERIOR CORNER OF SAID CUATRO VIENTOS SOUTH, LTD TRACT 5 AND AN INTERIOR CORNER HEREOF;

**THENCE N 20° 06' 53" E** A DISTANCE OF **1198.43'** ALONG THE EAST BOUNDARY LINE OF SAID 4V HOLDINGS TRACT IV TO A POINT BEING THE NORTHERN MOST NORTHWEST CORNER HEREOF;

**THENCE** OVER AND ACROSS SAID CUATRO VIENTOS SOUTH, LTD. TRACT 5 ALONG THE FOLLOWING CALLS AND DISTANCES:

**S 70° 16' 06" E ~ 1216.61'**  
**S 76° 44' 01" E ~ 237.77'**  
**S 81° 45' 24" E ~ 1476.47'**  
**S 76° 00' 03" E ~ 208.60'**  
**S 70° 14' 43" E ~ 1125.61'**  
**S 81° 46' 00" E ~ 543.28'**

**THENCE N 86° 42' 43" E** A DISTANCE OF **669.55'** TO A POINT ON THE EAST BOUNDARY LINE OF SAID CUATRO VIENTOS, LTD. TRACT 5, BEING THE NORTHEAST CORNER HEREOF;

**THENCE S 00° 32' 22" E** A DISTANCE OF **1579.19'** ALONG THE EAST BOUNDARY LINE OF SAID CUATRO VIENTOS, LTD. TRACT 5, TO A POINT BEING THE SOUTHEAST CORNER OF SAID TRACT 5 AND THE SOUTHEAST CORNER HEREOF;

**THENCE** ALONG THE SOUTH BOUNDARY LINE OF SAID CUATRO VIENTOS SOUTH, LTD. TRACT 5 ALONG THE FOLLOWING CALLS AND DISTANCES:

**S 89° 38' 31" W ~ 6674.46'**  
**N 01° 36' 25" E ~ 27.81'**

**THENCE S 89° 51' 58" W** ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 5, A DISTANCE OF **610.00'** TO A POINT BEING THE SOUTHWEST CORNER HEREOF;

**THENCE N 00° 08' 17" E** A DISTANCE OF **1632.69'** TO THE POINT OF BEGINNING OF THIS SURVEY CONTAINING **328.98 ACRES** OF LAND, MORE OR LESS.

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.



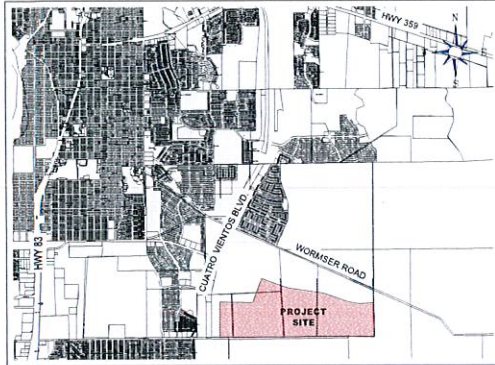
S&B INFRASTRUCTURE, LTD.

2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427  
ENGINEERING # F-1582 SURVEYING # 10193914

A handwritten signature in blue ink, appearing to read "Manuel E. Escamilla".

APRIL 3, 2019





**LOCATION MAP**  
SCALE: 1" = 3000'

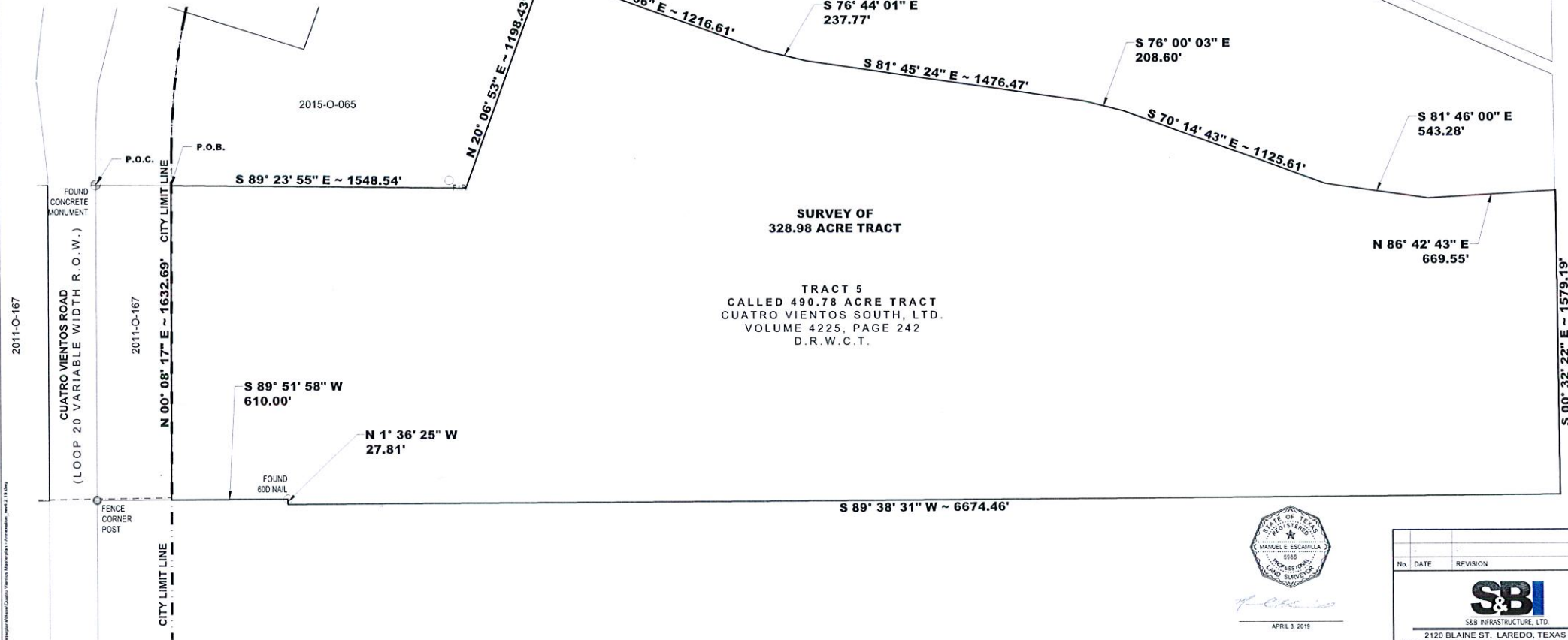


**TRACT 4**  
CALLED 478.22 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.

161.80 ACRE TRACT  
REMINDER OF A  
CALLED 490.78 ACRE TRACT

**SURVEY OF**  
**328.98 ACRE TRACT**

**TRACT 5**  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



2011-O-167

FOUND  
CONCRETE  
MONUMENT

P.O.C.

P.O.B.

2015-O-065

S 89° 51' 58" W  
610.00'

N 1° 36' 25" W  
27.81'

FOUND  
60D NAIL

FENCE  
CORNER  
POST

S 89° 38' 31" W ~ 6674.46'



APRIL 3 2018

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- POINT OF BEGINNING



No.	DATE	REVISION	APP.
<b>S&amp;B INFRASTRUCTURE, LTD.</b> 2120 BLAINE ST. LAREDO, TEXAS 78043 TELEPHONE: (956) 568-2561 FAX: (956) 594-0427 ENGINEERING # F-8389 SURVEYING # 10193915			
<b>CITY OF LAREDO, TEXAS</b> <b>LAND ANNEXATION</b> 328.98 ACRE TRACT			
DRAWN BY: J.J.S.	DATE: 12.31.2018	SCALE: 1" = 250'	
CHECKED BY: M.E.E.	DATE: 12.31.2018	PROJECT NO.:	
APPROVED BY: M.E.E.	DATE: 12.31.2018		
FILE			STATUS: FINAL



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 2  
CUATRO VIENTOS SOUTH, LTD #2 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Raul Valdez, on behalf of Cuatro Vientos South, LTD, has filed a voluntary petition with the City of Laredo for the annexation of a 328.98 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Cuatro Vientos South, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 328.98 acres of land, more or less, belonging to Cuatro Vientos South, LTD.

**SERVICE PLAN**

A petition for annexation from City of Laredo was received for property designated as "Tract 2 (Cuatro Vientos South, LTD. #2 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
  
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 2, which is located approximately 1.84 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
  
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_ **Rosario C. Cabello  
Co-Interim City Manager**

**CUATRO VIENTOS SOUTH, LTD**

By: \_\_\_\_\_  
**Raul Valdez  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Raul Valdez on behalf of Cuatro Vientos South, LTD.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 328.98 ACRES, MORE OR LESS, LOCATED SOUTH OF WORMSER RD. AND EAST OF CUATRO VIENTOS RD./LOOP 20, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF AG (AGRICULTURE DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 328.98 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and



the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as AG (Agriculture District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Public Hearings (also Intro Ord) 4.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Grupo Centro, LTD.

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 6.26 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 3 (El Retiro Tract), located north of FM 1472 and west of Copper Mine Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019:

### Voluntary Annexation:

Tract 3– 6.26 acres, more or less, located north of FM 1472 and west of Copper Mine Rd.

Petitioner: Grupo Centro, LTD

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

## **STAFF RECOMMENDATION**

To conduct the public hearing.

## **IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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### **Attachments**

Tract 3 - Map

Tract 3 - Survey

Tract 3 - Metes and Bounds

Tract 3 - Future Land Use

Tract 3 - Annexation Agreement and Service Plan

Tract 3 - Ordinance

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


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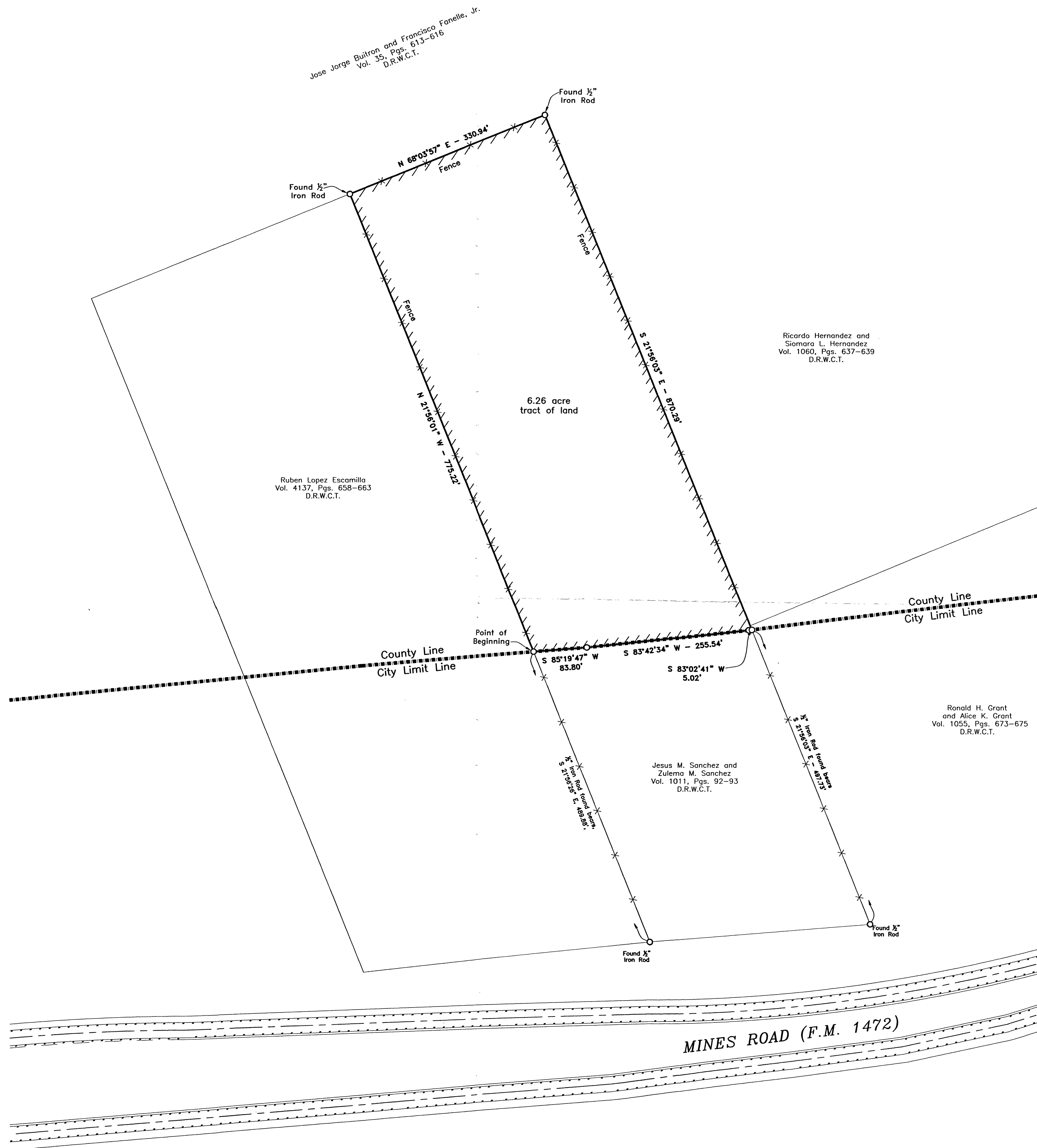
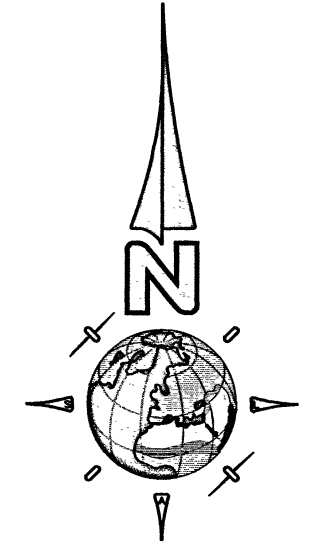
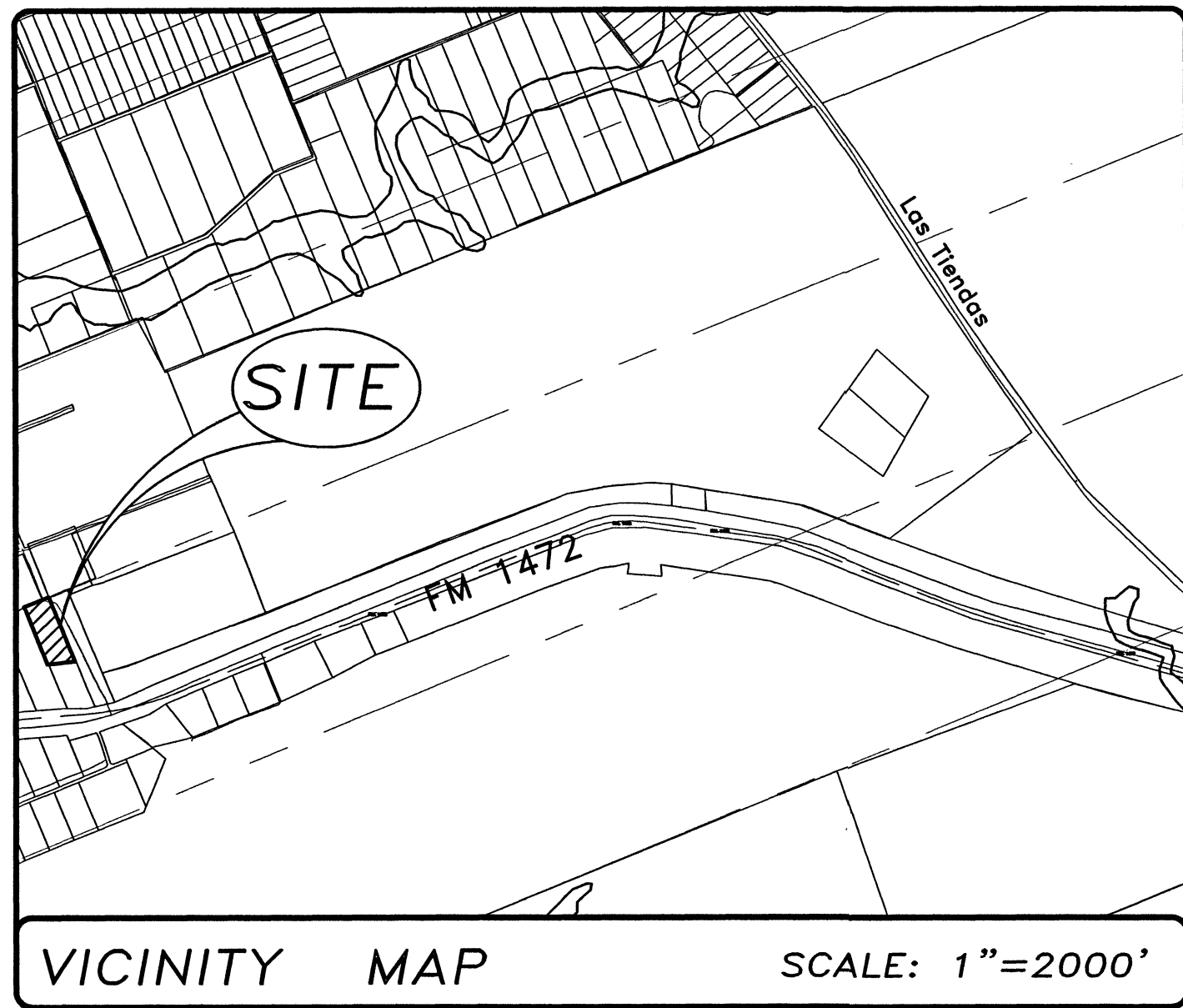
# EL RETIRO

JJ RUIZ



**Legend**

-  Proposed Annexation Tracts (2019)
-  Local Streets
-  Roads
-  Highways



**Field Notes**  
 for a 6.26 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas

Being a 6.26 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, as described in deed recorded in Volume 1011, Pages 92-93, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by notes and bounds as follows, to wit:

Beginning at a point set at the northerly line of Laredo City Limits, at the easterly line of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, from which a 1/2" iron rod found at the southwest corner of said Tomas Sanchez tract bears, South 21 degrees 56 minutes 26 seconds East, 489.88 feet, for the southwest corner hereof;

Thence, with the easterly line of said Escamilla tract, North 21 degrees 56 minutes 01 seconds West, 775.22 feet to a 1/2" iron rod found at the southerly line of a tract of land conveyed to Jose Jorge Buitron and Francisco Fanelle, Jr., as described in deed recorded in Volume 35, Pages 613-616, Deed Records, Webb County, Texas, for the northwest corner hereof;

Thence, with the southerly line of said Buitron and Fanelle tract, North 68 degrees 03 minutes 57 seconds East, 330.94 feet to a 1/2" iron rod found at the westerly line of a tract of land conveyed to Ricardo Hernandez and Siomara L. Hernandez, as described in deed recorded in Volume 1060, Pages 637-639, Deed Records, Webb County, Texas, for the northeast corner hereof;

Thence, with the westerly line of said Hernandez tract, South 21 degrees 56 minutes 03 seconds East, passing the northwest corner of a tract of land conveyed to Ronald H. Grant and Alice K. Grant, as described in deed recorded in Volume 1055, Pages 673-675, Deed Records, Webb County, Texas, in a total distance of 978.29 feet to a point from which a 1/2" iron rod found at the southeast corner of said Sanchez tract bears South 21 degrees 56 minutes 03 seconds East at the northerly line of aforementioned Laredo City Limits, for the southeast corner hereof;

Thence, with the northerly line of said Laredo City Limits, South 83 degrees 02 minutes 41 seconds West, 5.02 feet, to a point, for a point of deflection hereof;

Thence, continuing with the northerly line of said Laredo City Limits, South 83 degrees 42 minutes 34 seconds West, 255.54 feet, to a 1/2" point, for a point of deflection hereof;

Thence, continuing with the northerly line of said Laredo City Limits, South 85 degrees 19 minutes 47 seconds West, 83.80 feet to the Point of Beginning and containing 6.26 acres of land, more or less.

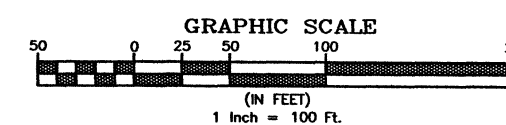
**Basis of Bearings:**  
 A 1/2" iron rod found at the northeast corner of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, and a 1/2" iron rod found at the southeast corner of said Escamilla tract.  
 Called to be: S 22°00' E, 1265.45'  
 Found by GPS observation to be measured: S 21°56'03" E, 1265.45'



I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT 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.

*Julian Javier Ruiz*  
 Julian Javier Ruiz, R.P.L.S. No. 5304-TEXAS  
 02-21-19  
 CURRENT DATE:

**ANNEXATION**  
 of a 6.26 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, situated in Porcion 10, Tomas Sanchez, Abstract 280 Webb County, Texas



**WARNING:** THIS PLAT MAY NOT SHOW ALL PIPELINE CROSSINGS OR UTILITIES. JJ RUIZ LAND SURVEYING ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE CROSSINGS OR UTILITIES. PLEASE USE THE TEXAS ONE CALL SYSTEM BEFORE EXCAVATING ON ANY PROPERTY. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE / MINERAL FEE OWNERSHIP OF LESSOR.

TBPLS Firm Registration No. 10141800  
 1202 E. Del Mar Blvd. Ste. 1  
 Laredo, TX. 78041  
 www.jruizlandsurveying.com  
 Phone 956-568-4470  
 Fax 956-568-4471

TECH: A.G.N.  
 Q.C.: J.J.R.  
 JOB No.: 18033  
 DATE: 02-21-19  
 F.B.: 000  
 PG.: 000  
 SHEET: 1 OF 2

2019 FEB 22 AM 3 24

**Field Notes**  
**for a 6.26 acre tract of land, out of a 10.00 acre tract of land,**  
**conveyed to Jesus M. Sanchez and Zulema M. Sanchez,**  
**situated in Porcion 10, Tomas Sanchez, Abstract 280,**  
**Webb County, Texas**

Being a 6.26 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, as described in deed recorded in Volume 1011, Pages 92-93, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**Beginning** at a *point* set at the northerly line of Laredo City Limits, at the easterly line of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, from which a ½" iron rod found at the southwest corner of said Tomas Sanchez tract bears, South 21 degrees 56 minutes 26 seconds East, 489.88 feet, for the southwest corner hereof;

**Thence**, with the easterly line of said Escamilla tract, *North 21 degrees 56 minutes 01 seconds West, 775.22 feet* to a ½" iron rod found at the southerly line of a tract of land conveyed to Jose Jorge Buitron and Francisco Fanelle, Jr., as described in deed recorded in Volume 35, Pages 613-616, Deed Records, Webb County, Texas, for the northwest corner hereof;

**Thence**, with the southerly line of said Buitron and Fanelle tract, *North 68 degrees 03 minutes 57 seconds East, 330.94 feet* to a ½" iron rod found at the westerly line of a tract of land conveyed to Ricardo Hernandez and Siomara L. Hernandez, as described in deed recorded in Volume 1060, Pages 637-639, Deed Records, Webb County, Texas, for the northeast corner hereof;

**Thence**, with the westerly line of said Hernandez tract, *South 21 degrees 56 minutes 03 seconds East*, passing the northwest corner of a tract of land conveyed to Ronald H. Grant and Alice K. Grant, as described in deed recorded in Volume 1055, Pages 673-675, Deed Records, Webb County, Texas, in all a total distance of *870.29 feet* to a *point* at the northerly line of aforementioned Laredo City Limits from which a ½" iron rod found at the southeast corner of said Sanchez tract bears, South 21 degrees 56 minutes 03 seconds East, 497.73 feet, for the southeast corner hereof;

**Thence**, with the northerly line of said Laredo City Limits, *South 83 degrees 02 minutes 41 seconds West, 5.02 feet*, to a *point*, for a point of deflection hereof;

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 83 degrees 42 minutes 34 seconds West, 255.54 feet*, to a *point*, for a point of deflection hereof;

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 85 degrees 19 minutes 47 seconds West, 83.80 feet* to the **Point of Beginning** and containing **6.26 acres** of land, more or less.

**Basis of Bearings:**

Basis of Bearing:

A ½" iron rod found at the northeast corner of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, and a ½" iron rod found at the southeast corner of said Escamilla tract.

Called to be: South 22 degrees 00 minutes East, 1265.45 feet

Found by GPS observation to be measured: South 21 degrees 56 minutes 03 seconds East, 1265.45 feet

**State of Texas:**

**County of Webb:**

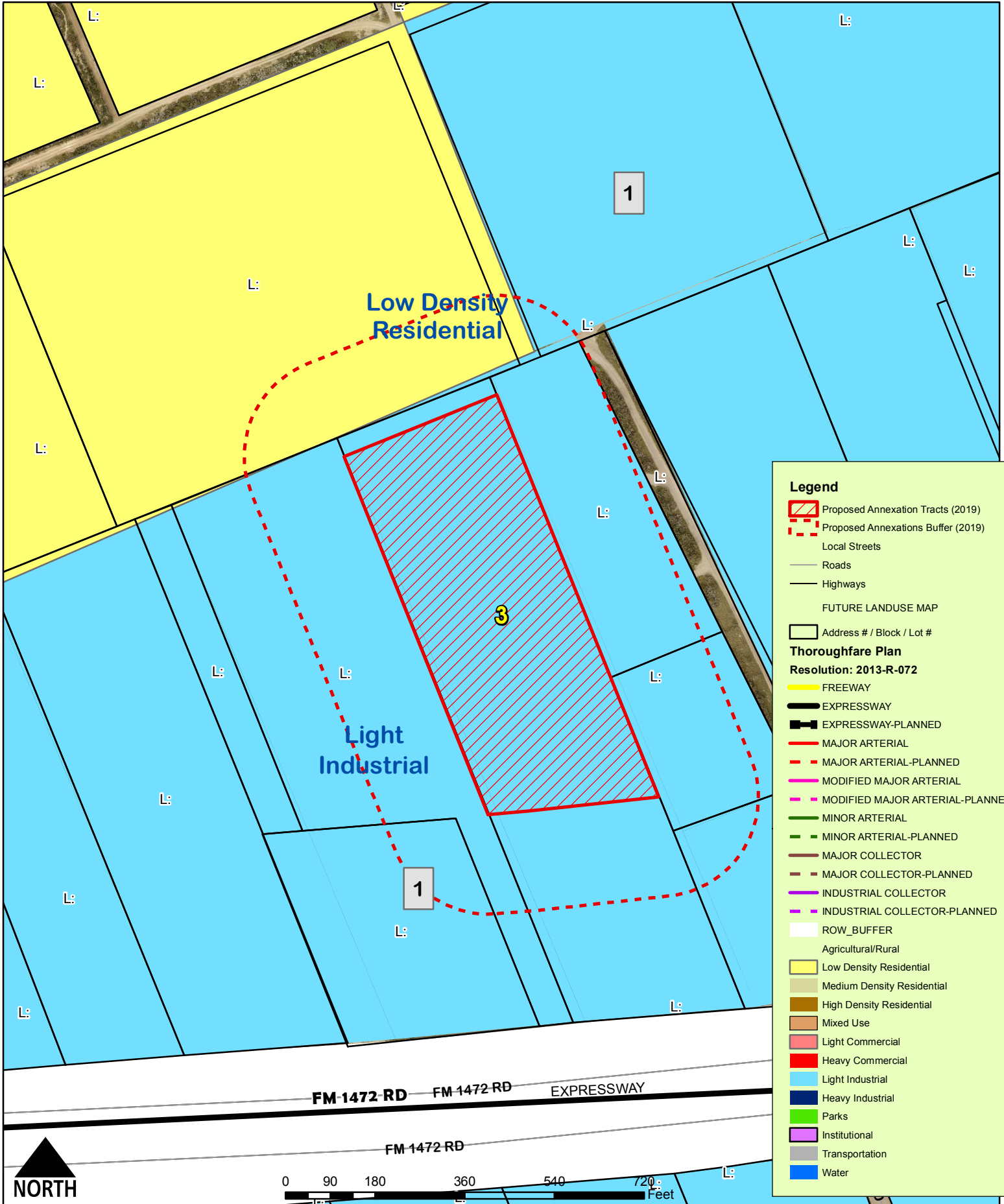
I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above-captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

**R.P.L.S. No. 5304 Texas**

**02-21-19**  
**Current Date**



# EL RETIRO

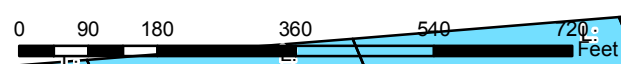


**Legend**

- Proposed Annexation Tracts (2019)
- Proposed Annexations Buffer (2019)
- Local Streets
- Roads
- Highways
- FUTURE LANDUSE MAP**
- Address # / Block / Lot #
- Thoroughfare Plan**  
**Resolution: 2013-R-072**
- FREEWAY
- EXPRESSWAY
- EXPRESSWAY-PLANNED
- MAJOR ARTERIAL
- MAJOR ARTERIAL-PLANNED
- MODIFIED MAJOR ARTERIAL
- MODIFIED MAJOR ARTERIAL-PLANNED
- MINOR ARTERIAL
- MINOR ARTERIAL-PLANNED
- MAJOR COLLECTOR
- MAJOR COLLECTOR-PLANNED
- INDUSTRIAL COLLECTOR
- INDUSTRIAL COLLECTOR-PLANNED
- ROW\_BUFFER
- Agricultural/Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Light Commercial
- Heavy Commercial
- Light Industrial
- Heavy Industrial
- Parks
- Institutional
- Transportation
- Water

FM 1472 RD FM 1472 RD EXPRESSWAY

FM 1472 RD





**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 3  
EL RETIRO TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Luis Hurtado, on behalf of the Grupo Centro, LTD has filed a petition with the City of Laredo for the annexation of a 6.26 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Grupo Centro, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 6.26 acres of land, more or less, belonging to Grupo Centro, LTD.

**SERVICE PLAN**

A petition for annexation from Luis Hurtado, on behalf of the Grupo Centro, LTD, was received for property designated as "Tract 3 (El Retiro Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.2 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

**RESIDENTIAL ANNEXATION FEE FOR WATER:**

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:**

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

**RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:**

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**GRUPO CENTRO, LTD**

By: \_\_\_\_\_  
**Luis Hurtado  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Luis Hurtado, on behalf of the Grupo Centro, LTD.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 6.26 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1742 AND WEST OF COPPER MINE RD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 6.26 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT



## Public Hearings (also Intro Ord) 5.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** InSite Development Services, LLC

**Staff Source:** Rafael Vidaurri, Planner

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### **SUBJECT**

**Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 76.22 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 4 (Holzman & Vasquez Tract), Located north of F.M. 1472 and west of FM 3338/Las Tiendas Rd., as required by Section 43.063 of the Texas Local Government Code.

### **PREVIOUS COUNCIL ACTION**

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### **BACKGROUND**

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 4 is as follows:

### **Voluntary Annexation:**

Tract 4– 76.22 acres, more or less, located north of FM 1472 and west of FM 3338/Las Tiendas Rd.

### **COMMITTEE RECOMMENDATION**

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

### **STAFF RECOMMENDATION**

To conduct the public hearing.

#### IMPACT ANALYSIS

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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#### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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#### Attachments

Tract 4 - Map

Tract 4 - Survey

Tract 4 - Metes and Bounds

Tract 4 - Future Land Use Map

Tract 4 - Annexation Agreement and Service Plan

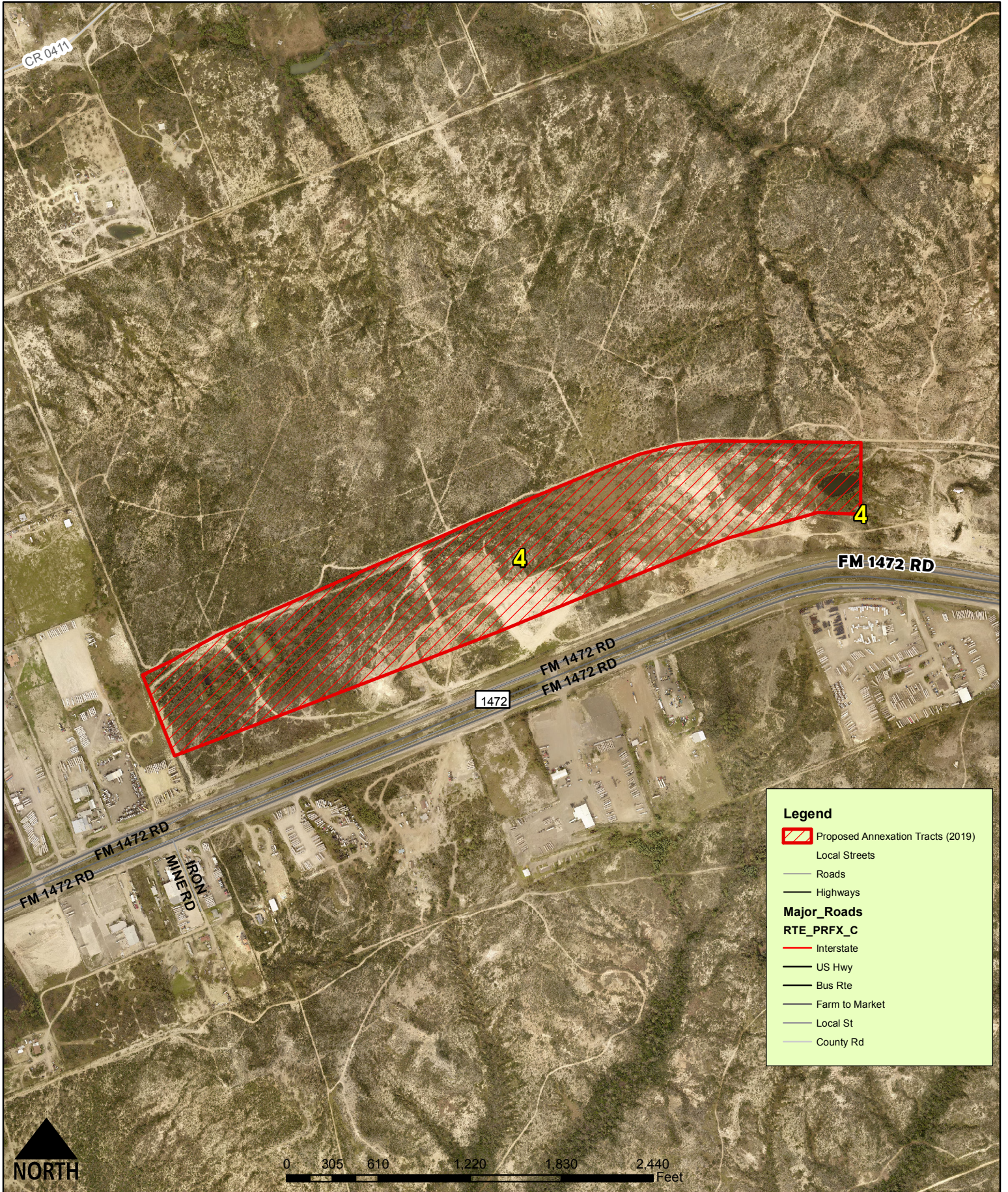
Tract 4 - Ordinance

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# Holzman & Vasquez

JJ RUIZ



**Legend**

- Proposed Annexation Tracts (2019)
- Local Streets
- Roads
- Highways
- Major\_Roads**
- RTE\_PRFX\_C**
- Interstate
- US Hwy
- Bus Rte
- Farm to Market
- Local St
- County Rd

NORTH

0 305 610 1,220 1,830 2,440 Feet

Field Notes  
for a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd., out of a 134.59 acre tract of land out of a 181.50 acre tract of land situated in Porcion 10, Tomas Sanchez, Abstract 280 Webb County, Texas

Being a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. as described in Deed of Trust recorded in Volume 587, Pages 123-127, Deed Records, Webb County, Texas, and Holzman Investments, Ltd., as described in Deed of Trust recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, out of a 134.59 acre tract of land, out of a 181.50 acre tract of land, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at a point at the northerly line of the Laredo City Limits, at the westerly line of a tract of land conveyed to MAPI Properties, Inc., as described in deed recorded in Volume 4160, Pages 766-170, Deed Records, Webb County, Texas, from which a 1" iron rod found at the southwest corner of said MAPI tract, bears South 00 degrees 35 minutes 53 seconds West, 237.18 feet for the southeast corner hereof;

Thence, with the northerly line of said Laredo City Limits the following courses and distances:  
North 87 degrees 45 minutes 58 seconds West, 285.59 feet to a point;  
South 73 degrees 51 minutes 09 seconds West, 626.02 feet to a point;  
South 68 degrees 25 minutes 57 seconds West, 318.28 feet to a point;  
South 67 degrees 42 minutes 47 seconds West, 1,336.87 feet to a point;

Thence, continuing with the northerly line of said Laredo City Limits, South 69 degrees 02 minutes 27 seconds West, 2,305.95 feet to a point at the easterly line of a tract of land conveyed to Rogelio Lozano-Trevino as described in Volume 2853, Pages 822-823, Deed Records, Webb County, Texas, from which a fence post found for the southeast of the aforementioned Vasquez/Holzman Tract bears South 21 degrees 40 minutes 30 seconds East, 277.90 feet, for the southwest corner hereof;

Thence, with the easterly line of said Trevino tract, North 21 degrees 40 minutes 30 seconds West, 579.10 feet to a fence post found at the southerly line of a tract of land conveyed to Reuthinger Living Trust, as described in Volume 498, Pages 79-84, Deed Records, Webb County, Texas for the northwest corner hereof;

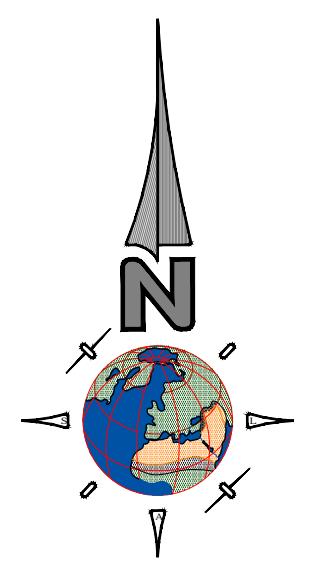
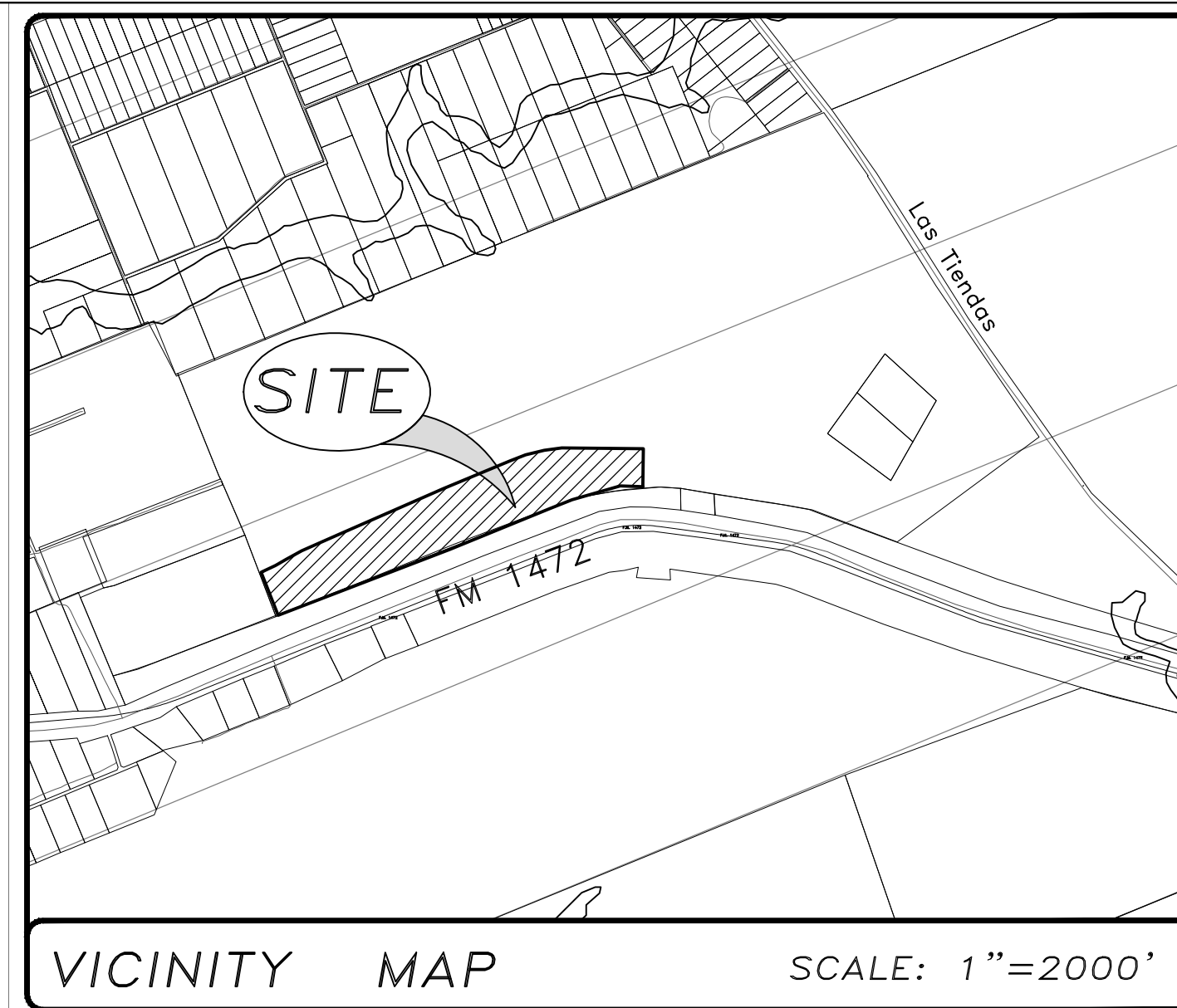
Thence, with the southerly line of said Reuthinger Living Trust and fence, the following courses and distances:

North 64 degrees 17 minutes 16 seconds East, 193.36 feet to a set 1/2" iron rod;  
North 61 degrees 49 minutes 58 seconds East, 36.90 feet to a set 1/2" iron rod;  
North 61 degrees 50 minutes 57 seconds East, 228.32 feet to a set 1/2" iron rod;  
North 66 degrees 11 minutes 09 seconds East, 493.77 feet to a set 1/2" iron rod;  
North 66 degrees 15 minutes 02 seconds East, 1,447.32 feet to a set 1/2" iron rod;  
North 67 degrees 27 minutes 44 seconds East, 903.33 feet to a found 1/2" iron rod;  
North 69 degrees 25 minutes 30 seconds East, 210.34 feet to a set 1/2" iron rod;  
North 75 degrees 39 minutes 21 seconds East, 239.29 feet to a found 1/2" iron rod;  
North 82 degrees 03 minutes 32 seconds East, 223.27 feet to a set 1/2" iron rod;

Thence, continuing with the southerly line of said Reuthinger tract, and fence, South 89 degrees 24 minutes 07 seconds East, 1,022.12 feet, to a set 1/2" iron rod at the northwest corner of aforementioned MAPI Tract for the northeast corner hereof;

Thence, with easterly line of said MAPI Tract, South 00 degrees 35 minutes 53 seconds West, 237.19 feet to the Point of Beginning and containing 76.22 acres of land, more or less.

**BASIS OF BEARINGS**  
Basis of Bearings: A fence corner found at the southwest corner of a 181.50 acre tract of land, conveyed to Holzman Investments, Ltd., a Texas Limited Partnership, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, and a fence corner found at the northwest corner of said Holzman tract. Called to be: North 21 degrees 20 minutes West, 427.11 meters (1166.59 feet) before FM 1472 Right Way acquisition, But Found by GPS observation to be: North 21 degrees 40 minutes 30 seconds West, 857.00 feet.



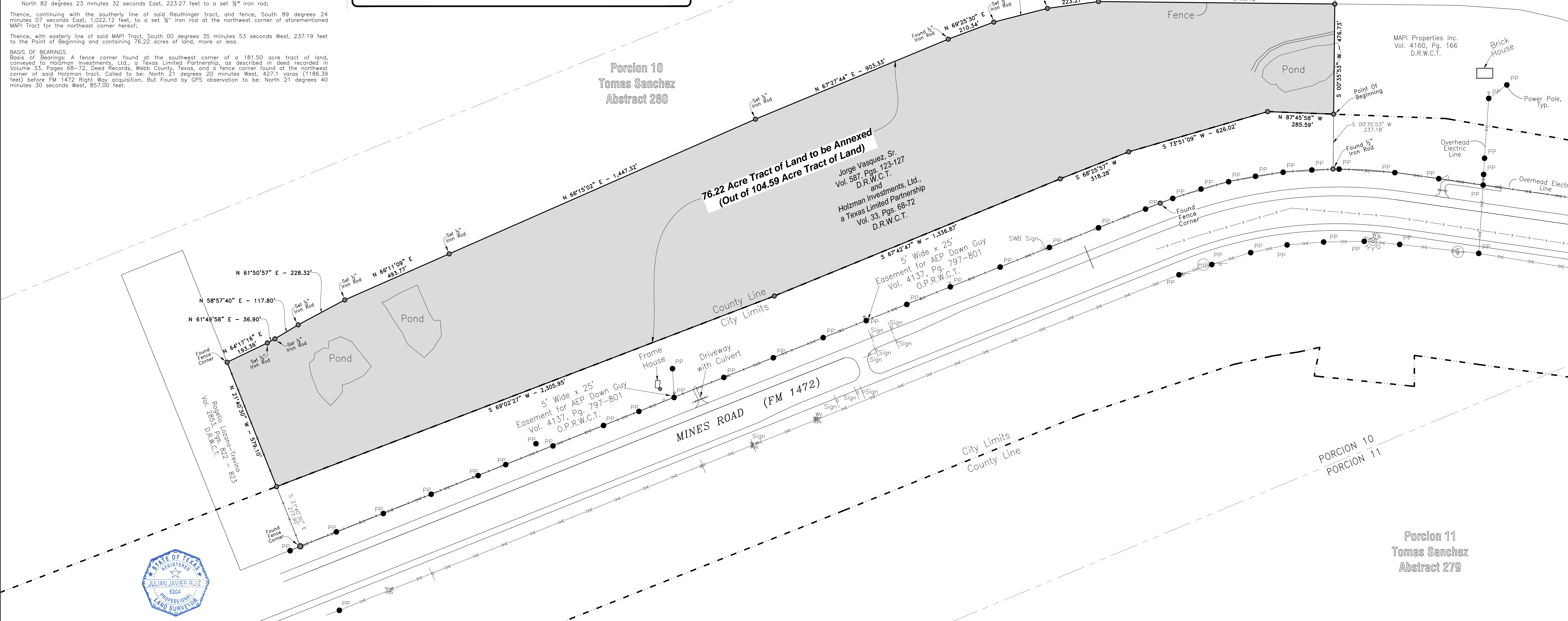
Porcion 10  
Tomas Sanchez  
Abstract 279

Reuthinger Living Trust  
Vol. 498, Pgs. 79-84  
D.R.W.C.T.

Porcion 10  
Tomas Sanchez  
Abstract 279

Porcion 10  
Tomas Sanchez  
Abstract 280

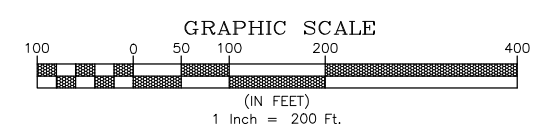
**76.22 Acre Tract of Land to be Annexed  
(Out of 104.59 Acre Tract of Land)**  
Jorge Vasquez, Sr.  
Vol. 587, Pgs. 123-127  
D.R.W.C.T.  
and  
Holzman Investments, Ltd.,  
a Texas Limited Partnership  
Vol. 33, Pgs. 68-72  
D.R.W.C.T.



I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT 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.

*Julian Javier Ruiz*  
Julian Javier Ruiz, R.P.L.S. No. 5304-Texas  
04/11/2019  
CURRENT DATE:

**ANNEXATION**  
of a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd., out of a 134.59 acre tract of land out of a 181.50 acre tract of land situated in Porcion 10, Tomas Sanchez, Abstract 280 Webb County, Texas



**WARNING:** THIS PLAT MAY NOT SHOW ALL PIPELINE CROSSINGS OR UTILITIES. JJ RUIZ LAND SURVEYING ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE CROSSINGS OR UTILITIES. PLEASE USE THE TEXAS ONE CALL SYSTEM BEFORE EXCAVATING ON ANY PROPERTY. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE / MINERAL FEE OWNERSHIP OF LESSOR.

TBPLS Firm Registration No. 10141800  
1202 E. Del Mar Blvd, Suite 1  
Laredo, TX. 78041  
www.jruizlandsurveying.com  
Phone 956-568-4470  
Fax 956-568-4471

TECH: A.G.N.  
Q.C.: J.J.R.  
JOB No.: 19011  
DATE: 02-19-19  
F.B.: 000  
PG.: 000  
SHEET: 1 OF 1

**Field Notes**

**for a 76.22 acre tract of land out of a 104.59 acre tract of land,  
conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd.,  
out of a 134.59 acre tract of land,  
out of a 181.50 acre tract of land,  
situated in Porcion 10, Tomas Sanchez, Abstract 280,  
Webb County, Texas**

Being a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. as described in Deed of Trust recorded in Volume 587, Pages 123-127, Deed Records, Webb County, Texas, and Holzman Investments, Ltd., as described in Deed of Trust recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, out of a 134.59 acre tract of land, out of a 181.50 acre tract of land, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**Beginning** at a *point* at the northerly line of the Laredo City Limits, at the westerly line of a tract of land conveyed to MAPI Properties, Inc., as described in deed recorded in Volume 4160, Pages 766-170, Deed Records, Webb County, Texas, which bears South 00 degrees 35 minutes 53 seconds West, 237.19 feet from a ½" iron rod found at the northerly Right of Way line of FM 1472, for the southeast corner hereof;

**Thence**, with the northerly line of said Laredo City Limits the following courses and distances:

*North 87 degrees 45 minutes 58 seconds West, 285.59 feet to a point;  
South 73 degrees 51 minutes 09 seconds West, 626.02 feet to a point;  
South 68 degrees 25 minutes 57 seconds West, 318.28 feet to a point;  
South 67 degrees 42 minutes 47 seconds West, 1,336.87 feet to a point;*

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 69 degrees 02 minutes 27 seconds West, 2,305.95 feet to a point* at the easterly line of a tract of land conveyed to Rogelio Lozano-Trevino as described in Volume 2853, Pages 822-823, Deed Records, Webb County, Texas, from which a fence post found for the southeast of the aforementioned Vasquez/Holzman Tract bears South 21 degrees 40 minutes 30 seconds East, 277.90 feet, for the southwest corner hereof;

**Thence**, with the easterly line of said Trevino tract, *North 21 degrees 40 minutes 30 seconds West, 579.10 feet to a fence post found* at the southerly line of a tract of land conveyed to Reuthinger Living Trust, as described in Volume 498, Pages 79-84, Deed Records, Webb County, Texas, for the northwest corner hereof;

**Thence**, with the southerly line of said Reuthinger Living Trust and fence, the following courses and distances:

*North 64 degrees 17 minutes 16 seconds East, 193.36 feet to a ½" iron rod set;  
North 61 degrees 49 minutes 58 seconds East, 36.90 feet to a ½" iron rod set;  
North 58 degrees 57 minutes 40 seconds East, 117.80 feet to a ½" iron rod set;  
North 61 degrees 50 minutes 57 seconds East, 228.32 feet to a ½" iron rod set;  
North 66 degrees 11 minutes 09 seconds East, 493.77 feet to a ½" iron rod set;  
North 66 degrees 15 minutes 02 seconds East, 1,447.32 feet to a ½" iron rod set;  
North 67 degrees 27 minutes 44 seconds East, 903.33 feet to a ½" iron rod found;  
North 69 degrees 25 minutes 30 seconds East, 210.34 feet to a ½" iron rod set;  
North 75 degrees 39 minutes 21 seconds East, 239.28 feet to ½" iron rod found;  
North 82 degrees 23 minutes 32 seconds East, 223.27 feet to a ½" iron rod set;*

**Thence**, continuing with the southerly line of said Reuthinger tract, and fence, *South 89 degrees 24 minutes 07 seconds East, 1,022.12 feet*, to a ½" iron rod set at the northwest corner of aforementioned MAPI Tract, for the northeast corner hereof;

**Field Notes**  
**for a 76.22 acre tract of land out of a 104.59 acre tract of land,**  
**conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd.,**  
**out of a 134.59 acre tract of land,**  
**out of a 181.50 acre tract of land,**  
**situated in Porcion 10, Tomas Sanchez, Abstract 280,**  
**Webb County, Texas (continued)**

**Thence**, with easterly line of said MAPI Tract, *South 00 degrees 35 minutes 53 seconds West*, **476.73 feet** to the **Point of Beginning** and containing **76.22 acres** of land, more or less.

**Basis of Bearings:**

A fence corner found at the southwest corner of a 181.50 acre tract of land, conveyed to Holzman Investments, Ltd., a Texas Limited Partnership, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, and a fence corner found at the northwest corner of said Holzman tract.

Called to be: North 21 degrees 20 minutes West, 427.1 varas (1186.39 feet) before FM 1472 Right Way acquisition,

But Found by GPS observation to be: North 21 degrees 40 minutes 30 seconds West, 857.00 feet.

**State of Texas:**

**County of Webb:**

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

R.P.L.S. No. 5304 – Texas



Current Date



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 4  
HOLZMAN & VASQUEZ TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, InSite Development Services, LLC on behalf of Leonard Holzman and Jorge Vasquez has filed a petition with the City of Laredo for the annexation of a 76.22 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Leonard Holzman and Jorge Vasquez being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 76.22 acres of land, more or less, belonging to Leonard Holzman and Jorge Vasquez.

**SERVICE PLAN**

A petition for annexation from InSite Development Services, LLC, on behalf of Leonard Holzman and Jorge Vasquez was received for property designated as "Tract 4 (Holzman & Vasquez Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.



Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
  
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.52 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
  
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance

provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_ **Rosario C. Cabello  
Co-Interim City Manager**

**LEONARD HOLZMAN AND JORGE VASQUEZ**

By: \_\_\_\_\_  
**InSite Development Services, LLC  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by InSite Development Services, LLC, on behalf of Leonard Holzman and Jorge Vasquez.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 76.22 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 WEST OF FM 3338/LAS TIENDAS RD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 76.22 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Public Hearings (also Intro Ord) 6.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Manuel Gonzalez

Staff Source: Rafael Vidaurri, Planner

---

### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of R-1 (Single Family Residential District) on a tract of land totaling 24.43 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 5 (Mandel Tract), located east of Max Mandel Municipal Golf Course and west of FM 1472, as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 5 is as follows:

### Voluntary Annexation:

Tract 5 – 24.43 acres, more or less, located east of Max Mandel Municipal Golf Course and west of FM 1472.

Petitioner: Manuel Gonzalez

### COMMITTEE RECOMMENDATION



Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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**Attachments**

Tract 5 - Map

Tract 5 - Survey

Tract 5 - Metes and Bounds

Tract 5 - Future Land Use Map

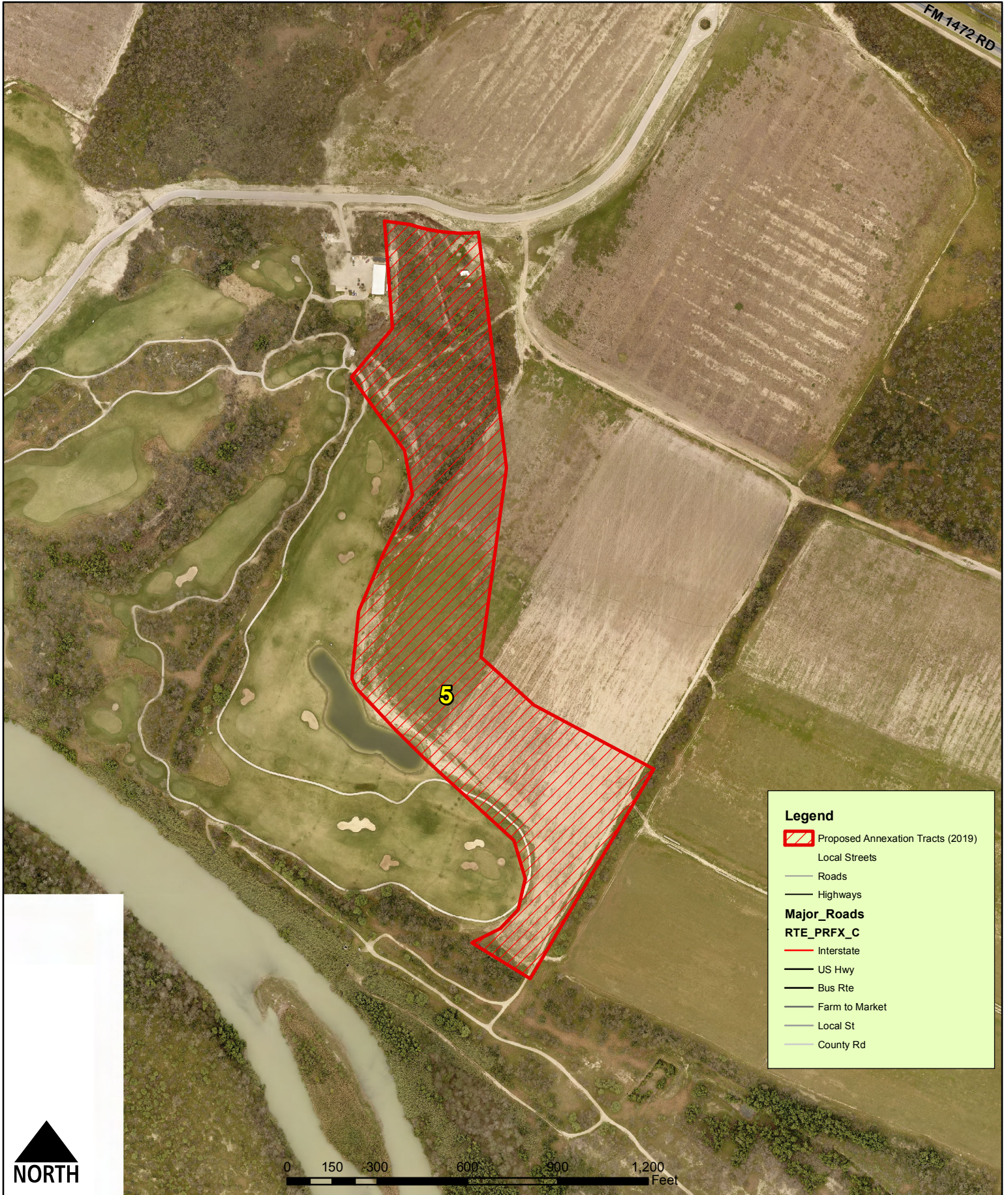
Tract 5 - Annexation Agreement and Service Plan

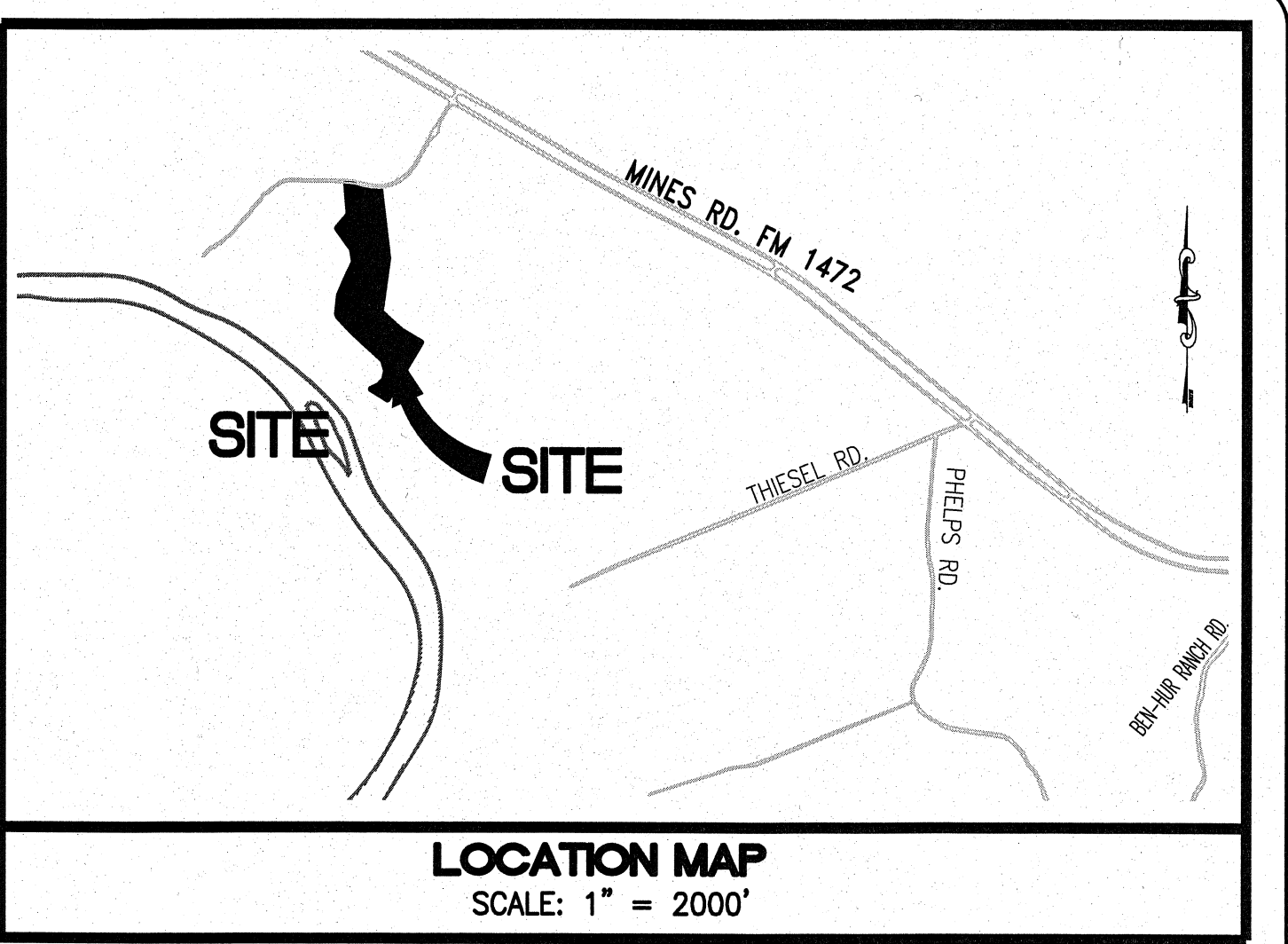
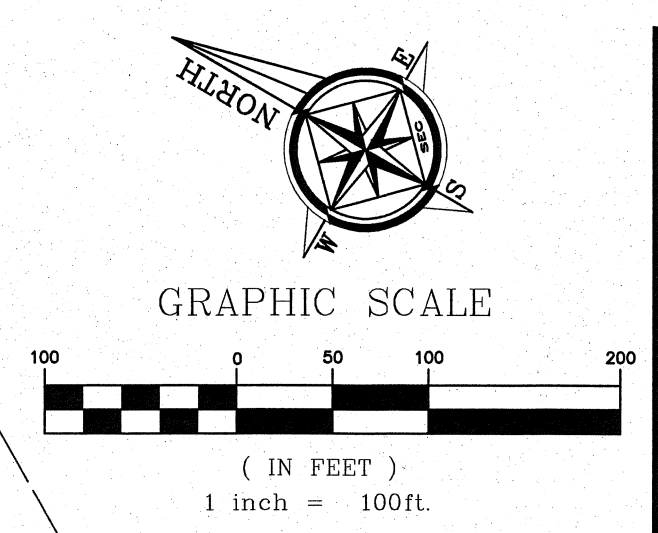
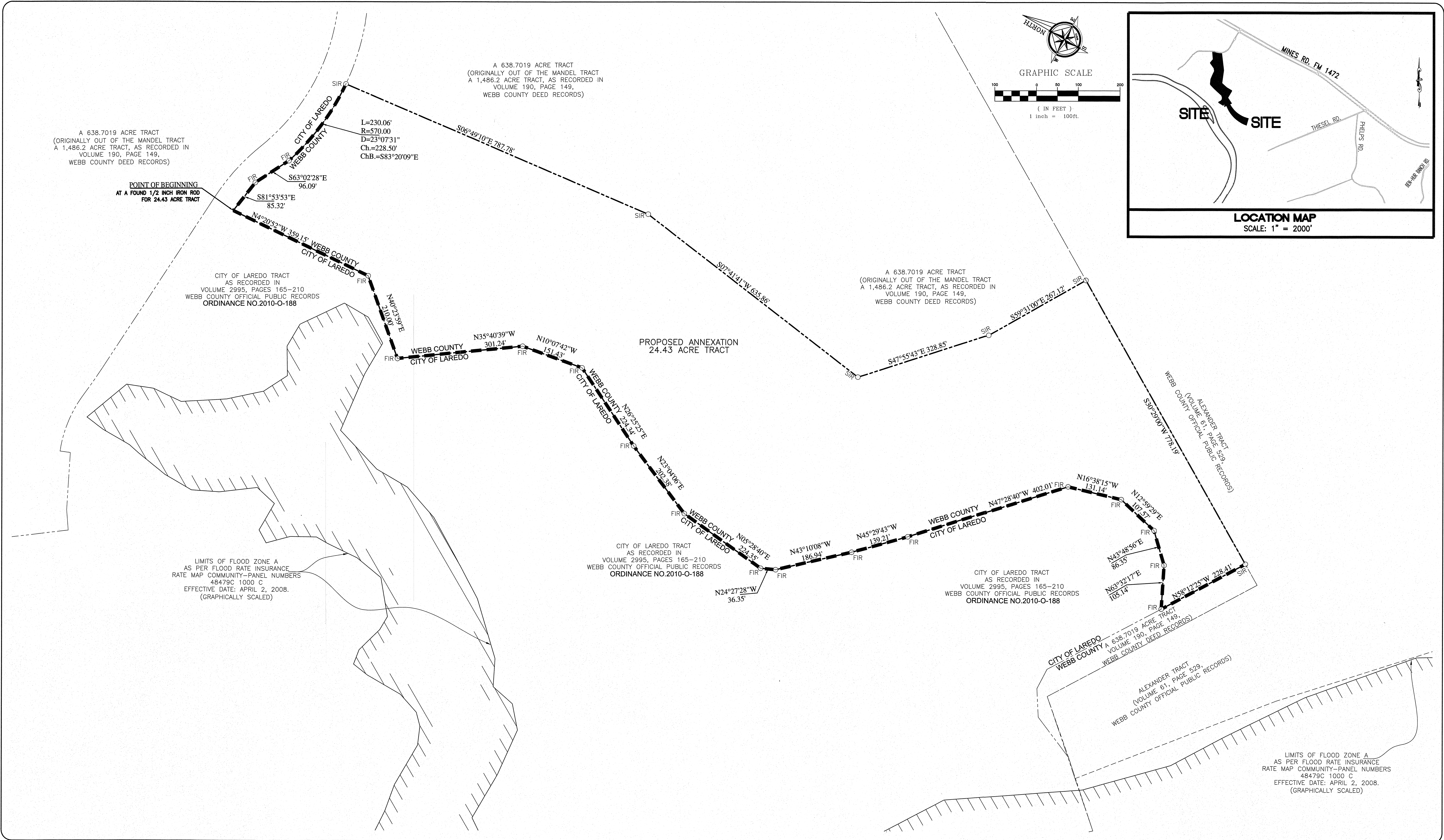
Tract 5 - Ordinance

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# Mandel Tract

SHERFEY ENG.





A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
VOLUME 190, PAGE 149,  
WEBB COUNTY DEED RECORDS)

A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
VOLUME 190, PAGE 149,  
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A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
VOLUME 190, PAGE 149,  
WEBB COUNTY DEED RECORDS)

POINT OF BEGINNING  
AT A FOUND 1/2 INCH IRON ROD  
FOR 24.43 ACRE TRACT

CITY OF LAREDO TRACT  
AS RECORDED IN  
VOLUME 2995, PAGES 165-210  
WEBB COUNTY OFFICIAL PUBLIC RECORDS  
ORDINANCE NO.2010-O-188

PROPOSED ANNEXATION  
24.43 ACRE TRACT

CITY OF LAREDO TRACT  
AS RECORDED IN  
VOLUME 2995, PAGES 165-210  
WEBB COUNTY OFFICIAL PUBLIC RECORDS  
ORDINANCE NO.2010-O-188

CITY OF LAREDO TRACT  
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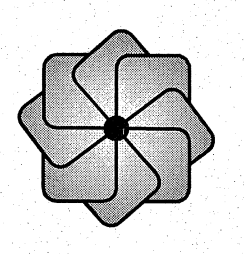
LIMITS OF FLOOD ZONE A  
AS PER FLOOD RATE INSURANCE  
RATE MAP COMMUNITY-PANEL NUMBERS  
48479C 1000 C  
EFFECTIVE DATE: APRIL 2, 2008.  
(GRAPHICALLY SCALED)

LIMITS OF FLOOD ZONE A  
AS PER FLOOD RATE INSURANCE  
RATE MAP COMMUNITY-PANEL NUMBERS  
48479C 1000 C  
EFFECTIVE DATE: APRIL 2, 2008.  
(GRAPHICALLY SCALED)

Designed By: FE  
Drawn By: FE  
Checked By: FE  
Approved By: JPS  
File: X:\Open Projects\8147.00

**FLOOD NOTE:**  
BY GRAPHIC PLOTTING ONLY (AREAS OF  
MINIMAL FLOODING) OF THE FLOOD  
INSURANCE RATE MAP.  
  
SUBJECT IS NOT LOCATED IN A FLOOD  
PLAIN "ZONE A" ACCORDING TO FIRM  
MAP COMMUNITY-PANEL NUMBER  
48479C 1000C, DATED: APRIL 2, 2008

**LEGEND**  
SIR = SET 1/2" IRON ROD  
FIR = FOUND 1/2" IRON ROD  
  
**BASIS OF BEARINGS:**  
G.P.S., TEXAS COORDINATE SYSTEM,  
SOUTH ZONE (NAD 1983)



**Sherfey  
Engineering  
Company, L.L.C.**  
104 Del Court  
Suite 400  
Laredo, Texas 78041  
(956) 791-3511  
(956) 791-3144  
TBPE FIRM REGISTRATION No: F-3132

**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  
4-15-19  
DATE



**SURVEY**  
A tract of land containing 24.43 acres of land, more or less, situated in Porcion 06 and Porcion 07, Abstract 38 and 39,  
Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as  
recorded in Volume 190, Page 149, Webb County Deed Records some tract's interests being divided among the following  
entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050,  
Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public  
Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page  
473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb  
County Official Public Records.  
Scale: 1"=100' Date: 02/26/2019 Rev: 04/15/2019

PROJ. NO.8147.00  
1  
SHEET 1 OF 1



# 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*

### *24.43 ACRE TRACT*

### *PORCION 07 ~ ABSTRACT 39*

### *WEBB COUNTY, TEXAS*

A tract of land containing 24.43 acres of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod on an interior corner of the City of Laredo Tract as recorded in Volume 2995, Pages 165-210, Webb County Official Public Records same being the northwest corner of the herein described tract;

**THENCE**, S 81°53'53" E, along the common line with said City of Laredo Tract a distance of 85.32 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, S 63°02'28" E, along the common line with said City of Laredo Tract a distance of 96.09 feet to a found 1/2 inch iron rod, a non-tangent point of curvature to the left;

**THENCE**, along the common line with said City of Laredo Tract an said arc to the left with a radius of 570.00 feet, a delta of 23°07'31", a chord and chord bearing of 228.50 feet and S 83°20'09" E a distance of 230.06 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

**THENCE**, S 06°49'10" E, leaving said common line with the City of Laredo Tract a distance of 787.78 feet to a set 1/2 inch iron rod, a deflection right;

**THENCE**, S 07°41'41" W, a distance of 635.86 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 47°55'43" E, a distance of 328.85 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 59°31'00"E, a distance of 267.12 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 30°29'00" W, along the common property line with the Alexander Tract as recorded in Volume 61, Page 529, Webb County Official Public Records a distance of 778.19 feet to a set 1/2 inch iron rod, the most southerly corner of the herein described tract;

**THENCE**, N 58°12'25" W, a distance of 228.41 feet to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

**THENCE**, N 63°32'17" E, along the common line with said City of Laredo Tract a distance of 105.14 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 43°48'56" E, along the common line with said City of Laredo Tract a distance of 86.35 feet to a found 1/2 inch iron rod, a deflection left;



# 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 12°59'29" E, along the common line with said City of Laredo Tract a distance of 107.57 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 16°38'15" W, along the common line with said City of Laredo Tract a distance of 131.14 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 47°28'40" W, along the common line with said City of Laredo Tract a distance of 402.01 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 45°29'43" W, along the common line with said City of Laredo Tract a distance of 139.21 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 43°10'08" W, along the common line with said City of Laredo Tract a distance of 186.94 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 24°27'28" W, along the common line with said City of Laredo Tract a distance of 36.35 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 05°28'40" E, along the common line with said City of Laredo Tract a distance of 224.35 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 23°04'06" E, along the common line with said City of Laredo Tract a distance of 202.38 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 26°25'25" E, along the common line with said City of Laredo Tract a distance of 224.34 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 10°07'42" W, along the common line with said City of Laredo Tract a distance 151.43 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 35°40'39" W, along the common line with said City of Laredo Tract a distance of 301.24 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 40°23'59" E, along the common line with said City of Laredo Tract a distance of 210.00 feet to a found 1/2 inch iron rod, a deflection left;



# 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 04°20'52" W, along the common line with said City of Laredo Tract a distance of 359.15 feet to return to and close at the **POINT OF BEGINNING**, containing 24.43 acres of land.

### Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §

County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

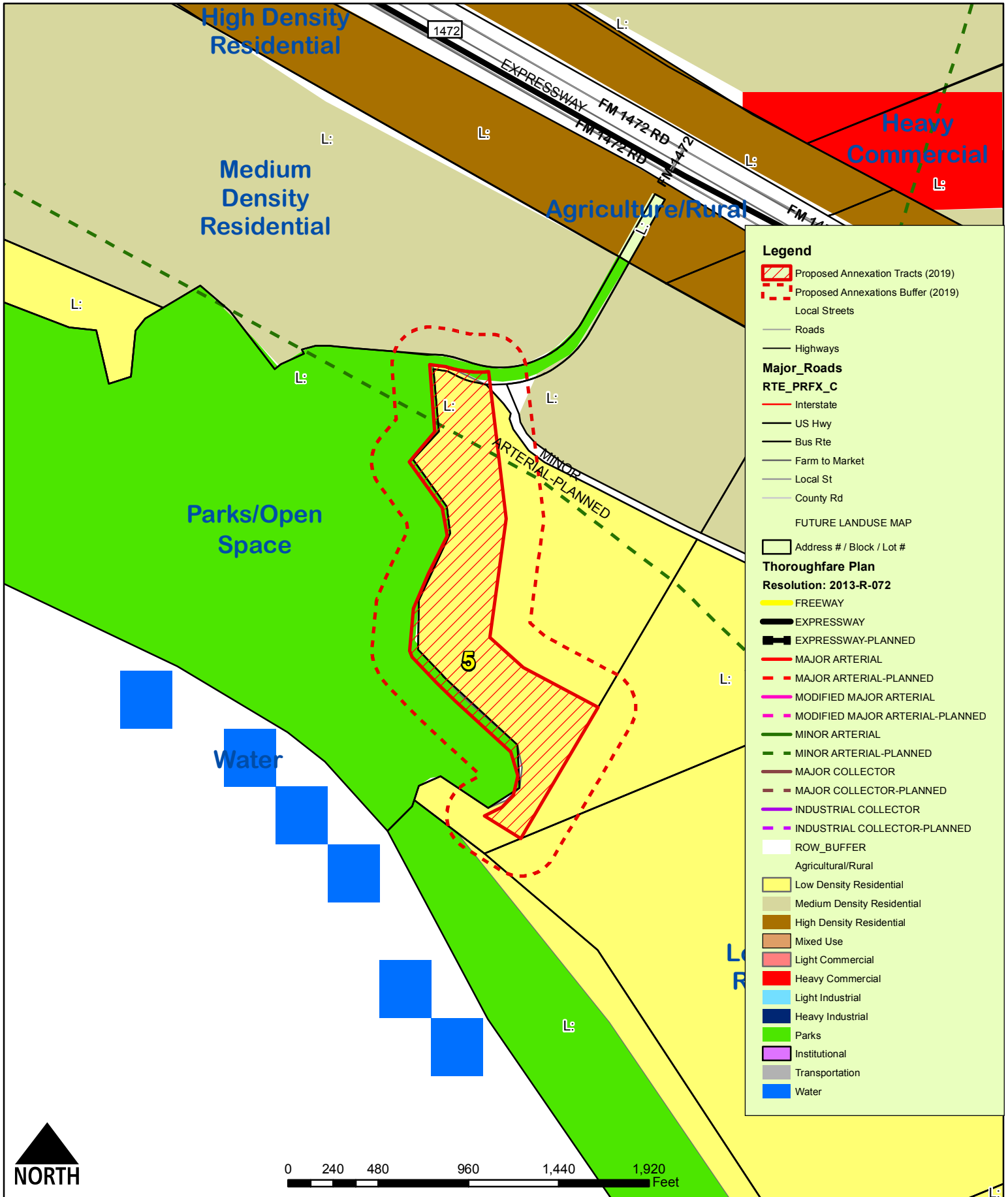
R.P.L.S. No. 5862-Texas

02-27-19

Current Date



# Mandel Tract



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 5  
MANDEL TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Manuel Gonzalez, on behalf of the Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., has filed a petition with the City of Laredo for the annexation of a 24.43 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 24.43 acres of land, more or less, belonging to Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr.

**SERVICE PLAN**

A petition for annexation from Manuel Gonzalez, on behalf of the Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., was received for property designated as "Tract 5 (Mandel Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not



more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 1.98 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

**RESIDENTIAL ANNEXATION FEE FOR WATER:**

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:**

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

**RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:**

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more

than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads**  
**Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello**  
**Co-Interim City Manager**

**NOLAR, LLC, A LOUISIANA LIMITED LIABILITY COMPANY (RUSSELL PALMER), LANDRANCH, LTD., A TEXAS LIMITED PARTNERSHIP (LOUISE A. MANDEL), MGW ISLITAS, LTD. (LOUISE A. MANDEL), GML RANCHO, LLC (GARY G. JACOBS), AND ERMILO RICHER, JR.**

**By: \_\_\_\_\_**  
**Manuel Gonzalez,**  
**Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Manuel Gonzalez, on behalf of the following property owners:  
Nolar, LLC, a Louisiana limited liability company (Russell Palmer), Landranch, Ltd., a Texas limited partnership (Louise A. Mandel), MGW Islitas, LTD. (Louise A. Mandel), GML Rancho, LLC (Gary G. Jacobs), and Ermilo Richer, Jr.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 24.43 ACRES, MORE OR LESS, LOCATED EAST OF MAX A. MANDEL MUNICIPAL GOLF COURSE AND WEST OF FM 1472, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 24.43 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Public Hearings (also Intro Ord) 7.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Mario Palos Garza

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 1.5 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 6 (Lot 20, Block 2, Pinto Valle Industrial Park, Phase I Tract), located north of FM 1472 and east of Lampazos Loop, as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 6 is as follows:

### Voluntary Annexation:

Tract 6 – 1.5 acres, more or less, located north of FM 1472 and east of Lampazos Loop.

Petitioner: Mario Palos Garza

### COMMITTEE RECOMMENDATION



Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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**Attachments**

Tract 6 - Map

Tract 6 - Survey

Tract 6 - Metes and Bounds

Tract 6 - Future Land Use

Tract 6 - Annexation Agreement and Service Plan

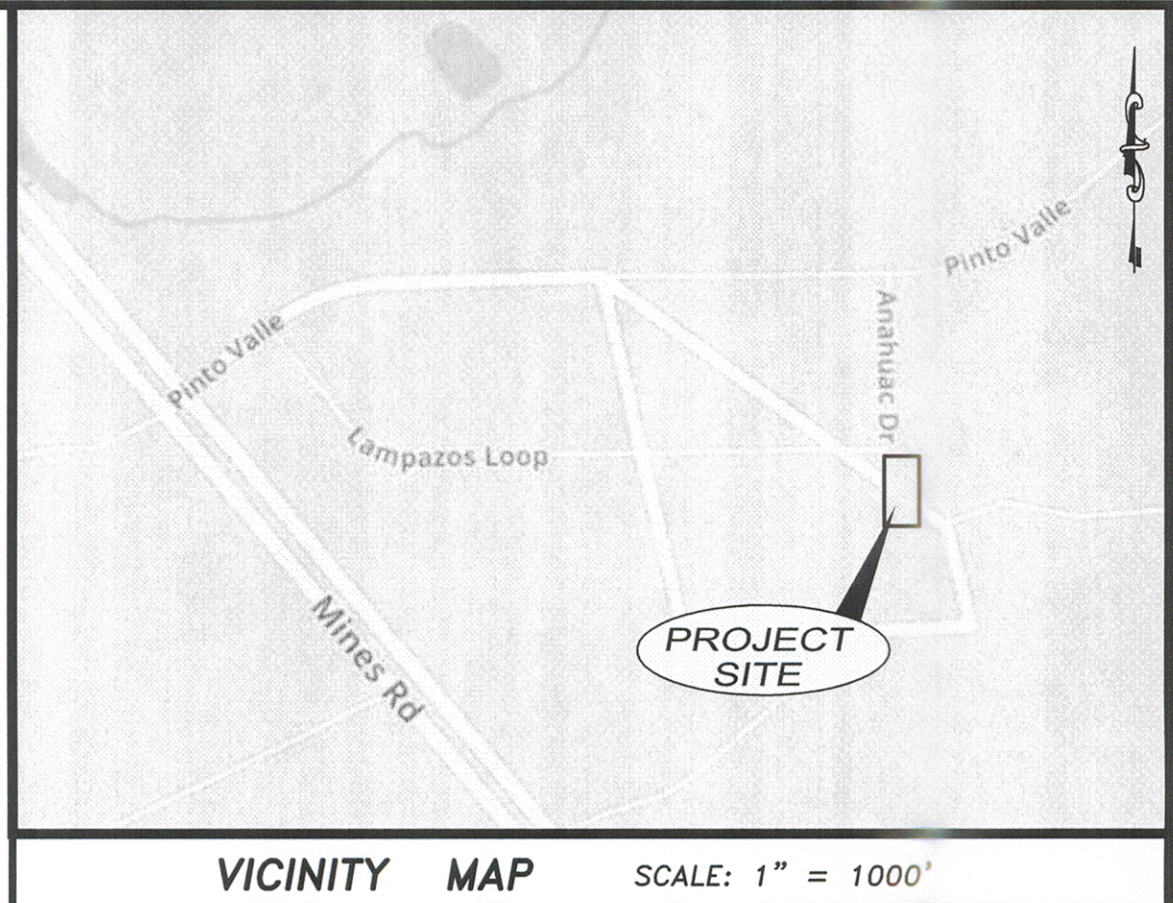
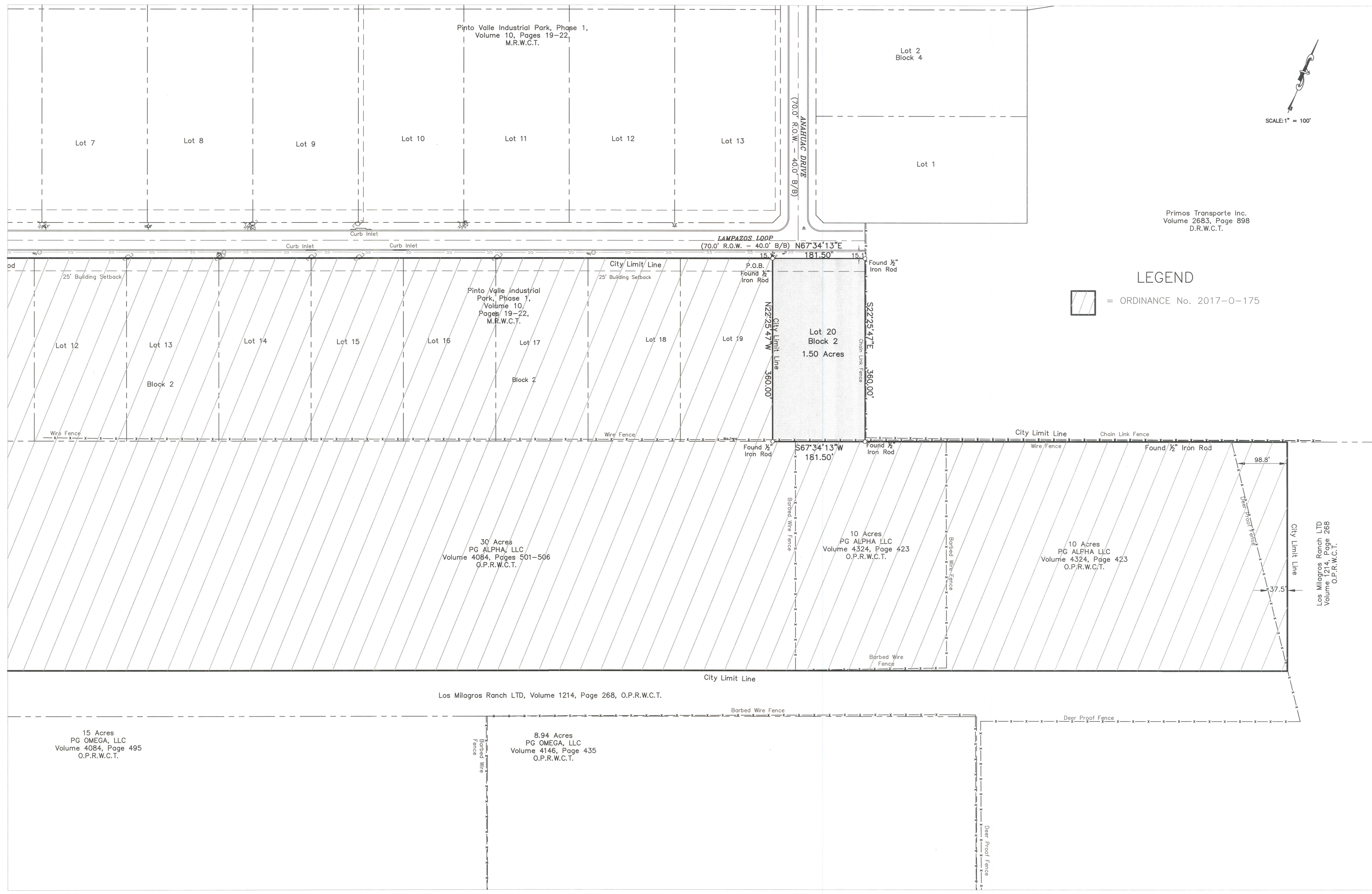
Tract 6 - Ordinance

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# L20,B2, PINTO VALLE IND.PARK PH.1

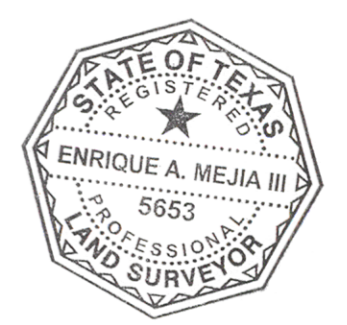
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Primos Transporte Inc.  
Volume 2683, Page 898  
D.R.W.C.T.

**LEGEND**  
 = ORDINANCE No. 2017-0-175



**BASIS OF BEARINGS:**  
 A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 2, AND A 3" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, PINTO VALLE INDUSTRIAL PARK, PHASE 1.  
 CALLED TO BE: S 67°50'30" W, 414.86'  
 MEASURED: S 67°35'12" W, 415.07' GPS, Texas Coordinate System, South Zone, NAD 83

STATE OF TEXAS,  
 COUNTY OF WEBB,  
 I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE 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.  
 ENRIQUE A. MEJIA III  
 4-3-19  
 Enrique A. Mejia III, R.P.L.S. No. 5653

Annexation Survey of  
 1.50 Acre tract of land, being Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, Volume 10, Pages 19-22, Map Records, Webb County, Texas.  
 Address: 301 Lampazos Loop, Laredo, Texas

Blue Top Land Surveying  
 101 West Hillside, Suite 10  
 Laredo, Texas 78041  
 Phone: (565) 724-9423  
 Fax: (565) 712-2580  
 FIRM No: 10071800

REVISED DATE: 04-03-19  
 DRAWN BY: E.L.  
 CHECKED BY: E.A.M.  
 DATE: 02-15-19  
 JOB No. 190017  
 F.B. PG.  
 FILE: 190017 L20 B2 Pinto Valle Industrial Park Phase 1.dwg



**Blue Top Land Surveying**  
 101 W. Hillside, Suite 10  
 Laredo, Texas 78041  
 956-724-8423 712-2580 fax

**Field Notes of  
 Lot 20 Block 2, Pinto Valle Industrial Park, Phase I,  
 recorded in Volume 10 Pages 19-22, Map Records, Webb County, Texas,**

Being a tract of land containing 1.50 acres, more or less, being Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, recorded in Volume 10 Pages 19-22, Map Records, Webb County, Texas, said 1.50 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½” *iron rod* found at the northwest corner of Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, recorded in Volume 10, Pages 19-22, Map Records, Webb County, Texas, and on the south right-of-way line of Lampazos Loop, the northeast corner of Lot 19, Block 2, for the northwest corner of the herein described tract;

**Thence**, along the south right-of-way line of said Lampazos Loop, *North 67°34’13” East*, a distance of *181.50 feet*, to a ½” iron rod found at the west line of a tract conveyed by deed to Primos transporte Inc. recorded in volume 2683, Page 898, Deed Records, Webb County, Texas, for the northeast corner of the herein described tract;

Thence, *South 22°25’47” East*, a distance of *360.00 feet* to a ½” iron rod found on the north boundary line of said PG Alpha, LLC tract recorded in Volume 4324, Page 423, Official Public Records, Webb County, Texas, for the southeast corner of the herein described tract;

**Thence**, along the north boundary line of said PG Alpha LLC tract, *South 67°34’13” West*, a distance of *181.50 feet* to a ½” iron rod found at the southeast corner of Lot 19, Block 2, for the southeast corner of the herein described tract;

**Thence**, *North 22°25’47” West*, a distance of *360.00 feet* to a ½” iron rod found on the south right-of-way line of said Lampazos Loop, to return and close at the **POINT OF BEGINNING** of this 1.50 acre tract, more or less.

**Basis of Bearings:**

A ½” iron rod found at the southeast corner of Lot 3, Block 3, and a ½” iron rod found at the southeast corner of Lot 1, Block 2, Pinto Valle Industrial Park, Phase I .


Called to be: S 67°59’30” W 414.86’

But found by GPS observation to be: S 67°35’12” W 415.07’ GPS, Texas Coordinate System, South Zone

**State of Texas:**

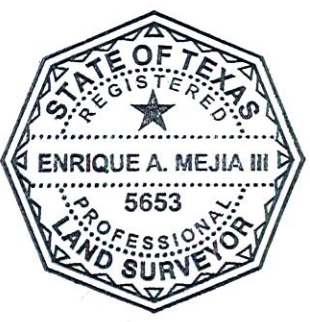
**County of Webb:**

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor, do hereby state that the above captioned “Field Notes” and attached “Plat of Survey” is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.

  
 \_\_\_\_\_  
 R.P.L.S. No. 5653 – Texas

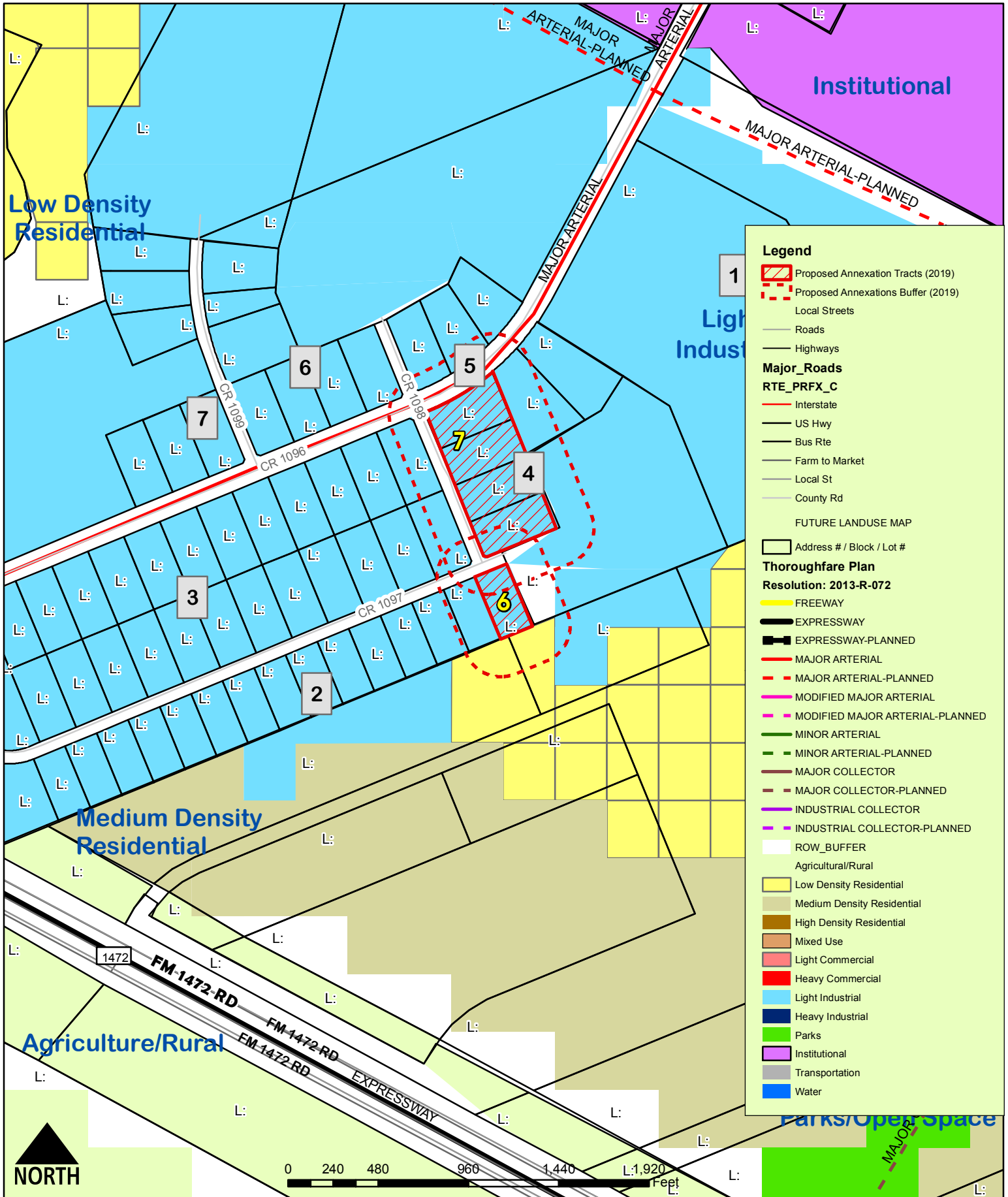
*2-15-19*  
 \_\_\_\_\_  
 Current Date

(Sheet 2 of 2)



# L20,B2, PINTO VALLE IND.PARK PH.1

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**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 6  
LOT 20, BLOCK 2, PINTO VALLE PHASE 1 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Mario Palos Garza, has filed a petition with the City of Laredo for the annexation of a 1.5 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit “A”; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Mario Palos Garza being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 1.5 acres of land, more or less, belonging to Mario Palos Garza.

**SERVICE PLAN**

A petition for annexation from Mario Palos Garza was received for property designated as “Tract 6 (Lot 20, Block 2, Pinto Valle Phase 1 Tract)” described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 0.67 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service



plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**MARIO PALOS GARZA**

By: \_\_\_\_\_  
**Mario Palos Garza  
Owner**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Mario Palos Garza.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 1.5 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND EAST OF LAMPAZOS LOOP. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 1.5 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Public Hearings (also Intro Ord) 8.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Marcelino Flores

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 8.87 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 7 (COT Properties LLC Tract), located north of Anahuac Dr. and east of Pinto Valle Dr., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 7 is as follows:

### Voluntary Annexation:

Tract 7– 8.87 acres, more or less, located north of north of Anahuac Dr. and east of Pinto Valle Dr.

Petitioner: Marcelino Flores

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

## **STAFF RECOMMENDATION**

To conduct the public hearing.

## **IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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### **Attachments**

Tract 7 - Map

Tract 7 - Survey

Tract 7 - Metes and Bounds

Tract 7 - Future Land Use

Tract 7 - Annexation Agreement and Service Plan

Tract 7 - Ordinance

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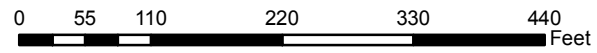
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# COT PROPERTIES

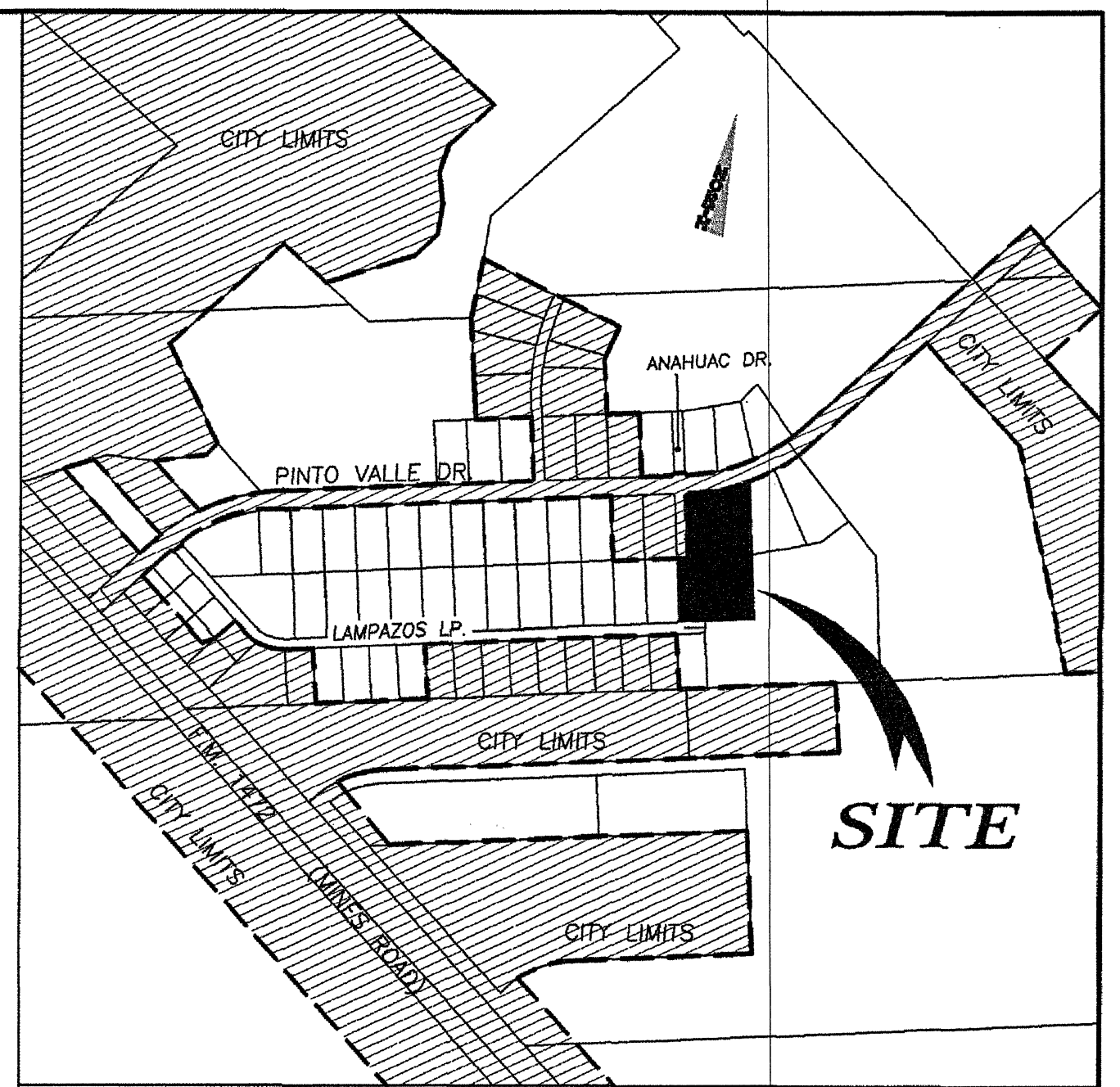
HOWLAND



NORTH





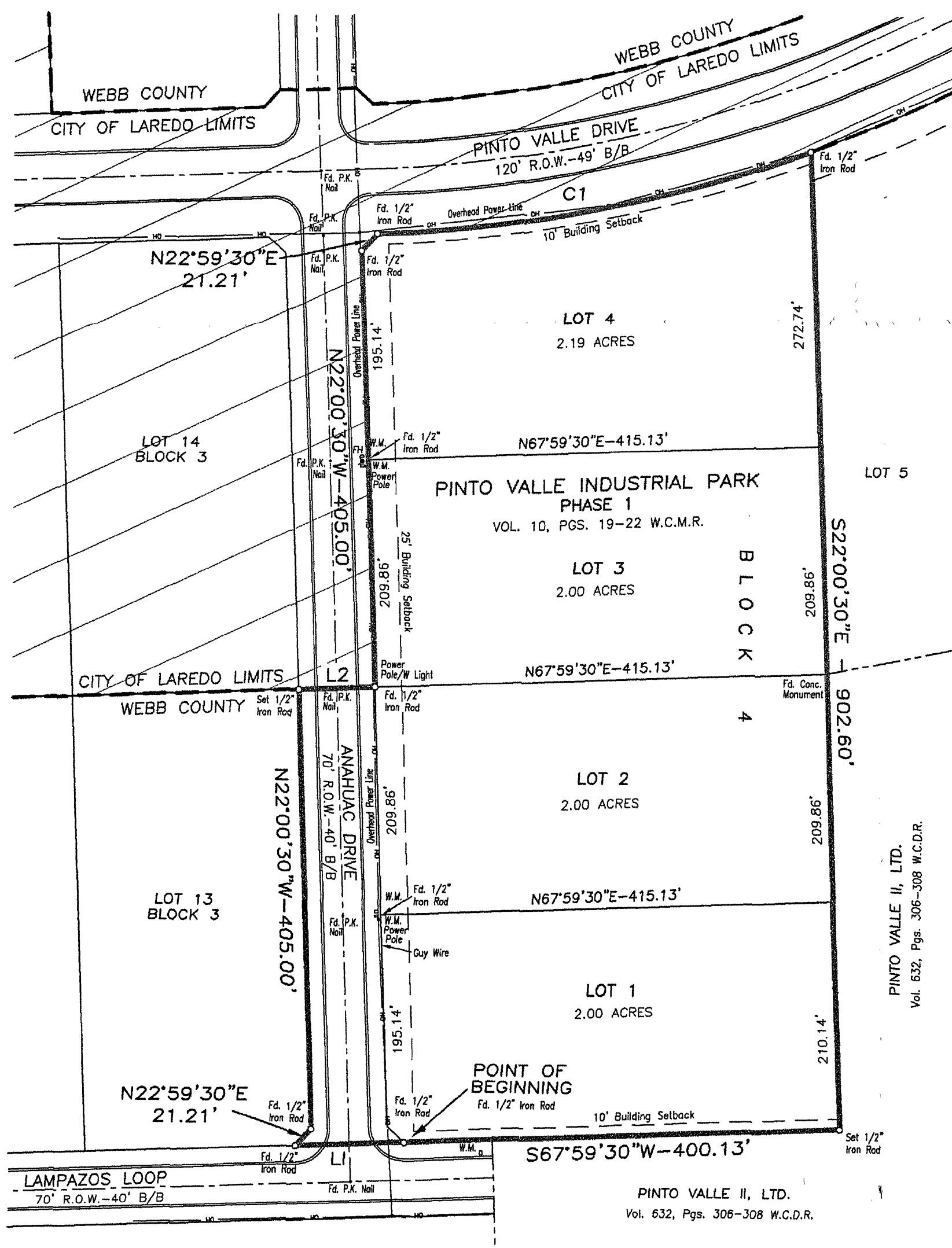


AREA MAP SCALE: 1"=1000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°59'30"W	100.00'
L2	N67°59'22"E	70.00'

CURVE TABLE	
CURVE	C1
RADIUS:	1310.00'
ARC LENGTH:	406.63'
CHORD:	N59°05'58"E 405.00'
CHORD DIST:	405.00'

LEGEND	
	CITY OF LAREDO LIMITS



AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS. THIS 8.87 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a found 1/2" iron rod being the most southerly corner of the southwest corner clip of said Lot 1, for a point on the southerly boundary of this tract and the TRUE POINT OF BEGINNING;

THENCE, S 67°59'30" W, a distance of 100.00 FEET to a found 1/2" iron rod being the southerly corner of the southeast corner clip of Lot 13, Block 3 of said Pinto Valle Industrial Park, for the most southeast corner hereof;

THENCE, N 22°59'30" E, along the boundary line of said Lot 13, a distance of 21.21 FEET to a found 1/2" iron rod being the northerly corner of the southeast corner clip of said Lot 13, for a point of deflection left hereof;

THENCE, N 22°00'30" W, along the east boundary line of said Lot 13, a distance of 405.00 FEET to a set 1/2" iron rod being the northeast corner of said Lot 13, also being the southeast corner of Lot 14, Block 3 of said Pinto Valle Industrial Park, for an exterior corner hereof;

THENCE, N 67°59'22" E, along existing City of Laredo limits, a distance of 70.00 FEET to a found 1/2" iron rod being the northwest corner of said Lot 2, for an interior corner hereof;

THENCE, N 22°00'30" W, along the west boundary line of said Lots 3 & 4 passing a found 1/2" iron rod at a distance of 209.86 feet being the northwest corner of said Lot 3, and continue a total distance of 405.00 FEET to a found 1/2" iron rod being the southerly corner of the northwest corner clip of said Lot 4, for a point of deflection right hereof;

THENCE, N 22°59'30" E, along the boundary line of said Lot 4, a distance of 21.21 FEET to a found 1/2" iron rod being the northerly corner of the northwest corner clip of said Lot 4, for a point being on a curve having a radius of 1310.00 feet, a chord of N59°05'58"E-405.00 feet;

THENCE, along said curve being the north boundary line of said Lot 4, an arc length of 406.63 FEET to a found 1/2" iron being the northeast corner of said Lot 4, for the northeast corner hereof;

THENCE, S 22°00'30" E, along the east boundary line of said Lots 1-4 and passing a found concrete monument at a distance of 482.60 feet being the southeast corner of Lot 3 also being an interior corner of said Pinto Valle Industrial Park, Phase 1 boundary, and continuing a total distance of 902.60 FEET to a set 1/2" iron rod being the southeast corner of Lot 1, for the southeast corner hereof;

THENCE, S 67°59'30" W, along the south boundary line of said Lot 1, a distance of 400.13 FEET to the point of beginning for this 8.87 acre tract of land, more or less.

Basis of Bearing according to Pinto Valle Industrial Park, Phase 1 as recorded in volume 10, pages 19-22 of the Webb County Map Records, Texas.

STATE OF TEXAS:  
COUNTY OF WEBB

I, RICARDO M. VILLARREAL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING "PLAT OF SURVEY" AND ACCOMPANYING "FIELD NOTES" ARE A TRUE REPRESENTATION OF A SURVEY CONDUCTED ON THE GROUND UNDER MY SUPERVISION.

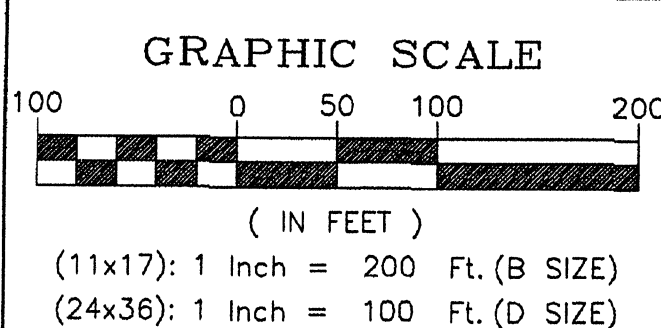
THIS 21st DAY OF FEBRUARY 2019.

*Ricardo M. Villarreal* 2/21/19  
RICARDO M. VILLARREAL R.P.L.S. No. 6242-TEXAS



DRAWN BY: M.J.	CHECKED BY: R.M.V.
DRAWN DATE: 02-20-19	REVISED DATE:
FILE NAME:	JOB No.
STATUS:	AS-BUILT:
SCALE: (24"x36") SHEET	SCALE: (11"x17") SHEET
HOR: 1"=100' VER.	HOR: 1"=200' VER.
SHEET	1.0

**SURVEY OF**  
AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS.



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

## MEETS & BOUNDS FOR AN 8.87 ACRE TRACT

AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS. BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS. THIS 8.87 ACRE TRACT OF LAND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS;

**BEGINNING** at a found ½" iron rod being the most southerly corner of the southwest corner clip of said Lot 1, for a point on the southerly boundary of this tract and the **TRUE POINT OF BEGINNING**;

**THENCE, S 67°59'30" W**, a distance of **100.00 FEET** to a found ½" iron rod being the southerly corner of the southeast corner clip of Lot 13, Block 3 of said Pinto Valle Industrial Park, for the most southeast corner hereof;

**THENCE, N 22°59'30" E**, along the boundary line of said Lot 13, a distance of **21.21 FEET** to a found ½" iron rod being the northerly corner of the southeast corner clip of said Lot 13, for a point of deflection left hereof;

**THENCE, N 22°00'30" W**, along the east boundary line of said Lot 13, a distance of **405.00 FEET** to a set ½" iron rod being the northeast corner of said Lot 13, also being the southeast corner of Lot 14, Block 3 of said Pinto Valle Industrial Park, for an exterior corner hereof;

**THENCE, N 67°59'22" E**, along existing City of Laredo limits, a distance of **70.00 FEET** to a found ½" iron rod being the northwest corner of said Lot 2, for an interior corner hereof;

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Basis of Bearing according to Pinto Valle Industrial Park, Phase 1 as recorded in volume 10, pages 19-22 of the Webb County Map Records, Texas.



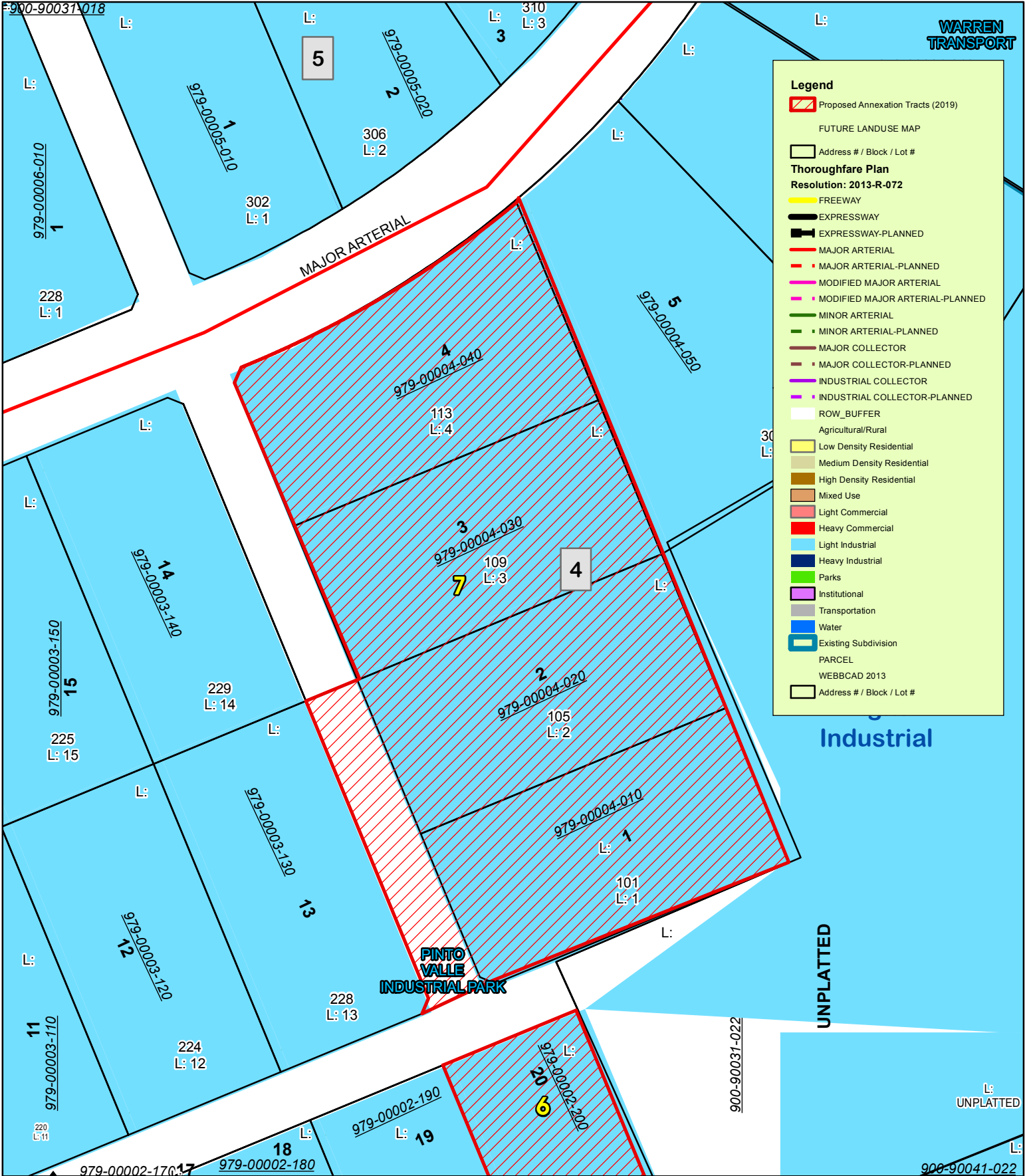
*Ricardo M. Villarreal*  
2/21/19

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

# COT PROPERTIES

HOWLAND

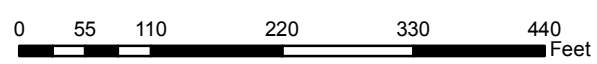
WARREN  
TRANSPORT



**Legend**

- Proposed Annexation Tracts (2019)
- FUTURE LANDUSE MAP
- Address # / Block / Lot #
- Thoroughfare Plan**  
Resolution: 2013-R-072
- FREEWAY
- EXPRESSWAY
- EXPRESSWAY-PLANNED
- MAJOR ARTERIAL
- MAJOR ARTERIAL-PLANNED
- MODIFIED MAJOR ARTERIAL
- MODIFIED MAJOR ARTERIAL-PLANNED
- MINOR ARTERIAL
- MINOR ARTERIAL-PLANNED
- MAJOR COLLECTOR
- MAJOR COLLECTOR-PLANNED
- INDUSTRIAL COLLECTOR
- INDUSTRIAL COLLECTOR-PLANNED
- ROW\_BUFFER
- Agricultural/Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Light Commercial
- Heavy Commercial
- Light Industrial
- Heavy Industrial
- Parks
- Institutional
- Transportation
- Water
- Existing Subdivision
- PARCEL
- WEBBCAD 2013
- Address # / Block / Lot #

NORTH



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 7  
COT PROPERTIES LLC TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Marcelino Flores, on behalf of the COT Properties LLC has filed a petition with the City of Laredo for the annexation of a 8.87 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and COT Properties LLC being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 8.87 acres of land, more or less, belonging to COT Properties LLC.

**SERVICE PLAN**

A petition for annexation from Marcelino Flores, on behalf of the COT Properties LLC was received for property designated as "Tract 7 (COT Properties LLC Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 0.55 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance

provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

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

**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_

**Rosario C. Cabello  
Co-Interim City Manager**

**COT PROPERTIES LLC**

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

**Marcelino Flores  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Marcelino Flores on behalf of COT Properties LLC

\_\_\_\_\_  
Notary Public, State of Texas



**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 8.87 ACRES, MORE OR LESS, LOCATED NORTH OF ANAHUAC DR. AND EAST OF PINTO VALLE DR., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 8.87 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

**Public Hearings (also Intro Ord) 9.**

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

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

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**SUBJECT**

**Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to ratify and execute a contract from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$467,610.00 and amending the FY 2018-2019 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Educator I, R29 position for the City of Laredo Health Department (CLHD) Zika Health Care Services Program for the term of July 1, 2019 through June 30, 2020.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On June 4, 2018, Council approved Ordinance 2018-O-076.

**BACKGROUND**

The Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD). Through this partnership, the City of Laredo Health Department will provide case management, education and resources to pregnant women and their children to prevent vector-borne diseases in particular Zika risk and exposure (prevention, testing, management and resources). Resources through this grant allow for the creation of one (1) Health Educator I, R29 position.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approve this Ordinance.

---

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:**

**Source of Funds:** DSHS  
**Account #:** 226-6038

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

**FINANCIAL IMPACT:**

The revenue line item is 226-0000-323-4002 and the expenditure division is 226-6038 with Project Number HEZH03.

---

**Attachments**

Ordinance  
Contract

---

## **ORDINANCE**

**RATIFYING THE EXECUTION OF A CONTRACT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), AMENDING THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$467,610.00 AND AMENDING THE FY 2018-2019 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) HEALTH EDUCATOR I, R29 POSITION FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) ZIKA HEALTH CARE SERVICES PROGRAM FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020.**

**WHEREAS**, the Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD); and

**WHEREAS**, through this partnership, the City of Laredo Health Department will provide case management, education and resources to pregnant women and their children to prevent vector-borne diseases in particular Zika risk and exposure (prevention, testing, management and resources); and

**WHEREAS**, resources through this grant allow for the creation of one (1) Health Educator I, R29 position.

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

**Section 1:** The Co-Interim City Managers are hereby authorized to ratify and execute a contract from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$467,610.00 and amending the FY 2018-2019 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Educator I, R29 position for the City of Laredo Health Department (CLHD) Zika Health Care Services Program for the term of July 1, 2019 through June 30, 2020.

**Section 2:** The revenue line item is 226-0000-323-4002 and the expenditure division is 226-6038 with Project Number HEZH03.

**Section 3:** The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
**JOSE A. VALDEZ, JR.  
CITY SECRETARY**

**APPROVED AS TO FORM:  
KRISTINA K. LAUREL HALE  
CITY ATTORNEY**

\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

**John Hellerstedt, M.D.**  
*Commissioner*

Rosario Cabello  
Co-Interim City Manager  
City of Laredo  
2600 Cedar Avenue  
Laredo, Texas 78044

Subject: Zika Health Care Services Program  
Contract Number: HHS000059700001, Amendment No. 2  
Contract Amount: \$1,159,793.00  
Contract Term: January 19, 2018 – June 30, 2020

Dear Ms. Cabello:

Enclosed is the Zika Health Care Services Program amendment between the Department of State Health Services and City of Laredo Health Department.

The purpose of this contract is to provide education and resources to individuals related to Zika prevention, testing and management.

This amendment increases the contract by \$467,610.00 for FY2020 and extends the contract term to June 30, 2020.

Please let me know if you have any questions or need additional information.

Sincerely,

Kevin Ruiz, CTCM  
Contract Manager  
512-776-2192  
Kevin.ruiz@dshs.texas.gov



**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000059700001  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**" or "**DSHS**") and **CITY OF LAREDO HEALTH DEPARTMENT** ("**Grantee**"), each a "**Party**" and collectively the "**Parties**," to that certain grant contract effective January 19, 2018, and denominated DSHS Contract No. HHS000059700001 ("**Contract**"), now desire to further amend the Contract (Amendment No. 2).

**WHEREAS**, the System Agency has chosen to exercise its option to renew the Contract in accordance with **SECTION III, DURATION** of the Contract;

**WHEREAS**, the Parties desire to revise the Budget to add funds for the period beginning **July 1, 2019, through June 30, 2020** (hereinafter referred to as "**Fiscal Year 2020**" or "**FY 2020**");

**WHEREAS**, the Parties desire to revise the Statement of Work; and

**WHEREAS**, this revision will result in an addition of **FOUR HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED TEN DOLLARS (467,610.00)** in federal funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III, DURATION**, of the Contract is amended to extend the Contract term through **June 30, 2020**.
2. **SECTION IV, BUDGET**, of the Contract is deleted in its entirety and replaced with the following:

“The total amount of this Contract will not exceed **ONE MILLION ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS (\$1,159,793.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENTS B, B-1 and B-2**.”

3. **SECTION I(A)(3)(B) GRANTEE RESPONSIBILITIES OF ATTACHMENT A -- STATEMENT OF WORK** attached to the Contract, is deleted in its entirety and replaced with the following:

- “b. CMs shall assist pregnant women with laboratory evidence of Zika infection and their families with:
- i. Accessing prenatal care, including high-risk prenatal care when indicated by the Grantee;
  - ii. Accessing supportive services during pregnancy and after delivery, including mental health services;
  - iii. Ensuring prenatal care provider and pediatric providers are communicating prior to delivery;

- iv. Accessing appropriate outpatient pediatric and subspecialty care for the infant and family; and
- v. Conducting regular (at least monthly) follow-up with the family to discuss progress, concerns, problems, and plans, and to coordinate services across systems and foster continuity of care.
- c. CMs shall assist women with evidence of possible Zika virus exposure during pregnancy (see reporting form for definition) with:
  - i. Accessing Zika testing for their newborns; and
  - ii. Accessing a comprehensive physical exam, measurements (head, length, and weight), a comprehensive ophthalmologic exam, a hearing assessment, age-appropriate developmental screening, and any other recommended exams for their newborns.
- d. CMs shall assist families of infants and children with possible congenital Zika virus exposure (see reporting form for definition) with:
  - i. Accessing a head ultrasound, a comprehensive ophthalmologic exam, a hearing screening and assessment, and any other recommended exams for their infants and children; and
  - ii. Coordinating consultations with an infectious disease specialist, a neurologist, a clinical geneticist, a nephrologist, a gastroenterologist, an early intervention and developmental specialist, and any other necessary specialists for their infants and children.”

4. **SECTION I(F) REPORTING OF ATTACHMENT A -- STATEMENT OF WORK** attached to the Contract is deleted in its entirety and replaced with the following:

**“F. REPORTING.**

Grantee shall submit to System Agency the following reporting data in the format to be provided by System Agency. Each element below must be reported for activities occurring in the clinic setting. The Grantee shall also collect data and report on any additional activities added by the System Agency after the start of the Contract period. The Grantee shall also track activities occurring in an outreach setting and report on those activities according to the reporting template.

- 1. Insurance status of Zika Health Care Services Program recipients at intake.
- 2. Number of reproductive age women who received client-centered contraceptive counseling services.
  - a. Number of women who received client-centered contraceptive counseling services only (without receiving a contraceptive method on the day of their provider visit) for the following reasons:
    - i. Undecided/not ready
    - ii. Might be pregnant
    - iii. Desired method was out of stock
    - iv. Medical reasons
    - v. Did not want contraception
    - vi. Continuing with current method of contraception
    - vii. Are pregnant
    - viii. Reason not specified

3. Number of reproductive age women who received case management to access contraceptive services through other providers and funding sources.
4. Number of reproductive age women with a provider visit during the most recent quarter.
5. Number of pregnant women in Grantee's target population during the most recent quarter.
6. Number of pregnant women whose partners received counseling on preventing Zika virus infection during pregnancy.
7. Number of pregnant women who received pre- and post-Zika test counseling.
8. Number of pregnant women who received education on ensuring baby is screened for Zika-related conditions at delivery.
9. Number of pregnant women who received case management to access appropriate prenatal ultrasound monitoring.
10. Number of mothers who had laboratory evidence of possible Zika virus infection receiving case management to access appropriate evaluation and outpatient management services for the newborn.
11. Number of pregnant women receiving prenatal care at LHD clinics.
12. Number of pregnant women who received an ultrasound between 18 and 22 weeks' gestation.
13. Number of women who were tested for Zika virus infection during their pregnancy.
14. Number of days between the Zika laboratory testing collection date for pregnant women and the date the results were provided to the ordering physician (total number of days for all pregnant women).
15. Of #13, the number with laboratory evidence of possible Zika virus infection.
16. Of #15, the number who acquired evidence of Zika via travel, sexual exposure, or local transmission.
17. Of #15, the number who received serial (e.g., every 3-4 weeks or other intervals) level II ultrasounds per CDC guidelines.
18. Of #15, the number that obtained a prenatal ultrasound from a high-risk medical facility.
19. Of #15, the number who received serial (e.g., every 3-4 weeks or other intervals) level II ultrasounds per CDC guidelines from a high-risk medical facility.
20. Number of days between Zika diagnosis in a pregnant woman and receipt of full prenatal assessment from a high-risk medical facility.
21. Number of newborns born to mothers with evidence of possible Zika virus exposure.
22. Of #21, the number who were tested for Zika using any of the CDC-recommended tests BEFORE hospital discharge.
23. Of #21, the number who were tested for Zika using any of the CDC-recommended tests AFTER hospital discharge.
24. Number of days between Zika laboratory testing collection date for newborns born to mothers with evidence of possible Zika infection and the date the results were provided to the ordering physician (total number of days for all newborns).
25. Of #21, the number who received the following tests or measurements BEFORE hospital discharge:
  - a. A comprehensive physical exam
  - b. A head circumference measurement
  - c. A length measurement
  - d. A weight measurement

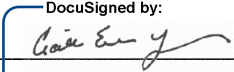
- e. A comprehensive ophthalmologic exam
  - f. An age-appropriate developmental screening
  - g. A hearing assessment by Auditory Brainstem Response (ABR)
26. Number of infants with possible congenital Zika virus infection who received the following exams:
- a. A head ultrasound by 1 month of age
  - b. A comprehensive ophthalmologic exam by 1 month of age
27. Number of infants and children with possible congenital Zika virus infection who received the following tests or exams:
- a. A standard evaluation
  - b. A head ultrasound after 1 month of age
  - c. A comprehensive ophthalmologic eye exam after 1 month of age
  - d. A hearing screening by Otoacoustic Emission methodology (OAE)
  - e. A hearing assessment by Auditory Brainstem Response (ABR)
  - f. A repeat hearing assessment by Auditory Brainstem Response (ABR)
  - g. A consultation with an infectious disease specialist
  - h. A consultation with a neurologist
  - i. A consultation with a clinical geneticist
  - j. A consultation with a nephrologist
  - k. A consultation with a gastroenterologist
  - l. A consultation with an early intervention and developmental specialist
  - m. A consultation with other specialists (e.g., lactation specialist, nutritionist, speech or occupational therapist)
28. Number of vacant, full-time staff positions funded through the CMS Zika HCSP Grant.
29. Number of liveborn infants with Zika-associated birth defects.
30. Of #29, the number diagnosed with:
- a. Brain abnormalities/birth defects with and without microcephaly
    - i. Of #30.a., the number who were tested for Zika virus infection
  - b. Neural tube defects and other early brain malformations/birth defects
    - i. Of #30.b., the number who were tested for Zika virus infection
  - c. Structural eye abnormalities/birth defects
    - i. Of #30.c., the number who were tested for Zika virus infection
  - d. Central nervous system (CNS) dysfunction/birth defects
    - i. Of #30.d., the number who were tested for Zika virus infection
31. Number of newborns diagnosed with microcephaly or other brain abnormalities caused by Zika or another CDC-defined birth defect defined as part of CDC's case inclusion criteria as potentially linked to Zika.
32. Number of live births in target population.
33. Number of miscarriages in target population.
34. Number of therapeutic terminations in target population.
35. Number of completed pregnancies with or without Zika-associated birth defects.
36. Number of miscarriages with the following Zika-associated birth defects:
- a. Brain abnormalities/birth defects with and without microcephaly
  - b. Neural tube defects and other early brain malformations/birth defects
  - c. Structural eye abnormalities/birth defects
  - d. Central Nervous System (CNS) dysfunction/birth defects
37. Number of stillbirths with the following Zika-associated birth defects:
- a. Brain abnormalities/birth defects with and without microcephaly

- b. Neural tube defects and other early brain malformations/birth defects
  - c. Structural eye abnormalities/birth defects
  - d. Central Nervous System (CNS) dysfunction/birth defects”
5. This Amendment No. 2 shall be effective as of July 1, 2019.
  6. Except as amended and modified by this Amendment No. 2, all terms and condition of the Contract, as amended, shall remain in full force and effect.
  7. Any further revisions to the Contract shall be by written agreement of the Parties.
  8. Any undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Contract, as amended.

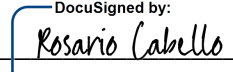
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
DSHS CONTRACT NO. HHS000059700001**

**DEPARTMENT OF STATE HEALTH SERVICES      CITY OF LAREDO HEALTH DEPARTMENT**

By:   
DocuSigned by:  
C80071B769504E9...  
Cecile Young

Chief Deputy Executive Commissioner

By:   
DocuSigned by:  
02A65EA7AB6B443...  
Rosario Cabello

Co-Interim City Manager

Date of Execution: April 18, 2019

Date of Execution: April 16, 2019

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

- ATTACHMENT B -2- FISCAL YEAR 2020 BUDGET**
- ATTACHMENT G-2-FFATA CERTIFICATION**

**ATTACHMENT B-2**  
**FISCAL YEAR 2020 BUDGET**  
**CONTRACT NO. HHS000059700001**

<b>Budget Categories</b>	<b>FY20 Budget</b>
Personnel	\$158,003.00
Fringe Benefits	\$ 72,734.00
Travel	\$ 10,402.00
Equipment	\$ 0.00
Supplies	\$ 36,566.00
Contractual	\$167,565.00
Other	\$ 22,340.00
Total Direct Costs	\$467,610.00
Indirect Costs	\$ 0.00
<b>Total of Direct Costs and Indirect Costs</b>	<b>\$467,610.00</b>

## Second Public Hearing 10.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Manuel E. Escamilla

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agriculture District) on a tract of land totaling 478.31 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 1 (Cuatro Vientos South LTD Tract #1), north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 1 is as follows:

### Voluntary Annexation:

Tract 1– 478.31 acres, more or less, located north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Manuel E. Escamilla

### COMMITTEE RECOMMENDATION



Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial Impact.

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**Attachments**

Tract 1 - Map

Tract 1 - Survey

Tract 1 - Metes and Bounds

Tract 1 - Future Land Use

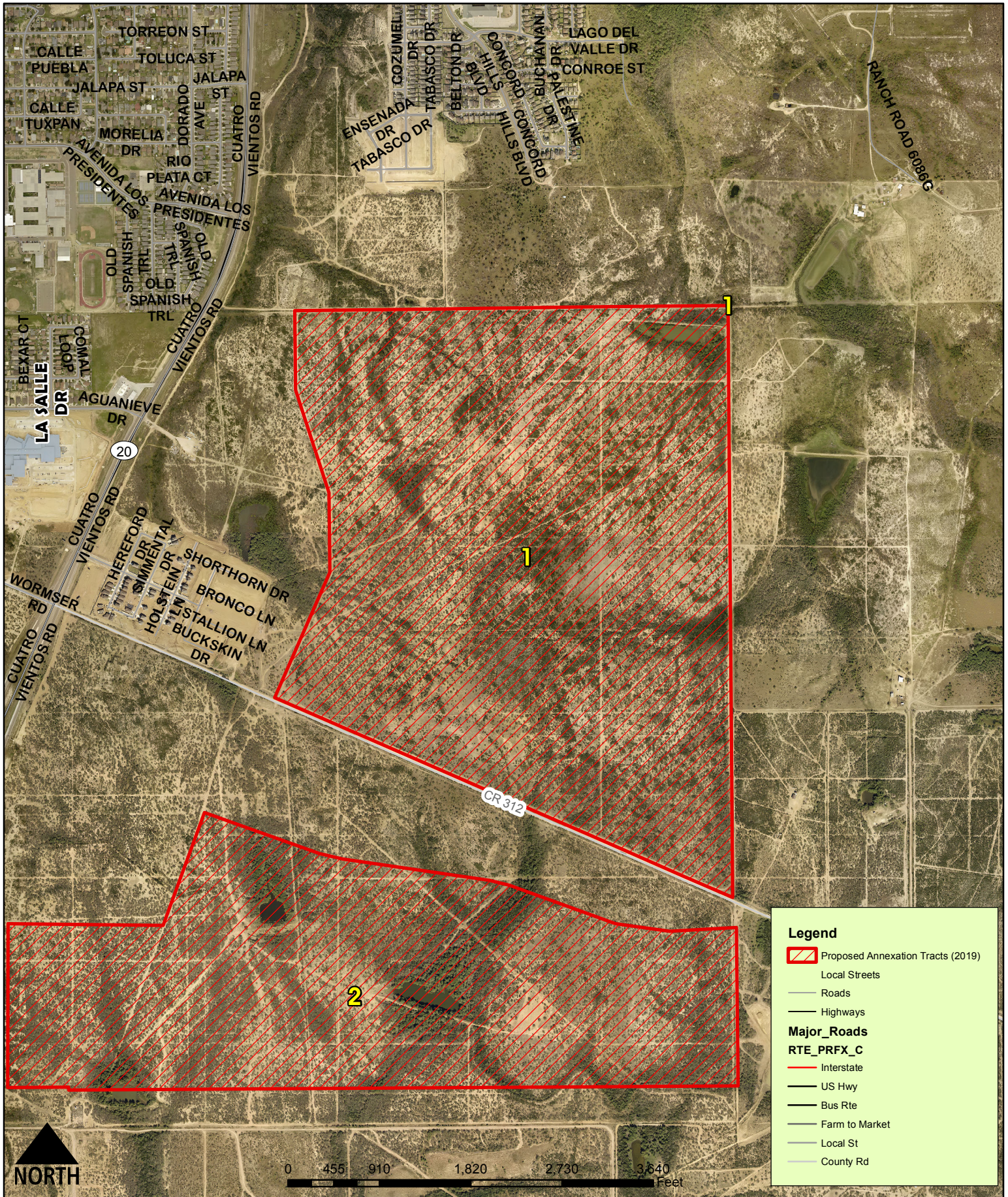
Tract 1 - Annexation Agreement and Service Plan

Tract 1 - Ordinance

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# Cuatro Vientos South, LTD #1

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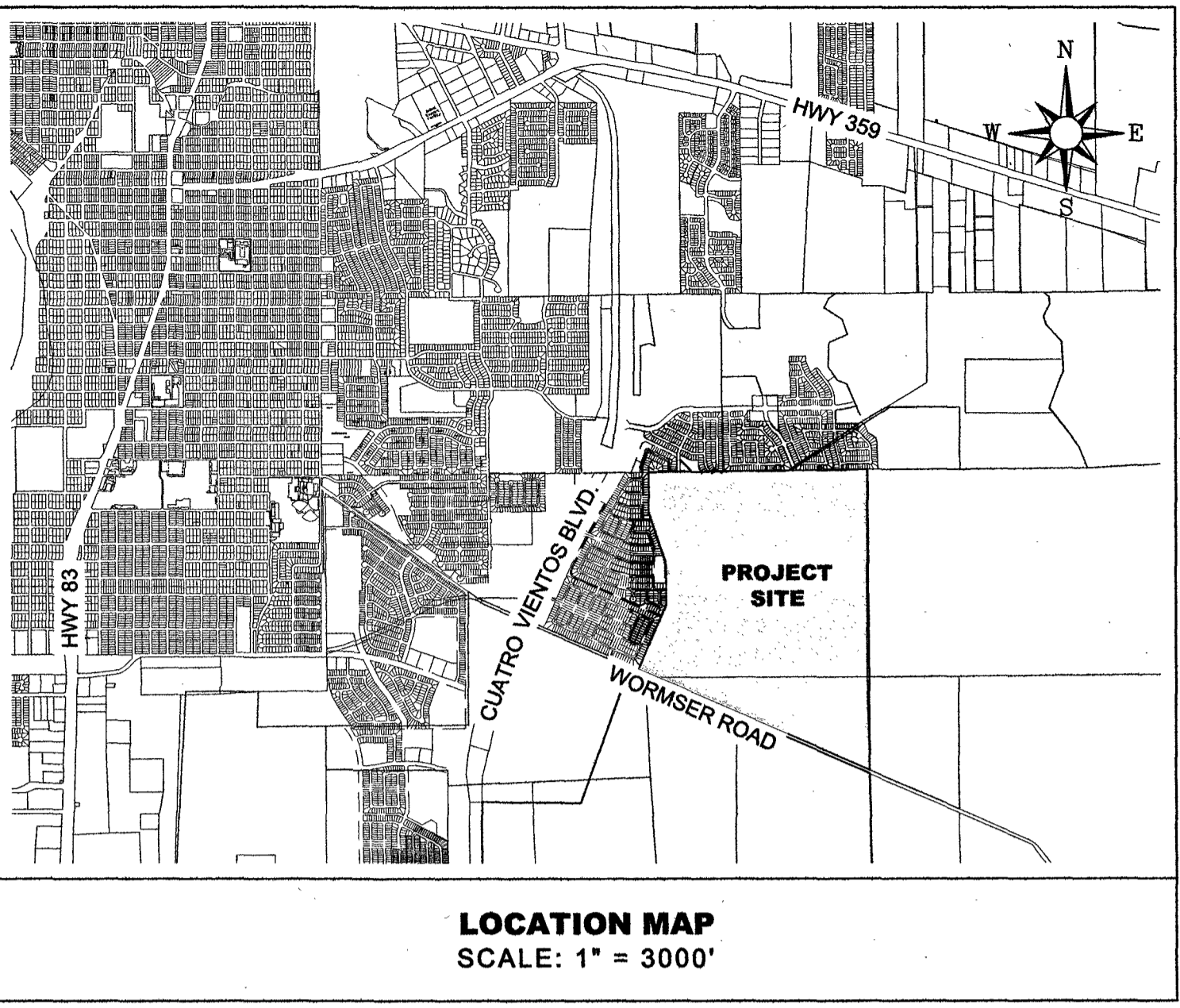
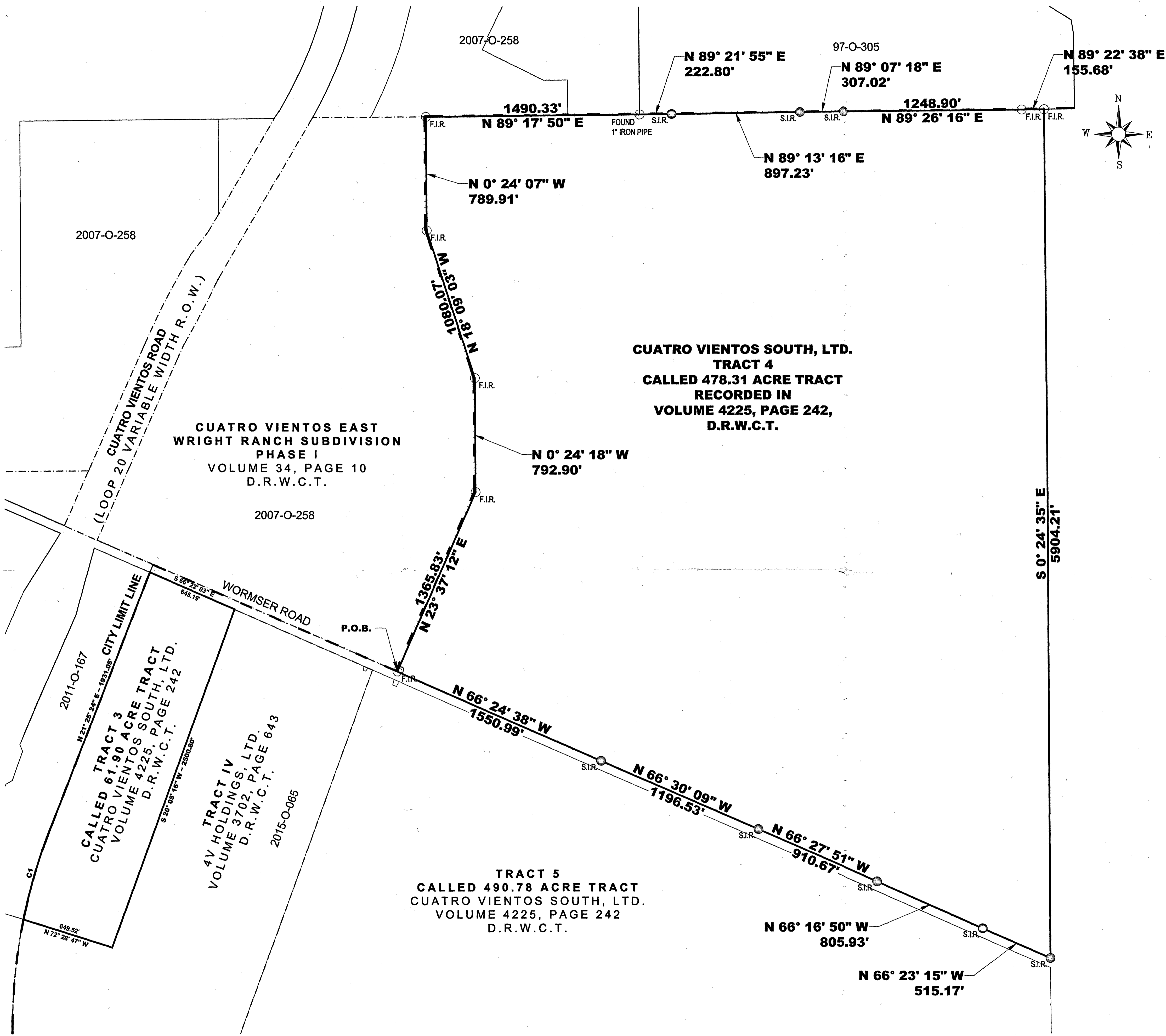
**Legend**

- Proposed Annexation Tracts (2019)
- Local Streets
- Roads
- Highways

**Major\_Roads**

**RTE\_PRFX\_C**

- Interstate
- US Hwy
- Bus Rte
- Farm to Market
- Local St
- County Rd



**CUATRO VIENTOS SOUTH, LTD.  
TRACT 4  
CALLED 478.31 ACRE TRACT  
RECORDED IN  
VOLUME 4225, PAGE 242,  
D.R.W.C.T.**

**CUATRO VIENTOS EAST  
WRIGHT RANCH SUBDIVISION  
PHASE I  
VOLUME 34, PAGE 10  
D.R.W.C.T.**

**TRACT 5  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.**

**2011-O-167  
CALLED TRACT 3  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.**

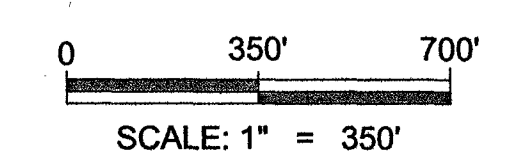
**4V HOLDINGS, LTD.  
VOLUME 3702, PAGE 643  
D.R.W.C.T.  
2015-O-085**



*Manuel E. Escamilla*  
APRIL 3, 2019

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- P.O.B. POINT OF BEGINNING



No.	DATE	REVISION	APP.
<b>S&amp;B</b> S&B INFRASTRUCTURE, LTD.			
2120 BLAINE ST. LAREDO, TEXAS 78043 TELEPHONE: (956) 568-2561 FAX: (956) 994-0427 ENGINEERING # F-8389 SURVEYING # 10193915			
<b>CITY OF LAREDO, TEXAS LAND ANNEXATION 478.31 ACRE TRACT</b>			
DRAWN BY: J.J.S.	DATE: 01.14.2019	SCALE: 1" = 350'	
CHECKED BY: M.E.E.	DATE: 01.14.2019	PROJECT NO: _	
APPROVED BY: M.E.E.	DATE: 01.14.2019		
FILE: CUATRO VIENTOS MASTERPLAN - ANNEXATION_REV12.10.DWG			STATUS: FINAL

**CITY OF LAREDO, TEXAS**  
**LAND ANNEXATION**  
478.31 ACRE TRACT

DATE: APRIL 3, 2019  
SHEET: 2 OF 2

BEING A 478.31 ACRE TRACT OF LAND OUT OF ABSTRACT 762, SURVEY 34, J.A. DIAZ, ABSTRACT 3264, SURVEY 2386, J. & H. WORMSER AND ABSTRACT 546, SURVEY 35, J.M. DIAZ ORIGINAL GRANTEE, WEBB COUNTY, WEBB COUNTY, TEXAS, AND BEING OUT OF CUATRO VIENTOS SOUTH, LTD., TRACT 4, RECORDED IN VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT A FOUND 1/2" IRON ROD, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AND THE SOUTHERN MOST SOUTHEAST CORNER OF 2007-O-258, AND BEING THE SOUTHWEST CORNER HEREOF;

**THENCE** ALONG THE EAST PROPERTY LINE OF SAID 2007-O-258 AS FOLLOWS TO FOUND 1/2" IRON RODS:

N 23° 37' 12" E ~ 1365.83'  
N 00° 24' 18" W ~ 792.90'  
N 18° 09' 03" W ~ 1080.07'

**THENCE** N 00° 24' 07" W CONTINUING ALONG THE EAST PROPERTY LINE OF SAID 2007-O-258, A DISTANCE OF 789.91' TO A FOUND 1/2" IRON ROD BEING THE NORTHEAST CORNER OF SAID 2007-O-258 AND A POINT ON THE SOUTH PROPERTY LINE OF 2007-O-258 AND ALSO BEING A POINT ON THE NORTH BOUNDARY LINE OF SAID TRACT 4 AND THE NORTHWEST CORNER HEREOF;

**THENCE** N 89° 17' 50" E ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 4, A DISTANCE OF 1490.33' TO A FOUND 1" IRON PIPE BEING THE SOUTHEAST CORNER OF SAID 2007-O-258 AND THE SOUTHWEST CORNER OF 97-O-305, AND BEING A POINT OF DEFLECTION LEFT;

**THENCE** ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 4, AND THE SOUTH PROPERTY LINE OF SAID 97-O-305 AS FOLLOWS:

N 89° 21' 55" E ~ 222.80' TO A SET 1/2" IRON ROD  
N 89° 13' 16" E ~ 897.23' TO A SET 1/2" IRON ROD  
N 89° 07' 18" E ~ 307.02' TO A SET 1/2" IRON ROD  
N 89° 26' 16" E ~ 1248.90' TO A FOUND 1/2" IRON ROD

**THENCE** N 89° 22' 38" E CONTINUING ALONG THE NORTH BOUNDARY LINE OF TRACT 4, AND THE SOUTH PROPERTY LINE OF SAID 97-O-305, A DISTANCE OF 155.68' TO A FOUND 1/2" IRON ROD BEING THE NORTHEAST CORNER OF SAID TRACT 4 AND THE NORTHEAST CORNER HEREOF;

**THENCE** S 00° 24' 35" E ALONG THE EAST BOUNDARY LINE OF SAID TRACT 4, A DISTANCE OF 5904.21' TO AN 8" CEDAR FENCE POST WITH MAG NAIL BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AND A POINT ON THE SOUTHEAST CORNER OF SAID TRACT 4 AND ALSO BEING THE SOUTHEAST CORNER HEREOF;

**THENCE** ALONG THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AS FOLLOWS TO SET 1/2" IRON RODS:

N 66° 23' 15" W ~ 515.17'  
N 66° 16' 50" W ~ 805.93'  
N 66° 27' 51" W ~ 910.67'  
N 66° 30' 09" W ~ 1196.53'

**THENCE** N 66° 24' 38" W A DISTANCE OF 1550.99' CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD TO THE POINT OF BEGINNING OF THIS SURVEY CONTAINING 478.31 ACRES OF LAND, MORE OR LESS.

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.



S&B INFRASTRUCTURE, LTD.

2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427  
ENGINEERING # F-1582 SURVEYING # 10193914

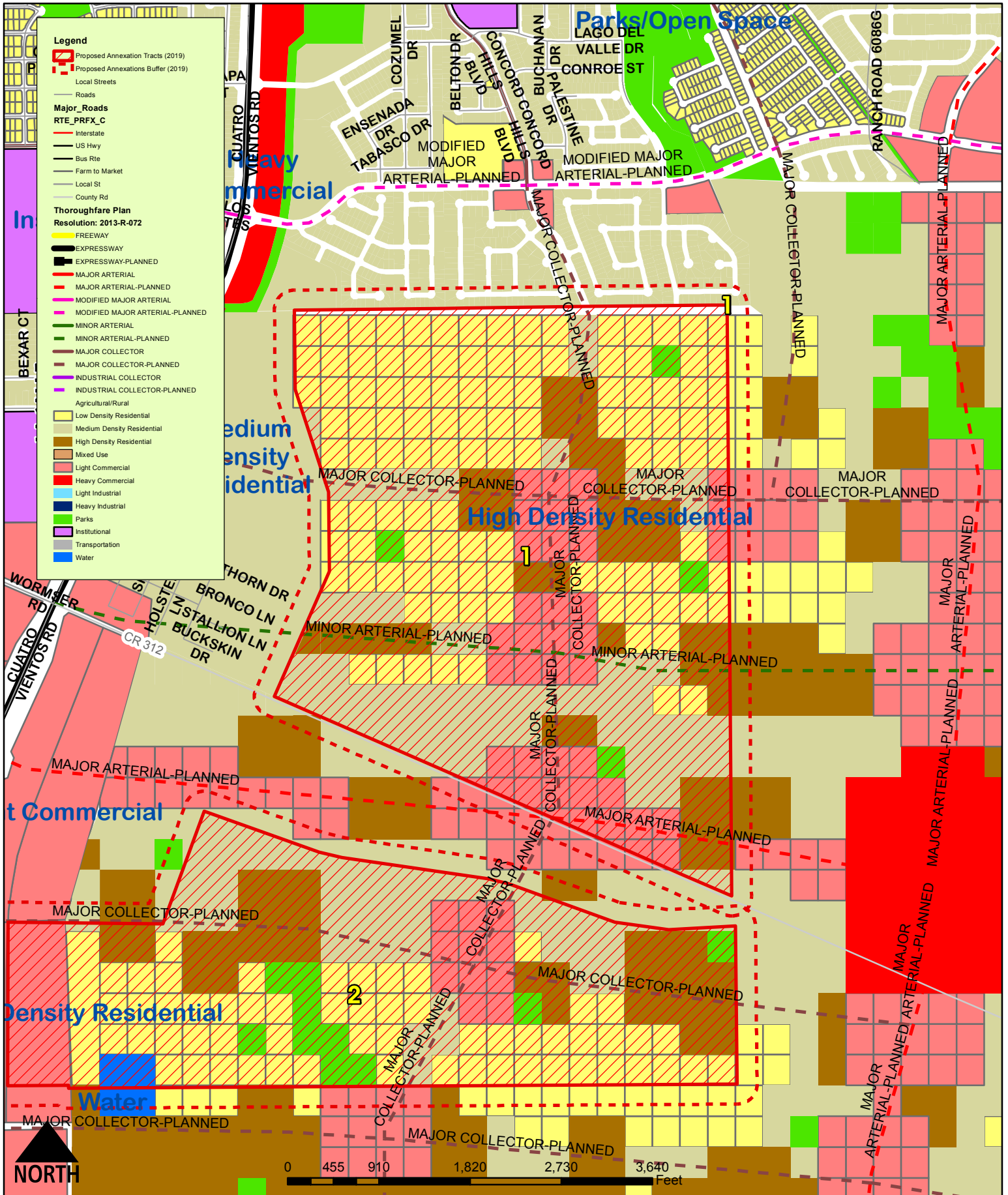


APRIL 3, 2019



# Cuatro Vientos South, LTD #1

S&BI



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 1  
CUATRO VIENTOS SOUTH, LTD #1 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Raul Valdez, on behalf of Cuatro Vientos South, LTD, has filed a voluntary petition with the City of Laredo for the annexation of a 478.31 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Cuatro Vientos South, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 478.31 acres of land, more or less, belonging to Cuatro Vientos South, LTD.

**SERVICE PLAN**

A petition for annexation from City of Laredo was received for property designated as "Tract 1 (Cuatro Vientos South, LTD #1 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 11, which is located approximately 1.46 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

**RESIDENTIAL ANNEXATION FEE FOR WATER:**

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:**

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

**RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:**

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot



Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**CUATRO VIENTOS SOUTH, LTD**

By: \_\_\_\_\_  
**Raul Valdez  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Raul Valdez on behalf of Cuatro Vientos South, LTD.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 478.31 ACRES, MORE OR LESS, LOCATED NORTH OF WORMSER RD. AND EAST OF CUATRO VIENTOS RD./LOOP 20, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF AG (AGRICULTURE DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 478.31 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as AG (Agriculture District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Manuel E. Escamilla

**Staff Source:** Rafael Vidaurri, Planner

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**SUBJECT**

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of AG (Agricultural District) on a tract of land totaling 328.98 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 2 (Cuatro Vientos South LTD Tract #2), located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., as required by Section 43.063 of the Texas Local Government Code.

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

**BACKGROUND**

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 2 is as follows:

**Voluntary Annexation:**

Tract 2– 328.98 acres, more or less, located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Manuel E. Escamilla

**COMMITTEE RECOMMENDATION**

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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**Attachments**

Tract 2 - Map

Tract 2 - Survey

Tract 2 - Metes and Bounds

Tract 2 - Future Land Use Map

Tract 2 - Annexation Agreement and Service Plan

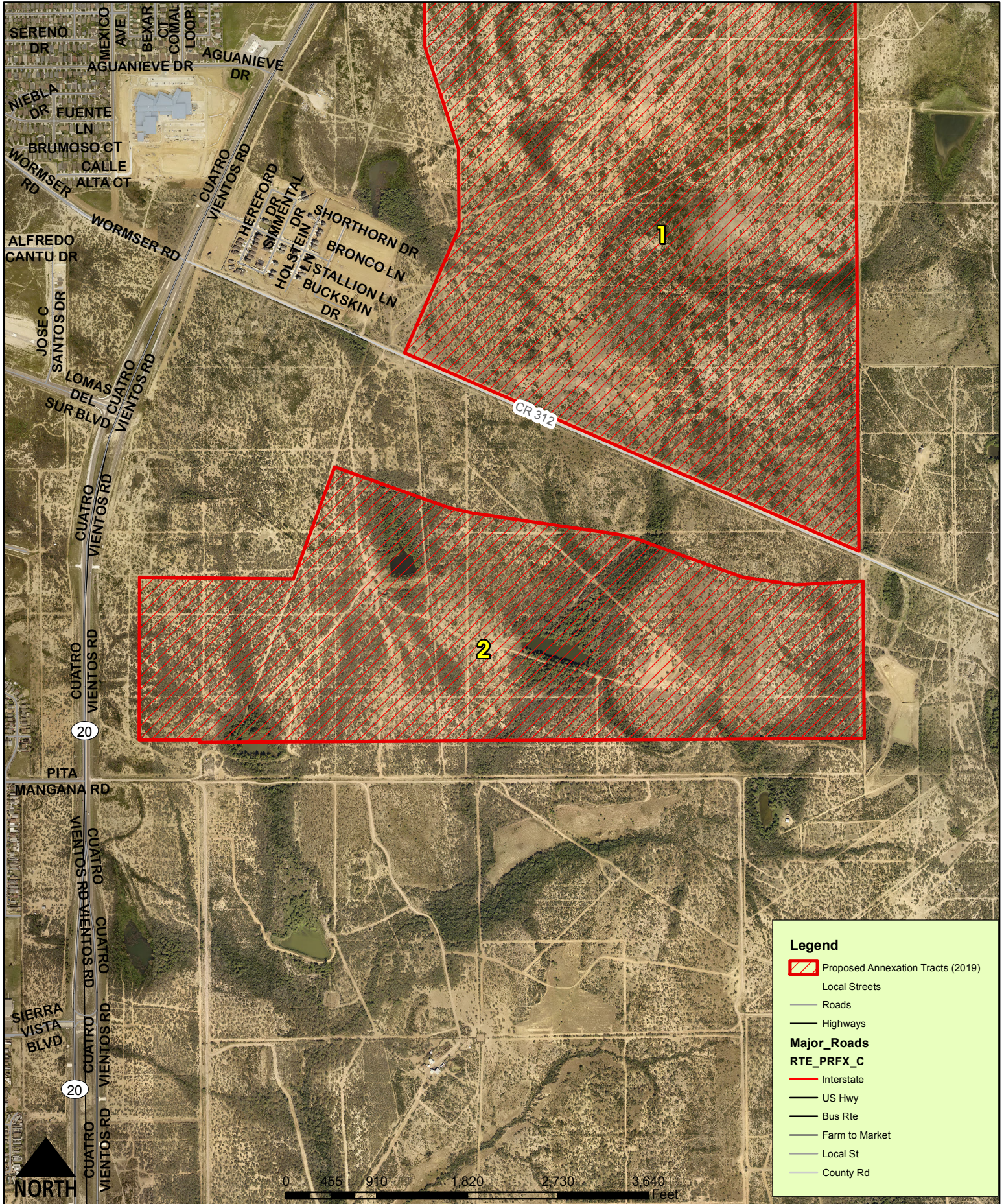
Tract 2 - Ordinance

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# Cuatro Vientos South, LTD #2

S&BI



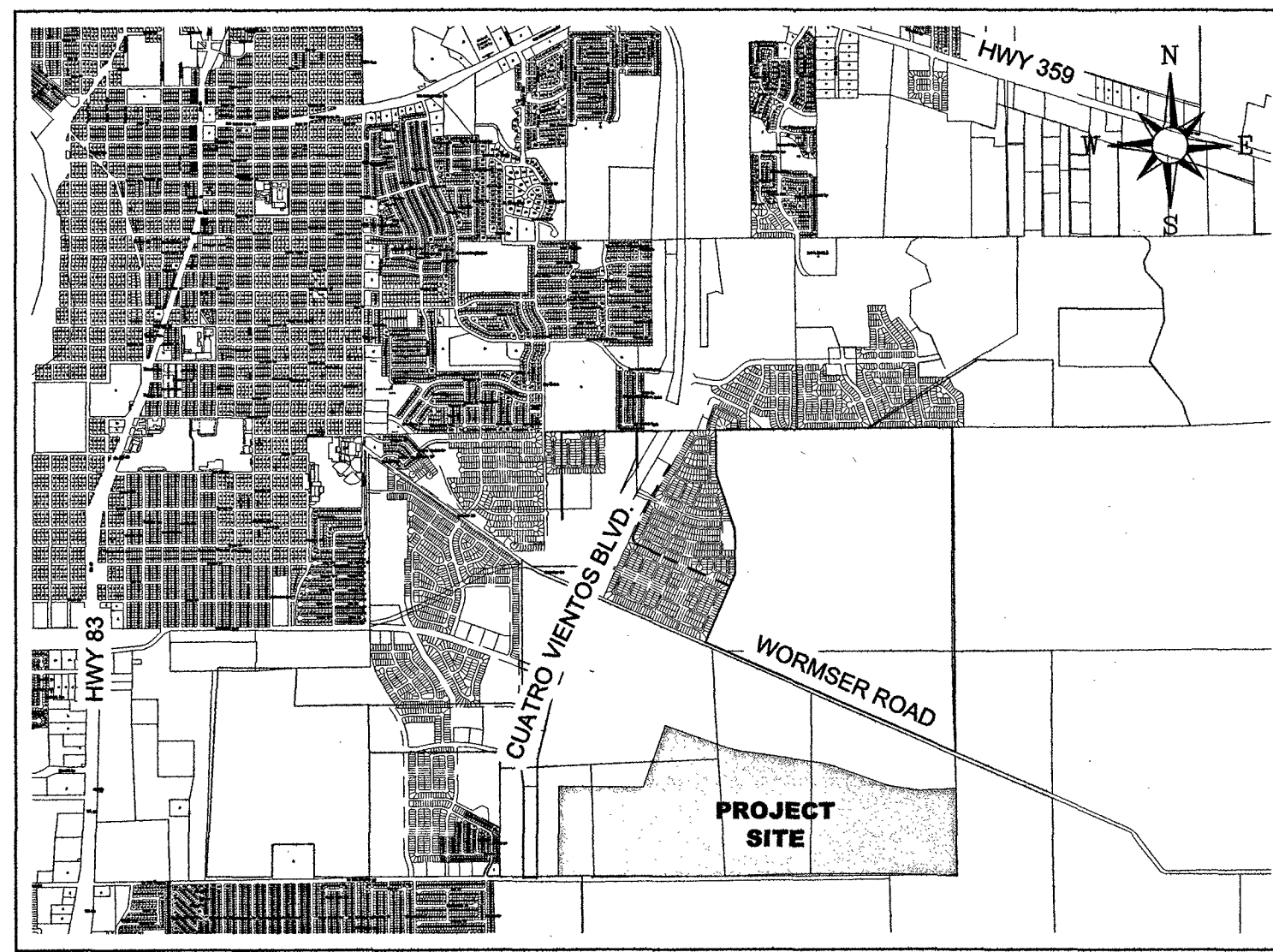
**Legend**

- Proposed Annexation Tracts (2019)
- Local Streets
- Roads
- Highways

**Major\_Roads**

**RTE\_PRFX\_C**

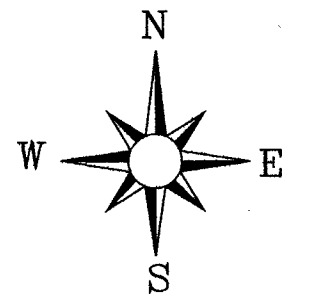
- Interstate
- US Hwy
- Bus Rte
- Farm to Market
- Local St
- County Rd



**LOCATION MAP**  
SCALE: 1" = 3000'

TRACT IV  
4V HOLDINGS, LTD.  
VOLUME 3702, PAGE 643  
D.R.W.C.T.

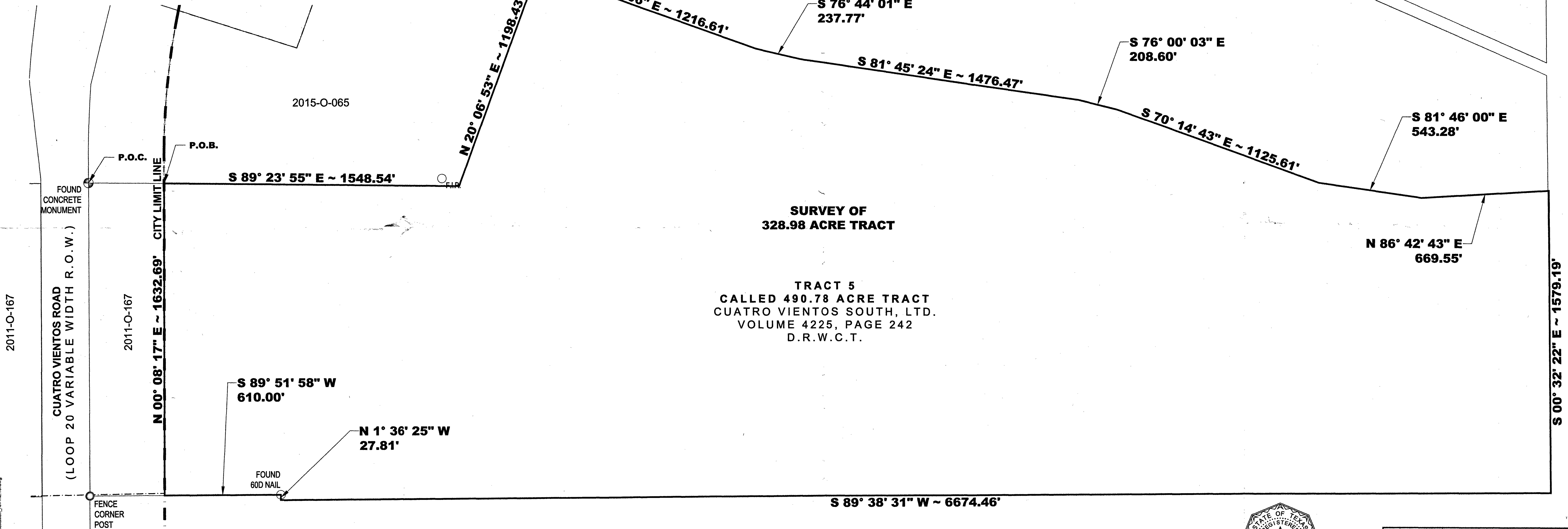
TRACT 4  
CALLED 478.22 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



161.80 ACRE TRACT  
REMINDER OF A  
CALLED 490.78 ACRE TRACT

**SURVEY OF  
328.98 ACRE TRACT**

TRACT 5  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



2011-O-167

CUATRO VIENTOS ROAD  
(LOOP 20 VARIABLE WIDTH R.O.W.)

2011-O-167

CITY LIMIT LINE  
N 00° 08' 17" E ~ 1632.69'

S 89° 23' 55" E ~ 1548.54'

N 20° 06' 53" E ~ 1198.43'

S 70° 16' 06" E ~ 1216.61'

S 76° 44' 01" E  
237.77'

S 81° 45' 24" E ~ 1476.47'

S 76° 00' 03" E  
208.60'

S 70° 14' 43" E ~ 1125.61'

S 81° 46' 00" E  
543.28'

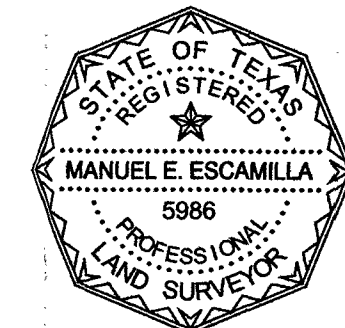
N 86° 42' 43" E  
669.55'

S 89° 38' 31" W ~ 6674.46'

S 89° 51' 58" W  
610.00'

N 1° 36' 25" W  
27.81'

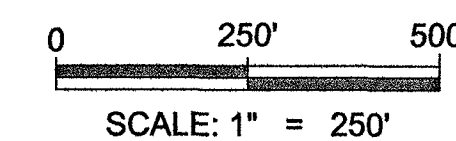
S 00° 32' 22" E ~ 1579.19'



*Manuel E. Escamilla*  
APRIL 3, 2019

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- P.O.B.
- POINT OF BEGINNING



No.	DATE	REVISION	APP.
 <b>S&amp;B</b> S&B INFRASTRUCTURE, LTD. 2120 BLAINE ST. LAREDO, TEXAS 78043 TELEPHONE: (956) 568-2561 FAX: (956) 994-0427 ENGINEERING # F-8389 SURVEYING # 10193915			
<b>CITY OF LAREDO, TEXAS LAND ANNEXATION 328.98 ACRE TRACT</b>			
DRAWN BY: J.J.S.	DATE: 12.31.2018	SCALE: 1" = 250'	
CHECKED BY: M.E.E.	DATE: 12.31.2018	PROJECT NO: _	
APPROVED BY: M.E.E.	DATE: 12.31.2018		
FILE: CUATRO VIENTOS MASTERPLAN - ANNEXATION_REV4.2.19.DWG		STATUS: FINAL	

L:\PROJECTS\WEBB COUNTY\Cuatro Vientos South\MasterPlan\Basel\Cuatro Vientos Masterplan - Annexation\_rev4.2.19.dwg

**CITY OF LAREDO, TEXAS**  
**LAND ANNEXATION**  
328.98 ACRE TRACT

DATE: APRIL 3, 2019  
SHEET: 2 OF 2

BEING A 328.98 ACRE TRACT OF LAND, MORE OR LESS, OUT OF ABSTRACT 762, SURVEY 34, J.A. DIAZ, ABSTRACT 3264, SURVEY 2386, J. & H. WORMSER AND ABSTRACT 546, SURVEY 35, J.M. DIAZ ORIGINAL GRANTEE, WEBB COUNTY, WEBB COUNTY, TEXAS, AND BEING OUT OF CUATRO VIENTOS SOUTH, LTD., TRACT 5, RECORDED IN VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT A FOUND CONCRETE MONUMENT BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CUATRO VIENTOS ROAD AND THE WEST BOUNDARY LINE OF CUATRO VIENTOS SOUTH, LTD, TRACT 5, A CALLED 490.78 ACRE TRACT, RECORDED IN DEED VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS, THENCE **S 89° 23' 55" E** A DISTANCE OF **396.21'** TO A POINT ON THE SOUTH BOUNDARY LINE OF 4V HOLDINGS, LTD TRACT IV, RECORDED IN VOLUME 3702, PAGE 643, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS BEING THE WESTERN MOST NORTHWEST CORNER AND THE **POINT OF BEGINNING** HEREOF;;

**THENCE S 89° 23' 55" E** A DISTANCE OF **1548.54'** ALONG THE SOUTH BOUNDARY LINE OF SAID 4V HOLDINGS TRACT IV TO A FOUND IRON ROD BEING THE SOUTHEAST CORNER OF SAID 4V HOLDINGS TRACT IV, AN INTERIOR CORNER OF SAID CUATRO VIENTOS SOUTH, LTD TRACT 5 AND AN INTERIOR CORNER HEREOF;

**THENCE N 20° 06' 53" E** A DISTANCE OF **1198.43'** ALONG THE EAST BOUNDARY LINE OF SAID 4V HOLDINGS TRACT IV TO A POINT BEING THE NORTHERN MOST NORTHWEST CORNER HEREOF;

**THENCE** OVER AND ACROSS SAID CUATRO VIENTOS SOUTH, LTD. TRACT 5 ALONG THE FOLLOWING CALLS AND DISTANCES:

**S 70° 16' 06" E ~ 1216.61'**  
**S 76° 44' 01" E ~ 237.77'**  
**S 81° 45' 24" E ~ 1476.47'**  
**S 76° 00' 03" E ~ 208.60'**  
**S 70° 14' 43" E ~ 1125.61'**  
**S 81° 46' 00" E ~ 543.28'**

**THENCE N 86° 42' 43" E** A DISTANCE OF **669.55'** TO A POINT ON THE EAST BOUNDARY LINE OF SAID CUATRO VIENTOS, LTD. TRACT 5, BEING THE NORTHEAST CORNER HEREOF;

**THENCE S 00° 32' 22" E** A DISTANCE OF **1579.19'** ALONG THE EAST BOUNDARY LINE OF SAID CUATRO VIENTOS, LTD. TRACT 5, TO A POINT BEING THE SOUTHEAST CORNER OF SAID TRACT 5 AND THE SOUTHEAST CORNER HEREOF;

**THENCE** ALONG THE SOUTH BOUNDARY LINE OF SAID CUATRO VIENTOS SOUTH, LTD. TRACT 5 ALONG THE FOLLOWING CALLS AND DISTANCES:

**S 89° 38' 31" W ~ 6674.46'**  
**N 01° 36' 25" E ~ 27.81'**

**THENCE S 89° 51' 58" W** ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 5, A DISTANCE OF **610.00'** TO A POINT BEING THE SOUTHWEST CORNER HEREOF;

**THENCE N 00° 08' 17" E** A DISTANCE OF **1632.69'** TO THE POINT OF BEGINNING OF THIS SURVEY CONTAINING **328.98 ACRES** OF LAND, MORE OR LESS.

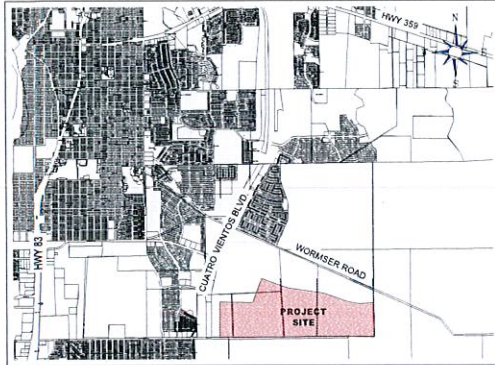
A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.



S&B INFRASTRUCTURE, LTD.

2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427  
ENGINEERING # F-1582 SURVEYING # 10193914

APRIL 3, 2019



**LOCATION MAP**  
SCALE: 1" = 3000'

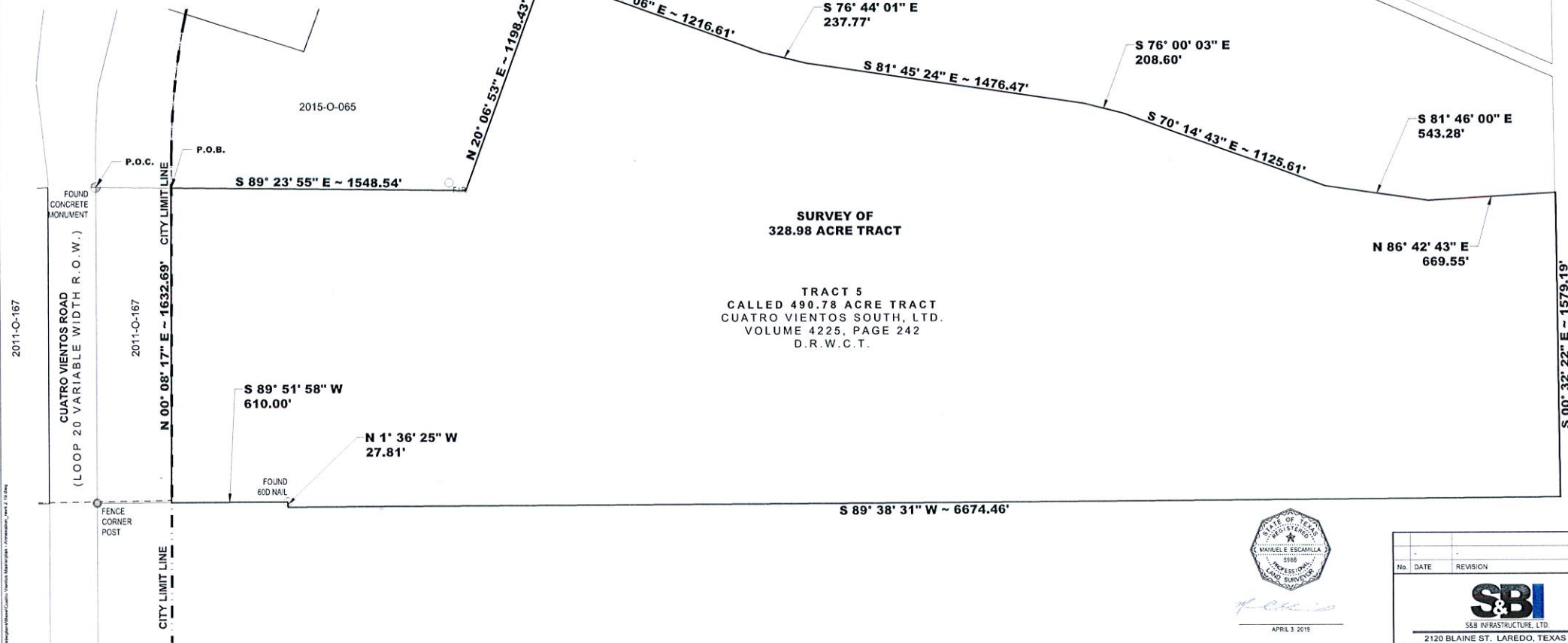


**TRACT 4**  
CALLED 478.22 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.

161.80 ACRE TRACT  
REMINDER OF A  
CALLED 490.78 ACRE TRACT

**SURVEY OF**  
**328.98 ACRE TRACT**

**TRACT 5**  
CALLED 490.78 ACRE TRACT  
CUATRO VIENTOS SOUTH, LTD.  
VOLUME 4225, PAGE 242  
D.R.W.C.T.



2011-O-167

FOUND  
CONCRETE  
MONUMENT

CUATRO VIENTOS ROAD  
(LOOP 20 VARIABLE WIDTH R.O.W.)

P.O.C.

CITY LIMIT LINE

P.O.B.

2015-O-065

S 89° 51' 58" W  
610.00'

N 1° 36' 25" W  
27.81'

FOUND  
60D NAIL

FENCE  
CORNER  
POST

S 89° 38' 31" W ~ 6674.46'



APRIL 3 2018

**LEGEND**

- PROPOSED ANNEXATION
- CITY LIMIT LINE
- FOUND IRON ROD
- FOUND MONUMENT
- FENCE CORNER POST
- POINT OF BEGINNING



No.	DATE	REVISION	APP.

**S&B**  
S&B INFRASTRUCTURE, LTD.

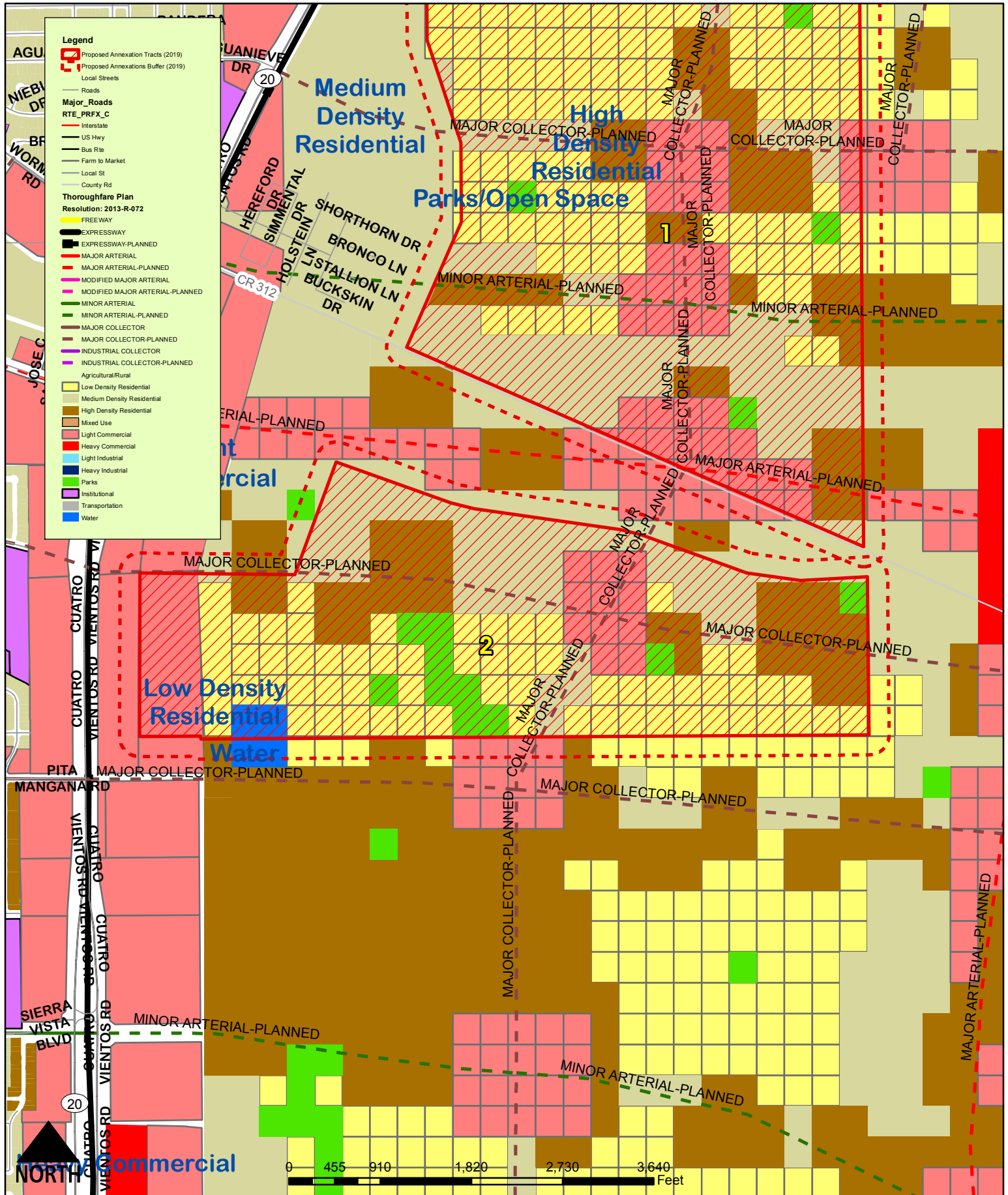
2120 BLAINE ST. LAREDO, TEXAS 78043  
TELEPHONE: (956) 568-2561 FAX: (956) 594-0427  
ENGINEERING # F-8389 SURVEYING # 10193915

**CITY OF LAREDO, TEXAS**  
**LAND ANNEXATION**  
328.98 ACRE TRACT

DRAWN BY: J.J.S.	DATE: 12.31.2018	SCALE: 1" = 250'
CHECKED BY: M.E.E.	DATE: 12.31.2018	PROJECT NO.:
APPROVED BY: M.E.E.	DATE: 12.31.2018	-
FILE	STATUS: FINAL	-

# Cuatro Vientos South, LTD #2

S&BI



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 2  
CUATRO VIENTOS SOUTH, LTD #2 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Raul Valdez, on behalf of Cuatro Vientos South, LTD, has filed a voluntary petition with the City of Laredo for the annexation of a 328.98 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Cuatro Vientos South, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 328.98 acres of land, more or less, belonging to Cuatro Vientos South, LTD.

**SERVICE PLAN**

A petition for annexation from City of Laredo was received for property designated as "Tract 2 (Cuatro Vientos South, LTD. #2 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
  
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 2, which is located approximately 1.84 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
  
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

**RESIDENTIAL ANNEXATION FEE FOR WATER:**

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:**

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

**RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:**

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service



plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**CUATRO VIENTOS SOUTH, LTD**

By: \_\_\_\_\_  
**Raul Valdez  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Raul Valdez on behalf of Cuatro Vientos South, LTD.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 328.98 ACRES, MORE OR LESS, LOCATED SOUTH OF WORMSER RD. AND EAST OF CUATRO VIENTOS RD./LOOP 20, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF AG (AGRICULTURE DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 328.98 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as AG (Agriculture District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Second Public Hearing 12.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Grupo Centro, LTD

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 6.26 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 3 (El Retiro Tract), located north of FM 1472 and west of Copper Mine Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 3 is as follows:

### Voluntary Annexation:

Tract 3– 6.26 acres, more or less, located north of FM 1472 and west of Copper Mine Rd.

Petitioner: Grupo Centro, LTD

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

## **STAFF RECOMMENDATION**

To conduct the public hearing.

## **IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial Impact.

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### **Attachments**

Tract 3 - Map

Tract 3 - Survey

Tract 3 - Metes and Bounds

Tract 3 - Future Land Use Map

Tract 3 - Annexation Agreement and Service Plan

Tract 3 - Ordinance

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# EL RETIRO

JJ RUIZ



**Legend**

- Proposed Annexation Tracts (2019)
- Local Streets
- Roads
- Highways





**Field Notes**  
**for a 6.26 acre tract of land, out of a 10.00 acre tract of land,**  
**conveyed to Jesus M. Sanchez and Zulema M. Sanchez,**  
**situated in Porcion 10, Tomas Sanchez, Abstract 280,**  
**Webb County, Texas**

Being a 6.26 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, as described in deed recorded in Volume 1011, Pages 92-93, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**Beginning** at a *point* set at the northerly line of Laredo City Limits, at the easterly line of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, from which a ½" iron rod found at the southwest corner of said Tomas Sanchez tract bears, South 21 degrees 56 minutes 26 seconds East, 489.88 feet, for the southwest corner hereof;

**Thence**, with the easterly line of said Escamilla tract, *North 21 degrees 56 minutes 01 seconds West, 775.22 feet* to a ½" iron rod found at the southerly line of a tract of land conveyed to Jose Jorge Buitron and Francisco Fanelle, Jr., as described in deed recorded in Volume 35, Pages 613-616, Deed Records, Webb County, Texas, for the northwest corner hereof;

**Thence**, with the southerly line of said Buitron and Fanelle tract, *North 68 degrees 03 minutes 57 seconds East, 330.94 feet* to a ½" iron rod found at the westerly line of a tract of land conveyed to Ricardo Hernandez and Siomara L. Hernandez, as described in deed recorded in Volume 1060, Pages 637-639, Deed Records, Webb County, Texas, for the northeast corner hereof;

**Thence**, with the westerly line of said Hernandez tract, *South 21 degrees 56 minutes 03 seconds East*, passing the northwest corner of a tract of land conveyed to Ronald H. Grant and Alice K. Grant, as described in deed recorded in Volume 1055, Pages 673-675, Deed Records, Webb County, Texas, in all a total distance of *870.29 feet* to a *point* at the northerly line of aforementioned Laredo City Limits from which a ½" iron rod found at the southeast corner of said Sanchez tract bears, South 21 degrees 56 minutes 03 seconds East, 497.73 feet, for the southeast corner hereof;

**Thence**, with the northerly line of said Laredo City Limits, *South 83 degrees 02 minutes 41 seconds West, 5.02 feet*, to a *point*, for a point of deflection hereof;

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 83 degrees 42 minutes 34 seconds West, 255.54 feet*, to a *point*, for a point of deflection hereof;

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 85 degrees 19 minutes 47 seconds West, 83.80 feet* to the **Point of Beginning** and containing **6.26 acres** of land, more or less.

**Basis of Bearings:**

Basis of Bearing:

A ½" iron rod found at the northeast corner of a tract of land conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, and a ½" iron rod found at the southeast corner of said Escamilla tract.

Called to be: South 22 degrees 00 minutes East, 1265.45 feet

Found by GPS observation to be measured: South 21 degrees 56 minutes 03 seconds East, 1265.45 feet

**State of Texas:**

**County of Webb:**

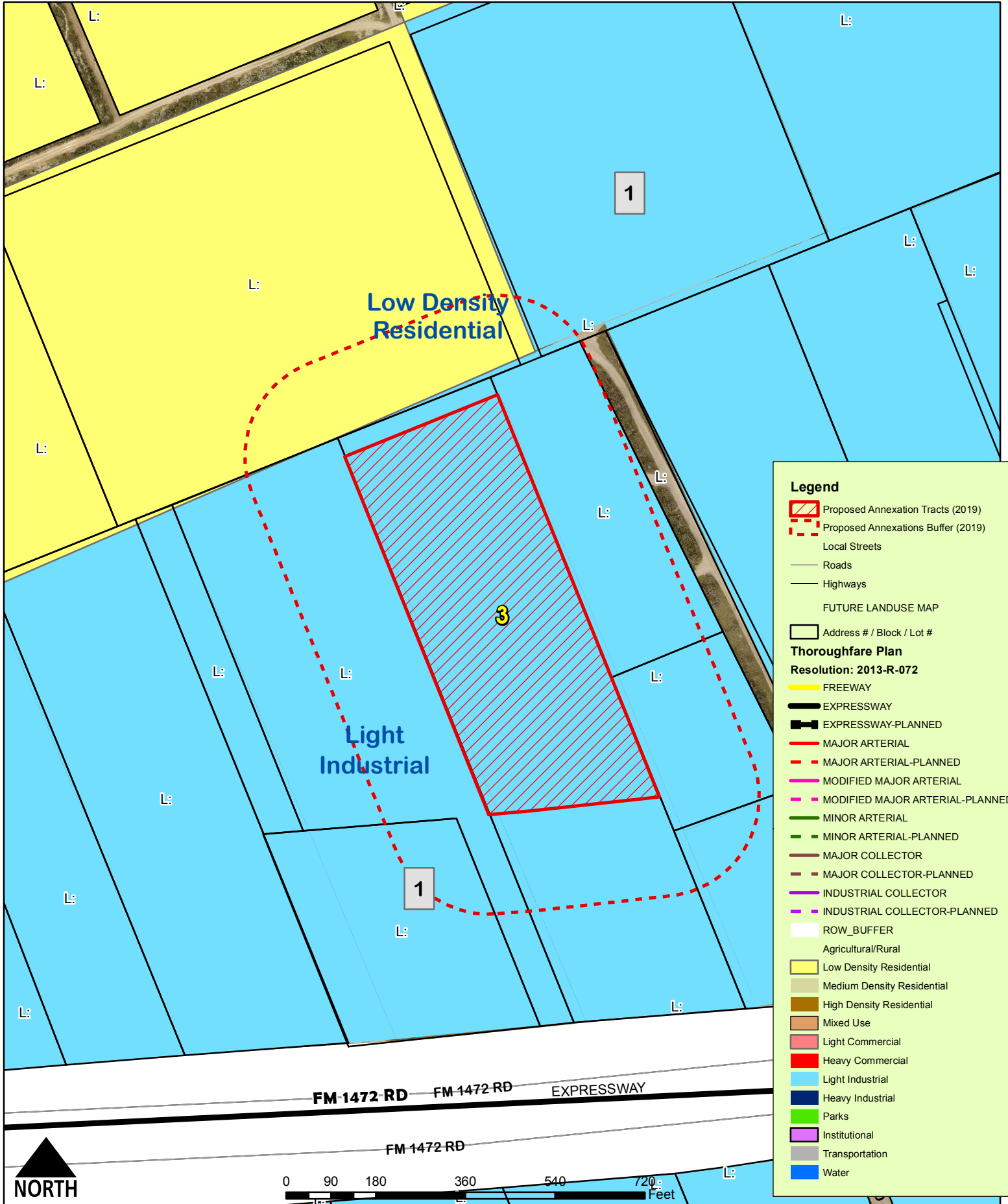
I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above-captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

**R.P.L.S. No. 5304 Texas**

**02-21-19**  
**Current Date**



# EL RETIRO



**Legend**

- Proposed Annexation Tracts (2019)
- Proposed Annexations Buffer (2019)
- Local Streets
- Roads
- Highways
- FUTURE LANDUSE MAP**
- Address # / Block / Lot #
- Thoroughfare Plan**
- Resolution: 2013-R-072**
- FREEWAY
- EXPRESSWAY
- EXPRESSWAY-PLANNED
- MAJOR ARTERIAL
- MAJOR ARTERIAL-PLANNED
- MODIFIED MAJOR ARTERIAL
- MODIFIED MAJOR ARTERIAL-PLANNED
- MINOR ARTERIAL
- MINOR ARTERIAL-PLANNED
- MAJOR COLLECTOR
- MAJOR COLLECTOR-PLANNED
- INDUSTRIAL COLLECTOR
- INDUSTRIAL COLLECTOR-PLANNED
- ROW\_BUFFER
- Agricultural/Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Light Commercial
- Heavy Commercial
- Light Industrial
- Heavy Industrial
- Parks
- Institutional
- Transportation
- Water

**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 3  
EL RETIRO TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Luis Hurtado, on behalf of the Grupo Centro, LTD has filed a petition with the City of Laredo for the annexation of a 6.26 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Grupo Centro, LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 6.26 acres of land, more or less, belonging to Grupo Centro, LTD.

**SERVICE PLAN**

A petition for annexation from Luis Hurtado, on behalf of the Grupo Centro, LTD, was received for property designated as "Tract 3 (El Retiro Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.2 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.
6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.
7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**GRUPO CENTRO, LTD**

By: \_\_\_\_\_  
**Luis Hurtado  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Luis Hurtado, on behalf of the Grupo Centro, LTD.

\_\_\_\_\_  
Notary Public, State of Texas



**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 6.26 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1742 AND WEST OF COPPER MINE RD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 6.26 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

## Second Public Hearing 13.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: InSite Development Services, LLC

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 76.22 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 4 (Holzman & Vasquez Tract), located north of F.M. 1472 and west of FM 3338/Las Tiendas Rd., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 4 is as follows:

### Voluntary Annexation:

Tract 4— 76.22 acres, more or less, located north of FM 1472 and west of FM 3338/Las Tiendas Rd.

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

### STAFF RECOMMENDATION

To conduct the public hearing.

#### IMPACT ANALYSIS

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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#### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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#### Attachments

Tract 4 - Map

Tract 4 - Survey

Tract 4 - Metes and Bounds

Tract 4 - Future Land Use

Tract 4 - Annexation Agreement and Service Plan

Tract 4 - Ordinance

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# Holzman & Vasquez

JJ RUIZ



Field Notes  
 for a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd., out of a 134.59 acre tract of land out of a 181.50 acre tract of land situated in Porcion 10, Tomas Sanchez, Abstract 280 Webb County, Texas

Being a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. as described in Deed of Trust recorded in Volume 587, Pages 123-127, Deed Records, Webb County, Texas, and Holzman Investments, Ltd., as described in Deed of Trust recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, out of a 134.59 acre tract of land, out of a 181.50 acre tract of land, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at a point at the northerly line of the Laredo City Limits, at the westerly line of a tract of land conveyed to MAPI Properties, Inc., as described in deed recorded in Volume 4160, Pages 766-170, Deed Records, Webb County, Texas, from which a 1" iron rod found at the southwest corner of said MAPI tract, bears South 00 degrees 35 minutes 53 seconds West, 237.18 feet for the southeast corner hereof;

Thence, with the northerly line of said Laredo City Limits the following courses and distances:  
 North 87 degrees 45 minutes 58 seconds West, 285.59 feet to a point;  
 South 73 degrees 51 minutes 09 seconds West, 626.02 feet to a point;  
 South 68 degrees 25 minutes 57 seconds West, 318.28 feet to a point;  
 South 67 degrees 42 minutes 47 seconds West, 1,336.87 feet to a point;

Thence, continuing with the northerly line of said Laredo City Limits, South 69 degrees 02 minutes 27 seconds West, 2,305.95 feet to a point at the easterly line of a tract of land conveyed to Rogelio Lozano-Irwin as described in Volume 2853, Pages 822-823, Deed Records, Webb County, Texas, from which a fence post found for the southeast of the aforementioned Vasquez/Holzman Tract bears South 21 degrees 40 minutes 30 seconds East, 277.90 feet, for the southwest corner hereof;

Thence, with the easterly line of said Trevino tract, North 21 degrees 40 minutes 30 seconds West, 579.10 feet to a fence post found at the southerly line of a tract of land conveyed to Reuthinger Living Trust, as described in Volume 498, Pages 79-84, Deed Records, Webb County, Texas for the northwest corner hereof;

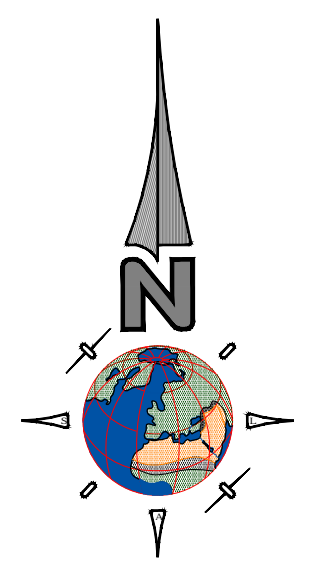
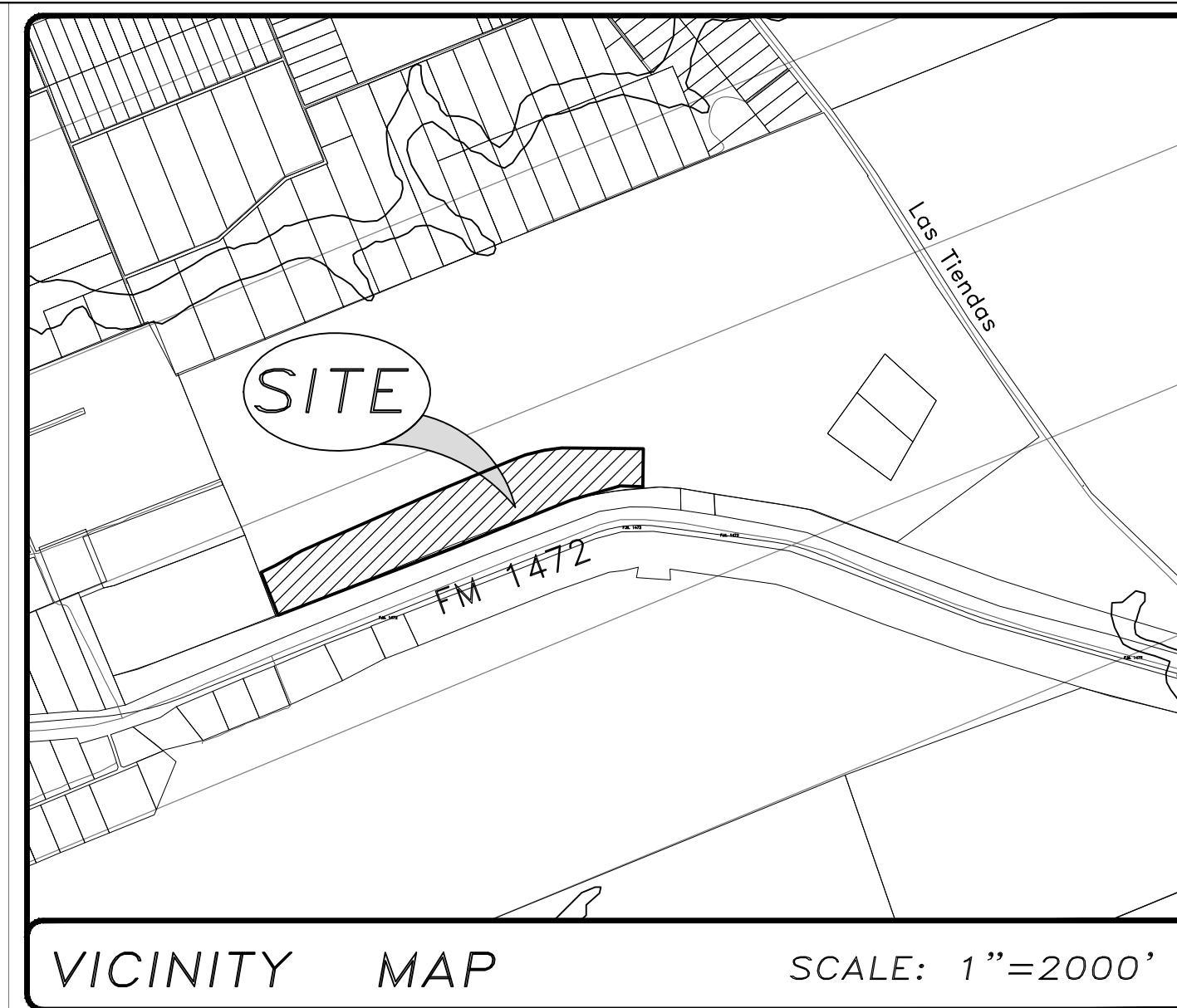
Thence, with the southerly line of said Reuthinger Living Trust and fence, the following courses and distances:

North 64 degrees 17 minutes 16 seconds East, 193.36 feet to a set 1/2" iron rod;  
 North 61 degrees 49 minutes 58 seconds East, 36.90 feet to a set 1/2" iron rod;  
 North 61 degrees 50 minutes 57 seconds East, 228.32 feet to a set 1/2" iron rod;  
 North 66 degrees 11 minutes 09 seconds East, 493.77 feet to a set 1/2" iron rod;  
 North 66 degrees 15 minutes 02 seconds East, 1,447.32 feet to a set 1/2" iron rod;  
 North 67 degrees 27 minutes 44 seconds East, 903.33 feet to a found 1/2" iron rod;  
 North 69 degrees 25 minutes 30 seconds East, 210.34 feet to a set 1/2" iron rod;  
 North 75 degrees 39 minutes 21 seconds East, 239.29 feet to a found 1/2" iron rod;  
 North 82 degrees 03 minutes 32 seconds East, 233.27 feet to a set 1/2" iron rod;

Thence, continuing with the southerly line of said Reuthinger tract, and fence, South 89 degrees 24 minutes 07 seconds East, 1,022.12 feet, to a set 1/2" iron rod at the northwest corner of aforementioned MAPI Tract for the northeast corner hereof;

Thence, with easterly line of said MAPI Tract, South 00 degrees 35 minutes 53 seconds West, 237.19 feet to the Point of Beginning and containing 76.22 acres of land, more or less.

**BASIS OF BEARINGS**  
 Basis of Bearings: A fence corner found at the southwest corner of a 181.50 acre tract of land, conveyed to Holzman Investments, Ltd., a Texas Limited Partnership, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, and a fence corner found at the northwest corner of said Holzman tract. Called to be: North 21 degrees 20 minutes West, 427.11 meters (1166.59 feet) before FM 1472 Right Way acquisition, But Found by GPS observation to be: North 21 degrees 40 minutes 30 seconds West, 857.00 feet.



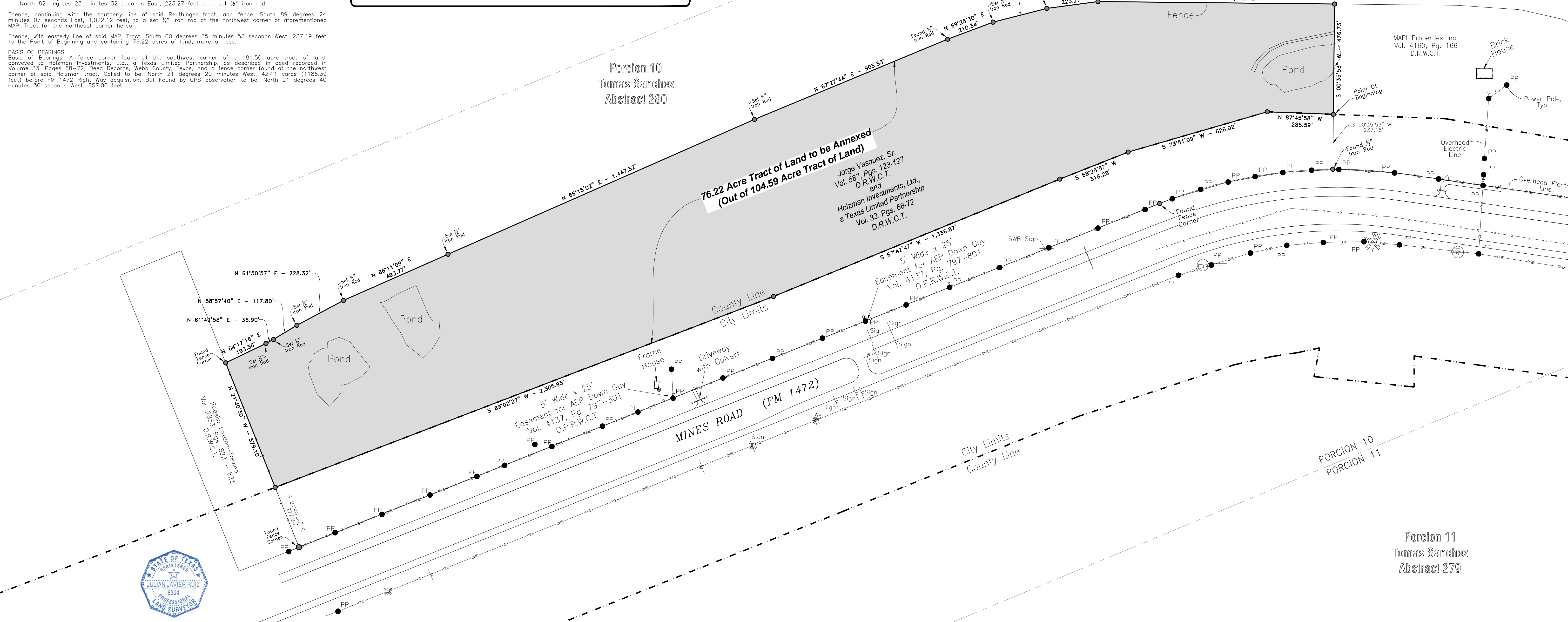
Porcion 10  
 Tomas Sanchez  
 Abstract 279

Reuthinger Living Trust  
 Vol. 498, Pgs. 79-84  
 D.R.W.C.T.

Porcion 10  
 Tomas Sanchez  
 Abstract 279

Porcion 10  
 Tomas Sanchez  
 Abstract 280

**76.22 Acre Tract of Land to be Annexed  
 (Out of 104.59 Acre Tract of Land)**  
 Jorge Vasquez, Sr.  
 Vol. 587, Pgs. 123-127  
 D.R.W.C.T.  
 and  
 Holzman Investments, Ltd.,  
 a Texas Limited Partnership  
 Vol. 33, Pgs. 68-72  
 D.R.W.C.T.



I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT 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.

*Julian Javier Ruiz*  
 Julian Javier Ruiz, R.P.L.S. No. 5304-Texas  
 CURRENT DATE: 04/11/2019

**ANNEXATION**  
 of a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd., out of a 134.59 acre tract of land out of a 181.50 acre tract of land situated in Porcion 10, Tomas Sanchez, Abstract 280 Webb County, Texas

GRAPHIC SCALE  
 1 inch = 200 feet

**WARNING:** THIS PLAT MAY NOT SHOW ALL PIPELINE CROSSINGS OR UTILITIES. JJ RUIZ LAND SURVEYING ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE CROSSINGS OR UTILITIES. PLEASE USE THE TEXAS ONE CALL SYSTEM BEFORE EXCAVATING ON ANY PROPERTY. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE / MINERAL FEE OWNERSHIP OF LESSOR.

TBPLS Firm Registration No. 10141800  
 1202 E. Del Mar Blvd, Suite 1  
 Laredo, TX. 78041  
 www.jruizlandsurveying.com  
 Phone 956-568-4470  
 Fax 956-568-4471

**J Ruiz Land Surveying**

TECH: A.G.N.  
 Q.C.: J.J.R.  
 JOB No.: 19011  
 DATE: 02-19-19  
 F.B.: 000  
 PG.: 000  
 SHEET: 1 OF 1

**Field Notes**

**for a 76.22 acre tract of land out of a 104.59 acre tract of land,  
conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd.,  
out of a 134.59 acre tract of land,  
out of a 181.50 acre tract of land,  
situated in Porcion 10, Tomas Sanchez, Abstract 280,  
Webb County, Texas**

Being a 76.22 acre tract of land out of a 104.59 acre tract of land conveyed to Jorge Vasquez, Sr. as described in Deed of Trust recorded in Volume 587, Pages 123-127, Deed Records, Webb County, Texas, and Holzman Investments, Ltd., as described in Deed of Trust recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, out of a 134.59 acre tract of land, out of a 181.50 acre tract of land, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**Beginning** at a *point* at the northerly line of the Laredo City Limits, at the westerly line of a tract of land conveyed to MAPI Properties, Inc., as described in deed recorded in Volume 4160, Pages 766-170, Deed Records, Webb County, Texas, which bears South 00 degrees 35 minutes 53 seconds West, 237.19 feet from a ½" iron rod found at the northerly Right of Way line of FM 1472, for the southeast corner hereof;

**Thence**, with the northerly line of said Laredo City Limits the following courses and distances:

*North 87 degrees 45 minutes 58 seconds West, 285.59 feet to a point;  
South 73 degrees 51 minutes 09 seconds West, 626.02 feet to a point;  
South 68 degrees 25 minutes 57 seconds West, 318.28 feet to a point;  
South 67 degrees 42 minutes 47 seconds West, 1,336.87 feet to a point;*

**Thence**, continuing with the northerly line of said Laredo City Limits, *South 69 degrees 02 minutes 27 seconds West, 2,305.95 feet to a point* at the easterly line of a tract of land conveyed to Rogelio Lozano-Trevino as described in Volume 2853, Pages 822-823, Deed Records, Webb County, Texas, from which a fence post found for the southeast of the aforementioned Vasquez/Holzman Tract bears South 21 degrees 40 minutes 30 seconds East, 277.90 feet, for the southwest corner hereof;

**Thence**, with the easterly line of said Trevino tract, *North 21 degrees 40 minutes 30 seconds West, 579.10 feet to a fence post found* at the southerly line of a tract of land conveyed to Reuthinger Living Trust, as described in Volume 498, Pages 79-84, Deed Records, Webb County, Texas, for the northwest corner hereof;

**Thence**, with the southerly line of said Reuthinger Living Trust and fence, the following courses and distances:

*North 64 degrees 17 minutes 16 seconds East, 193.36 feet to a ½" iron rod set;  
North 61 degrees 49 minutes 58 seconds East, 36.90 feet to a ½" iron rod set;  
North 58 degrees 57 minutes 40 seconds East, 117.80 feet to a ½" iron rod set;  
North 61 degrees 50 minutes 57 seconds East, 228.32 feet to a ½" iron rod set;  
North 66 degrees 11 minutes 09 seconds East, 493.77 feet to a ½" iron rod set;  
North 66 degrees 15 minutes 02 seconds East, 1,447.32 feet to a ½" iron rod set;  
North 67 degrees 27 minutes 44 seconds East, 903.33 feet to a ½" iron rod found;  
North 69 degrees 25 minutes 30 seconds East, 210.34 feet to a ½" iron rod set;  
North 75 degrees 39 minutes 21 seconds East, 239.28 feet to ½" iron rod found;  
North 82 degrees 23 minutes 32 seconds East, 223.27 feet to a ½" iron rod set;*

**Thence**, continuing with the southerly line of said Reuthinger tract, and fence, *South 89 degrees 24 minutes 07 seconds East, 1,022.12 feet*, to a ½" iron rod set at the northwest corner of aforementioned MAPI Tract, for the northeast corner hereof;



**Field Notes**  
**for a 76.22 acre tract of land out of a 104.59 acre tract of land,**  
**conveyed to Jorge Vasquez, Sr. and Holzman Investments, Ltd.,**  
**out of a 134.59 acre tract of land,**  
**out of a 181.50 acre tract of land,**  
**situated in Porcion 10, Tomas Sanchez, Abstract 280,**  
**Webb County, Texas (continued)**

**Thence**, with easterly line of said MAPI Tract, *South 00 degrees 35 minutes 53 seconds West*, **476.73 feet** to the **Point of Beginning** and containing **76.22 acres** of land, more or less.

**Basis of Bearings:**

A fence corner found at the southwest corner of a 181.50 acre tract of land, conveyed to Holzman Investments, Ltd., a Texas Limited Partnership, as described in deed recorded in Volume 33, Pages 68-72, Deed Records, Webb County, Texas, and a fence corner found at the northwest corner of said Holzman tract.

Called to be: North 21 degrees 20 minutes West, 427.1 varas (1186.39 feet) before FM 1472 Right Way acquisition,

But Found by GPS observation to be: North 21 degrees 40 minutes 30 seconds West, 857.00 feet.

**State of Texas:**

**County of Webb:**

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

R.P.L.S. No. 5304 – Texas



Current Date



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 4  
HOLZMAN & VASQUEZ TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, InSite Development Services, LLC on behalf of Leonard Holzman and Jorge Vasquez has filed a petition with the City of Laredo for the annexation of a 76.22 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Leonard Holzman and Jorge Vasquez being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 76.22 acres of land, more or less, belonging to Leonard Holzman and Jorge Vasquez.

**SERVICE PLAN**

A petition for annexation from InSite Development Services, LLC, on behalf of Leonard Holzman and Jorge Vasquez was received for property designated as "Tract 4 (Holzman & Vasquez Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
  
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.52 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
  
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance

provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_ **Rosario C. Cabello  
Co-Interim City Manager**

**LEONARD HOLZMAN AND JORGE VASQUEZ**

By: \_\_\_\_\_  
**InSite Development Services, LLC  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by InSite Development Services, LLC, on behalf of Leonard Holzman and Jorge Vasquez.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 76.22 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 WEST OF FM 3338/LAS TIENDAS RD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 76.22 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and



the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Manuel Gonzalez

**Staff Source:** Rafael Vidaurri, Planner

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**SUBJECT**

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of R-1 (Single Family Residential District) on a tract of land totaling 24.43 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 5 (Mandel Tract), located east of Max Mandel Municipal Golf Course and west of FM 1472, as required by Section 43.063 of the Texas Local Government Code.

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

**BACKGROUND**

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 5 is as follows:

**Voluntary Annexation:**

Tract 5 – 24.43 acres, more or less, located east of Max Mandel Municipal Golf Course and west of FM 1472.

Petitioner: Manuel Gonzalez

**COMMITTEE RECOMMENDATION**

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

## **STAFF RECOMMENDATION**

To conduct the public hearing.

## **IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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### **Attachments**

Tract 5 - Map

Tract 5 - Survey

Tract 5 - Metes and Bounds

Tract 5 - Future Land Use

Tract 5 - Annexation Agreement and Service Plan

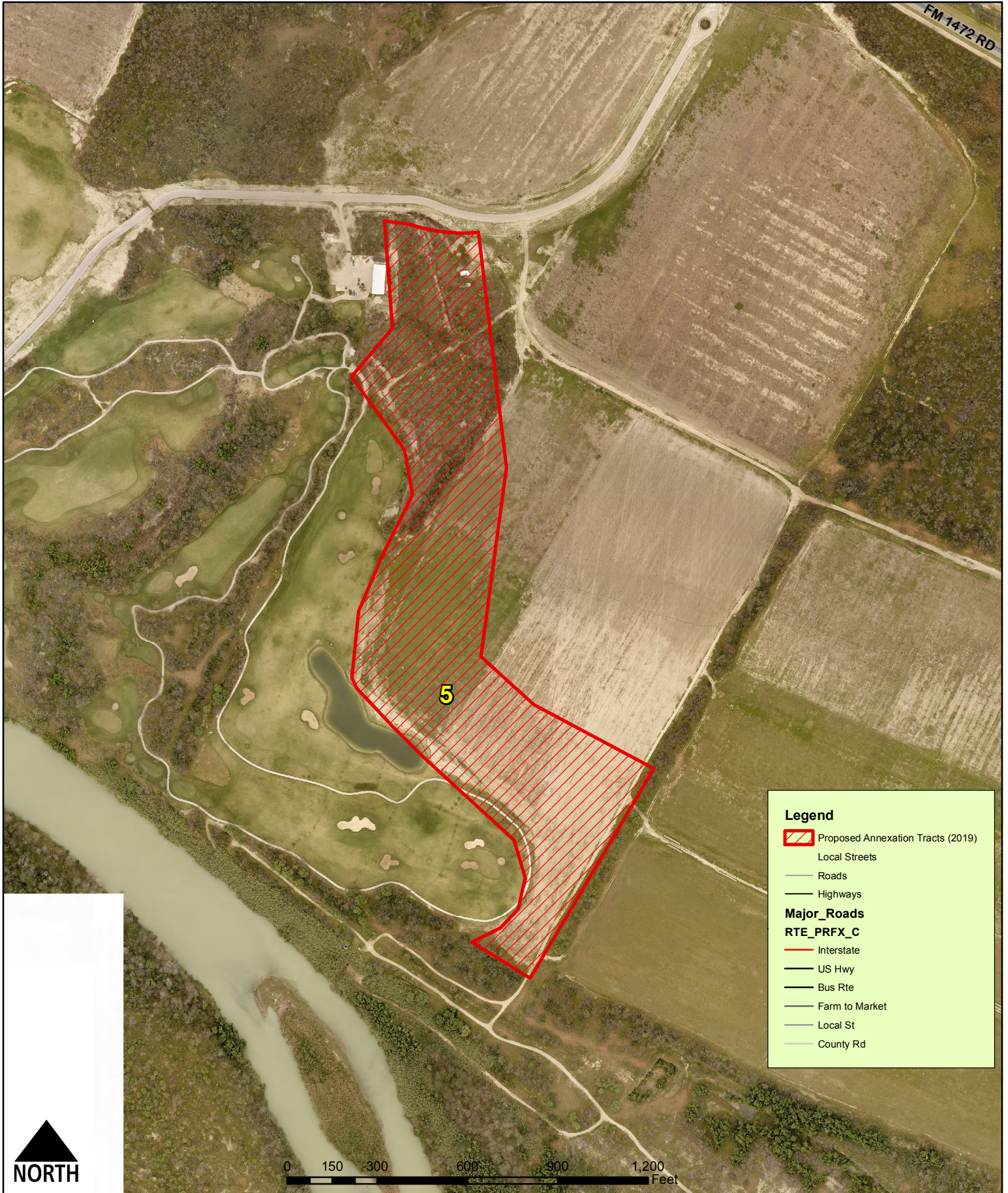
Tract 5 - Ordinance

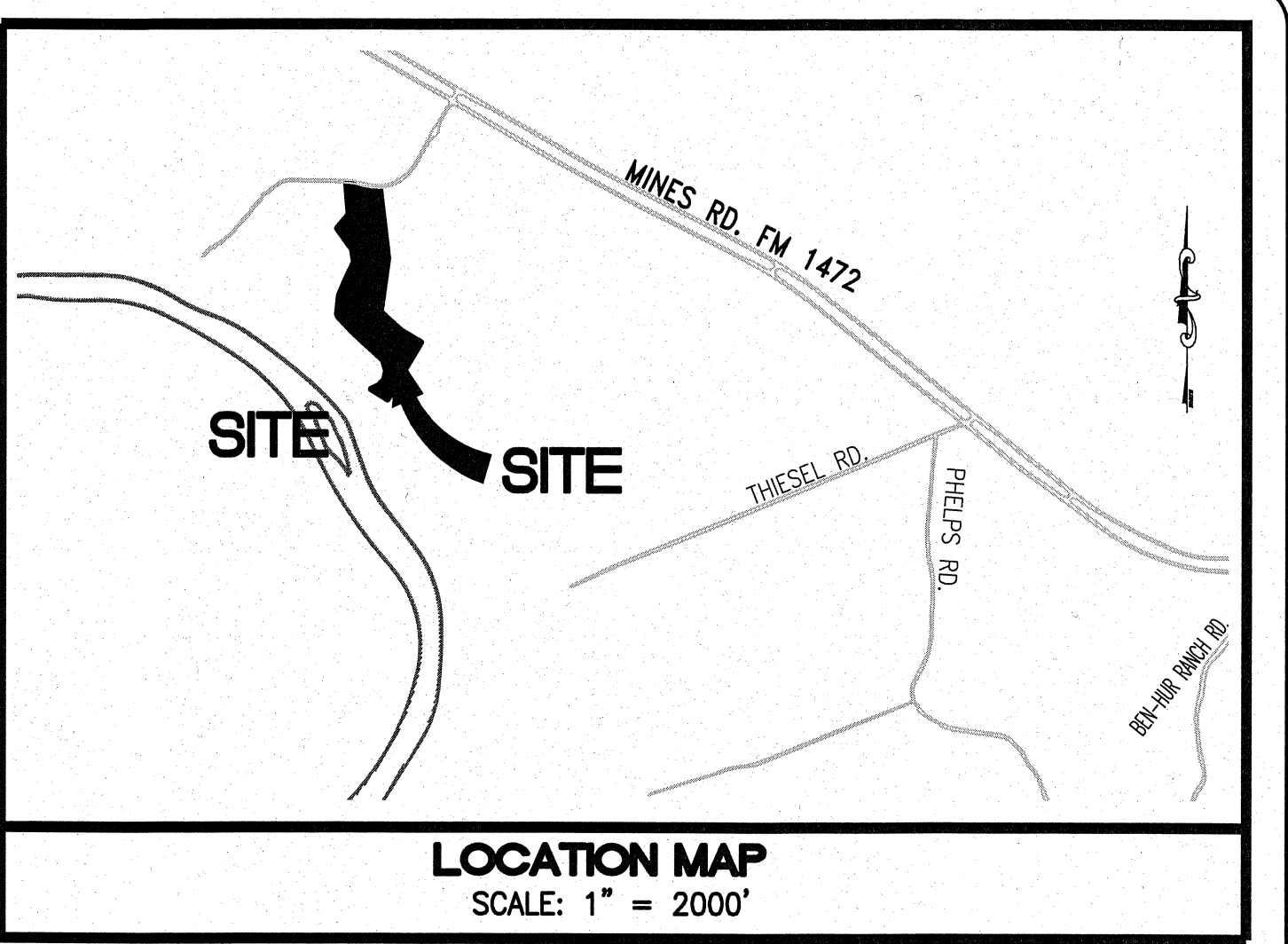
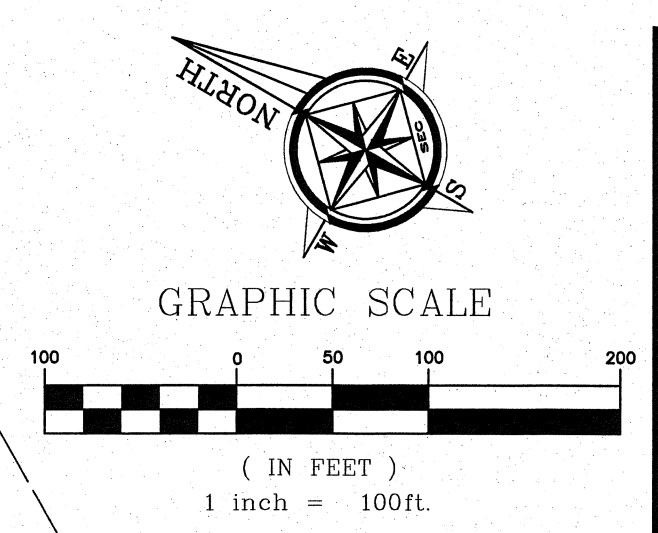
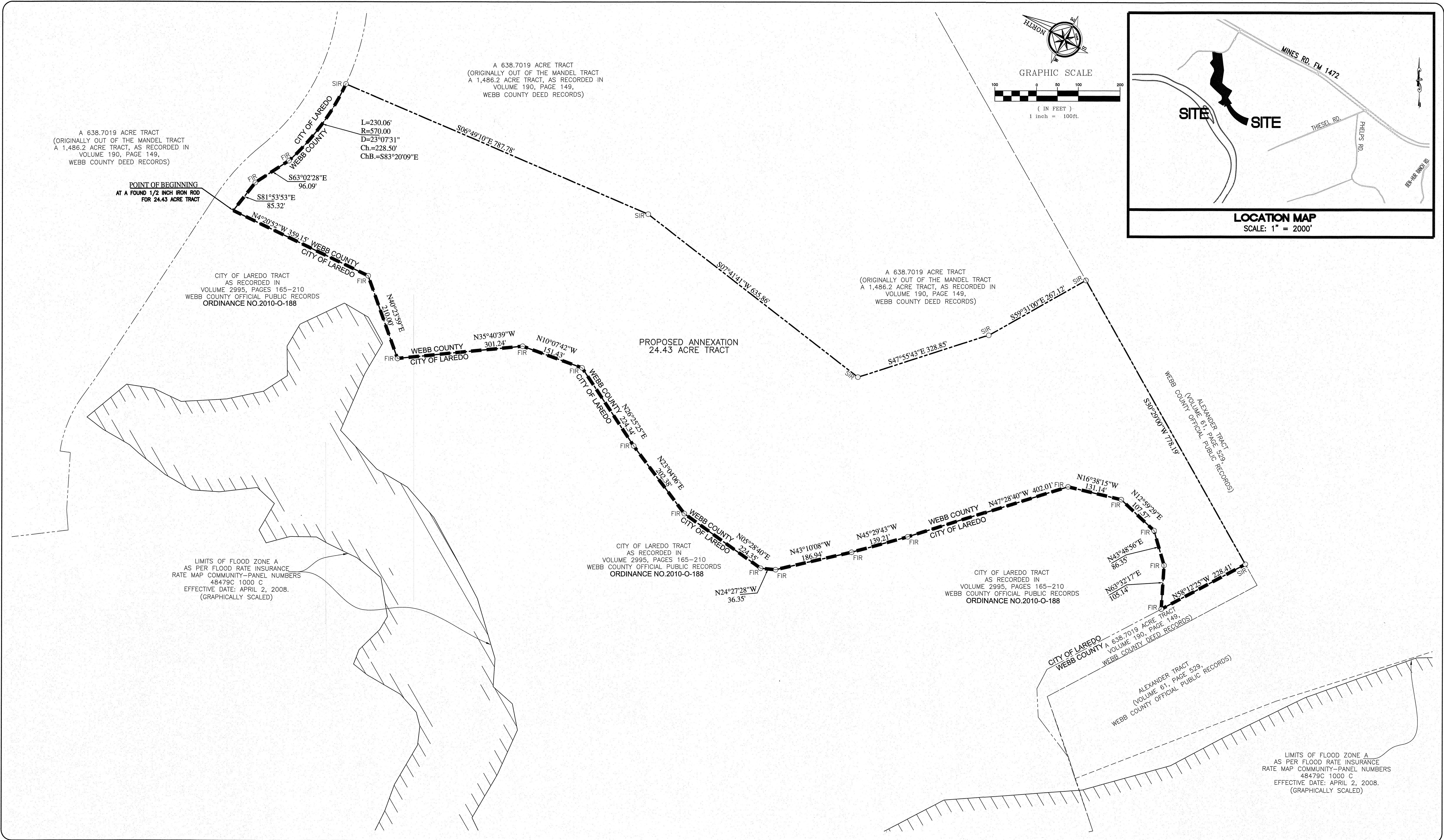
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# Mandel Tract

SHERFEY ENG.





A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
VOLUME 190, PAGE 149,  
WEBB COUNTY DEED RECORDS)

A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
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A 638.7019 ACRE TRACT  
(ORIGINALLY OUT OF THE MANDEL TRACT  
A 1,486.2 ACRE TRACT, AS RECORDED IN  
VOLUME 190, PAGE 149,  
WEBB COUNTY DEED RECORDS)

POINT OF BEGINNING  
AT A FOUND 1/2 INCH IRON ROD  
FOR 24.43 ACRE TRACT

CITY OF LAREDO TRACT  
AS RECORDED IN  
VOLUME 2995, PAGES 165-210  
WEBB COUNTY OFFICIAL PUBLIC RECORDS  
ORDINANCE NO.2010-O-188

PROPOSED ANNEXATION  
24.43 ACRE TRACT

CITY OF LAREDO TRACT  
AS RECORDED IN  
VOLUME 2995, PAGES 165-210  
WEBB COUNTY OFFICIAL PUBLIC RECORDS  
ORDINANCE NO.2010-O-188

CITY OF LAREDO TRACT  
AS RECORDED IN  
VOLUME 2995, PAGES 165-210  
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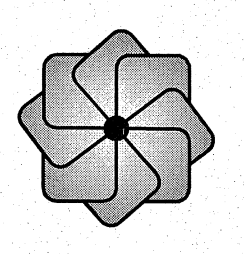
LIMITS OF FLOOD ZONE A  
AS PER FLOOD RATE INSURANCE  
RATE MAP COMMUNITY-PANEL NUMBERS  
48479C 1000 C  
EFFECTIVE DATE: APRIL 2, 2008.  
(GRAPHICALLY SCALED)

LIMITS OF FLOOD ZONE A  
AS PER FLOOD RATE INSURANCE  
RATE MAP COMMUNITY-PANEL NUMBERS  
48479C 1000 C  
EFFECTIVE DATE: APRIL 2, 2008.  
(GRAPHICALLY SCALED)

Designed By: FE  
Drawn By: FE  
Checked By: FE  
Approved By: JPS  
File: X:\Open Projects\8147.00

**FLOOD NOTE:**  
BY GRAPHIC PLOTTING ONLY (AREAS OF  
MINIMAL FLOODING) OF THE FLOOD  
INSURANCE RATE MAP.  
  
SUBJECT IS NOT LOCATED IN A FLOOD  
PLAIN "ZONE A" ACCORDING TO FIRM  
MAP COMMUNITY-PANEL NUMBER  
48479C 1000C, DATED: APRIL 2, 2008

**LEGEND**  
○ SIR = SET 1/2" IRON ROD  
● FIR = FOUND 1/2" IRON ROD  
  
**BASIS OF BEARINGS:**  
G.P.S., TEXAS COORDINATE SYSTEM,  
SOUTH ZONE (NAD 1983)



**Sherfey  
Engineering  
Company, L.L.C.**  
104 Del Court  
Suite 400  
Laredo, Texas 78041  
(956) 791-3511  
(956) 791-3144  
TBPE FIRM REGISTRATION No: F-3132

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  
4-15-19  
DATE



**SURVEY**  
A tract of land containing 24.43 acres of land, more or less, situated in Porcion 06 and Porcion 07, Abstract 38 and 39,  
Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as  
recorded in Volume 190, Page 149, Webb County Deed Records some tract's interests being divided among the following  
entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050,  
Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public  
Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page  
473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb  
County Official Public Records.  
Scale: 1"=100' Date: 02/26/2019 Rev: 04/15/2019

PROJ. NO.8147.00  
1  
SHEET 1 OF 1



# 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*

*24.43 ACRE TRACT*

*PORCION 07 ~ ABSTRACT 39*

*WEBB COUNTY, TEXAS*

A tract of land containing 24.43 acres of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod on an interior corner of the City of Laredo Tract as recorded in Volume 2995, Pages 165-210, Webb County Official Public Records same being the northwest corner of the herein described tract;

**THENCE**, S 81°53'53" E, along the common line with said City of Laredo Tract a distance of 85.32 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, S 63°02'28" E, along the common line with said City of Laredo Tract a distance of 96.09 feet to a found 1/2 inch iron rod, a non-tangent point of curvature to the left;

**THENCE**, along the common line with said City of Laredo Tract an said arc to the left with a radius of 570.00 feet, a delta of 23°07'31", a chord and chord bearing of 228.50 feet and S 83°20'09" E a distance of 230.06 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

**THENCE**, S 06°49'10" E, leaving said common line with the City of Laredo Tract a distance of 787.78 feet to a set 1/2 inch iron rod, a deflection right;

**THENCE**, S 07°41'41" W, a distance of 635.86 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 47°55'43" E, a distance of 328.85 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 59°31'00"E, a distance of 267.12 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

**THENCE**, S 30°29'00" W, along the common property line with the Alexander Tract as recorded in Volume 61, Page 529, Webb County Official Public Records a distance of 778.19 feet to a set 1/2 inch iron rod, the most southerly corner of the herein described tract;

**THENCE**, N 58°12'25" W, a distance of 228.41 feet to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

**THENCE**, N 63°32'17" E, along the common line with said City of Laredo Tract a distance of 105.14 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 43°48'56" E, along the common line with said City of Laredo Tract a distance of 86.35 feet to a found 1/2 inch iron rod, a deflection left;



# 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 12°59'29" E, along the common line with said City of Laredo Tract a distance of 107.57 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 16°38'15" W, along the common line with said City of Laredo Tract a distance of 131.14 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 47°28'40" W, along the common line with said City of Laredo Tract a distance of 402.01 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 45°29'43" W, along the common line with said City of Laredo Tract a distance of 139.21 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 43°10'08" W, along the common line with said City of Laredo Tract a distance of 186.94 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 24°27'28" W, along the common line with said City of Laredo Tract a distance of 36.35 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 05°28'40" E, along the common line with said City of Laredo Tract a distance of 224.35 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 23°04'06" E, along the common line with said City of Laredo Tract a distance of 202.38 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 26°25'25" E, along the common line with said City of Laredo Tract a distance of 224.34 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 10°07'42" W, along the common line with said City of Laredo Tract a distance 151.43 feet to a found 1/2 inch iron rod, a deflection left;

**THENCE**, N 35°40'39" W, along the common line with said City of Laredo Tract a distance of 301.24 feet to a found 1/2 inch iron rod, a deflection right;

**THENCE**, N 40°23'59" E, along the common line with said City of Laredo Tract a distance of 210.00 feet to a found 1/2 inch iron rod, a deflection left;





# Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

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THENCE, N 04°20'52" W, along the common line with said City of Laredo Tract a distance of 359.15 feet to return to and close at the **POINT OF BEGINNING**, containing 24.43 acres of land.

## Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §

County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

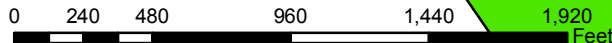
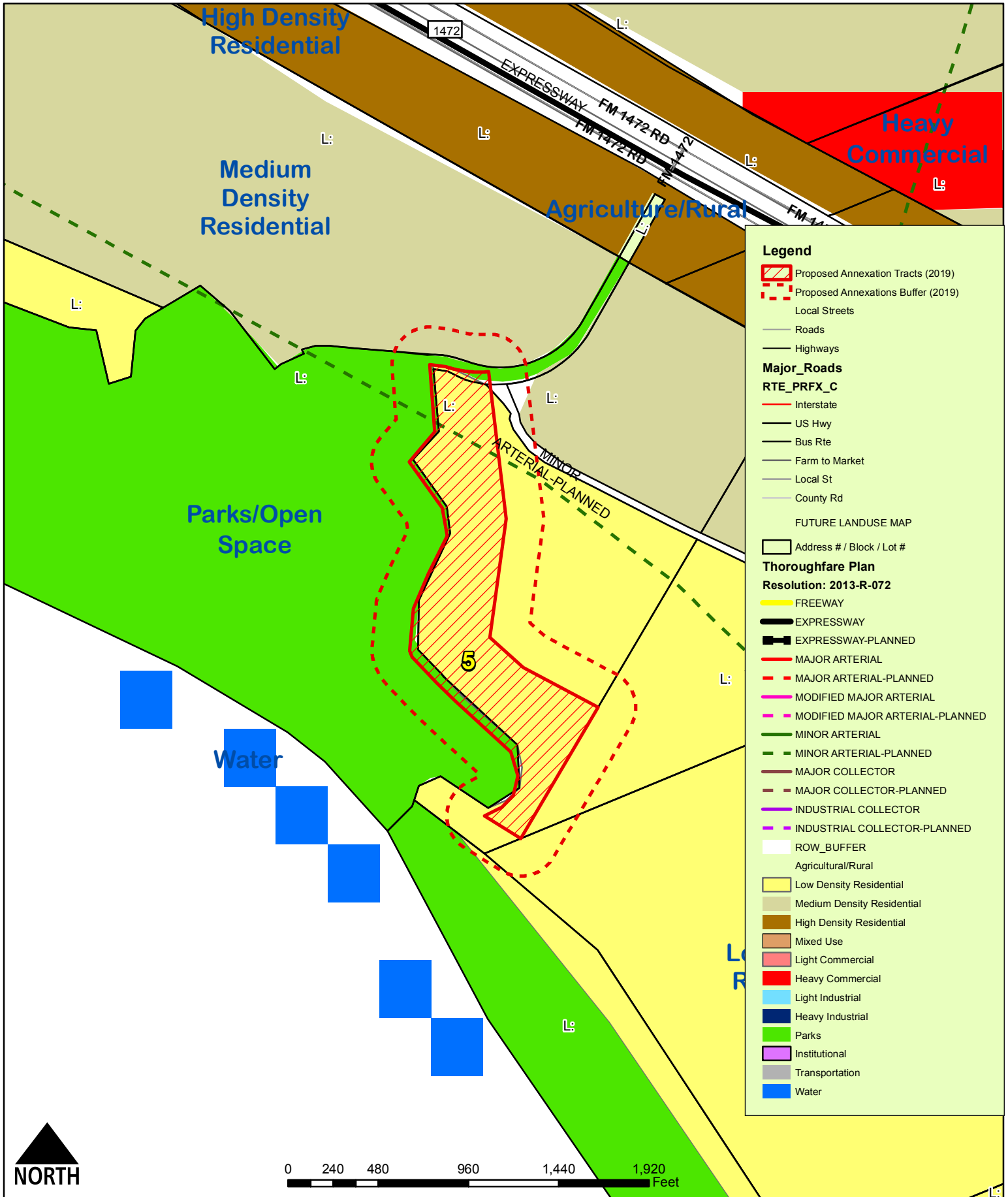
R.P.L.S. No. 5862-Texas

02-27-19

Current Date



# Mandel Tract



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 5  
MANDEL TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Manuel Gonzalez, on behalf of the Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., has filed a petition with the City of Laredo for the annexation of a 24.43 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 24.43 acres of land, more or less, belonging to Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr.

**SERVICE PLAN**

A petition for annexation from Manuel Gonzalez, on behalf of the Nolar, LLC, Landranch, Ltd., MGW Islitas, LTD., GML Rancho, LLC, and Ermilo Richer, Jr., was received for property designated as "Tract 5 (Mandel Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not

more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 1.98 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

**RESIDENTIAL ANNEXATION FEE FOR WATER:**

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:**

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

**RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:**

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more

than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_ **Rosario C. Cabello  
Co-Interim City Manager**

**NOLAR, LLC, A LOUISIANA LIMITED LIABILITY COMPANY (RUSSELL PALMER), LANDRANCH, LTD., A TEXAS LIMITED PARTNERSHIP (LOUISE A. MANDEL), MGW ISLITAS, LTD. (LOUISE A. MANDEL), GML RANCHO, LLC (GARY G. JACOBS), AND ERMILO RICHER, JR.**

**By: \_\_\_\_\_**  
**Manuel Gonzalez,**  
**Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Manuel Gonzalez, on behalf of the following property owners:  
Nolar, LLC, a Louisiana limited liability company (Russell Palmer), Landranch, Ltd., a Texas limited partnership (Louise A. Mandel), MGW Islitas, LTD. (Louise A. Mandel), GML Rancho, LLC (Gary G. Jacobs), and Ermilo Richer, Jr.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 24.43 ACRES, MORE OR LESS, LOCATED EAST OF MAX A. MANDEL MUNICIPAL GOLF COURSE AND WEST OF FM 1472, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 24.43 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and



the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Mario Palos Garza

**Staff Source:** Rafael Vidaurri, Planner

---

**SUBJECT**

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 1.5 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 6 (Lot 20, Block 2, Pinto Valle Industrial Park, Phase I Tract), located north of FM 1472 and east of Lampazos Loop, as required by Section 43.063 of the Texas Local Government Code.

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

**BACKGROUND**

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 6 is as follows:

**Voluntary Annexation:**

Tract 6 – 1.5 acres, more or less, located north of FM 1472 and east of Lampazos Loop.

Petitioner: Mario Palos Garza

**COMMITTEE RECOMMENDATION**

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact.

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**Attachments**

Tract 6 - Map

Tract 6 - Survey

Tract 6 - Metes and Bounds

Tract 6 - Future Land Use Map

Tract 6 - Annexation Agreement and Service Plan

Tract 6 - Ordinance

---

# L20,B2, PINTO VALLE IND.PARK PH.1

BLUE TOP







**Blue Top Land Surveying**  
 101 W. Hillside, Suite 10  
 Laredo, Texas 78041  
 956-724-8423 712-2580 fax

**Field Notes of  
 Lot 20 Block 2, Pinto Valle Industrial Park, Phase I,  
 recorded in Volume 10 Pages 19-22, Map Records, Webb County, Texas,**

Being a tract of land containing 1.50 acres, more or less, being Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, recorded in Volume 10 Pages 19-22, Map Records, Webb County, Texas, said 1.50 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½” **iron rod** found at the northwest corner of Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, recorded in Volume 10, Pages 19-22, Map Records, Webb County, Texas, and on the south right-of-way line of Lampazos Loop, the northeast corner of Lot 19, Block 2, for the northwest corner of the herein described tract;

**Thence**, along the south right-of-way line of said Lampazos Loop, **North 67°34’13” East**, a distance of **181.50 feet**, to a ½” iron rod found at the west line of a tract conveyed by deed to Primos transporte Inc. recorded in volume 2683, Page 898, Deed Records, Webb County, Texas, for the northeast corner of the herein described tract;

Thence, **South 22°25’47” East**, a distance of **360.00 feet** to a ½” iron rod found on the north boundary line of said PG Alpha, LLC tract recorded in Volume 4324, Page 423, Official Public Records, Webb County, Texas, for the southeast corner of the herein described tract;

**Thence**, along the north boundary line of said PG Alpha LLC tract, **South 67°34’13” West**, a distance of **181.50 feet** to a ½” iron rod found at the southeast corner of Lot 19, Block 2, for the southeast corner of the herein described tract;

**Thence**, **North 22°25’47” West**, a distance of **360.00 feet** to a ½” iron rod found on the south right-of-way line of said Lampazos Loop, to return and close at the **POINT OF BEGINNING** of this 1.50 acre tract, more or less.

**Basis of Bearings:**

A ½” iron rod found at the southeast corner of Lot 3, Block 3, and a ½” iron rod found at the southeast corner of Lot 1, Block 2, Pinto Valle Industrial Park, Phase I .


Called to be: S 67°59’30” W 414.86’

But found by GPS observation to be: S 67°35’12” W 415.07’ GPS, Texas Coordinate System, South Zone

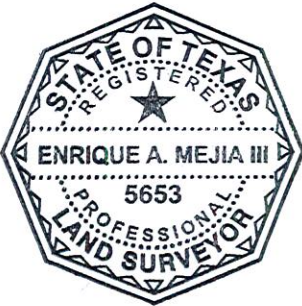
**State of Texas:**

**County of Webb:**

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor, do hereby state that the above captioned “Field Notes” and attached “Plat of Survey” is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.

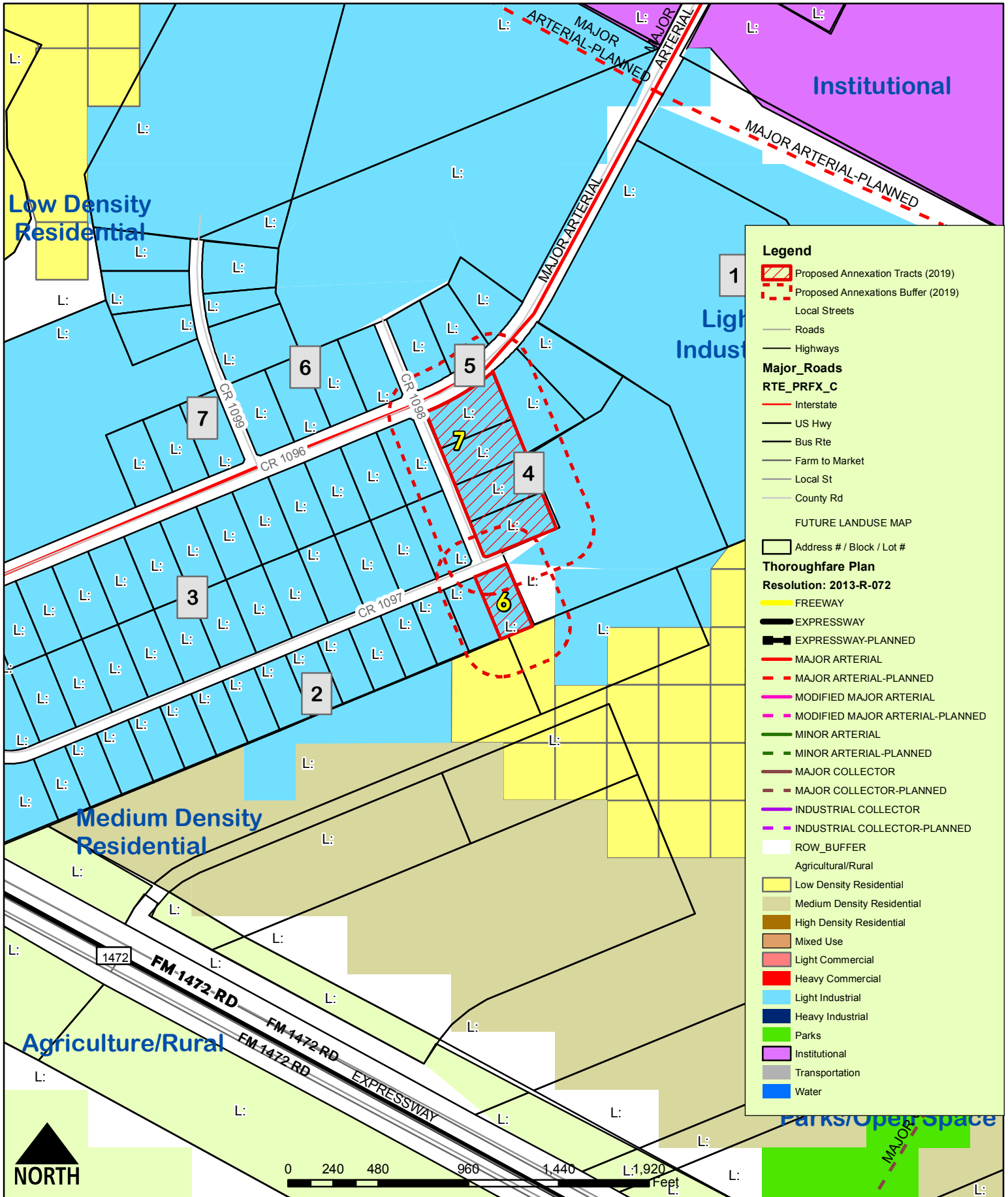
  
 \_\_\_\_\_  
 R.P.L.S. No. 5653 – Texas

**2-15-19**  
 \_\_\_\_\_  
 Current Date



# L20,B2, PINTO VALLE IND.PARK PH.1

BLUE TOP



**Legend**

- Proposed Annexation Tracts (2019)
- Proposed Annexations Buffer (2019)
- Local Streets
- Roads
- Highways

**Major\_Roads**

**RTE\_PRFX\_C**

- Interstate
- US Hwy
- Bus Rte
- Farm to Market
- Local St
- County Rd

FUTURE LANDUSE MAP

- Address # / Block / Lot #

**Thoroughfare Plan**

Resolution: 2013-R-072

- FREEWAY
- EXPRESSWAY
- EXPRESSWAY-PLANNED
- MAJOR ARTERIAL
- MAJOR ARTERIAL-PLANNED
- MODIFIED MAJOR ARTERIAL
- MODIFIED MAJOR ARTERIAL-PLANNED
- MINOR ARTERIAL
- MINOR ARTERIAL-PLANNED
- MAJOR COLLECTOR
- MAJOR COLLECTOR-PLANNED
- INDUSTRIAL COLLECTOR
- INDUSTRIAL COLLECTOR-PLANNED
- ROW\_BUFFER

Agricultural/Rural

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Light Commercial
- Heavy Commercial
- Light Industrial
- Heavy Industrial
- Parks
- Institutional
- Transportation
- Water



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 6  
LOT 20, BLOCK 2, PINTO VALLE PHASE 1 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Mario Palos Garza, has filed a petition with the City of Laredo for the annexation of a 1.5 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit “A”; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Mario Palos Garza being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 1.5 acres of land, more or less, belonging to Mario Palos Garza.

**SERVICE PLAN**

A petition for annexation from Mario Palos Garza was received for property designated as “Tract 6 (Lot 20, Block 2, Pinto Valle Phase 1 Tract)” described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 0.67 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**MARIO PALOS GARZA**

By: \_\_\_\_\_  
**Mario Palos Garza  
Owner**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Mario Palos Garza.

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 1.5 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND EAST OF LAMPAZOS LOOP. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 1.5 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT



## Second Public Hearing 16.

### City Council-Regular

Meeting Date: 05/06/2019

Initiated By: Marcelino Flores

Staff Source: Rafael Vidaurri, Planner

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### SUBJECT

**Second Public Hearing** and discussion of the voluntary annexation and initial zoning of M-1 (Light Manufacturing District) on a tract of land totaling 8.87 acres, more or less, as described by metes and bounds in the attached Exhibit "A", and known as annexation Tract 7 (COT Properties LLC Tract), located north of Anahuac Dr. and east of Pinto Valle Dr., as required by Section 43.063 of the Texas Local Government Code.

### PREVIOUS COUNCIL ACTION

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings are scheduled for May 6, 2019 as allowed by Section 43.063, Texas Local Government Code. The petition for annexation will subsequently go before the Planning and Zoning Commission on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019. Tract 7 is as follows:

### Voluntary Annexation:

Tract 7– 8.87 acres, more or less, located north of north of Anahuac Dr. and east of Pinto Valle Dr.

Petitioner: Marcelino Flores

### COMMITTEE RECOMMENDATION

Not applicable at this time. The Planning and Zoning Commission shall review the proposed annexation and zoning designation on May 16, 2019; after which it shall proceed to City Council for introduction of the ordinance on June 3, 2019.

**STAFF RECOMMENDATION**

To conduct the public hearing.

**IMPACT ANALYSIS**

The financial implication will be outlined in the Annexation Feasibility Analysis that shall be presented to the Planning and Zoning Commission on May 16, 2019.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial Impact.

---

**Attachments**

Tract 7 - Map

Tract 7 - Survey

Tract 7 - Metes and Bounds

Tract 7 - Future Land Use Map

Tract 7 - Annexation Agreement and Service Plan

Tract 7 - Ordinance

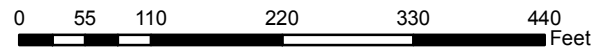
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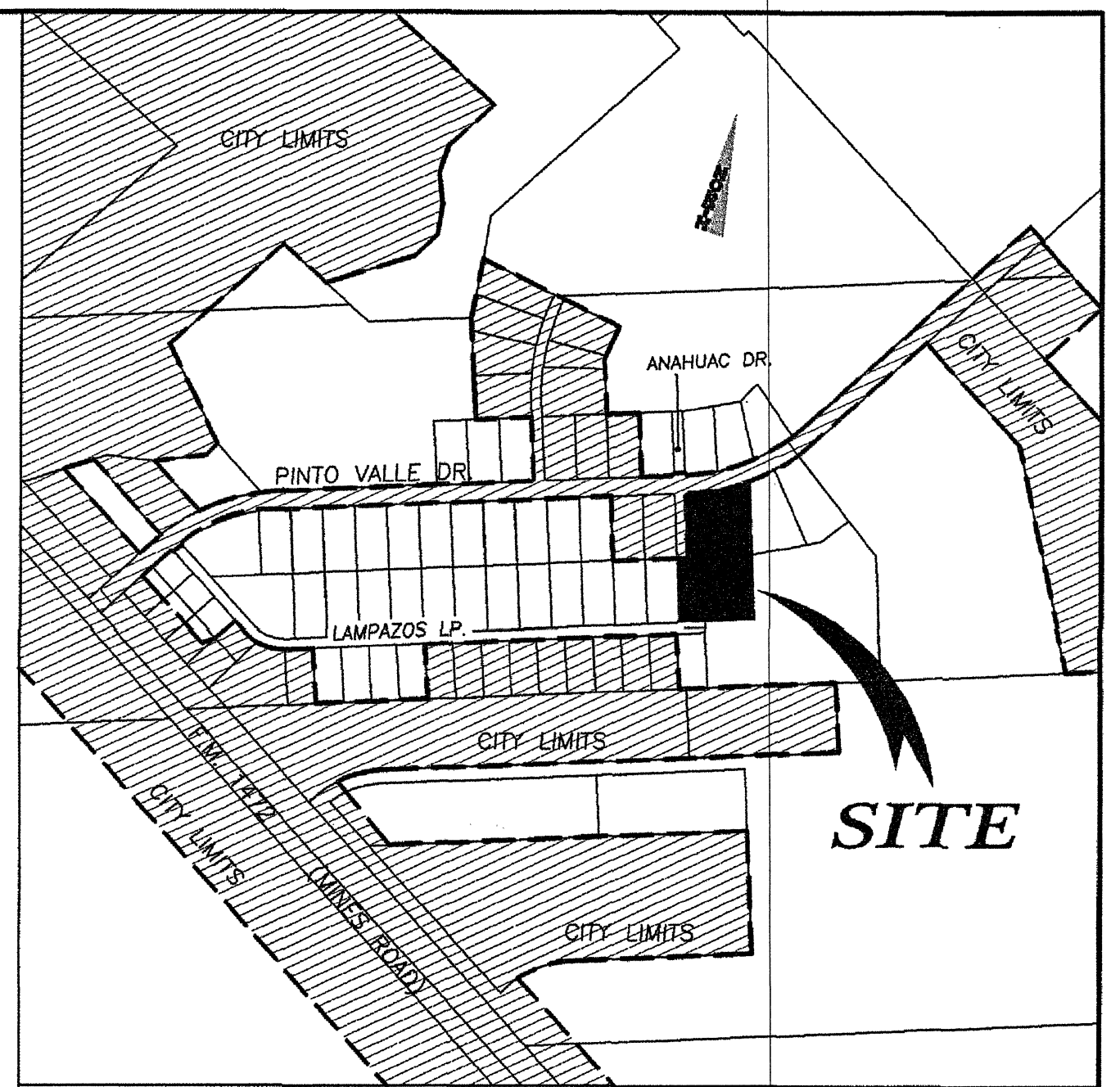
# COT PROPERTIES

HOWLAND



NORTH



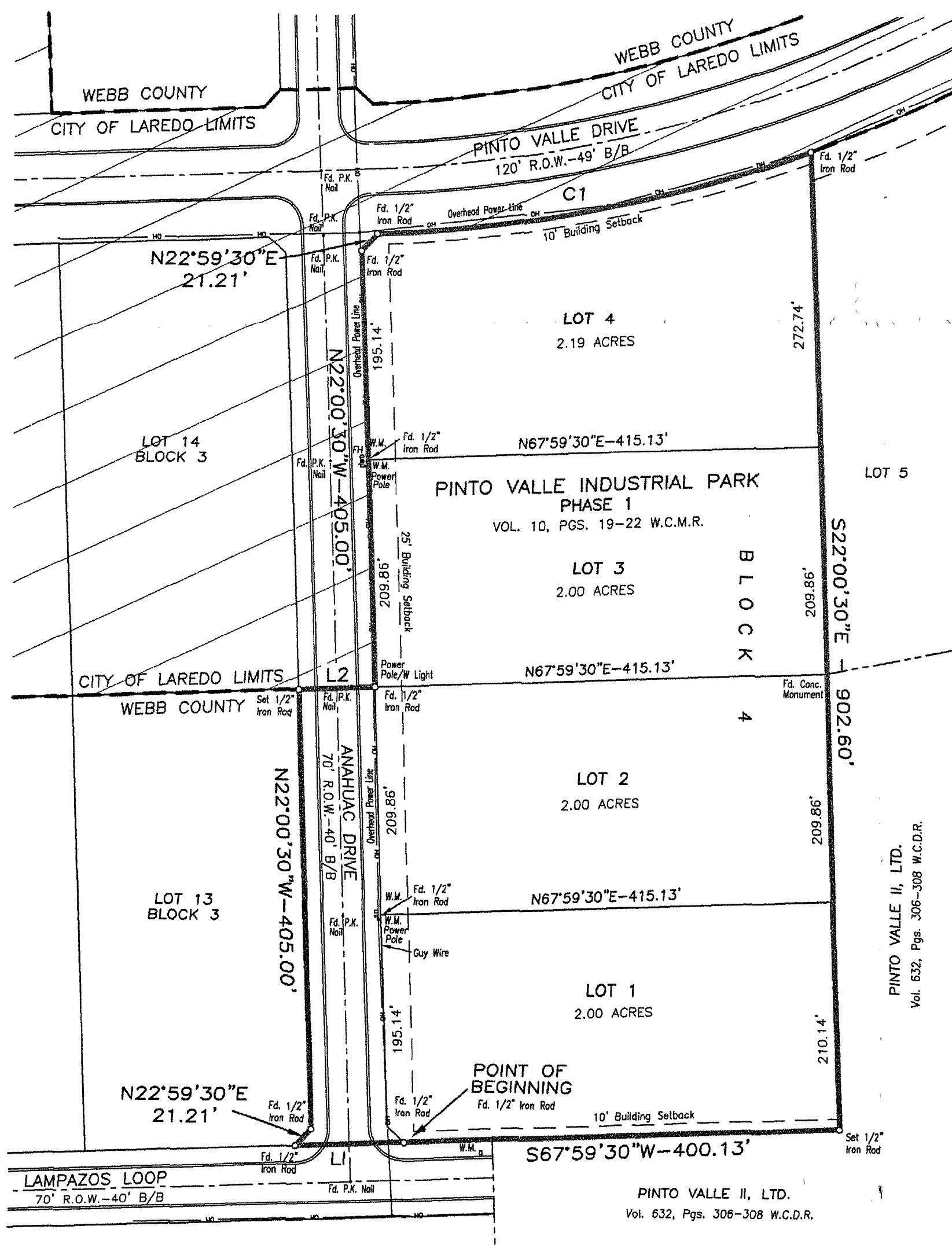


AREA MAP SCALE: 1"=1000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°59'30"W	100.00'
L2	N67°59'22"E	70.00'

CURVE TABLE	
CURVE	C1
RADIUS:	1310.00'
ARC LENGTH:	406.63'
CHORD:	N59°05'58"E
CHORD DIST:	405.00'

LEGEND	
	CITY OF LAREDO LIMITS



AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS. THIS 8.87 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a found 1/2" iron rod being the most southerly corner of the southwest corner clip of said Lot 1, for a point on the southerly boundary of this tract and the TRUE POINT OF BEGINNING;

THENCE, S 67°59'30" W, a distance of 100.00 FEET to a found 1/2" iron rod being the southerly corner of the southeast corner clip of Lot 13, Block 3 of said Pinto Valle Industrial Park, for the most southeast corner hereof;

THENCE, N 22°59'30" E, along the boundary line of said Lot 13, a distance of 21.21 FEET to a found 1/2" iron rod being the northerly corner of the southeast corner clip of said Lot 13, for a point of deflection left hereof;

THENCE, N 22°00'30" W, along the east boundary line of said Lot 13, a distance of 405.00 FEET to a set 1/2" iron rod being the northeast corner of said Lot 13, also being the southeast corner of Lot 14, Block 3 of said Pinto Valle Industrial Park, for an exterior corner hereof;

THENCE, N 67°59'22" E, along existing City of Laredo limits, a distance of 70.00 FEET to a found 1/2" iron rod being the northwest corner of said Lot 2, for an interior corner hereof;

THENCE, N 22°00'30" W, along the west boundary line of said Lots 3 & 4 passing a found 1/2" iron rod at a distance of 209.86 feet being the northwest corner of said Lot 3, and continue a total distance of 405.00 FEET to a found 1/2" iron rod being the southerly corner of the northwest corner clip of said Lot 4, for a point of deflection right hereof;

THENCE, N 22°59'30" E, along the boundary line of said Lot 4, a distance of 21.21 FEET to a found 1/2" iron rod being the northerly corner of the northwest corner clip of said Lot 4, for a point being on a curve having a radius of 1310.00 feet, a chord of N59°05'58"E-405.00 feet;

THENCE, along said curve being the north boundary line of said Lot 4, an arc length of 406.63 FEET to a found 1/2" iron being the northeast corner of said Lot 4, for the northeast corner hereof;

THENCE, S 22°00'30" E, along the east boundary line of said Lots 1-4 and passing a found concrete monument at a distance of 482.60 feet being the southeast corner of Lot 3 also being an interior corner of said Pinto Valle Industrial Park, Phase 1 boundary, and continuing a total distance of 902.60 FEET to a set 1/2" iron rod being the southeast corner of Lot 1, for the southeast corner hereof;

THENCE, S 67°59'30" W, along the south boundary line of said Lot 1, a distance of 400.13 FEET to the point of beginning for this 8.87 acre tract of land, more or less.

Basis of Bearing according to Pinto Valle Industrial Park, Phase 1 as recorded in volume 10, pages 19-22 of the Webb County Map Records, Texas.

STATE OF TEXAS:  
COUNTY OF WEBB

I, RICARDO M. VILLARREAL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING "PLAT OF SURVEY" AND ACCOMPANYING "FIELD NOTES" ARE A TRUE REPRESENTATION OF A SURVEY CONDUCTED ON THE GROUND UNDER MY SUPERVISION.

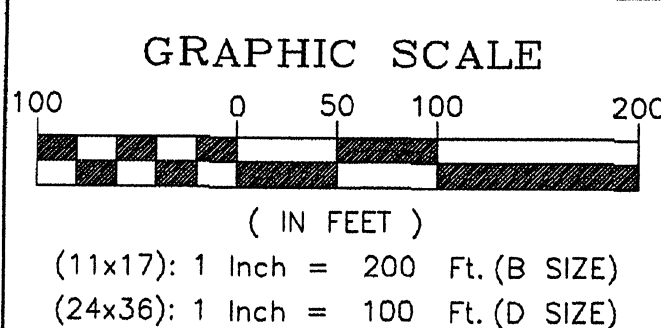
THIS 21st DAY OF FEBRUARY 2019.

*Ricardo M. Villarreal* 2/21/19  
RICARDO M. VILLARREAL R.P.L.S. No. 6242-TEXAS



DRAWN BY: M.J.	CHECKED BY: R.M.V.
DRAWN DATE: 02-20-19	REVISED DATE:
FILE NAME:	JOB No.
STATUS:	AS-BUILT:
SCALE: (24"x36") SHEET	SCALE: (11"x17") SHEET
HOR: 1"=100' VER.	HOR: 1"=200' VER.
SHEET	1.0

**SURVEY OF**  
AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS.



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

## MEETS & BOUNDS FOR AN 8.87 ACRE TRACT

AN 8.87 ACRE (386,378.13 S.F.) TRACT OF LAND, SITUATED IN PORCION 3, ABSTRACT 233, WEBB COUNTY, TEXAS. BEING ALL OF LOTS 1, 2, 3 & 4, BLOCK 4, AND 0.68 ACRES (29,624.91 S.F.) OF ANAHUAC DRIVE OF THE PINTO VALLE INDUSTRIAL PARK, PHASE 1 AS RECORDED IN VOLUME 10, PAGES 19-22 OF THE WEBB COUNTY MAP RECORDS, TEXAS. THIS 8.87 ACRE TRACT OF LAND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS;

**BEGINNING** at a found ½" iron rod being the most southerly corner of the southwest corner clip of said Lot 1, for a point on the southerly boundary of this tract and the **TRUE POINT OF BEGINNING**;

**THENCE, S 67°59'30" W**, a distance of **100.00 FEET** to a found ½" iron rod being the southerly corner of the southeast corner clip of Lot 13, Block 3 of said Pinto Valle Industrial Park, for the most southeast corner hereof;

**THENCE, N 22°59'30" E**, along the boundary line of said Lot 13, a distance of **21.21 FEET** to a found ½" iron rod being the northerly corner of the southeast corner clip of said Lot 13, for a point of deflection left hereof;

**THENCE, N 22°00'30" W**, along the east boundary line of said Lot 13, a distance of **405.00 FEET** to a set ½" iron rod being the northeast corner of said Lot 13, also being the southeast corner of Lot 14, Block 3 of said Pinto Valle Industrial Park, for an exterior corner hereof;

**THENCE, N 67°59'22" E**, along existing City of Laredo limits, a distance of **70.00 FEET** to a found ½" iron rod being the northwest corner of said Lot 2, for an interior corner hereof;

**THENCE, N 22°00'30" W**, along the west boundary line of said Lots 3 & 4 passing a found ½" iron rod at a distance of 209.86 feet being the northwest corner of said Lot 3, and continue a total distance of **405.00 FEET** to a found ½" iron rod being the southerly corner of the northwest corner clip of said Lot 4, for a point of deflection right hereof;

**THENCE, N 22°59'30" E**, along the boundary line of said Lot 4, a distance of **21.21 FEET** to a found ½" iron rod being the northerly corner of the northwest corner clip of said Lot 4, for a point being on a curve having a radius of 1310.00 feet, a chord of N59°05'58"E-405.00 feet;

**THENCE**, along said curve being the north boundary line of said Lot 4, an arc length of **406.63 FEET** to a found ½" iron being the northeast corner of said Lot 4, for the northeast corner hereof;

**THENCE, S 22°00'30" E**, along the east boundary line of said Lots 1-4 and passing a found concrete monument at a distance of 482.60 feet being the southeast corner of Lot 3 also being an interior corner of said Pinto Valle Industrial Park, Phase 1 boundary, and continuing a total distance of **902.60 FEET** to a set ½" iron rod being the southeast corner of Lot 1, for the southeast corner hereof;

**THENCE, S 67°59'30" W**, along the south boundary line of said Lot 1, a distance of **400.13 FEET** to the point of beginning for this 8.87 acre tract of land, more or less.

Basis of Bearing according to Pinto Valle Industrial Park, Phase 1 as recorded in volume 10, pages 19-22 of the Webb County Map Records, Texas.



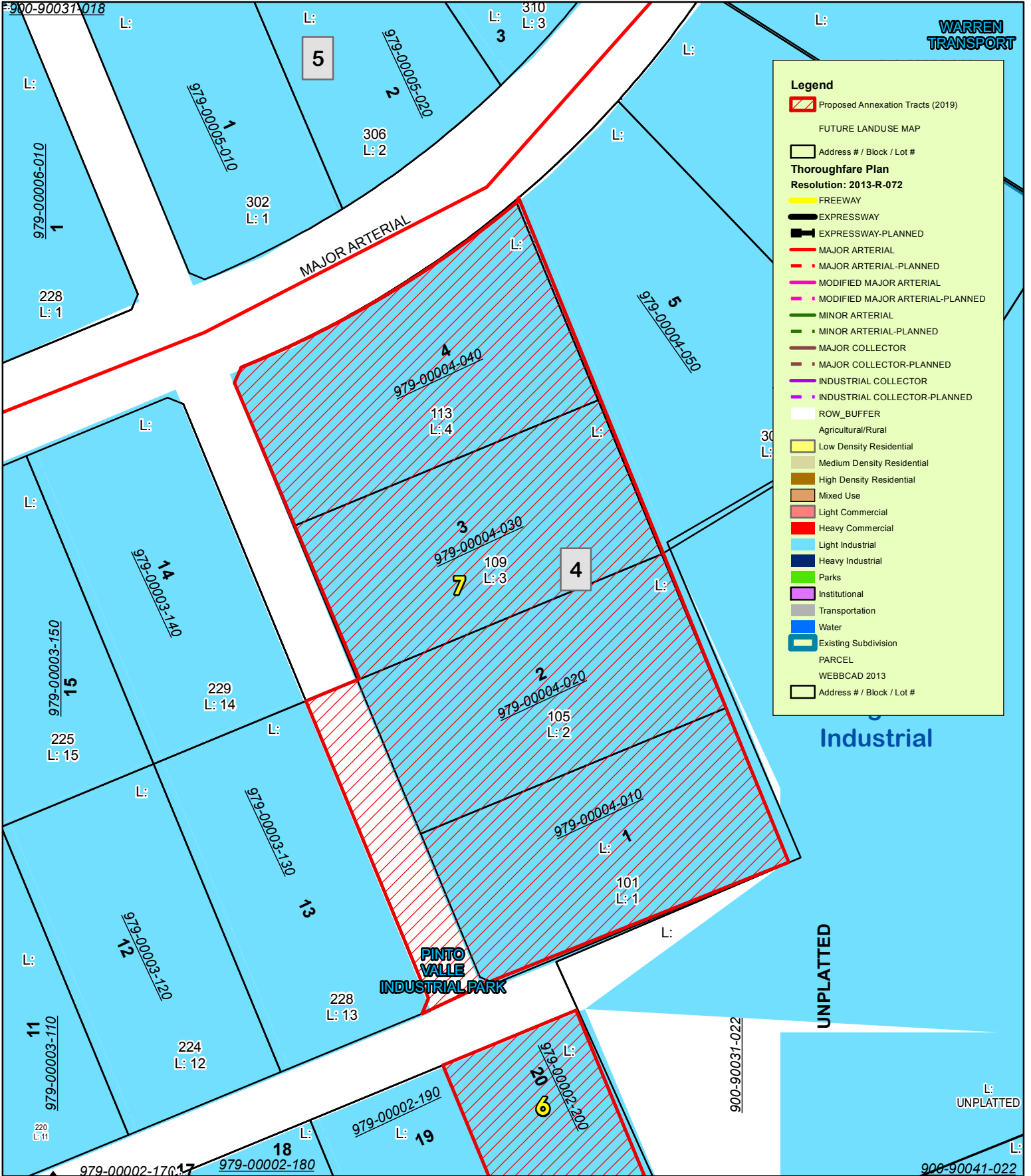
*Ricardo M. Villarreal*  
2/21/19

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

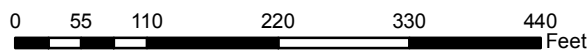
# COT PROPERTIES

HOWLAND

WARREN  
TRANSPORT



NORTH



**CITY OF LAREDO  
ANNEXATION AGREEMENT AND SERVICE PLAN  
TRACT 7  
COT PROPERTIES LLC TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.021 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Marcelino Flores, on behalf of the COT Properties LLC has filed a petition with the City of Laredo for the annexation of a 8.87 acre tract of land, said tract of land being more particularly described by metes and bounds on Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and COT Properties LLC being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 8.87 acres of land, more or less, belonging to COT Properties LLC.

**SERVICE PLAN**

A petition for annexation from Marcelino Flores, on behalf of the COT Properties LLC was received for property designated as "Tract 7 (COT Properties LLC Tract)" described by metes and bounds in Exhibit "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 6, 2019 and May 6, 2019. Public notice of the hearings was provided on April 21, 2019, not more than twenty or less than ten days before the hearing as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 0.55 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,019.00/lot (135 gpcd X 3.7 person/lot X \$2.04/gal)
Lots over 10,000 sqft	\$1,530.00/lot

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,020.00/lot
Lots 1 acre and Fraction:	\$1,530.00/acre

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,736.04/lot (100 gpcd X 3.7 person/lot X \$4.692/gal)
Lots over 10,000 sqft	\$2,040.00/lot



Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

**COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:**

Less than 5.0 acres	\$1,266.84/acre (15 people/ac. X 18 gallons/person/day X \$4.692 gallon=\$1,266.84)
More than 5.01 acres	\$1,530.00

Utilities Department will increase the cost per lot by adding the cost of living index from 2018 to the present at a rate of 2% per year.

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance

provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF LAREDO,  
a Texas Municipal Corporation**

By: \_\_\_\_\_  
**Robert A. Eads  
Co-Interim City Manager**

\_\_\_\_\_  
**Rosario C. Cabello  
Co-Interim City Manager**

**COT PROPERTIES LLC**

By: \_\_\_\_\_  
**Marcelino Flores  
Authorized Representative**

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Robert A. Eads, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Rosario C. Cabello, for and on behalf of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas \*  
County of Webb \*

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019 by Marcelino Flores on behalf of COT Properties LLC

\_\_\_\_\_  
Notary Public, State of Texas

**ORDINANCE NO. 2019-O-**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 8.87 ACRES, MORE OR LESS, LOCATED NORTH OF ANAHUAC DR. AND EAST OF PINTO VALLE DR., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 8.87 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Industrial District).

Section 4: Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

DRAFT

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Staff Source:** Cristian Rosas-Grillet, Assistant City Attorney

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**SUBJECT**

An Ordinance of the City of Laredo, Texas, providing regulations for the City Council community events; limiting the number of community events per fiscal year; requiring requests for community events to be submitted to the City Manager or designee in writing no later than thirty (30) days before the date of the event; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the City Council approved a motion directing staff to draft an ordinance limiting the number of community events per fiscal year and requiring that requests for community events be submitted not later than thirty (30) days before the event.

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council introduce this ordinance.

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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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**ORDINANCE NO. 2019-O-\_\_**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING REGULATIONS FOR THE CITY COUNCIL COMMUNITY EVENTS; LIMITING THE NUMBER OF COMMUNITY EVENTS PER FISCAL YEAR; REQUIRING REQUESTS FOR COMMUNITY EVENTS TO BE SUBMITTED TO THE CITY MANAGER OR DESIGNEE IN WRITING NOT LATER THAN THIRTY (30) DAYS BEFORE THE DATE OF THE EVENT; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code

**WHEREAS**, the City of Laredo hosts community events, including town halls and festivals for the greater good, cultural diversity and promotion of the City; and

**WHEREAS**, it is also recognized that the community events provide a venue for neighbors to get to know one another and helps bring strong and safe neighborhoods throughout the City; and

**WHEREAS**, community events often attract a large gathering of people, which may cause parking and traffic concerns, and the need to involve additional city services and personnel; and

**WHEREAS**, community events require careful and effective planning and coordination to provide necessary public health, safety and welfare services for the participants, and avoid undue disruption of ongoing business, recreational, social and other endeavors in the community; and

**WHEREAS**, the City Council finds that there is an increased number of demands upon city resources and personnel to hold these community events; and

**WHEREAS**, the City Council desires to provide guidance, appropriate limitations and uniform criteria for the processing of requests for community events to allow for proper allocation of city resources and personnel.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 23, Article I is hereby amended by adding a new Section 23-13 to read as follows:



## Section 23-13.- Community Events

(a) “Community Event” means a festival, celebration or gathering that involves the reservation and temporary use of all or a portion of a public park, park road, public street, or other city property that includes one or more of the following: entertainment, dancing, music or cultural exhibitions, the sale of merchandise, food or alcohol, or mass participation sports events that is sponsored by a member of the City Council; is promoted, produced, financed or conducted in part by the city, or partially supported with in-kind services provided by the City; and requires four or more Parks and Leisure Department employees. The term does not include ribbon cuttings and ground breakings.

(b) The City Manager or designee shall create a Community Events Calendar for each fiscal year beginning in October for the purpose of setting the City’s calendar for upcoming Community Events in the City.

(c) A written notice of intent to sponsor a Community Event shall be submitted to the City Manager or designee not later than thirty (30) days before the date of the proposed Community Event. Requests made within less than thirty (30) days of the Community Event shall not be considered. The request shall include the following information:

- (1) The date of the Community Event;
- (2) The designated area and facility desired for the Community Event;
- (3) A description of any equipment, special features such as fireworks or amusement rides, or other similar devices or attractions to be used, if any; and
- (4) An estimated budget for the Community Event and source(s) of funding.

(d) Requests for Community Events are subject to the availability of funding and the requested facilities.

(e) Each member of City Council may sponsor up to six (6) Community Events each fiscal year. Additional requests for Community Events are subject to the recommendation by the City Manager and approval by the City Council.

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** This Ordinance shall take effect immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.**

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

**ATTESTED:**

\_\_\_\_\_  
**JOSE A. VALDEZ, JR.**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

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

**BY: \_\_\_\_\_**  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Victor J. Linares, Building Director

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**SUBJECT**

Amending the City of Laredo Land Development Code Section 24.65.8 R-1A - single family reduced area district; section 24-77.1 dimensional standards section 24-77(8) front yard setbacks; through section 24-77(11) rear yard setbacks, and section 24.77.1 dimensional standards chart; providing for publication and effective date.

**PREVIOUS COUNCIL ACTION**

City Council approved dimensional chart on 11/22/1993 and amended on 2/05/2001 2001-O-036; amended on 9/15/2003 2003-O-217; amended 7/06/2004 2004-O=157; amended 2010-O-084; and amended 9/21/2015 2015-O-126

**BACKGROUND**

**City Council directed the Technical Review Board Ad-HOC Committee and the City Manager to direct city staff to review and recommend changes to the Laredo Development Code for purpose of revising the dimensional standards setback requirements; and any matters incident thereto on June 18, 2018.**

**COMMITTEE RECOMMENDATION**

The Technical Review Board Ad HOC Committee recommended changes to the dimensional standards chart, at the April 3, 2019 meeting.

**STAFF RECOMMENDATION**

Staff recommends approval for sections with Carports and Rear Setbacks and not the other sections.

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**Attachments**

CHART  
ordinance

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SECTION 24-77  
**DIMENSIONAL STANDARDS**  
 Section 24.77.1

Residential Districts												Non-Residential Districts											
AG	R-1	R-1A*	R-1MH* (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record ****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25	25
10	10	10	10	10	10	10	10	10	10	10	NA	Front Yard Setback ***	24.77.2	a*	25 f*	30 f*	a*	25 f*	25	25	25	25	25
20	20	20	10	20	20	20	20	20	20	20	NA	Front Yard Setback (corner ***)	24.77.2	a*	25 g*	30 g*	a*	25 g*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30 f*	a*	10	20 f*	10	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10 h*	b*	b*	b*	b*	b*	b*	b*
35 5	20 5	20 5	10	20 5	20 f*	20 f*	30 5	20 f*	20 f*	20 5	b*	Rear Yard Setback	24.77.2	b*	NA	20 f*	b*	b*	d*	b*	b*	b*	b*
												Minimum Lot Area											
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000					
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000					
					c*	c*	c*		c*			Multi-Family Residential		c*	c*		c*	c*					
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	Commercial		e*	e*	e*	e*	e*	10,000 e*	9,000 e*	30,000 e*	NA	
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100		
			100	100		120	100			85.72		Minimum Lot Depth											

**KEY**

a*
b*
c*
d*
e*
f*
g*
h*
±
**
***
****

The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.

Setbacks shall be **five feet (5'0") for single family residential use**, ten feet (10'0") **all other uses** or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.

The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.

Setbacks shall be **five feet (5'0") single family residential use** twenty feet (20'0") **all other uses** or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.

There are no lot area and lot frontage requirements for tracts intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water

**f\*** *Setbacks shall be ten feet (10'0") single family residential use*

**g\*** *Setbacks shall be twenty feet (20'0") single family residential use*

**h\*** *Setbacks shall be five feet (5'0") single family residential use or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.*

± *Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.*

\*\* *Lot Width measured at the building setback line.*

\*\*\* *New Residential Plats after MM/DD/YYYY*

\*\*\*\* *Less than 5,000 square feet.*

***All setbacks are subject to review at building permit plan review for increased setbacks due to any utilities, easements, minimum parking requirements and site visibility.***

**CITY OF LAREDO ORDINANCE NO. 2019-O-**

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE; SECTION 24.65.8 R-1A - SINGLE FAMILY REDUCED AREA DISTRICT; SECTION 24-77.1 DIMENSIONAL STANDARDS SECTION 24-77 (8) FRONT YARD SETBACKS; THROUGH SECTION 24-77 (11) REAR YARD SETBACKS, AND SECTION 24.77.1 DIMENSIONAL STANDARDS CHART; BY PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

**WHEREAS**, the Laredo Land Development Code currently provides standards and requirements regarding Setbacks and,

**WHEREAS**, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo; and,

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

**WHEREAS**, the Planning & Zoning Commission, after a public hearing on November 11, 2018 has recommended the City Council of the City of Laredo pass this amendment to the City of Laredo Land Development Code.; and,

**WHEREAS**, the City Council has held a public hearing on **January 22, 2019** on this amendment and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health safety and welfare.

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

**Section 1:** City of Laredo Land Development Code Section 24.77, entitled Dimensional Standards and City of Laredo Land Development Code Section 24.77.1, entitled Dimensional Standards Chart, is hereby amended to read as follows:

SECTION 24-65

SUPPLEMENTARY ZONING DISTRICT REGULATIONS

Section 24.65.8 R-1A - SINGLE FAMILY REDUCED AREA DISTRICT

(1) ~~The developer may elect to stagger the front yard setbacks. Should that option be chosen, then within ten consecutive lots at least one-third shall be set back between fifteen (15) feet and seventeen (17) feet; and another third between eighteen (18) feet and twenty (20) feet; and the remaining one-third between (21) feet and twenty three (23) feet. A development of less than 10 lots shall maintain a set back of not less than twenty (20) feet provided however that nNo front-loading garage shall be set back less than twenty (20) feet. In the event that front yards are staggered, rear yard set backs are hereby established as follows:~~

Front Yard- Setback (ft.)	Rear Yard- Setback- (ft.)
15	23
16	22
17	21
18	20
19	19
20	18
21	17
22	16
23	15

Section 24.65.9 R-1B - SINGLE FAMILY HIGH DENSITY DISTRICT

- (1) Only one single family site built dwelling per lot.
- (2) Prohibited uses include home occupations and chain link fencing visible from the street.
- (3) Not less than (3) three off-street parking spaces shall be required per lot.
- (4) The Board of Adjustment shall have no authority to grant variances to any additions.
- ~~(5) Shall be for new subdivision developments only.~~

SECTION 24-77

DIMENSIONAL STANDARDS

Section 24.77.2 SUPPLEMENTARY PROVISIONS

- (1) Where the rear yard of a commercial or industrial building abuts a public street or alley a rear yard setback of not less than ten (10) feet is required.
- (2) The minimum lot width shall be measured at the front building setback line. In no event shall the lot width at the property line be less than twenty-four feet.
- (3) In cases where the height of a proposed structure on a lot abutting a more restricted district is greater than that allowed in the more restricted district, then the minimum side and/or rear yard requirements for the structure in the less restricted district shall be increased by one foot for every two feet in height that the proposed structure exceeds the height requirement in the more restricted district up to a maximum of fifty feet ("50'-0").

(4) In the areas defined as the CBD (Central Business District) or the AE (Arts and Entertainment District), no front building set-back is required, provided however, that an eight foot (8'-0") unobstructed sidewalk shall be required for all new construction. Side or rear building setbacks shall not be required, except as required by Table 503 of the International Building Code.

(5) Minimum lot area and width applies to all conversions and new construction. Setback and off-street parking requirements shall be met in all cases. (AMENDED: Ordinance No. 86-O-078, 5/5/86)

(6) The Commission may modify the front and rear yard requirements of this ordinance, but only in the subdivision approval process, provided that all parking requirements are met.

(7) Height Requirements:

- (a) The height regulations prescribed herein shall not apply to television and radio towers, church spires, belfries, monuments, water tanks, chimneys, or smokestacks and flag poles.

(8) Front Yard Setback Requirements:

- (a) When existing buildings have been built closer to the front property line than the minimum requirements, a new building, or building extension may have a front yard setback requirement equal to the average depth of the existing structures along that block front, but not closer to the property line than fifty (50) percent of the front yard requirement of this Section.
- (b) A porch, ~~carport~~, or upper floor balcony, not enclosed (all three sides open with walls not higher than three (3) feet), or similar terraces, porches, balconies, or chimneys may project into the front yard but not closer to the front property line than fifty (50) percent of the front yard setback requirement of this Section. Residential use carports not enclosed (all sides open with walls not higher than three (3) feet) may extend up to the front property line measured vertically subject to easements, site visibility, minimum parking requirements and utilities.
- (c) Filling station pumps, pump islands, and accessory buildings may be located within a required yard provided they are not less than fifteen (15) feet from any street right-of-way line. Filling station pumps and pump islands shall not be closer than one hundred (100) feet from any residential district. The requirements of this subsection shall apply within the AE (Arts and Entertainment District) and the CBD (Central Business District).

(9) Side Yard Setback Requirements

~~(a) No accessory buildings shall be located less than two and one-half (2 1/2) feet from the side lot line.~~

~~(a)(b) A carport, canopy, awning, other window shading, roof eaves or upper floor balcony, may extend into the required side yard if it is unenclosed and not less than two and one-half (2 1/2) feet from any side lot line.~~ Outside unenclosed stairways, enclosed porches, chimneys, or other solid projections shall not be located less than five (5) feet from the side lot line.

(10) No garage or carport which receives access from the side yard on any corner lot shall be located less than twenty feet (20'-0") from the property line.

(11) Rear Yard Setback Requirements

(a) Residential garages which are accessed from an alley located along the rear of the property shall be not less than eighteen (18) feet from the alley. ~~No accessory building shall be less than two and one-half (2 1/2) feet from the rear property line.~~

~~(b) A porch, carport, or upper floor balcony, not enclosed (all sides open with walls not higher than three (3) feet), or similar terraces, porches, balconies, or chimneys may project into the rear yard but not closer to the rear property line than fifty (50) percent of the rear yard setback requirement of this Section.~~

~~(c) Fire escapes and outside unenclosed stairways may project up to five (5) feet into a rear yard requirement.~~

(12) Development requirements pertaining to land near existing oil and gas wells and related storage facilities. No structure, including any public or private parking areas, shall be located within two hundred (200) feet from the vicinity of any existing wellhead or related facility used for the storage of oil, natural gas, or hydrocarbons. For all transmission lines of four (4) inches and greater in diameter, a fifty (50) feet no build zone shall be required and shall be based on a twenty-five (25) feet center line from the outermost edge of the transmission lines.

SECTION 24-93

SPECIAL USE PERMITS

Section 24.93.2 MANUFACTURED HOUSING PARK

(b) DESIGN STANDARDS



- (5) Each manufactured housing unit shall have a dedicated space of not less than ~~3,500~~ 3,000 square feet. ~~for single wide units and 4,500 for double wide units.~~ Smaller spaces may be allowed with the approval of the Planning & Zoning Commission and the City Council, provided however, that spaces which do not meet the area requirements are specifically limited to units which meet all setback and building code requirements. Recreation camps included in a Special Use Permits shall have not less than 500 feet of dedicated space per camping unit.

DRAFT

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ -DAY OF \_\_\_\_\_, 2019.**

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

ATTEST:

\_\_\_\_\_  
JOSE A VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

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

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, Director of Community Development; Gracie Briones Parks and Recreation

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**SUBJECT**

Authorizing the Co-Interim City Manager's to convey an Easement and Right of Way to AEP TEXAS INC., for a six (6) foot wide tract of land for an electrical easement containing 736.20 sq. ft., being out of Lot No. 1, Lot 2, and the Western 29 ft. from Lot 3, out of Block 792 Eastern Division, as recorded in Volume 7, Page 15, Webb County, Texas; said 736.20 sq. ft. tract of land being more particularly described by Metes and Bounds as described by on Exhibit "A", attached hereto and providing for an effective date.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The property formally known as the Canseco house experienced an electrical transformer blowout that resulted in a loss of electrical power to the house and surrounding area, creating a safety hazard and nuisance to the public and staff that works in and around the area. AEP has conducted an on site analysis and determined a need to update an antiquated system, remove and install electrical poles and install new materials. This analysis resulted in the need to obtain and grant proper easement and right of way to AEP TEXAS INC., to respond to the electrical power loss. AEP TEXAS INC., will remove any obstructions and/or weathered existing poles to install new poles and materials.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of Introductory Ordinance as presented.

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Fiscal Impact.

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No Financial Impact.

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**Attachments**

Introductory Ordinance

Exhibit A

AEP Easement and ROW

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**INTRODUCTORY ORDINANCE NO. 2019-O-**

**AUTHORIZING THE CO-INTERIM CITY MANAGER'S TO CONVEY AN EASEMENT AND RIGHT OF WAY TO AEP TEXAS INC., FOR A SIX (6) FOOT WIDE TRACT OF LAND FOR AN ELECTRICAL EASEMENT CONTAINING 736.20 SQ. FT., BEING OUT OF LOT NO. 1, LOT 2, AND THE WESTERN 29 FT. FROM LOT 3, OUT OF BLOCK 792 EASTERN DIVISION, AS RECORDED IN VOLUME 7, PAGE 15, WEBB COUNTY, TEXAS; SAID 736.20 SQ. FT. TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS DESCRIBED BY ON EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, AEP Texas Inc. requests an easement and right of way for electrical distribution lines, overhead power lines, wire circuits, underground cables, transformers and all necessary or desirable appurtenances through the site owned by the City which site will be used for the installation of permanent electrical facilities for the enhanced lighting for electrical improvements of the structure and agriculture area; and

**WHEREAS**, this permanent easement and right of way request as shown in Exhibit "A" will address the safety, nuisance and improve the overall conditions of the surrounding area; and

**WHEREAS**, it is necessary and in the public interest and welfare that the City convey the easement to AEP Texas Inc., in the form and content attached as Exhibit "A".

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

1. The Co-Interim City Manager(s) are hereby authorized to convey to AEP Texas Inc., a perpetual easement and right of way for the installation of permanent electrical poles and materials needed in and around the structure and garden area in providing lighting enhancement and safety by providing service of electricity on site; and the form of such easement is attached as Exhibit "A".
2. This Ordinance shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR** on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
City Secretary

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

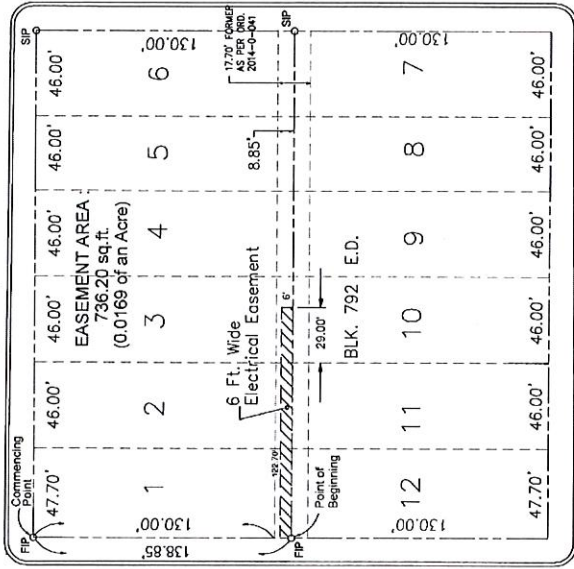
APPROVED AS TO FORM:

KRISTINA LAUREL HALE  
CITY ATTORNEY

By:\_\_\_\_\_  
XAVIER CHARLES  
ASSISSTANT CITY ATTORNEY

CHIHUAHUA ST.  
(55.55' R.O.W.)

LORING AVRE



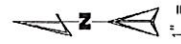
SEYMOUR AVE.

ROSARIO ST.

LEGEND:  
 % SET IRON PIN  
 % FOUND IRON PIN  
 % PK NAIL

References Monuments:  
 The bearing for this survey were based by taking the west right-of-way line of Seymour Ave. as true north.

References Monuments:  
 Iron Pin on northwest corner of Lot 1, Block 792, E.D.  
 Iron Pin on southwest corner of Lot 1, Block 792, E.D.



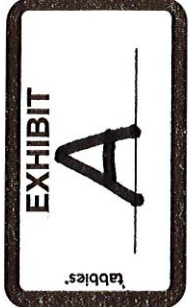
SCALE : 1" = 60'

**SURVEY**  
of

A 736.20 sq.ft. (0.0169 of an Acre) Tract of Land, Out of Lots No. 1, 2 and 3 of Block No. 792, in the Eastern Division City of Laredo Webb County, Texas.

BY :	DATE :
E. Romero	09-18-18
G. Martinez, P.E.	09-18-18

**CITY OF LAREDO**  
 ENGINEERING DEPARTMENT  
 1110 HOUSTON ST. LAREDO, TX. 78040





# CITY OF LAREDO

## ENGINEERING DEPARTMENT

### A 736.20 SQ. FT. TRACT OF LAND FOR A 6 FOOT WIDE ELECTRICAL EASEMENT

A 6-foot wide tract of land for an electrical easement containing 736.20 sq. ft., being out of Lot No. 1, Lot 2, and the western 29 ft. from Lot 3, out of Block 792 Eastern Division, as recorded in Volume 7, page 15, Webb County, Texas; said 736.20 sq. ft. tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin at the northwest corner of said Block 792, Eastern Division, also being the northwest corner of said Lot No. 1.

**THENCE, SOUTH**, along the west boundary line of said Block No. 792, a distance of 138.85 feet to a found iron pin being the southwest corner of said Lot 1, also being the southwest corner and **POINT OF BEGINNING** for this tract of land herein described;

**THENCE, NORTH**, along the western boundary line of Lot 1, same being the west boundary line of this tract of land, a distance of 6.00 feet to a point, for the northwest corner of this tract of land;

**THENCE, EAST**, along the north boundary of this tract of land, a distance of 122.70 feet to a point located 29.00 feet east of the western boundary line of Lot No. 3, and 6.00 feet north of the southern boundary line of same Lot No. 3, for the northeast corner of this tract:

**THENCE, SOUTH**, a distance of 6 feet to a point along the south boundary line of Lot No. 3, for the southeast corner of this tract;

**THENCE, WEST**, along the south boundary of this tract, and along the south boundary lines of Lot. Numbers 3, 2, and 1, a distance of 122.70 feet to point, for the southwest corner of this tract, and the **POINT-OF-BEGINNING** of this Tract of Land, containing 736.20 sq. ft. (0.0169 of an acre), in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on September 18<sup>th</sup>, 2018.

**WITNESS MY HAND AND SEAL THIS 18th DAY OF SEPTEMBER, 2018.**

ROGELIO RIVERA, P.E., CITY ENGINEER  
R.P.L.S. Texas No. 3052





CP 460-OH/UG Rev (04/18)  
Town: Laredo  
Submitted by: RAP/GO

WR# 71573837

### EASEMENT AND RIGHT OF WAY

**CITY OF LAREDO, A MUNICIPAL CORPORATION**, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

SEE EXHIBIT "A", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the “Easement Area”)

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**[Rest of this page intentionally left blank-Signature page follows]**

CITY OF LAREDO,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Rosario Cabello, Co-Interim City Manager

By: \_\_\_\_\_  
Robert A. Eads, Co-Interim City Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Xavier Charles, Assistant City Attorney

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rosario Cabello, Co-Interim City Manager of the City of Laredo and Robert A. Eads, Co-Interim City Manager of the City of Laredo.

\_\_\_\_\_  
Notary Public, State of Texas

(Seal)



# CITY OF LAREDO

## ENGINEERING DEPARTMENT

### A 736.20 SQ. FT. TRACT OF LAND FOR A 6 FOOT WIDE ELECTRICAL EASEMENT

A 6-foot wide tract of land for an electrical easement containing 736.20 sq. ft., being out of Lot No. 1, Lot 2, and the western 29 ft. from Lot 3, out of Block 792 Eastern Division, as recorded in Volume 7, page 15, Webb County, Texas; said 736.20 sq. ft. tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin at the northwest corner of said Block 792, Eastern Division, also being the northwest corner of said Lot No. 1.

**THENCE, SOUTH**, along the west boundary line of said Block No. 792, a distance of 138.85 feet to a found iron pin being the southwest corner of said Lot 1, also being the southwest corner and **POINT OF BEGINNING** for this tract of land herein described;

**THENCE, NORTH**, along the western boundary line of Lot 1, same being the west boundary line of this tract of land, a distance of 6.00 feet to a point, for the northwest corner of this tract of land;

**THENCE, EAST**, along the north boundary of this tract of land, a distance of 122.70 feet to a point located 29.00 feet east of the western boundary line of Lot No. 3, and 6.00 feet north of the southern boundary line of same Lot No. 3, for the northeast corner of this tract:

**THENCE, SOUTH**, a distance of 6 feet to a point along the south boundary line of Lot No. 3, for the southeast corner of this tract;

**THENCE, WEST**, along the south boundary of this tract, and along the south boundary lines of Lot. Numbers 3, 2, and 1, a distance of 122.70 feet to point, for the southwest corner of this tract, and the **POINT-OF-BEGINNING** of this Tract of Land, containing 736.20 sq. ft. (0.0169 of an acre), in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on September 18<sup>th</sup>, 2018.

**WITNESS MY HAND AND SEAL THIS 18th DAY OF SEPTEMBER, 2018.**

ROGELIO RIVERA, P.E., CITY ENGINEER  
R.P.L.S. Texas No. 3052





**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario C. Cabello, Interim Co-City Manager

**Staff Source:** Homero Vazquez-Garcia, I.S.T. Director

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**SUBJECT**

Authorizing the Co-Interim City Managers to execute a License Agreement between the City of Laredo (“Licensor”) and Branch Towers III, LLC, a Delaware limited liability company (“Licensee”) for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas for the construction of a 120’ monopole, installation of an equipment building and related communication facilities.

Term of the license is five (5) years, with five (5) successive renewal terms of five (5) years. Annual base rent shall be \$25,000.00, with a three percent (3%) increase on each anniversary of the commencement date; and providing for effective date.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

This License Agreement is for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas, as more fully described in Exhibit “A” of License Agreement, for the construction of a 120’ monopole, installation of an equipment building and related communications facilities, more fully described in Exhibit “B” of the License Agreement, for use in connection with its communications business. T-Mobile will be the anchor tenant at this location. This License Agreement includes revenue sharing of \$7,200.00 annual per additional collocator on the tower.

Staff has proposed the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of city property, water tanks and other structures.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 101-0000-361-2006  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Rent will be credited to General Fund - Telecommunications Rentals line item #101-0000-361-2006.

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**Attachments**

CC-EI Eden  
Ordinance-EI Eden  
EI Eden Agreement

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## COUNCIL COMMUNICATION

<b>DATE:</b>  05/06/19	<b>SUBJECT: INTRODUCTORY ORDINANCE</b>  Authorizing the Co-Interim City Managers to execute a License Agreement between the City of Laredo (“Licensor”) and Branch Towers III, LLC, a Delaware limited liability company (“Licensee”) for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas for the construction of a 120’ monopole, installation of an equipment building and related communication facilities. Term of the license is five (5) years, with five (5) successive renewal terms of five (5) years. Annual base rent shall be \$25,000.00, with a three percent (3%) increase on each anniversary of the commencement date; and providing for effective date.
<b>INITIATED BY:</b> Rosario C. Cabello Interim Co-City Manager	<b>STAFF SOURCE:</b> Homero Vazquez-Garcia I.S.T. Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b>  This License Agreement is for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas, as more fully described in Exhibit “A” of License Agreement, for the construction of a 120’ monopole, installation of an equipment building and related communications facilities, more fully described in Exhibit “B” of the License Agreement, for use in connection with its communications business. T-Mobile will be the anchor tenant at this location. This License Agreement includes revenue sharing of \$7,200.00 annual per additional colocator on the tower.  Staff has proposed the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of city property, water tanks and other structures.	
<b>FINANCIAL IMPACT:</b> The city will receive an annual rent of \$25,000.00 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund-Telecommunications Rentals line item #101-0000-361-2006.	
<b>RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.

ORDINANCE 2019-O-\_\_\_\_

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF LAREDO (“LICENSOR”) AND BRANCH TOWERS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LICENSEE”) FOR GROUND SPACE AT EL EDEN RECREATION CENTER LOCATED AT 4735 LOMA VISTA DRIVE, LAREDO, WEBB COUNTY, TEXAS FOR THE CONSTRUCTION OF A 120’ MONOPOLE, INSTALLATION OF AN EQUIPMENT BUILDING AND RELATED COMMUNICATION FACILITIES.**

**TERM OF THE LEASE IS FIVE (5) YEARS, WITH FIVE (5) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS. ANNUAL BASE RENT SHALL BE \$25,000.00, WITH A THREE PERCENT (3%) INCREASE ON EACH ANNIVERSARY OF THE COMMENCEMENT DATE; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS, staff recommends that the City Council approve the proposed License Agreement between the City of Laredo (“Licensor”) and Branch Towers III, LLC, a Delaware limited liability company (“Licensee”) for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas for the construction of a 120’ monopole, installation of an equipment building and related communication facilities.**

**WHEREAS, the Information Services and Telecommunications Department finds that said agreement 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.** Authorizing the Co-Interim City Managers to execute a License Agreement between the City of Laredo (“Licensor”) and Branch Towers III, LLC, a Delaware limited liability company (“Licensee”) for ground space at El Eden Recreation Center located at 4735 Loma Vista Drive, Laredo, Webb County, Texas for the construction of a 120’ monopole, installation of an equipment building and related communication facilities.



**Section 2.** Term of the License Agreement is five (5) years, with five (5) successive renewal terms of five (5) years. Annual base rent shall be \$25,000.00, with a three percent (3%) increase on each anniversary of the commencement date; and providing for effective date.

**Section 3.** This Ordinance shall become effective upon passage hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS THE \_\_\_\_ DAY OF MAY 2019.**

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PETE SAENZ  
MAYOR

**ATTEST:**

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

**APPROVED AS TO FORM:**

KRISTINA LAUREL HALE  
CITY ATTORNEY

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BY: CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY

**LICENSE AGREEMENT**  
**BETWEEN**  
**THE CITY OF LAREDO**  
**AND**  
**BRANCH TOWERS III, LLC**  
**FOR**  
**ELEDEN PARK**

**DATED**

## OPTION LICENSE AGREEMENT

This Communications Site License Agreement (“License”) is made as of \_\_\_\_\_ 20\_\_ (“Effective Date”), by and between the City of Laredo (“Licensor”), a Texas municipality, and Branch Towers III, LLC, a Delaware limited liability company, (“Licensee”), with its principal place of business at 1516 South Boston Avenue, Suite 215, Tulsa Oklahoma 74119. Licensor, Licensee and any permitted Sublicensees as provided for in Section 4 are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

#### 1. Premises & Grant of Authority.

1.1 Licensor is the record owner of a piece of real property generally located at 4735 Loma Vista Drive, Laredo, Texas, Assessor’s Parcel Number 275504, legally described in Exhibit “A.” (“Property”). Licensor licenses to Licensee the property legally described in Exhibit “B” along with any necessary access rights, which are clearly and particularly depicted on Exhibit “B” attached hereto and incorporated herein by reference. The property legally described in Exhibit “B” shall be hereinafter be referred to as “The Premises” or “Premises.”

1.2 Subject to the terms and conditions of this License, Licensor grants to Licensee the Premises so that Licensee, at its sole cost and expense, may construct and operate a wireless communications tower, including all necessary electrical equipment as further described in the engineered drawings found in Exhibit “B” and a list of equipment outlined on Exhibit “C.” The tower and all necessary equipment as depicted in drawings pre construction and by photographs to demonstrate the tower and equipment as built shall be attached hereto as Exhibit “B” and shall hereinafter be referred to as “Facilities.”

1.3 All Parties acknowledge that Licensor, in executing this License, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this License as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.4 All Parties further acknowledge that Licensee shall install and operate the wireless communications tower in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

(a) Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities.

#### Term.

1.5 The initial term of this License shall be five (5) years (the “Initial Term”), commencing on the earlier of (i) the date Licensee notifies Licensor in writing that Licensee has waived its right to terminate this License pursuant to Section 4 below; (ii) the date Licensee commences construction or installation of its Facilities on the Premises, or (iii) the first day after expiration of the "Due Diligence

Period" under Section 5 (such earlier date being the "Commencement Date"). The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date. This License will automatically renew for five (5) additional terms of five (5) years each unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the Initial Term or Renewal term.

1.6 Each Renewal Term shall be based on the same terms and conditions as set forth herein.

1.7 If Licensee shall remain in possession of the Premises at the expiration of the initial term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 250% of the License Fees in effect at the expiration of this Agreement. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

## 2. License Fee.

2.1 From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Twenty Five Thousand Dollars (\$25,000.00) ("License Fee") The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License. All sums payable by Licensee under this License, whether or not stated to be License fees or additional License fees, shall be collectible by Licensor as License fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License fees (without prejudice to any other right or remedy available therefor).

2.2 Simultaneously with the execution of this License by Licensee, Licensee has paid to Licensor, and Licensor hereby acknowledges receipt of, a commitment deposit in the amount equal to 25% of the first year's rent under this License (the "Commitment Deposit"). Upon the commencement of the term of this License, the Commitment Deposit shall be applied to the License Fee hereunder and the remainder owed for the first year shall be immediately due and payable. Otherwise, the Commitment Deposit shall be retained by Licensor to offset expenses it has incurred in preparing and negotiating this Agreement.

2.3 Lessee intends to sublease space on the Communication Facility to third party collocator(s) ("**Collocator**"). The first Collocator shall be referred to as the Anchor Tenant. Lessor shall be entitled to an additional Six Hundred and NO/100 Dollars (\$600.00) in monthly rent for each additional Collocator (2nd, 3<sup>rd</sup> 4<sup>th</sup>, etc.) ("**Collocator Fee**") after the initial installation of the Anchor Tenant (first Collocator). The Collocator Fee shall increase on an annual basis at the same rate as provided by Section 2.1 above.

2.4 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

2.5 Should Licensee fail to vacate and return the premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

### **3. Assignment or Subletting.**

3.1 Licensee shall not assign this License without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion,. However, Licensee shall be permitted to assign or transfer this Lease to a party acquiring substantially all of the assets of Licensee so long as the assignee or transferee, as applicable, agrees to be bound by the terms and conditions of this Lease and has a net worth (as defined by GAAP) equal to or greater than Licensee. After delivery by Licensee to Licensor of an instrument of assumption by an assignee that assumes all of the obligations of Licensee under this License, Licensee will be relieved of all liability hereunder except where terms are extended beyond the termination date.

3.2 Licensor may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises, and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease.

3.2 As provided in Section 2.2, Licensee may sublicense the Premises to any qualified third party communications provider consistent with this License. Prior to doing so, Licensee shall notify Licensor. Moreover, in the event that such sublicensee requires additional ground space outside of the Premises, said Sublicensee (Subleasee) shall enter into a separate license with Licensor to do so or this License may be amended to provide for such additional space.

### **4. Due Diligence Period.**

4.1 From and after the Date of this License through and including the date which is One Hundred and Eighty (180) days after the Date of this License (the "Due Diligence Period"), which may be extended by mutual agreement between the Licensor and Licensee, Licensee and its agents, engineers, contractors and other representatives, in accord with the notice requirements of Section 15 below, shall have the right to enter upon the Property, upon prior notice to Licensor, to inspect, examine, sample and conduct all engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Licensee's Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those things on the Property that, in the opinion of Licensee, are necessary to determine the physical condition of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee, at its own cost and expense, (1) shall repair any damage caused by such examination or inspection and restore the Property to its condition prior to such testing, and (2) shall provide Licensor with an insurance certificate, with limits of coverage and from an insurer licensed to do business in the state and reasonably satisfactory to Licensor, naming the Licensor as an additional insured for any loss, damage, claims or liability suffered by Licensor, or by or to any portion of the Property resulting from any of the activities permitted in this Section 4 (such insurance certificate to be provided to Licensor prior to the commencement of any such activities).

4.2 Licensee shall not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. If, in the sole and absolute opinion of Licensee, the Premises are not suitable for Licensee's intended use, or Licensee determines that the operation of a communications facility on or within the Premises would not be in Licensee's best interests, Licensee shall have the right

at any time prior to the expiration of the Due Diligence Period to terminate this License by sending written notice of termination to Licensor. In the event of such termination, Licensor shall retain the Commitment Deposit as consideration for Licensee's right to terminate. Thereafter, neither Licensor nor Licensee shall have any further obligation or liability under this License except as otherwise provided herein. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any inspection of the Premises by Licensee and its agents, engineers, contractors and other representatives during the Due Diligence Period, excluding, however, any liability arising from any pre-existing condition.

## **5. Interference.**

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other Licensees or licensees in and/or on the Property as of the date of this Agreement including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any Licensees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future Licensee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future Licensee, licensee or occupant, subject, however, to the provisions of Section 5.3. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install

equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

## **6. Improvements & Utilities.**

6.1 Prior to installing or allowing any Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities. The Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 15 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property) against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of this License, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of twenty-five (25) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

## **7. Relocation.**

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and



relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the License will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

## 8. **Technical Standards.**

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations .

## 9. **Access.**

9.1 Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. Initial rules and regulations are attached as Exhibit D and incorporated by this reference. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

## 10. **Events of Default.**

10.1 It shall be an Event of Default if any one or more of the following events shall occur:

10.2 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

10.3 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.4 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(a) Following ten (10) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the

term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

(b) Whether or not Licensor has elected to recover sum set forth in (a) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

(c) Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

(d) In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

## 11. **Termination.**

11.1 Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee or Licensor in the following circumstances:

(a) After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee);

(b) After the Commencement of the License and upon ninety (90) days prior written notice, and upon payment to Licensor a termination fee equal to (1) one year's License Fee at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

(c) Upon one (1) year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

(d) Upon one (1) year's written notice by Licensor to Licensee, if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance. In the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

(e) Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

## **12. Casualty and Condemnation.**

12.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 13.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

## **13. Taxes.**

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

## **14. Insurance, Release and Hold Harmless.**

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

14.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

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

14.4 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;

14.5 “All-risk” property insurance insuring the Facilities and its appurtenant personal property for full replacement costs.

14.6 Builders Risk coverage (if applicable) as follows:

(a) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. The deductible shall not exceed \$5,000.

14.7 Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

14.8 With reference to the foregoing insurance requirement, the Licensee shall specifically endorse applicable insurance policies as follows:

- a) Licensor shall be named as an additional insured with respect to General Liability, Automobile Liability, and Builders’ Risk.
- b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- c) A waiver of subrogation in favor of Licensor shall be contained in the Workers’ Compensation and all liability policies.
- d) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.
- e) All insurance policies shall be endorsed to the effect that Licensor will receive at least thirty-(30) days' notice prior to cancellation or non-renewal of the insurance.
- f) All insurance policies, which name Licensor as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

- g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- h) Licensee may maintain reasonable and customary deductibles, subject to approval by Licensor.
- i) Insurance must be purchased from insurers that are financially acceptable to Licensor.
- j) Unless approved in writing by Licensor, Licensee shall place the Required Insurance with a current A.M. Best rating of at least A minus.
- k) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - b. Shall specifically set forth the notice-of-cancellation or termination provisions to Licensor.
  - c. Upon request, Licensee shall furnish Licensor with certified copies of all insurance policies.

14.9 Any Subcontractor(s) hired by the Licensee shall maintain insurance coverage equal to that required of the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

14.10 Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 15.

14.11 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

(a) any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

(b) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;

(c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

(d) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

14.12 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

**15. Notices.**

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

**If to Licensor:**

City of Laredo, Texas, to:  
Attn: I.S.T. Director  
1102 Bob Bullock Loop  
Laredo, Texas 78043

With a required copy sent to:

Best Best & Krieger LLP  
Attn: Mr. Gerard Lavery Lederer  
2000 Pennsylvania Avenue, NW  
Suite 5300  
Washington, DC 20006

**If to Licensee, to:**

Branch Communications, LLC  
7335 South Lewis Avenue, Suite 300  
Tulsa, OK 74136  
Attention: Lease Administration

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.2 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**16. Quiet Enjoyment, Title and Authority.**

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

**17. Hazardous Substances.**

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensors or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at 918-949-4551 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Use of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Premises as defined herein, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within Premises. The failure to disclose in a timely manner the release of a Hazardous Substance shall be a breach of this License by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Substances to the extent released by Licensee on, under, about or within Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Substances used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances in violation of applicable laws placed on, under, about or within Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate this License or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of this License, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Substances.

17.8 The terms of this Section 18 shall survive the expiration or earlier termination of this License.

## **18. Assignment to Affiliate.**

18.1 Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" of Licensee upon written notification of Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by



Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

**19. Successors and Assigns.**

19.1 This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**20. Previous Licenses.**

20.1 In the event there is an existing license between Licensee and Licensor (or its predecessor-in-interest) covering the Premises, it is agreed and understood that this License shall cancel, supersede and terminate said prior license as of the Effective Date of this License.

**21. Waiver of Licensor's Lien.**

21.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

**22. Miscellaneous.**

22.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

22.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

22.3 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

22.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation

asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

22.5 Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement. A draft Memorandum of Agreement is attached hereto as Exhibit F

22.6 This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

22.7 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

### **23. Mortgage Subordination.**

23.1 This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any Licensor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

### **24. RF Signage and Notices.**

24.1 Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted Sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html> )

24.2 To assist Licensee and any permitted Sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA – The Wireless Infrastructure Association's Technical Council.

25. **Amendments.**

25.1 The provisions of this License may be amended only by mutual written consent of the Parties.

26. **No Relocation Assistance.**

27. Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of this License **Time.**

27.1 Time is of the essence of this License.

**[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this License as of the date aforesaid.

**LICENSOR: CITY OF LAREDO, TEXAS**

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

Rosario C. Cabello, Interim Co-City Manager

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

Robert A. Eads, Interim Co-City Manager

Date: \_\_\_\_\_

**LICENSEE: BRANCH TOWERS III, LLC**

**A Delaware limited liability company**

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

Printed Name: Curtis Branch

Title: President and CEO and Manager

Date: \_\_\_\_\_

*Attest:*

Jose A. Valdez, Jr.

\_\_\_\_\_

City Secretary

*Approved as to Form:*

Kristina Laurel Hale  
City Attorney

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

Cristian Rosas-Grillet  
Assistant City Attorney

**IN WITNESS WHEREOF**, the parties hereto have executed this License as of the date aforesaid.

**LICENSOR: CITY OF LAREDO, TEXAS**

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

Rosario C. Cabello, Interim Co-City Manager

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

Robert A. Eads, Interim Co-City Manager

Date: \_\_\_\_\_

**LICENSEE: BRANCH TOWERS III, LLC**

**A Delaware limited liability company**

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

Printed Name: Curtis Branch

Title: President and CEO and Manager

Date: \_\_\_\_\_

*Attest:*

Jose A. Valdez, Jr.

\_\_\_\_\_  
City Secretary

*Approved as to Form:*

Kristina Laurel Hale  
City Attorney

By: \_\_\_\_\_  
Cristian Rosas-Grillet  
Assistant City Attorney

**EXHIBIT "A"**  
**PROPERTY**

The Surface Only to all of Lot Twelve (12), Block one (Blk. 1) of the Eleden B.P. Newman Park Plat Subdivision, a subdivision in Laredo, Webb county, Texas, as per subdivision plat recorded in Volume 22, Page 50, of the Plat Records of Webb County, Texas.

The street address of the Property is: 4735 Loma Vista Drive, Laredo, TX 78046

The Assessor's Parcel Number is: 275504

**EXHIBIT “B”**  
**PREMISES**

THIS EXHIBIT SHALL CONTAIN A SURVEYED DRAWING OF THE TOWER AND ANY SUPPORT STRUCTURES, WITH LICENSEE HAVING THE OBLIGATION TO PROVIDE AN AS-BUILT DRAWING AND PHOTOS WITHIN 1 MONTH OF COMPLETION.

The Premises shall consist of the following:

1. Ground space measuring approximately 60’ in length by 40’ in width.

***40’ X 60’ LEASE AREA (AS-SURVEYED)***

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8” rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1 of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54’58” E along said right-of-way a distance of 45.08 feet to a 3/8” rebar found at the southeast corner of said Lot 14; thence N 44°28’27” E a distance of 199.11 feet to a 5/8” rebar set and the Point of Beginning; thence N 00°22’48” W a distance of 60.00 feet to a 5/8” rebar set; thence N 89°37’08” E a distance of 40.00 feet to a 5/8” rebar set; thence S 00°22’48” E a distance of 60.00 feet to a 5/8” rebar set; thence S 89°37’08” W a distance of 40.00 feet to the Point of Beginning. Said above described Lease Area contains 2,400.0 square feet or 0.06 acres, more or less.

***30’ INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)***

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8” rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1 of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54’58” E along said right-of-way a distance of 45.08 feet to a 3/8” rebar found at the southeast corner of said Lot 14; thence N 44°28’27” E a distance of 199.11 feet to a 5/8” rebar set; thence N 00°22’48” W a distance of 15.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width lying 15 feet each side of the following described centerline; thence S 89°37’08” W a distance of 235.02 feet, more or less, to the east right-of-way line of Loma Vista Drive and Point of Ending. Said above described Easement contains 7,050.7 square feet or 0.16 acres, more or less.

**EXHIBIT “C”**

**COMMUNICATIONS EQUIPMENT**

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

<u>Antennas</u>	<u>Number</u>	<u>Type</u>
AAFIA/Commscope/Andrew	3	Massive MIMO/FFHH-65C-R3
HCS Hybrid Cable	2	Commscope
RRUs (Remote Radio Units)	9	Nokia



## **EXHIBIT “D”**

1. Licensee shall call Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000 no less than 48 hours before commencing any work on their equipment at the Premises.
2. Licensee shall also send notification 48 hours before commencing work at the Property by email to the following people:
  - Ramon Chavez (rchavez@ci.laredo.tx.us)
  - Graciela S. Briones (gbriones@ci.laredo.tx.us)
  - Anita O. Stanley (astanley@ci.laredo.tx.us)
  - Arturo Gavilanes (agavilanes@ci.laredo.tx.us)
3. Licensee shall call Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000 when their work is completed and ready for inspection before they leave the Property.
4. The Licensor shall arrange for an inspector to review the work to ensure that changes made by the Licensee do not affect Licensor equipment. Licensee shall make any changes required by the inspector at its sole cost and expense, including all applicable inspection and permit fees.
5. Licensee’s (or its agents’) construction trailers, tools or equipment on the Property shall be marked with the company name, phone number and contact person.
6. Licensor may revise or supplemental these operational requirements with written notice to Licensee.

**EXHIBIT E**  
**PCIA Tech Council**  
**RF Signage Standards**

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white “NOTICE” text

Symbol: Radiating tower

Additional language (descending):

**RADIO FREQUENCY ENVIRONMENT AREA**

**AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!**

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black “CAUTION” text

Symbols:

Yellow exclamation point in black triangle next to “CAUTION”

Radiating tower in yellow triangle with black outline

Additional language (descending):

**BEYOND THIS POINT:**

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

## Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black “WARNING” text

Symbol:

Red exclamation point in black triangle next to “WARNING”

Radiating tower in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

## Miscellaneous Factors:

Key sign word should be 2” in height visible at 25’

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

## EXHIBIT F

### MEMORANDUM OF AGREEMENT

**Prepared By and Return To:**

Branch Towers III, LLC  
Attn: Curtis Branch  
7335 South Lewis Ave, Suite 300  
Tulsa, OK 74136  
(918) 949-4551

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between, City of Laredo, a Texas Municipality (hereinafter referred to as "Licensor") and Branch Towers III, LLC, a Delaware limited liability company, with offices at 7335 South Lewis Ave, Suite 300, Tulsa, OK 74136, (hereinafter referred to as "Licensee").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has been previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lease.** Licensor is the owner of certain real property being described in **Schedule A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Licensor and Licensee entered into that certain License Agreement dated \_\_\_\_\_ (as the same may have been amended from time to time, collectively, the "Agreement"), for the purpose of installing, operating and maintaining a radio communications facility and other improvements pursuant to which the Licensee licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Agreement (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Premises**"), which Premises is described on **Schedule B**.
2. **Term.** The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option ("**Term Commencement Date**"), with five (5) successive five (5) year options to renew. Licensee shall record a Memorandum of Agreement Commencement in the official public records of the county in which the Premises is located.
3. **Licensed Premises Description.** Licensee shall have the right, exercisable by Licensee at any time during the original or renewal terms of the Agreement, to cause a survey of the Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Premises set forth on Exhibit A with a legal description or legal descriptions based upon such survey. Upon Licensee's request, Licensor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Agreement.

4. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Agreement, the Lease shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**LICENSOR: CITY OF LAREDO**

**LICENSEE: BRANCH TOWERS III, LLC  
a Delaware Limited Liability Company**

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

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

Name:

Name: Curtis R. Branch

Date:

Date:

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

Name:

Date:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LICENSOR: CITY OF LAREDO**

**LICENSEE: BRANCH TOWERS III, LLC  
a Delaware Limited Liability Company**

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

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

Name:

Name: Curtis R. Branch

Date:

Date:

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

Name:

Date:

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

**Schedule A**

**PARENT PARCEL**

The Surface Only to all of Lot Twelve (12), Block one of the Elden B.P. Newman Park Plat Subdivision, a subdivision in Laredo, Webb county, Texas, as per subdivision plat recorded in Volume 22, Page 50, of the Plat Records of Webb County, Texas.

The street address of the Property is:

The Assessor's Parcel Number is:275504



**Schedule B**  
**Premises**

***Licensee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from a survey conducted by Licensee.***

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Licensee in the Lease; (ii) Licensee's (and Licensee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

## Introductory Ordinances 21.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** Erika Alcorta

**Staff Source:** Ramon Chavez

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### SUBJECT

Amending Chapter 19, Motor Vehicles and Traffic, Article VIII, stopping, standing or parking, of the Code of Ordinances, City Of Laredo, specifically adding Subsection 19-364 (27) which establishes a section of the north and south side of the 1900 block of Frees St, between US. Highway 83 and S. Buena Vista Ave., as a "No Parking/Tow-Away" zone between the hours of 8:00 a.m. to 6:00 p.m; providing for severability, effective date and publication.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

None

### BACKGROUND

The designation of this section of street as a "No Parking/Tow-Away" zone between the hours of 8:00 am to 6:00 pm is recommended to prohibit any parking along the north and south side of the 1900 block of Frees St., between US.Highway 83 and S. Buena Vista Ave, to avoid vehicles blocking the intersection and allow traffic to flow adequately. The City of Laredo Traffic Division will be responsible for the installation and maintenance of all signs that need to be installed to designate this section of roadway as such.

### COMMITTEE RECOMMENDATION

The item was approved at the Transportation & Traffic Safety Advisory Committee on April 10, 2019.

### STAFF RECOMMENDATION

Staff recommends introduction to this Ordinance.

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**Fiscal Impact**

**Fiscal Year:**

**Bugeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact.

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**Attachments**

Intro Ordinance/Frees St

Layout for 1900 Frees St

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**INTRODUCTORY ORDINANCE 2019- O - \_\_\_\_\_**

**AMENDING CHAPTER 19, MOTOR VEHICLES AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES, CITY OF LAREDO, SPECIFICALLY ADDING SUBSECTION 19-364 (27) WHICH ESTABLISHES A SECTION OF THE NORTH AND SOUTH SIDE OF THE 1900 BLOCK OF FREES ST.; BETWEEN US. HIGHWAY 83 AND S. BUENA VISTA AVE., AS A “NO PARKING/TOW-AWAY” ZONE BETWEEN THE HOURS OF 8:00AM TO 6:00PM PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, it is necessary to designate a section of the north and south side of the 1900 block of Frees St, between US. Highway 83 and S. Buena Vista Ave., as a “No Parking/Tow Away” zone; between the hours of 8:00 a.m. to 6:00 p.m. and

**WHEREAS**, parked vehicles are blocking the intersection and not allowing traffic to flow adequately; and

**WHEREAS**, it becomes necessary to remove vehicles left standing, stored, or staged in this street or parking areas; 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, is hereby amended to read as follows:

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

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

(1)

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

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

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

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

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

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

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

The south side of the 800 block of Houston;

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

The 300 block of San Bernardo Street;

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

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

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

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

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

(3)

Parking of vehicles is prohibited at all times:

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

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

(4)

No parking any time; tow-away zone.

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

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

Spring Road 400 feet North of Shiloh Drive.

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

North and South side of Village Boulevard between Springfield Avenue and 800 feet East of Village Boulevard.

East and West sides of Martingale between Village Boulevard and 300 feet South of Village Boulevard.

(5)

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

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

(6)

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

South side of the 1300 block of Matamoros Street.

(7)

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

(8)

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

(9)

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

(10)

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

(11)

No Parking Anytime/Tow away zone on the East side and West side of Larga Vista Drive, between SH 359 and approximately 200 feet North of SH359.

(12)

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

(13)

No Parking Anytime/Tow away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.

(14)

No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.

(15)

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

- Lorenzo Drive, between FM1472 and approximately 500 feet East of FM 1472.
- 16) No Parking Anytime/Tow-away zone, on the North side of the 300 and 400 block of Crossroads Street, between Rio Fuerte Lane and Grand Central Blvd.
- 17) No Parking Anytime/Tow-away zone, on the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue.
- 18) No Parking Anytime/Tow-away zone, on the East and West side of Northcrest Drive, between Shiloh Drive and Northstar Drive.
- 19) No Parking Anytime/Tow-away zone, on the East and West side of the 100, 200 and 300 block of San Enrique Ave, between Iturbide Street and Water Street.
- (20) No Parking Anytime/Tow-away zone, on the East and West side of the 2300 block of Martin Avenue, between Clark Boulevard and O’Kane Street
- (21) No Parking Anytime/Tow-away zone, on the south side of the 800 block of Nafta Boulevard, from 850 feet east of McPherson Rd. to 400 feet west of Delta Drive.
- (22) No Parking /Tow-away zone, on the West side of the 2900 block of North Urbahn Avenue, between East Frost Street and East Lyon Street, from 8:00 a.m. to 5:00 p.m., school days.
- (23) No Parking Anytime/Tow-Away zone, on the North side of the 2000 block of East Lyon Street, between Malinche Avenue and Urbahn Avenue.
- (24) No Parking Anytime/Tow-away zone on the North Side of Monclova Dr, from 120 ft east from Ixtapa and 150 ft west of Poza Rica Dr, from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days
- (25) No Parking/Tow-Away zone on the north side of Park St, between San Bernardo Ave and Santa Maria Ave from 7:00pm to 7:00am.
- (26) No Parking on the south side of the 2000 block of Blaine St, from S. Malinche Ave to 40 feet west of S.Malinche Ave, between the hours of 8:00a.m. to 5:00p.m.
- (27) No Parking/Tow-Away zone on the north and south side of the 1900 block of Frees St, between US. Highway 83 and S. Buena Vista Ave from 8:00a.m. to 6:00p.m.



**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 \_\_\_\_\_, 2019.**

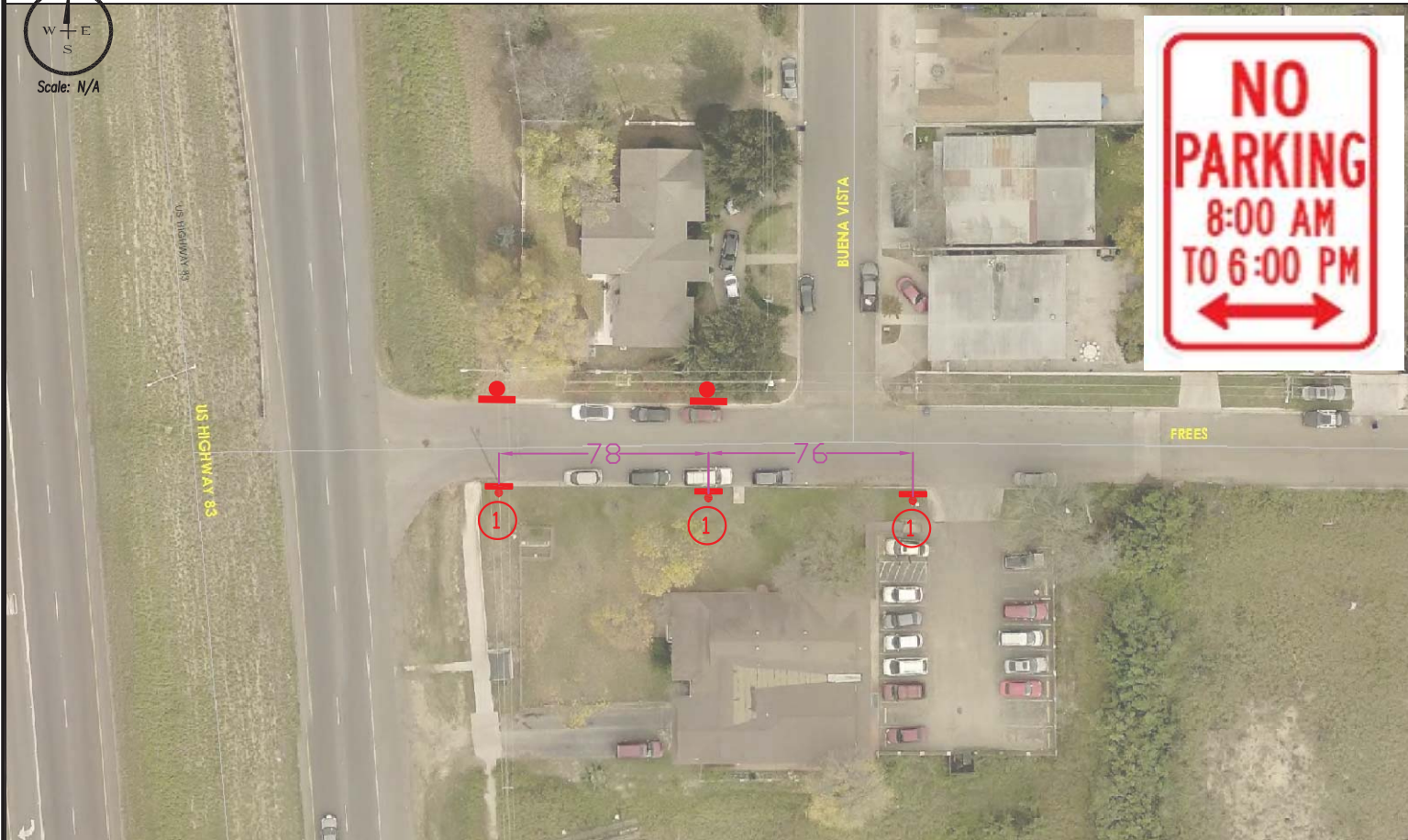
\_\_\_\_\_  
**PETE SAENZ, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOSE A VALDEZ JR,  
CITY SECRETARY**

**APPROVED AS TO FORM:**

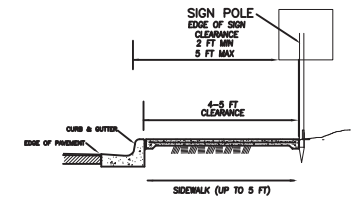
**BY: \_\_\_\_\_  
KRISTINA L. HALE  
CITY ATTORNEY**



### LEGEND

SIGN #	SIGN SYMBOL	SIGN NOMENCLATURE	No. OF SIGNS USED
①		R7-1D 18x24	5
①		R7-201P 12x6	3

- = Existing Signs
- = Proposed / New Signs



**SIGN PLACEMENT DETAIL 1**

	APPROVAL:	Ramon Chavez, PE	
	DATE:	03.07.2019	REV: R. Peña, E. I. T.
	DRAWN BY:	SINAI CASTRO ENGINEERING ASSOCIATE, Traffic Safety	
	PAPER SIZE:	ANSI C -47" x 22"	
	SHEET:	1 of 1	SCALE:

DRAWING NAME:  
Frees and US 83  
No Parking - sign

**CITY OF LAREDO**  
TRAFFIC SAFETY DEPARTMENT  
5512 THOMAS P.O. Box 2826

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

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

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**SUBJECT**

Amending the City of Laredo Waterworks Operating Fund FY 2019 Annual Budget by drawing down fund balance and increasing the Transfer Out to Water Construction Fund in the amount of \$4,000,000.00 to be used for repairs at El Pico Water Treatment Plant and also amending the City of Laredo's Water Construction Fund FY 2019 Annual Budget by increasing revenues and expenses in the amount of \$4,000,000.00.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On May 7, 2018 City Council approved a contract to pay for legal fees to Texas Municipal League for issues arising from the deficiencies in construction at El Pico Water Treatment Plant.

**BACKGROUND**

El Pico Water Treatment Plant was placed in service in April 2015. Since then, we have experienced a lot of issues that require us to repair and replace machinery & equipment. We will be utilizing the reserve for emergencies in order to replace faulty equipment. This fund will be replenished within 4 years at a rate of \$1 million per year, starting FY 2020.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of the public hearing and introductory ordinance.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	N
<b>Source of Funds:</b>	Utilities WW System
<b>Account #:</b>	

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

**FINANCIAL IMPACT:**

	Account Number	Original Budget 2018-2019	Amended Budget 2018-2019	Proposed Amendment	Amended Budget 2018-2019
Water Construction Fund					
Transfer In: Waterworks System	557-4150-393-0557	\$1,282,705		\$4,000,000	\$5,282,705
El Pico WTP	557-4150-538-0353	\$250,000	\$334,060	\$4,000,000	\$4,334,060
Waterworks System					
Opening Balance		\$40,581,130		(\$4,000,000)	\$36,581,130
Transfer Out: Water Construction Fund	557-4150-597-0557	\$1,282,705		\$4,000,000	\$5,282,705

The fund's equity reserve for emergencies will be utilized. This fund will be replenished within 4 years at a rate of \$1 million per year, starting FY 2020.

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**Attachments**

Introductory Ordinance

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**INTRODUCTORY ORDINANCE**

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO'S WATER CONSTRUCTION FUND FY 2019 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$4,000,000 BY APPROPRIATING FROM THE UTILITIES WATERWORKS SYSTEM FUND BALANCE TO BE USED FOR REPAIRS AT EL PICO WATER TREATMENT PLANT.

WHEREAS, on September 17, 2018 City Council adopted the fiscal year 2019 annual budget; and

WHEREAS, it is being requested to amend the FY 2019 budget to make repairs at El Pico Water Treatment Plant; and

WHEREAS, the Utilities Department will replenish the emergency fund balance within 4 years.

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

1. Amending the City of Laredo's FY 2019 budget by appropriating from the Utilities Waterworks System fund balance in the amount of \$4,000,000 to be used for repairs at El Pico Water Treatment Plant.
2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
KRISTINA LAUREL HALE  
CITY ATTORNEY

## Final Reading of Ordinances 23.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

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

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### SUBJECT

**2019-O-066** Authorizing the Co-Interim City Managers to accept and enter into a continuation contract from the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) and amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$300,000.00 for the City of Laredo Health Department (CLHD ) Ryan White Part C HIV outpatient early intervention, diagnosis, treatment and prevention of HIV in the STDC Region for the term from May 1, 2019 through April 30, 2020.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

On April 15, 2019, Council introduced the Ordinance.

### BACKGROUND

The U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) has contracted with the City of Laredo for continuation of public health services through the City of Laredo Health Department to plan, develop and deliver comprehensive outpatient health, treatment and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area (HSDA) of Jim Hogg, Starr, Zapata, and Webb Counties.

HIV/AIDS continues to pose a public health threat and the City of Laredo Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion. Services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N  
**Source of Funds:** HRSA  
**Account #:** 226-6111  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The revenue line item is 226-0000-321-6313 and the expenditure division is 226-6111 with Project Number HERC02.

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**Attachments**

Notice of Award  
2019-O-066

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<b>1. DATE ISSUED:</b> 03/25/2019		<b>2. PROGRAM CFDA:</b> 93.918	
<b>3. SUPERSEDES AWARD NOTICE dated:</b> except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
<b>4a. AWARD NO.:</b> 5 H76HA31754-02-00		<b>4b. GRANT NO.:</b> H76HA31754	<b>5. FORMER GRANT NO.:</b>
<b>6. PROJECT PERIOD:</b> <b>FROM:</b> 05/01/2018 <b>THROUGH:</b> 04/30/2021			



**NOTICE OF AWARD**  
**AUTHORIZATION (Legislation/Regulation)**  
 FY 2007 Part C of Title XXVI of the PHS Act, 42 U.S.C. section 300ff-51 et seq. (as amended).  
 Sections 2651 and 2693 et seq., of the Public Health Service Act, as amended (42 USC 300ff -51), as amended by the Ryan White HIV/  
 Sections 2651 - 2667 and 2693 of the PHS Act (42 USC 300ff -51) as amended by the Ryan White HIV/AIDS Treatment Ext Act of 2009  
 Sections 2651 - 2667 and 2693 of the Public Health Service Act (42 USC 300ff 51-67, and 121), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)  
 Sections 2651 - 2667 and 2693 of the Public Health Service Act (42 USC 300ff -51), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)  
 Sections 2651 - 2667 and 2693 of the Public Health Service Act (42 USC300ff -51-67, and 121), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)  
 Sections 2651 - 2667 and 2693 of the Public Health Service Act(42 USC300ff -51-67, and 121), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)  
 Title XXVI of the Public Health Service Act, Sections 2651-2667 and 2693 et seq. (42 USC300ff-51), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)  
 Sections 2651 – 2667of the Public Health Service Act, (42 U.S.C. §§300ff-51-67) and section 2693 (42 U.S.C. §300ff-121) of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L 111-87  
 Sections 2651-2667 of the Public Health Service Act (42 USC § 300ff-51 - 67) and section 2693 of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (P.L. 111-87)

**7. BUDGET PERIOD:**  
**FROM:** 05/01/2019 **THROUGH:** 04/30/2020

**8. TITLE OF PROJECT (OR PROGRAM):** Ryan White Part C Outpatient EIS Program

**9. GRANTEE NAME AND ADDRESS:**  
 CITY OF LAREDO  
 2600 Cedar Ave.,  
 Laredo, TX 78044  
**DUNS NUMBER:**  
 618150460

**10. DIRECTOR:** (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)  
 Hector F Gonzalez  
 CITY OF LAREDO  
 2600 Cedar Ave  
 Laredo, TX 78040-4040

**11. APPROVED BUDGET:**(Excludes Direct Assistance)  
 Grant Funds Only  
 Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	\$139,644.00
b . Fringe Benefits :	\$58,108.00
c . Total Personnel Costs :	\$197,752.00
d . Consultant Costs :	\$0.00
e . Equipment :	\$0.00
f . Supplies :	\$1,000.00
g . Travel :	\$7,545.00
h . Construction/Alteration and Renovation :	\$0.00
i . Other :	\$4,128.00
j . Consortium/Contractual Costs :	\$89,575.00
k . Trainee Related Expenses :	\$0.00
l . Trainee Stipends :	\$0.00
m Trainee Tuition and Fees :	\$0.00
n . Trainee Travel :	\$0.00
o . TOTAL DIRECT COSTS :	\$300,000.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q . TOTAL APPROVED BUDGET :	\$300,000.00

**12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	<b>\$300,000.00</b>
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$300,000.00</b>

**13. RECOMMENDED FUTURE SUPPORT:** (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
03	\$300,000.00

**14. APPROVED DIRECT ASSISTANCE BUDGET:**(In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	<b>\$0.00</b>



i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$300,000.00

**15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**  
**A=Addition B=Deduction C=Cost Sharing or Matching D=Other** **[A]**  
 Estimated Program Income: \$0.00

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**  
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**REMARKS:** (Other Terms and Conditions Attached  Yes  No)

*Electronically signed by William Davis , Grants Management Officer on : 03/25/2019*

**17. OBJ. CLASS:** 41.51    **18. CRS-EIN:** 1746001573A5    **19. FUTURE RECOMMENDED FUNDING:** \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
19 - 3770891	93.918	18H76HA31754	\$300,000.00	\$0.00		HIV-EISEGA_18

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Term(s)

1. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
2. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.  
You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: [http://www.dpm.psc.gov/grant\\_recipient/grantee\\_forms.aspx](http://www.dpm.psc.gov/grant_recipient/grantee_forms.aspx) and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://www.dpm.psc.gov/contacts/contacts.aspx>.
3. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement:  
<http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

### Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."  
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any

remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.  
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov). For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: [Htips@os.dhhs.gov](mailto:Htips@os.dhhs.gov) or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Consolidated Appropriations Act, 2017, Division H, § 202, (P.L.115-31) enacted May 5, 2017, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$189,600, effective January, 2018. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and

cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees ([System for Award Management User Guide](#)), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.
15. **§75.113 Mandatory disclosures.** Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:
- Department of Health and Human Services  
Health Resources and Services Administration  
Office of Federal Assistance Management  
Division of Grants Management Operations  
5600 Fishers Lane, Mailstop 10SWH-03  
Rockville, MD 20879
- AND**
- U.S. Department of Health and Human Services  
Office of Inspector General  
Attn: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW, Cohen Building  
Room 5527  
Washington, DC 20201
- Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)
- Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.
- Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the

remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

**Recipient integrity and performance matters.** If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

## Reporting Requirement(s)

**1. Due Date: Within 90 Days of Budget End Date**

Submit a Ryan White HIV/AIDS Program Expenditure Report by July 31, 2020.

**2. Due Date: Within 60 Days of Budget Start Date**

Submit a Ryan White HIV/AIDS Program Allocation Report, within 60 days after the start of the budget period.

**3. Due Date: 03/30/2020**

Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and patient level reports for the calendar year via the EHBs by 6:00 PM ET on the last Monday in March. See <https://hab.hrsa.gov/program-grants-management/data-reporting-requirements-and-technical-assistance> for additional information.

**4. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
Hector F Gonzalez	Point of Contact, Program Director	hgonzalez@ci.laredo.tx.us
Elizabeth Estrada	Business Official	eestrada@ci.laredo.tx.us
Horacio A De Leon	Authorizing Official	hdeleon@ci.laredo.tx.us

Note: NoA emailed to these address(es)

### Program Contact:

For assistance on programmatic issues, please contact Nicole Vaughn at:  
HAB/DCHAP  
5600 Fishers Lane  
RM 9-74-  
Rockville, MD, 20857-  
Email: [SVaughn@hrsa.gov](mailto:SVaughn@hrsa.gov)  
Phone: (301) 443-7340

### Division of Grants Management Operations:

For assistance on grant administration issues, please contact Adejumoke Oladele at:  
MailStop Code: 11-03  
5600 Fishers Ln  
Rockville, MD, 20852-1750  
Email: [aoladele@hrsa.gov](mailto:aoladele@hrsa.gov)  
Phone: (301) 443-2441  
Fax: (301) 443-9810

2019-O-066

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) AND AMENDING THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$300,000.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) RYAN WHITE PART C OUTPATIENT EIS PROGRAM FOR THE TERM FROM MAY 1, 2019 THROUGH APRIL 30, 2020.**

**WHEREAS**, the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) has contracted with the City of Laredo for continuation of public health services through the City of Laredo Health Department to plan, develop and deliver comprehensive outpatient health and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area (HSDA) of Jim Hogg, Starr, Zapata, and Webb Counties; and

**WHEREAS**, HIV/AIDS continues to pose a public health threat and the City of Laredo Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion; and

**WHEREAS**, services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

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

**Section 1:** The Co-Interim City Managers are hereby authorized to accept and enter into a continuation contract from the U.S. Department of Health and Human Services (HRSA) and amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$300,000.00 for the City of Laredo Health Department (CLHD) Ryan White Part C Outpatient EIS Program for the term from May 1, 2019 through April 30, 2020.

**Section 2:** The revenue line item is 226-0000-321-6313 and the expenditure division is 226-6111 with Project Number HERC02.

**Section 3:** The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the U.S. Department of Health and Human Services (HRSA) to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
**JOSE A. VALDEZ, JR.  
CITY SECRETARY**

**APPROVED AS TO FORM:  
KRISTINA K. LAUREL HALE  
CITY ATTORNEY**

\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**

## City Council-Regular

24.

Meeting Date: 05/06/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Wilkinson Gary Iron &  
Metal/Scott Wilkinson,  
Owner/Applicant, Creston and  
Zoraida Jackson,  
Representatives

Prior Action: This item was introduced by the Honorable Mercurio Martinez, III, at the regular Council meeting of April 15, 2019.

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### SUBJECT:

**2019-O-067** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all that part of Block 2019, Eastern Division, located at 3203 Chacon St., from B-3 (Community Business District) to M-1 (Light Manufacturing District); providing for publication and effective date.

### **ZC-28-2019** **District III**

### BACKGROUND:

**Council District:** III – The Honorable Mercurio Martinez, III

**Proposed use:** tractor trailer parking.

**Site:** The site is currently raw undeveloped land.

**Surrounding land uses:** North, of the property there are Lone Star Steel Supply, Bargain Book, and vacant undeveloped land. South of the property is Pacific Eastern Freight Corporation, and some vacant undeveloped land. East of the property across Ejido Ave., is Templo Bethelen. West of the property are single family residential dwellings and vacant undeveloped land. east and west of the property is a Transportation uses. South of the property is raw vacant undeveloped land.

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

**Transportation Plan:** The Long Range Thoroughfare identifies FM 1472 Rd as an Expressway.

**Letters sent to surrounding property owners:** 28



In Favor: 0  
Opposed: 4

#### STAFF COMMENTS:

The proposed zone change is appropriate at this location for the following reasons:

1. The proposed tractor trailer parking is compatible with the surrounding uses in the area.
2. The proposed M-1 zoning complies with the M-1 zoning designation; designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.
3. There is proliferation of M-1 zones on both East and West of Chacon St. There are M-1 type uses both north and south of the property.
4. The property complies with the minimum lot size area of 9,000 SF; as well as the location by the Freeway. The property also has a direct access from the highway and Ejido Ave, avoiding the introduction of heavier traffic into the residential area.
5. Access will be from Hwy 359 and will not traverse any residential neighborhoods.

Staff also notes that the proposed change is not in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed Use (which includes all zoning districts, except M-1, M-2, B-4, AH, AN, FH, OG, FiH).

#### P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

#### STAFF RECOMMENDATION:

Staff supports the proposed zone change.

#### IMPACT ANALYSIS

**M-1 (Light Manufacturing District):** The purpose of the M-1 District (Light Manufacturing District) 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 some existing light industrial uses along this area (south, east and west of the property).

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

No. There are M-1 zones north and east of the property. The proposed zone change will contain the entire block.

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

No, the area is mostly light industrial uses in nature with a residential uses across Smith Ave. south of the property.

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

Yes. The existing B-3 (Community Business District) zoning district, does not allow the proposed use of tractor trailer parking. However, Commercial Parking Lot (trucks and heavy equipment) is a permitted use in B-4 zones.

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Attachments

Ordinance 2019-O-067

Color Maps-ZC-28-2019

Color Pictures - ZC-28-2019

Dimensional Standards M-1

200' letters received-ZC-28-2019

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**ORDINANCE NO. 2019-O-067**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING ALL THAT PART OF BLOCK 2019, EASTERN DIVISION, LOCATED AT 3203 CHACON ST., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of All that part of block 2019, Eastern Division, located at 3203 Chacon St., from B-3 (Community Business 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 March 21, 2019; 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 April 15, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, All that part of block 2019, Eastern Division, located at 3203 Chacon St., from B-3 (Community Business 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 \_\_\_\_\_, 2019.

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

ATTEST:

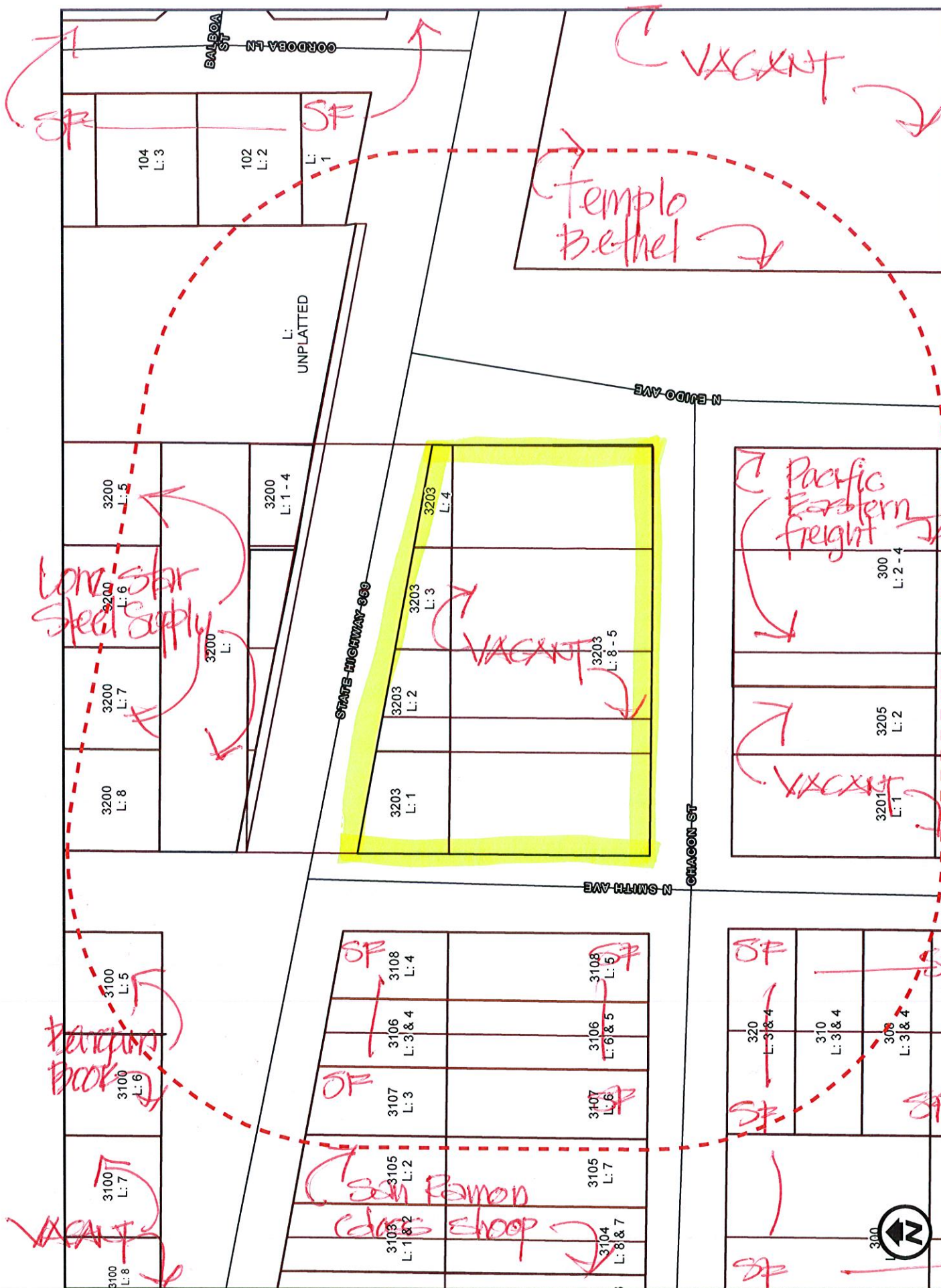
\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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





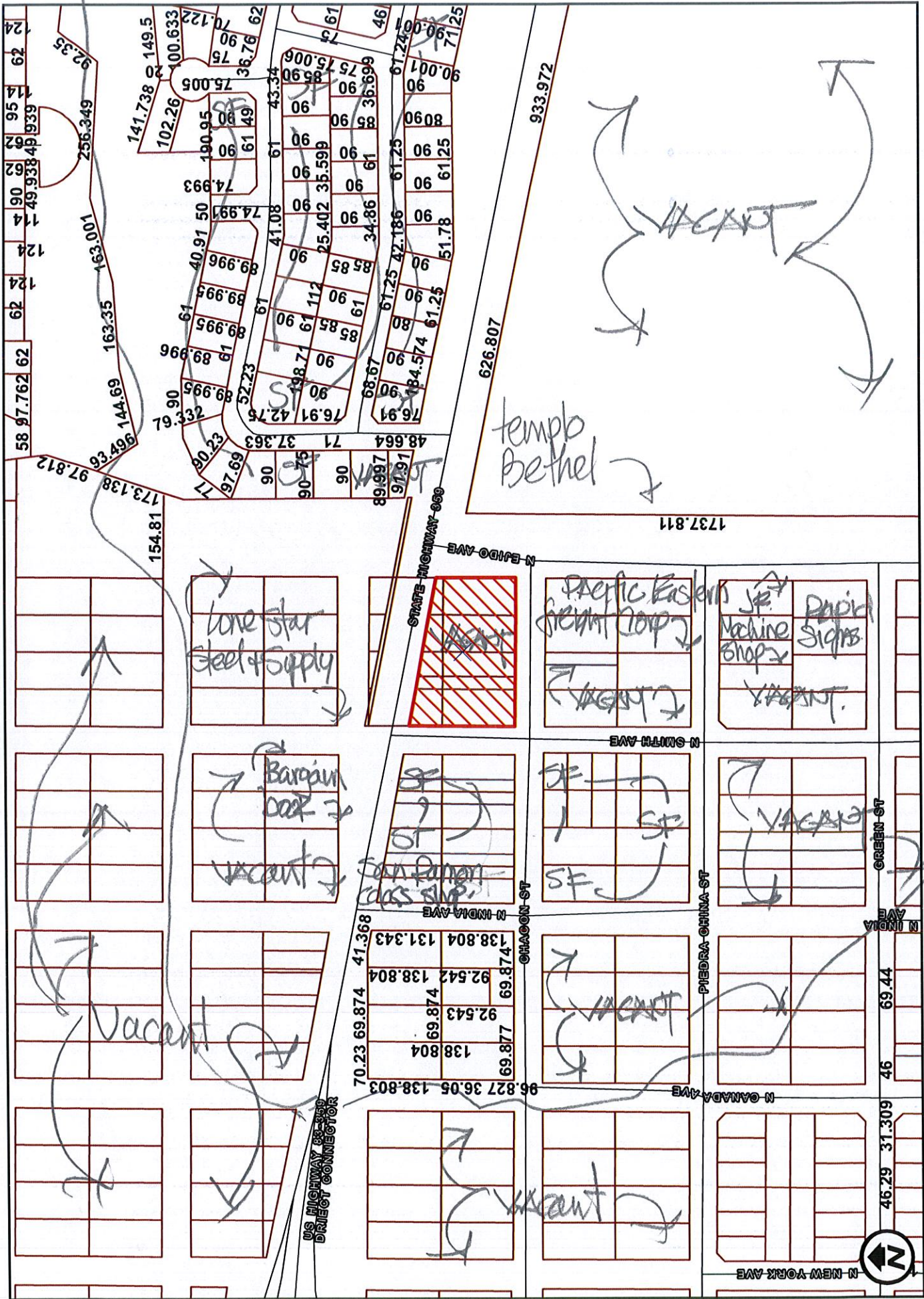


APPLICATION FOR  
 B3(COMMUNITY BUSINESS DISTRICT)  
 -> M1(LIGHT MANUFACTURING DISTRICT)

ZC-28-2019  
 COUNCIL DISTRICT 3  
 3203 CHACON ST.

Survey Map  
 1 inch = 83 feet



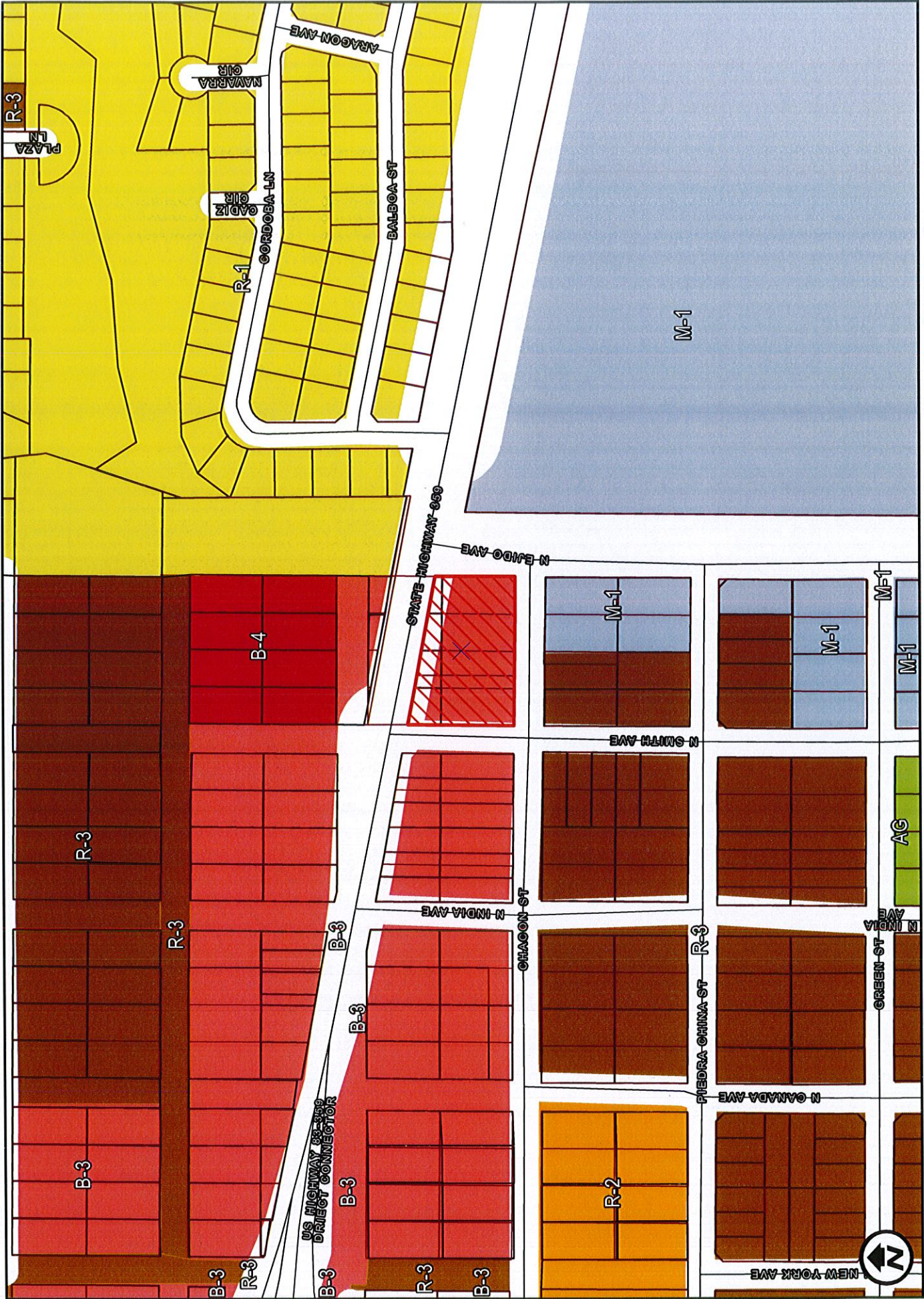


APPLICATION FOR  
 B3(COMMUNITY BUSINESS DISTRICT)  
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ZC-28-2019  
 COUNCIL DISTRICT 3  
 3203 CHACON ST.

DIMENSIONS MAP  
 1 inch = 231 feet

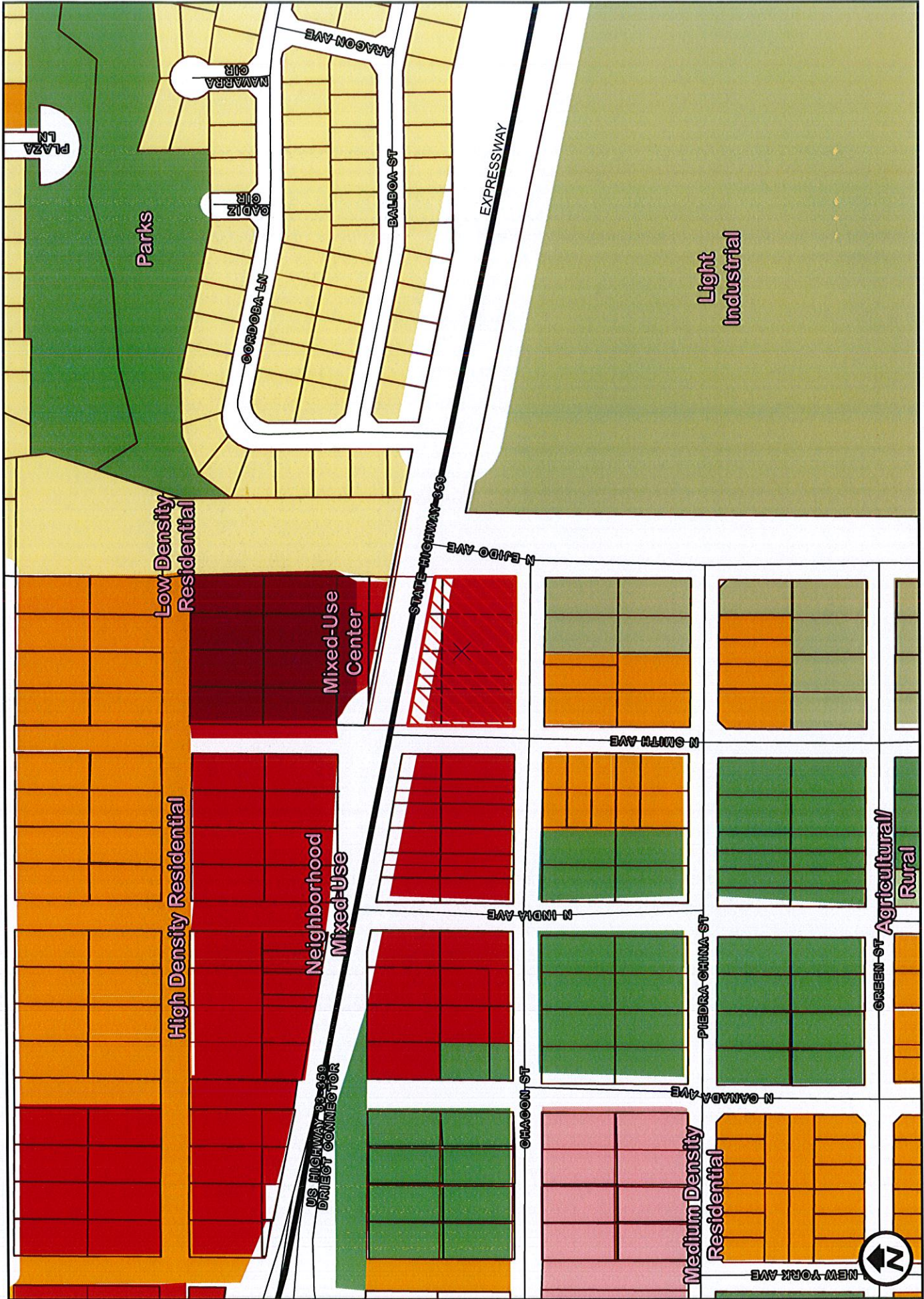




APPLICATION FOR  
 B3(COMMUNITY BUSINESS DISTRICT)  
 -> M1(LIGHT MANUFACTURING DISTRICT)

ZC-28-2019  
 COUNCIL DISTRICT 3  
 3203 CHACON ST.

ZONING OVERVIEW  
 1 inch = 231 feet

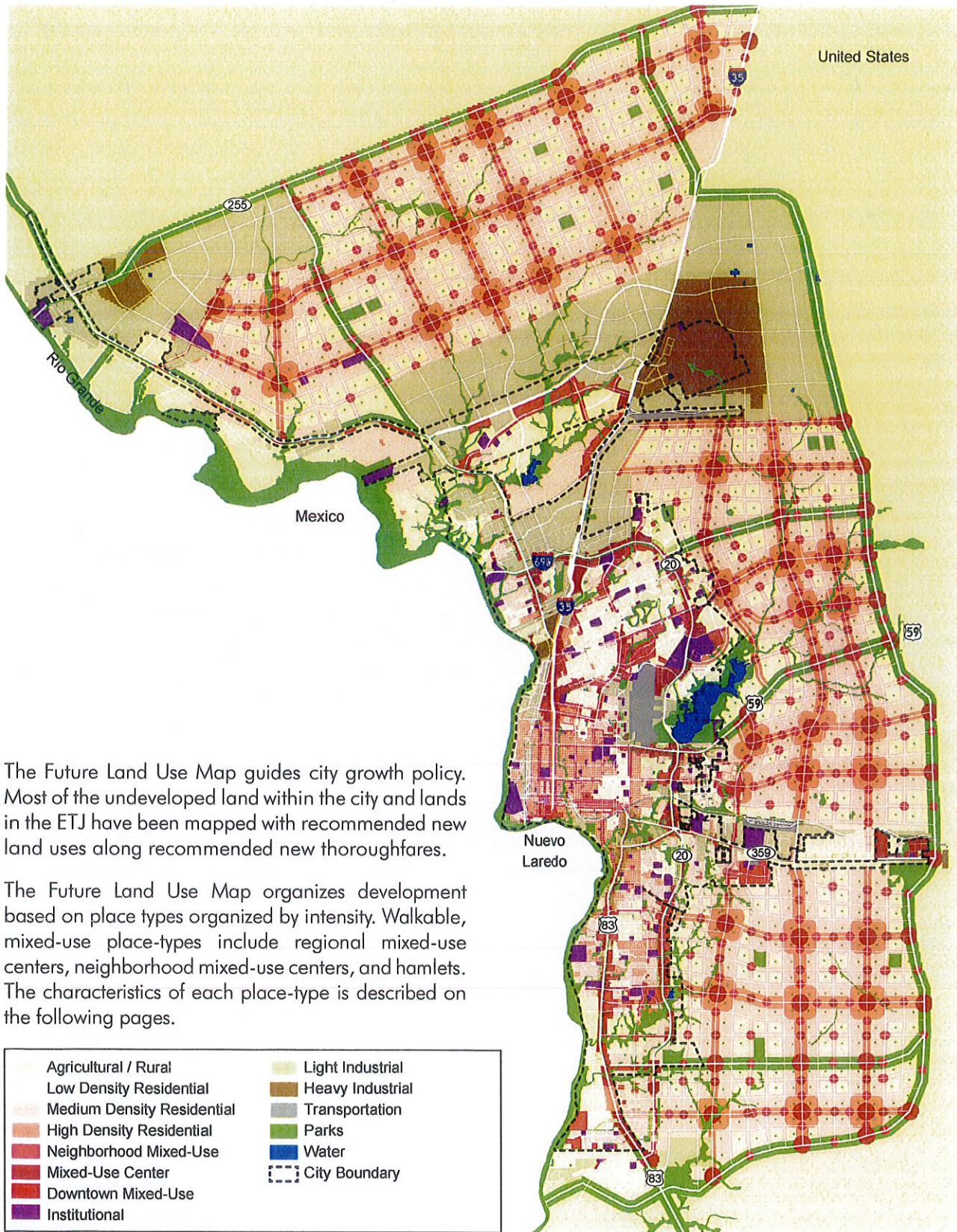


APPLICATION FOR  
 B3(COMMUNITY BUSINESS DISTRICT)  
 -> M1(LIGHT MANUFACTURING DISTRICT)

ZC-28-2019  
 COUNCIL DISTRICT 3  
 3203 CHACON ST.

FUTURE LANDUSE MAP  
 1 inch = 231 feet













# Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

## Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

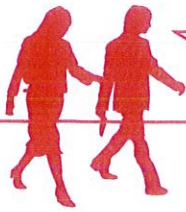
\* RO within a Low Density Residential is allowed with the exception of restaurants.

\*\* Land uses allowed under a B4 are allowed with the exception of the following uses\*\*\*:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

\*\*\*Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



## Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

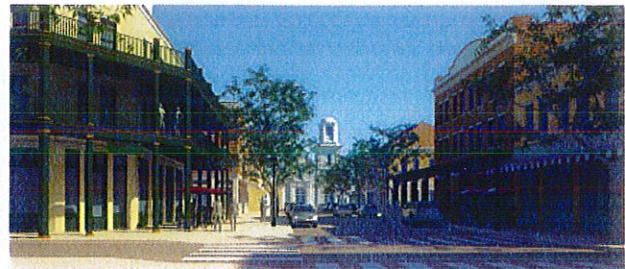


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use



ZC-28-2019  
3203 Chacon St.  
B-3 to M-1

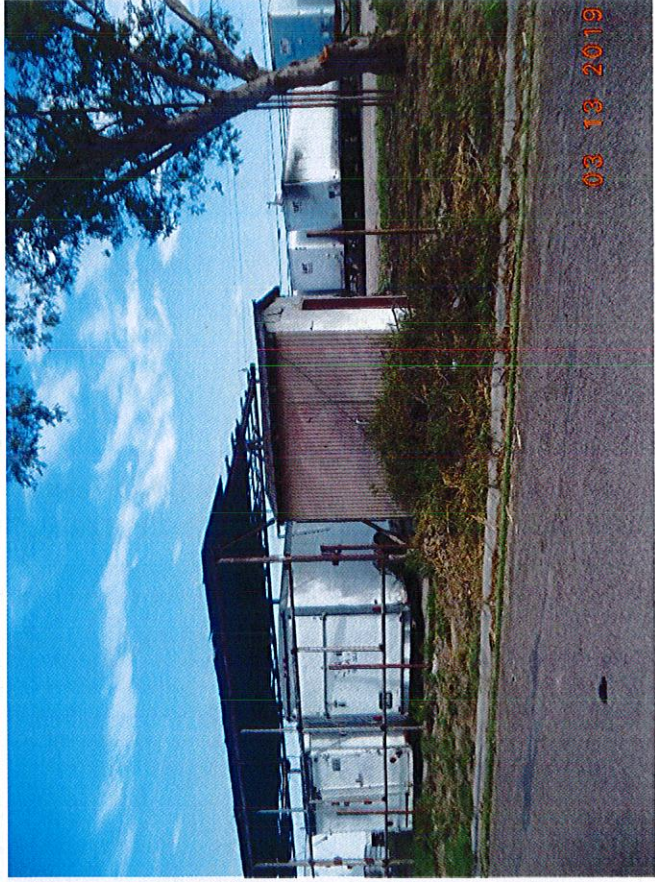
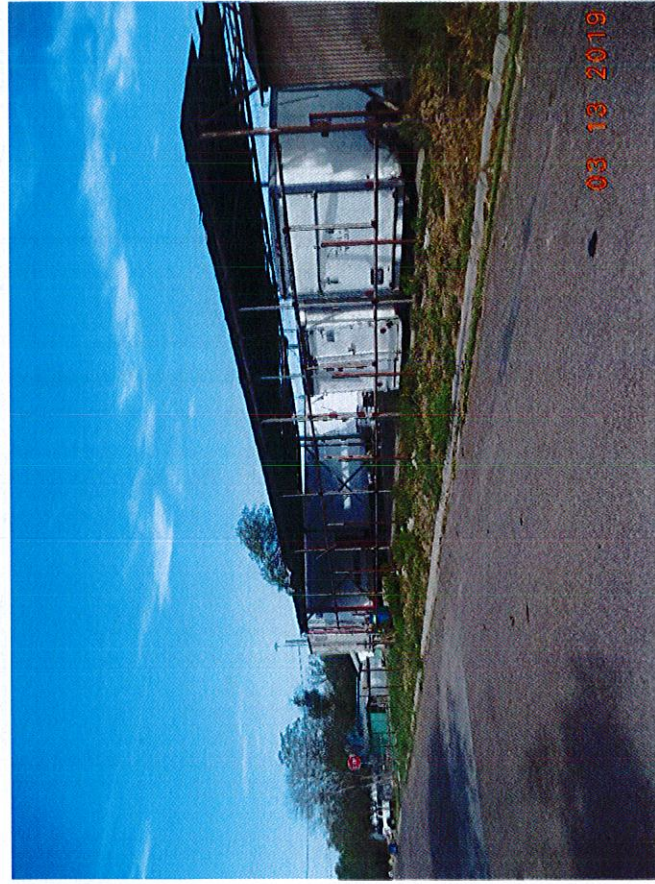




ZC-28-2019  
3203 Chacon St.  
B-3 to M-1



ZC-28-2019  
3203 Chacon St.  
B-3 to M-1



ZC-28-2019  
3203 Chacon St.  
B-3 to M-1



ZC-28-2019  
3203 Chacon St.  
B-3 to M-1



# 3203 Chacon St.



© 2019 Pictometry

01/01/2019

# 3203 Chacon St. North view



01/01/2019

# 3203 Chacon St. East view



01/01/2019

# 3203 Chacon St. West view



01/01/2019



**SECTION 24-77  
DIMENSIONAL STANDARDS  
Section 24.77.1**

Residential Districts										Non-Residential Districts													
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	RO	R-1B	Res. Lot of Record****	Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD		
2 1/2	2 1/2	2	2	2	4	4	2 1/2	2 1/2	4	2	NA	Maximum Height (stories)	NA	3	1	NA	13	NA	NA	NA	NA	NA	
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)	NA	45	15	NA	160	NA	NA	NA	NA	NA	
35	20	10	20	20	30	30	30	30	20	20	10	Front Yard Setback	24.77.2	25	30	a*	25	25	25	25	25	25	
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	10	30	a*	10	20	10	10	10	10	
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	10	b*	b*	b*	b*	b*	b*	b*	
35	20	20	20	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	20	b*	b*	d*	b*	b*	b*	b*	
15,000	6,000	4,500	4,500	4,500	4,900	5,920	NA	15,000	4,500	3,000	2,500	Minimum Lot Area	4,000	4,600	15,000	4,000	4,000						
					6,000	6,000		6,000	6,000			Single Family Residential Duplex	6,000	6,000	6,000	6,000	6,000						
												Multi-Family residential	c*	c*	c*	c*	c*						
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	Commercial	e*	e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA	
100	46	42	42	42	46	46	100	75	48	35	30	Minimum Lot Width**	46	46	100	46	46	100	65	100	100		
										85.72		Minimum Lot Depth											

**KEY**

a*
b*
c*
d*
e*
*
**
****

The minimum setback is zero, provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction. Setbacks shall be ten feet (10'-0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater. The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom. Setbacks shall be twenty feet (20'-0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater. There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to platted that do not require water and sewer services. (Residential lots do not qualify) Staggered front and rear setbacks outlined in Section 24.65.8 of this Code. Lot Width measured at the building setback line. Less than 5,000 square feet.

**Land Use Charts**

Date: 11/22/93 (Amended: 2/05/01, 2001-C-036; 9/15/03, 2003-O-217; 7/06/04, 2004-O-157; 7/6/10, 2010-C-084; 9/21/15, 2015-C-126)

City of Laredo, Texas

2019 APR 18 AM 10:07

1 Junita Magana of 3119 Hwy 359  
Name Address

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

Park Trailers are blocking the <sup>view of the</sup> residential area, already too much traffic on Hwy 359, with alot of noise. Will it increase our taxes??  
Curb appeal.

(956) 722-4502 Junita Magana March 19, 2019  
Telephone Signature Date

3/24/19

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax

Why not the City buy the block of 3100 Hwy 359 and let it ~~be~~ more businesses as it is already.

-----DETACH HERE-----

**ZC-28-2019; B-3 to M-1 on, All that part of Block 2019, Eastern Division, located at: 3203 Chacon St.**

1 Josefina Castillo of 3107 + 3109 Hwy 359 Laredo Tx 78043  
Name Address

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

traffic, age, Curb Appeal, taxes, Noise

956-220-5098 Josefina Castillo 3/17/2019  
Telephone Signature Date

3/21/2019

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax

-----DETACH HERE-----

**ZC-28-2019; B-3 to M-1 on, All that part of Block 2019, Eastern Division, located at: 3203 Chacon St.**

1 EMILIO MARRINO of 21-05 JW 359  
Name Address

object  / support no the proposed zone change for the following reason:

Too much tractor trailer traffic, curb appeal, taxes may increase, safety reasons

956 4065572 E M Marrino 3-2-2019  
Telephone Signature Date

3/21/2019

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax

## City Council-Regular

25.

Meeting Date: 05/06/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Leopoldo Garza,  
Owner/Applicant and Porras  
Nance Engineering,  
Representative

Prior Action: This item was introduced by the Honorable Dr. Marte Martinez at the regular Council meeting of April 15, 2019.

---

### SUBJECT:

**2019-O-068** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 2.959 acres, as further described by Metes and Bounds on Exhibit A, located at, North of International Blvd., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

### **ZC-29-2019 District VI**

#### BACKGROUND:

**Council District:** VI – The Honorable Dr. Marte Martinez

**Proposed use:** Commercial. Staff inquired as to the proposed use being considered at this location, representative stated that the intended use has not been defined by the property owner.

**Site:** Vacant undeveloped land.

**Surrounding land uses:** North, south, east and west of the property there is vacant undeveloped land.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Neighborhood Mixed-Use (which includes all zoning districts, except M-1, M-2, B-4, AH, AN, FH, OG, and FiH).

**Transportation Plan:** The Long Range Thoroughfare Plan identifies International Blvd., as a Minor Arterial and Springfield Ave., as a Planned Minor Arterial, West of the property.

Letters sent to surrounding property owners: 4

In Favor: 1

Opposed: 1

#### STAFF COMMENTS:

The proposed zone change is appropriate at this location. The current AG zoning does not allow for commercial uses in the area.

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is compatible with the Comprehensive Plan's Designation for this area as Neighborhood Mixed-Use.
2. The proposed location meets accessibility, and can sustain uses permitted in B-3 zones.
3. A B-3 zoning, opens the possibility for uses that might be compatible and benefit the area, once development starts within the surrounding area.

**\* Refer to attached list for Section 24.63 Permitted Uses on a B-3 zoning district of the Laredo Land Development Code Book.**

#### P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

#### STAFF RECOMMENDATION:

Staff supports the proposed zone change.

#### IMPACT ANALYSIS

**B-3 (Community Business District):** The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets. By rezoning from AG to B-3, all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are:

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,
- upholstery shop,
- restaurant (drive thru),
- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,
- portable buildings leasing/storage,

- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),
- auto glass repair/tinting,
- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor's office/sales,
- parking areas for vehicles/trailers/RV's,
- amusement services (indoors),
- children's amusement services (outdoors),
- billiard parlor, etc

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

No, there is no established land use pattern in the area currently. There is no commercial pattern yet, but there is a trend defining more commercial access. There is vacant undeveloped land on both sides of International Blvd. south of the property.

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

No, there is a B-3 zoning district in the proximity of the area, across International Blvd.

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

No, a B-3 district may introduce more intense uses to the neighborhood to the residential neighborhood northeast of the property, but may also introduce desirable uses that will benefit the neighborhood, with direct access from International Blvd.

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

Yes, the existing AG (Agricultural District) zoning, only allows for some residential, institutional/Government and agricultural uses, and the property owner wants to introduce commercial uses.

Attachments

Ordinance 2019-O-068

Color Maps - ZC-29-2019

Color Pictures - ZC-29-2019

Exhibit A - ZC-29-2019

200' letters received-ZC-29-2019

**ORDINANCE NO. 2019-O-068**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 2.959 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, LOCATED AT NORTH OF INTERNATIONAL BLVD., AND WEST OF SPRINGFIELD AVE., FROM AG (AGRICULTURAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 2.959 acres, as further described by Metes and Bounds on Exhibit A, located at North of International Bld., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 21, 2019; 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 April 15, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximate 2.959 acres, as further described by Metes and Bounds on Exhibit A, located at North of International Bld., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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



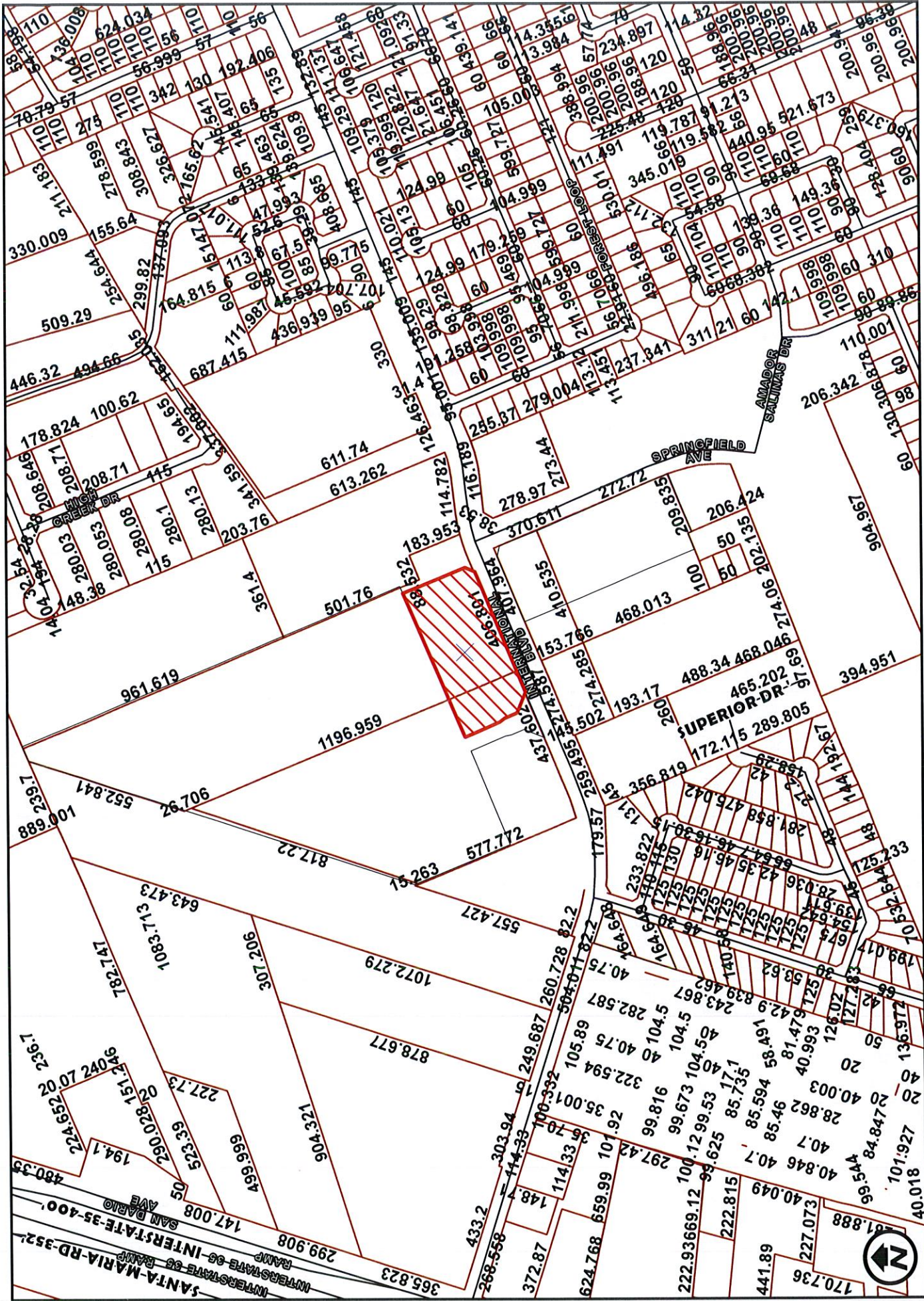
APPLICATION FOR  
 AG (AGRICULTURAL)  
 -> B3 (COMMUNITY BUSINESS DISTRICT)

ZC-29-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

AERIAL MAP  
 1 inch = 415 feet







APPLICATION FOR  
AG (AGRICULTURAL)  
-> B3 (COMMUNITY BUSINESS DISTRICT)

ZC-29-2019  
COUNCIL DISTRICT 6  
NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

DIMENSIONS MAP  
1 inch = 415 feet





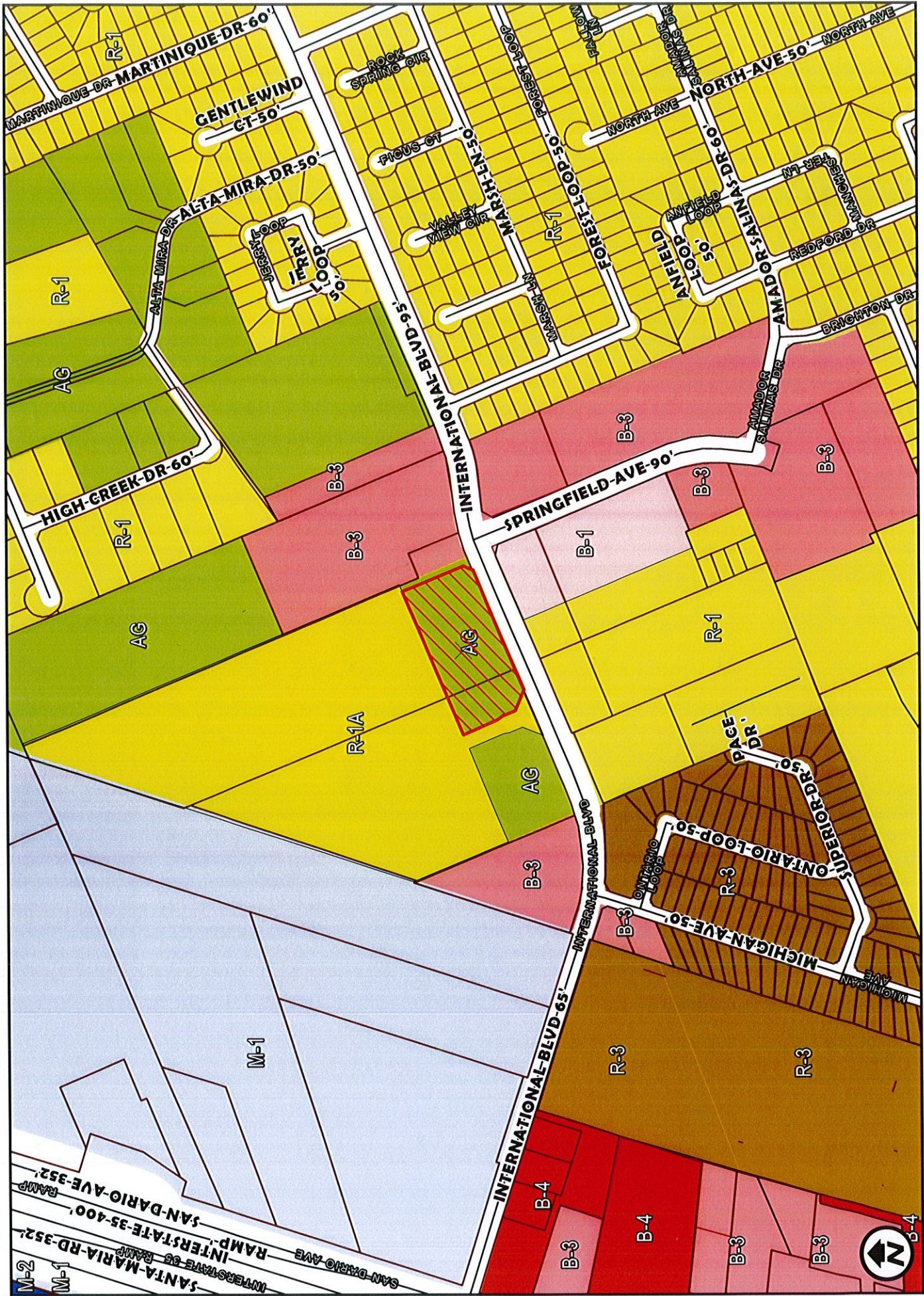
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 -> B3 (COMMUNITY BUSINESS DISTRICT)

ZC-29-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

Survey Map  
 1 inch = 121 feet





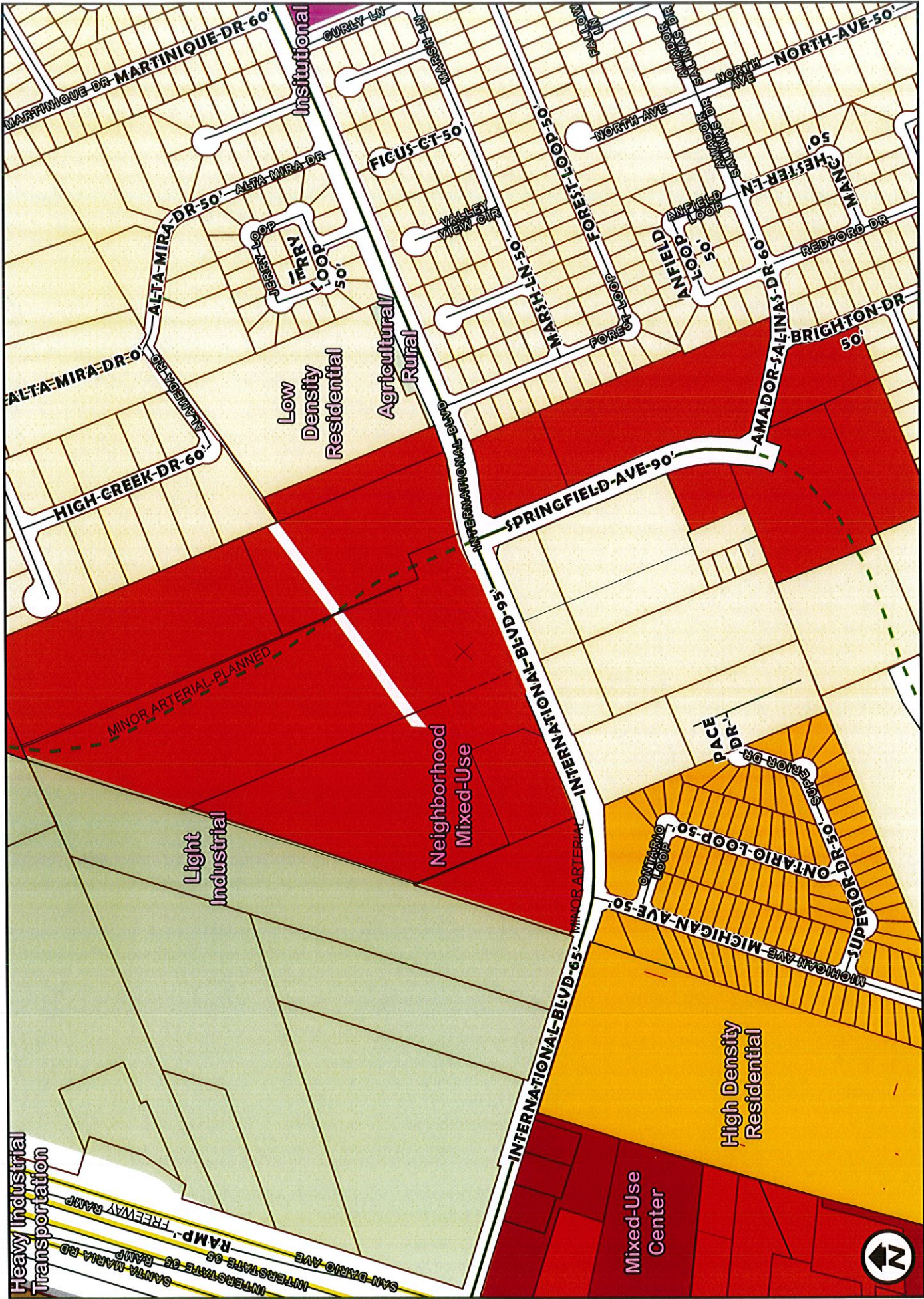


APPLICATION FOR  
 AG (AGRICULTURAL)  
 -> B3 (COMMUNITY BUSINESS DISTRICT)

ZC-29-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

ZONING OVERVIEW  
 1 inch = 415 feet



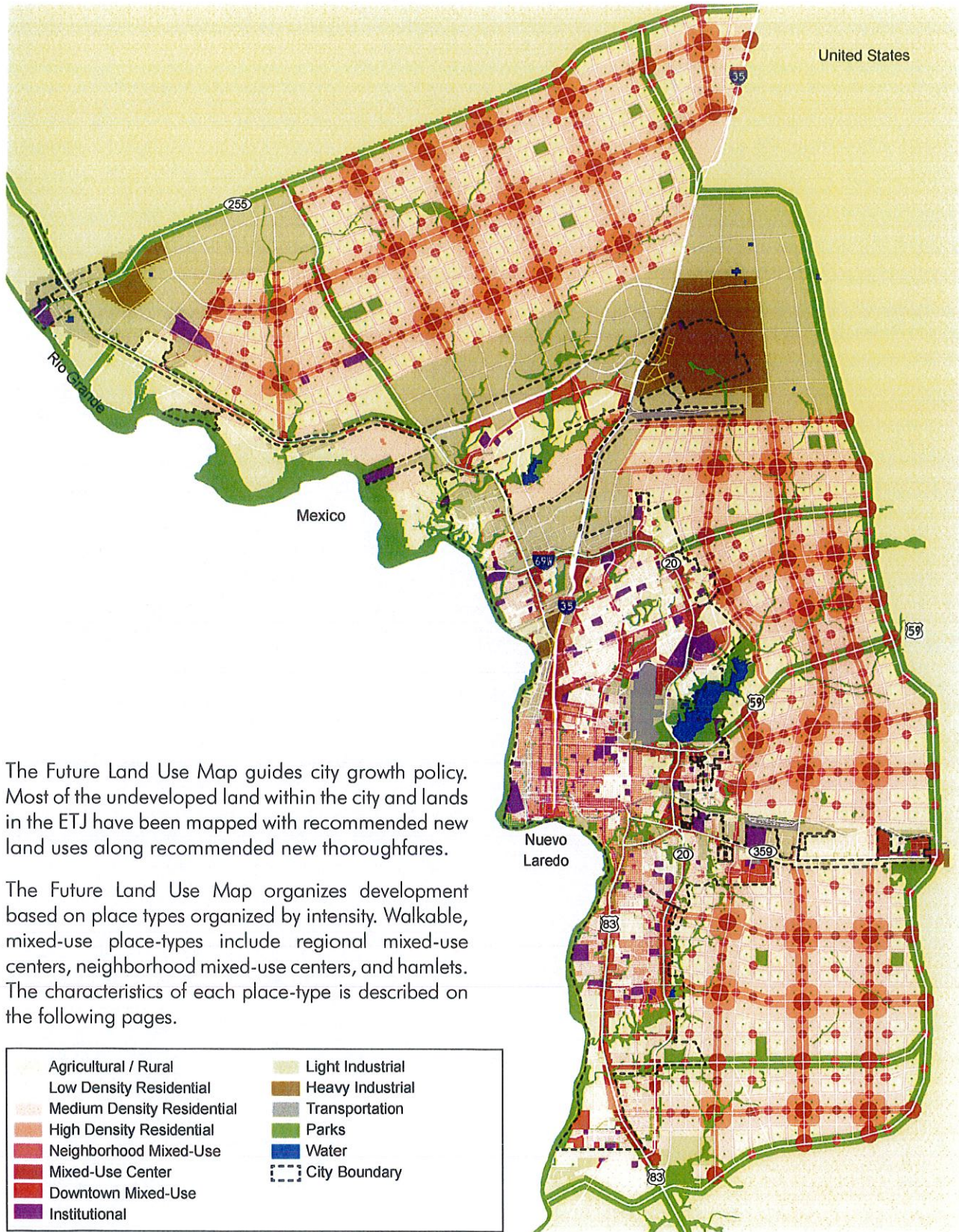


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ZC-29-2019  
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 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

FUTURE LANDUSE MAP  
 1 inch = 415 feet

# Future Land Use Map















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Agricultural / Rural	Light Industrial
Low Density Residential	Heavy Industrial
Medium Density Residential	Transportation
High Density Residential	Parks
Neighborhood Mixed-Use	Water
Mixed-Use Center	City Boundary
Downtown Mixed-Use	
Institutional	

## Land Use Equivalents Chart

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\* RO within a Low Density Residential is allowed with the exception of restaurants.

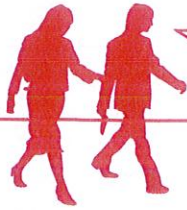
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- Bulk Grain And/Or Feed Storage
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Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



## Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

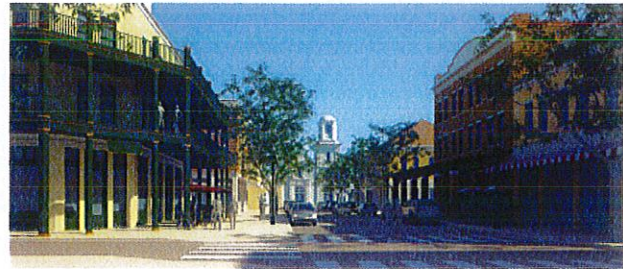


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

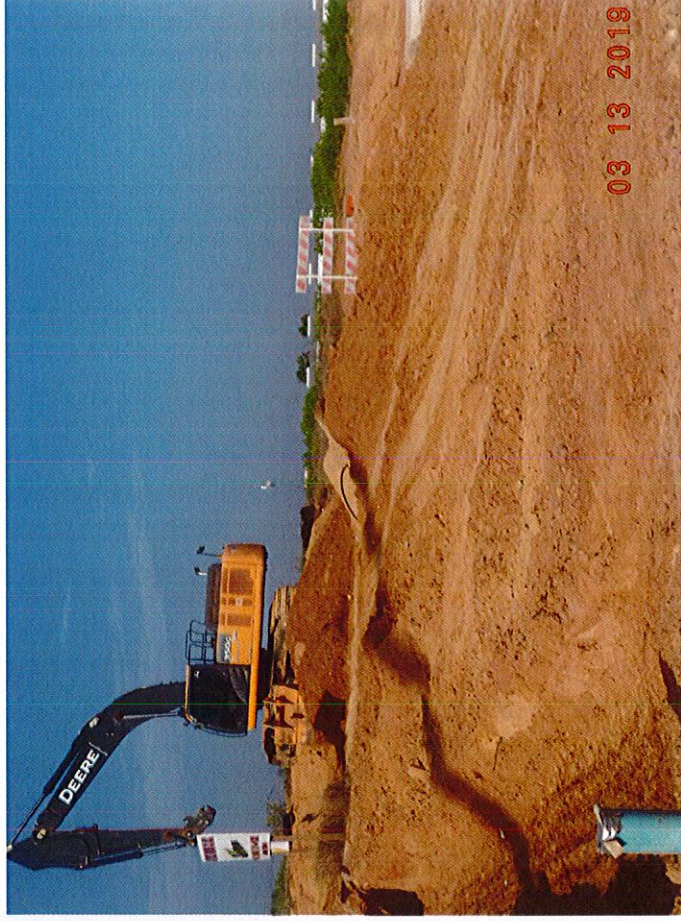


Downtown Mixed-Use

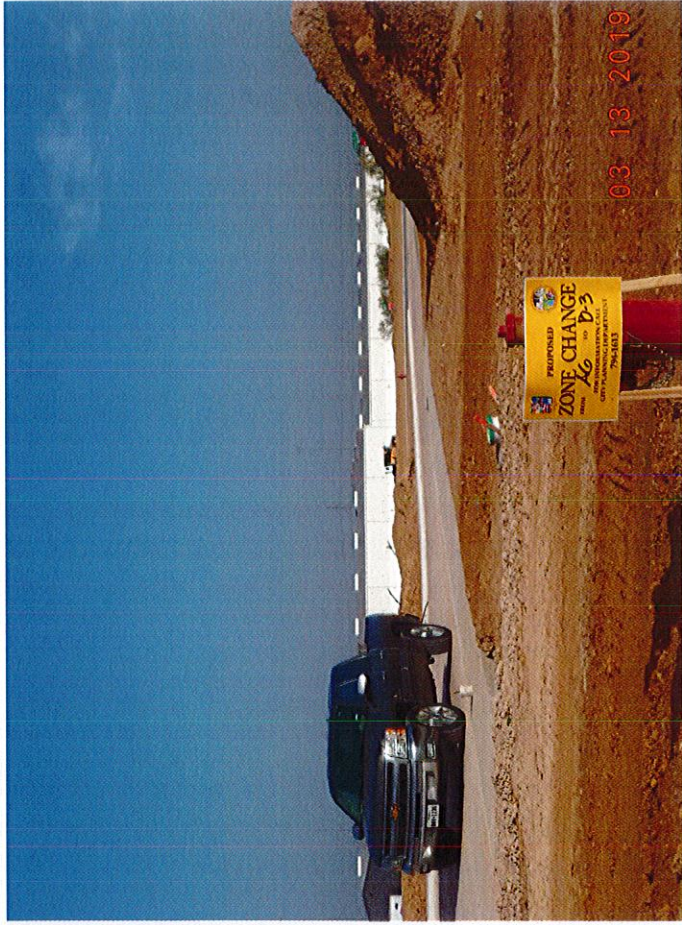
ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



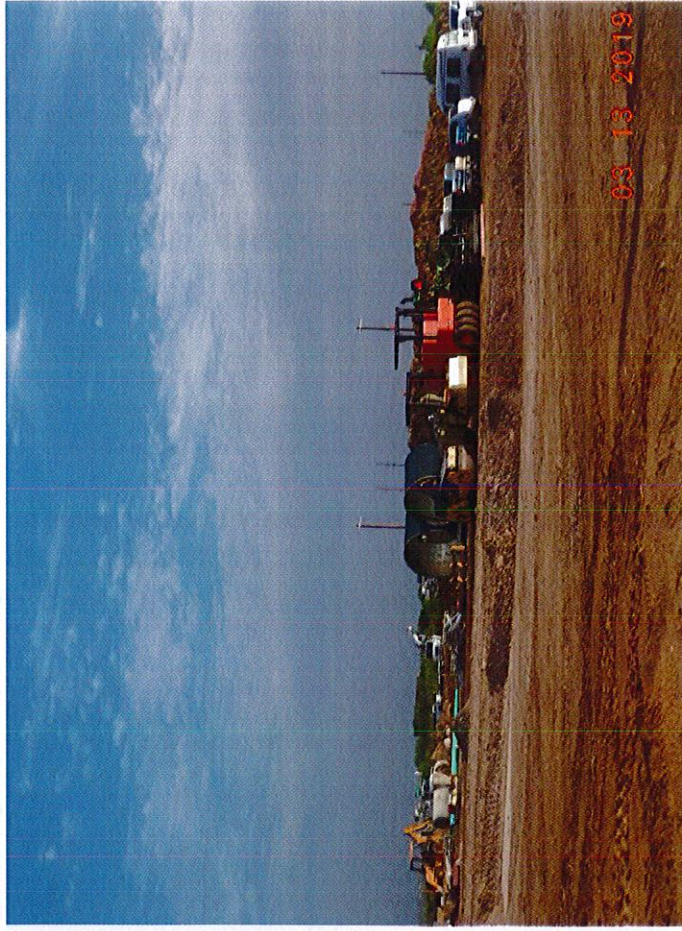
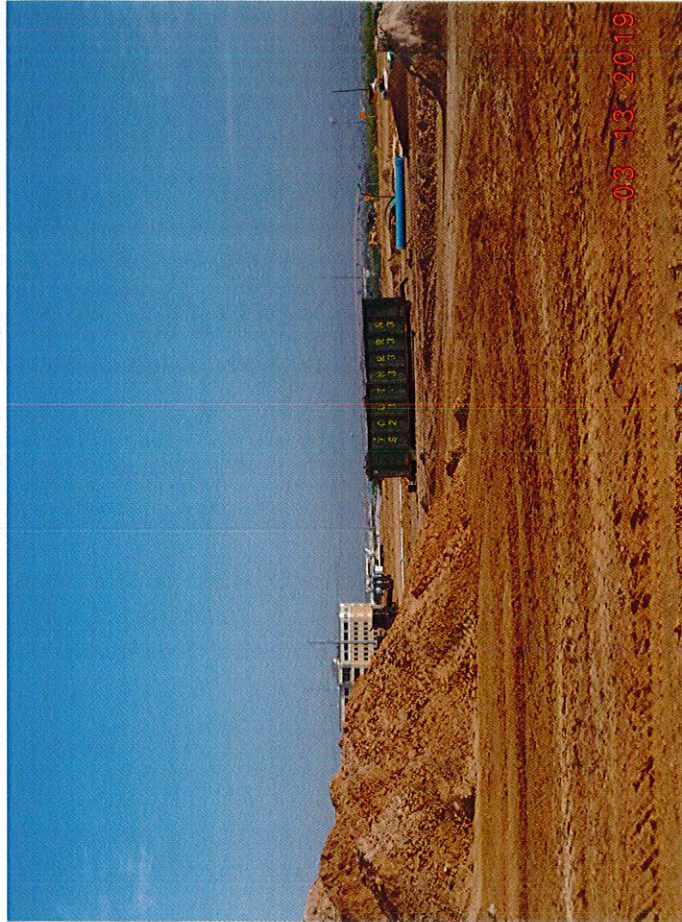
ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



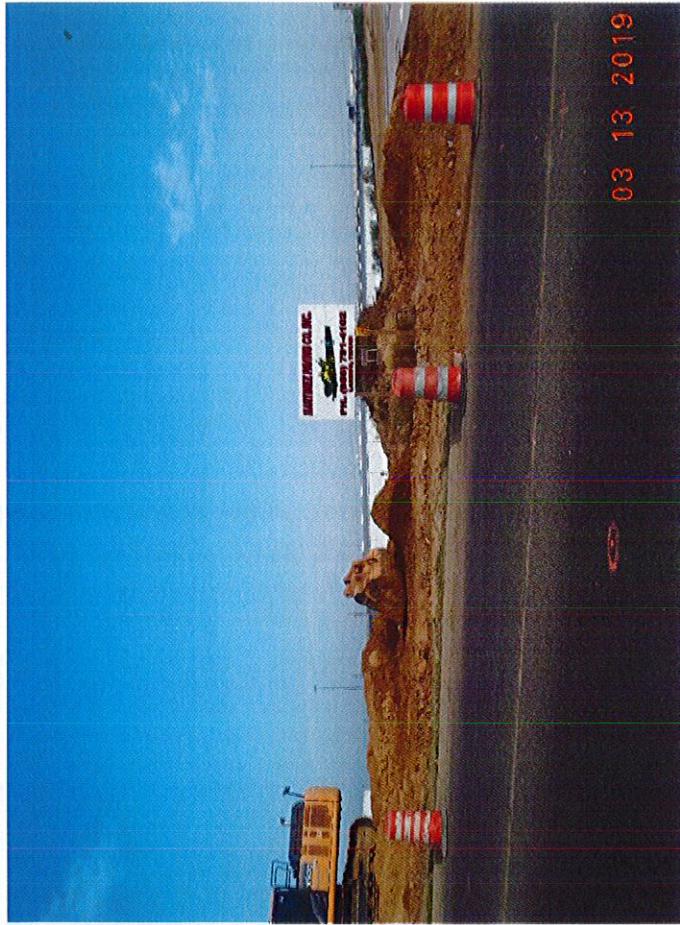
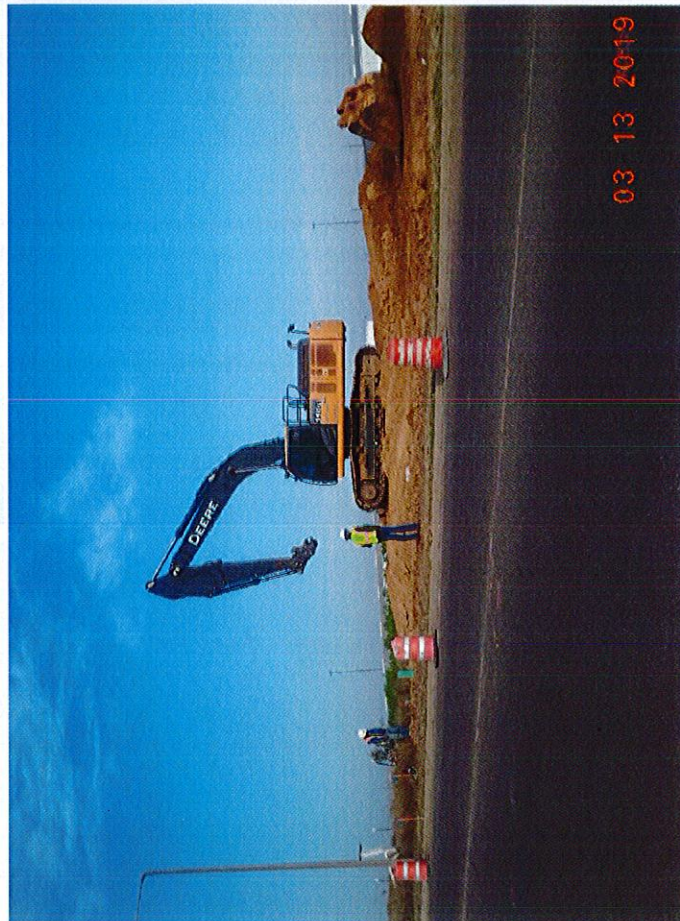
ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3

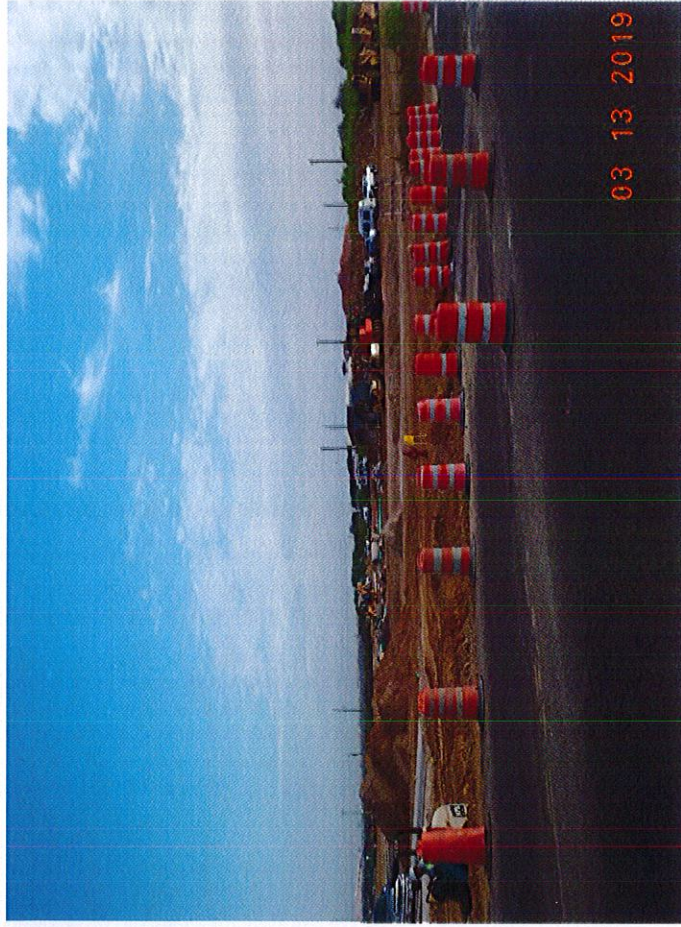
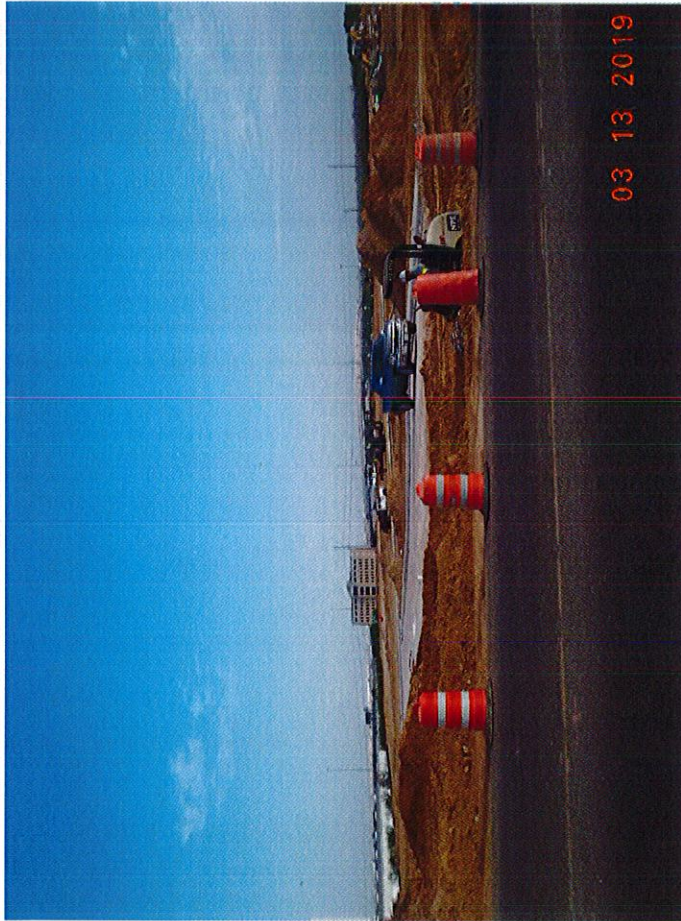


ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3





ZC-29-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



# North of International Blvd. and West of Springfield Ave.



© 2009 Panometry

11/25/2009

**North of International Blvd. and West of Springfield Ave.-  
South view**

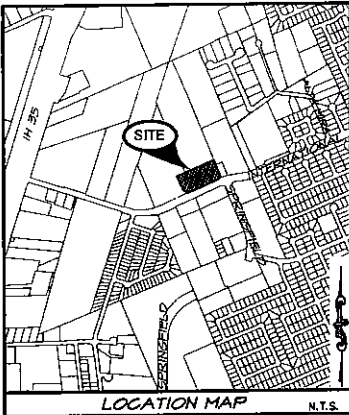


12/31/2018

**North of International Blvd., and West of Springfield Ave.-  
West view**



12/28/2018



PORCION 23, ABS. 283  
LEONARDO SANCHEZ, O.G.

CHI-TOWN CONNECTION  
VOL. 611, PG. 93,  
W.C.D.R.

P.O.B.  
S.E.C. ARMADILLO 19.88 AC.  
VOL. 4347, PG. 135, W.C.D.R.

ARMADILLO CONSTRUCTION  
COMPANY, LTD.  
VOL. 4347, PGS. 135-142  
W.C.D.R.

N 66°55'38" E 526.02'

69.04'  
S 22°31'11" E

2.959 ACRES

OUT OF LEOPOLDO GARZA BENAVIDEZ, LTD.  
TRACTS 1&2  
REC. IN VOL. 1324, PGS. 526-530,  
W.C.D.R.

TRACT 2  
REMAINDER OF 21,5147 AC.  
VOL. 1324, PG. 526  
W.C.D.R.

S 66°55'38" W 439.99'

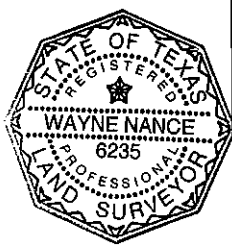
INTERNATIONAL BLVD.  
VOL. 524, PG. 328, W.C.D.R.

SPRINGFIELD AVE.

SET 1/2" I.R.  
L5  
REMAINDER OF TRACT 1 1308 AC.  
VOL. 1324, PG. 526  
W.C.D.R.  
L4  
SET 1/2" I.R.  
L3  
SET 1/2" I.R.  
L2  
SET 1/2" I.R.

LINE DATA		
LINE	DISTANCE	BEARING
L1	35.56'	S 22° 15' 29" W
L2	75.36'	N 68° 04' 22" W
L3	46.72'	N 23° 04' 22" W
L4	20.62'	N 37° 06' 32" W
L5	130.00'	N 23° 04' 22" W

DATE: 02/14/2017 SCALE: 1"=100'



**LEGEND:**

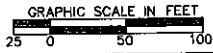
- SET 1/2" IRON ROD
- FOUND 1/2" IRON ROD
- P.O.B. POINT OF BEGINNING
- A.E. ACCESS EASEMENT
- W.C.D.R. WEBB COUNTY DEED RECORDS
- W.C.P.R. WEBB COUNTY PLAT RECORDS

**BASIS OF BEARINGS:**

GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

**NOTES:**

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1205C, DATED: APRIL 2, 2008.



**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 14<sup>th</sup> DAY OF FEBRUARY, 2017

*Wayne Nance*

WAYNE NANCE, R.P.L.S.  
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A:  
2.959 ACRES OUT OF THE  
LEOPOLDO GARZA BENAVIDEZ, LTD. TRACTS 1 & 2  
REC. IN VOL. 1324, PG. 526-530, W.C.D.R.  
PORCION 23 ~ ABSTRACT 283  
CITY OF LAREDO, WEBB COUNTY, TEXAS

**PORRAS NANCE  
ENGINEERING**

304 E. CALTON RD.  
LAREDO, TEXAS 78041  
PHONE F-4205  
TELE F-1018880  
OFFICE (956) 724-3007  
www.pornance.com

EXHIBIT A

## 2.959 ACRE TRACT

Being out and part of

**Porcion 23 ~ Abstract 283 ~ Leonardo Sanchez, Original Grantee**

**Leopoldo Garza Benavides, LTD., Tracts 1 & 2**

**Recorded in Volume 1324, Pages 526-530, Deed Records of Webb County, Texas**

Within the limits of the

**City of Laredo and Webb County, Texas**

February 14, 2019

Being a tract of land found to contain 2.959 acres, more or less, situated in Porcion 23, Abstract 283, Leonardo Sanchez, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of Leopoldo Garza Benavides, LTD., Tracts 1 & 2, recorded in Volume 1324, Page 526 of the Deed Records of Webb County, Texas; this 2.959 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at ½" iron rod found in the southwesterly boundary line of the Chi-Town Connection, LTD. 5.5267 Acre Tract, recorded in Volume 611, Page 93, of the Deed Records of Webb County, Texas, said point also being the east corner of the Armadillo Construction Company, LTD. Tract recorded in Volume 4347, Pages 135 – 142 of the Deed Records of Webb County, Texas, the northeast corner of the herein described tract and the **POINT OF BEGINNING**;

**THENCE** South 22°31'11" East, 69.04 Feet, to a ½" iron rod found for an exterior corner of said Chi-Town Tract, also being the northwest corner of the Right-of-Way Easement Dedication Tract recorded in Volume 4347, Pages 127-134 of the Deed Records of Webb County for an exterior deflection corner to the right of the herein described tract;

**THENCE** South 22°24'52" East, 155.97 Feet, to a ½" iron rod found for a clip corner of said Right-of-Way Easement Dedication Tract and an exterior deflection corner to the right of the herein described tract;

**THENCE** South 22°15'29" West, 35.56 Feet, to a ½" iron rod found in the northerly right-of-way line of International Boulevard for the southeast corner of this tract;

**THENCE** South 66°55'38" West, 439.99 Feet, along said International Boulevard northerly right-of-way line to a ½" iron rod set for a corner clip of the said Armadillo Tract and the southwest corner of this tract;

**THENCE** along the common boundary line said Armadillo Tract and the westerly line of the herein described tract as follows:

North 68°04'22" West, 75.36 Feet, to a ½" iron rod set for an exterior deflection corner the right;  
North 23°04'22" West, 46.72 Feet, to a ½" iron rod set for an interior deflection corner to the left;  
North 37°06'32" West, 20.62 Feet, to a ½" iron rod set for an exterior deflection corner to the right;  
North 23°04'22" West, 130.00 Feet, to a ½" iron rod set for the northwest corner of this tract;

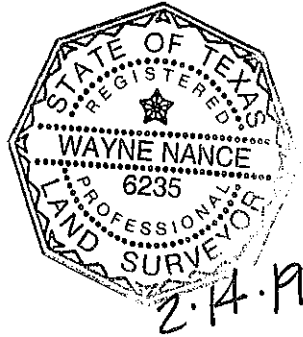
**THENCE** North 66°55'38" East, 526.02 Feet, along the northerly boundary line of the herein described tract to a ½" rod found for the east corner of said Armadillo Tract, the northeast corner of the herein described tract and the **POINT OF BEGINNING**.

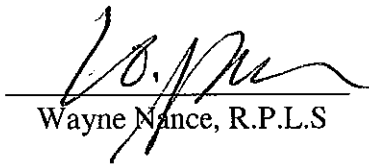
*Basis of Bearings and Distances:*

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

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

Witness my Hand and Seal



  
Wayne Nance, R.P.L.S



# CITY OF LAREDO

PLANNING DEPARTMENT

March 8, 2019

Dear Property Owner:  
**ZC-29-2019**

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on: approximate 2.959 acres, located at: North of International Blvd., and West of Springfield Ave.

The zone change request is from its current use as: AG (Agricultural District), to B-3 (Community Business District).

The applicant has stated the proposed use as: commercial. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, March 21, 2019 at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that your sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone Ms. Alejandrina Sanchez at (956)794-1610, come by Planning office or email at: asanchez5@ci.laredo.tx.us

-----DETACH HERE-----

**ZC-29-2019; AG to B-3 on, approximate 2.959 acres, located at: North of International Blvd., and West of Springfield Ave.**

I Gerardo Salinas / <sup>Chir-Tann</sup> Connection, LTD of Acreage at corners of International + Springfield and Amador Salinas + Springfield  
Name LTD Address

object \_\_\_\_\_ / support  the proposed zone change for the following reason:

Promotes economic growth in the area in line with appropriate use. Strongly in favor of this change to improve area and enhance neighborhood for residents.

724-8469 Telephone [Signature] Signature 3/14/19 Date



## Alejandrina Sanchez

---

**From:** Emily Gist <emilygist@gmail.com>  
**Sent:** Thursday, March 21, 2019 4:37 PM  
**To:** Alejandrina Sanchez  
**Subject:** On behalf of Eva Jane Connelly

Eva Jane Connelly would like to formally report her opposition to the rezoning of cases ~~ZC-29-29P~~ and ~~ZZ-29-29P~~ to B3 from residential. This property and area is not appropriate for commercial zoning.

Thank you for your service to the city.

\* ZC-29-2019  
\* ZC-30-2019

## City Council-Regular

26.

Meeting Date: 05/06/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Leopoldo Garza,  
Owner/Applicant and Porras  
Nance Engineering,  
Representative

Prior Action: This item was introduced by the Honorable Dr. Marte Martinez at the regular Council meeting of April 15, 2019.

---

### SUBJECT:

**2019-O-069** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 2.067 acres, as further described by Metes and Bounds on Exhibit A, located, North of International Blvd., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

### **ZC-30-2019** **District VI**

### BACKGROUND:

**Council District:** VI – The Honorable Dr. Marte Martinez

**Proposed use:** Commercial. Staff inquired as to the proposed use being considered at this location, representative stated that the intended use has not been defined by the property owner.

**Site:** Vacant undeveloped land.

**Surrounding land uses:** North, south, east and west of the property there is vacant undeveloped land.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Neighborhood Mixed-Use (which includes all zoning districts, except M-1, M-2, B-4, AH, AN, FH, OG, and FiH).

**Transportation Plan:** The Long Range Thoroughfare Plan identifies International Blvd., as a Minor Arterial and Springfield Ave., as a Planned Minor Arterial, West of the property.

Letters sent to surrounding property owners: 4

In Favor: 1

Opposed: 1

#### STAFF COMMENTS:

The proposed zone change is appropriate at this location. The current AG zoning does not allow for commercial uses in the area.

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is compatible with the Comprehensive Plan's Designation for this area as Neighborhood Mixed-Use.
2. The proposed location meets accessibility, and can sustain uses permitted in B-3 zones.
3. A B-3 zoning, opens the possibility for uses that might be compatible and benefit the area, once development starts within the surrounding area.

**\* Refer to attached list for Section 24.63 Permitted Uses on a B-3 zoning district of the Laredo Land Development Code Book.**

#### P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

#### STAFF RECOMMENDATION:

Staff supports the proposed zone change.

#### IMPACT ANALYSIS

**B-3 (Community Business District):** The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets. By rezoning from AG to B-3, all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are:

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,
- upholstery shop,
- restaurant (drive thru),
- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,

- portable buildings leasing/storage,
- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),
- auto glass repair/tinting,
- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor's office/sales,
- parking areas for vehicles/trailers/RV's,
- amusement services (indoors),
- children's amusement services (outdoors),
- billiard parlor, etc

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

No, there is no established land use pattern in the area currently. There is no commercial pattern yet, but there is a trend defining more commercial access. There is vacant undeveloped land on both sides of International Blvd. south of the property.

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

No, there is a B-3 zoning district in the proximity of the area, across International Blvd.

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

No, a B-3 district may introduce more intense uses to the neighborhood to the residential neighborhood northeast of the property, but may also introduce desirable uses that will benefit the neighborhood, with direct access from International Blvd.

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

Yes, the existing AG (Agricultural District) zoning, only allows for some residential, institutional/Government and agricultural uses, and the property owner wants to introduce commercial uses.

---

Attachments

Ordinance 2019-O-069

Color Maps - ZC-30-2019

Color Pictures - ZC-30-2019

Exhibit A - ZC-30-2019

200' letters received-ZC-30-2019

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**ORDINANCE NO. 2019-O-069**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 2.067 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, LOCATED AT NORTH OF INTERNATIONAL BLVD., AND WEST OF SPRINGFIELD AVE., FROM AG (AGRICULTURAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 2.067 acres, as further described by Metes and Bounds on Exhibit A, located at North of International Bld., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 21, 2019; 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 April 15, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximate 2.067 acres, as further described by Metes and Bounds on Exhibit A, located at North of International Bld., and West of Springfield Ave., from AG (Agricultural District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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

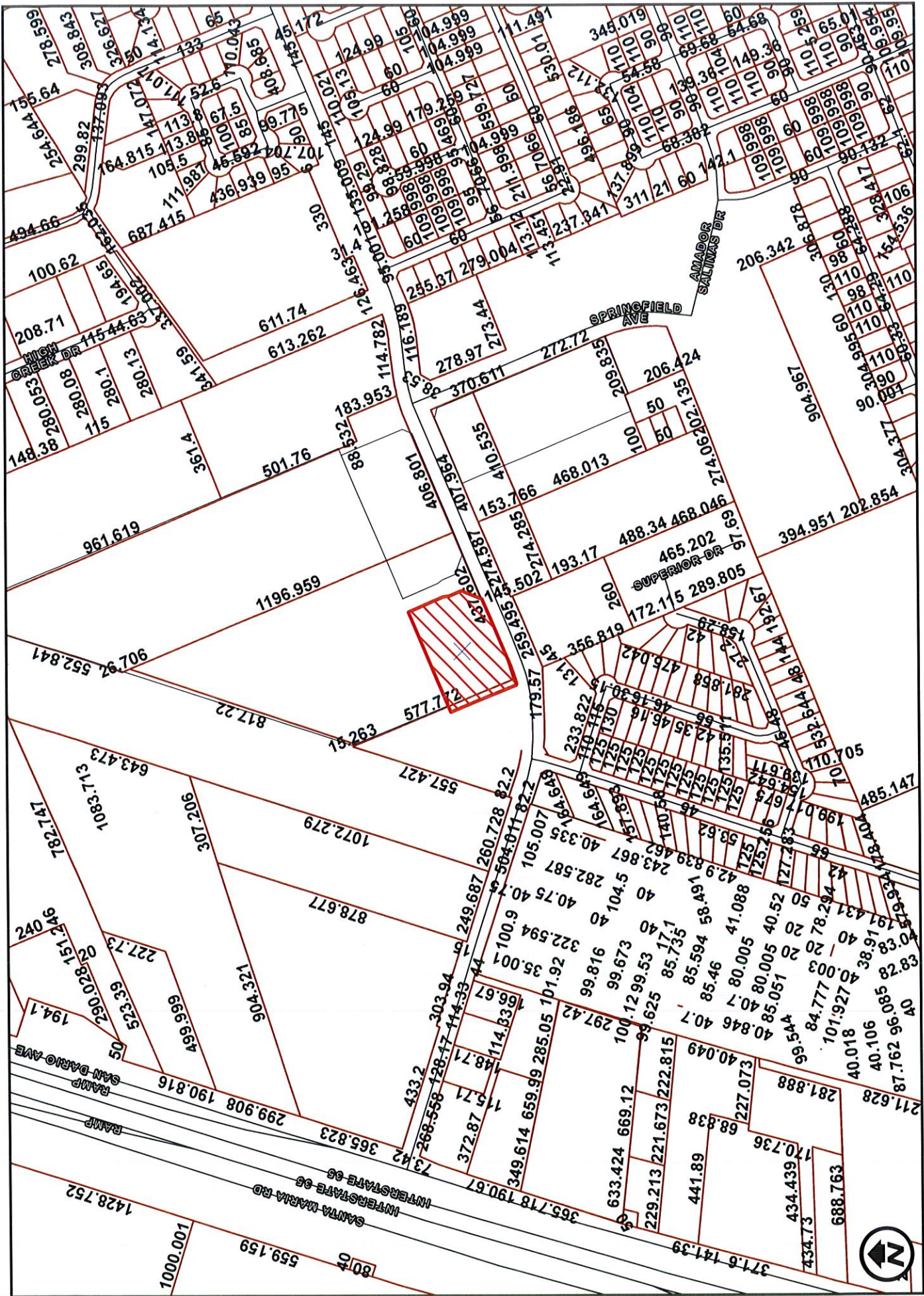


APPLICATION FOR  
 AG(AGRICULTURAL)  
 -> B3(COMMUNITY BUSINESS DISTRICT)

ZC-30-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

AERIAL MAP  
 1 inch = 415 feet





APPLICATION FOR  
AG(AGRICULTURAL)  
-> B3(COMMUNITY BUSINESS DISTRICT)

ZC-30-2019  
COUNCIL DISTRICT 6  
NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

DIMENSIONS MAP  
1 inch = 415 feet

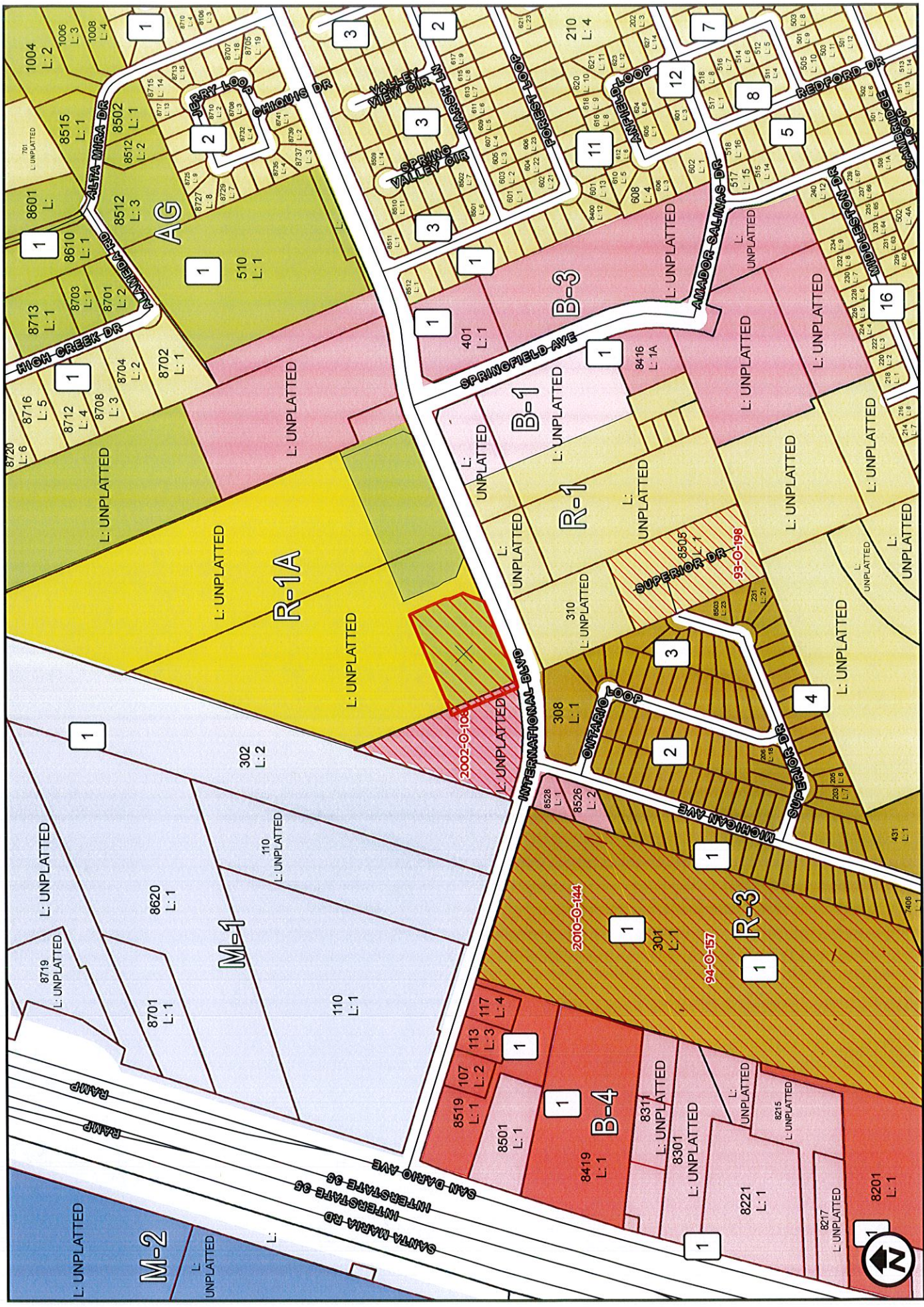




**Survey Map**  
 1 inch = 125 feet

ZC-30-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

APPLICATION FOR  
 AG (AGRICULTURAL)  
 -> B3 (COMMUNITY BUSINESS DISTRICT)

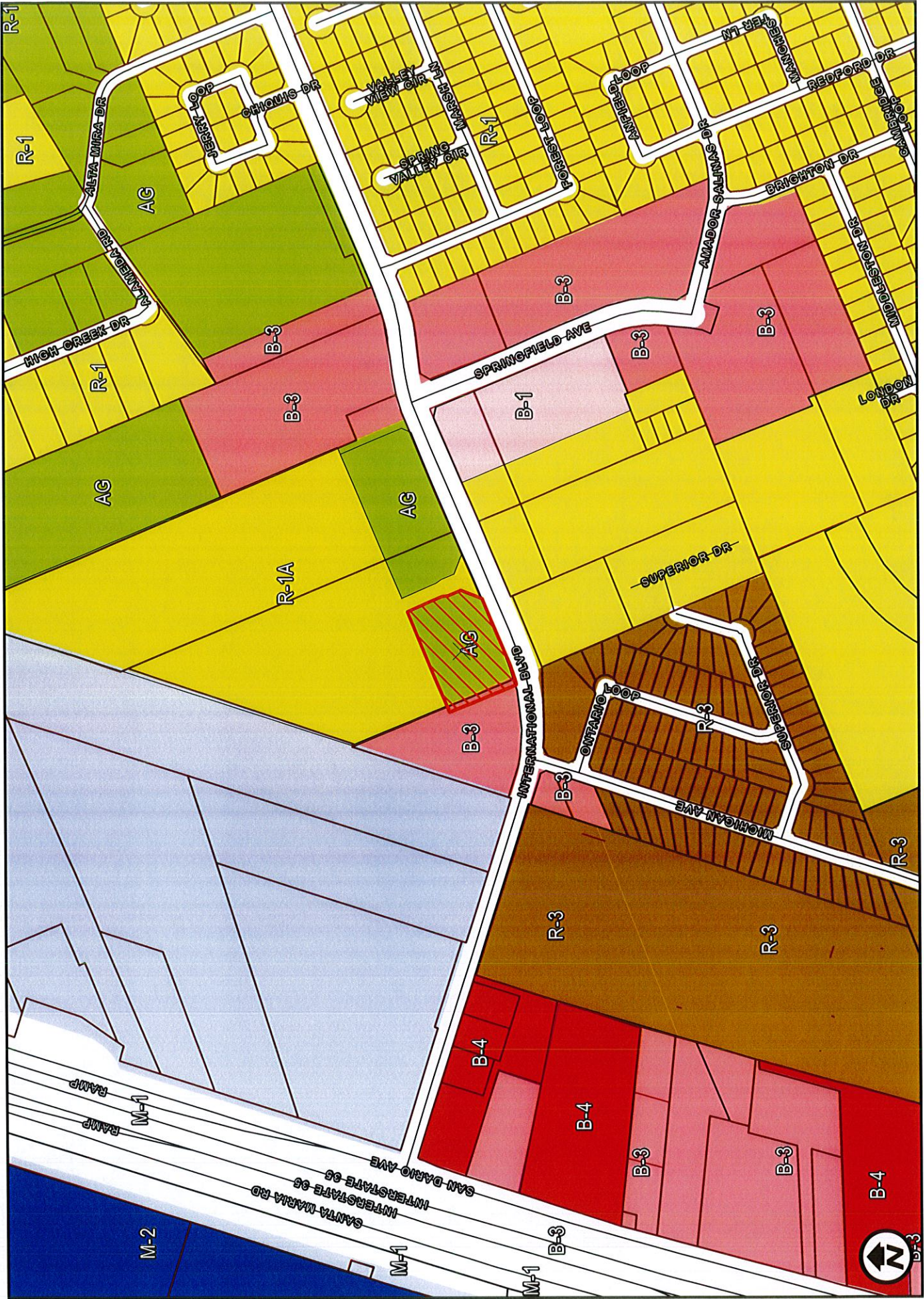


APPLICATION FOR  
AG(AGRICULTURAL)  
-> B3(COMMUNITY BUSINESS DISTRICT)

ZC-30-2019  
COUNCIL DISTRICT 6  
NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

ZONING MAP  
1 inch = 415 feet

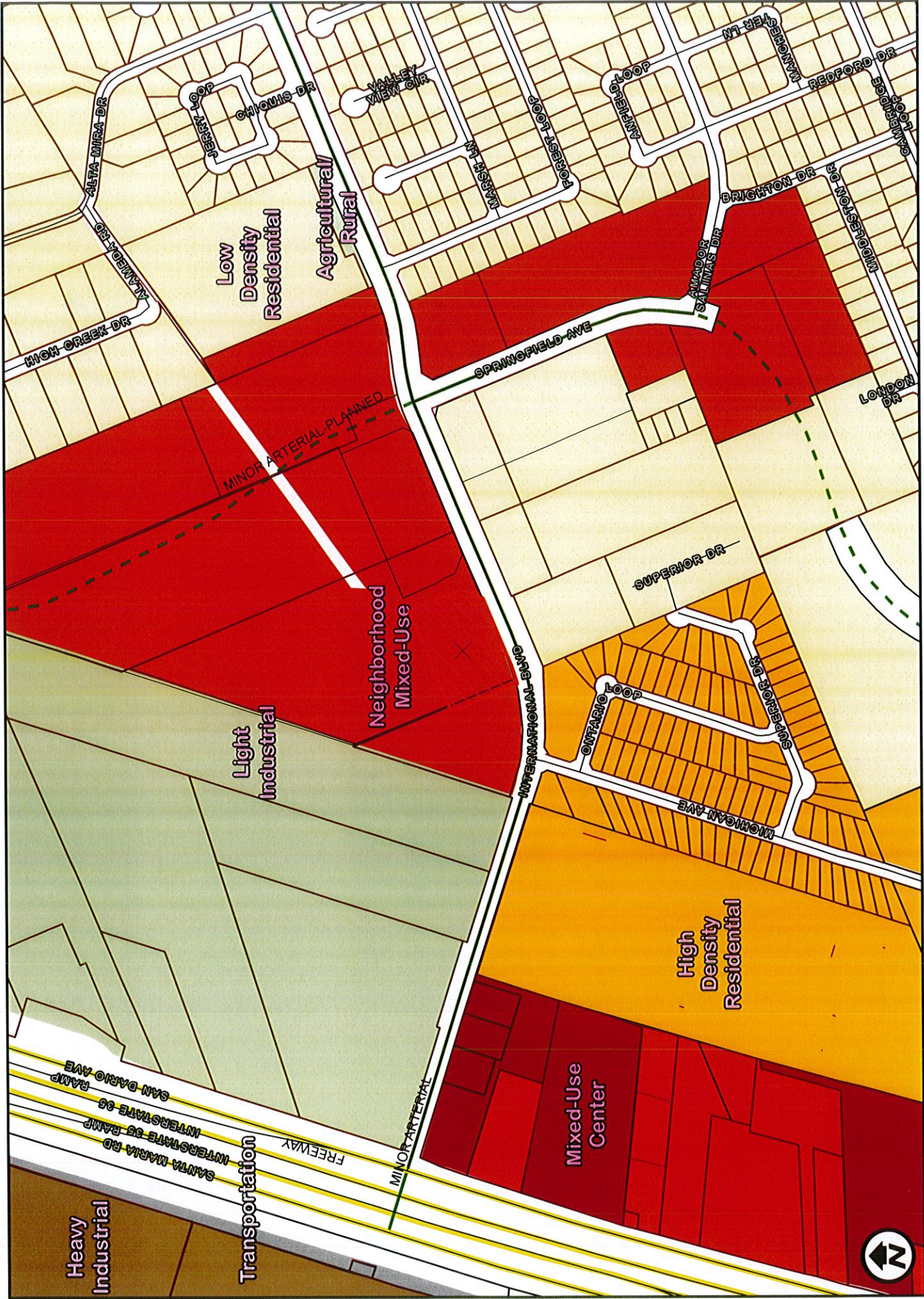




APPLICATION FOR  
 AG(AGRICULTURAL)  
 -> B3(COMMUNITY BUSINESS DISTRICT)

ZC-30-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

ZONING OVERVIEW  
 1 inch = 415 feet



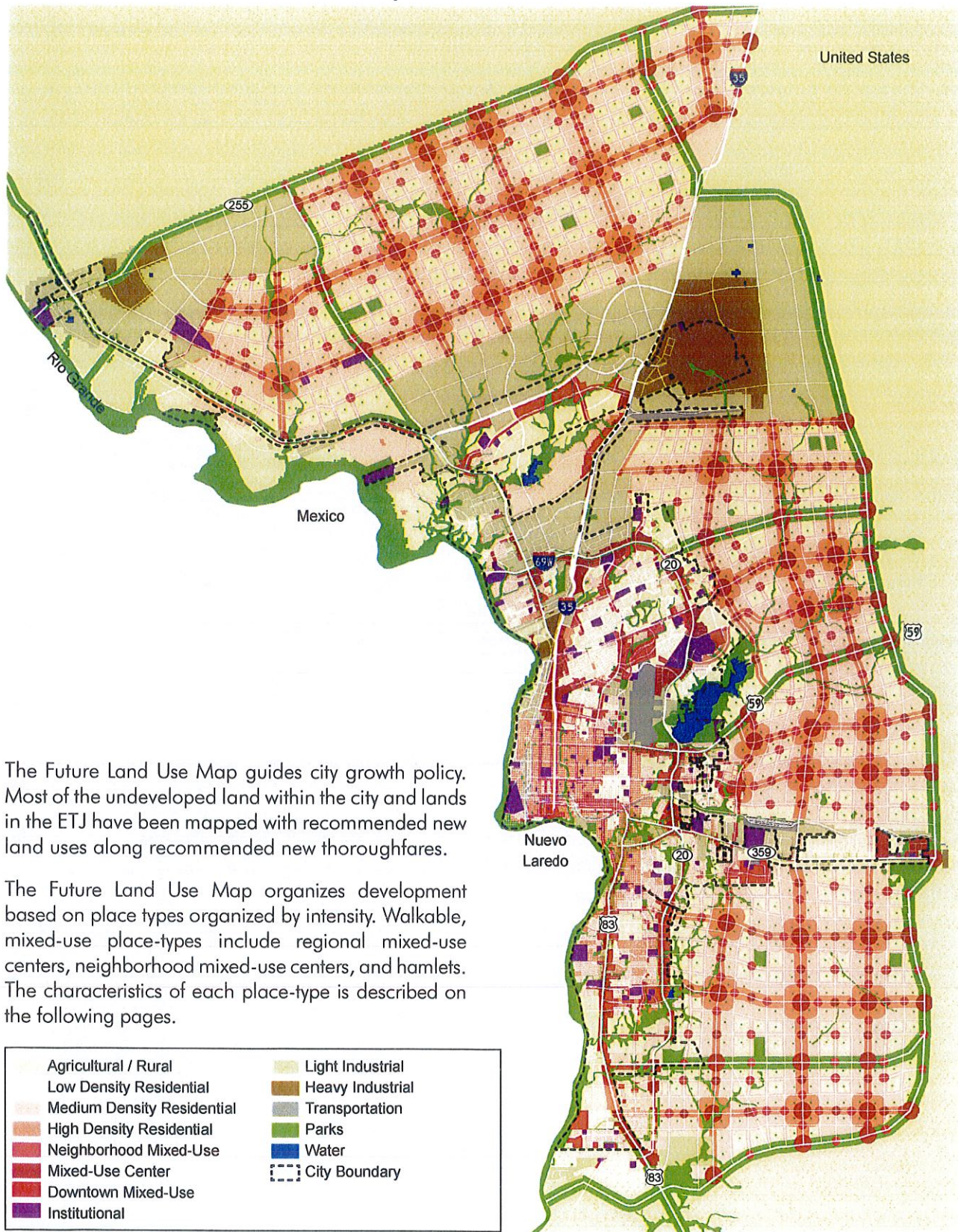
APPLICATION FOR  
 AG(AGRICULTURAL)  
 -> B3(COMMUNITY BUSINESS DISTRICT)

ZC-30-2019  
 COUNCIL DISTRICT 6  
 NORTH OF INTERNATIONAL, WEST OF SPRINGFIELD

FUTURE LANDUSE MAP  
 1 inch = 415 feet















# Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

## Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

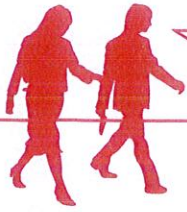
\* RO within a Low Density Residential is allowed with the exception of restaurants.

\*\* Land uses allowed under a B4 are allowed with the exception of the following uses\*\*\*:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

\*\*\*Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



### Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

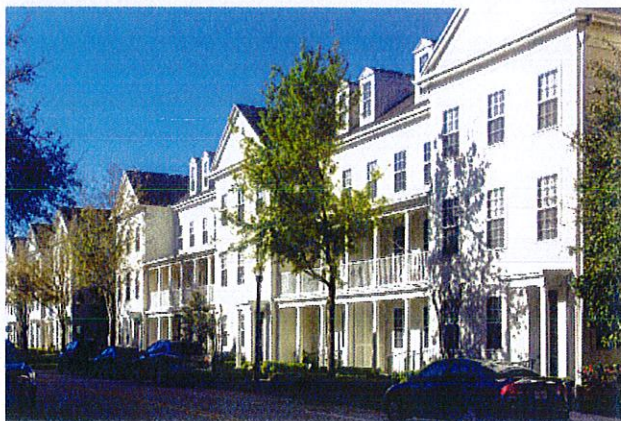
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

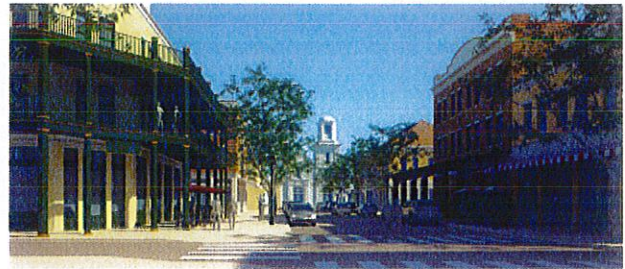


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



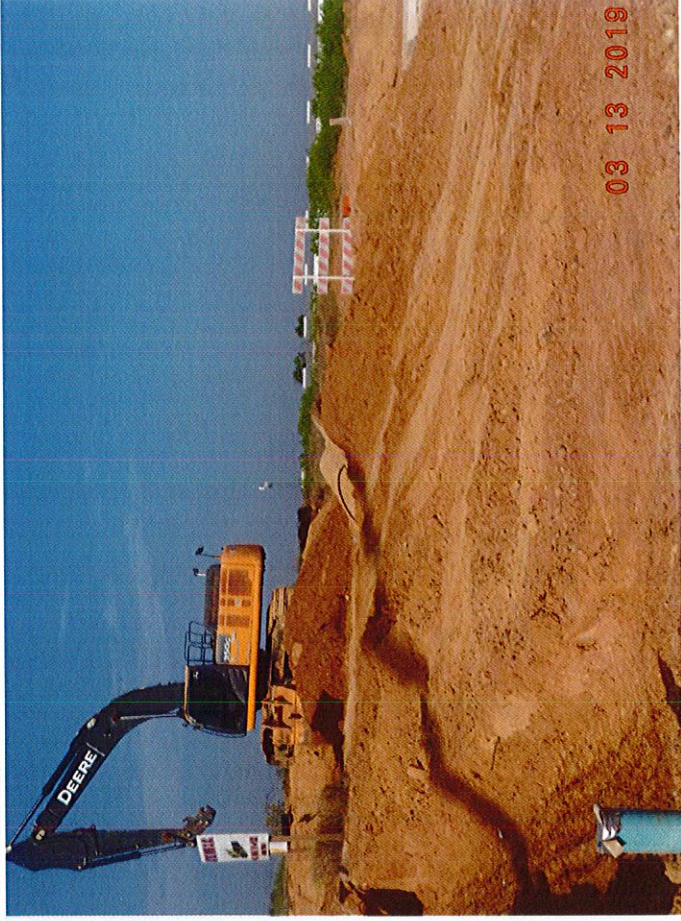
Downtown Mixed-Use



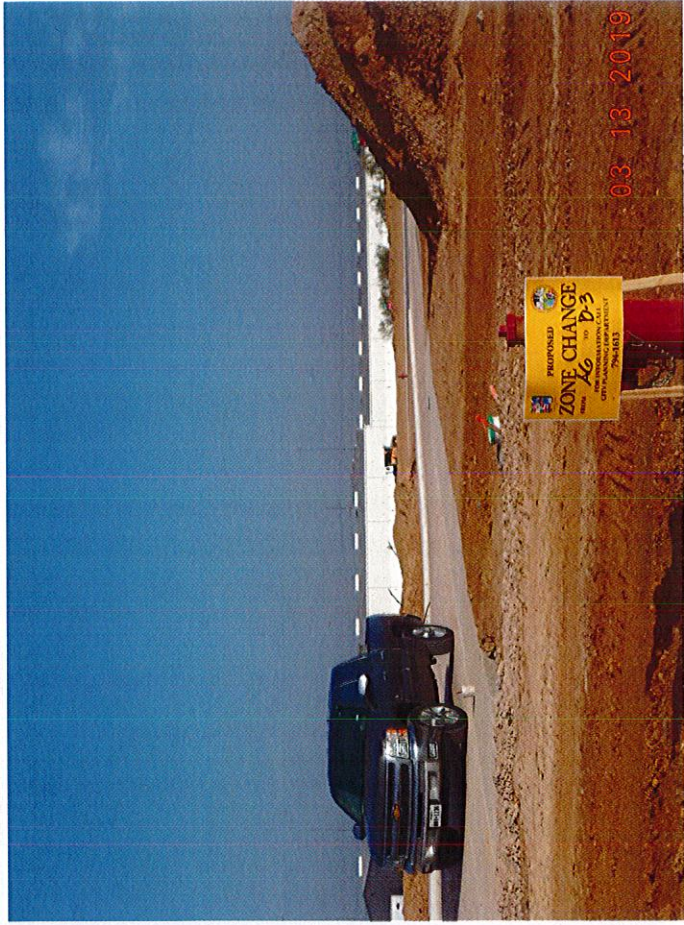
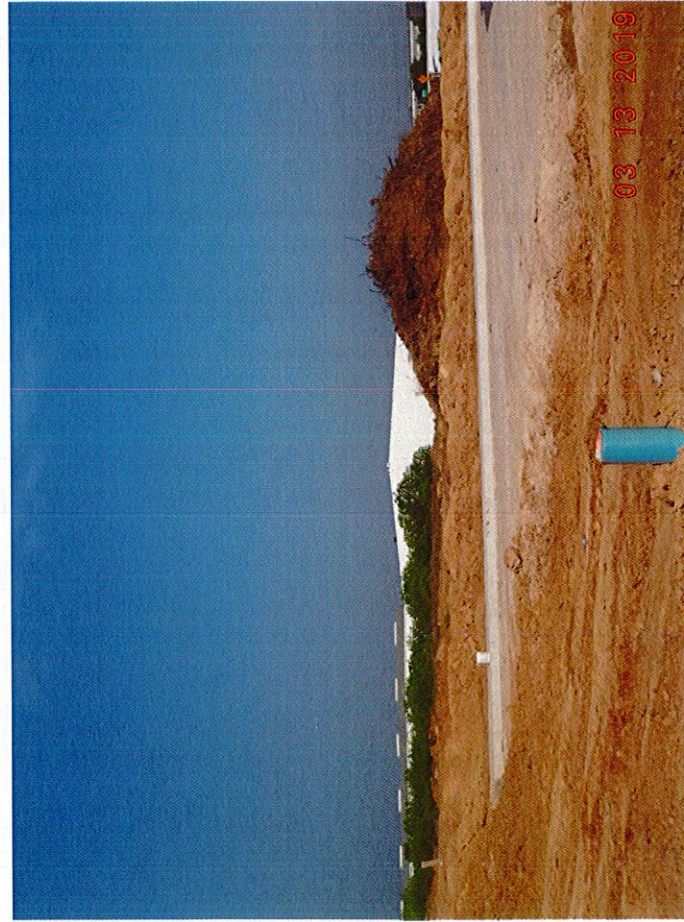
ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



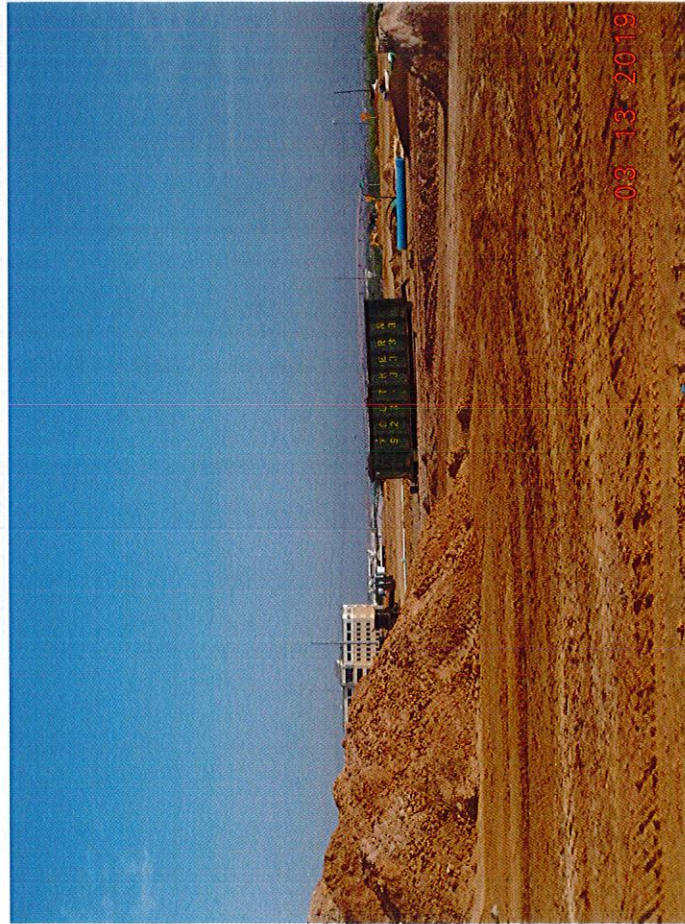
ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3

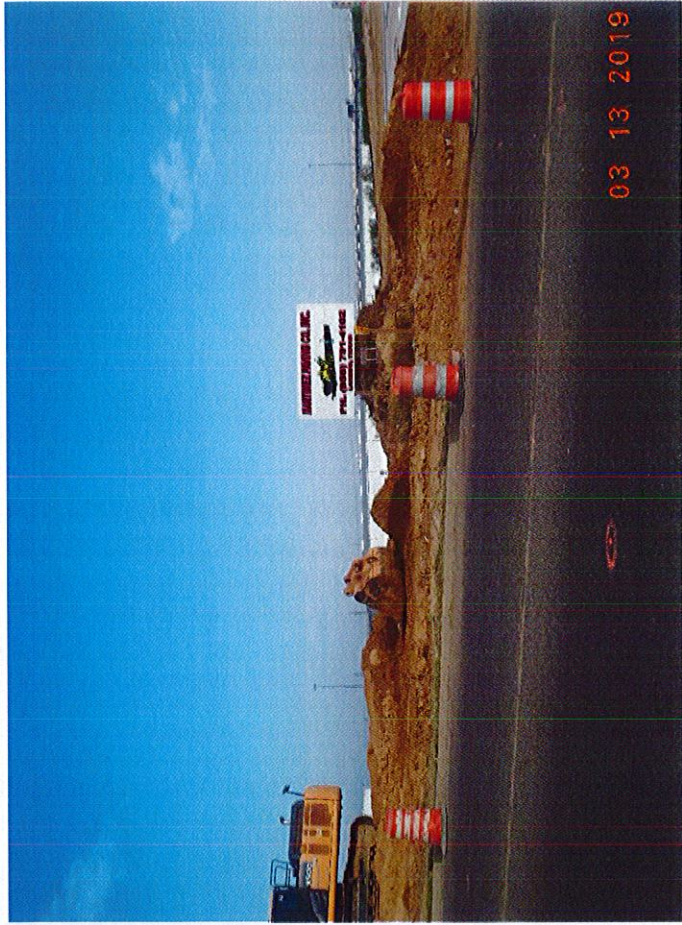


ZC-30-2019

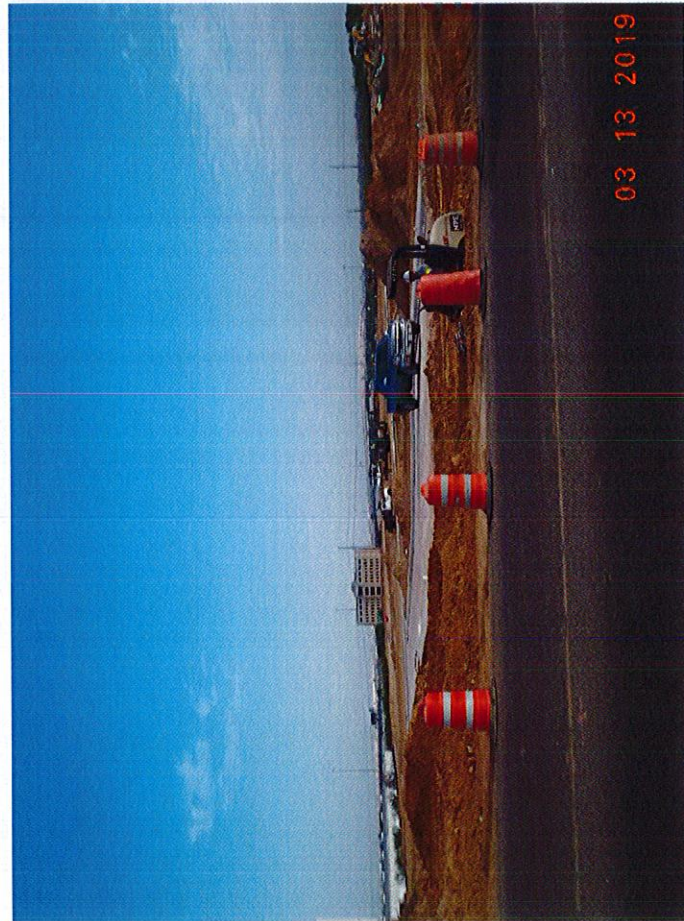
North of International Blvd. and West of Springfield Ave.  
AG to B-3

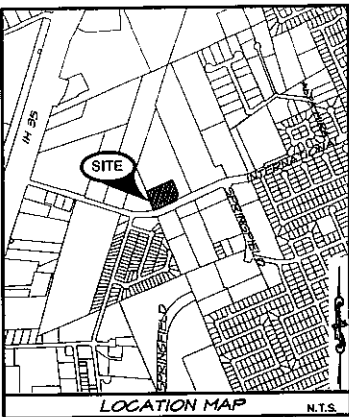


ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3



ZC-30-2019  
North of International Blvd. and West of Springfield Ave.  
AG to B-3





PORCION 23, ABS. 283  
LEONARDO SANCHEZ, O.G.

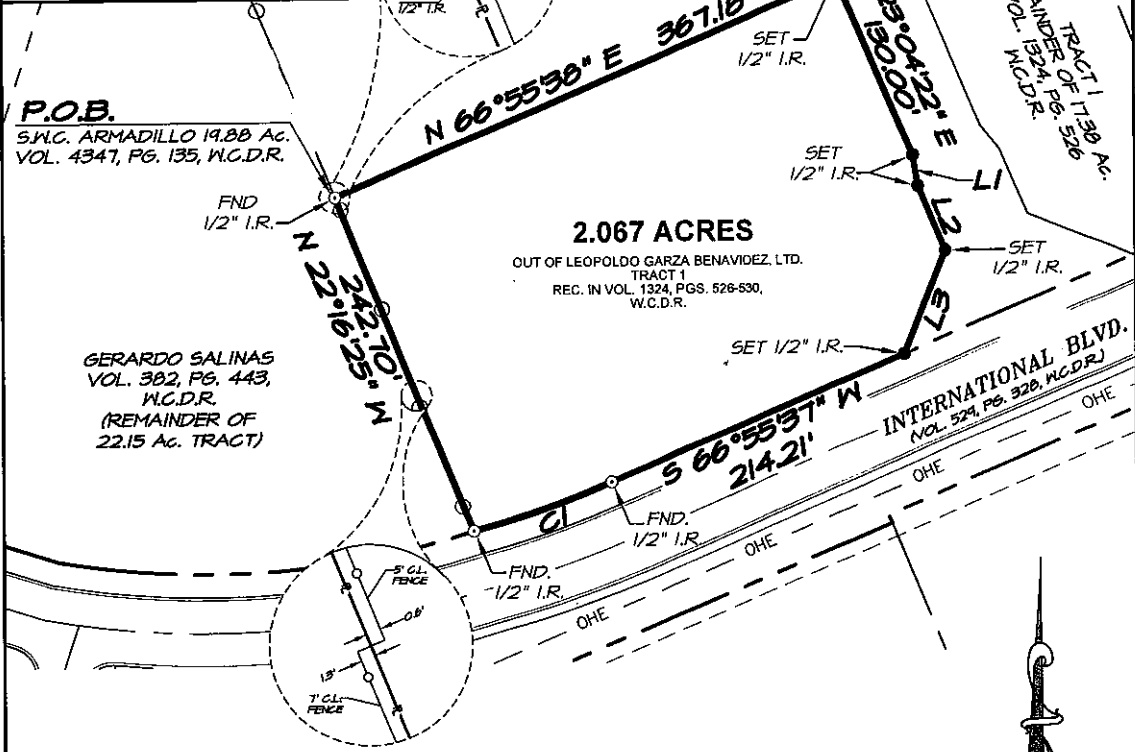
ARMADILLO CONSTRUCTION  
COMPANY, LTD.  
VOL. 4347, PGS. 135-142  
W.C.D.R.

**P.O.B.**  
S.W.C. ARMADILLO 19.88 Ac.  
VOL. 4347, PG. 135, W.C.D.R.

GERARDO SALINAS  
VOL. 382, PG. 443,  
W.C.D.R.  
(REMAINDER OF  
22.15 AC. TRACT)

**2.067 ACRES**  
OUT OF LEOPOLDO GARZA BENAVIDEZ, LTD.  
TRACT 1  
REC. IN VOL. 1324, PGS. 526-530,  
W.C.D.R.

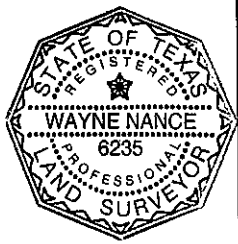
REMAINDER OF TRACT 1, 19.88 AC.  
VOL. 1324, PG. 529,  
W.C.D.R.



CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TAN	CHORD	CHD BEARING
C-1	08°32'20"	660.53'	98.44'	49.31'	98.35'	S 71°11'49" W

DATE: 02/14/2017 SCALE: 1"=100'

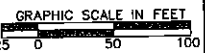
LINE DATA		
LINE	DISTANCE	BEARING
L1	20.62'	S 09° 02' 12" E
L2	46.72'	S 23° 04' 22" E
L3	75.38'	S 21° 55' 38" W



**LEGEND:**  
 ● SET 1/2" IRON ROD  
 ⊙ FOUND 1/2" IRON ROD  
 P.O.B. POINT OF BEGINNING  
 A.E. ACCESS EASEMENT  
 W.C.D.R. WEBB COUNTY DEED RECORDS  
 W.C.P.R. WEBB COUNTY PLAT RECORDS

**BASIS OF BEARINGS:**  
 GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

**NOTES:**  
 1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.  
 2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1205C, DATED: APRIL 2, 2008.



**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 14<sup>TH</sup> DAY OF FEBRUARY, 2019

*Wayne Nance*  
 WAYNE NANCE, R.P.L.S.  
 TEXAS REG. NO. 6235

**BOUNDARY SURVEY OF A:**  
 2.067 ACRES OUT OF THE  
 LEOPOLDO GARZA BENAVIDEZ, LTD. TRACT 1  
 REC. IN VOL. 1324, PG. 526-530, W.C.D.R.  
 PORCION 23 ~ ABSTRACT 283  
 CITY OF LAREDO, WEBB COUNTY, TEXAS

**PORRAS NANCE ENGINEERING**  
 804 E. CALTON RD.  
 LAREDO, TEXAS 78041  
 TSP# F-6205  
 TPL# F-1018800  
 OFFICE (361) 734-3087  
 www.pnrns.com

EXHIBIT A



## 2.067 ACRE TRACT

Being out and part of

Porcion 23 ~ Abstract 283 ~ Leonardo Sanchez, Original Grantee

Leopoldo Garza Benavides, LTD., Tract 1

Recorded in Volume 1324, Pages 526-530, Deed Records of Webb County, Texas

Within the limits of the

City of Laredo and Webb County, Texas

February 14, 2019

Being a tract of land found to contain 2.067 acres, more or less, situated in Porcion 23, Abstract 283, Leonardo Sanchez, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of Leopoldo Garza Benavides, LTD., Tracts 1, recorded in Volume 1324, Page 526 of the Deed Records of Webb County, Texas; this 2.067 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at ½" iron rod found in the easterly boundary line of the Gerardo Salinas Tract, recorded in Volume 382, Page 443 of the Deed Records of Webb County, Texas, said point also being the southwest corner of the Armadillo Construction Company, LTD. Tract recorded in Volume 4347, Pages 135 – 142 of the Deed Records of Webb County, Texas, the northwest corner of the herein described tract and the **POINT OF BEGINNING**;

**THENCE** North 66°55'38" East, 367.18 Feet, to a ½" iron rod set for an interior corner of said Armadillo Tract for the northeast corner of this tract;

**THENCE** along the common boundary line said Armadillo Tract and the easterly line of the herein described tract as follows:

South 23°04'22" East, 130.00 Feet, to a ½" iron rod set for an exterior deflection corner to the right;  
South 09°02'12" East, 20.62 Feet, to a ½" iron rod set for an interior deflection corner to the left;  
South 23°04'22" East, 46.72 Feet, to a ½" iron rod set for an exterior deflection corner to the right;  
South 21°55'38" West, 75.36 Feet, to a ½" iron rod set on the northerly right-of-way line of International Boulevard for the southeast corner of the herein described tract;

**THENCE** South 66°55'37" West, 214.21 Feet, along the northerly right-of-way line of International Boulevard to a ½" iron rod found for a point of curvature to the right of the herein described tract;

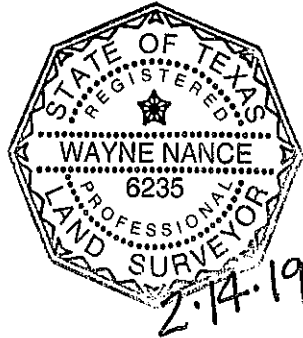
**THENCE** along said right-of-way curve a total curvilinear distance of 98.44 Feet, with said curve having the following characteristics: Central Angle = 08°32'20", R = 660.53 Feet, CL = 98.44 Feet, TAN = 49.31 Feet, CHD = 98.35 Feet, CHD Bearing = S 71°11'49" W, to a ½" iron rod found in the east line of said Gerardo Salinas Tract for the southwest corner of this tract;

**THENCE** North 22°16'25" West, 242.70 Feet, along the common boundary line of said Gerardo Salinas Tract and this tract to a ½" iron rod found for the northwest corner of the herein described tract and the **POINT OF BEGINNING**.


*Basis of Bearings and Distances:*

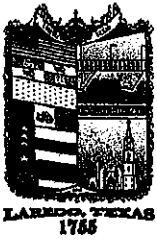
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

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



Witness my Hand and Seal

  
Wayne Nance, R.P.L.S



# CITY OF LAREDO

PLANNING DEPARTMENT

March 8, 2019

Dear Property Owner:  
**ZC-30-2019**

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on: approximate 2.067 acres, located at: North of International Blvd., and West of Springfield Ave.

The zone change request is from its current use as: AG (Agricultural District), to B-3 (Community Business District).

The applicant has stated the proposed use as: commercial. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, **March 21, 2019** at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that your sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone Ms. Alejandrina Sanchez at (956)794-1610, come by Planning office or email at: [asanchez5@ci.laredo.tx.us](mailto:asanchez5@ci.laredo.tx.us)

-----DETACH HERE-----

**ZC-30-2019; AG to B-3 on, approximate 2.067 acres, located at: North of International Blvd., and West of Springfield Ave.**

I Gerardo Salinas / Chi-Town Connection of LTD Acres at corners of International + Springfield and Amador Salinas + Springfield  
Name Address

object \_\_\_\_\_ / support  the proposed zone change for the following reason:

Promotes economic growth in the area in line with appropriate use.  
Strongly in favor of this change to improve area and enhance neighborhood for residents

724-8469 Telephone [Signature] Signature 3/14/19 Date

## Alejandrina Sanchez

---

**From:** Emily Gist <emilygist@gmail.com>  
**Sent:** Thursday, March 21, 2019 4:37 PM  
**To:** Alejandrina Sanchez  
**Subject:** On behalf of Eva Jane Connelly

Eva Jane Connelly would like to formally report her **opposition to the rezoning of cases** <sup>\*</sup>ZC-29-29P and <sup>\*</sup>ZZ-29-29P to B3 from residential. This property and area is not appropriate for commercial zoning.

Thank you for your service to the city.

<sup>\*</sup> ZC-29-2019  
<sup>\*</sup> ZC-30-2019

**City Council-Regular**

**27.**

Meeting Date: 05/06/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: R.C.Khan Enterprises  
LTD/Richard Khan,  
Owner/Applicant

Prior Action: This item was introduced by the Honorable George Altgelt at the regular Council meeting of April 15, 2019.

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**SUBJECT:**

**2019-O-070** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Khan Subdivision, located at 8002 San Gabriel Dr. from M-1 (Light Manufacturing District) to B-4 (Highway Commercial District); providing for publication and effective date.

**ZC-27-2019  
District VII**

**BACKGROUND:**

**Council District:** VII – The Honorable George J. Altgelt.

**Proposed use:** child day care and pawn shop.

**Site:** The site is currently a commercial building (Buffalo Pawn Shop).

**Surrounding land uses:** North, of the property is a Tuscan Village, a commercial plaza. East of the property there is a some transportation uses. South of the property there are warehouses. West of the property, across FM 1472 (Mines Rd.) are River Oaks Plaza, Compass Bank, IBC Bank.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies FM 1472 Rd (Mines Road) as an Expressway. The Plan does not identify San Gabriel Dr.

**Letters sent to surrounding property owners:** 27

In Favor: 0

Opposed: 0

## STAFF COMMENTS:

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the B-4 zoning location, (by an Expressway) and with the required Lot size for the proposed B-4 of 10,000 SF. Lot size is .5900 acres (25,700.00 SF), which exceeds the minimum required area for a B-4 zoning district and abuts an existing B4 zoning, to the north. The property however has direct access from FM 1472 and San Gabriel Dr.
2. The B-4 allows for uses less intense than the current M-1 (Light Industrial Zoning), including the proposed child day care use.
3. There is a B-4 zone abutting and directly north of the site.
4. The change will not introduce uses dissimilar to those already located in the vicinity of the site.

Staff also notes that the proposed B-4 District is not in conformance with the Comprehensive Plan's designation of this area as Light Industrial.

## P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

## STAFF RECOMMENDATION:

Staff supports the zone change.

## IMPACT ANALYSIS

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

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

No. There is a combination of light commercial and light industrial uses established in the area.

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

No, there is a B-4 zoning district abutting the property to the north.

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

No. There are no residential uses in the proximity; however any new use could impact the existing conditions in the area. The property moreover, has direct access from FM 1472 Rd, and San Gabriel Dr.

### **Are there substantial reasons why the property cannot be used in accordance**

**with existing zoning?**

Yes. The existing M-1 (Light Manufacturing District) does not allow for child day care use.

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Attachments

Ordinance 2019-O-070

Dimensional Standards B-4

Color Maps - ZC-27-2019

Color Pictures - ZC-27-2019

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**ORDINANCE NO. 2019-O-070**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, KHAN SUBDIVISION, LOCATED AT 8002 SAN GABRIEL DR., FROM M-1 (LIGHT MANUFACTURING DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Khan Subdivision, located at 8002 San Gabriel Dr., from M-1 (Light Manufacturing 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 March 21, 2019; 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 April 15, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 1, Khan Subdivision, located at 8002 San Gabriel Dr., from M-1 (Light Manufacturing 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 \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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



403827

MINUTE BOOK  
COUNTY CLERK  
FILED

MAR 26 10 41 AM '89  
WEBB COUNTY, TEXAS  
BY: [Signature]

STATE OF TEXAS  
COUNTY OF WEBB

THIS SUBDIVISION WAS A TRACT APPROVED BY THE  
COMMISSIONERS OF THE PUBLIC LANDS AND MINERAL  
LANDS OF THE STATE OF TEXAS AND WAS RECORDED IN  
VOLUME 11, PAGE 277 OF THE PUBLIC LANDS AND MINERAL  
LANDS RECORDS OF THE COUNTY OF WEBB, TEXAS.

STATE OF TEXAS  
COUNTY OF WEBB

PLAT APPROVED BY THE COMMISSIONERS OF THE PUBLIC  
LANDS AND MINERAL LANDS OF THE STATE OF TEXAS  
ON THE 27th DAY OF APRIL 1989.

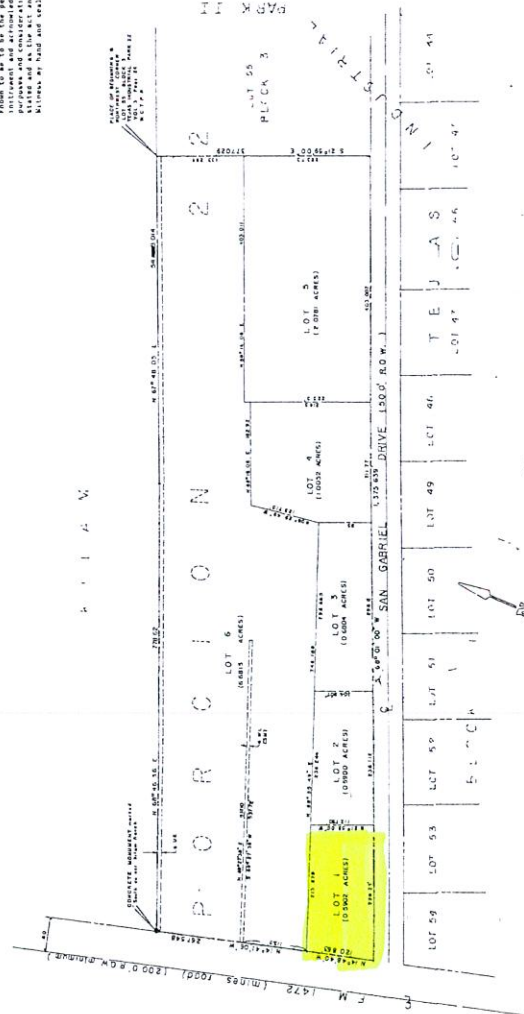
ATTEST: [Signature]  
CLERK OF PUBLIC LANDS AND MINERAL LANDS

STATE OF TEXAS  
COUNTY OF WEBB

I, HENRY ALBARRACIN, CLERK OF THE COUNTY OF WEBB, TEXAS, DO HEREBY  
CERTIFY THAT THE ABOVE DESCRIBED TRACT WAS RECORDED IN  
VOLUME 11, PAGE 277 OF THE PUBLIC LANDS AND MINERAL  
LANDS RECORDS OF THE COUNTY OF WEBB, TEXAS, AND WAS  
RECORDED ON THE 27th DAY OF APRIL 1989.

STATE OF TEXAS  
COUNTY OF WEBB

I, HENRY ALBARRACIN, CLERK OF THE COUNTY OF WEBB, TEXAS, DO HEREBY  
CERTIFY THAT THE ABOVE DESCRIBED TRACT WAS RECORDED IN  
VOLUME 11, PAGE 277 OF THE PUBLIC LANDS AND MINERAL  
LANDS RECORDS OF THE COUNTY OF WEBB, TEXAS, AND WAS  
RECORDED ON THE 27th DAY OF APRIL 1989.



NEEDS AND BOUNDS DESCRIPTION  
11.7423 ACRES  
PORCION 22

THIS TRACT IS A TRACT OF 11.7423 ACRES, MORE OR LESS,  
OUT OF A 117.45 ACRE TRACT SITUATED IN PORCION 22, ABSTRACT 277, DONA  
MARIA JESUS SANCHEZ, ORIGINAL GRANTEE, SAID 11.7423 ACRE TRACT IS HEREIN  
MORE PARTICULARLY DESCRIBED BY AND IN ACCORDANCE WITH THE  
11.7423 ACRE TRACT SITUATED IN PORCION 22, ABSTRACT 277, DONA  
MARIA JESUS SANCHEZ, ORIGINAL GRANTEE, FOR THE PLACE OF BEGINNING AND NORTHEAST CORNER HERETO

THESE BEING 21.50 AC. East with a fence, a distance of 277.00 FT. to a  
fence post in line for the northeast corner hereto.

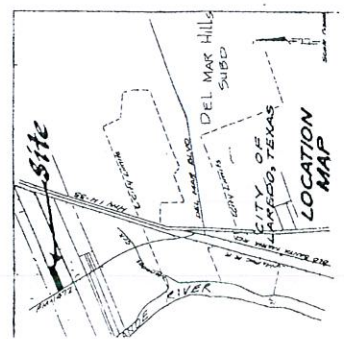
THESE BEING 15.41 AC. West with the 4th and 5th lots of this line of P. M. 1972  
Tract No. 200, 200 01.6 0 M. main block, a distance of 297.5481 FT. to a  
corner hereto marked "South corner" 11.7423 Acre Tract (for the northeast  
deflection hereto)

THESE BEING 15.41 AC. West with the 4th and 5th lots of this line of P. M. 1972  
Tract No. 200, 200 01.6 0 M. main block, a distance of 297.5481 FT. to a  
corner hereto marked "South corner" 11.7423 Acre Tract (for the northeast  
deflection hereto)

THESE BEING 15.41 AC. West with the 4th and 5th lots of this line of P. M. 1972  
Tract No. 200, 200 01.6 0 M. main block, a distance of 297.5481 FT. to a  
corner hereto marked "South corner" 11.7423 Acre Tract (for the northeast  
deflection hereto)

SCALE: 1" = 100'  
APRIL 27, 1989

USE THESE ATTRACTS FOR  
YOUR OWN PURPOSES  
AND IN ACCORDANCE WITH  
THE PUBLIC LANDS AND MINERAL  
LANDS RECORDS



**KAHN SUBDIVISION**

A TRACT OF LAND CONTAINING 11.7423 ACRES, MORE OR LESS,  
OUT OF A 117.45 ACRE TRACT SITUATED IN PORCION 22,  
ABSTRACT 277, DONA MARIA JESUS SANCHEZ, ORIGINAL GRANTEE,  
WEBB COUNTY, TEXAS

SANCHEZ ENGINEERING CO.  
1000 N. W. 10th St.  
LAREDO, TEXAS 79401

77

STATE OF TEXAS  
COUNTY OF WEBB

THIS PART OF THE KAHN SUBDIVISION  
SITUATED IN PORCION 22, ABSTRACT 277,  
DONA MARIA JESUS SANCHEZ, ORIGINAL GRANTEE,  
WEBB COUNTY, TEXAS, WAS RECORDED IN  
VOLUME 11, PAGE 277 OF THE PUBLIC LANDS AND MINERAL  
LANDS RECORDS OF THE COUNTY OF WEBB, TEXAS, AND WAS  
RECORDED ON THE 27th DAY OF APRIL 1989.

ATTEST: [Signature]  
CLERK OF PUBLIC LANDS AND MINERAL LANDS

STATE OF TEXAS  
COUNTY OF WEBB

I, HENRY ALBARRACIN, CLERK OF THE COUNTY OF WEBB, TEXAS, DO HEREBY  
CERTIFY THAT THE ABOVE DESCRIBED TRACT WAS RECORDED IN  
VOLUME 11, PAGE 277 OF THE PUBLIC LANDS AND MINERAL  
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COUNTY OF WEBB

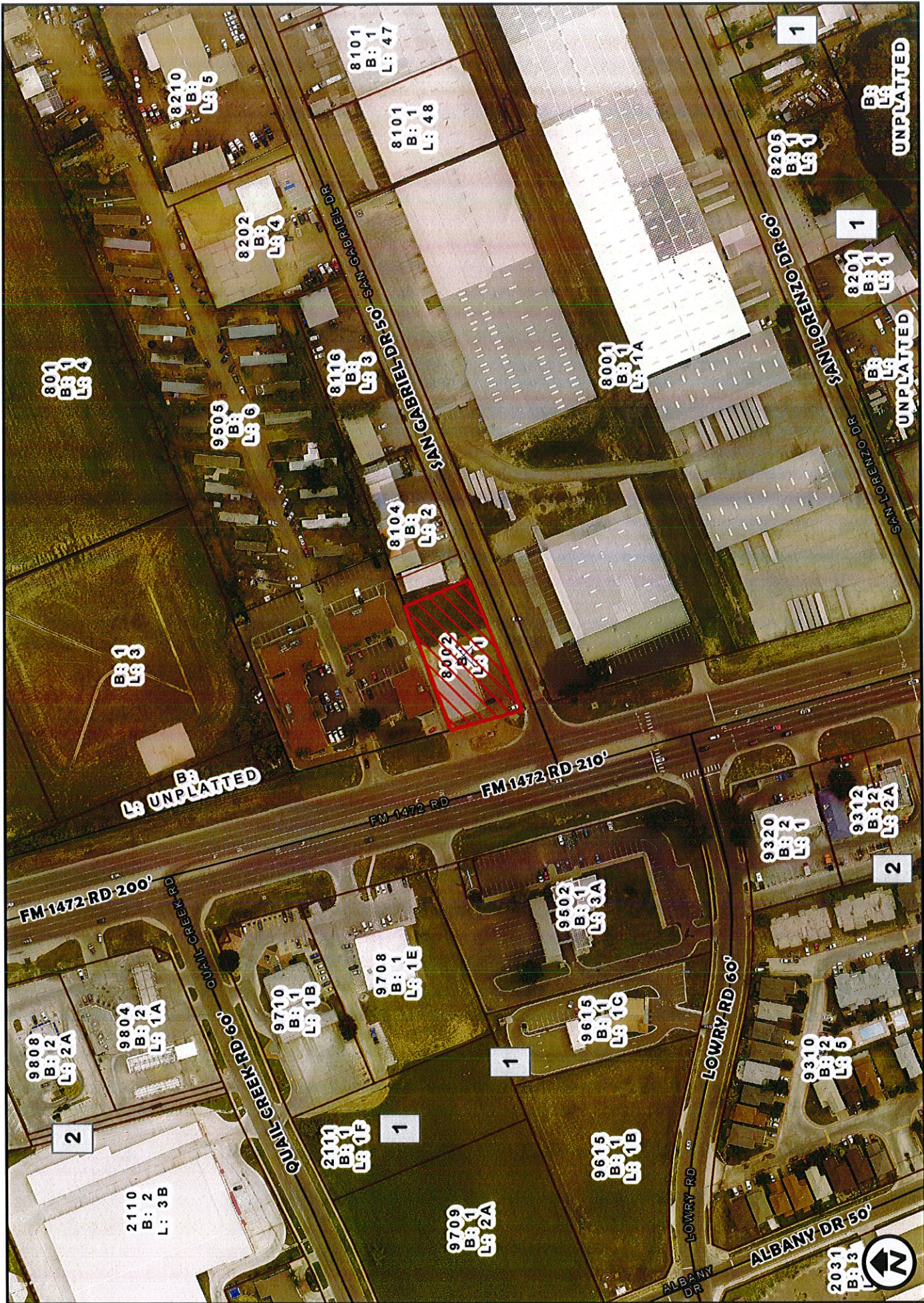
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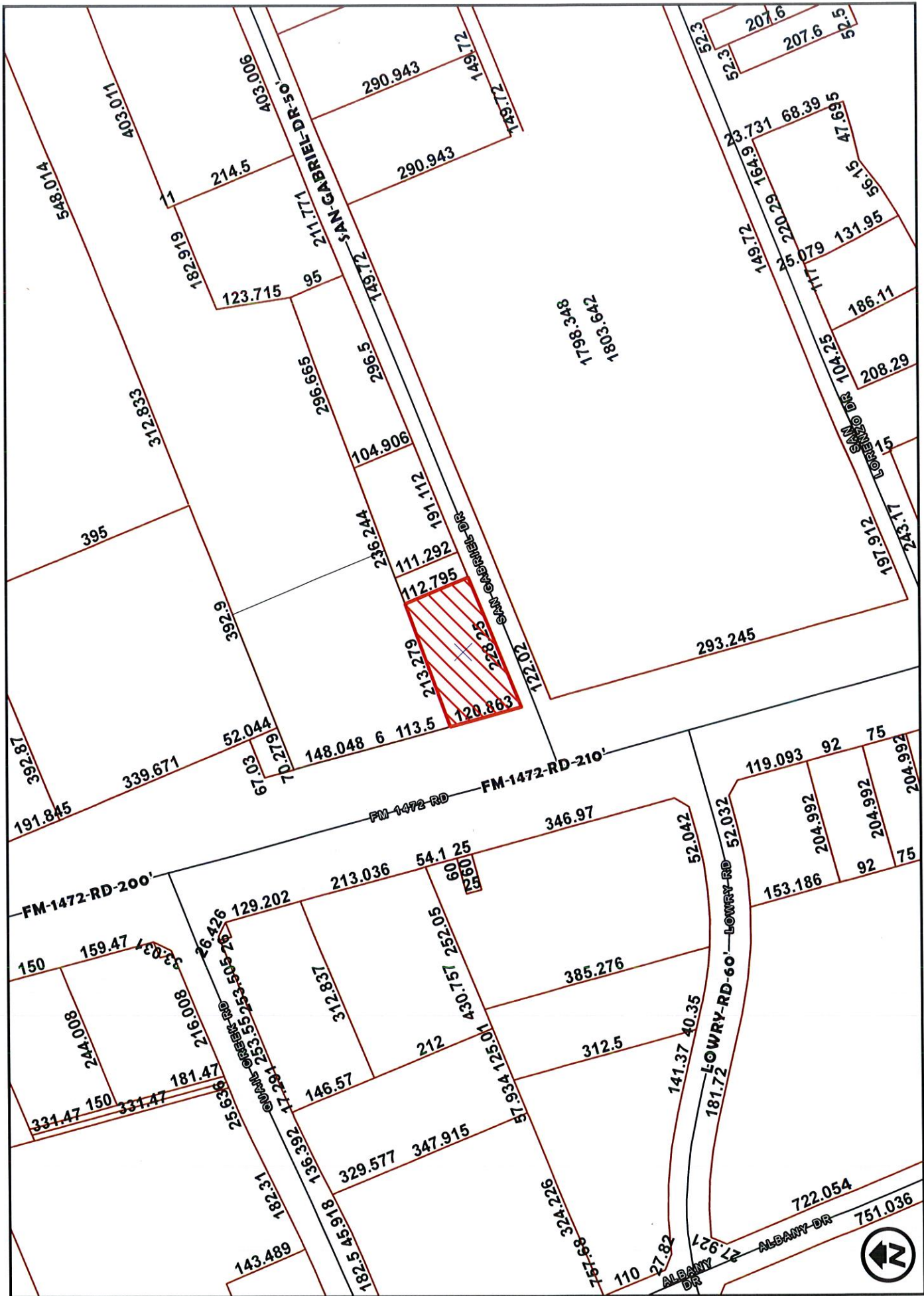


APPLICATION FOR  
 M1(Light Manufacturing District)  
 -> B4(Highway Commercial District)

ZC-27-2019  
 COUNCIL DISTRICT 7  
 8002 SAN GABRIEL ST.

AERIAL MAP  
 1 inch = 200 feet

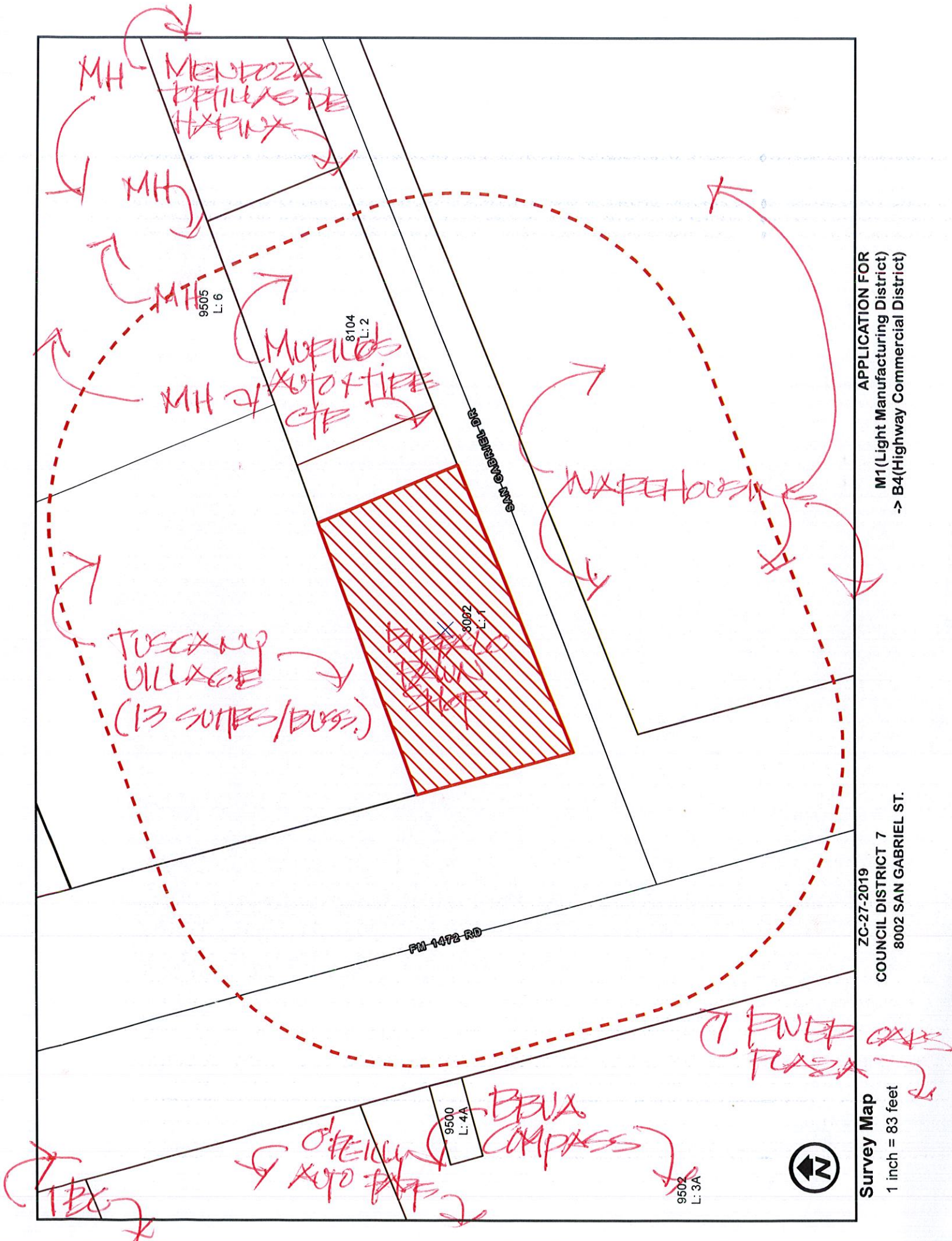




APPLICATION FOR  
M1(Light Manufacturing District)  
-> B4(Highway Commercial District)

ZC-27-2019  
COUNCIL DISTRICT 7  
8002 SAN GABRIEL ST.

DIMENSIONS MAP  
1 inch = 200 feet



APPLICATION FOR  
 M1 (Light Manufacturing District)  
 -> B4 (Highway Commercial District)

ZC-27-2019  
 COUNCIL DISTRICT 7  
 8002 SAN GABRIEL ST.

Survey Map  
 1 inch = 83 feet



FM 1472 RD

SAN JEROME AVE

MH MENDOZA TRAILER TRAILER TRAILER

MH

MH

9505 L: 6

8104 L: 2

MURKIN  
 MH 2/ X/O TYPE

TUSCANY VILLAGE  
 (13 SUITES/BUSSES)

8002 L: 1

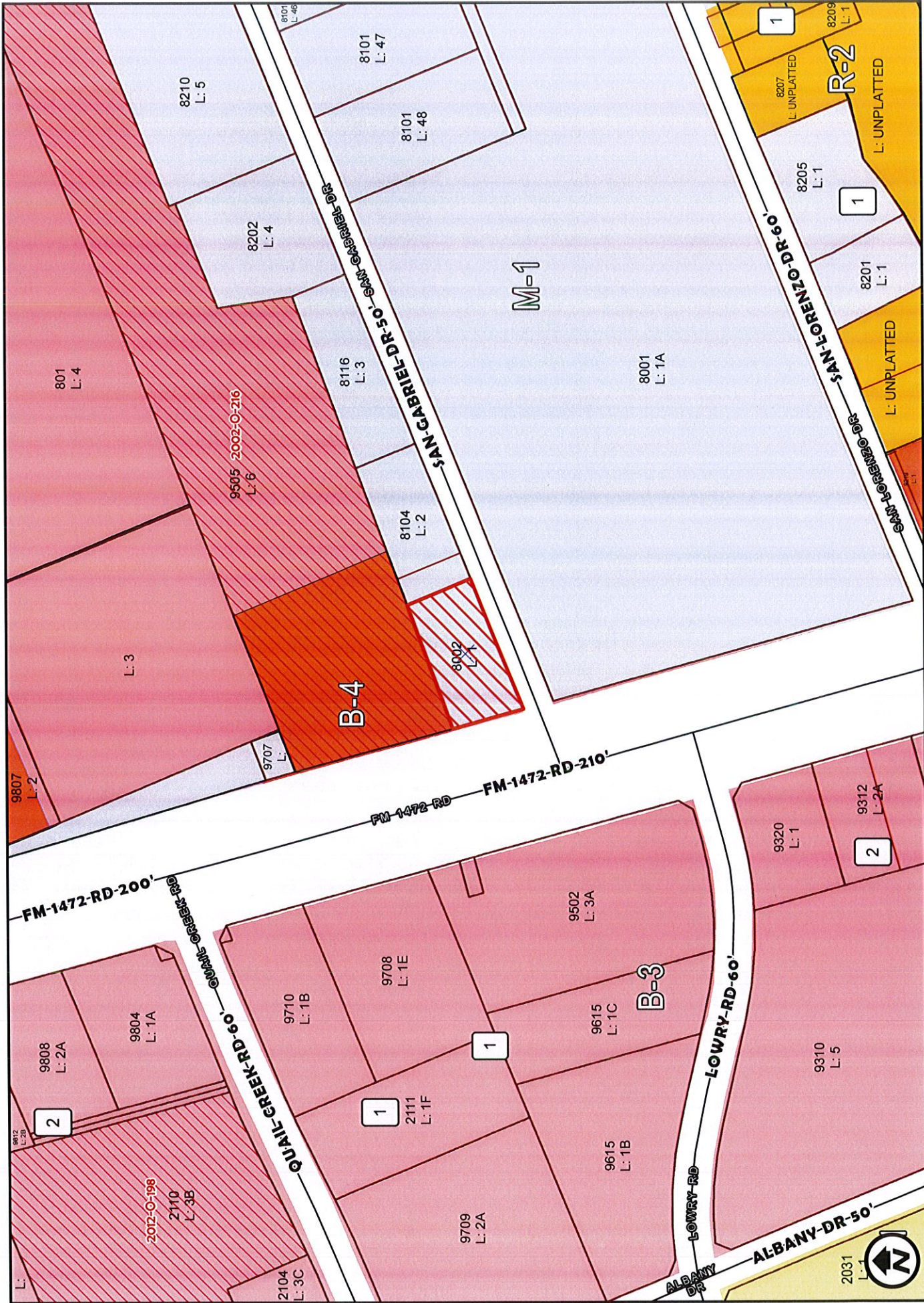
BUSINESS TRUCK SHOP

9500 L: 4A

OFFICE AUTO TRAILER  
 BUS COMPASS

9502 L: 3A

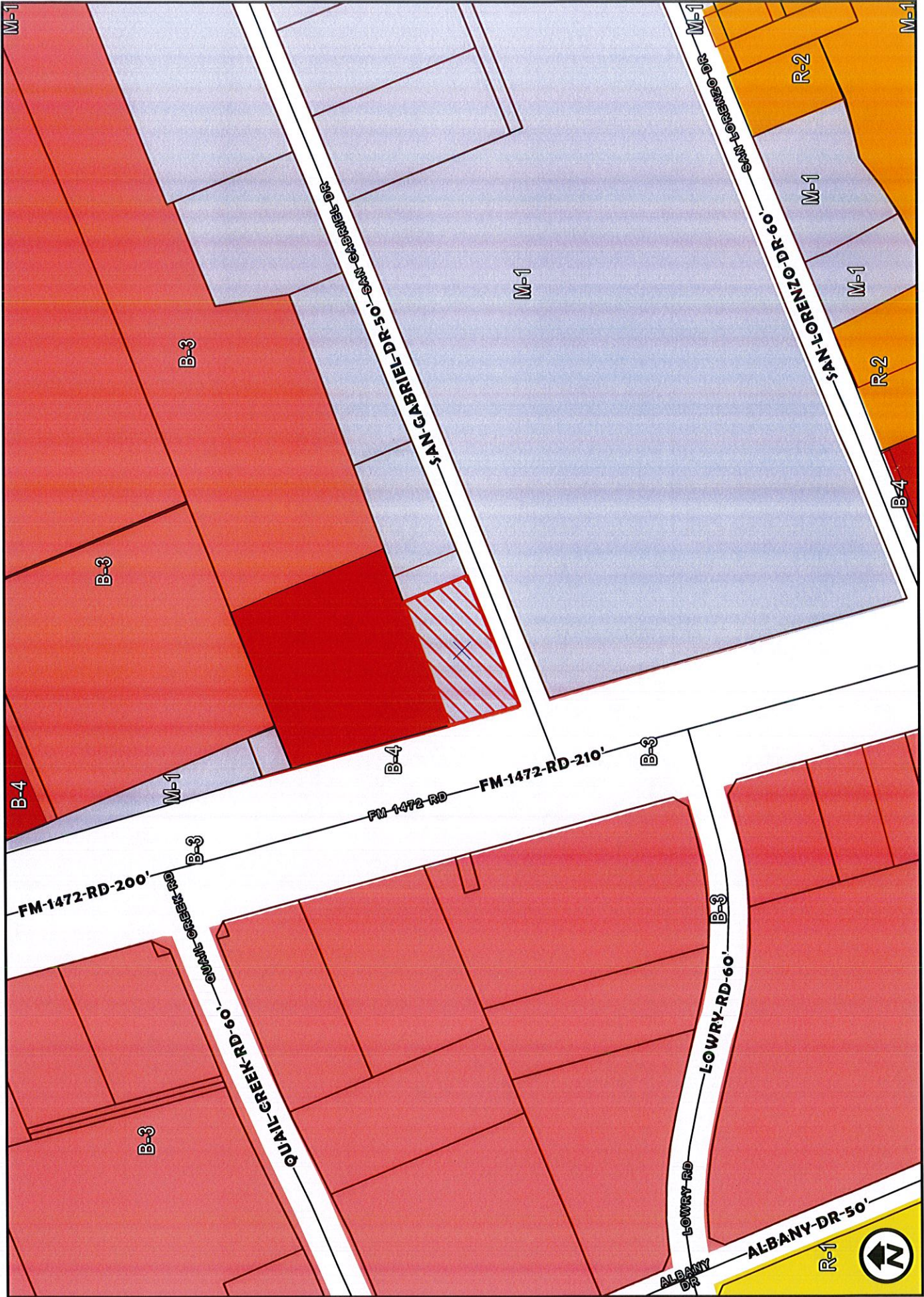
FUEL OVER FLOOR



APPLICATION FOR  
M1(Light Manufacturing District)  
-> B4(Highway Commercial District)

ZC-27-2019  
COUNCIL DISTRICT 7  
8002 SAN GABRIEL ST.

ZONING MAP  
1 inch = 200 feet

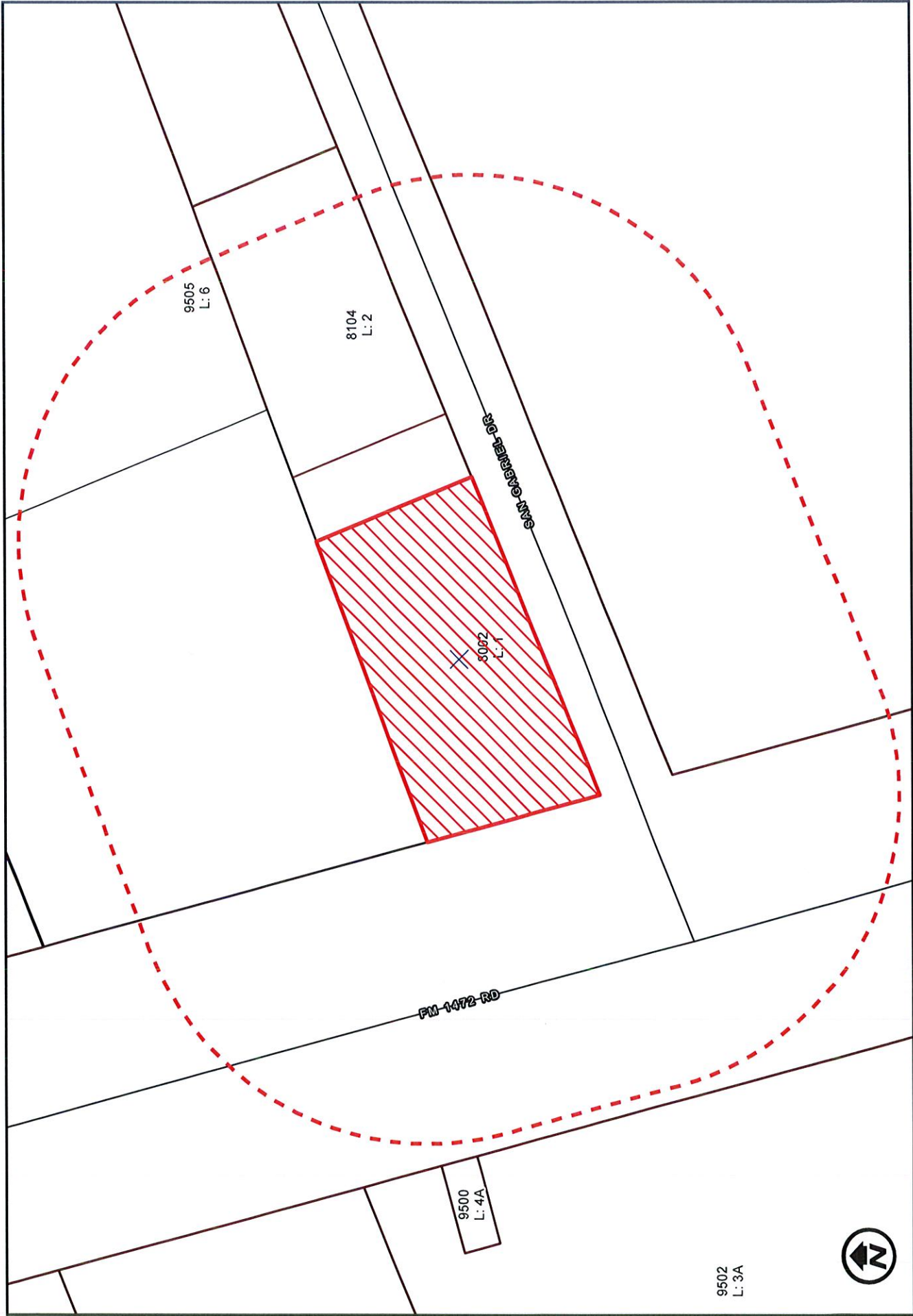


APPLICATION FOR  
 M1(Light Manufacturing District)  
 -> B4(Highway Commercial District)

ZC-27-2019  
 COUNCIL DISTRICT 7  
 8002 SAN GABRIEL ST.

ZONING OVERVIEW  
 1 inch = 200 feet





**APPLICATION FOR**  
**M1(Light Manufacturing District)**  
**-> B4(Highway Commercial District)**

ZC-27-2019  
**COUNCIL DISTRICT 7**  
**8002 SAN GABRIEL ST.**

**Survey Map**  
 1 inch = 83 feet



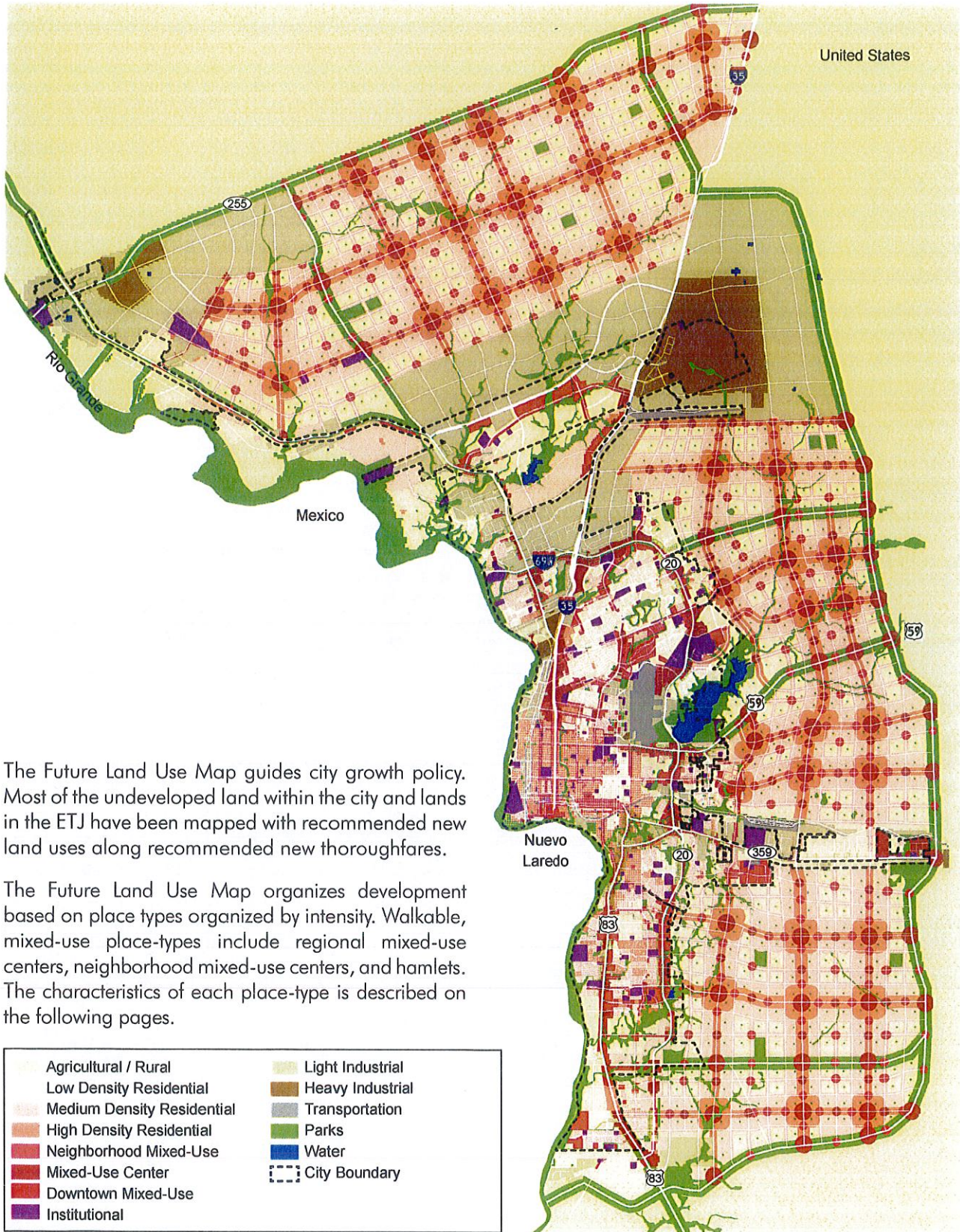
APPLICATION FOR  
 M1(Light Manufacturing District)  
 -> B4(Highway Commercial District)

ZC-27-2019  
 COUNCIL DISTRICT 7  
 8002 SAN GABRIEL ST.

FUTURE LANDUSE MAP  
 1 inch = 200 feet















# Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

## Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

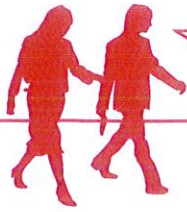
\* RO within a Low Density Residential is allowed with the exception of restaurants.

\*\* Land uses allowed under a B4 are allowed with the exception of the following uses\*\*\*:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

\*\*\*Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



## Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

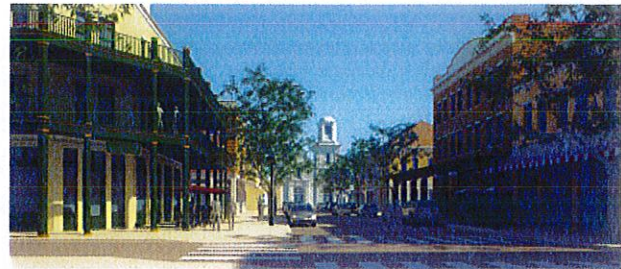


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use

ZC-27-2019  
8002 San Gabriel Dr.  
M-1 to B-4

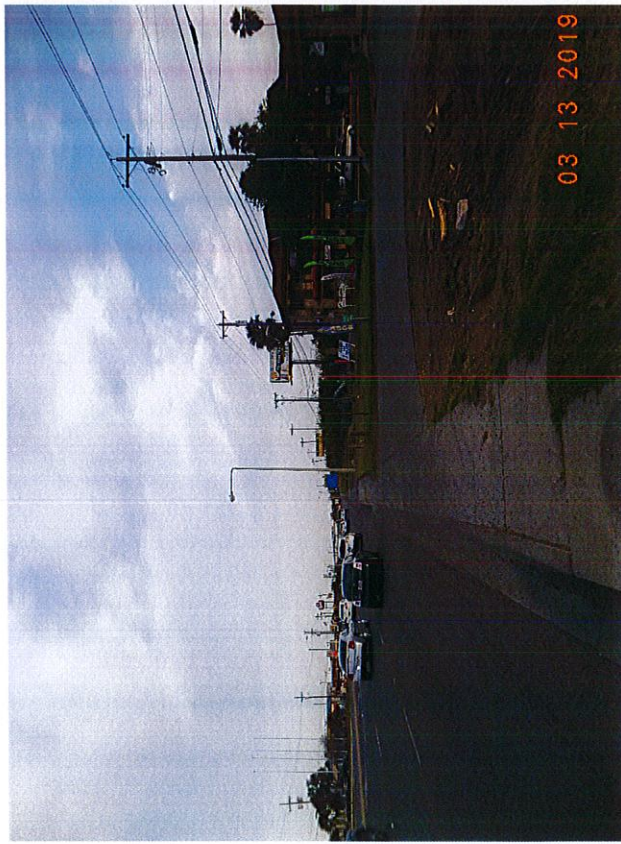


ZC-27-2019  
8002 San Gabriel Dr.  
M-1 to B-4

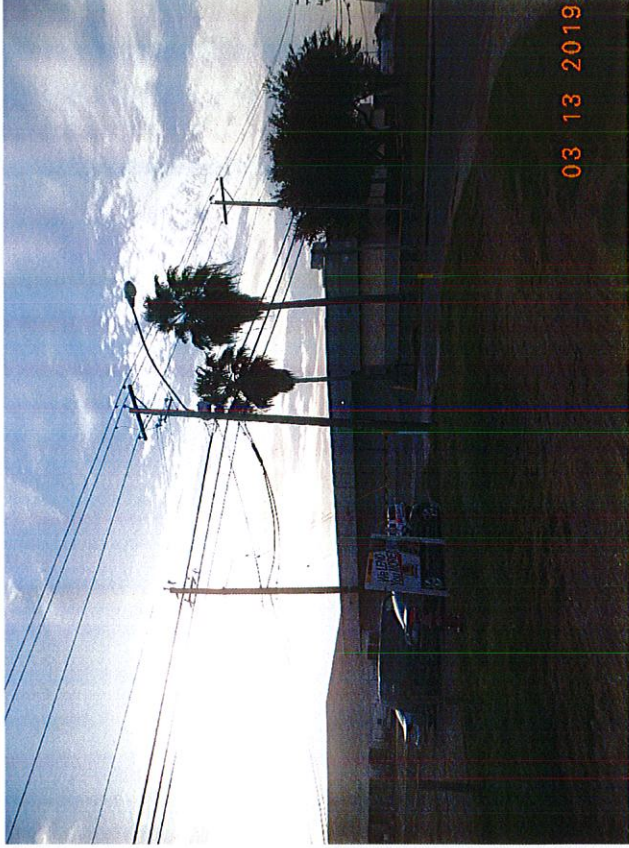




ZC-27-2019  
8002 San Gabriel Dr.  
M-1 to B-4



ZC-27-2019  
8002 San Gabriel Dr.  
M-1 to B-4

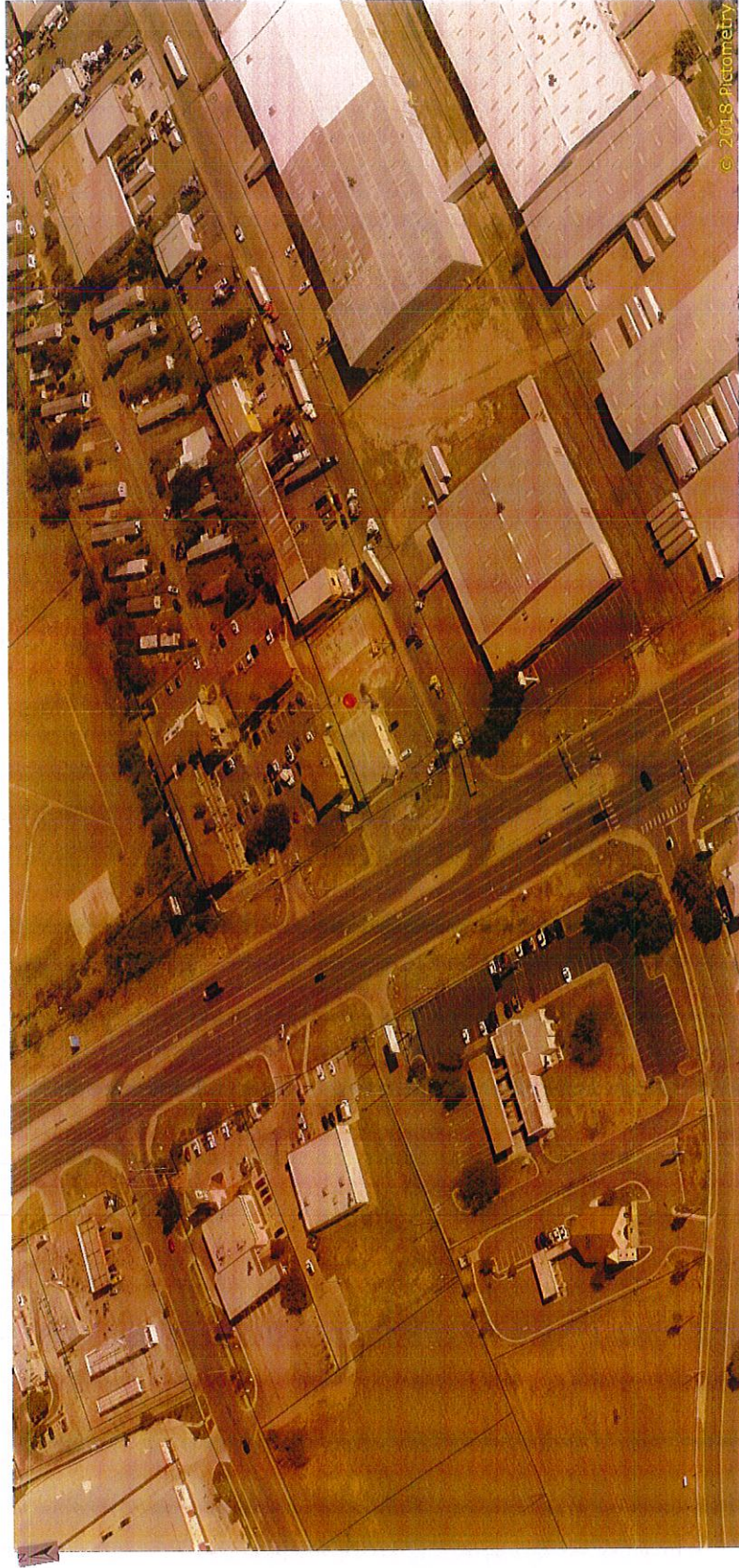


# 8002 San Gabriel Dr.- north view



12/27/2018

# 8002 San Gabriel Dr.-south view



© 2018 Pictometry

11/27/2018

**8002 San Gabriel Dr. - east view**



12/28/2018

# 8002 San Gabriel Dr. - west view



## Final Reading of Ordinances 28.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** Riazul Mia, P.E., Utilities Director

**Staff Source:** Michael F. Rodgers, Assistant Utilities Director

---

### **SUBJECT**

**2019-O-071** amending Chapter 31, Article III, Division 3, Section 31-138 by increasing the water rates as follows: Residential base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge adjustment from two (2) percent to five (5) percent and the volume water rates adjustment from two (2) percent to twenty (20) percent for one (1) year effective October 1, 2019, and then both the Commercial base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment from two (2) percent to three (3) percent for all customer classes each October 1st thereafter as shown in Tables 1 and 2; and also amending section 31-141(b)(2) by deleting approval by the City Manager; providing for publication and an effective date.

### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

### **PREVIOUS COUNCIL ACTION**

On April 15, 2019 after Public Hearing and Introductory Ordinance Reading, City Council approved a motion to adopt an Ordinance with water rate increases as described and shown in the Ordinance.

Previously, on April 4, 2019 City Council approved a motion to adopt the water and sewer rate adjustments as presented and recommended by Mr. Dan Jackson of Willdan Financial Services, Inc.

### **BACKGROUND**

The City of Laredo continues to grow and the City's water and wastewater systems must expand to meet the needs of future development. A large investment is required to pay for capital improvements needed for water and wastewater infrastructure projects.

### **COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of ordinance.

---

**Fiscal Impact**

**Fiscal Year:**

2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Additional revenues are to fund required water infrastructure improvements.

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**Attachments**

2019-O-071

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## AN ORDINANCE NO 2019-O-071

Amending Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES AND CHARGES), section 31-138 (Water Rates) by increasing the water rates as follows: Residential base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge adjustment from two (2) percent to five (5) percent and the volume water rates adjustment from two (2) percent to twenty (20) percent for one (1) year effective October 1, 2019, and then both the Commercial base minimum charge and volume water rates adjustment from two (2) percent to five (5) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment of three (3) percent for all customer classes each October 1<sup>st</sup> thereafter as shown in Tables 1 and 2; and also amending section 31-141 (Water Availability), b (Connection Charges), 2 by deleting approval by the City Manager; Providing for publication and an effective date.

**WHEREAS**, the City of Laredo continues to grow and the City's water and wastewater systems must expand to meet the needs of future development; and

**WHEREAS**, a large investment is required in order to pay for the capital improvements needed for water and wastewater infrastructure projects; and

**WHEREAS**, the City Council has determined that water and sewer rate increases are necessary in order to fund the capital improvements and to thereafter keep up with the rising costs of equipment, services and inflation to insure that the water and wastewater systems continues to provide uninterrupted services to our customers.

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

Section 1. The city of Laredo Code of Ordinances, Chapter 31, Utilities, Article III, Water, Division 3, Water Rates, Sec. 31-138 and Sec. 31-141 is hereby amended as follows:

### ARTICLE III: WATER

#### DIVISION 3. - RATES AND CHARGES

##### Sec. 31-138. - Water rates.

*Premises connected with water system.* Charges shall be paid by all persons owning or occupying premises which are connected with the water system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

For each defined customer class, monthly water rates and charges shall be based on metered water consumption in units of measure of one thousand (1,000) gallons (Table 2 and Table 3) with the exception of the minimum fee of two thousand (2,000) gallons as described in (Table 1) scheduled for annual adjustments beginning on October 1, ~~2019~~ 2019, and every year that follows up through October ~~2014~~ 1, 2022. Thereafter, a ~~two-(2)~~ three (3) percent increase on all minimum charges and volumetric rates shall be implemented for all active water meters.

Water rates also include a fixed monthly water demand fee based on meter size as described in Table 4. This fee is applicable to irrigation, fire hydrant, agriculture, industrial and temporary construction meters.

Meter Sized Based Minimum Monthly Water Charges  
for Metered Consumption from Zero (0) to two Thousand (2,000) gallons

TABLE 1  
MINIMUM CHARGES

	Effective:				
	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
Residential					
$\frac{5}{8}$ " & $\frac{3}{4}$ " Meter	\$9.82	\$10.02	\$10.22	\$10.42	2%
1" Meter	\$21.38	\$21.81	\$22.25	\$22.70	2%
1½" Meter	\$30.24	\$30.84	\$31.46	\$32.09	2%
2" Meter	\$46.96	\$47.90	\$48.86	\$49.84	2%
Commercial					
$\frac{5}{8}$ " & $\frac{3}{4}$ " Meter	\$36.99	\$37.73	\$38.48	\$39.25	2%
1" Meter	\$40.18	\$40.98	\$41.80	\$42.64	2%
1½" Meter	\$44.69	\$45.58	\$46.49	\$47.42	2%
2" Meter	\$61.67	\$62.90	\$64.16	\$65.44	2%
3" Meter	\$122.69	\$125.14	\$127.64	\$130.19	2%
4" Meter	\$185.29	\$189.00	\$192.78	\$196.64	2%
6" Meter	\$333.71	\$340.38	\$347.19	\$354.13	2%
8" Meter	\$491.88	\$501.72	\$511.75	\$521.99	2%

	Effective:					
	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021	Oct. 2022	10/2023 & Thereafter Annual % Increase
Residential						
$\frac{5}{8}$ " & $\frac{3}{4}$ " Meter	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	3%
1" Meter	\$21.81	\$22.90	\$24.04	\$25.24	\$26.51	3%
1½" Meter	\$30.24	\$32.39	\$34.01	\$35.71	\$37.50	3%
2" Meter	\$46.96	\$50.30	\$52.81	\$55.45	\$58.22	3%
Commercial/Multifamily						
$\frac{5}{8}$ " & $\frac{3}{4}$ " Meter	\$37.73	\$39.61	\$41.59	\$43.67	\$45.85	3%

<u>1" Meter</u>	<u>\$40.98</u>	<u>\$43.03</u>	<u>\$45.18</u>	<u>\$47.44</u>	<u>\$49.81</u>	<u>3%</u>
<u>1½" Meter</u>	<u>\$48.58</u>	<u>\$47.86</u>	<u>\$50.25</u>	<u>\$52.76</u>	<u>\$55.40</u>	<u>3%</u>
<u>2" Meter</u>	<u>\$82.90</u>	<u>\$66.08</u>	<u>\$69.38</u>	<u>\$72.85</u>	<u>\$76.50</u>	<u>3%</u>
<u>3" Meter</u>	<u>\$125.14</u>	<u>\$131.40</u>	<u>\$137.97</u>	<u>\$144.86</u>	<u>\$152.11</u>	<u>3%</u>
<u>4" Meter</u>	<u>\$189.00</u>	<u>\$198.45</u>	<u>\$208.37</u>	<u>\$218.79</u>	<u>\$229.73</u>	<u>3%</u>
<u>6" Meter</u>	<u>\$340.38</u>	<u>\$357.41</u>	<u>\$375.28</u>	<u>\$394.04</u>	<u>\$413.74</u>	<u>3%</u>
<u>8" Meter</u>	<u>\$501.72</u>	<u>\$526.81</u>	<u>\$553.15</u>	<u>\$580.81</u>	<u>\$609.85</u>	<u>3%</u>

Customer Class Based Volumetric Monthly Water Rates  
for Metered Consumption greater than two thousand (2,000) Gallons

TABLE 2  
RESIDENTIAL WATER RATES

<u>Begin Gallons</u>	<u>End Gallons</u>	<u>Oct. 2017</u>	<u>Oct. 2018</u>	<u>Oct. 2019</u>	<u>Oct. 2020</u>	<u>10/2021- &amp; Forward Annual % Increase</u>
<u>2,001</u>	<u>4,000</u>	<u>\$1.92</u>	<u>\$1.96</u>	<u>\$2.00</u>	<u>\$2.04</u>	<u>2%</u>
<u>4,001</u>	<u>10,000</u>	<u>\$2.05</u>	<u>\$2.09</u>	<u>\$2.13</u>	<u>\$2.17</u>	<u>2%</u>
<u>10,001</u>	<u>20,000</u>	<u>\$2.12</u>	<u>\$2.16</u>	<u>\$2.20</u>	<u>\$2.24</u>	<u>2%</u>
<u>20,001</u>	<u>30,000</u>	<u>\$2.25</u>	<u>\$2.30</u>	<u>\$2.35</u>	<u>\$2.40</u>	<u>2%</u>
<u>30,001</u>	<u>40,000</u>	<u>\$2.40</u>	<u>\$2.45</u>	<u>\$2.50</u>	<u>\$2.55</u>	<u>2%</u>
<u>40,001</u>	<u>50,000</u>	<u>\$2.51</u>	<u>\$2.56</u>	<u>\$2.61</u>	<u>\$2.66</u>	<u>2%</u>
<u>50,001</u>	<u>Greater</u>	<u>\$5.00</u>	<u>\$5.10</u>	<u>\$5.20</u>	<u>\$5.30</u>	<u>2%</u>

<u>Begin Gallons</u>	<u>End Gallons</u>	<u>Oct. 2018</u>	<u>Oct. 2019</u>	<u>Oct. 2020</u>	<u>Oct. 2021</u>	<u>Oct. 2022</u>	<u>10/2023 &amp; Thereafter Annual % Increase</u>
<u>2,001</u>	<u>4,000</u>	<u>\$1.96</u>	<u>\$2.05</u>	<u>\$2.16</u>	<u>\$2.26</u>	<u>\$2.38</u>	<u>3%</u>
<u>4,001</u>	<u>10,000</u>	<u>\$2.09</u>	<u>\$2.20</u>	<u>\$2.31</u>	<u>\$2.42</u>	<u>\$2.54</u>	<u>3%</u>
<u>10,001</u>	<u>20,000</u>	<u>\$2.16</u>	<u>\$2.27</u>	<u>\$2.39</u>	<u>\$2.51</u>	<u>\$2.63</u>	<u>3%</u>
<u>20,001</u>	<u>30,000</u>	<u>\$2.30</u>	<u>\$2.41</u>	<u>\$2.53</u>	<u>\$2.66</u>	<u>\$2.79</u>	<u>3%</u>
<u>30,001</u>	<u>40,000</u>	<u>\$2.45</u>	<u>\$2.57</u>	<u>\$2.70</u>	<u>\$2.83</u>	<u>\$2.97</u>	<u>3%</u>
<u>40,001</u>	<u>50,000</u>	<u>\$2.56</u>	<u>\$2.69</u>	<u>\$2.82</u>	<u>\$2.96</u>	<u>\$3.11</u>	<u>3%</u>
<u>50,001</u>	<u>Greater</u>	<u>\$5.10</u>	<u>\$5.35</u>	<u>\$5.62</u>	<u>\$5.90</u>	<u>\$6.20</u>	<u>3%</u>

TABLE 3  
COMMERCIAL/MULTIFAMILY WATER RATES

<u>Begin Gallons</u>	<u>End Gallons</u>	<u>Oct. 2017</u>	<u>Oct. 2018</u>	<u>Oct. 2019</u>	<u>Oct. 2020</u>	<u>10/2021 &amp; Forward Annual % Increase</u>
<del>2,001</del>	<del>4,000</del>	<del>\$2.05</del>	<del>\$2.09</del>	<del>\$2.13</del>	<del>\$2.17</del>	<del>2%</del>
<del>4,001</del>	<del>10,000</del>	<del>\$2.52</del>	<del>\$2.57</del>	<del>\$2.62</del>	<del>\$2.67</del>	<del>2%</del>
<del>10,001</del>	<del>40,000</del>	<del>\$3.17</del>	<del>\$3.23</del>	<del>\$3.29</del>	<del>\$3.36</del>	<del>2%</del>
<del>40,001</del>	<del>150,000</del>	<del>\$3.35</del>	<del>\$3.42</del>	<del>\$3.49</del>	<del>\$3.56</del>	<del>2%</del>
<del>150,001</del>	<del>300,000</del>	<del>\$3.62</del>	<del>\$3.69</del>	<del>\$3.76</del>	<del>\$3.84</del>	<del>2%</del>
<del>300,001</del>	<del>600,000</del>	<del>\$4.00</del>	<del>\$4.08</del>	<del>\$4.16</del>	<del>\$4.24</del>	<del>2%</del>
<del>600,001</del>	<del>1,000,000</del>	<del>\$4.72</del>	<del>\$4.81</del>	<del>\$4.91</del>	<del>\$5.01</del>	<del>2%</del>
<del>1,000,001</del>	<del>Greater</del>	<del>\$4.83</del>	<del>\$4.93</del>	<del>\$5.03</del>	<del>\$5.13</del>	<del>2%</del>

<u>Begin Gallons</u>	<u>End Gallons</u>	<u>Oct. 2018</u>	<u>Oct. 2019</u>	<u>Oct. 2020</u>	<u>Oct. 2021</u>	<u>Oct. 2022</u>	<u>10/2023 &amp; Thereafter Annual % Increase</u>
<u>2,001</u>	<u>4,000</u>	<u>\$2.09</u>	<u>\$ 2.51</u>	<u>\$2.63</u>	<u>\$2.77</u>	<u>\$2.90</u>	<u>3%</u>
<u>4,001</u>	<u>10,000</u>	<u>\$2.57</u>	<u>\$3.08</u>	<u>\$3.24</u>	<u>\$3.40</u>	<u>\$3.57</u>	<u>3%</u>
<u>10,001</u>	<u>40,000</u>	<u>\$3.23</u>	<u>\$3.88</u>	<u>\$4.08</u>	<u>\$4.28</u>	<u>\$4.49</u>	<u>3%</u>
<u>40,001</u>	<u>150,000</u>	<u>\$3.42</u>	<u>\$4.10</u>	<u>\$4.30</u>	<u>\$4.51</u>	<u>\$4.74</u>	<u>3%</u>
<u>150,001</u>	<u>300,000</u>	<u>\$3.69</u>	<u>\$4.43</u>	<u>\$4.65</u>	<u>\$4.89</u>	<u>\$5.13</u>	<u>3%</u>
<u>300,001</u>	<u>600,000</u>	<u>\$4.08</u>	<u>\$4.89</u>	<u>\$5.14</u>	<u>\$5.40</u>	<u>\$5.67</u>	<u>3%</u>
<u>600,001</u>	<u>1,000,000</u>	<u>\$4.81</u>	<u>\$5.78</u>	<u>\$6.07</u>	<u>\$6.37</u>	<u>\$6.69</u>	<u>3%</u>
<u>1,000,001</u>	<u>Greater</u>	<u>\$4.93</u>	<u>\$5.92</u>	<u>\$6.21</u>	<u>\$6.52</u>	<u>\$6.85</u>	<u>3%</u>

TABLE 4.  
WATER DEMAND FEES

<u>Meter size in inches</u>	<u>Proposed fixed fees/month</u>
<u>½ and ¾</u>	<u>\$1.00</u>
<u>1 and 1 ½</u>	<u>\$2.00</u>
<u>2</u>	<u>\$6.00</u>

3	\$8.00
4	\$15.00
6 and 8	\$50.00

Sec. 31-141. - Water availability.

Water availability charges applicable to all platted property.

(a) *Lot charges.* In addition to all other charges provided for herein and in addition to all requirements of the subdivision ordinance or other ordinances regulating the subdivision or platting of land, there shall be an additional charge for the creation of every new lot as set forth below:

(1) *Residential lots:*

- a. For each lot that is under 6,000 square feet ..... \$ 300.00
- b. For each lot that is 6,000 to 8,000 square feet ..... 500.00
- c. For each lot that is 8,001 to 9,999 square feet ..... 1,500.00
- d. For each lot that is 10,000 square feet and over ..... 2,000.00

(2) *Nonresidential lots (commercial lots):*

- a. For each and every lot created which is less than one (1) acre, the equivalent of one-third ( $\frac{1}{3}$ ) acre-feet of municipal use water right, per lot ..... 1,000.00
- b. For every lot which is greater than one (1) acre (any fractional acreage within such lot shall incur a proportionate charge), the equivalent of one-half ( $\frac{1}{2}$ ) acre-feet of municipal use water right, per acre ..... 1,500.00
- c. For every lot regardless of size created by a replat that has been previously paid under subsection 1. or 2. above, the equivalent of one-half ( $\frac{1}{2}$ ) acre-feet of municipal use water right, per lot ..... 1,500.00

(b) *Connection charges.* For each connection to the water system or increase in meter size, the following charges will be collected at the time of connection, as shown below, except for a five-eighths ( $\frac{5}{8}$ ) and three-fourths ( $\frac{3}{4}$ ) meter connection to a lot of record as defined in section 24-61(b)(59)(ii) of the zoning ordinance, for which there shall be no charge.

(1) Residential lots ..... \$300.00

Residential lots at the Colonias will be charged a \$450.00 water connection fee. Water LUEs will be charged in accordance with Ordinance No. 2011-O-019 or any amendments to this ordinance.

(2) Multifamily will be charged as two hundred dollars (\$200.00) per unit. Any lot created as multifamily use requires the installation of a master meter with backflow preventer for all the units. Any individual meter/unit request will be reviewed by the utilities director on case by case basis and may be approved by the ~~city manager~~ Utilities Director.

(3) Nonresidential lots (commercial lots) excluding multifamily will have a connection fee based on the meter size:

Size of meter in inches:

$\frac{3}{4}$ " ..... \$ 500.00

1" ..... 1,000.00

1  $\frac{1}{2}$ " ..... 2,000.00

2 ..... 4,000.00

3 ..... 8,000.00

4 ..... 16,000.00

6 & 8 ..... 40,000.00

- (c) Excluded from the water availability charge are any lot or lots created prior to September 9, 1979, by a subdivision or a resubdivision of land described by metes and bounds contained in an instrument of grant or conveyance legally executed, duly acknowledged and properly recorded at the county deeds records office, and filed on September 9, 1979, or afterwards within thirty (30) days from such date, which date is the publication date of the public notice printed on page 12A of the Laredo Times at the direction of the planning and zoning commission; and upon proof thereof to the appropriate city official or officials, such lot or lots shall be excluded from the water availability charge.
- (d) Prohibit the use of water rights to pay capital improvement contribution fees.
- (e) The city council hereby ratifies, adopts and approves the water availability charge as passed and approved by the waterworks board at its regular meeting of August 17, 1983.
- (f) Funds collected for water availability, connection charges, and water demand fees shall be allocated to a "water availability fund" in the city's annual budget and shall be used to purchase water, groundwater, or water rights and/or finance studies, secondary water supply and pilot programs which tend to diversify and augment the water supply.

Section 2. Severability.

If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. Repeal law in conflict.

All ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 4. Publication.

This Ordinance shall be published according to Section 2.09 (D) of the Charter of the City of Laredo.

Section 5. Effective date.

This Ordinance shall take effect as of October 1, 2019, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
THE DAY OF \_ , 2019.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, Jr.  
CITY SECRETARY

APPROVED AS TO FORM:

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KRISTINA LAUREL HALE  
CITY ATTORNEY

## Final Reading of Ordinances 29.

### City Council-Regular

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** Riazul Mia, P.E., Utilities director

**Staff Source:** Michael Rodgers

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### SUBJECT

**2019-O-072** amending Chapter 31, Division 1, Article II, Section 31-92 of the City of Laredo Code of Ordinances, by increasing the sewer rates as follows: Residential base charge and volume rates adjustment from two (2) percent to six (6) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge from two (2) percent to six (6) percent and the volume rates from two (2) percent to fifteen (15) percent for one (1) year effective October 1, 2019, and then both the Commercial base charge and the volume rates adjustment from two (2) percent to six (6) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment from two (2) percent to three (3) percent for all customer classes each October 1st thereafter as shown in the Residential and Commercial/Multifamily tables provided within this ordinance; providing for publication and an effective date.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

Previously, on April 4, 2019 City Council approved a motion to adopt the water and sewer rate adjustments as presented and recommended by Mr. Dan Jackson of Willdan Financial Services, Inc.

### BACKGROUND

The City of Laredo continues to grow and the City's water and wastewater systems must expand to meet the needs of future development. A large investment is required to pay for capital improvements needed for water and wastewater infrastructure projects.

### COMMITTEE RECOMMENDATION

N/A



## **STAFF RECOMMENDATION**

Staff recommends approval of ordinance.

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### **Fiscal Impact**

**Fiscal Year:**

2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Additional revenues are to fund required sewer infrastructure improvements.

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### **Attachments**

2019-O-072

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## ORDINANCE NO 2019-O-072

Amending Chapter 31 (Utilities), Division 1 (Generally), Article II (Sewers and Sewage Disposal), section 31-92 (Rates and Charges) of the City of Laredo Code of Ordinances, by increasing the sewer rates as follows: Residential base charge and volume rates adjustment from two (2) percent to six (6) percent effective each year from October 1, 2019 through October 1, 2022; and Commercial base minimum charge from two (2) percent to six (6) percent and the volume rates from two (2) percent to fifteen (15) percent for one (1) year effective October 1, 2019, and then both the Commercial base charge and the volume rates adjustment from two (2) percent to six (6) percent each year from October 1, 2020 through October 1, 2022, and then to an annual adjustment from two (2) percent to three (3) percent for all customer classes each October 1<sup>st</sup> thereafter as shown in the Residential and Commercial/Multifamily tables provided within this ordinance; Providing for publication and an effective date.

**WHEREAS**, the City of Laredo continues to grow and the City's water and wastewater systems must expand to meet the needs of future development; and

**WHEREAS**, a large investment is required in order to pay for the capital improvements needed for the water and wastewater infrastructure projects; and

**WHEREAS**, the City Council has determined that water and sewer rate increases are necessary in order to fund the capital improvements and keep up with the increased costs of equipment, services and inflation to insure that the water and wastewater systems continue to provide services to our customers.

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

Section 1. The city of Laredo Code of Ordinances, Chapter 31, Utilities, Article II, Sewers and Sewage Disposal, Division 1, Generally, Sec. 31-92, Rates and Charges is hereby amended as follows:

### ARTICLE II. - SEWERS AND SEWAGE DISPOSAL

#### DIVISION 1. - GENERALLY

Sec. 31-92. - Rates and charges.

(a) *Premises connected with system.* Charges shall be paid by all persons owning or occupying premises which are connected with the sanitary sewage system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

(1) Monthly sewer rate charges shall be based on metered water consumption as described on the following tables scheduled for annual adjustments beginning on October 1, ~~2008~~ 2019, and every year that follows up to ~~2037~~ 2022. On October 1<sup>st</sup> each year thereafter, a three (3) percent increase on all base minimum charge and volumetric rates shall be implemented for all active accounts.

Residential:

Begin-Gallons	End-Gallons	Oct-2015	Oct-2016	Oct-2017	Oct-2018	Oct-2019	Oct-2020	10/2021 & Forward Annual % Increase
0	2,000	<del>\$ 9.29</del>	<del>\$ 9.47</del>	<del>\$ 9.66</del>	<del>\$ 9.85</del>	\$10.05	\$10.25	2%
2,001	4,000	<del>\$ 3.18</del>	<del>\$ 3.24</del>	<del>\$ 3.30</del>	<del>\$ 3.37</del>	<del>\$ 3.44</del>	<del>\$ 3.51</del>	2%
4,001	10,000	<del>\$ 3.23</del>	<del>\$ 3.29</del>	<del>\$ 3.36</del>	<del>\$ 3.43</del>	<del>\$ 3.50</del>	<del>\$ 3.57</del>	2%
10,001	20,000	<del>\$ 3.40</del>	<del>\$ 3.47</del>	<del>\$ 3.54</del>	<del>\$ 3.61</del>	<del>\$ 3.68</del>	<del>\$ 3.75</del>	2%
20,001	30,000	<del>\$ 3.65</del>	<del>\$ 3.72</del>	<del>\$ 3.79</del>	<del>\$ 3.87</del>	<del>\$ 3.95</del>	<del>\$ 4.03</del>	2%
30,001	Greater	<del>\$ 3.65</del>	<del>\$ 3.72</del>	<del>\$ 3.79</del>	<del>\$ 3.87</del>	<del>\$ 3.95</del>	<del>\$ 4.03</del>	2%

Begin Gallons	End Gallons	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021	Oct. 2022	10/2023 & Thereafter Annual % Increase
0	2,000	\$9.85	\$10.44	\$11.07	\$11.74	\$12.44	3%
2,001	4,000	\$3.37	\$3.58	\$3.79	\$4.02	\$4.26	3%
4,001	10,000	\$3.43	\$3.63	\$3.85	\$4.08	\$4.33	3%
10,001	20,000	\$3.61	\$3.82	\$4.05	\$4.30	\$4.56	3%
20,001	30,000	\$3.87	\$4.11	\$4.35	\$4.61	\$4.89	3%
30,001	Greater	\$3.87	\$4.11	\$4.35	\$4.61	\$4.89	3%

Commercial/Multifamily:

Begin-Gallons	End-Gallons	Oct-2015	Oct-2016	Oct-2017	Oct-2018	Oct-2019	Oct-2020	10/2021 & Forward Annual % Increase
0	2,000	\$24.87	<del>\$25.36</del>	<del>\$25.87</del>	<del>\$26.39</del>	<del>\$26.92</del>	<del>\$27.46</del>	2%
2,001	4,000	<del>\$ 2.37</del>	<del>\$ 2.41</del>	<del>\$ 2.46</del>	<del>\$ 2.51</del>	<del>\$ 2.56</del>	<del>\$ 2.61</del>	2%
4,001	10,000	<del>\$ 2.41</del>	<del>\$ 2.46</del>	<del>\$ 2.51</del>	<del>\$ 2.56</del>	<del>\$ 2.61</del>	<del>\$ 2.66</del>	2%
10,001	40,000	<del>\$ 2.76</del>	<del>\$ 2.82</del>	<del>\$ 2.87</del>	<del>\$ 2.93</del>	<del>\$ 2.99</del>	<del>\$ 3.05</del>	2%
40,001	150,000	<del>\$ 2.86</del>	<del>\$ 2.91</del>	<del>\$ 2.97</del>	<del>\$ 3.03</del>	<del>\$ 3.09</del>	<del>\$ 3.15</del>	2%
150,001	300,000	<del>\$ 3.19</del>	<del>\$ 3.72</del>	<del>\$ 3.79</del>	<del>\$ 3.87</del>	<del>\$ 3.95</del>	<del>\$ 4.03</del>	2%
300,001	600,000	<del>\$ 3.51</del>	<del>\$ 3.72</del>	<del>\$ 3.79</del>	<del>\$ 3.87</del>	<del>\$ 3.95</del>	<del>\$ 4.03</del>	2%
600,001	1,000,000	<del>\$ 4.17</del>	<del>\$ 4.25</del>	<del>\$ 4.34</del>	<del>\$ 4.42</del>	<del>\$ 4.51</del>	<del>\$ 4.60</del>	2%

1,000,001	Greater	<del>\$ 5.06</del>	<del>\$ 5.16</del>	<del>\$ 5.26</del>	<del>\$ 5.37</del>	<del>\$ 5.47</del>	<del>\$ 5.58</del>	2%
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<u>Begin Gallons</u>	<u>End Gallons</u>	<u>Oct. 2018</u>	<u>Oct. 2019</u>	<u>Oct. 2020</u>	<u>Oct. 2021</u>	<u>Oct. 2022</u>	<u>10/2023 &amp; Thereafter Annual % Increase</u>
<u>0</u>	<u>2,000</u>	<u>\$26.39</u>	<u>\$27.97</u>	<u>\$29.65</u>	<u>\$31.43</u>	<u>\$33.31</u>	<u>3%</u>
<u>2,001</u>	<u>4,000</u>	<u>\$2.51</u>	<u>\$2.89</u>	<u>\$3.06</u>	<u>\$3.24</u>	<u>\$3.44</u>	<u>3%</u>
<u>4,001</u>	<u>10,000</u>	<u>\$2.56</u>	<u>\$2.94</u>	<u>\$3.12</u>	<u>\$3.30</u>	<u>\$3.50</u>	<u>3%</u>
<u>10,001</u>	<u>40,000</u>	<u>\$2.93</u>	<u>\$3.37</u>	<u>\$3.57</u>	<u>\$3.78</u>	<u>\$4.01</u>	<u>3%</u>
<u>40,001</u>	<u>150,000</u>	<u>\$3.03</u>	<u>\$3.48</u>	<u>\$3.69</u>	<u>\$3.91</u>	<u>\$4.15</u>	<u>3%</u>
<u>150,001</u>	<u>300,000</u>	<u>\$3.87</u>	<u>\$4.45</u>	<u>\$4.72</u>	<u>\$5.00</u>	<u>\$5.30</u>	<u>3%</u>
<u>300,001</u>	<u>600,000</u>	<u>\$3.87</u>	<u>\$4.45</u>	<u>\$4.72</u>	<u>\$5.00</u>	<u>\$5.30</u>	<u>3%</u>
<u>600,001</u>	<u>1,000,000</u>	<u>\$4.42</u>	<u>\$5.09</u>	<u>\$5.39</u>	<u>\$5.72</u>	<u>\$6.06</u>	<u>3%</u>
<u>1,000,001</u>	<u>Greater</u>	<u>\$5.37</u>	<u>\$6.18</u>	<u>\$6.55</u>	<u>\$6.94</u>	<u>\$7.35</u>	<u>3%</u>

(2) There shall be no maximum monthly charges for residential and commercial users.

Section 2. Severability.

If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. Repeal law in conflict.

All ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 4. Publication.

This Ordinance shall be published according to Section 2.09 (D) of the Charter of the City of Laredo.

Section 5. Effective date.

This Ordinance shall take effect as of October 1, 2019, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
THE DAY OF \_ , 2019.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, Jr.  
CITY SECRETARY

APPROVED AS TO FORM:

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KRISTINA LAUREL HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Victor J. Linares, P.E., Acting Director Building Development Services Department

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**SUBJECT**

**2019-O-073** An Ordinance of the City of Laredo, Texas, amending Chapter 25 “Plumbing” of the Code of Ordinances by providing that no drip system or vegetation shall be allowed within forty-eight (48) inches from the back of the curb of a public street; providing standards for irrigation components located within twenty feet of a public street; providing for a cumulative clause; providing a severability clause; providing for publication and establishing an effective date.

**PREVIOUS COUNCIL ACTION**

On March 1, 2010, City Council approved Ordinance the amendment to irrigation ordinance, 2010-O-026.

**BACKGROUND**

Technical Review Board Ad-Hoc Committee reviewed irrigation ordinance as it affected the ROW and to help protect the integrity of the streets as directed by City Council on June 4, 2018.

**COMMITTEE RECOMMENDATION**

Technical Review board Ad-Hoc Committee recommended approval of this ordinance on September 5, 2018.

**STAFF RECOMMENDATION**

Staff recommends introduction of this ordinance.

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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**

2019-O-

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**ORDINANCE NO. 2019-O-\_\_**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 25 “PLUMBING” OF THE CODE OF ORDINANCES BY PROVIDING THAT NO DRIP SYSTEM OR VEGETATION SHALL BE ALLOWED WITHIN FORTY-EIGHT (48) INCHES FROM THE BACK OF THE CURB OF A PUBLIC STREET; PROVIDING STANDARDS FOR IRRIGATION COMPONENTS LOCATED WITHIN TWENTY FEET OF A PUBLIC STREET; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Laredo Land Development Code currently provides standards and requirements regarding Drainage; and

**WHEREAS**, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo; and

**WHEREAS**, the amendments of said standards and requirements have been deemed necessary and appropriate; and

**WHEREAS**, the Planning & Zoning Commission, after a public hearing on November 11, 2018 has recommended the City Council of the City of Laredo pass this amendment to the City of Laredo Land Development Code; and

**WHEREAS**, the City Council finds the ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health, safety and welfare.

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

**Section 1:** City of Laredo Code of Ordinances Chapter 25 “Plumbing,” Article IV, “Irrigation Systems” is hereby amended to read as follows:

...

Sec. 25-83. - Permit required.

It shall be unlawful any person to install an irrigation system or perform major maintenance, alternation repair to service without having first received a permit therefore from the city building development services department. The city shall not issue an irrigation permit to any person not holding a valid irrigator's license issued by the TCEQ, unless an exemption exists in accordance with state law. Persons exempt under state law from the requirement to hold an irrigation license are still required to comply with the requirement of this subsection.

- (1) *Permit application.* An application for a permit shall include plans and specifications regarding the design, installation, and operation of the irrigation system in accordance with the standards provided for in 30 TAC chapter 344, now or as hereafter amended. Plans, specification, and other design work shall be sealed, signed and dated by a



licensed irrigator.

- (2) *Posting.* Irrigation permits shall be posted in a visible location at the project site. The director may promulgate reasonable rules regarding expiration or abandonment of permits where the applicant has failed to complete the project and close out the permit in a reasonable period of time. The director shall be allowed to refuse issuance of any new irrigation permit to an applicant who has not properly closed out prior permits.
- (3) *Separate contractor for design and installation.* In accordance with state law, the preparation of the design, and the installation of the system, although each requiring a license or exemption, need not be performed by the same person or entity.
- (4) ~~[[Requirements for compliance.]]~~ If repairs to an existing stem exceed fifty (50) percent in valuation, the complete system must ~~[compliance]~~ comply with this article. If less than fifty (50) percent valuation is done to the system, only a backflow prevention device and rain sensor must be provided.

*Exemptions.*

- (1) An irrigation system that is that an on-site sewage disposal system, as defined by V.T.C.A., Health and Safety Code § 355.002; or
- (2) An irrigation system used on or by an agricultural operation as defined by V.T.C.A., Agriculture Code § 251.002; or
- (3) An irrigation system connected to a groundwater well used by the property owner for domestic use.

...

Sec. 25-85. - Backflow prevention methods and devices.

- (a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method certified by the Texas Commission on Environmental Quality (TCEQ). The minimum standard ~~[for the city]~~ shall be a double check ~~[value]~~ valve assembly, if there are no conditions that present a health hazard. The backflow prevention device must comply with the International Plumbing Code and/or the Uniform Plumbing Code and must be approved certified by the American Society of Sanitary Engineers (ASSE); or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or International Code Council-Evaluation Service (ICC-ES); or the International Association of Plumbing and Mechanical Officials—Research and Testing (IAPMO R&T) the Uniform Plumbing Code; or any other laboratory certifying agencies that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.
- (b) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow:
  - (1) An air gap may be used if:
    - a. There is an unobstructed physical separation; and
    - b. The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the

diameter of the water supply outlet, whichever is greater.[2]

- (2) Reduced pressure principle backflow prevention assemblies may be used if:
  - a. The device is installed at a minimum of twelve (12) inches above ground in a location that will ensure that the assembly will not be submerged; and
  - b. Drainage is provided for any water that may be discharged through the assembly relief valve.
- (3) Pressure vacuum breakers may be used if:
  - a. No back-pressure condition will occur; and
  - b. The device is installed at a minimum of twelve (12) inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
- (4) Atmospheric vacuum breakers may be used if:
  - a. No back-pressure will be present;
  - b. There are no shutoff valves downstream from the atmospheric vacuum breaker;
  - c. The device is installed at a minimum of six (6) inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
  - d. There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than twelve (12) hours in any twenty-four-hour period; and
  - e. A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies shall be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.
- (e) If a double check valve is installed below ground:
  - (1) Test cocks must be plugged, except when the double check valve is being tested;
  - (2) Test cock plugs must be threaded, watertight, and made of nonferrous material;
  - (3) A y-type strainer is installed on the inlet side of the double check valve;
  - (4) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and
  - (5) There must be space on the side of the double check valve to test and repair the double check valve.
- (f) If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.
- (g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the

discharge side of the backflow prevention assembly.

- (h) The irrigator shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

...

Sec. 25-87. - Inspection.

- (a) [~~Prebackfill~~] *Pre-backfill inspection.* Irrigation systems shall be inspected prior to backfill, and the inspection must be requested by the applicant. Installation deficiencies or defects discovered during the inspection shall be corrected before the system is considered approved for use. The city shall utilize a licensed irrigation inspector or a plumbing inspector to perform inspections, and the inspector shall document on the inspection record the static pressure and water source of the irrigation system.
- (b) *Final inspection.* Upon completion of a permitted irrigation system, a final acceptance inspection shall be performed by the city, prior to the system being put into services by the end user. The final inspection shall include a permit closeout procedure, and shall include the following steps:
  - (1) The applicant's request for final inspection shall include a copy of the initial passing test results for the backflow device (if applicable). The date of the test shall establish the anniversary date for future annual tests.
  - (2) The applicant shall furnish the city inspector with an as-built record drawing and hydraulic calculation for the installed system.
  - (3) The applicant shall demonstrate, to the satisfaction to the inspector, that the system mainline holds static pressure within an acceptable tolerance. The method for performing the hydrostatic test shall be at the discretion of the inspector acceptable toleration level must be at two (2) pounds per square inch.
  - (4) The applicant shall demonstrate the performance, coverage and operation of the system by running each zone for not less ~~that~~ than five (5) minutes. In order for the system to be accepted, performance and coverage must match the design within a reasonable tolerance, must meet or exceed TCEQ minimum standards, and be within manufacturer's recommendations for the equipment used.
  - (5) The inspector shall witness the demonstration, and verify starting and ending consumption readings on the water meter for each zone. Actual water consumption for each zone, calculated over a minimum run time for five (5) minutes, shall not exceed the calculated consumption by more than fifteen (15) percent. In the event the water consumption for any zone fails to match design calculations within tolerance, the applicant shall be required to cap emission devices and demonstrate that the section piping hold static pressure. Once the applicant has repaired leaks and verified proper installation of emission devices, calculated consumption figures will be replaced with actual consumption results for establishing the final seasonal water schedule.
  - (6) The applicant shall furnish the inspector with a copy of the required maintenance checklist, including all of the items listed in 30 TAC 344.63. -

Upon satisfactory completion of items (1) through (6), the city shall issue a certificate of final inspection, and the approved irrigation system shall be assigned a tracking number. The

backflow preventer information, and the irrigator's name and license number shall be maintained in the city records. If the irrigation system is being constructed as part of the building permit, a certificate of occupancy shall not be issued until the irrigation system permit has been closed out with the final acceptance.

Sec. 25-88. - Registration.

- (a) All irrigation contractors conducting business in the city, prior to being eligible to obtain and irrigation system permit, shall be required to be registered with the city building development service department, and shall renew their registration annually ~~yearly by January 1~~.
- (b) An irrigation contractor's registration must be submitted on forms available for the city building development service department and shall include the following information:
  - (1) The irrigation contractor's full name;
  - (2) The irrigation contractor's license number;
  - (3) The irrigation contractor's business name;
  - (4) The irrigation contractor's business address;
  - (5) The irrigation contractor's business telephone number; and
  - (6) The irrigation contractor's telefax number.
  - (7) The irrigation contractor shall provide a certification of insurance by an insurance company authorized in the state certifying that the irrigation contractor is insured to the limit of at least:
    - a. Three hundred thousand dollars (\$300,000.00) public liability per occurrence; and
    - b. Three hundred thousand dollars (\$300,000.00) property liability per occurrence and product/completed operations. In lieu of insurance, the irrigation contractor may provide a bond in the amount of ten thousand dollars (\$10,000.00) conditional that the irrigation contractor shall faithfully observe all applicable laws.

Sec. 25-89. - Irrigation plan design: Minimum standards.

- (a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:
  - (1) Diminish the operational integrity of the irrigation system;
  - (2) Violate any requirements of this ordinance; and
  - (3) Go unnoted in red on the irrigation plan.
- (b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.
- (c) All irrigation plans used for construction must be drawn to scale minimum size of 1/8" equals 1'. The plan must include, at a minimum, the following information:

- (1) The irrigator's seal, signature, and date of signing;
- (2) All major physical features and the boundaries of the areas to be watered;
- (3) A North arrow;
- (4) A legend;
- (5) The zone flow measurement for each zone;
- (6) Location and type of each:
  - a. Controller; and
  - b. Sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);
- (7) Location, type, and size of each:
  - a. Water source, such as, but not limited to, a water meter and point(s) of connection;
  - b. Backflow prevention device;
  - c. Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
  - d. Valves, including but not limited to, zone valves, master valves, and isolation valves;
  - e. Pressure regulation components; and
  - f. Main line and lateral piping.
- (8) The scale used; and
- (9) The design pressure.

Sec. 25-90. - Design and installation: Minimum requirements.

- (a) ~~Component performance.~~ No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.
- (b) ~~Inline pumps.~~ No inline pumps shall be allowed to connect to city line for any new or existing irrigation systems. If a booster pump is needed, a water tank with an air gap may be installed in order to protect the municipal water source.
- (c) *Spacing.*
  - (1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
  - (2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than forty-eight (48) inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hard cape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
  - (3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in

cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

- (4) No irrigation system or vegetation shall be installed ~~{with be allow}~~ within forty-eight (48) inches from the back of the curb, ~~[except for a drip system]~~ of a public street.
- (5) All irrigation components located within twenty feet of a public street shall conform to the United States Environmental Protection Agency WaterSense Specifications, or low volume irrigation and high efficiency emission devices as defined by the manufacturer.
- (d) *Water pressure.* Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.
- (e) *Piping.* Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five (5) feet per second for polyvinyl chloride (PVC) pipe.
- (f) *Irrigation zones.* Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
- (g) *Matched precipitation rate.* Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.
- (h) ~~{}~~*Prohibited surfaces.*~~{}~~ Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.
- (i) *Master valve.* A master valve shall be installed on the discharge side of the backflow prevention device on all new automatic controlled installations, except battery operated systems.
- (j) *Pac pipe primer solvent.* All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the Uniform Plumbing Code (Section 316) or the International Plumbing Code (Section 605).
- (k) *Rain or moisture shutoff devices or other technology.* All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shutoff technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.
- (l) *Isolation valve.* All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.
- (m) *Depth coverage of piping.* Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.
  - (1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six (6) inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated ~~[has]~~ contains rock ~~[more that]~~ in excess of 50% of soil the

material, select backfill may be used around the pipe.

- (2) If a utility, manmade structure or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of three (3) inches of select backfill around the pipe and six (6) inches ~~[form]~~ from the top of the pipe and the natural grade of the topsoil.
  - (3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.
- (n) ~~[[Electrical connections.]]~~ All electrical connections other than low volts ~~[will be required]~~ require an electrical permit.
- (o) *Wiring irrigation systems.*
- (1) Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.
  - (2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.
  - (3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.
  - (4) Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six (6) inches of select backfill.
- (p) ~~[[Nonpotable water.]]~~ Water contained within the piping of an irrigation system is deemed to be nonpotable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "nonpotable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.
- (q) ~~[[System installation.]]~~ Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on site at all times while the landscape irrigation system is being installed. When an irrigator is not on site, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on site to supervise the installation of the irrigation system.

...

Sec. 25-97. - Duties and responsibilities of city irrigation inspectors and or city plumbing inspector.

A licensed plumbing inspector or irrigation inspector shall enforce the ordinance of the city and shall be responsible for:

- (1) Verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) Inspecting the irrigation system;
- (3) Determining that the irrigation system complies with the requirements of this article;

- (4) Determining that the appropriate backflow prevention device was installed, tested, and test results provided to the city;
- (5) Investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (6) Maintaining records according to this chapter.
- (7) All city plumbing inspectors or irrigation inspectors who are assigned to review plans and/or inspect irrigation systems shall receive[~~d~~] a minimum of eight (8) hours of irrigation/water conservation *continuing education* instruction per year{s}.

...

**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 4:** Severability

If any provision, section subsection, sentence, clause, 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 or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 5:** Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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**PETE SAENZ  
MAYOR**

**ATTEST:**

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**JOSE A VALDEZ  
CITY SECRETARY**

**APPROVED AS TO**

**FORM:**

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

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Claudia San Miguel, General Manager

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**SUBJECT**

**2019-O-074** Authorizing Co-Interim City Managers to amend the City of Laredo 2018 – 2019 Transit Center Budget by drawing down from fund balance \$104,622.00 and increasing expenditures in the amount of \$104,622.00; and authorizing the Co-Interim City Managers to amend the 2018-2019 Transit Sales Tax by appropriating revenues and expenses to develop and implement a Pilot Urban Circulator Program (\$104,622.00) and any related expenses.

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the first reading was approved by the Mass Transit Board authorizing Co-Interim City Managers to amend the City of Laredo 2018 – 2019 Transit Center Budget by drawing down from fund balance \$104,622.00 and increasing expenditures in the amount of \$104,622.00; and authorizing the Co-Interim City Managers to amend the 2018-2019 Transit Sales Tax by appropriating revenues and expenses to develop and implement a Pilot Urban Circulator Program (\$104,622.00) and any related expenses.

**BACKGROUND**

Authorizing Co-Interim City Managers to amend the City of Laredo 2018 – 2019 Transit Center Budget by drawing down from fund balance \$104,622 and increasing expenditures in the amount of \$104,622. Also to amend the 2018-2019 Transit Sales Tax by appropriating revenues and expenses to develop and implement a Pilot Urban Circulator Program (\$104,622) and any related expenses.

September 2009, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. This plan sets of the five-year program of improvements to serve the transportation needs within the Laredo Metropolitan Organization boundary. A number of recommendations (unfunded) were approved. As a result of low ridership the Laredo Transit Development Plan (2009 TDP study) recommendations included the restructuring of the system to include feeder routes (page 37). September 2009, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. This plan sets of the five-year program of improvements to serve the transportation needs within the Laredo Metropolitan Organization boundary. A number

of recommendations (unfunded) were approved.

Most recently in 2016, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. A number of recommendations (unfunded) were approved and adopted by both MPO and the Mass Transit Board (City Council).

- Replace Fleet and Bus Stop Improvements 8-1.
- Route modifications to address poor performing routes: 5-Tilden, 8B Guadalupe / Villa del Sol, 11 – Gustavus, 13- Heritage Park, and 15 Main/Riverside 8-27.
- Improve frequency on high performing routes: Santa Maria, TAMIU, Mines Road, and Los Angeles 8-28.
- New route evaluation / implementation: Direct Service from both South and West to TAMIU.
- Industrial Park Circulator / Mines Road Circulator 8-20.
- Additional Hubs / Transfer Center (Circulators) 8-22.
  - New Park and Ride facilities 8-23.
- Connect with Rural Providers, BRT (2011 Study) 8-24.
- Enhance Technology features: Google Transit, Bus Passes and WiFi aboard buses and vans 8-8 / 8-10.
- Comprehensive Operational Analysis (\$300K) and other related studies 8-23.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval amending the Transit Center budget 2018-2019.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N  
**Source of Funds:** Transit System  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

	<b>Original Budget</b>	<b>Amendment</b>	<b>Amended Budget</b>
<b>Transit Center</b>			
Expenses	\$90,495	\$104,622	\$195,117
<b>Sales Tax</b>			
Revenues	\$8,434,286	\$104,622	\$8,538,908
Expenses	\$8,839,483	\$104,622	\$8,944,105

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## **Attachments**

Ordinance 2019-O-074

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**ORDINANCE NO. 2019-O-074**

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO AMEND THE CITY OF LAREDO 2018-2019 TRANSIT CENTER BUDGET BY DRAWING DOWN FROM THE FUND BALANCE OF \$104,622 AND INCREASING EXPENDITURES IN THE AMOUNT OF \$104,622. ALSO TO AMEND THE 2018-2019 TRANSIT SALES TAX BY APPROPRIATING REVENUES AND EXPENSES IN SALES TAX BY \$104,622 TO DEVELOP AND IMPLEMENT A PILOT URBAN CIRCULATOR PROGRAM (\$40,000) AND, TO MEET REQUIRED LOCAL MATCH FOR FEDERAL TRANSIT ADMINISTRATION FOR FY2019 SECTION 5339 BUS AND BUS FACILITIES PROGRAM AUTHORIZED UNDER THE NEW FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT IN THE AMOUNT OF \$64,622 TO BE USED TO REPLACE REVENUE VEHICLES.

**WHEREAS**, the City Council previously adopted the budget for fiscal year 2018-2019; and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 2018-2019 Transit Capital Budget by increasing revenues and expenditures by \$104,622 to be used a Pilot Urban Circulator Program (40,000) and to meet required local match for the Federal Transit Administration FY2019 Section 5339 Bus and Bus Facilities Program in the amount of \$64,222.

**WHEREAS**, a public hearing and introductory ordinance will be held on April 15, 2019.

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

**Section 1.** The FY2018-2019 Transit Center Budget is hereby amended to appropriate \$104,622.

**Section 2.** The sales tax funds shall be deposited in the City of Laredo Transit Center account.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY \_\_\_\_\_  
KRISTINA L. HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Claudio Treviño, Jr., Chief of Police

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**SUBJECT**

**2019-R-52** Authorizing the Co-Interim City Managers to submit a grant application in the amount of \$1,402,488.00 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for the purchase of two patrol units and for overtime and fringe benefit expenses, for Stonegarden Operations. No local match is required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The U.S. Border Patrol, Laredo Sector, WCSO and Laredo Police Department (LPD) will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Historically, WCSO and LPD have diligently coordinated their efforts with the Office of Border Patrol Laredo Sector to safeguard the country's borders. In the first Operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year, LPD and again WSCO, will provide 2nd-Tier, force-multiplier assets to work in partnership with the Laredo Sector Border Patrol Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Recommends that City Council approve this Resolution.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** Grant  
**Account #:** 229  
**Change Order: Exceeds 25% Y/N:** N/A

**FINANCIAL IMPACT:**

Funding is available in the Special Police Fund 229. No local match is required.

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**Attachments**

Resolution

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**RESOLUTION NO. 2019-R-52**

**Authorizing the Co-Interim City Managers to submit a grant application in the amount of \$1,402,488.00 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for the purchase of two patrol units and for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required.**

**Whereas**, the Co-Interim City Managers are authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

**Whereas**, the City of Laredo will apply for the amount of \$1,402,488 from the Office of the Governor's Homeland Security Grants Division to fund the 2018 Operation Stonegarden Grant; and

**Whereas**, the City of Laredo finds it in the best interest of the citizens of Laredo that the 2018 Operation Stonegarden be operated for the 03/01/2019 to 02/29/2020 grant year; and

**Whereas**, the City of Laredo use these funds to execute special operations related to homeland security; and

**Whereas**, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

**Section 1:** Authorizing the Co-Interim City Managers to submit a grant application in the amount of \$1,402,488.00 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for the purchase of two patrol units and for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required.

**Section 2:** It authorizes the Co-Interim City Managers to execute all necessary documents to obtain said grant and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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KRISTINA L. HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Elsy Borgstedte, Acting Airport Director

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**SUBJECT**

**2019-R-53** Authorizing the Co-Interim City Managers to submit a grant application and accept said grant in the amount of \$12,959.65 from the office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be used for overtime and fringe benefit expenses, for Stonegarden Operations by Airport Law Enforcement. No local match is required.

**PREVIOUS COUNCIL ACTION**

Ordinance 2016-O-034 Approved on March 21, 2016, Resolution 2017-R-48 approved on April 20, 2017.

**BACKGROUND**

The U.S. Border Patrol, Laredo Sector, Webb County Sheriff's Office (WCSO), Laredo Police Department (LPD) and the Airport Police, will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Operations Order No. 19-LRT LRT – 11-002-V0 OPSG KIT# 3335703  
Operations Order Dates: 01/01/2019 – 8/31/2021

Historically, WCSO and LPD have diligently coordinated their efforts with the Officer of Border Patrol Laredo Sector to safeguard the country's borders. In the first operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year LPD, Airport Police, and again WCSO, will provide 2<sup>nd</sup>-tier, force-multiplier assets to work in partnership with the Laredo Sector Border Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy. The Laredo International Airport is the first airport in the nation to apply for and receive Stonegarden Grant monies.

**COMMITTEE RECOMMENDATION**

This item was recommended for approval by the Airport Advisory Board on April 10, 2019.

## **STAFF RECOMMENDATION**

Staff recommends approval of this resolution.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Airport Fund Division 242-3646 (Operation Stonegarden). No local match is required.

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### **Attachments**

Letter

Resolution 2019-R-53

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**FEMA**

April 3, 2019

Arturo Mendez  
Office of the Governor  
1100 San Jacinto Boulevard  
Austin, TX 78701

Dear Mr. Mendez:

The Federal Emergency Management Agency (FEMA) has reviewed the request submitted by Webb County, TX to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609).

Webb County has requested to expend \$3,194,726.31 or approximately 89 percent of its FY 2018 Operation Stonegarden allocation of \$3,600,000 on operational overtime and related personnel costs under Operations Order # 19-LRTLRT-11-002 V0.

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is therefore approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B).

As a reminder, future personnel waiver requests must also be submitted to FEMA Grant Programs Directorate for prior approval. Please contact your Program Analyst, David Porter, at (202) 786-0871 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan".

Christopher P. Logan  
Acting Assistant Administrator  
Grant Programs Directorate

CC: Tony Robinson, Regional Administrator, Region VI  
Stacey Street, Director of Grant Operations  
C. Gary Rogers, Director, Preparedness Grants Division  
Mark Price, Grants Division Director, Region VI  
David Porter, Program Analyst

**RESOLUTION 2019-R-53**

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO SUBMIT A GRANT APPLICATION AND ACCEPT SAID GRANT IN THE AMOUNT OF \$12,959.65 FROM THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR THE PURPOSE OF FUNDING THE 2018 OPERATION STONEGARDEN GRANT (OPSG). THIS FUNDING WILL BE FOR OVERTIME AND FRINGE BENEFIT EXPENSES USED FOR STONEGARDEN OPERATIONS BY AIRPORT LAW ENFORCEMENT. NO LOCAL MATCH IS REQUIRED.**

WHEREAS, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the Laredo International Airport; and

WHEREAS, the Laredo International Airport will accept a grant in the amount of \$12,959.65 from the Office of the Governor's Homeland Security Grants Division to fund the 2018 Operation Stonegarden Grant; and

WHEREAS, the Laredo International Airport finds it in the best interest of the citizens of Laredo that the 2018 Operation Stonegarden be operated for the 01/01/2019 to 08/31/2021 grant year; and

WHEREAS, the Laredo International Airport use these funds to execute special operations related to homeland security; and

WHEREAS, the Laredo International Airport has agreed that in the event of loss or misuse of funds, the Laredo International Airport assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

Section 1: Authorizing the Co-Interim City Managers to submit a grant application and accept said grant in the amount of \$12,959.65 from the office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2018 Operation Stonegarden Grant (OPSG). This funding will be for overtime and fringe benefit expenses used for Stonegarden Operations by Airport Law Enforcement. No local match is required.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
KRISTINA HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

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

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**SUBJECT**

**2019-R-54** Authorizing the Co-Interim City Managers to accept and enter into a contract with the Texas Department of State Health Services through the South Texas Development Council (STDC) in the amount of \$412,303.00 for the continuation of the City of Laredo Health Department Ryan White Program to provide health care, diagnostic and specialty care and medical case management for persons with HIV/AIDS and aligning positions with duties and program performance measures for the term of April 1, 2019 through March 31, 2020.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On August 6, 2018, Council approved Resolution 2018-R-102.

**BACKGROUND**

The Texas Department of State Health Services, through the South Texas Development Council, continues to contract with the City of Laredo to provide public health services through the City of Laredo Health Department. These programs provide case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services. Positions are also being aligned with duties and performance measures reclassifying a caseworker to a Public Health Technician.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approve the Resolution.

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## **Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** STDC  
**Account #:** 226-6020  
**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

The revenue line item is 226-0000-323-4051 and the expenditure division is 226-6020 with project numbers HERW13 (\$392,303.00), HERS05 (\$10,000.00) and HERS06 (\$10,000.00).

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## **Attachments**

Letter of Award  
2019-R-54

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# SOUTH TEXAS DEVELOPMENT COUNCIL

February 25, 2019

Ms. Rosario Cabello  
Co-Interim City Manager  
City Manager, City of Laredo  
City Manager's Office  
1110 Houston Street  
Laredo, Texas 78040

**RAMIRO SARABIA**  
CHAIRMAN  
COUNCILMAN  
CITY OF ROMA

**ROBERT MENDIOLA**  
EXECUTIVE DIRECTOR

**Subject: Contract Award Notice - FY2019  
Ryan White Service Delivery and Ryan White Supplemental  
[Contract № 019-1-19(20)]**

Dear Ms. Cabello:

The South Texas Development Council is awarding the City of Laredo Health Department funding for FY2019 in the amount of Four Hundred Twelve Thousand Three Hundred Three Dollars (\$412,303) for the implementation and continuation of delivery of services under Ryan White Part B – HIV Services Program and Ryan White Supplemental in the Laredo HSDA as referenced in the Renewal Contract Attachment approved effective April 1, 2019.

Award Source:		
Ryan White Service Delivery	\$392,303	(Laredo HSDA)
Period: 04/01/19 – 03/31/20		
Ryan White Supplemental Part 2 - 18-19	\$ 10,000	(Laredo HSDA)
Period: 04/01/19 – 09/29/19		
Ryan White Supplemental Part 1 – 19-20	\$ 10,000	(Laredo HSDA)
Period: 09/30/19 – 03/31/20		

The term for this contract shall be April 1, 2019 through March 31, 2020. The full contract is soon forthcoming.

If you have any questions concerning this contract, please contact Mr. John R. Keiser, Regional Program Manager or Ms. Maribel Rodriguez, Program Coordinator at (956) 722-3995 or via email at [keiser@stdc.cog.tx.us](mailto:keiser@stdc.cog.tx.us) and [mrodriguez@stdc.cog.tx.us](mailto:mrodriguez@stdc.cog.tx.us).

Sincerely,

Robert Mendiola  
Executive Director

RM/mr

Enclosure

cc: Hector F. Gonzalez, M.D., M.P.H., Health Director, City of Laredo Health Department  
Jose F. Castillo, Acting Finance Director, City of Laredo Finance Department  
Martin Aleman, Chief, Budget and Grants Management, City of Laredo Health Dept, Budget and Grants Management  
Arianni Becerra., Program Coordinator, City of Laredo Health Dept, HIV-AIDS Program  
Maria M. Jimenez, Director of Finance, South Texas Development Council  
file  
**1002 DICKY LANE • LAREDO, TEXAS 78043**  
**(956) 722-3995 • FAX (956) 722-2670**

**TABLE 1: SERVICES PRIORITIES, ALLOCATIONS AND OBJECTIVES BY HIV SERVICE DELIVERY AREA**

Administrative Agency	South Texas Development Council		HSDA:	Laredo
Funding Stream:	Ryan White Service De	Fiscal Year	2019-2020	HSDA Allocation: \$392,303

Instructions: A Table 1 must be completed for EACH HSDA. Use this table to reflect the service allocations and estimated service units and persons to be served. Use columns C and D to show the estimated number of units to be delivered and persons to be served. In column E place the total allocation for that category; this should include service provider administrative costs. The total of all allocations should equal the total for the HSDA's RWSD or SS allocation. Column F indicates the percentage of the total award that is allocated to that service category.

SERVICE CATEGORY*	ESTIMATED OBJECTIVES		ALLOCATION FOR HSDA	% OF TOTAL ALLOCATION
	Units	Persons		
Child Care Services				0.00%
Early Intervention Services	126	28	\$19,000.00	4.84%
Emergency Financial Assistance (EFA)				0.00%
Food Bank/Home Delivered Meals				0.00%
Health Education / Risk Reduction (HE/RR)				0.00%
Health Insurance Premium and Cost Sharing Assistance	164	29	\$33,936.00	8.65%
Home and Community-Based Health Services				0.00%
Home Health Care				0.00%
Hospice Services				0.00%
Housing Services				0.00%
Linguistic Services				0.00%
Local AIDS Pharmaceutical Assistance (LPAP)	225	136	\$48,140.00	12.27%
Medical Case Management	3522	167	\$170,593.00	43.49%
Medical Nutrition Therapy				0.00%
Medical Transportation Services				0.00%
Mental Health Services				0.00%
Non-Medical Case Managemet				0.00%

Oral Health Care	42	32	\$12,000.00	3.06%
Other Professional Services				0.00%
Outpatient/Ambulatory Health Services	1290	169	\$108,634.00	27.69%
Outreach Services				0.00%
Psychosocial Support Services				0.00%
Referral for Health Care and Support Services				0.00%
Rehabilitation Services				0.00%
Respite Care				0.00%
Substance Abuse Services-Residential				0.00%
Substance Abuse Outpatient Care				0.00%
Treatment Adherence Counseling (non-medical)				0.00%
<b>Subtotal</b>			<b>\$392,303.00</b>	<b>100.00%</b>
<b>The following services may <u>not</u> be funded with Ryan White Part B or RW Supplemental</b>				
Other Services (Attach a separate sheet detailing services to be funded)				0.00%
<b>Total Allocation</b>			<b>\$392,303.00</b>	<b>100.00%</b>

**TABLE 1: SERVICES PRIORITIES, ALLOCATIONS AND OBJECTIVES BY HIV SERVICE DELIVERY AREA**

Administrative Agency	South Texas Development Council			HSDA:	Laredo
Funding Stream:	Ryan White Supplement	Fiscal Year	2018-2019	HSDA Allocation:	\$10,000
<p>Instructions: Table 1 must be completed for EACH HSDA within the Administrative Agency's area. Use this table to reflect the service allocations and estimated service units and persons to be served with those funds. Use columns 2 and 3 to show the estimated number of units to be delivered and persons to be served. In column 4 place the total allocation for that category; this should include service provider administrative costs. The total of all allocations should equal the total for the HSDA's RWSD or SS allocation. Column 6 indicates the percentage of the total award that is allocated to that service category.</p>					
SERVICE CATEGORY*	ESTIMATED OBJECTIVES		ALLOCATION FOR HSDA	% OF TOTAL ALLOCATION	
	Units	Persons			
Outpatient/Ambulatory Medical Care	10	4	\$4,000.00	40.00%	
AIDS Pharmaceutical Assistance (local)				0.00%	
Oral Health Care	9	3	\$3,000.00	30.00%	
Early Intervention Services (Parts A and B)				0.00%	
Health Insurance Premium and Cost Sharing Assistance	9	3	\$3,000.00	30.00%	
Home Health Care				0.00%	
Medical Nutrition Therapy				0.00%	
Hospice Services				0.00%	
Home and Community-Based Health Services				0.00%	
Mental Health Services				0.00%	
Substance Abuse Services - Outpatient				0.00%	
Medical Case Management (including treatment adherence)				0.00%	
Case Management (non-medical)				0.00%	
Child Care Services				0.00%	
Emergency Financial Assistance				0.00%	
Food Bank / Home Delivered Meals				0.00%	
Health Education / Risk Reduction				0.00%	

Housing Services				0.00%
Legal Services				0.00%
Linguistic Services				0.00%
Medical Transportation Services				0.00%
Outreach Services				0.00%
Psychosocial Support Services				0.00%
Referral for Health Care / Supportive Services				0.00%
Rehabilitation Services				0.00%
Respite Care				0.00%
Treatment Adherence Counseling (non-medical)				0.00%
<b>Subtotal</b>			<b>\$10,000.00</b>	<b>100.00%</b>
<b>The following services may not be funded with Ryan White Part B funds</b>				
Buddy / Companion Services				0.00%
Child Welfare Services				0.00%
Client Advocacy				0.00%
Transportation				0.00%
Pediatric Developmental Assessment and Early Intervention Services				0.00%
Permanency Planning				0.00%
Referrals to Clinical Research				0.00%
Other Direct Support Services (Attach a separate sheet detailing services to be funded)				0.00%
<b>Total Allocation</b>			<b>\$10,000.00</b>	<b>100.00%</b>

From April 2019 to September 2019  
RW Supplemental part 2 FW 2018-2019

**TABLE 1: SERVICES PRIORITIES, ALLOCATIONS AND OBJECTIVES BY HIV SERVICE DELIVERY AREA**

Administrative Agency	South Texas Development Council			HSDA:	Laredo
Funding Stream:	Ryan White Supplement	Fiscal Year	2019-2020	HSDA Allocation:	\$10,000
<p>Instructions: Table 1 must be completed for EACH HSDA within the Administrative Agency's area. Use this table to reflect the service allocations and estimated service units and persons to be served with those funds. Use columns 2 and 3 to show the estimated number of units to be delivered and persons to be served. In column 4 place the total allocation for that category; this should include service provider administrative costs. The total of all allocations should equal the total for the HSDA's RWSD or SS allocation. Column 6 indicates the percentage of the total award that is allocated to that service category.</p>					
SERVICE CATEGORY*	ESTIMATED OBJECTIVES		ALLOCATION FOR HSDA	% OF TOTAL ALLOCATION	
	Units	Persons			
Outpatient/Ambulatory Medical Care	10	4	\$4,000.00	40.00%	
AIDS Pharmaceutical Assistance (local)				0.00%	
Oral Health Care	9	3	\$3,000.00	30.00%	
Early Intervention Services (Parts A and B)				0.00%	
Health Insurance Premium and Cost Sharing Assistance	9	3	\$3,000.00	30.00%	
Home Health Care				0.00%	
Medical Nutrition Therapy				0.00%	
Hospice Services				0.00%	
Home and Community-Based Health Services				0.00%	
Mental Health Services				0.00%	
Substance Abuse Services - Outpatient				0.00%	
Medical Case Management (including treatment adherence)				0.00%	
Case Management (non-medical)				0.00%	
Child Care Services				0.00%	
Emergency Financial Assistance				0.00%	
Food Bank / Home Delivered Meals				0.00%	
Health Education / Risk Reduction				0.00%	

Housing Services				0.00%
Legal Services				0.00%
Linguistic Services				0.00%
Medical Transportation Services				0.00%
Outreach Services				0.00%
Psychosocial Support Services				0.00%
Referral for Health Care / Supportive Services				0.00%
Rehabilitation Services				0.00%
Respite Care				0.00%
Treatment Adherence Counseling (non-medical)				0.00%
<b>Subtotal</b>			<b>\$10,000.00</b>	<b>100.00%</b>
<b>The following services may not be funded with Ryan White Part B funds</b>				
Buddy / Companion Services				0.00%
Child Welfare Services				0.00%
Client Advocacy				0.00%
Transportation				0.00%
Pediatric Developmental Assessment and Early Intervention Services				0.00%
Permanency Planning				0.00%
Referrals to Clinical Research				0.00%
Other Direct Support Services (Attach a separate sheet detailing services to be funded)				0.00%
<b>Total Allocation</b>			<b>\$10,000.00</b>	<b>100.00%</b>



## RESOLUTION 2019-R-54

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES THROUGH THE SOUTH TEXAS DEVELOPMENT COUNCIL (STDC) IN THE AMOUNT OF \$412,303.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT RYAN WHITE PROGRAM FOR THE TERM OF APRIL 1, 2019 THROUGH MARCH 31, 2020.**

**WHEREAS**, the Texas Department of State Health Services, through the South Texas Development Council, continues to contract with the City of Laredo to provide public health services through the City of Laredo Health Department; and

**WHEREAS**, these programs provide case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

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

**Section 1:** The Co-Interim City Managers are hereby authorized to accept and enter into contract with the Texas Department of State Health Services through the South Texas Development Council (STDC) in the amount of \$412,303.00 for the continuation of the City of Laredo Health Department Ryan White Program for the term of April 1, 2019 through March 31, 2020.

**Section 2:** The revenue line item is 226-0000-323-4051 and the expenditure division is 226-6020 with project numbers HERW13 (\$392,303.00), HERS05 (\$10,000.00) and HERS06 (\$10,000.00).

**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Health and Human Services Commission (HHSC) 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 THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
**JOSE A. VALDEZ, JR.  
CITY SECRETARY**

**APPROVED AS TO FORM:  
KRISTINA K. LAUREL HALE  
CITY ATTORNEY**

\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, Community Development Director; Riazul Mia, Utilities Director

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**SUBJECT**

**2019-R-55** Accepting the conveyance of a 7,288 sq.ft. tract of land, in the vicinity between the area known as Sacred Heart Childrens Home and Taco Palenque on Zapata Highway, more or less, being out of Porcion 35, Jose M. Diaz, Original Grantee, Abstract 546, Webb County, Texas and being out of Lot 1, Block 1, Lafon Subdivision Phase I, as recorded in Volume 27, Page 43, Webb County Plat Records to serve as a Utility and Access Easement for the purpose of excavating, constructing, inspecting, repairing, replacing, locating, relocating, and maintaining underground utility lines and any appurtenant or necessary facilities, in over, upon, across, and through said 7,288 sq. ft. tract of land said easement is further described by boundary survey and metes and bounds in attached Exhibit A; and providing for an effective date. Transaction to be accounted for in the City's Fixed Asset System.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City of Laredo has requested a 7,288 sq.ft. Utility and Access Easement from Runner's Gym LLC, located off of U.S. Highway 83 and adjacent to Sacred Heart Orphanage. Said 7,288 sq.ft. tract of land is needed for the installation and maintaining of utility lines and related improvements. Runner's Gym LLC has granted and conveyed said easement through the attached easement document.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution

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**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:** N/A

**Source of Funds:** N/A

**Account #:** N/A

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

**FINANCIAL IMPACT:**

Transaction to be accounted for in the City's Fixed Asset System.

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**Attachments**

Exhibit A

Resolution 2010-R-55

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**EASEMENT**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WEBB §**

That the undersigned Runner's Gym, LLC, of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for Ten Dollars and 0/100s (\$10.00) and other good and valuable consideration in hand paid by the CITY OF LAREDO, a home rule city of Webb County Texas ("Grantee"), the receipt and sufficiency 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 the Grantee, the right in perpetuity to enter, subject however to the following conditions, excavate, construct, maintain, reconstruct, inspect, repair, replace, locate, relocate and maintain underground utility lines and any appurtenant or necessary facilities, in, over, upon, across and through the following tract of land in Webb County, Texas:

Being a tract of land containing 7,288 square feet of land, more or less, being out of Porcion 35, Jose M. Dias, Original Grantee, Abstract 546, Webb County, Texas and being out of Lot 1, Block 1, Lafon Subdivision Phase I as recorded in Volume 27, Pages 43, Webb County Map Records, said tract being more particularly described by metes and bounds and by survey in Exhibit A attached hereto and incorporated herein, (the "Easement").

GRANTOR also grants to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the EASEMENT by any other person or entity for the purpose of providing any type of utility service.

This EASEMENT and use thereof is conditioned upon the following:

- (1) Grantee shall allow Grantor the right to "tap in" to any-such utilities constructed within the easement;
- (2) Grantor shall be allowed to pave with asphalt or cement the easement for use as a part of Grantor's parking area and if Grantee needs to repair and or replace such utilities and thereby remove such, asphalt or cement, that Grantee, at its sole cost shall replace such removed asphalt or cement and restore it to its original condition prior to such removal by Grantee.

TO HAVE AND TO HOLD the same in perpetuity to Grantee, together with the right and privilege, to at any and all times, enter said premises, or any part thereof, for the purpose of

constructing, reconstructing, inspecting, replacing, repairing and maintaining said utility lines, appurtenance facilities and all necessary laterals and appurtenant facilities upon said Easement.

EXECUTED on this 7th day of March, ~~2018~~ <sup>2019</sup>.

GRANTOR:

Runner's Gym, LLC

By: Melchor Macias

Its: Manager

GRANTEE:

CITY OF LAREDO

Approve As To Form Only  
Kristina Laurel Hale  
City Attorney

By: Horacio De Leon, Jr.  
City Manager

By: Juan B. Caballero  
Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF WEBB §

BEFORE ME, the undersigned authority, on this day personally appeared Melchor Macias for and on behalf of Runner's Gym, LLC, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of Runner's Gym, LLC.

GIVEN under my hand and seal of office on this the 7th day of March, ~~2018~~ <sup>2019</sup>.



Rosalinda Hernandez  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, PLEASE RETURN TO:

Laredo City Attorney  
Attention: Juan B. Caballero  
1110 Houston Street  
Laredo, Texas 78040



Scale: 1" = 100'

SACRED HEART CHILDRENS HOME INC.  
VOLUME 505, PAGES 806-811 W.C.D.R.

8 6 5 8 7 6 5  
BLOCK 1023

POINT OF BEGINNING  
AT A FOUND 1/2" IRON ROD FOR  
6,680 SQUARE FOOT EASEMENT TRACT

12' UTILITY EASEMENT &  
ACCESS EASEMENT  
S89°22'00"E 309.36'

S03°00'38"E  
27.54'

SACRED HEART CHILDRENS HOME INC.  
VOLUME 505, PAGES 806-811  
W.C.D.R.

N00°38'00"E 233.15'

12' UTILITY EASEMENT &  
ACCESS EASEMENT  
N89°22'00"W 286.10'  
N03°00'38"W 16.28'

7,288 SQUARE  
FOOT TRACT

S86°59'22"W  
12.00'

LAFON SUBDIVISION - PHASE I  
RECORDED IN VOLUME 27, PAGE 43.  
W.C.M.R.

U.S. HIGHWAY 83  
(200' RIGHT OF WAY)

S87°53'54"E  
60.55'

12' U.E.  
S02°06'06"W  
12.00'

N87°53'54"W  
72.25'

12' UTILITY EASEMENT  
VOL. 27, PG. 43  
W.C.M.R.

LOT 2  
BLOCK 1  
LAFON SUBDIVISION - PHASE I  
RECORDED IN VOLUME 27, PAGE 43.  
W.C.M.R.



**LEGEND**

- S.I.R. = SET 1/2" IRON ROD
- F.I.R. = FOUND 1/2" IRON ROD
- MON. = FOUND CONCRETE MONUMENT
- P.K. = P.K. NAIL FOUND ON FENCE POST
- VOL. = VOLUME
- PG.(S) = PAGE(S)
- W.C.D.R. = WEBB COUNTY DEED RECORDS
- W.C.M.R. = 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, IV, TEXAS R.P.L.S. No. 5862

07-17-17  
DATE

**FLOOD NOTE**

SUBJECT IS NOT LOCATED IN FLOOD PLAIN ACCORDING TO FIRM MAP. COMMUNITY-PANEL No. 48479C1380C, WITH AN EFFECTIVE DATE OF APRIL 02, 2008 (GRAPHICAL SCALE)

**BOUNDARY SURVEY OF**

A TRACT OF LAND CONTAINING 7,288 SQUARE FEET OF LAND, MORE OR LESS, BEING OUT OF PORCION 35, JOSE M. DIAS, ORIGINAL GRANTEE, ABSTRACT 546, WEBB COUNTY, TEXAS AND BEING OUT OF LOT 1, BLOCK 1, LAFON SUBDIVISION PHASE I AS RECORDED IN VOLUME 27, PAGES 43, WEBB COUNTY MAP RECORDS.

Drawn By	IRL
Checked By	IFE
Approved By	IFE
Date	07/17/2017
Revision	0
Project No.	6270



**SHERFEY ENGINEERING COMPANY, L.L.C.**  
104 Del Court Suite 400  
Laredo, Texas 78041  
(956) 791-3511  
TBPE FIRM REGISTRATION No: F-3132



# 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  
7,288 SQUARE FOOT TRACT  
WEBB COUNTY, TEXAS**

A tract of land containing 7,288 square feet of land, more or less, being out of Porcion 35, Jose M. Dias, Original Grantee, Abstract 546, Webb County, Texas and being out of Lot 1, Block 1, Lafon Subdivision Phase I as recorded in Volume 27, Pages 43, Webb County Map Records, said tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod at the northeast corner of said Lot 1, Block 1, Lafon Subdivision Phase I, the northeast corner of the herein described tract;

**THENCE**, S 03°00'38" E, along the west right-of-way line of U.S. Highway 83 (a 200 foot wide right-of-way) a distance of 27.54 feet to a set 1/2 inch iron rod, an exterior corner of the herein described tract;

**THENCE**, S 86°59'22" W, leaving the west right-of-way line of said U.S. Highway 83 a distance of 12.00 feet to a set 1/2 inch iron rod, a deflection right;

**THENCE**, N 03°00'38" W, a distance of 16.28 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, N 89°22'00" W, a distance of 286.10 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 00°38'00" W, a distance of 209.45 feet to a set 1/2 inch iron rod, a deflection left;

**THENCE**, S 87°53'54" E, a distance of 60.55 feet to a set 1/2 inch iron rod, a deflection right;

**THENCE**, S 02°06'06" W, a distance of 12.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;


**THENCE**, N 87°53'54" W, along the common property line with Lot 2, Block 1, in said Lafon Subdivision Phase I, a distance of 72.25 feet to set 1/2 inch iron rod, the southwest corner of the herein described tract;

**THENCE**, N 00°38'00" E, a distance of 233.15 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

**THENCE**, S 89°22'00" E, a distance of 309.36 feet to return to and close at the **POINT of BEGINNING**, containing 7,288 square feet of land.

**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" is true and was prepared from available office records and on the ground survey of the property made under my supervision.

  
R.P.L.S. No. 5862-Texas

07-17-17  
Current Date





## RESOLUTION 2019-R-55

ACCEPTING THE CONVEYANCE OF A 7,288 SQ.FT., TRACT OF LAND, IN THE VICINITY BETWEEN THE AREA KNOWN AS SACRED HEART CHILDREN'S HOME AND TACO PALENQUE ON ZAPATA HIGHWAY, MORE OR LESS, BEING OUT OF PORCION 35, JOSE M. DIAZ, ORIGINAL GRANTEE, ABSTRACT 546, WEBB COUNTY, TEXAS AND BEING OUT OF LOT 1, BLOCK 1, LAFON SUBDIVISION PHASE I, AS RECORDED IN VOLUME 27, PAGE 43, WEBB COUNTY PLAT RECORDS TO SERVE AS A UTILITY AND ACCESS EASEMENT FOR THE PURPOSE OF EXCAVATING, CONSTRUCTING, INSPECTING, REPAIRING, REPLACING, LOCATING, RELOCATING, AND MAINTAINING UNDERGROUND UTILITY LINES AND ANY APPURTENANT OR NECESSARY FACILITIES, IN OVER, UPON, ACROSS, AND THROUGH SAID 7,288 SQ. FT. TRACT OF LAND SAID EASEMENT IS FURTHER DESCRIBED BY BOUNDARY SURVEY AND METES AND BOUNDS IN ATTACHED EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, The City of Laredo has requested that Runner's Gym LLC., grant them an easement to install utility line improvements; and

**WHEREAS**, the installation of said utility lines will serve to improve public services; and

**WHEREAS**, Runner's Gym LLC., has agreed to convey a 7,288 sq.ft. tract of land for utility and access easement purposes; and

**WHEREAS**, it is in the best interest of the City of Laredo to accept the conveyance of the above-referenced easement, as described in attached Exhibit A.

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

- A. To accept the conveyance of a 7,288 sq.ft. tract of land more or less, out of Porcion 35, Jose M. Diaz, Original Grantee, Abstract 546, Webb County, Texas and being out of Lot 1, Block 1, Lafon Subdivision Phase I, as recorded in Volume 27, Page 43 of the Webb County Plat Records, for the purpose of serving as a Utility and Access easement.

B. Said easement tract is needed for the installation and maintenance of utility lines to better serve the public.

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

**THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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PETE I. SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE  
CITY ATTORNEY

By: \_\_\_\_\_  
XAVIER CHARLES  
ASSISTANT CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** VICTOR J. LINARES, P.E. BUIDLING DIRECTOR

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**SUBJECT**

**2019-R-62** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Jose Lopez-Emvi Investments LLC for a proposed project located at 3314 Clark Blvd, lot 2; block 2; Eastwood IV Subdivision that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$428,478.50, estimated annual tax abatement total of \$2,716.57 and estimated total fee waivers of \$6,559.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

**PREVIOUS COUNCIL ACTION**

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

**BACKGROUND**

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

JOSE LOPEZ-EMVI INVESTMENTS LLC has proposed a new project located at 3314 CLARK BLVD. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$428,478.50. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria.

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

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this resolution.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

The project has an estimated capital investment total of \$428,478.50, estimated annual tax abatement total of \$2,716.57 and estimated total fee waivers of \$6,559.00.

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**Attachments**

resolution

supporting document

application

deed

cost estimate

construction plans

construction plans

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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  05/20/2019</p>	<p><b>SUBJECT: RESOLUTION NO. 2019-R-062</b></p> <p><b>AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JOSE LOPEZ-EMVI INVESTMENTS LLC FOR A PROPOSED PROJECT LOCATED AT 3314 CLARK BLVD, LOT 2; BLOCK 2; EASTWOOD IV SUBDIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$428,478.50, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$2,716.57 AND ESTIMATED TOTAL FEE WAIVERS OF \$6,559.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.</b></p>
<p><b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager</p>	<p><b>STAFF SOURCE:</b> Victor J. Linares, P.E. Acting Director Building Development Services Department</p>
<p><b>PREVIOUS COUNCIL ACTION:</b> Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.</p>	
<p><b>BACKGROUND:</b> The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.</p> <p>JOSE LOPEZ-EMVI INVESTMENTS LLC has proposed a new project located at 3314 CLARK BLVD. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$428,478.50. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria.</p> <p>The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.</p>	
<p><b>FINANCIAL IMPACT:</b> Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: \$6,559.00 and estimated TEN (10) year total tax abatement is anticipated to be \$ 27,165.70</p>	
<p><b>COMMITTEE RECOMMENDATION:</b>  N/A</p>	<p><b>STAFF RECOMMENDATION:</b>  Staff <u>recommends</u> that City Council approve this resolution.</p>

**RESOLUTION NO. 2019-R-062**

**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JOSE LOPEZ-EMVI INVESTMENTS LLC FOR A PROPOSED PROJECT LOCATED AT 3314 CLARK BLVD, LOT 2; BLOCK 2; EASTWOOD IV SUBDIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$428,478.50, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$2,716.57 AND ESTIMATED TOTAL FEE WAIVERS OF \$6,559.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

**WHEREAS**, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

**WHEREAS**, JOSE LOPEZ-EMVI INVESTMENTS LLC is proposing a project located at 3314 CLARK BLVD, LOT 2; BLOCK 2; EASTWOOD IV SUBDIVISION, located within the NEZ District 3, that meets the required criteria;

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

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

The project located at 3314 CLARK BLVD is hereby approved for fee waivers which will approximately total \$6,559.00 and tax abatement which will approximately total \$2,716.57 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this \_\_\_\_ day of \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

PETE SAENZ, JR

MAYOR

ATTEST:

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JOSE A. VALDEZ, JR  
CITY SECRETARY

APPROVED AS TO FORM:

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BY: KRISTINA LAUREL HALE  
CITY ATTORNEY

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

This Agreement is made and entered into by and between JOSE LOPEZ-EMVI INVESTMENTS LLC, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

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

**WHEREAS**, JOSE LOPEZ-EMVI INVESTMENTS LLC is the owner of the land located within said Neighborhood Empowerment Zone and described as 3314 CLARK BLVD, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

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

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and JOSE LOPEZ-EMVI INVESTMENTS LLC have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of TEN (10) years becoming effective on January 1<sup>st</sup> of the year following the year in which a Certificate of Occupancy is issued.

**II. OWNER COVENANTS**

**A. Project**

JOSE LOPEZ-EMVI INVESTMENTS LLC shall cause to be NEW CONSTRUCTION a new project located at 3314 CLARK BLVD, LOT 2; BLOCK 2; EASTWOOD IV SUBDIVISION, that consists of a NEW CONSTRUCTION with an estimated value of at least \$428,478.50. JOSE LOPEZ-EMVI INVESTMENTS LLC agrees to limit the use of the property described herein for said COMMERCIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

**B. Completion Date**

JOSE LOPEZ-EMVI INVESTMENTS LLC certifies that the COMMERCIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond JOSE LOPEZ-EMVI INVESTMENTS LLC’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force



majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

### **C. Use of Property**

JOSE LOPEZ-EMVI INVESTMENTS LLC covenants that the project shall be NEW CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a COMMERCIAL development.

### **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the City hereby grants to JOSE LOPEZ-EMVI INVESTMENTS LLC a real property tax abatement of City of Laredo imposed taxes on the Property for a period of TEN (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$27,165.70. The total certified Base Value for year 2017 as determined by the Webb County Appraisal District is \$284,860.00

### **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$6,559.00.

### **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

#### **A. Inspection of Property**

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

#### **B. Certification**

JOSE LOPEZ-EMVI INVESTMENTS LLC shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. JOSE LOPEZ-EMVI INVESTMENTS LLC shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

### **VI. DEFAULT AND RECAPTURE**

JOSE LOPEZ-EMVI INVESTMENTS LLC shall be in default of this Agreement if JOSE LOPEZ-EMVI INVESTMENTS LLC for any reason fails to substantially comply with the development of the property, discontinues the COMMERCIAL development operations as required by the terms of this Agreement, or if any representation made by JOSE LOPEZ-EMVI INVESTMENTS LLC is false or misleading in any material aspect. Termination of this

Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to JOSE LOPEZ-EMVI INVESTMENTS LLC. If the City terminates this Agreement as a result of default by JOSE LOPEZ-EMVI INVESTMENTS LLC, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to JOSE LOPEZ-EMVI INVESTMENTS LLC, and JOSE LOPEZ-EMVI INVESTMENTS LLC hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if JOSE LOPEZ-EMVI INVESTMENTS LLC fails to timely pay the bill. Nothing in this Agreement shall preclude JOSE LOPEZ-EMVI INVESTMENTS LLC from disputing the bill.

## **VII. TERMINATION AT WILL**

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

## **VIII. VENUE AND JURISDICTION**

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

## **IX. SEVERABILITY**

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

## **X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the City and JOSE LOPEZ-EMVI INVESTMENTS LLC and their affiliated, subsidiaries, successors and assigns.

Executed this the day of \_\_\_\_\_, 2019, by City of Laredo.

BY: \_\_\_\_\_

Horacio De Leon, Acting City Manager

ATTEST:

\_\_\_\_\_

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

\_\_\_\_\_

Executed this the day of \_\_\_\_\_, 2019, by JOSE LOPEZ-EMVI INVESTMENTS  
LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Webb CAD

## Property Search > 220489 LOPEZ JESUS JAVIER for Year 2019

Tax Year:

### Property

#### Account

Property ID:	220489	Legal Description:	LOT 2 BLK 12 EASTWOODS SUBD IV
Geographic ID:	938-20012-020	Zoning:	B-3
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

#### Location

Address:	3314 CLARK BOULEVARD LAREDO, TX 78043	Mapsco:	COM19
Neighborhood:	CLARK_2 E_TO_LP / D-COM P-COM	Map ID:	
Neighborhood CD:	CD28		

#### Owner

Name:	LOPEZ JESUS JAVIER	Owner ID:	10163917
Mailing Address:	3921 RASOUL DR LAREDO, TX 78045-4503	% Ownership:	100.0000000000%

Exemptions:

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$284,860	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$284,860	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$284,860	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$284,860	

### Taxing Jurisdiction

Owner: LOPEZ JESUS JAVIER  
 % Ownership: 100.0000000000%  
 Total Value: \$284,860

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	\$284,860	\$284,860	\$1,806.01
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$284,860	\$284,860	\$0.00
G3	WEBB COUNTY	0.412000	\$284,860	\$284,860	\$1,173.63

J2	LAREDO COLLEGE	0.327103	\$284,860	\$284,860	\$931.78
S7	UNITED ISD	1.251723	\$284,860	\$284,860	\$3,565.65
Total Tax Rate:		2.624826			
				Taxes w/Current Exemptions:	\$7,477.07
				Taxes w/o Exemptions:	\$7,477.08

## Improvement / Building

No improvements exist for this property.

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSA8	CLARK/PARK	0.7631	33239.00	0.00	0.00	\$284,860	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$0	\$284,860	0	284,860	\$0	\$284,860
2018	\$0	\$234,670	0	234,670	\$0	\$234,670
2017	\$0	\$234,670	0	234,670	\$0	\$234,670
2016	\$0	\$171,850	0	171,850	\$0	\$171,850
2015	\$0	\$171,850	0	171,850	\$0	\$171,850
2014	\$0	\$157,060	0	157,060	\$0	\$157,060
2013	\$0	\$157,060	0	157,060	\$0	\$157,060
2012	\$0	\$157,060	0	157,060	\$0	\$157,060
2011	\$0	\$149,580	0	149,580	\$0	\$149,580
2010	\$0	\$149,580	0	149,580	\$0	\$149,580

## Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/21/2018	WDVL	WARRANTY DEED/VENDER LIEN	BENNETT ROSALINDA	LOPEZ JESUS JAVIER	4437	488	1332423
2	3/8/2006	WDVL	WARRANTY DEED/VENDER LIEN	PAUL YOUNG PROPERTIES LTD	BENNETT ROSALINDA	2049	450	913764
3	4/22/2004	SWD	SPECIAL WARRANTY DEED	YOUNG PAUL H JR	PAUL YOUNG PROPERTIES LTD	1619	208	840124

## Tax Due

Property Tax Information as of 04/26/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

CITY OF LAREDO  
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

#19-5007



PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- A completed application form
- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- A detailed line item budget showing the cost breakdown for the project

#327

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant: Jesus Lopez / EMVI Investments LLC
2. Contact Person: Jesus Lopez
3. Address: 3921 Rasoul Dr Laredo TX 78045  
Street City State Zip
4. Phone Number: 956 235 2405
5. Fax No.: 956 244 0203
6. E-Mail: Jesse\_lopez2@hotmail.com
7. Agent (if any): \_\_\_\_\_

8. Address: \_\_\_\_\_  
                                     Street                                    City                                    State                                    Zip
9. Phone No.: \_\_\_\_\_
10. Fax No.: \_\_\_\_\_
11. E-Mail: \_\_\_\_\_

**PROJECT ELIGIBILITY**

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

**Table 1 Property Ownership**

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.
3314 Clark Blvd	78543	Eastwoods IV	2	12

2. For each property listed in Table 1, please check the boxes below to indicate if:

- There are taxes past due or:
- There are City liens; or
- You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

**Table 2 Property Taxes and Liens**

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform with City of Laredo zoning?  Yes  No

If no, what steps are being taken to ensure compliance?

4. <b>Project Type:</b>	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
-------------------------	--	---------------------------------------	--	-------------------------------------	---	------------------------------------

- Owner Occupied
- Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: Car Wash Self-Serve & Automatic Bay

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: Car Wash

7. Is this new construction or rehabilitation project?  New Construction  Rehabilitation

8. How much is the total development cost of your project? \$428,476.50

9. Will the eligible rehabilitation work equal to at least 20% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?  Yes  No

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 20% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. How much is the total square footage of your project? 7223 sq. ft.

11. For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.

**Table 3** Number of Residential Units

Number of Unites	Percentage

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities
<u>7223</u>		



13. What is your Capital Investment\*\*\*for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).

**Table 4 Itemized Budget of the Project**

Item	Amount	Notes
Construction	\$ 428,476.50	total building cost + soft cost
<b>TOTAL</b>		

\*\*\*Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

**Table 5 Percentages of uses in a Mixed Use Project**

Type	Square Footage	Percentage
<b>TOTAL</b>		

**III. INCENTIVES - What incentives are you applying for?**

**Municipal Property Tax Abatements**

- 5 years
- Residential Owner Occupied
- More than 5 years
- Residential Rental Property
- Apartments
- Commercial

**Development Fee Waivers**

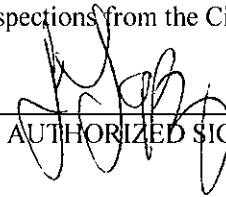
- All building permit related fees
  - Building, Plumbing, Electrical, and Mechanical Permit Fees
  - Plans Review Fee
  - Fire Inspection
- Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- Zoning application fee
- Floodplain Fees
- Demolition Fees
- Right of Way (curb, street cut) Fees
- Sprinkler System fees
- Waste Permit fees (meter)

**IV. ACKNOWLEDGMENTS**

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Jesus Lopez  
 PRINTED OR TYPED NAME

  
 AUTHORIZED SIGNATURE

4/23/19  
 DATE

**Please mail or fax your application to:  
 Building Development Services Department**

1120 San Bernardo, Laredo, Texas 78040  
 P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at [www.cityoflaredo.com/building](http://www.cityoflaredo.com/building)

**For Office Use Only**

Application No. \_\_\_\_\_ In which NEZ? \_\_\_\_\_ Council District \_\_\_\_\_

Application Completed Date: \_\_\_\_\_ Conform with Zoning?  Yes  No

Type:  Single Family  Multi-Family  Commercial  Industrial  
 Community Facilities  Mixed Use

Construction Completion Date:  before NEZ  after NEZ

Ownership/Site Control  Yes  No

WEBBCAD Account No. \_\_\_\_\_ Consistent with the NEZ plan?  Yes  No

Minimum Capital Investment?  Yes  No

Rehabilitation at or higher than 20%?  Yes  No Meet Mixed-Use Definition  Yes  No

Tax current on this property?  Yes  No City liens on this property?  Yes  No

Tax Current on other properties  Yes  No City liens other properties?  Yes  No

**This Property**

**Other Properties**

Weed Liens	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Board-up/open structure liens	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Demolition liens	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Paving liens	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Order of Demolition	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Certified?  Yes  No

Date certification issued? \_\_\_\_\_

If not certified, reason \_\_\_\_\_

Referred to: \_\_\_\_\_

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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.**

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS                   §  
  § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WEBB                     §

THAT THE UNDERSIGNED ROSALINDA BENNETT, as her sole and separate property hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of TWO HUNDRED THIRTY THOUSAND AND NO/100THS (\$230,000.00) DOLLARS, payable to the order of INTERNATIONAL BANK OF COMMERCE, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to DENNIS NIXON, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto JESUS JAVIER LOPEZ, herein referred to as the "Grantee," whether one or more, all of the following described real property in Webb County, Texas, to-wit:

Situated in Webb County, Texas, and being the SURFACE ESTATE ONLY in and to Lot Number TWO (2), in Block Number TWELVE (12), EASTWOODS SUBDIVISION, PHASE IV, situated in the City of Laredo, according to plat thereof recorded in Volume 18, Page 48, Plat Records of Webb County, Texas.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, but only to the extent that they are still in effect, relating to the hereinabove described property; specifically this conveyance is made subject to the following:

1. Declaration of Covenants, Conditions and Restrictions recorded in Volume 221, pages 94-102, Webb County Official Public Records and in Volume 687, pages 854-855, Webb County Official Public Records and Plat Restrictions recorded in Volume 18, page 48, Webb County Plat Records.
2. Easement and Right-of-Way dated June 5, 1952, executed by Sue B. O'Hern and James Michael O'Hern to Central Power and Light Company, recorded in Volume 226, pages 212-213, Webb County Deed Records.
3. An undivided 1/3rd. of all oil, gas and other minerals reserved in Deed dated May 25, 1976, executed by Pamela Y. Schockley to Paul H. Young, Jr., and Patricia Y. Zuniga and husband, Oscar J. Zuniga, recorded in Volume 513, pages 27-34, Webb County Deed Records.
4. All oil, gas and other minerals will be excepted from Title Policy, as reserved by Grantor in Deed dated May 5, 1994, executed by Paul H. Young, Jr., et al to Big O Development, L.C., a Texas Limited Liability Company, recorded in Volume 210, pages 790-792, Webb

County Official Public Records and in Correction Warranty Deed recorded in Volume 526, pages 302-305, Webb County Official Public Records.

5. Subject to a negative easement denying all oil, gas and mineral operations on the property without the consent of the surface owner, as set forth in Warranty Deed dated May 5, 1994, executed by Paul H. Young, Jr., Oscar J. Zuniga and Patricia Y. Zuniga to Big O Development, L.C., a Texas Limited Liability Company, recorded in Volume 210, pages 790-792, Webb County Official Public Records and in Correction Warranty Deed recorded in Volume 526, pages 302-305, Webb County Official Public Records.
6. Airport Zoning Regulations adopted by Joint Airport Zoning Board of the City of Laredo and County of Webb on April 7, 1980, recorded in Volume 655, pages 277-281, Webb County Deed Records, and Amendment recorded in Volume 1821, pages 754-783, Webb County Official Public Records.
7. All utility easements and minimum building setback lines, as set out in Eastwoods Subdivision, Phase IV, Plat recorded in Volume 18, page 48, Webb County Plat Records.
8. Contract, Easement and Use Restriction dated April 30, 1998, executed by Big O Development, L.C., a Limited Liability Company, Owner to Central Power and Light Company, Company, recorded in Volume 650, pages 56-60, Webb County Official Public Records and First Amendment filed July 9, 1999, recorded in Volume 847, pages 448-452, Webb County Official Public Records.
9. Subject to Contract, Easement and Use Restrictions dated April 23, 1999, executed by between Central Power and Light, and Arthur Zuniga and recorded in Volume 766, pages 506-509, Webb County Official Public Records.
10. Subject to Easement and Right of Way executed by Big O Development to Central Power and Light, dated November 11, 1999 and recorded in Volume 841, Page 420-422, Webb County Official Public Records.
11. Subject to Easement and Right of Way dated November 11, 1999, executed by Bif O Development, LC to Central Power and Light Co., recorded in Volume 856, pages 762-764, Webb County Official Public Records.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. INTERNATIONAL BANK OF COMMERCE, ("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 21<sup>st</sup> day of JUNE, 2018

Rosalinda Bennett  
ROSALINDA BENNETT

Grantee's Address:

3921 Brasoul Dr  
Laredo, TX 76045

THE STATE OF TEXAS

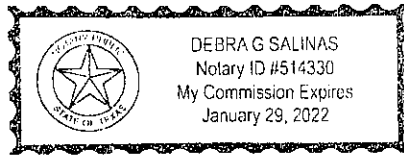
§  
§  
§

COUNTY OF WEBB

The foregoing instrument was acknowledged before me on the 21 day of June, 2018, by ROSALINDA BENNETT.

Debra G Salinas

NOTARY PUBLIC, STATE OF TEXAS



PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: \_\_\_\_\_

# Shiny Car Wash- 3314 Clark

11/17/2018

## Quantum Construction Inc.

Preliminary Cost Estimate				COST	REMARKS
<b>Soft Costs</b>					
Architectural Design	7,223	sf		\$2,500.00	
Structural Design	7,223	sf		\$2,750.00	
Civil design		allw		\$4,000.00	
MEP	7,223	sf		\$3,200.00	
Soil Testing				\$2,200.00	
Testing Engineer		allow		\$3,000.00	
Set printing		ls		\$250.00	
Permits,mobilization		ls		\$2,500.00	
staking/layout		allow		\$750.00	
Silt Fence		LF		\$1,250.00	
traffic control		allow		\$1,500.00	
<b>Total soft costs</b>				<b>\$23,900.00</b>	
Site Work Complete	25000	sf	2	\$50,000.00	
Building Area Complete	7223	sf	30	\$216,690.00	
Parking/SW Concrete	18000	sf	4	\$72,000.00	
Equipment Cost					
Signage	1		\$ 5,000.00	\$5,000.00	
Landscaping/Irrigation	1		\$ 5,000.00	\$5,000.00	
<b>Total Building Cost</b>				<b>\$348,690.00</b>	
<b>TOTAL PROJECT COST with soft costs</b>				<b>\$372,590.00</b>	
contractor OH	5%			\$18,629.50	
Profit	10%			\$37,259.00	
				<b>\$428,478.50</b>	

USA  
TX

Texas

DRIVER LICENSE

DL 20983906

Class C

08/28/2014

Exp 09/30/2020

DOB 09/30/1981

LOPEZ  
JESUS JAVIER

3324 RASOUL DR  
LAREDO TX 78045



*[Signature]*

12 Restrictions NONE  
16 Hgt 5-07  
18 Sex M  
19 Eyes GRN  
20 DD 00619480086228878045

None

# CAR WASH BUILDING

3314 CLARK BLVD.  
LAREDO, TEXAS 78045

# SHINY CAR WASH LLC.

REVIEW SET

T1- TITLE PAGE  
A1- SITE PLAN  
A2- WASH BAY PLAN  
A3- DETAIL BAY PLAN  
A4- ELEVATIONS  
A5- CROSS SECTION  
A6- WALL SECTIONS  
A7- ROOF/RCP PLANS  
A8- SCHEDULES

E1.1- TITLE PAGE  
E2.1- TITLE PAGE  
E3.1- TITLE PAGE  
P1.1- TITLE PAGE  
P2.1- TITLE PAGE  
P3.1- TITLE PAGE

C1- TITLE PAGE  
C1.1  
C2.1- TITLE PAGE  
C3.1- TITLE PAGE  
C3.2- TITLE PAGE  
C4.1- TITLE PAGE  
C4.2  
C5.0- TITLE PAGE  
C5.1- TITLE PAGE  
C6.0- TITLE PAGE



NON - SPRINKLED BUILDING  
IBC 2012  
ENERGY CODE 2015  
INTERNATIONAL FIRE CODE 2012

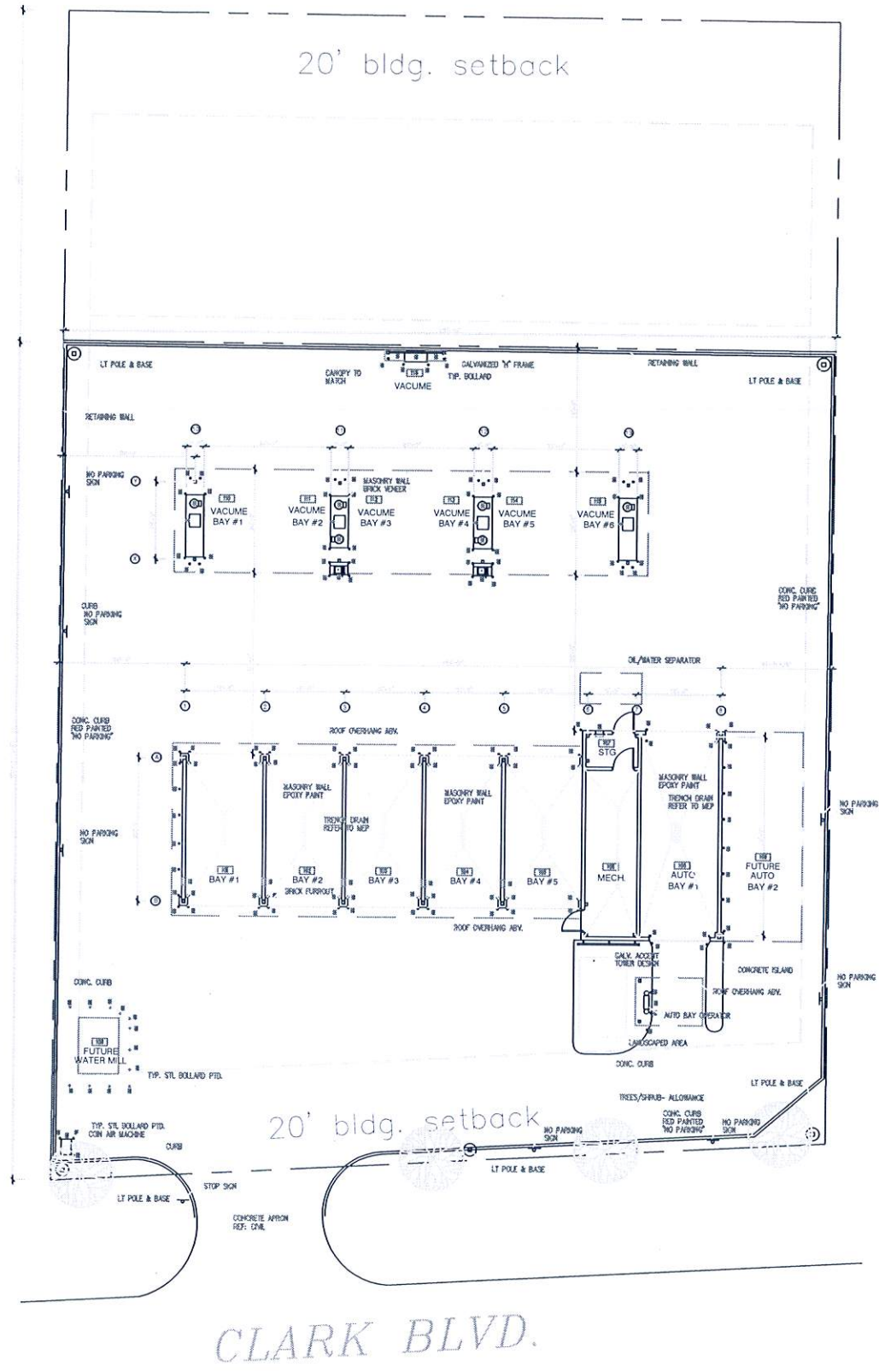


6420 POLARIS STE. #100  
LAREDO, TEXAS 78041  
956-763-2128

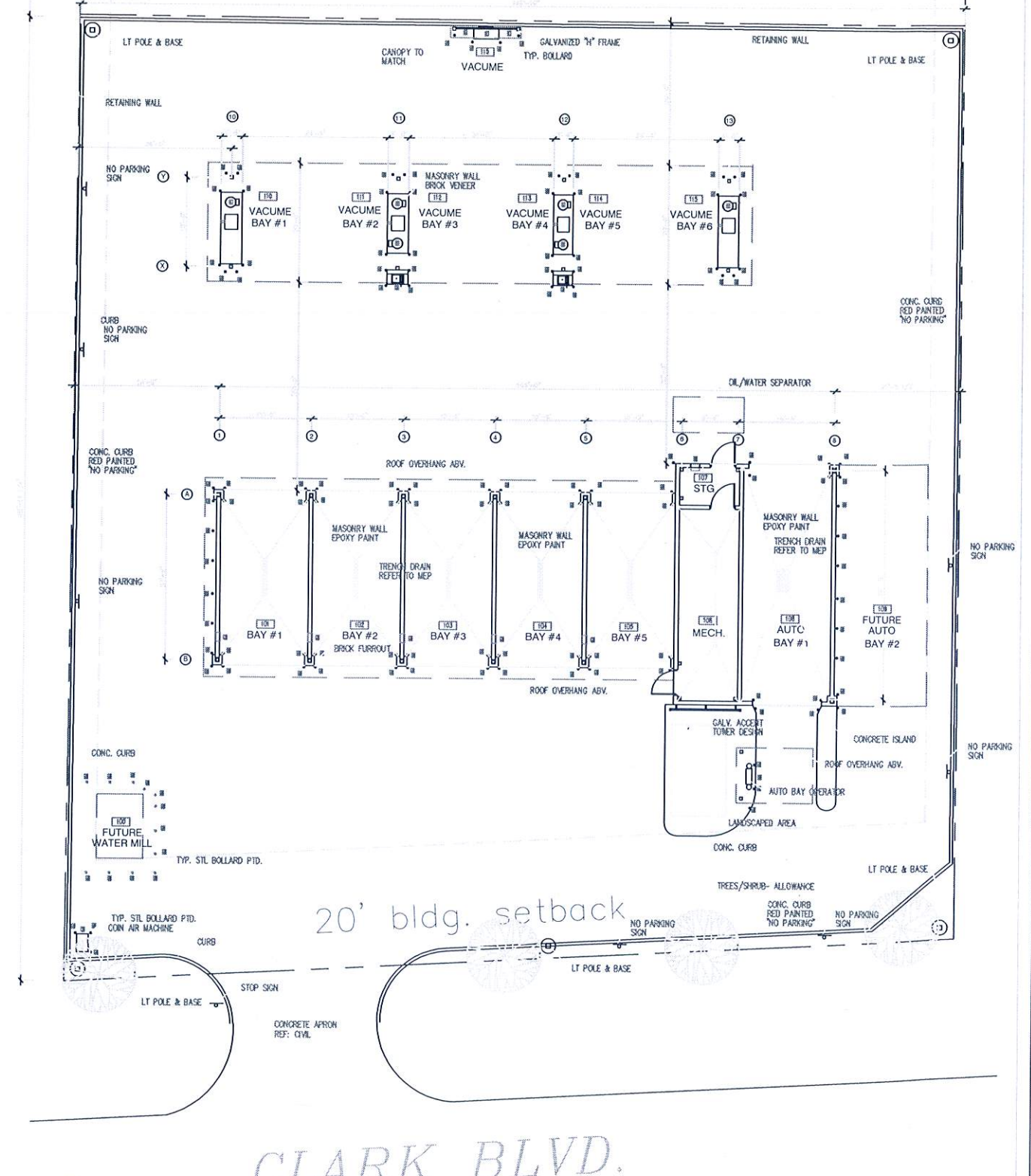
PROJECT #18016  
4/15/19  
CONSTRUCTION DOCUMENTS

T1





1 OVERALL SITE PLAN  
1/4" = 1'-0"



1 SITE PLAN - CAR WASH  
1/4" = 1'-0"



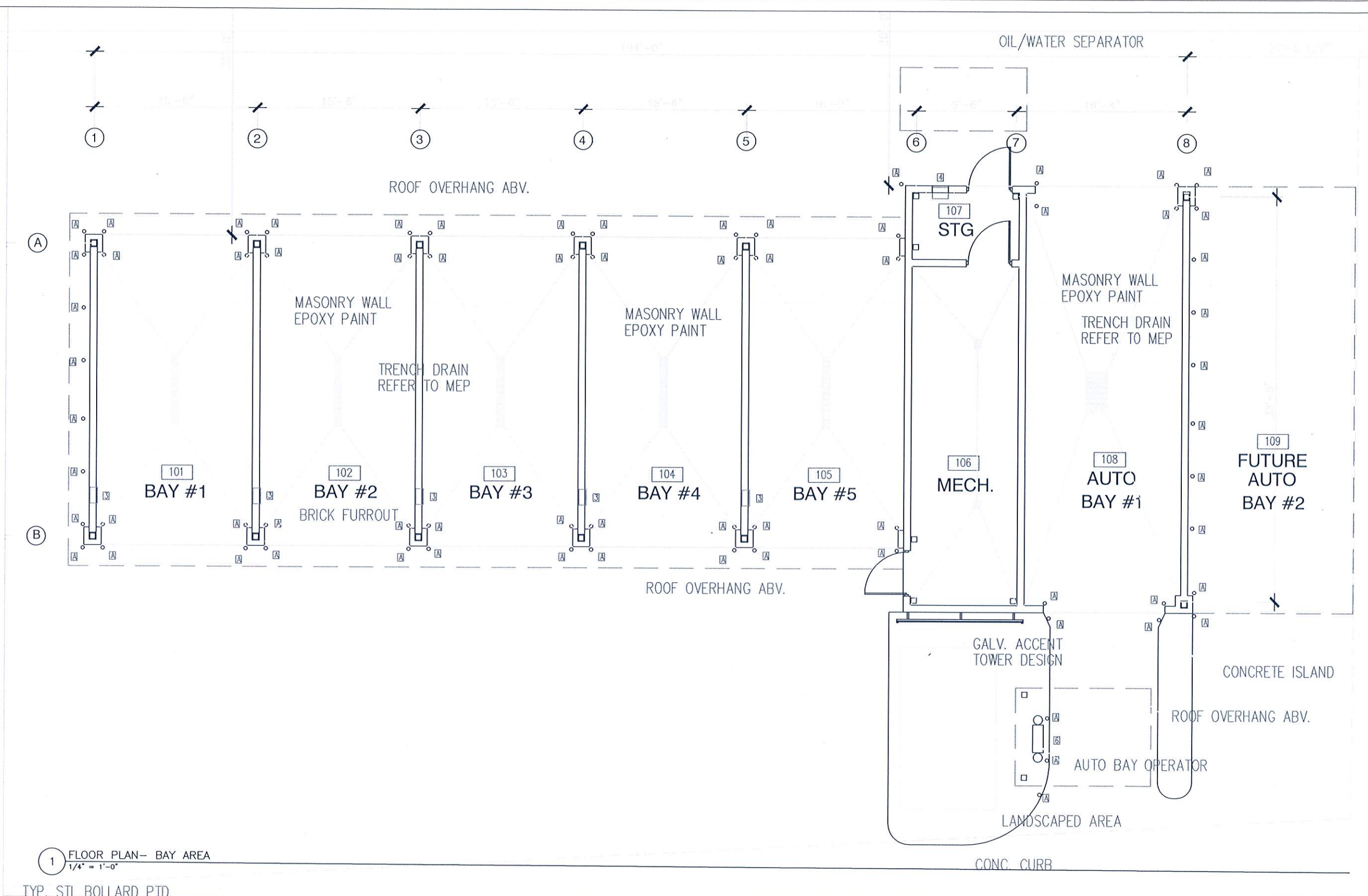
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LAREDO, TEXAS 78041  
956-763-2128

# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016  
11/13/18  
CONSTRUCTION DOCUMENTS

A1



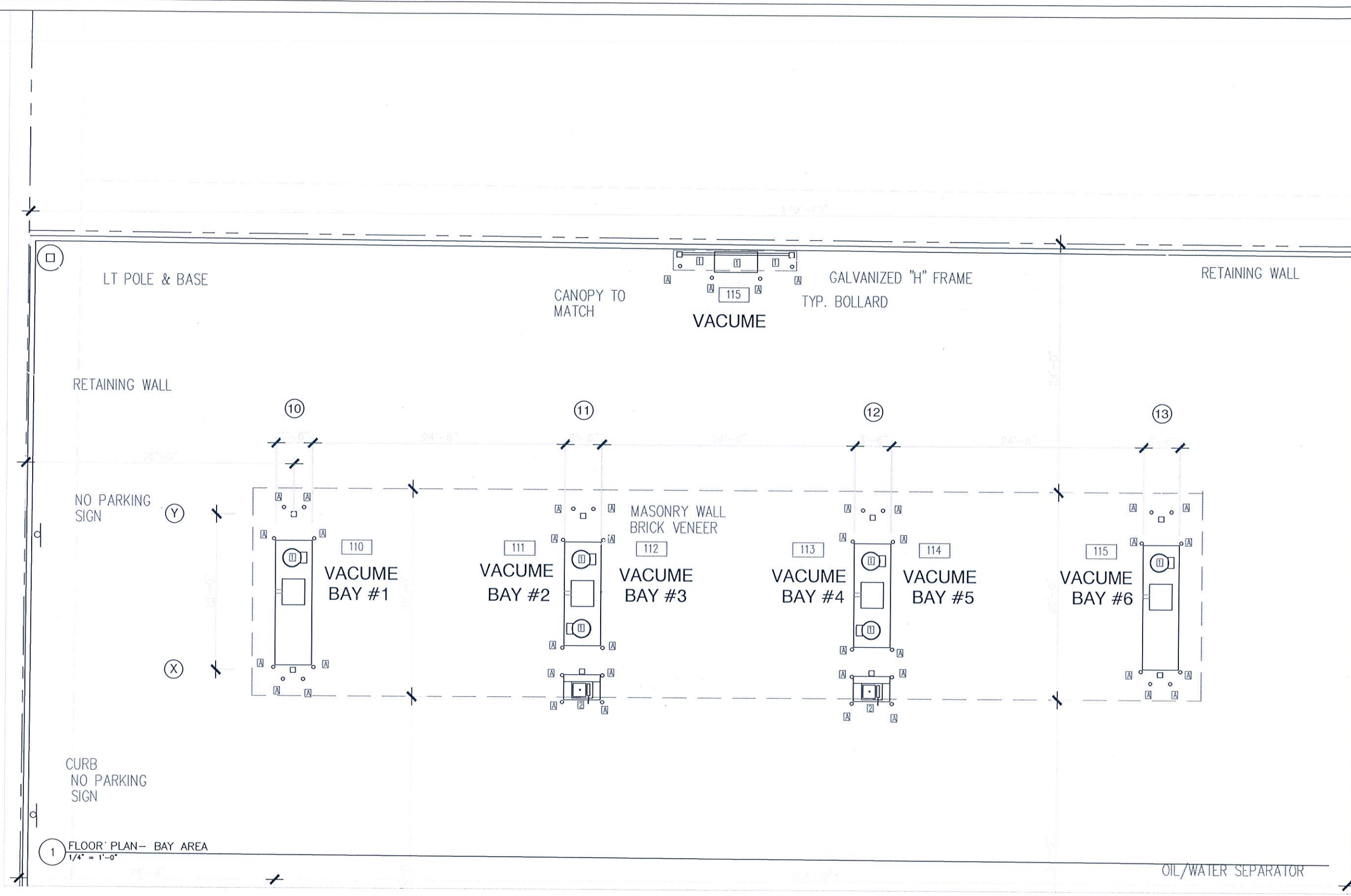
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LAREDO, TEXAS 78041  
956-763-2128

# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS

A2



1 FLOOR PLAN - BAY AREA  
1/4" = 1'-0"



6420 POLARIS STE. #100  
LAREDO, TEXAS 78041  
956-763-2128

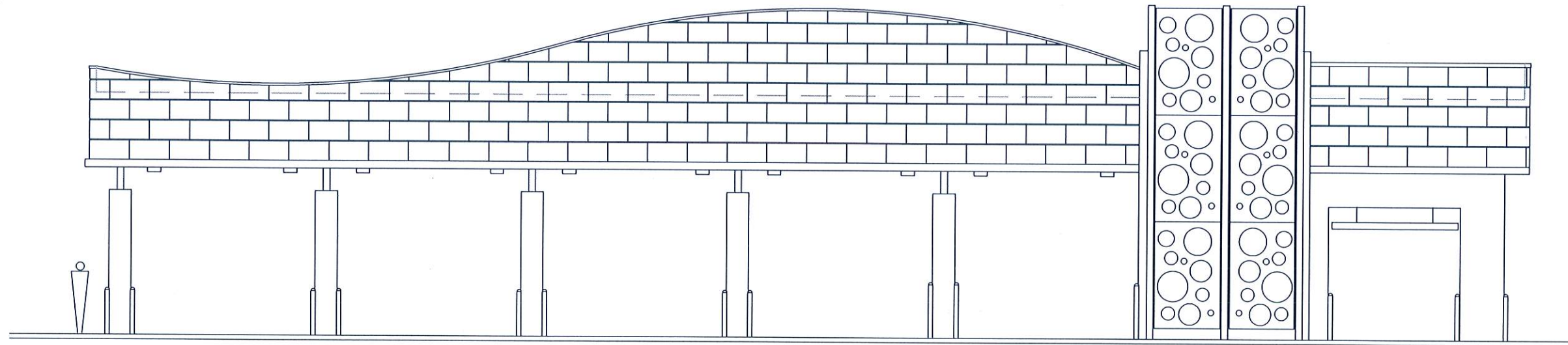
# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS

A2.1

1 ELEVATION SCHEME A  
1/4" = 1'-0"



1 ELEVATION SCHEME B  
1/4" = 1'-0"



6420 POLARIS STE. #100  
LAREDO, TEXAS 78041  
956-763-2128

# SHINY CAR WASH

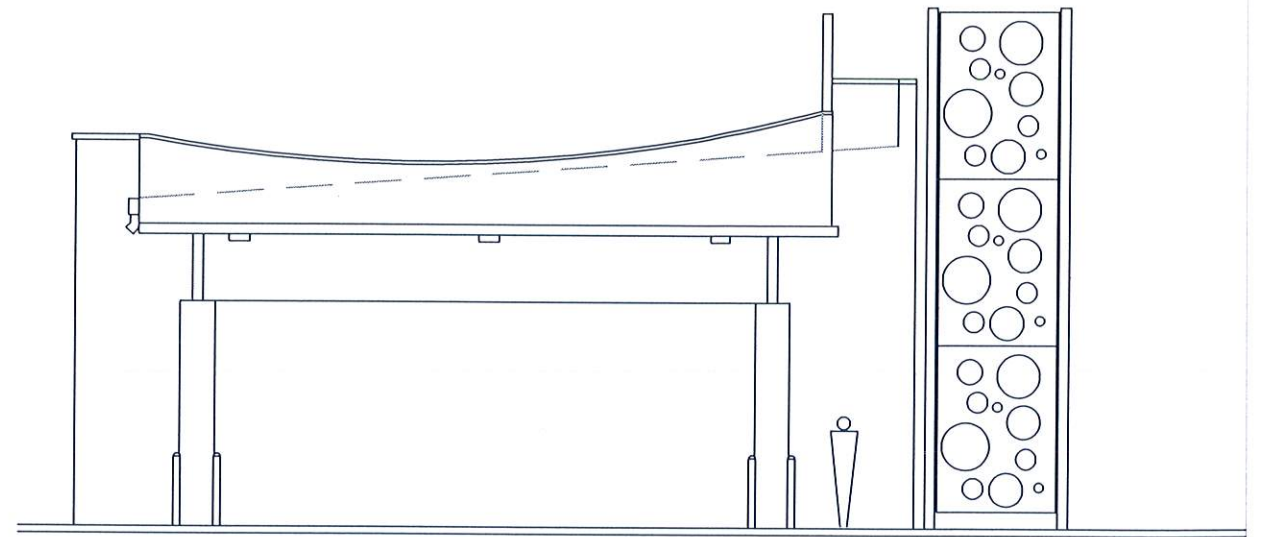
3314 CLARK BLVD.

PROJECT #18016

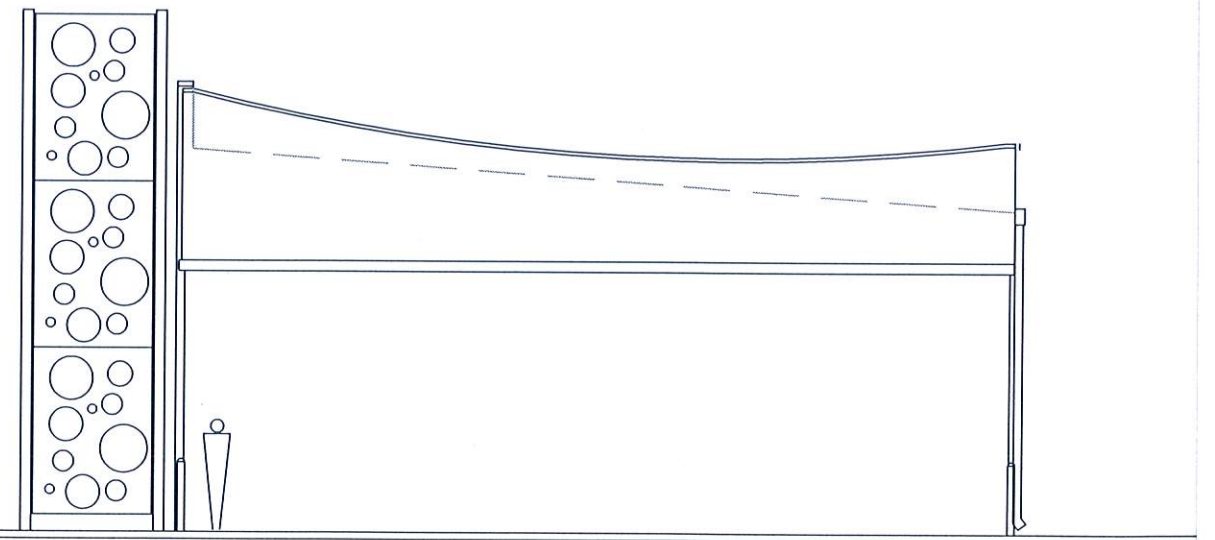
11/13/18

CONSTRUCTION DOCUMENTS

A3



1 ELEVATION SIDE  
1/4" = 1'-0"



1 ELEVATION SIDE  
1/4" = 1'-0"



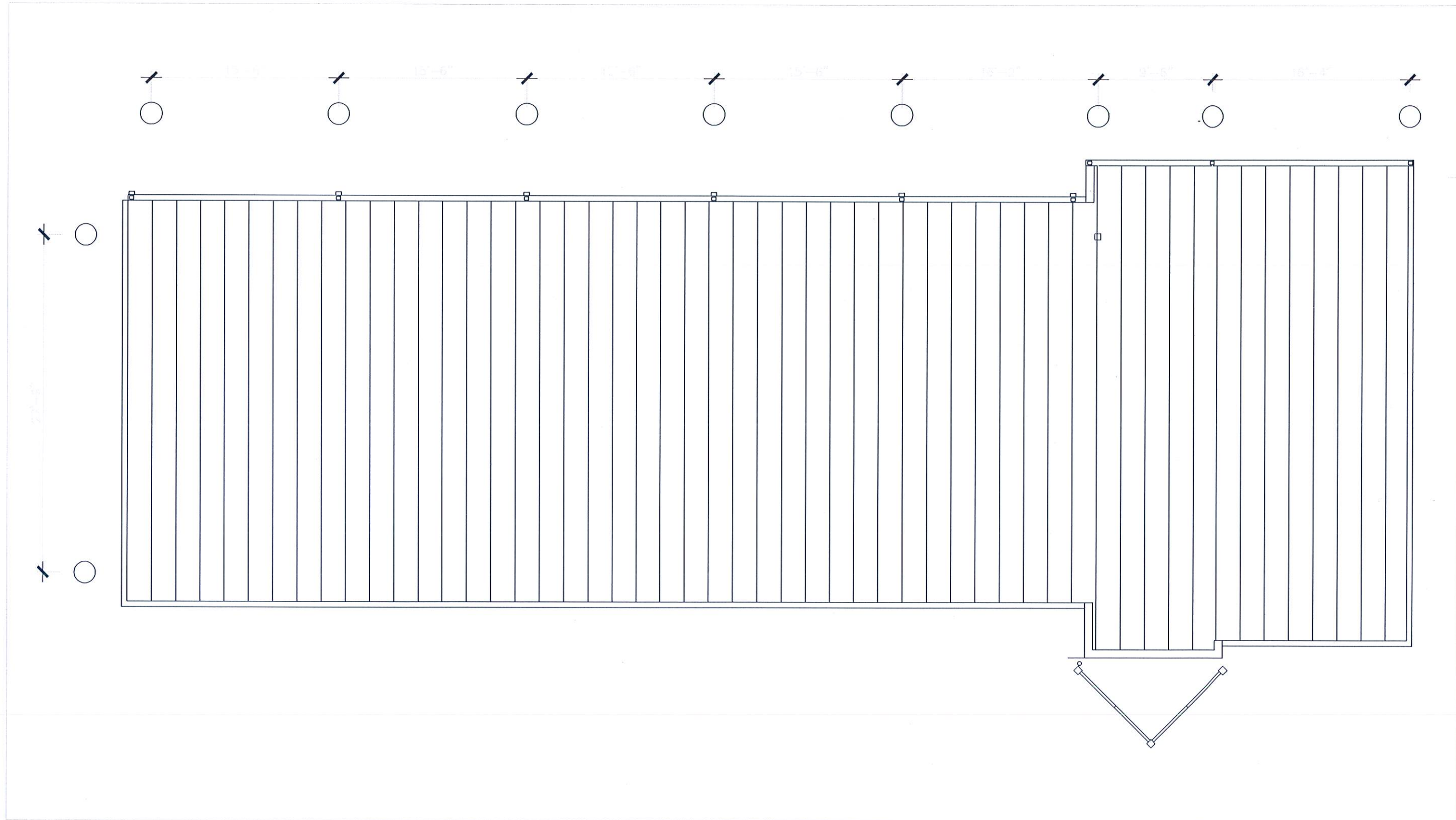
6420 POLARIS STE. #100  
LAREDO, TEXAS 78041  
956-763-2128

# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016  
11/13/18  
CONSTRUCTION DOCUMENTS

A4



1 ROOF PLAN- BAY AREA  
 1/4" = 1'-0"



6420 POLARIS STE. #100  
 LAREDO, TEXAS 78041  
 956-763-2128

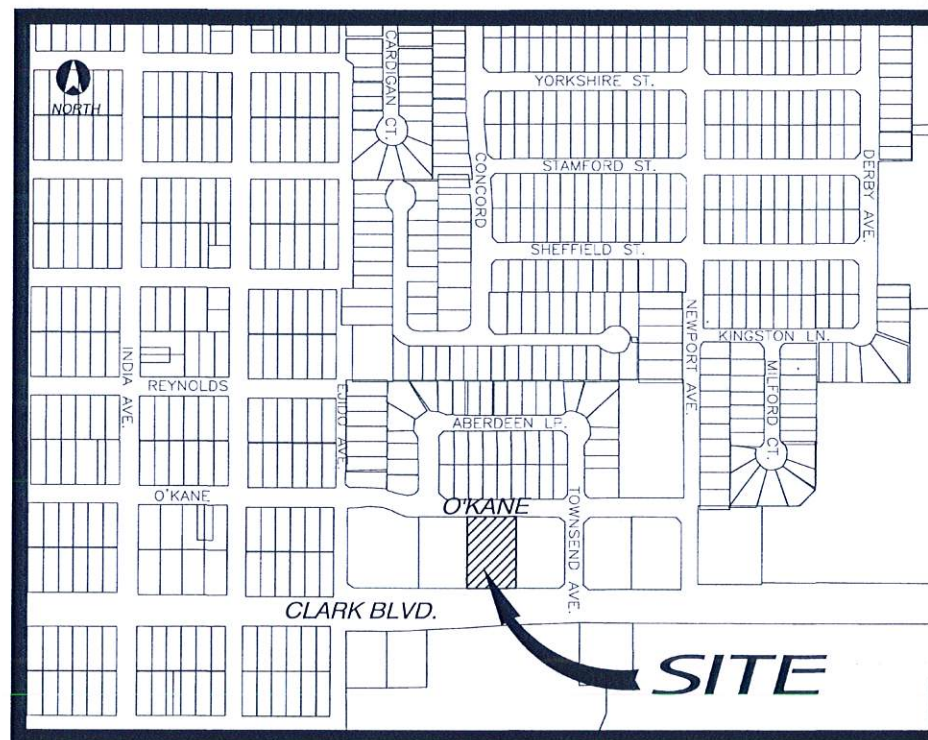
# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS

A5

# CIVIL IMPROVEMENTS AND CONSTRUCTION PLANS FOR *CLARK CAR WASH* CITY OF LAREDO, TEXAS



## INDEX

- C.1.- TITLE SHEET
- C1.1.- OVERALL SITE PLAN
- C2.1.- BUILDING CONTROL PLAN
- C3.1.- FINISH GRADE PLAN
- C3.2.- STANDARD PAVING DETAILS
- C4.1.- WATER AND SANITARY SEWER SYSTEM PLAN
- C4.2.- WATER AND SANITARY SEWER SYSTEM DETAILS
- C5.1.-STORMWATER POLLUTION PREVENTION PLAN & DETAILS
- C6.1.-TRAFFIC CONTROL PLAN AND DETAILS

JANUARY 2019



**TEC ENGINEERS &  
CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 EMAIL: TECENG@SBCGLOBAL.NET



The seal appearing on  
this document/plan was  
authorized and approved by  
Rodolfo A. Torres P.E.  
Texas No. 84900, on  
Date: 01/22/19  
*[Signature]*  
Sign

SHEET **C.1**

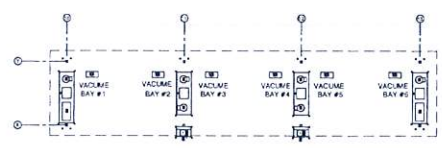
**O'KANE STREET**

(50.00' R.O.W. - 31' B/B)  
S 89°35'22" E ~ 150.02'  
(EAST ~ 150.00')

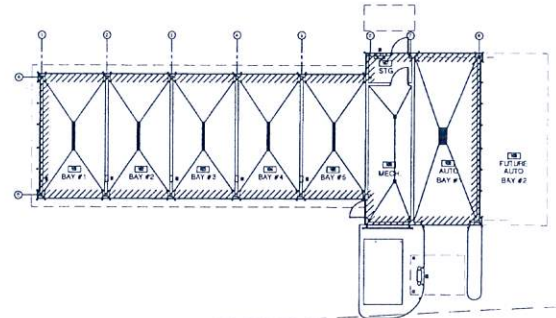


N 00°26'31" E ~ 226.36'  
(NORTH ~ 226.27')

LOT 3



CONCRETE AREA



20' BLDG. SETBACK

EXISTING BUILDING  
"O'REILLY AUTO PARTS"

S 00°25'21" W ~ 217.10'  
(SOUTH ~ 217.10')

LOT 1

20' BLDG. SETBACK

S 86°45'32" W 109.45'  
(S 86°25'00" W 109.19')

C1 (C1)

**CLARK BLVD.**

(120.00' R.O.W.)

**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
Oscar Roygozo, P.E.  
City of Laredo Utilities Department  
Civil Engineer II  
5816 Daugherty St.  
Laredo, Texas 78041  
Phone (956) 721-2000  
Fax (956) 721-2001

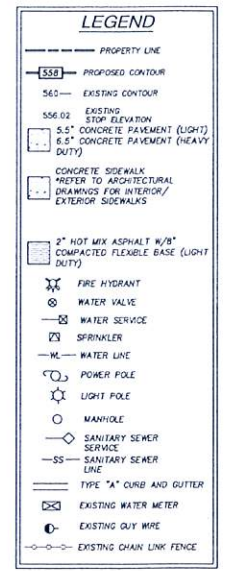
**A.E.P.**  
Mr. Martin Valdez  
1519 Calton Rd.  
Laredo, Texas 78041  
Ph: (956) 721-3125  
Fax: (956) 727-2144  
E-mail: mavaldez@aep.com

**TIME WARNER**  
Mr. Javier Esquivel  
1313 W. Calton Rd.  
Laredo, Texas 78041  
Ph: (956) 721-0612  
Fax: (956) 729-0165  
E-mail: javier.esquivel@twcable.com

**AT&T**  
Mr. Alfredo Castro  
902 San Eduardo Ave.  
Laredo, Texas 78040  
Ph: (956) 727-6748  
Fax: (956) 727-6809  
E-mail: ac5297@att.com

- GENERAL NOTES:  
CONTRACTOR IS REFERRED TO:
1. WHEN OVER EXCAVATION AND/OR SELECT FILL REPLACEMENT IS RECOMMENDED FOR USE IN SOIL SUPPORTED SLABS, SITE DRAINAGE CONSIDERATIONS OF BOTH SURFACE AND SUBSURFACE DRAINAGE MAY BE CRUCIAL TO FINAL PLACEMENT OF THE SELECT FILL AND THE FINAL PERFORMANCE OF THE SOIL SUPPORTED STRUCTURES.
  2. UPSTREAM SIDE OF CONSTRUCTION AREA MAY BE MODIFIED BY USE OF BERMS OR SWALES WHICH DIVERTS WATER AWAY FROM THE CONSTRUCTION AREA.
  3. SLOPING THE SURFACE OF THE SUBGRADE WITH A MINIMUM DOWNWARD SLOPE OF 1.00 PERCENT OUT TO THE BASE OF DEWATERING TRENCH LOCATED BEYOND THE BUILDING PERIMETER.
  4. SLOPING THE SURFACE OF THE FILL DURING CONSTRUCTION TO PROMOTE STORMWATER RUNOFF TO DEWATERING IMPROVEMENTS UNTIL FINAL LIFT IS PLACED.
  5. SLOPING OF FINAL CONSTRUCTED SURFACE (I.E. PAVEMENTS) AND ANY PERIMETER DRAINS WITH THE BUILDING LINES.
  6. LOCATING ALL WATER CARRIER PIPING, ROOF DRAINS, AND IRRIGATION PIPING AND SPRAY HEADS OUTSIDE OF THE SELECT FILL.
  7. PAYMENT FOR EMBANKING/EXCAVATION WILL BE MADE TO THE CONTRACTOR BASED ON THE CONTRACT UNIT PRICE PER CUBIC YARD. THE FINAL QUANTITY FOR WHICH PAYMENT WILL BE MADE, WILL BE THAT QUANTITIES SHOWN ON THE CONTRACT PLANS AND BID PROPOSAL, REGARDLESS OF ERRORS IN CALCULATIONS.
  8. CONSTRUCTION BARRICADES AND WARNING SIGNS, TOGETHER WITH FLASHERS SHALL BE PROVIDED AT ALL UNITS UNDER CONSTRUCTION OR OTHERWISE BEING HAZARDOUS TO MOTORIST. ALL OBSTACLE MARKERS SHALL BE PROPERLY FLAGGED.
  9. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS. ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZES OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
  10. APPROVAL CRITERIA FOR FLEXIBLE BASE SOURCES AND APPROVALS OF AN AREA AND/OR DEPTH OF LAYER IN SOURCE FROM WHICH THE MATERIAL IS TO BE SECURED WILL BE BASED ON PRELIMINARY TEST AND SUCH OTHER OCCASIONAL TEST AS FOUND NECESSARY BY THE GEOTECHNICAL ENGINEER.
  11. ALL RUBBISH, TEMPORARY STRUCTURES, AND BACKFILL SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR.

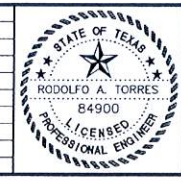
- GENERAL NOTES TO CONTRACTORS:
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  - II. 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
  - III. ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING, BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.
  - IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES, AND WATER AND SEWER INSIDE BUILDING.



SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19



**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
OVERALL SITE PLAN

DRAWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EM587
FILE NAME: F:\ENR\CLARK\CARWASH\CP1.1
SHEET
1.1 of 6.1

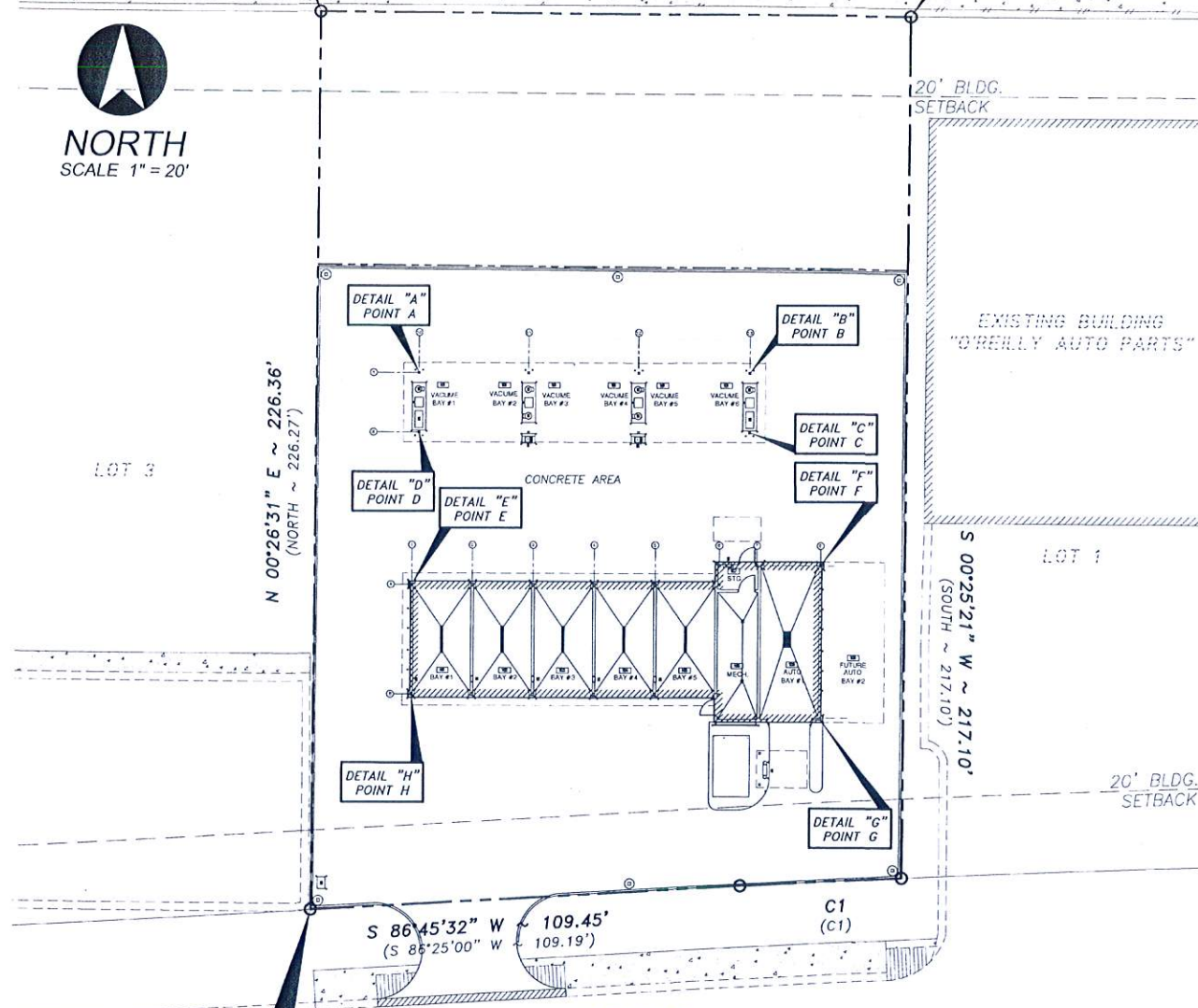


**CONTROL POINT No. 1**  
 1/2" FOUND IRON ROD  
 NORTHING: 17078131.0370  
 EASTING: 672567.1930  
 ELEV: 423.98

**CONTROL POINT No. 2**  
 1/2" FOUND IRON ROD  
 NORTHING: 17078129.9620  
 EASTING: 672717.2130  
 ELEV: 421.95



**O'KANE STREET**  
 (50.00' R.O.W. - 31' B/B)  
 S 89°35'22" E ~ 150.02'  
 (EAST ~ 150.00')



**CONTROL POINT No. 3**  
 1/2" FOUND IRON ROD  
 NORTHING: 17077904.6820  
 EASTING: 672565.4470  
 ELEV: 418.94

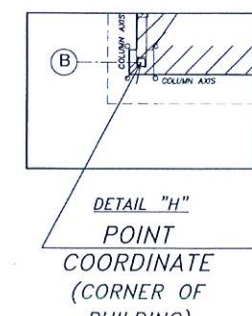
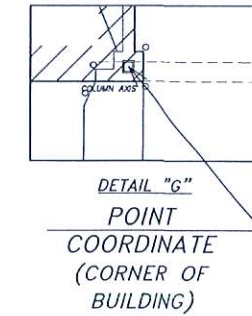
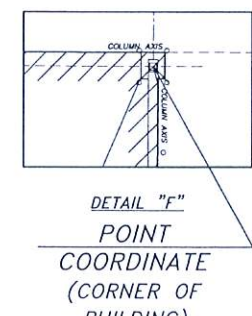
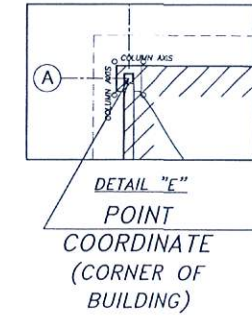
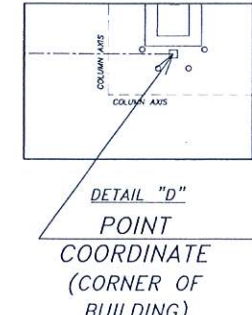
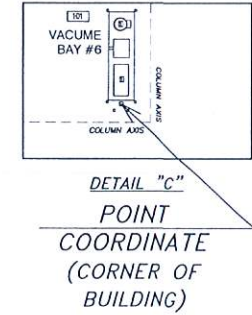
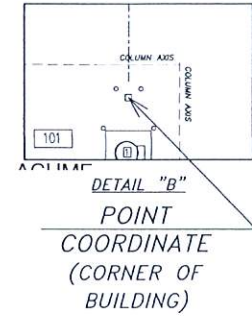
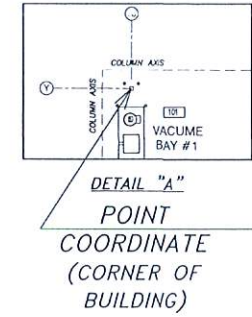
**CLARK BLVD.**  
 (120.00' R.O.W.)

**TABLE**  
**DETAIL POINTS A-E**

POINT	NORTHING	EASTING	DETAIL
A	17078040.2454	672592.5687	" A "
B	17078040.0491	672676.5684	" B "
C	17078025.0491	672676.5333	" C "
D	17078025.2455	672592.5336	" D "
E	17077986.9161	672590.7981	" E "
F	17077991.5272	672694.8092	" F "
G	17077952.8502	672694.7188	" G "
H	17077959.1766	672590.7333	" H "

**TABLE**  
**CONTROL POINTS 1-3**

POINT	NORTHING	EASTING	ELEVATION
1	17078131.0370	672567.1930	423.98
2	17078129.9620	672717.2130	421.95
3	17077904.6820	672565.4470	418.94



SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
 3314 CLARK BOULEVARD  
 LOT 2, BLOCK 12  
 EASTWOODS SUBDIVISION, PHASE IV  
 (REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

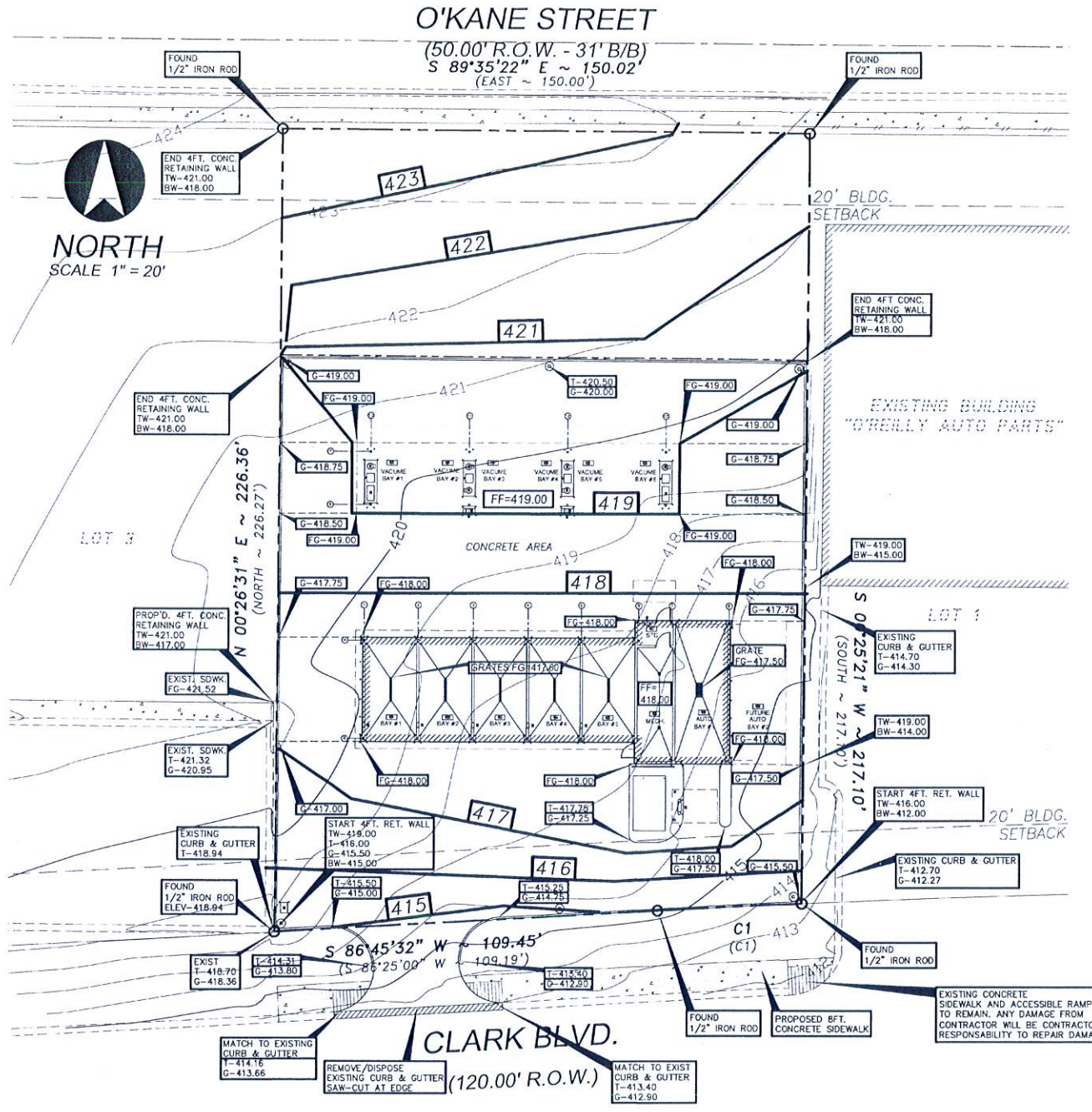
DATE:	REVISIONS / DESCRIPTIONS

The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/20/19

**TEC ENGINEERS & CONSULTANTS INC.**  
 TEXAS REGISTERED ENGINEERING FIRM F-005148  
 801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
 PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 BUILDING CONTROL PLAN

DRAWN BY: D.K.M.  
 CHECKED BY: R.A.T.  
 APPROVED BY: R.A.T.  
 DATE: JANUARY 4, 2019  
 SCALE: 1"=20'  
 JOB #: 1218NS87  
 FILE NAME: P:\ENR\CLARK CAR WASH\CP.1  
 SHEET  
**2.1** of 6.1



	RECORDED	FOUND
CURVE	C1	C1
DELTA	00°36'25"	00°36'16"
RADIUS	3879.72'	3879.72'
LENGTH	41.09'	40.93'
CHORD	41.09'	40.93'
BEARING	S86°43'12"W	S87°12'24"W

**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
 Oscar Raygoza, P.E.  
 City of Laredo Utilities Department  
 Civil Engineer II  
 5816 Daugherty St.  
 Laredo, Texas 78041  
 Phone (956) 721-2000  
 Fax (956) 721-2001

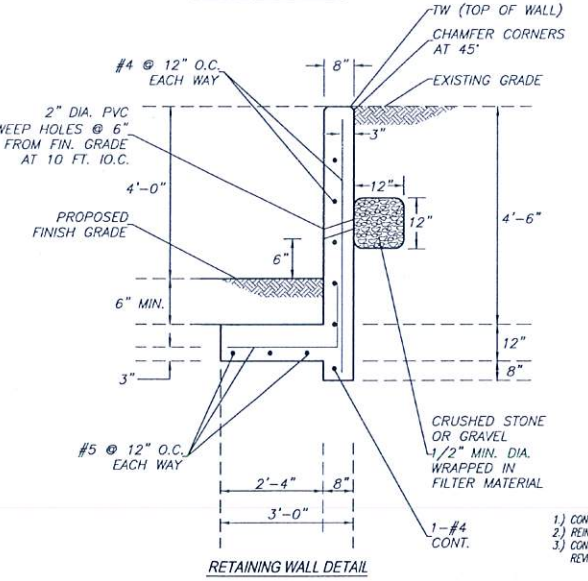
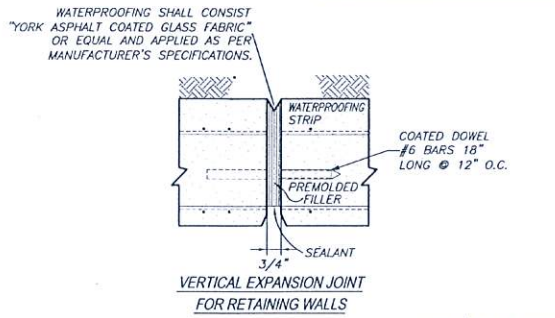
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 Ph: (956) 721-0612  
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 E-mail: javier.esquivel@twcable.com

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 Mr. Alfredo Castro  
 902 San Eduardo Ave.  
 Laredo, Texas 78040  
 Ph: (956) 727-6748  
 Fax: (956) 727-6809  
 E-mail: ac5297@att.com

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- NOTES:**
1. STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION 1982 STANDARD SPECIFICATION ITEMS 420 THROUGH 424. STRUCTURE WILL APPLY TO THIS PROJECT. SPECIAL REFERENCE TO "CRUSHED STONE FINISH" SHALL APPLY TO EXPOSED RETAINING WALLS.
  2. PLACE WEAKENED PLANE CONTRACTION WALL WITH SLOT FILLED WITH MASTIC CALKING OR WITH SUITABLE RUBBER STRIPS APPROVED BY ENGINEER. PLACE EXPANSION JOINTS ABOUT EVERY FOURTH CONTRACTION JI. (SEE DETAIL). ALL STEEL TO BE  $f_y = 60,000$  P.S.I. MIN. YIELD. ALL CONCRETE TO BE  $f_c = 4,000$  P.S.I. MIN. STRENGTH.

**LEGEND**

---	PROPERTY LINE
---	PROPOSED CONTOUR
---	EXISTING CONTOUR
---	STOP ELEVATION
---	5.5" CONCRETE PAVEMENT (LIGHT DUTY)
---	6.5" CONCRETE PAVEMENT (HEAVY DUTY)
---	CONCRETE SIDEWALK
---	REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR/ EXTERIOR SIDEWALKS
---	2" HOT MIX ASPHALT W/8" COMPACTED FLEXIBLE BASE (LIGHT DUTY)
---	FIRE HYDRANT
---	WATER VALVE
---	WATER SERVICE
---	SPRINKLER
---	WATER LINE
---	POWER POLE
---	LIGHT POLE
---	MANHOLE
---	SANITARY SEWER SERVICE
---	SANITARY SEWER LINE
---	TYPE "A" CURB AND GUTTER
---	EXISTING WATER METER
---	EXISTING GUY WIRE
---	EXISTING CHAIN LINK FENCE

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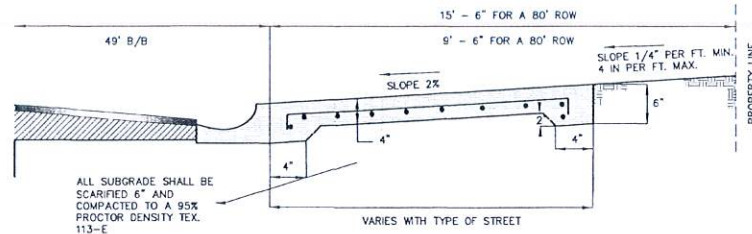
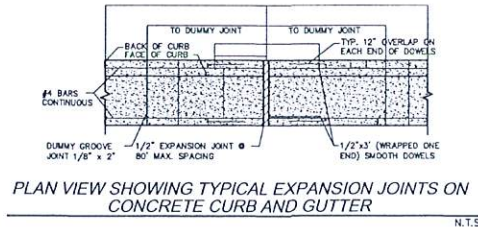
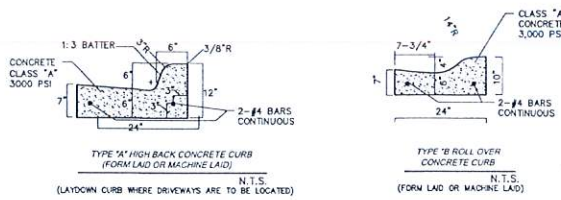
The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19

*Rodolfo A. Torres*  
 Sign

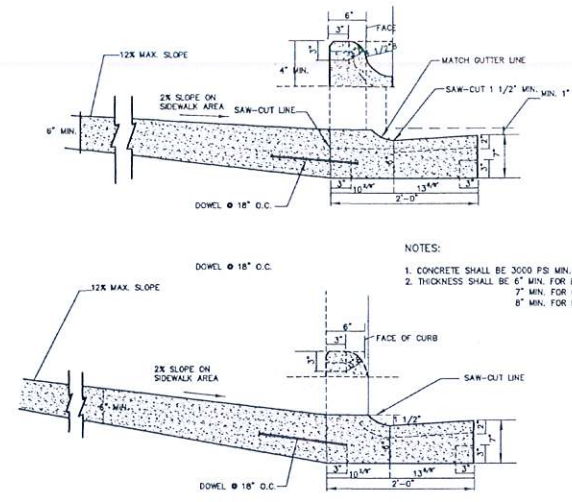
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 801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
 PH: (956)791-1220 e-Mail: teceng@bcglobal.net

**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 FINISH GRADE PLAN

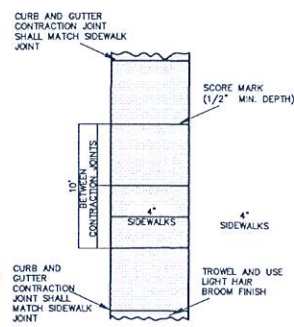
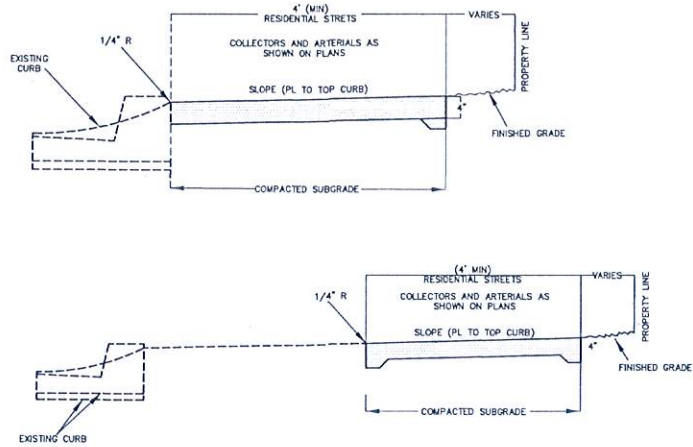
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CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
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FILE NAME: F:\ENR\CLARK\CLARK\CP3.1
SHEET
<b>3.1</b>
of 6.1



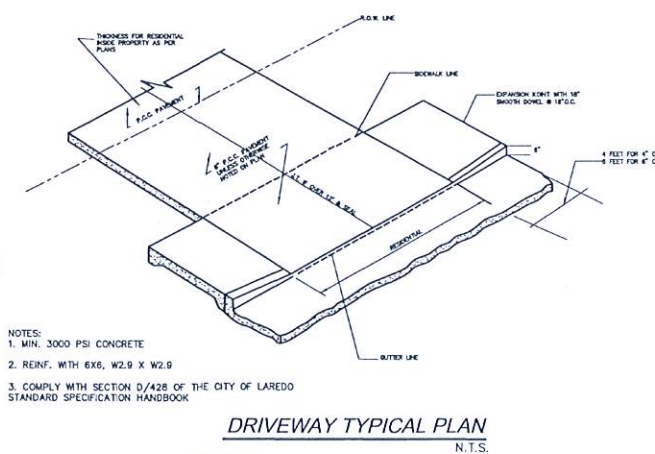
- NOTES:
- SIDEWALKS CONSTRUCTION SHALL CONFORM TO SEC. 430
  - EXPANSION JOINT SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER A.S.T.M. D-1751
  - LARGE AGGREGATE IN CONTRACTION JOINT, SHALL BE SEPARATED TO A DEPTH OF 1" - FINISH DEPTH SHALL BE A MINIMUM 3/4"
  - EXPANSION JOINT 80' MAXIMUM SPACING
  - CLASS "A" CONCRETE



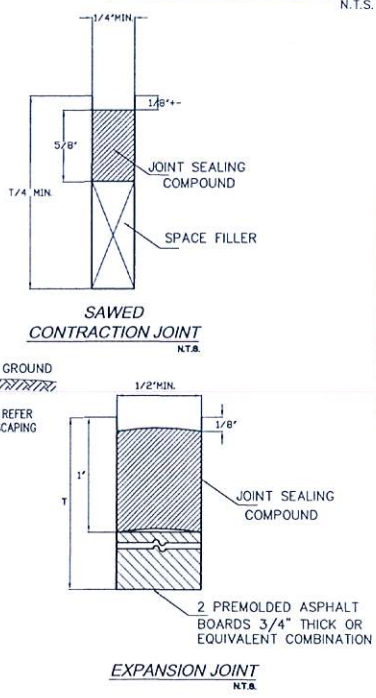
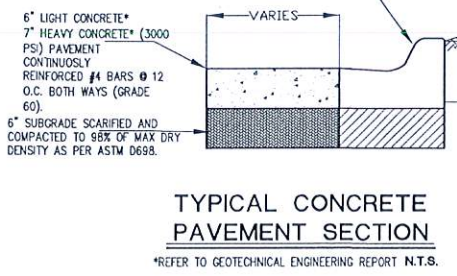
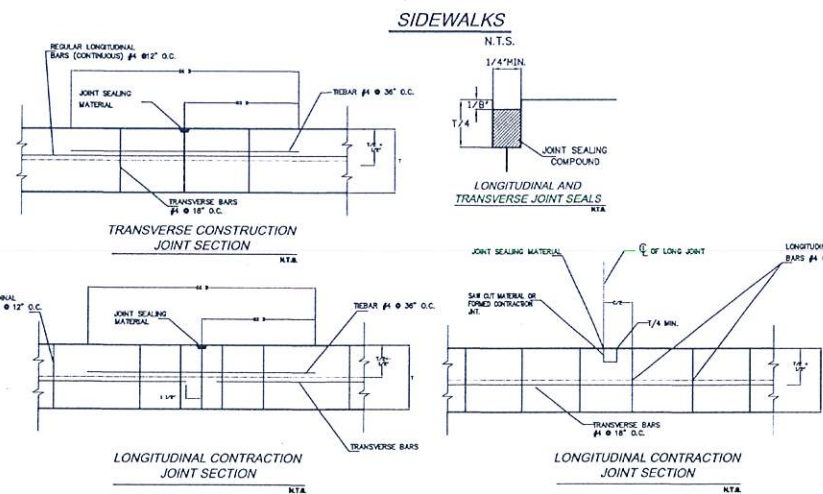
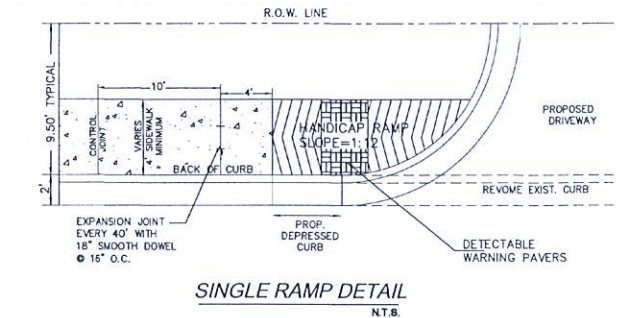
- NOTES ON ACCESSIBLE RAMP CONSTRUCTION
- CURB MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSIST OF RAISED TRUNCATED DOWNS COMPLYING WITH SECTION 4.29 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACE, INCLUDING SIDE FLARES, FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
  - DETECTABLE WARNING SURFACE MUST BE SUP. RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
  - AUGN TRUNCATED DOWNS IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
  - DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP ON LANDING WHERE THE PEDESTRIAN ACCESS ROUTE ENTERS THE STREET.
  - DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE OF THE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE COVERED ALONG THE CORNER RADIUS.
  - TXDOT MAINTAINS A LIST OF QUALIFIED DETECTABLE WARNING MATERIALS. DETAILS ARE PROVIDED HEREIN FOR THE PLACEMENT OF LANDSCAPE, PAVERS, FOR OTHERS MATERIALS, REFER TO THE MANUFACTURER'S PRODUCT MANUAL FOR PROPER INSTALLATION.
  - THE FINISHED SURFACE OF THE WHEEL CHAIR RAMP IS TO BE ROUGHENED WITH NO LESS THAN A BROOM FINISH TO PREVENT SLIPPING, AND TO DIFFERENTIATE ITS TEXTURE FROM THAT OF THE STANDARD SIDEWALK.
  - THE LOCATION OF THE WHEELCHAIR RAMP MAY BE SHIFTED FROM THE PROPOSED LOCATION ON THE PLANS IF IN ENGINEER'S OPINION A CHANGE IS NECESSARY BECAUSE OF UNFORSEEN EXISTING CONDITIONS AT THE TIME OF CONSTRUCTION.
  - ACCESSIBLE RAMP CONSTRUCTION SHALL CONFORM TO DETAILS ON STANDARD SIDEWALK CONSTRUCTION.
  - THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP, THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12.



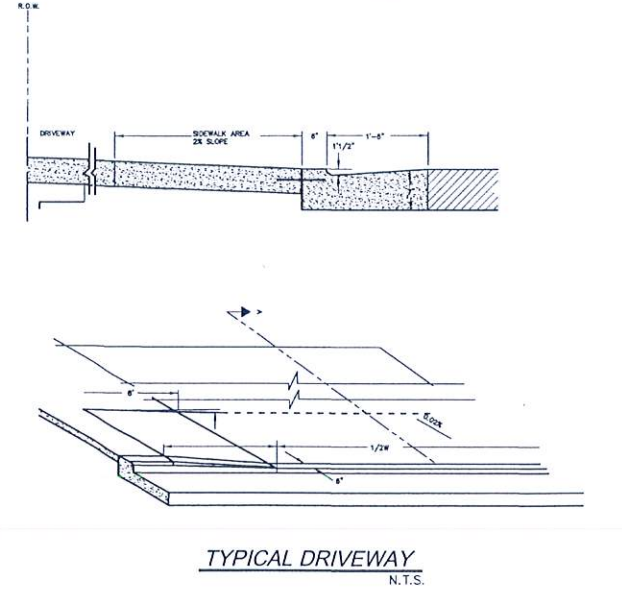
- NOTES ON SIDEWALK CONSTRUCTION:
- CONCRETE SHALL BE 3000 P.S.I.
  - ONE HALF INCH (1/2) THICK MINIMUM PREFORMED BITUMINOUS EXPANSION JOINT MATERIAL SET THREE-FOURTHS (3/4) INCH BELOW FINISH SURFACE SHALL BE INSTALLED AT EXPANSION JOINTS.
  - DOWELS SHALL BE PLAIN BARS AND SHALL HAVE ONE HALF (1/2) THE BAR WRAPPED WITH 2 LAYERS OF ROOFING FELT OR PLASTIC TUBE.
  - 6" x 6" W2.9W2.9 SHALL BE USED AS REINFORCEMENT.
  - THE FINISH SHALL BE SEMISMOOTH WITH STIFF BROOM OR BRUSH FINISH
  - CONTROL JOINTS SHALL BE SCORED AT SPACING EQUAL TO WIDTH OF SIDEWALK
  - EXPANSION JOINTS AT MAXIMUM 80 FEET WITH SMOOTH 18" LONG DOWELS @ 16" C.C. AND 1/2" MINIMUM PREFORMED BITUMINOUS EXPANSIONS JOINT MATERIAL.
  - FORM FOR SIDEWALKS SHALL BE FULL DEPTH FOR DIMENSION SPECIFIED.



- NOTES:
- MIN. 3000 PSI CONCRETE
  - REINF. WITH #6X, W2.9 X W2.9
  - COMPLY WITH SECTION D/426 OF THE CITY OF LAREDO STANDARD SPECIFICATION HANDBOOK



- NOTES:
- REFER TO:  
"CITY OF LAREDO STANDARD TECHNICAL SPECIFICATIONS MANUAL"  
DIVISION D - TECHNICAL PROVISIONS:  
V. STREETS:  
SECTION 502  
SECTION 506  
SECTION 508  
SECTION 510  
SECTION 512  
SECTION 516  
SECTION 518  
SECTION 520  
SECTION 522



SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

LEGAL DESCRIPTION:  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

USE THE LATEST VERSION OF SECTION 702 PERMANENT TRAFFIC BARRICADES, SECTION 704 STREET SIGNS FROM CITY OF LAREDO STANDARD TECHNICAL SPECIFICATION MANUAL.

DATE:	REVISIONS / DESCRIPTIONS



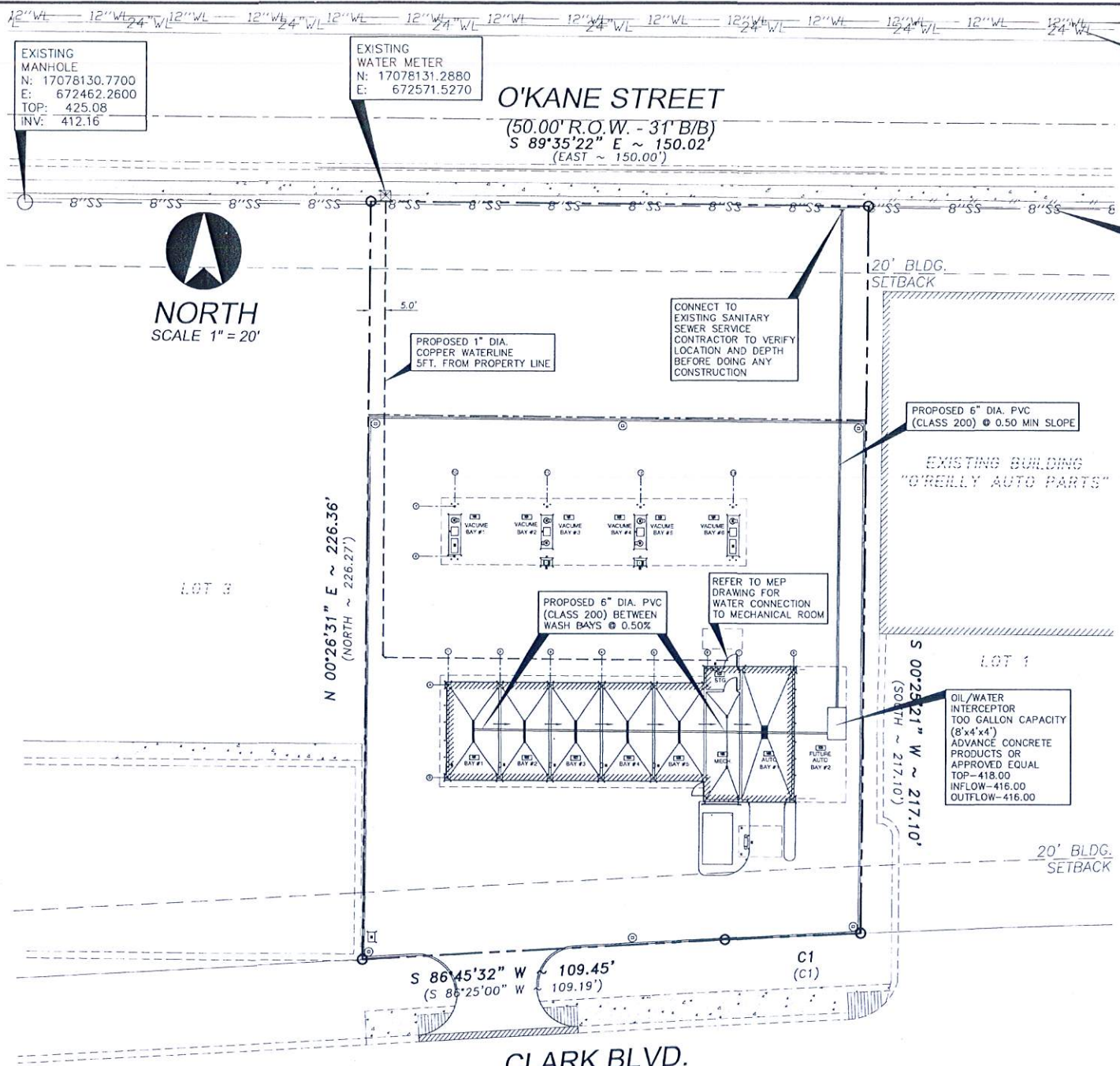
The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 only. Date: 01/22/19



TEC ENGINEERS & CONSULTANTS INC.  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

CLARK CAR WASH  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
STANDARD PAVING DETAILS

DRAWN BY: D.K.M.  
CHECKED BY: R.A.T.  
APPROVED BY: R.A.T.  
DATE: JANUARY 4, 2019  
SCALE: 1"=20'  
JOB #: 1218EN587  
FILE NAME: PAVING\CLARK\CLARK\CP133  
SHEET  
3.2 of 6.1



EXISTING MANHOLE  
N: 17078130.7700  
E: 672462.2600  
TOP: 425.08  
INV: 412.16

EXISTING WATER METER  
N: 17078131.2880  
E: 672571.5270

EXISTING 12" DIA. WATERLINE

EXISTING 24" DIA. WATERLINE

EXISTING 8" DIA. SEWERLINE



**O'KANE STREET**  
(50.00' R.O.W. - 31' B/B)  
S 89°35'22" E ~ 150.02'  
(EAST ~ 150.00')

20' BLDG. SETBACK

PROPOSED 6" DIA. PVC (CLASS 200) @ 0.50 MIN SLOPE

EXISTING BUILDING "O'REILLY AUTO PARTS"

PROPOSED 1" DIA. COPPER WATERLINE SFT. FROM PROPERTY LINE

CONNECT TO EXISTING SANITARY SEWER SERVICE CONTRACTOR TO VERIFY LOCATION AND DEPTH BEFORE DOING ANY CONSTRUCTION

PROPOSED 6" DIA. PVC (CLASS 200) BETWEEN WASH BAYS @ 0.50%

REFER TO MEP DRAWING FOR WATER CONNECTION TO MECHANICAL ROOM

OIL/WATER INTERCEPTOR  
700 GALLON CAPACITY (8'x4'x4')  
ADVANCE CONCRETE PRODUCTS OR APPROVED EQUAL  
TOP-418.00  
INFLOW-418.00  
OUTFLOW-416.00

S 00°25'21" W ~ 217.10'  
(SOUTH ~ 217.10')

N 00°26'31" E ~ 226.36'  
(NORTH ~ 226.27')

S 86°45'32" W 109.45'  
(S 86°25'00" W 109.19')

**CLARK BLVD.**  
(120.00' R.O.W.)

**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
Osacar Raygoza, P.E.  
City of Laredo Utilities Department  
Civil Engineer II  
5816 Daugherty St.  
Laredo, Texas 78041  
Phone (956) 721-2000  
Fax (956) 721-2001

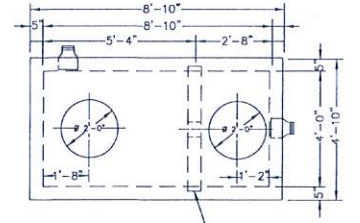
**A.E.P.**  
Mr. Martin Valdez  
1519 Colton Rd.  
Laredo, Texas 78041  
Ph: (956) 721-3125  
Fax: (956) 727-2144  
E-mail: mvaldez@aep.com

**TIME WARNER**  
Mr. Javier Esquivel  
1313 W. Colton Rd.  
Laredo, Texas 78041  
Ph: (956) 721-0612  
Fax: (956) 729-0165  
E-mail: javier.esquivel@twcable.com

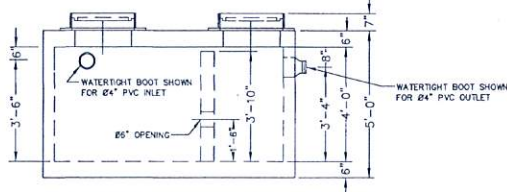
**A&T**  
Mr. Alfredo Castro  
902 San Eduardo Ave.  
Laredo, Texas 78040  
Ph: (956) 727-6748  
Fax: (956) 727-6809  
E-mail: ac5297@att.com

- GENERAL NOTES:  
CONTRACTOR IS REFERRED TO:  
A) "GEOTECHNICAL ENGINEERING REPORT: REFER TO QUANTUM CONSTRUCTION REPORT."  
1. WHEN OVER EXCAVATION AND/OR SELECT FILL REPLACEMENT IS RECOMMENDED FOR USE IN SOIL SUPPORTED SLABS, SITE DRAINAGE CONSIDERATIONS OF BOTH SURFACE AND SUBSURFACE DRAINAGE MAY BE CRUCIAL TO FINAL PLACEMENT OF THE SELECT FILL AND THE FINAL PERFORMANCE OF THE SOIL SUPPORTED STRUCTURES.  
2. UPSTREAM SIDE OF CONSTRUCTION AREA MAY BE MODIFIED BY USE OF BERMS OR SWALES WHICH DIVERTS WATER AWAY FROM THE CONSTRUCTION AREA.  
3. SLOPING THE SURFACE OF THE SUBGRADE WITH A MINIMUM DOWNWARD SLOPE OF 1.00 PERCENT OUT TO THE BASE OF DENEWATERING TRENCH LOCATED BEYOND THE BUILDING PERIMETER.  
4. SLOPING THE SURFACE OF THE FILL DURING CONSTRUCTION TO PROMOTE STORMWATER RUNOFF TO DENEWATERING IMPROVEMENTS UNTIL FINAL LIFT IS PLACED.  
5. SLOPING OF FINAL CONSTRUCTED SURFACE (I.E. PAVEMENTS) AND ANY PERIMETER DRAINS WITH DRAINAGE AWAY FROM THE BUILDING LINES.  
6. LOCATING ALL WATER CARRIER PIPING, ROOF DRAINS, AND IRRIGATION PIPING AND SPRAY HEADS OUTSIDE OF THE SELECT FILL.  
7. PAYMENT FOR EMBANKING/VEGETATION WILL BE MADE TO THE CONTRACTOR BASED ON THE CONTRACT UNIT PRICE PER CUBIC YARD, THE FINAL QUANTITY FOR WHICH PAYMENT WILL BE MADE, WILL BE THAT QUANTITIES SHOWN ON THE CONTRACT PLANS AND BID PROPOSAL, REGARDLESS OF ERRORS IN CALCULATIONS.  
8. CONSTRUCTION BARRICADES AND WARNING SIGNS, TOGETHER WITH FLASHERS SHALL BE PROVIDED AT ALL UNITS UNDER CONSTRUCTION OR OTHERWISE BEING HAZARDOUS TO MOTORIST. ALL OBSTACLE MARKERS SHALL BE PROPERLY FLAGGED.  
9. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZED OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.  
10. APPROVAL CRITERIA FOR FLEXIBLE BASE SOURCES AND APPROVALS OF AN AREA AND/OR DEPTH OF LAYER IN SOURCE FROM WHICH THE MATERIAL IS TO BE SECURED WILL BE BASED ON PRELIMINARY TEST AND SUCH OTHER OCCASIONAL TEST AS FOUND NECESSARY BY THE GEOTECHNICAL ENGINEER.  
11. ALL RUBBISH, TEMPORARY STRUCTURES, AND BACKFILL SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR.
- GENERAL NOTES TO CONTRACTORS:  
I. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZED OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.  
II. 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.  
III. ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING, BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.  
IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES, AND WATER AND SEWER INSIDE BUILDING.

**ADVANCE CONCRETE PRODUCTS**  
700 GALLON INTERCEPTOR (8'x4'x4')



OIL / WATER INTERCEPTOR PLAN VIEW (WITHOUT FRAMES AND COVERS)



OIL / WATER INTERCEPTOR SIDE VIEW (WITHOUT FRAMES AND COVERS)



OIL / WATER INTERCEPTOR END VIEW

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4500 PSI  
REINFORCING STEEL SHALL COMPLY WITH ASTM A706 GRADE 60 REBAR.  
BAR BENDING AND PLACEMENT SHALL COMPLY WITH THE LATEST ACI STANDARDS.  
STANDARD STRUCTURAL DESIGN BASED ON AASHTO HS 20 WHEEL LOADING.  
GROUT FOR DIVIDER WALL KEYWAYS SUPPLIED & INSTALLED BY OTHERS.  
1" O BUTYL ROPE MASTIC IS PROVIDED FOR PLACEMENT BETWEEN TOP AND BOTTOM SECTIONS OF VAULT (FUEL RESISTANT ROPE MASTIC IS PROVIDED FOR OIL INTERCEPTORS)  
APPROXIMATE WEIGHT TOTAL: + 13,700 LBS.  
BOTTOM SECTION: + 9,800 LBS. TOP SLAB: + 2,750 LBS.  
DIVIDER WALL: + 1,150 LBS.

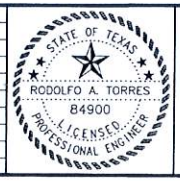
**LEGEND**

- PROPERTY LINE
- - - - PROPOSED CONTOUR
- EXISTING CONTOUR
- 565.02 EXISTING STOP ELEVATION
- 566.02 EXISTING 5.5" CONCRETE PAVEMENT (LIGHT DUTY)
- 567.02 EXISTING 6.5" CONCRETE PAVEMENT (HEAVY DUTY)
- CONCRETE SIDEWALK PREFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR/ EXTERIOR SIDEWALKS
- 2" HOT MIX ASPHALT #6" COMPACTED FLEXIBLE BASE (LIGHT DUTY)
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE
- SPRINKLER
- WATER LINE
- POWER POLE
- LIGHT POLE
- MANHOLE
- SANITARY SEWER SERVICE
- SANITARY SEWER LINE
- TYPE "A" CURB AND GUTTER
- EXISTING WATER METER
- EXISTING GUY WIRE
- EXISTING CHAIN LINK FENCE

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19



**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST., SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 e-mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
WATER AND SANITARY SEWER SYSTEM PLAN

DRAWN BY: D.K.M.  
CHECKED BY: R.A.T.  
APPROVED BY: R.A.T.  
DATE: JANUARY 4, 2019  
SCALE: 1"=20'  
JOB #: 1218E587  
FILE NAME: F:\ENG\CLARK\CLARK.CAD  
SHEET 4.1 of 6.1

# WATER & SEWER SEPARATION TABLE

CASE No	WATER	SEWER	OTHER	PIPE ON TOP	CLEARANCE		REQUIREMENTS			TCEQ REF.
					VERT.	HORIZ.	WATER PIPE	SEWER PIPE	OTHER REQUIREMENTS	
<b>PARALLEL LINES</b>										
1	NEW	EXIST. NON-PRESSURE OR PRESSURE	CONFIRMED NO LEAKAGE	WATER	2 FL.	4 FL.	NONE	NONE	DO NOT DISTURB BEDDING/BACKFILL OF EXIST. SEWER	290.44 (e)(5)(A)(i)
2	NEW	EXIST. PRESSURE-RATED	CANNOT CONFIRM LEAKAGE	WATER	2 FL.	4 FL.	NONE	REPLACE WITH 150 PSI PIPE		290.44 (e)(5)(A)(i)
3	NEW	NEW SEWER/FORCE MAIN		WATER	2 FL.	4 FL.	NONE	150 PSI PIPE		290.44 (e)(5)(A)(ii)
4	EXIST.	NEW (NON-PRESSURE)		WATER	2 FL.	4 FL.	NONE	150 PSI PIPE		217.53 (d)(1)
<b>CROSSING LINES</b>										
5	NEW	EXIST. NON-PRESSURE-RATED SWR.	NO LEAKAGE IN SEWER	WATER	2 FL.	N/A	CENTER 18" SEGMENT	NONE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(i)
5A	SAME	SAME	SEWER LEAKING OR DISTURBED	WATER	2 FL.	N/A	CENTER 18" SEGMENT	REPLACE WITH 150 PSI PIPE	SAME	SAME
6	NEW	EXIST. PRESSURE-RATED	NO LEAKAGE IN SEWER	WATER	6 IN.	N/A	CENTER 18" SEGMENT	NONE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(i)
6A	SAME	SAME	SEWER LEAKING	WATER	6 IN.	N/A	CENTER 18" SEGMENT	REPLACE WITH 150 PSI PIPE	SAME	SAME
7	NEW	NEW NON-PRESSURE RATED	MIN. 18" PIPE SEGMENTS	WATER	2 FL.	N/A	CENTER 18" SEGMENT	SDR-26 PIPE EMBED IN CEMENT-STABILIZED SAND	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(ii)
7A	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	WATER	2 FL.	N/A	CENTER 18" SEGMENT	CENTER 18" OF 150 PSI PIPE		290.44 (e)(5)(B)(v)(i)
7B	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	WATER	6 IN.	N/A	NONE	ENCASE IN 18" MIN. OF SDR-26 PIPE		290.44 (e)(5)(B)(v)(ii)
7C	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	SEWER	1 FL.	N/A	ENCASE IN 18" MIN. OF SDR-26 PIPE	NONE	WATER & SEWER MUST PASS PRESSURE & LEAKAGE TEST PER AWWA C600	290.44 (e)(5)(B)(v)(iii)
8	NEW	NEW PRESSURE-RATED		WATER	6 IN.	N/A	CENTER 18" SEGMENT	150 PSI PIPE EMBED IN CEMENT-STABILIZED SAND	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(v)
9	EXIST.	NEW (NON-PRESSURE)		WATER	2 FL.	N/A	NONE	CENTER 18" SEGMENT SDR-26 PIPE EMBEDDED IN CEMENT-STABILIZED SAND OR 150 PSI PIPE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	217.53 (d)(2)
10	EXIST.	NEW (NON-PRESSURE)		WATER	6 IN.	N/A	NONE	CENTER 18" SEGMENT SDR-26 PIPE EMBEDDED IN CEMENT-STABILIZED SAND OR 150 PSI PIPE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	217.53 (d)(3)
11	EXIST OR NEW	MANHOLE (NEW OR EXIST.)		N/A	N/A	< 9 FL.	ENCASE IN 18" MIN. OF SDR-26 PIPE	N/A		217.53 (d)(4)

- NOTES:
- VALVE BOX REQUIRED FOR ALL VALVES & BLOWOFF VALVES.
  - WHERE TWO PIPELINES CROSS WITH LESS THAN 1'-0" CLEARANCE 1 (ONE) JOINT OF CLASS 52 DUCTILE IRON PIPE TO BE PROVIDED IN EACH PIPELINE CENTERED @ INTERSECTION OR CONCRETE SEAL.
  - ALL PIPE INCLUDING SEWER LINES TO BE LAID WITH A MIN. COVER OF 3'-6" FROM TOP OF PIPE JOINTS TO FINISH GRADE WHERE THIS MIN. COVER CAN NOT BE OBTAINED, CLASS 52 DUCTILE IRON PIPE TO BE USED. NO PIPE TO BE LAID WITH LESS THAN 2'-6" COVER.
  - DO NOT REMOVE EXIST. VALVES WHERE CONN. MADE TO EXIST. LINE.
  - FIRE HYDRANT TO BE EQUAL TO MUELLER A-423 IMPROVED 4" MECH. JOINT.
  - ALL WET CONNECTION TO BE DONE BY CONTRACTOR PRIOR AUTHORIZATION FROM CITY OF LAREDO UTILITIES DEPARTMENT.
  - ALL FITTING SHALL BE MECHANICAL JOINT SHALL BE GRAY CLASS 250 WHERE APPLICABLE AND SHALL BE PRODUCED IN ACCORDANCE WITH ANSI/AWWA C110/A21.10 AND ANSI/AWWA C111/A21.11

WATER NOTES TO CONTRACTORS

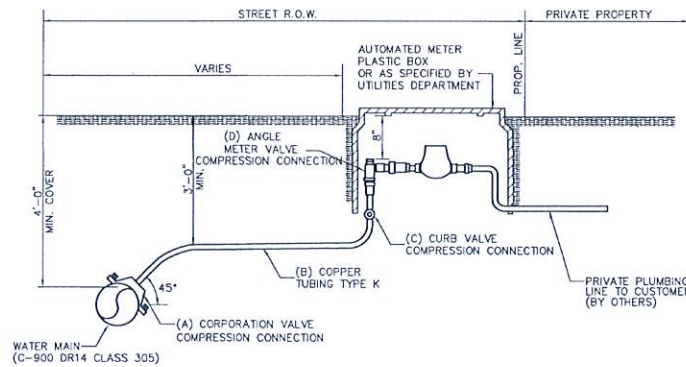
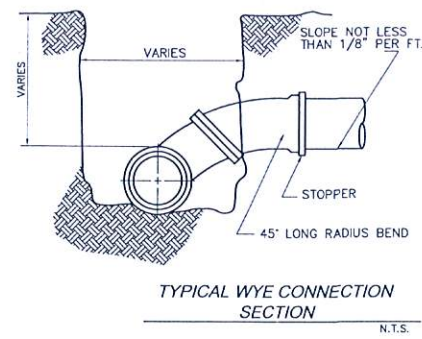
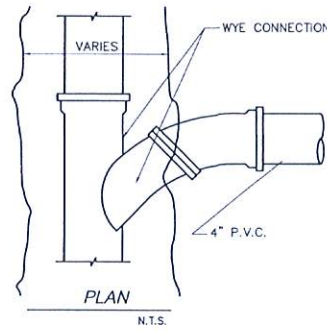
- ANY WATER AND SEWER LINES PARALLEL OR CROSSING EACH OTHER MUST MEET (TCEQ) REQUIREMENTS PERTAINING TO SEPARATION AND CLEARANCE.
- ALL WATER FITTINGS SHALL BE MECHANICAL JOINTS MADE IN USA.
- ALL UNDERGROUND BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL.
- ALL PIPE JOINT RESTRAINT FITTINGS SHALL BE MADE IN USA AND BOLTS, NUTS AND RODS SHALL BE 316 STAINLESS STEEL.
- ALL WATER PIPE UP TO 12" OF DIAMETER SHALL BE PVC, DR-14, C-900. FROM 16" TO 24" DIAMETER WATER PIPE SHALL BE PVC DR-18, C-905.
- IF AN EXISTING WATERLINE IS REPLACED, ALL WATER SERVICES SHALL BE REPLACED FROM THE NEW LINE TO THE METER LOCATION. ALL WATER SERVICES TO BE TRANSFERRED TO THE NEW WATER LINE ONCE THIS HAS PASSED THE PRESSURE TEST AND BACTERIOLOGICAL TEST.
- ALL TIE-IN CONNECTIONS TO THE EXISTING MAINS SHALL BE DONE WITH RESTRAINT PIPE AND FITTINGS.

NOTE:

CONTRACTOR SHALL COORDINATE WITH ENGINEER TO PROVIDE COORDINATES (X, Y & Z) OR PROVIDE A CLEAN OUT FOR EACH SEWER SERVICE

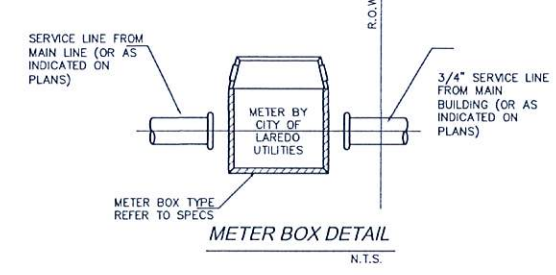
STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT. IF ANY, SHALL ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEMS THAT COMPLY WITH, AS MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATION, SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

- LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS. ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZES OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
- 1-800-DIG TESS CALL 1-800-344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
- ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING. BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.



TYPICAL WATER SERVICE INSTALLATION TYPICAL 3/4 AND 1" N.T.S.

TAP SIZE	(A)	(B)	(C)	(D)
3/4"	3/4"	3/4"	3/4"	3/4"
1"	1"	1"	1"	1"

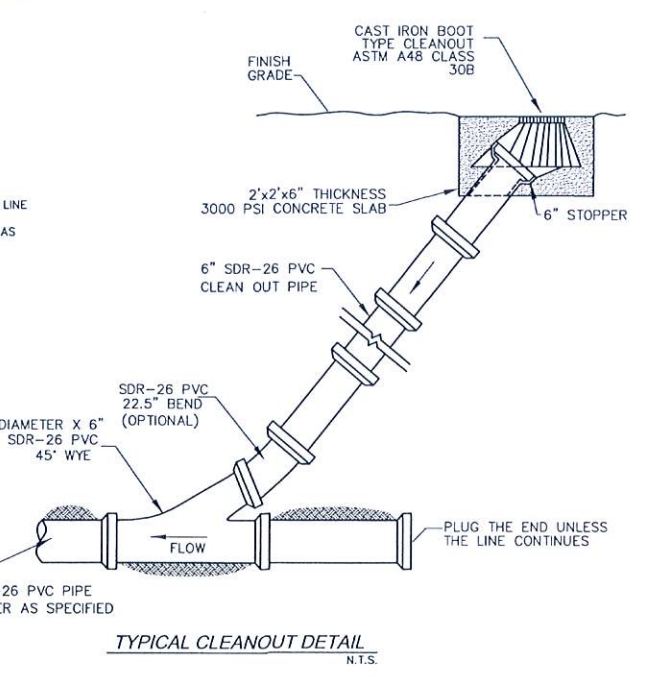
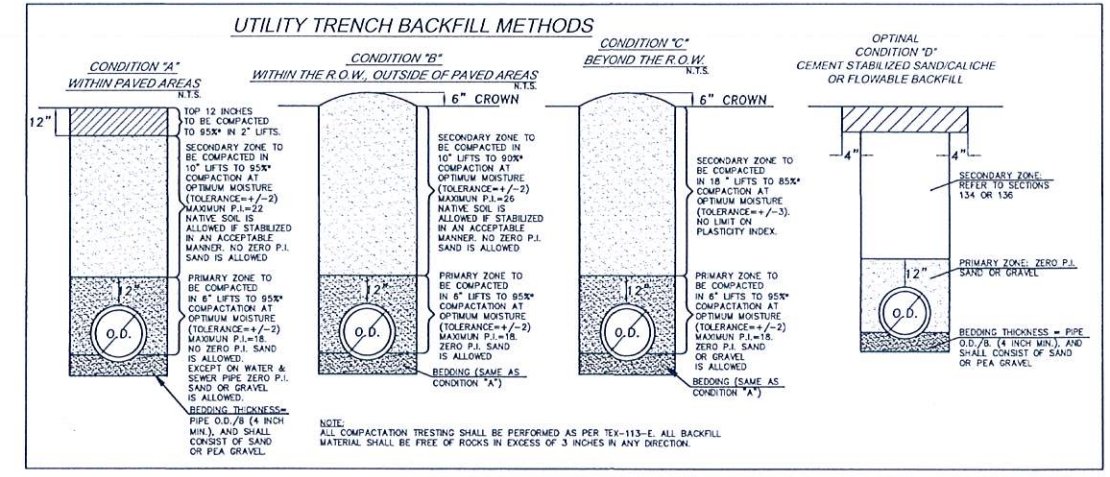


LEGAL DESCRIPTION:  
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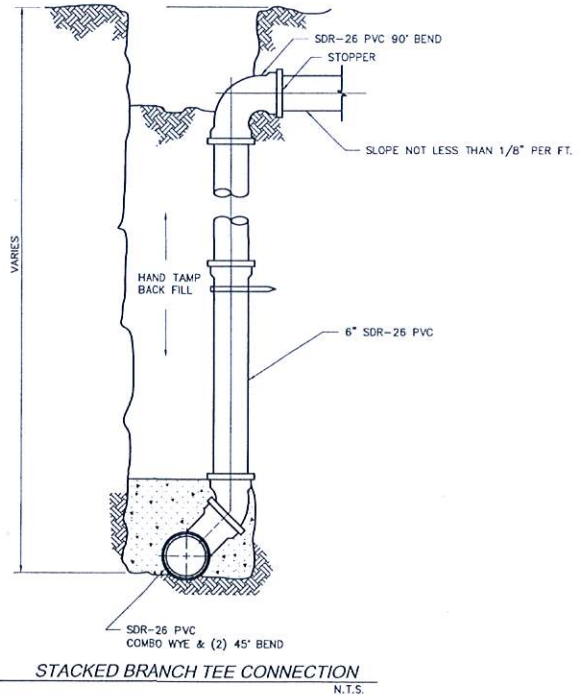
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- NOTES:
- REFER TO: "CITY OF LAREDO STANDARD TECHNICAL SPECIFICATIONS MANUAL" DIVISION D-TECHNICAL PROVISIONS:
- WASTEWATER: REFER TO 102 SECTION 202 SECTION 206 SECTION 210 SECTION 214 SECTION 216 SECTION 218 REFER TO 128

- NOTES:
- REFER TO: "CITY OF LAREDO STANDARD TECHNICAL SPECIFICATION MANUAL" DIVISION D- TECHNICAL PROVISIONS:
- WATER: SECTION 102 SECTION 104 SECTION 110 SECTION 112 SECTION 114 SECTION 116 SECTION 120 SECTION 122 SECTION 128



TYPICAL CLEANOUT DETAIL N.T.S.



STACKED BRANCH TEE CONNECTION N.T.S.

DATE:	REVISIONS / DESCRIPTIONS



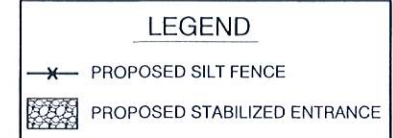
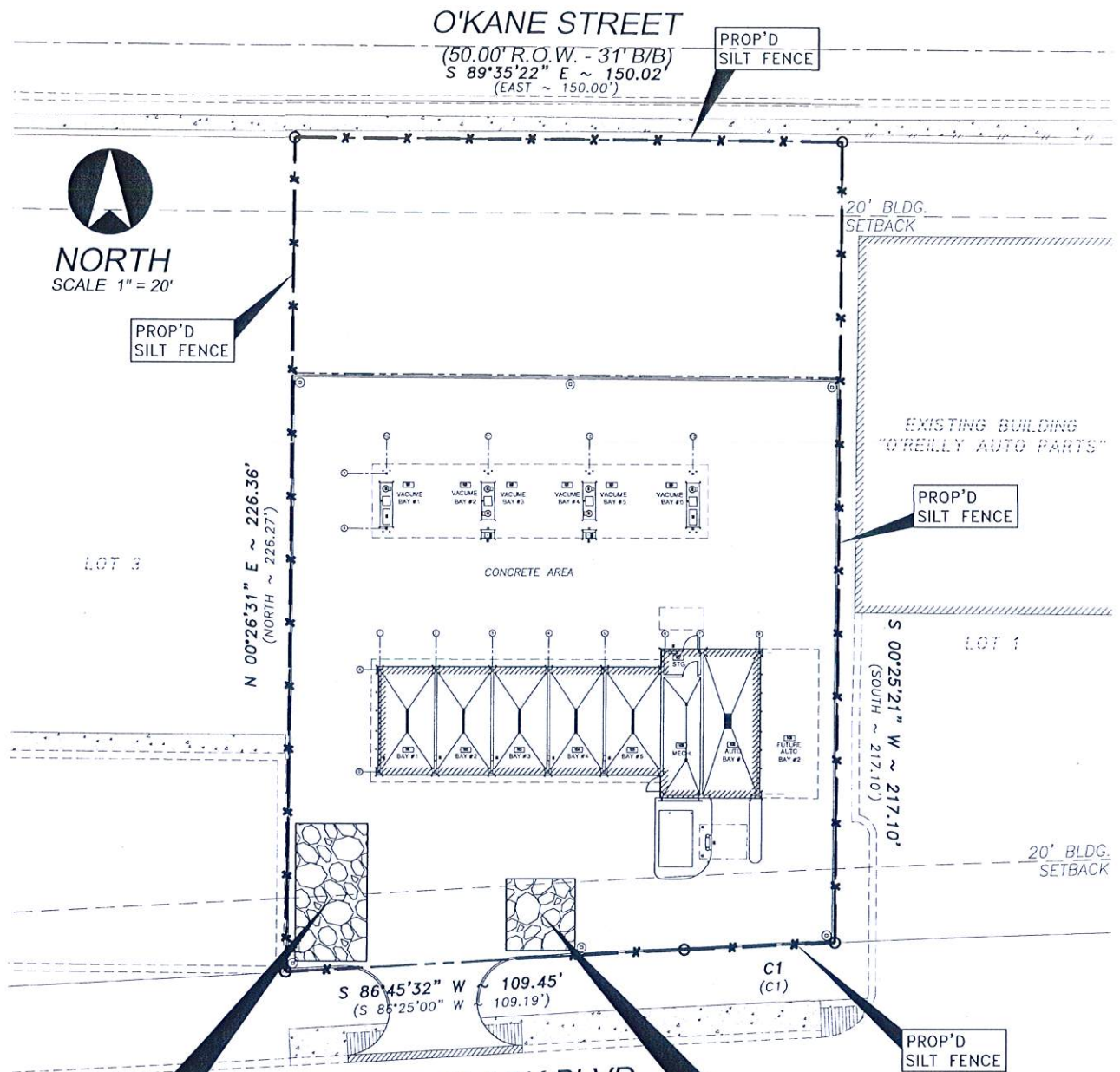
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**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
WATER AND SANITARY SEWER SYSTEM DETAILS

DRAWN BY: D.K.M.  
CHECKED BY: R.A.T.  
APPROVED BY: R.A.T.  
DATE: JANUARY 4, 2019  
SCALE: 1"=20'  
JOB #: 1218EN587  
FILE NAME: F:\08\CLARK\CLARK\CP4.3  
SHEET  
**4.2** of 6.1



TCEQ CONSTRUCTION GENERAL PERMIT CHECKLIST

- Storm Water Pollution Prevention Plan Construction/Implementation Checklist
1. Maintain Records of Construction Activities, including:
    - Dates when major grading activities occur.
    - Dates when construction activities temporarily cease on a portion of the site.
    - Dates when construction activities permanently cease on a portion of the site.
  2. Prepare Inspection Reports summarizing:
    - Name of inspector.
    - Qualifications of inspector.
    - Measurements/areas inspected.
    - Observed conditions.
    - Changes necessary to the SWPPP.
  3. Report Releases of Reportable Quantities of Oil or Hazardous Materials (if they occur):
    - Notify National Response Center 800/424-8802 immediately.
    - Notify permitting authority in writing within 14 days.
    - Modify the pollution prevention plan to include:
      - the date of release.
      - circumstances leading to the release.
      - steps taken to prevent recurrence of the release.
  4. Modify Pollution Prevention Plan as necessary to:
    - Comply with minimum permit requirements when notified by TCEQ that the plan does not comply.
    - Address a change in design, construction operation or maintenance which has an effect on the potential for discharge of pollutants.
    - Prevent recurrence of reportable quantity releases of a hazardous material or oil.

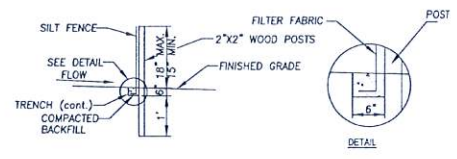
CONSTRUCTION SPECIFICATIONS FOR SILT BARRIER FENCE

- A. MATERIALS
1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF POLYPROPYLENE, NYLON, POLYESTER OR ETHYLENE TARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS (PER ASTM METHODS):
 

PHYSICAL PROPERTY	REQUIREMENTS
FILTERING EFFICIENCY	75% (MIN.)
TENSILE STRENGTH 20R	EXT. STRENGTH = 50 LBS./IN. (MIN.)
MAX. ELONGATION	STD. STRENGTH = 30 LBS./IN. (MIN.)
FLOW RATE	0.3 GAL./SQ. FT./MIN. (MIN.)
  2. SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USEABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0° TO 120°.
- B. INSTALLATION
1. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 15' AND A MAXIMUM OF 18' ABOVE FINAL GRADE.
  2. STANDARD STRENGTH SYNTHETIC FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS (AND THUS IMPROVE THE BARRIER'S STRENGTH AND EFFICIENCY).
  3. STAKES FOR THE SILT FENCE SHALL BE 2" x 2" WOOD WITH A MINIMUM LENGTH OF 3 FEET.
  4. THE STAKES SHALL BE SPACED A MAXIMUM OF 10' APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (18" MIN.).
  5. A TRENCH SHALL BE EXCAVATED APPROX. 6' WIDE AND 6' DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER.
  6. THE SILT FENCE SHALL BE STAPLED TO THE STAKES, WITH 4" (MIN.) OF FABRIC EXTENDED INTO THE TRENCH. HEAVY DUTY WIRE STAPLES AT LEAST ONE-HALF INCH LONG SHALL BE USED. THE FENCE SHALL NOT BE STAPLED TO EXISTING TREES.
  7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FENCE MATERIAL.
  8. IF A SILT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR "SHALE," THE BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW, AND THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE.
  9. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
- C. MAINTENANCE
1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
  2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE SILT FENCE IS STILL NECESSARY, IT SHALL BE REPLACED IMMEDIATELY.
  3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS REACH APPROX. 1/3 THE HEIGHT OF THE FENCE.
  4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
  5. THERE SHOULD BE NO CAPS OR SAGS IN THE SILT FENCE.

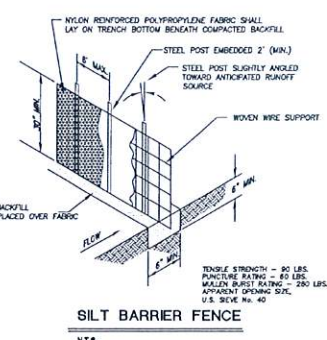
STABILIZED CONSTRUCTION ENTRANCE

- GENERAL NOTES TO CONTRACTOR
- N.T.B.
- STABILIZED ENTRANCE GENERAL NOTES
1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
  2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
  3. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND MESH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
  4. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. WHEN SHOWN ON THE CONSTRUCTION DRAWING, AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.



SILT BARRIER FENCE

N.T.B.



SILT BARRIER FENCE

N.T.B.

STORM WATER POLLUTION PREVENTION PLAN CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharge associated with industrial activity from the construction site identified as part of this certification.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

CONTRACTING FIRM \_\_\_\_\_

STABILIZED ENTRANCE GENERAL NOTES

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF POINT OF INGRESS AND/OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND MESH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. WHEN SHOWN ON THE CONSTRUCTION DRAWING, AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

**STABILIZED CONSTRUCTION ENTRANCE**  
ANY ALTERNATE LOCATION SHALL BE APPROVED BY ENGINEER OR ENVIRONMENTAL DEPT.

**READY MIX CONCRETE WASHING AREA**  
ANY ALTERNATE LOCATION SHALL BE APPROVED BY ENGINEER OR ENVIRONMENTAL SERVICES DEPT.

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19



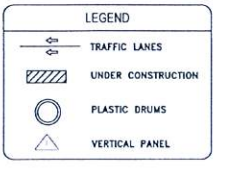
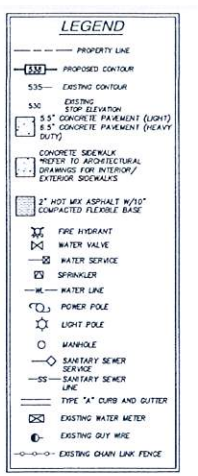
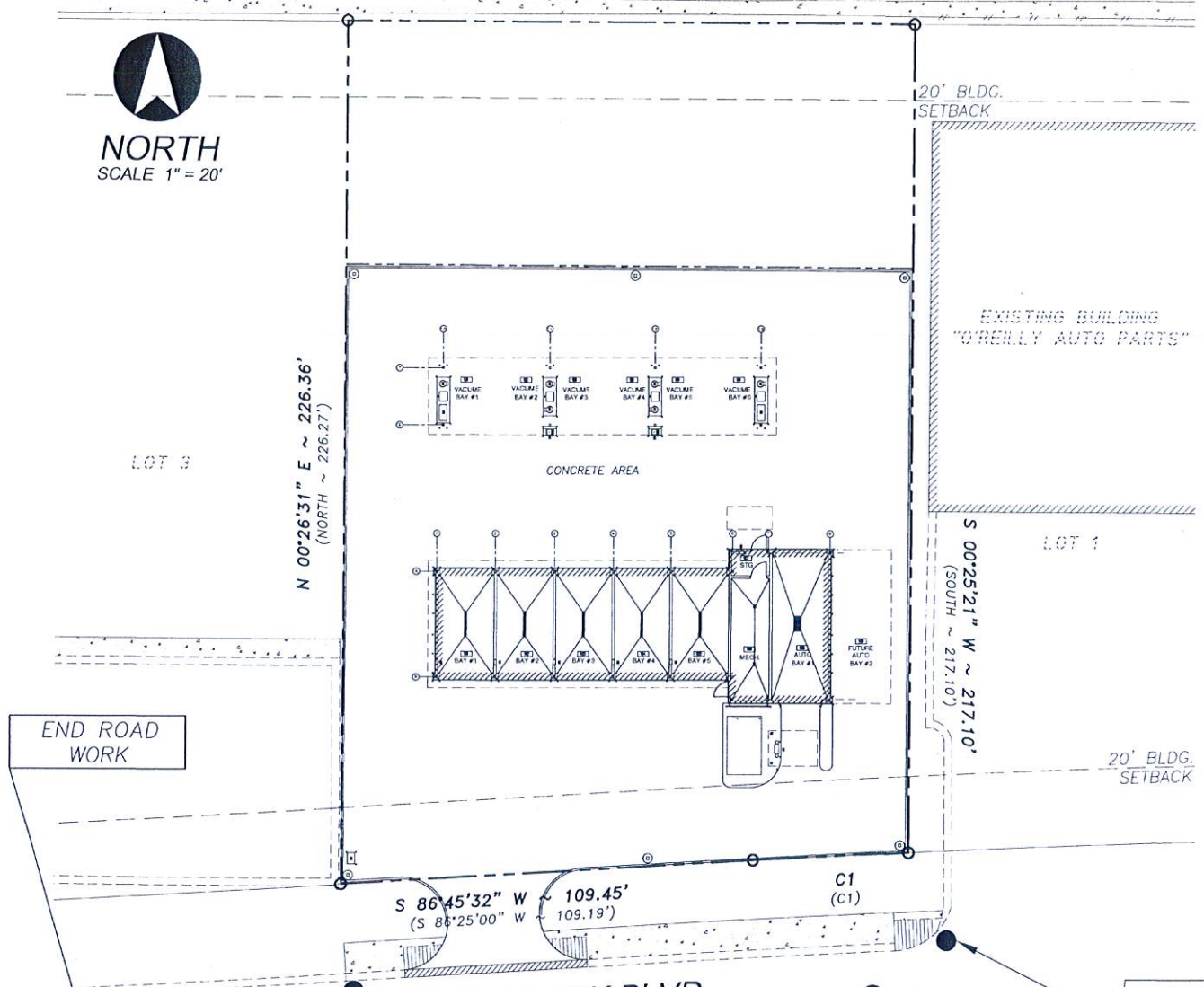
**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
STORMWATER POLLUTION PREVENTION PLAN

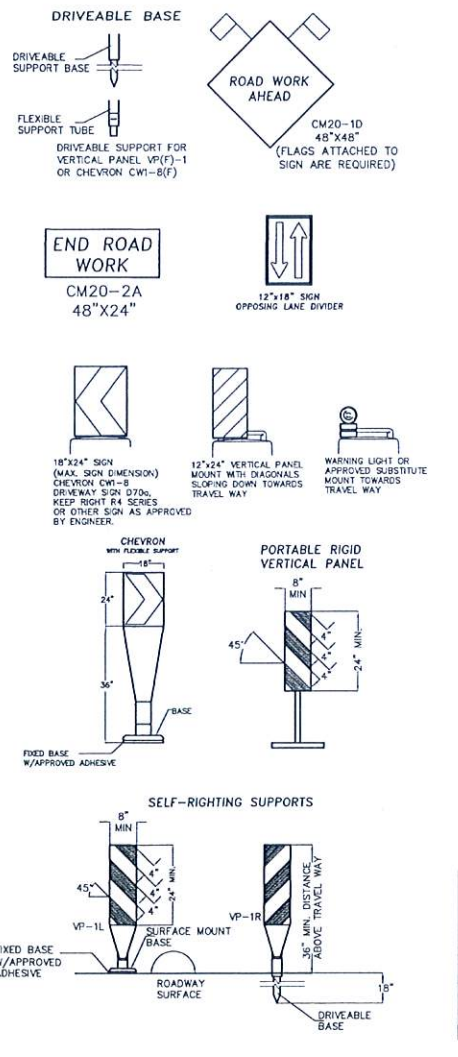
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FILE NAME: F:\ENR\CLARK\M\ATL\SWPP\CP1.D
SHEET
5.1 of 6.1

**O'KANE STREET**

(50.00' R.O.W. - 31'B/B)  
S 89°35'22" E ~ 150.02'  
(EAST ~ 150.00')



- GENERAL NOTES**
- THIS IS A SUGGESTED TRAFFIC CONTROL PLAN SUBMITTED FOR THE CONTRACTOR'S CONSIDERATION ONLY. THE CONTRACTOR MAY SUBMIT AN ALTERNATE CONSTRUCTION SEQUENCE AND TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. ALL WORK AND MATERIALS REQUIRED FOR TRAFFIC HANDLING WILL BE PAID AS TRAFFIC CONTROL PLAN ITEM. ALL BARRICADES AND SIGNS SHALL BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND/OR SIGNS AT ALL TIMES TO REPLACE THOSE THAT MAY BE DAMAGED.
  - FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE WORK AREA.
  - ADVANCE WARNING SIGNS SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER AND CITY OF LAREDO TRAFFIC DEPARTMENT PRIOR TO OPENING ANY SECTION TO TRAFFIC.
  - ADDITIONAL SIGNS, BARRICADES AND/OR OTHER CHANNELIZATION DEVICES MAY BE REQUIRED AND/OR ADVISED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST.
  - TYPE III (C) BARRICADES WITH ACCOMPANY SIGNS AS SHOWN ON THIS SHEET SHALL BE PLACED AT EACH END OF THE PROJECT IN ACCORDANCE WITH STANDARDS 800 THROUGH 84.
  - EXISTING ADJACENT ROADS AND DRIVEWAYS WITHIN THE PROJECT LIMITS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT AS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.
  - WHEN THE CONTRACTOR IS WORKING ADJACENT TO AN EXISTING ROADWAY APPROPRIATE SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
  - ALL STRIPING AND SIGNING INCLUDING PERMANENT STRIPING AND SIGNING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE TEXAS M.U.T.C.D.; STANDARDS TSP (3-1) THROUGH (3-5) - 85, AND AS SHOWN ON THE PLANS.
  - ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED BY THE ENGINEER.
  - CHANNELIZATION DEVICES WILL BE REQUIRED ALONG THE EDGE OF PORTIONS OF ROADWAY OPENED TO TRAFFIC AS DIRECTED BY THE ENGINEER. VERTICAL PANEL MOUNTED ON PORTABLE SUPPORTS (VP (C)-14) SHALL BE USED AS CHANNELIZATION DEVICES AT SPACING AS DIRECTED BY THE ENGINEER. PLASTIC DRUMS SHALL BE PLACED AS SHOWN ON BC (1-1) THROUGH (9)-14 STANDARDS AND THE TEXAS M.U.T.C.D.
  - THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF LEGAL RELATION AND RESPONSIBILITIES TO THE PUBLIC OF THE STANDARD SPECIFICATIONS.
  - ALL EXISTING DRAINAGE CONDITIONS WILL BE MAINTAINED DURING THE CONSTRUCTION OF ALL PHASES. IF PIPE(S) ARE REQUIRED TO MAINTAIN DRAINAGE, WORK MATERIAL WILL NOT BE PAID FOR DIRECTLY.
  - WHEN CONSTRUCTION OPERATIONS RESULT IN A DROP-OFF MORE THAN 2' NEXT TO THE TRAVEL WAY, THEN A 3:1 SLOPE WITH CW1-13 OR CW1-14 SIGNS AND VERTICAL PANELS SHALL BE REQUIRED. A 4' BUFFER ZONE WITH CW1-13 OR CW1-14 SIGNS AND DRUMS WITH STEADY BURN LIGHTS MAY BE USED IN LIEU OF THE 3:1 SLOPE.
  - CONSTRUCTION EQUIPMENT IS TO REMAIN ON THE ROADWAY DURING TRAVEL HOURS.
  - A MINIMUM 8:1 FRONT SLOPE SHALL BE MAINTAINED ADJACENT TO THE TRAVEL WAY.



- TRAFFIC CONTROL NOTES**
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT ALL TRAFFIC CONTROL DEVICES ARE PROPERLY INSTALLED AND MAINTAINED AT THE JOB SITE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND RELATED INDUSTRY STANDARDS AND REGULATIONS. THE CONTRACTOR SHALL SUBMIT FOR REVIEW A SIGN AND BARRICADE PLAN CONFORMING TO THE REQUIREMENTS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CITY'S CONSTRUCTION INSPECTOR AND THE TRAFFIC ENGINEERING REPRESENTATIVE AND THE CONSTRUCTION INSPECTOR. THE TRAFFIC CONTROL DEVICES DO NOT CONFORM TO ESTABLISHED STANDARDS OR ARE INCORRECTLY PLACED OR INSUFFICIENT IN QUANTITY TO PROTECT THE GENERAL PUBLIC, THE CONSTRUCTION INSPECTOR SHALL HAVE THE OPTION TO STOP CONSTRUCTION OPERATIONS AT NO EXPENSE UNTIL SUCH TIME AS THE CONDITIONS ARE CORRECTED BY THE CONTRACTOR.
  - PRIOR TO REMOVING ANY TRAFFIC OR TRAFFIC SIGNALS, THE CONTRACTOR SHALL CONTACT THE CITY OF LAREDO TRAFFIC SAFETY DEPARTMENT AT 795-2550. PRIOR TO COMPLETION OF THE CONTRACT AND REMOVAL OF THE BARRICADES, THE CONTRACTOR SHALL AGAIN CONTACT THE CITY OF LAREDO TRAFFIC SAFETY DEPARTMENT. THE BARRICADES SHALL NOT BE REMOVED UNTIL ALL APPLICABLE PERMANENT TRAFFIC SIGNS AND SIGNALS ARE IN PLACE.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND MAINTAIN TEMPORARY STOP SIGNS AND ALL OTHER TEMPORARY TRAFFIC CONTROL DEVICES REQUIRED TO PROTECT THE GENERAL PUBLIC. ALL PERMANENT SIGNS OR TRAFFIC CONTROL DEVICES DAMAGED UPON COMPLETION OF THE CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
  - THE CONTRACTOR MUST CONTACT THE CITY'S CONSTRUCTION INSPECTOR 48 HOURS IN ADVANCE (NOT INCLUDING WEEKENDS) OF ANY STREET CLOSURE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ADVISE CONSTRUCTION INSPECTIONS 10 DAYS IN ADVANCE OF AN ARTERIAL TOTAL STREET CLOSURE. THIS MUCH TIME IS NECESSARY TO INSTALL ADVISORY SIGNS AND GIVE THE MOTORIST A MINIMUM OF 7 DAYS NOTICE OF THE STREET CLOSURE. THE CONSTRUCTION INSPECTOR AFTER BEING NOTIFIED WILL CONTACT THE TRAFFIC ENGINEERING OFFICE TO MAKE THE NECESSARY ARRANGEMENTS.
  - CONTRACTOR TO PREPARE A TEMPORARY TRAFFIC CONTROL PLAN BEFORE OVERLAYING ASPHALT PAVEMENT AT SANDMAN AND BARTLETT AVE. INTERSECTION.
- GENERAL NOTES TO CONTRACTORS:**
- LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZE OF ALL UNDERGROUND UTILITIES AND STRUCTURES AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
  - 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
  - ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING. BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.
  - REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES.

POSTED SPEED (MPH)	"X" SIGN SPACINGS (FEET)
30 OR LESS	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800

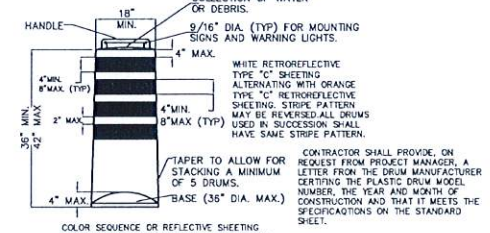
Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTD) describes pre-qualified products and their sources and may be obtained by contacting:  
Standards Engineer  
Traffic Operations Division-TE  
Texas Department of Transportation  
125 East 11th Street  
Austin, Texas 78701-2483  
Phone (512) 416-3120  
Fax (512) 416-3299

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

- NOTES:**
- Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
  - Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
  - Cones used only for daytime operations do not require the reflectorized bands.
  - Cones used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
  - When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.

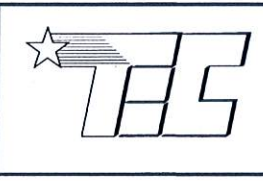
- Reflectorization of cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
- Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands. The reflectorized bands shall be retroreflective type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
- One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
- Cones or tubular markers used on each project shall be of the same size and shape.
- The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.



DATE:	REVISIONS / DESCRIPTIONS



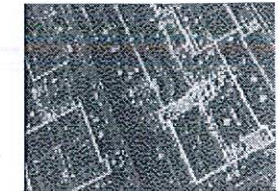
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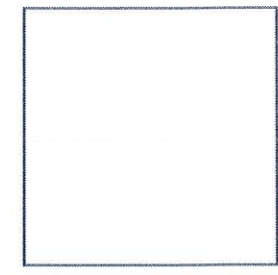
**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
PH. (956) 791-1220 e-Mail: teceng@sbctglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
TRAFFIC CONTROL PLAN

DRWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EN587
FILE NAME: P:\EN\CLARK\CLARK\CP\6.1
SHEET
6.1 of 6.1



**SIERRA CONSULTANTS**  
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PROJECT: CLARK CAR WASH

LOCATION: LAREDO, TX

PLAN NAME: GENERAL NOTES

REV.	DESCRIPTION	DATED

PROJECT: L 18-094

DATE: 4/16/19

DRAWN: ER

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

REVISD: EP

SHEET: S1.1

### I. GENERAL NOTES

- ALL CONSTRUCTION INCLUDING MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE PROVISIONS OF THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE AND STANDARDS REFERENCED THEREIN.
- ALL ASTM STANDARDS LISTED HEREIN SHALL BE AS REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ARCHITECT AND STRUCTURAL ENGINEER SHALL IMMEDIATELY BE NOTIFIED IN WRITING OF ANY DISCREPANCIES UNTIL A SOLUTION IS GIVEN BY THE ARCHITECT OR STRUCTURAL ENGINEER.
- ALL DIMENSIONS AND/OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR STRUCTURAL ENGINEER WORK. SHOULD NOT BE USED UNLESS A SOLUTION IS GIVEN BY THE ARCHITECT OR STRUCTURAL ENGINEER.
- IN CASE OF CONFLICT, NOTES AND DETAILS OF THESE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES. TYPICAL DETAILS SHALL BE USED WHENEVER APPLICABLE. REFER TO SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE NOTES OR DRAWINGS.
- IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK, THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.
- WORKING DIMENSIONS SHALL NOT BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THESE STRUCTURAL DRAWINGS. SEE PARAGRAPH 3 ABOVE.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION SHIELDING AND BRACING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION.
- PIPES, DUCTS, SLEEVES OR POCKETS CHASES, BLOCK-OUTS, ETC. SHALL NOT BE PLACED IN SLABS, BEAMS, ORDERS, COLUMNS, WALLS, FOUNDATION ETC. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR SUCH ITEMS UNLESS SPECIFICALLY DETAILED ON THESE STRUCTURAL DRAWINGS. IF ANY PIPES, DUCTS, ETC. DO OCCUR THAT ARE NOT SHOWN ON THESE STRUCTURAL DRAWINGS, THE ARCHITECT AND STRUCTURAL ENGINEER SHALL BE NOTIFIED. SEE PARAGRAPH 4 ABOVE.
- ANCHOR BOLTS OR INSERTS FOR EQUIPMENT ANCHORAGE OR INSTALLATION SHALL BE DESIGNED BY A CIVIL ENGINEER OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF TEXAS AND SHALL BE SHOWN ON THE MECHANICAL OR ELECTRICAL SHOP DRAWINGS.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS THE CONTRACTOR SHALL DEFEND, HOLD, AND HOLD THE STRUCTURAL ENGINEER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE STRUCTURAL ENGINEER.
- IF ANY SUBSTITUTION IS PROPOSED BY THE CONTRACTOR, NEW CALCULATION DRAWINGS MAY HAVE TO BE PREPARED. THE DETAILS MAY HAVE TO BE ALTERED AND NEW DRAWINGS MAY HAVE TO BE SUBMITTED TO THE BUILDING DEPARTMENT. THE CONTRACTOR SHALL VERIFY THAT ALL SUBSTITUTIONS ARE APPROVED BY THE BUILDING DEPARTMENT. THE CONTRACTOR SHALL ALSO PROCESS THE REVISED PLANS REFLECTING ALL SUBSTITUTIONS THROUGH THE BUILDING DEPARTMENT.

### VI. STRUCTURAL STEEL

- ALL STRUCTURAL STEEL SHALL BE FABRICATED, ERRECTED, AND PAINTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS AMENDED TO DATE AND THE CODE OF STANDARD PRACTICE, LATEST EDITION AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION. WELDING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION AS PUBLISHED BY THE AMERICAN WELDING SOCIETY, EXCEPT THAT ALL WELDING SHALL BE DONE BY THE ELECTRIC ARC PROCESS.
- STEEL MATERIAL SHALL CONFORM TO THE FOLLOWING STANDARDS:  
 WIDE FLANGE SHAPES AND TEES: ASTM A992  
 PIPE MEMBERS: ASTM A501  
 SQUARE OR RECTANGULAR TUBULAR SHAPES: ASTM A500 GRADE B  
 PLATES, ANGLES AND CHANNELS: ASTM A572  
 BOLTS FOR STRUCTURAL CONNECTIONS: ASTM A325  
 WELDING ELECTRODES: E70XX
- WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS AND SHALL CONFORM TO THE LATEST AWS CODE.
- CONTINUOUS WELD ALL LAP AND BASE PLATE OF JOISTS.
- PLATES THAT ARE NOT SIZED SHALL BE 3/8" THICKNESS.
- DETAILED AND OR SCHEDULED CONNECTIONS HAVE BEEN DESIGNED BY STRUCTURAL ENGINEER. ANY CONNECTION NOT DETAILED OR SCHEDULED OR ALTERED FOR FABRICATION PURPOSES SHALL BE SIZED AND DETAILED FOR FABRICATOR AND SHALL BE MARKED FOR ENGINEER'S VERIFICATION. FABRICATOR SIZES AND DETAILED CONNECTIONS SHALL BE IDENTIFIED. THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE TABLES OF UNIFORM CONSTANTS, PART 2 OF THE AISC MANUAL OF STEEL CONSTRUCTION OR THE OVERLAP, SPAN AND GRADE OF STEEL SPECIFIED. THE EFFECT OF ANY CONCENTRATION LOADS MUST BE TAKEN INTO ACCOUNT.
- ALL STEEL BURIED IN THE SITE SOIL SHALL BE COATED WITH PROTECTION AGAINST THE CORROSIVE SOILS AT THE SITE.
- PIPE TO PIPE WELD SHALL BE A FILLET WELD. SIZE AS SPECIFIED ON THE DETAIL AND AS PER ANSI/AISC 311 - SECTION 9.2.
- FOR ALL SHOP AND FIELD WELDS NOT SHOWN ON DETAILS BUT REQUIRED, THEY SHALL BE 3/16" FILLET WELDS ON BOTH SIDES OF THE PIECE TO BE CONNECTED FULL LENGTH.
- BOLTED CONNECTIONS SHALL BE INSTALLED BY THE SNUG-TIGHTENED JOINT PROCEDURE AS PER AISC SECTION 8.1 AND INSPECTED BY AISC SECTION 9.1.

### II. DESIGN CRITERIA

- INTERNATIONAL BUILDING CODE (IBC) 2015 EDITION
- DESIGN LOADS PER SECTION 1606
  - A. LIVE LOADS PER SECTION 1607
  - B. ROOF LIVE LOADS PER SECTION 1603.1.3
  - C. ROOF SNOW LOADS PER SECTION 1603.1.3 - NOT APPLICABLE
  - D. WIND LOADS PER SECTION 1609 & CHAPTER 29, AS CASES 1 TO 10
    - 1. BASIC WIND SPEED: 115 MPH (SECTION 26.1)
    - 2. WIND DIRECTIONALITY FACTOR: K<sub>d</sub> (SECTION 26.2)
    - 3. EXPOSURE CATEGORIES: B (SECTION 26.3)
    - 4. TOPOGRAPHIC FACTOR: K<sub>t</sub> (SECTION 26.4)
    - 5. GUST EFFECT FACTOR: G (SECTION 26.5)
    - 6. ENCLOSURE CLASSIFICATION: (SECTION 26.6)
    - 7. INTERNAL PRESSURE COEFFICIENT (ICP): (SECTION 26.11)
    - 8. COMPONENT & CLADDING (C/C): (SECTION 30)
- SEISMIC DESIGN REQUIREMENTS PER SECTION 1601 AND AS CASES 1 TO 10 CHAPTER 17.
- FLOOR LOADS PER SECTION 1603. REFER TO THE CIVIL DRAWING ELEVATION REFERENCED TO THE DATUM ON THE COMMUNITY FLOOD MAP AS FOR ANY PERTAINING FLOOD ZONE RESTRICTIONS.

### III. GENERAL NOTES FOR SITE PREPARATION

- REFER TO CIVIL AND ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATION.
- REMOVE VEGETATION, ORGANIC DEBRIS AND LOOSE SOILS FROM THE BUILDING AREA AND AT LEAST THREE (3) FEET BEYOND THE STRUCTURE LIMITS. THE STRUCTURE LIMITS INCLUDES ANY CONCRETE, WALLS, FOUNDATIONS, ETC. THAT MAY BE ATTACHED TO THE MAIN STRUCTURE.
- THE EXPOSED SUBGRADE SHOULD BE PROTECTED WITH AT LEAST 1/2" TOP ROLLER OR EQUIVALENT EQUIPMENT TO PREVENT ANY WEAK SOFT AREAS. A QUALIFIED GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE SHALL BE PRESENT TO OBSERVE, PROTECT, AND OPERATE.
- OVEREXCAVATE AND REPLACE SOFT YIELDING ZONES IN BOTH VERTICAL AND HORIZONTAL LIMITS IN THE AREA OF THE BUILDING THAT IS TO RECEIVE FULL EARTHLY TO A DEPTH OF 8 INCHES AND MOISTURE CONTENT BETWEEN 1% OF MAXIMUM PLUS FOUR (4) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT. THE MOISTURE CONTENT SUBGRADE SHOULD THEREBE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY OBTAINED IN ACCORDANCE TO ASTM D 1557.
- IF GRADES ARE TO BE RAISED FURTHER IN ORDER TO ACHIEVE THE PIPE, THEN SELECT FILL OR BULK MEETING THE SELECT FILL CRITERIA MAY BE UNLINED ALL FILL MATERIALS SHOULD BE PLACED IN LOOSE LIFTS OF NO MORE THAN 6 INCHES EACH LIFT SHOULD BE MOISTURE CONTENTS BETWEEN 1% MINUS TWO (2) AND PLUS TWO (2) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95 PERCENT IN ACCORDANCE TO ASTM D 698.
- FILL MATERIAL SHOULD CONSIST OF MATERIALS CONFORMING TO T2007 1993 STANDARD SPECIFICATIONS FOR GRADEABLE OR HIGHWAY, STREETS AND BRIDGES. ITEM 247 FLEXIBLE BASE, TYPE A, B OR C, GRADES 1 THROUGH 4 AS AN ALTERNATIVE TO THESE FILL MATERIALS ARE CLASSIFIED AS OR: 1.5, 1.5, S, C, M, L OR COMBINATION THEREOF MAY BE USED HOWEVER, THE ALTERNATIVES SHALL HAVE A LIQUID LIMIT LESS THAN 42 AND PLASTICITY INDEX BETWEEN 5 AND 15.
- FOR ADDITIONAL INFORMATION REFER TO THE GEOTECHNICAL INVESTIGATION REPORT PREPARED BY GEOTECHNICAL ENGINEERING AND SCIENCE, INC. OF LAREDO, TX. REPORT NO. G-2000-02, DATED MAY 15, 2015.
- IF THE SOILS ENGINEER SHALL BE THE OWNER'S REPRESENTATIVE TO CONTROL THE PLACEMENT AND COMPACTED FILL. THE SOILS ENGINEER SHALL APPROVE THE SUBGRADE PREPARATION, FILL MATERIALS, METHODS OF PLACEMENT AND FINAL COMPACTED AND PROVIDE WRITTEN APPROVAL OF THE COMPLETE FILL PROCEDURE.
- GENERAL CONTRACTORS SHALL PROVIDE FILL MATERIAL APPROVAL TESTING PLUS CONTRACT TEST REPORTS AS REQUIRED BY THE GEOTECHNICAL ENGINEER TO THE OWNER, ARCHITECT AND ENGINEER FOR RECORD AND COMPLIANCE.

### IX. STRUCTURAL OBSERVATIONS

- JOB SITE OBSERVATION BY THE PROFESSIONAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONSIST OF VISUAL OBSERVATIONS OF MATERIALS, EQUIPMENT OR CONSTRUCTION WORK FOR THE PURPOSE OF ASCERTAINING THAT THE WORK IS IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACTOR DOCUMENTS AND WITH THE DESIGN INTENT. SUCH OBSERVATIONS SHALL NOT BE RELIED ON BY OTHERS AS ACCEPTANCE OF THE WORK. NOR SHALL IT BE CONSTRUED TO RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS OBLIGATIONS AND RESPONSIBILITIES.
- UNDER THE CONSTRUCTION CONTRACT, SPECIFICALLY BUT WITHOUT LIMITATION, OBSERVATIONS BY THE DESIGN PROFESSIONAL TO ASSUME RESPONSIBILITY FOR THE MEANS OR THE METHODS OF CONSTRUCTION NOR FOR SAFETY ON THE JOB SITE.
- JOB SITE OBSERVATION SHALL BE PERFORMED ON A PERIODIC BASIS AT THE STRUCTURAL ENGINEER'S DISCRETION AND IS NOT INTENDED TO BE CONTINUOUS OR TO BE AN EXHAUSTIVE OR AN COMPREHENSIVE NATURE UNLESS OTHERWISE AGREED UPON IN WRITING WITH THE CLIENT AND SHALL BE TREATED AS ADDITIONAL SERVICES.
- ALL STRUCTURAL OBSERVATION REQUESTS SHALL BE REQUESTED AT LEAST 48 HOURS PRIOR TO OBSERVATIONS. RETURN TRIPS NECESSITATED FOR OBSERVATIONS NON-COMPLYING WORK WILL BE CHARGED DIRECTLY TO GENERAL CONTRACTOR BY SIERRA CONSULTANTS, INC. THIS SHALL INCLUDE TRIP CHARGES FOR SCHEDULE OBSERVATIONS WHEN THE GENERAL CONTRACTOR'S IS NOT READY WITH SCHEDULED WORK.

### IV. CONCRETE WORK

- VERIFY ALL DIMENSIONS COORDINATE WITH THE ARCHITECTURAL PLAN PRIOR TO CONSTRUCTION AND NOTIFY THE ARCHITECT AND/OR THE ENGINEER OF ANY DISCREPANCIES.
- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS, AC 308 AND AC 301.
- ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS AND ALL ACCESSORIES UNLESS OTHERWISE NOTED SHALL BE IN ACCORDANCE WITH THE AIA MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE, AC 318 LATEST EDITION.
- THE MINIMUM 28 DAY CYLINDER STRENGTH SHALL BE AS FOLLOWS:
 

CONCRETE TYPE	DESIGN STRENGTH	MINIMUM SLUMP	MAXIMUM AGGREGATE	MAXIMUM AIR CONTENT	MAXIMUM AIR ENTR.	NO. AIR ENTR.
GRADE BEAMS FOUNDATIONS	3000 PSI	4"	1 1/2"	0.1	0.6	
SLAB ON GRADE	3000 PSI	4"	1"	0.4	0.6	
RETAINING WALLS	3000 PSI	4"	1"	0.4	0.6	
- ALL MIXES SHALL HAVE MINIMUM OF 8 BAGS OF CEMENT PER CUBIC YARD REGARDLESS OF STRENGTH OBTAINED.
- ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A 615 GRADE 60 SPECIFICATIONS.
- FIELD WORK TO BE PERFORMED AS PER AC 318 FIELD REFERENCE MANUAL.
- CONSTRUCTION JOINTS SHALL BE INSTALLED AS SHOWN AND DETAILED ON DRAWINGS OR AS APPROVED BY THE ENGINEER.
- PROVIDE REBAR SUPPORTS AS REQUIRED TO MAINTAIN ALIGNMENT AND CLEAR COVER AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- ALL CONDUIT AND PUMPING LINES SHALL BE PLACED BELOW SLAB THICKNESS AS SHOWN ON DETAILS.
- LAP SPICES AND EMBEDMENT SHALL BE AS SHOWN ON DRAWINGS.
- ALL VERTICAL PENETRATIONS ON SLABS FOR PIPING, CONDUIT DRAINS, ETC. SHALL BE PROPERLY SEALED.
- CONSTRUCTION JOINTS SHALL BE PLACED AS SHOWN ON DRAWINGS OR AS PERMITTED BY THE ENGINEER.
- ALL WELDED REBAR WHERE PERMITTED BY THE ENGINEER SHALL BE AT LEAST MELDABLE GRADE.
- CONCRETE COVER UNLESS OTHERWISE NOTED SHALL BE AS FOLLOWS:  
 EXPOSED TO WEATHER: 3 IN  
 EXPOSED TO EARTH: 2 IN  
 CONCRETE EXPOSED TO EARTH OR WEATHER: 1 1/2 IN  
 IN CONTACT WITH GROUND:  
 1. JOINT: SLAB WALLS: 2 IN  
 2. BEAMS: COLUMN PRIMARY REIN: 1 1/2 IN  
 3. OTHER CASES: 1 1/2 IN
- FLOOR SLAB SHALL BE CASTED OVER A 1/4" W/MP RETARDER OVER SUBGRADE PREPARED AS PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. TAPE ALL PENETRATIONS AND TEARS WITH A COMPATIBLE WATERPROOF TAPE.

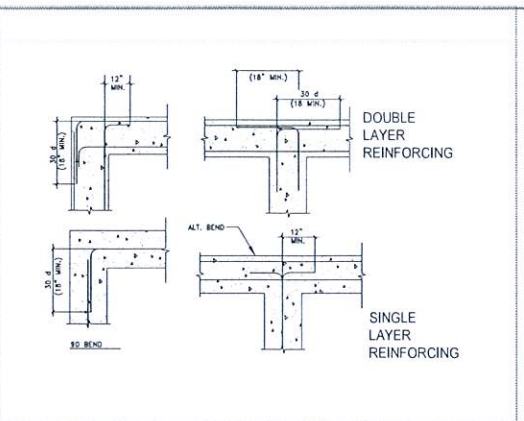
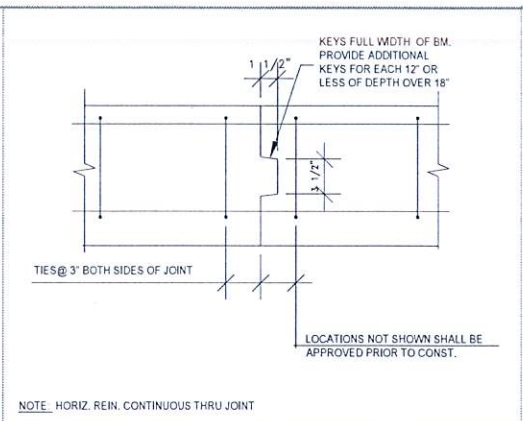
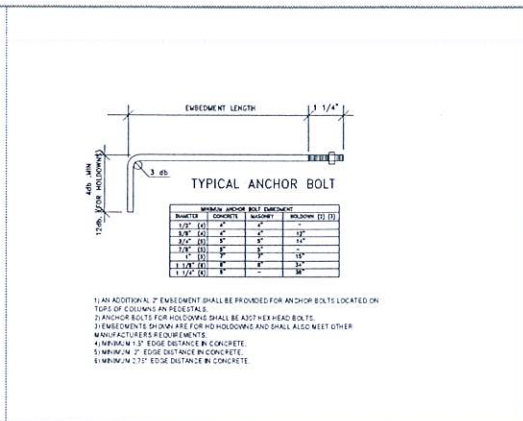
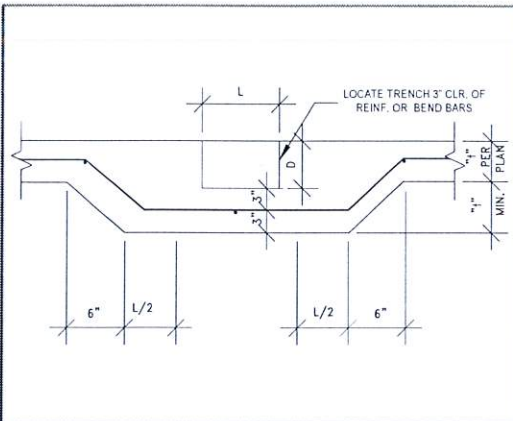
### V. REINFORCED CONCRETE MASONRY UNITS

- CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C90 OR ASTM C145, 1 IN 1900 P.S.I.
- MORTAR SHALL BE ASTM C270 TYPE "S" MIN. COMPRESSIVE STRENGTH OF 1900 P.S.I.
- TRUSS MESH REINFORCEMENT, IF USED, SHALL BE W/LL GALVANIZED # 8 OR # 6 W/LL MESH TRUSS.
- ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A615 GRADE 60 REINFORCING BARS AND SMALLER MAY BE GRADE 40.
- CONCRETE SHALL CONFORM TO ASTM C150 TYPE 1, LOW ALKALI MASONRY CEMENTS ARE NOT ALLOWED.
- UNLESS DETAILED OTHERWISE, TYPICAL VERTICAL REINFORCEMENT SHALL BE # 4 @ 48" ON CENTER AND # 11 # 4 AT JUNCTIONS OF ALL OPENINGS THREE (3) FEET AT CORNERS. PROVIDE ADDITIONAL VERTICAL REINFORCEMENT FOR SPECIAL CONDITIONS AS DETAILED. ALL VERTICAL REINFORCEMENT TO BE IN CONCRETE OR GROUT FILLED CELLS. PROVIDE DOSSLES FROM FOUNDATION, BASE, BEAM AND SPACING.
- LAP SPICES OF # 4 AND SMALLER REINFORCING STEEL SHALL BE A MINIMUM OF 48 BAR DIAMETER UNLESS OTHERWISE NOTED. LAP SPICES OF # 4 AND LARGER REINFORCING STEEL SHALL BE A MINIMUM OF 50 BAR DIAMETER UNLESS OTHERWISE NOTED.
- VERTICAL CELLS TO BE FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR UNOBSTRUCTED CONTINUOUS VERTICAL CELL.
- ALL CELLS CONTAINING VERTICAL REINFORCEMENT SHALL BE FILLED SOLIDLY WITH FRESH CONCRETE (USE MAX. AGGREGATE SIZE) OR GROUT EACH WITH A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS GROUT OR CONCRETE SHALL BE WORKABLE AND SUITABLE FOR PUMPING WITHOUT SEGREGATION AND SHALL BE THOROUGHLY MIXED GROUT OR CONCRETE SHALL BE PLACED BY PUMPING OR AN APPROVED ALTERNATE METHOD AND SHALL BE PLACED BEFORE INITIAL SET OR HARDENING OCCURS.
- ALL REINFORCING SHALL BE IN PLACE PRIOR TO PLACING CONCRETE OR GROUT. PROVIDE REBAR ALIGNMENT DEVICES AT SPECIFIED SPACING BY THE MANUFACTURER'S SPECIFICATIONS.
- ALLOW CMU WALLS TO SET AT LEAST 24 HOURS AFTER COMPLETION BEFORE GROUTING. GROUT OR CONCRETE SHALL BE CONSOLIDATED BY VIBRODICATION AFTER EXCESS MOISTURE HAS BEEN ABSORBED BUT BEFORE WORKABILITY IS LOST. THE FILLING OF ANY SECTION OF A WALL SHALL BE COMPLETED IN ONE DAY WITHOUT INTERRUPTIONS GREATER THAN ONE HOUR AND PLACED IN LAYERS OF 4 FEET MAXIMUM.
- WHERE THE CONCRETE OR GROUT POUR EXCEEDS 4 FEET IN HEIGHT, CLEANOUTS SHALL BE PROVIDED BY SUITABLE OPENINGS IN THE FACE SHELLS IN THE BOTTOM COURSE OF EACH CELL TO BE FILLED OR OTHER APPROVED LOCATIONS. THE CLEANOUTS SHALL BE SEALED AFTER INSPECTION AND BEFORE BEING FILLED.
- WHEN CELL FILLING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING THE POUR OF CONCRETE OR GROUT APPROXIMATELY 10" INCH ABOVE OR BELOW JOINT.
- END WALLS AND CROSS WALLS FORMING CELLS TO BE FILLED SHALL BE FULL BEDDED IN MORTAR TO PREVENT LEAKAGE OF CONCRETE OR GROUT UNLESS WALL IS TO BE FULLY SOLID.
- TYPICAL HORIZONTAL REINFORCEMENT SHALL BE TWO (2) # 6 CONTINUOUS IN 18" DEEP CONTINUOUS CONCRETE FILL BEDDED BELOW EACH FLOOR AND ROOF LEVEL UNLESS NOTED OTHERWISE. PROVIDE STANDARD DURAL-WALL TRUSS TYPE REINFORCING OR REVIEWED EQUIVALENT. EVERY OTHER COURSE 110" ON CENTER AND AS PER MANUFACTURERS RECOMMENDATIONS.
- WALL LENGTHS LESS THAN OR EQUAL TO FOUR (4) TIMES ITS THICKNESS SHALL BE CONSIDERED COLUMN SECTIONS AND SHALL BE REINFORCED WITH # 4 VERTICAL REINFORCING IN FILLED CELLS. PROVIDE # 4 HORIZONTAL REINFORCING THROUGH THE JOINT. PROVIDE # 4 HORIZONTAL REINFORCEMENT THROUGH THE JOINT. PROVIDE # 4 HORIZONTAL REINFORCEMENT THROUGH THE JOINT. PROVIDE # 4 HORIZONTAL REINFORCEMENT THROUGH THE JOINT.
- PROVIDE FILLED CORE SOLID AROUND ALL ANCHOR BOLTS, PLATES OR STEEL ANGLES.
- FOR SETTING ANCHOR PLATES, ANGLES OR ANY OTHER WELDED STRUCTURAL ELEMENT ON BOND BEAMS IT MUST BE DONE AFTER GROUT IS PLACED BUT WHILE IT IS STILL PLASTIC.

### VII. METAL DECK

- SHEET STEEL FOR COIL ROLLED PLUS PAINTED DECK SHALL CONFORM ASTM A36 WITH A MINIMUM YIELD STRENGTH OF 33 KSI.
- PAINTED DECK SHALL HAVE A SHOP COAT OF PRIMER APPLIED TO STEEL SHEET CONFORMING TO ASTM A 208.
- ALL DECK PANELS AND ACCESSORIES SHALL BE INSTALLED ACCORDING TO SDI MANUAL OF CONSTRUCTION.
- DECK ENDS OVER SUPPORTS SHALL HAVE A MINIMUM END BEARING OF 1 1/2" SPICES AND LAPPED JOINTS SHALL BE EXECUTE ACCORDING SDI SPECIFICATIONS.
- DECK UNITS SHALL BE ANCHORED TO STEEL SUPPORTING MEMBERS INCLUDING PERIMETER SUPPORT STEEL ANCHOR BEARING WALLS BY ARC SPOT WELDS OF EQUAL STRENGTH OR BY MEANS OF MECHANICAL FASTENERS. ALL WELDING OF DECK SHALL BE IN ACCORDANCE WITH ANSI/AISC 311 STRUCTURAL WELDING CODE FOR STEEL SHEET MECHANICAL FASTENERS EITHER POWDER ACTUATED PNEUMATICALLY DRIVEN OR BOREWIRE ARE ACCEPTABLE. SEE LIPS AND PERIMETER EDGES SHALL BE FASTENED AT INTERVALS NOT EXCEEDING 36 INCHES ON CENTER USING THE FOLLOWING METHODS:  
 A. # 10 SELF DRILLING SCREWS  
 B. DRILL OF BOTTOM PUNCH  
 C. ARC FULDER WELDS 5/16" MINIMUM VISIBLE DIAMETER
- FOR ALL NOT COVERED ISSUES REFER TO SDI STANDARD PRACTICE DETAILS AND ATTACHMENT NC2.

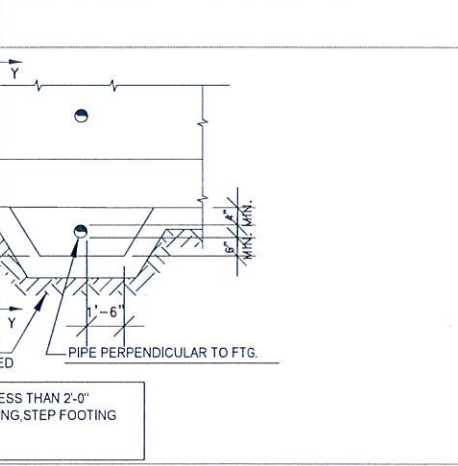
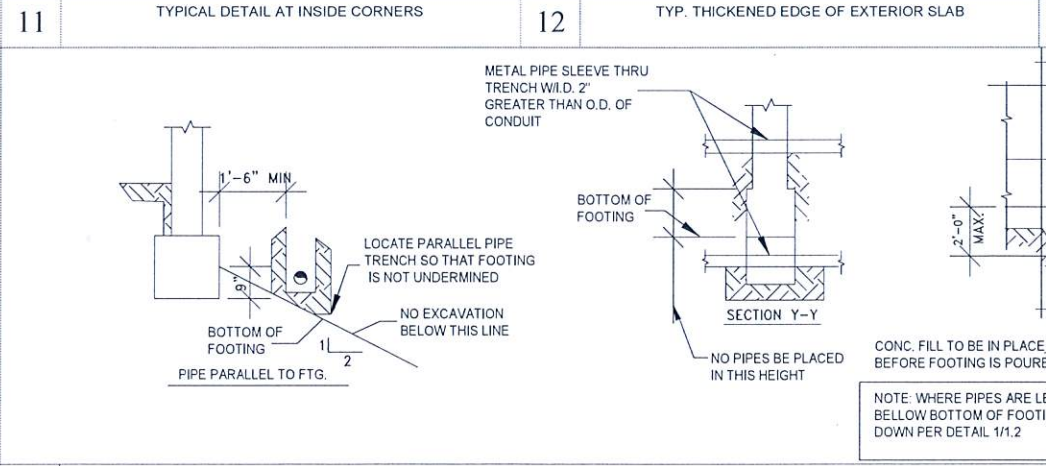
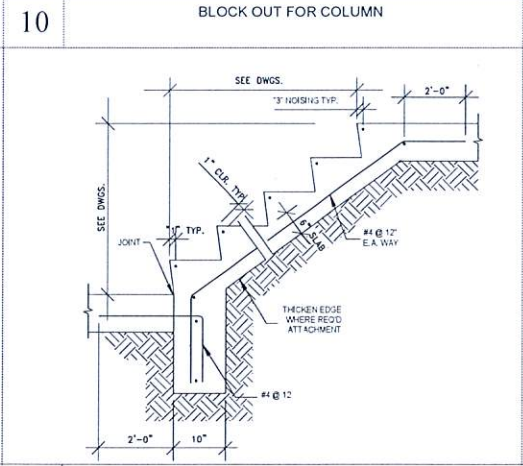
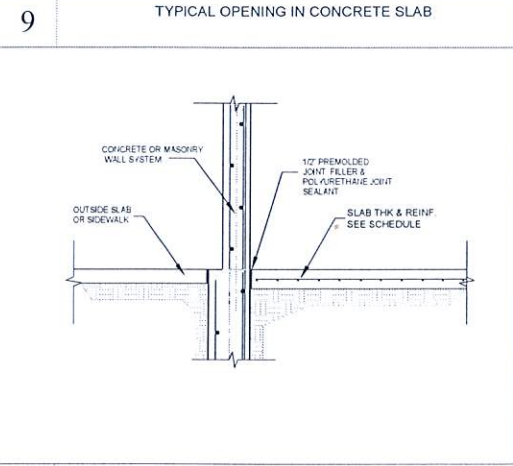
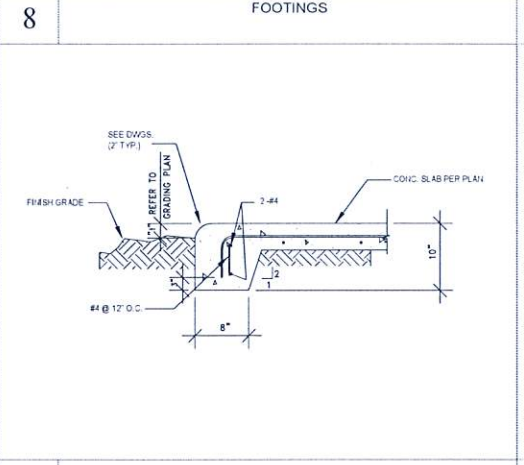
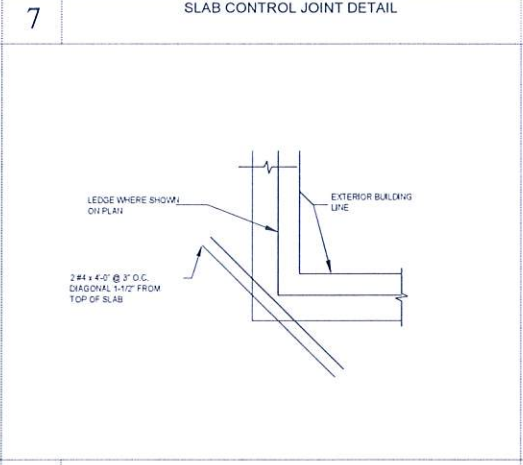
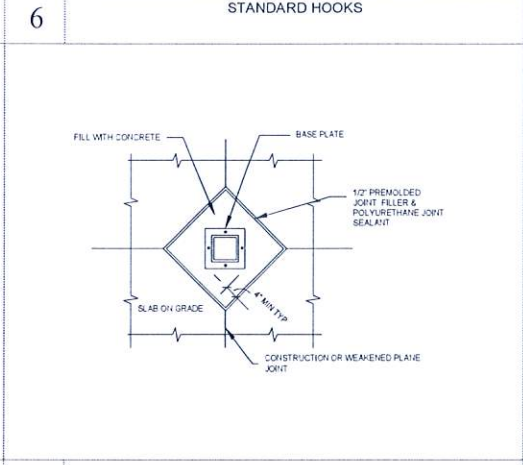
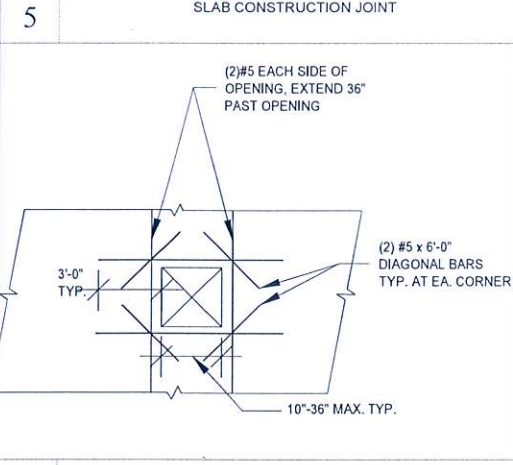
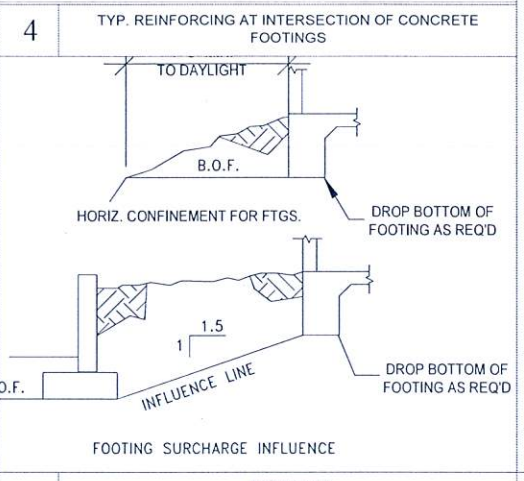
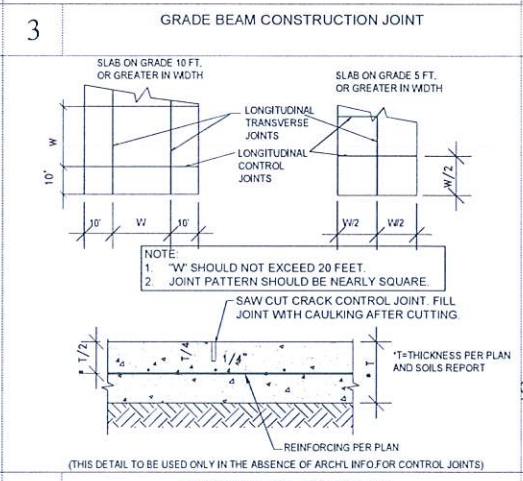
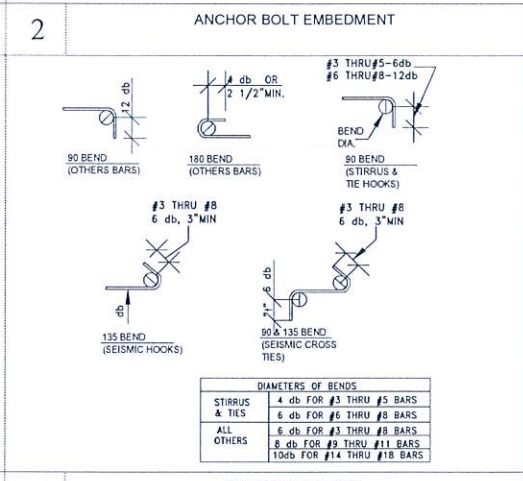
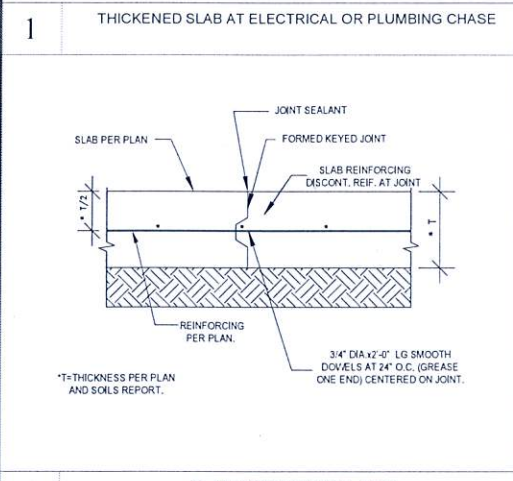




REBAR TENSION LAP SPLICES  
F<sub>y</sub>=60,000 PSI F<sub>c</sub>=3000 PSI

BAR SIZE (IN)	BAR (IN)	CLASS A LAP (IN)				CLASS B LAP (IN)			
		TOP BAR		OTHER BARS		TOP BAR		OTHER BARS	
		CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2
#3	3/8	22	32	16	26	28	42	22	32
#4	1/2	30	44	22	34	38	56	28	44
#5	5/8	36	54	28	42	46	70	36	54
#6	3/4	44	64	34	50	56	84	44	64
#7	7/8	62	94	48	72	82	122	62	94
#8	1	72	108	56	82	94	138	72	108
#9	1-1/8	80	120	62	92	104	156	80	120
#10	1-1/4	90	134	68	104	116	174	90	134
#11	1-3/4	98	148	76	114	128	192	98	148

APPLICABLE NOTES:  
1) THIS TABLE PROVIDES DEVELOPMENT LENGTHS AND LAP SPLICES FOR DEFORMED BARS IN TENSION AS PER ACI 318 SECTION 12.2.2  
2) LAP SPLICES OF DEFORMED BARS IN TENSION SHALL BE CLASS B SPLICES EXCEPT THAT CLASS A SPLICES ARE ALLOWED WHEN:  
A) THE AREA OF REINFORCEMENT PROVIDED IS AT LEAST TWICE THAT REQUIRED OVER THE ENTIRE LENGTH OF THE SPLICE AND  
B) ONE-HALF OR LESS OF THE TOTAL REINFORCEMENT IS SPLICED WITHIN THE REQUIRED LAP LENGTH.  
3) CASE 1 LENGTHS APPLY FOR CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN THE BAR DIAMETER. CLEAR COVER NOT LESS THAN BAR DIAMETER AND STARUPS OR TIES THROUGHOUT THE LENGTH NOT LESS THAN THE CODE MINIMUM OR CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN 2 TIMES BAR DIAMETER AND CLEAR COVER NOT LESS THAN BAR DIAMETER.  
4) CASE 2 LENGTHS APPLY TO ALL OTHER CASES NOT CLASSIFIED AS CASE 1.  
5) TOP BAR REINFORCEMENT IS EITHER HORIZONTAL REINFORCEMENT IS PLACED SUCH THAT MORE THAN 12 INCHES OF CONCRETE IS CAST BELOW THE DEVELOPMENT LENGTH OR SPLICE.  
6) MULTIPLY LENGTHS BY 1.05 FOR 5000 PSI CONCRETE.  
7) MULTIPLY LENGTHS BY 1.15 FOR EPOXY COATED BARS WITH COVER LESS THAN 3 BAR DIAMETERS OR CLEAR SPACING LESS THAN BAR DIAMETERS FOR ALL OTHER EPOXY COATED BARS MULTIPLY LENGTHS BY 1.2.



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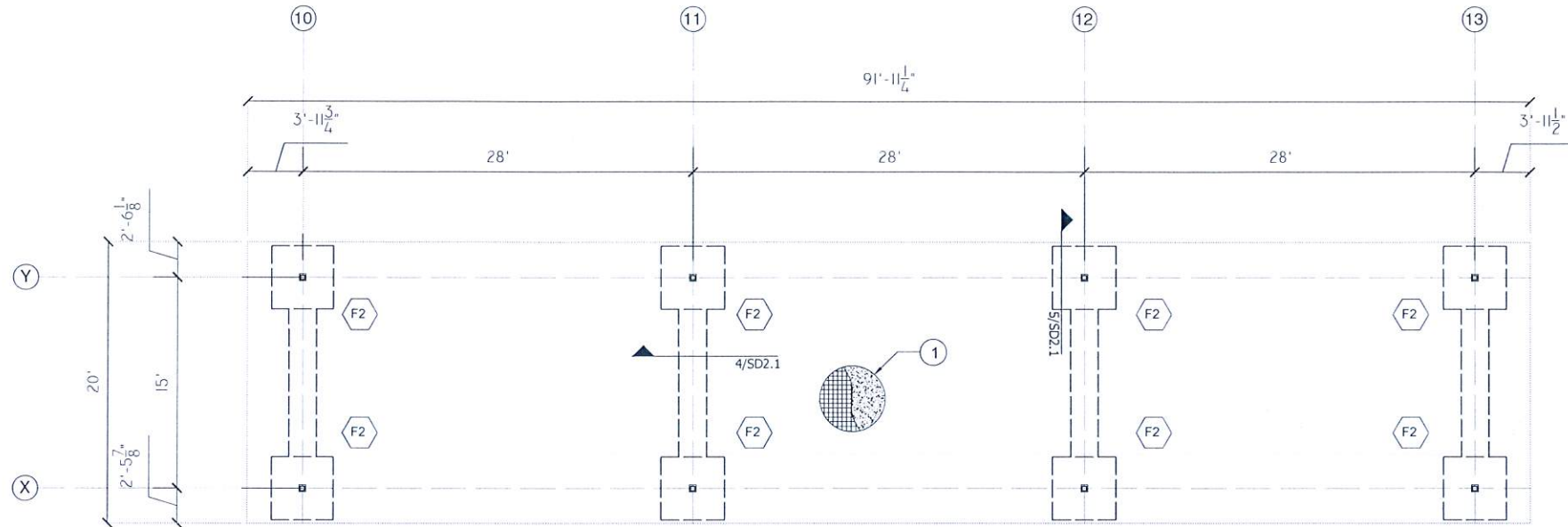
CLARK CAR WASH  
LOCATION  
LAREDO, TX  
CONCRETE TYPICAL DETAILS

REV#	DESCRIPTION	DATE

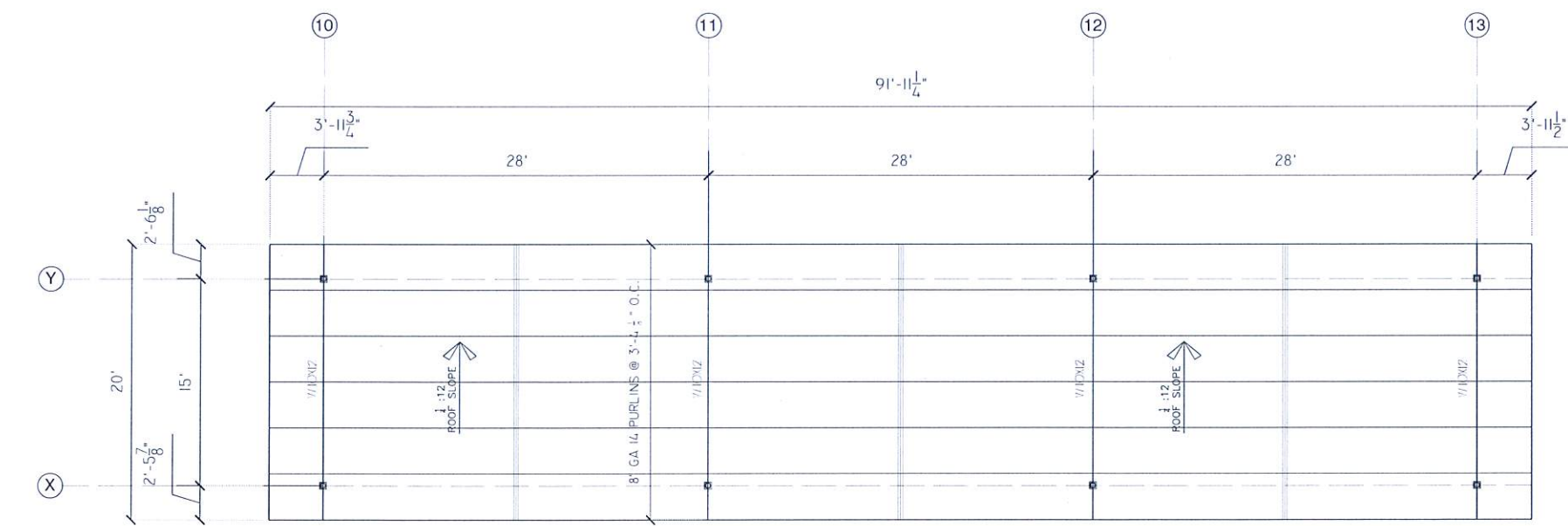
PROJECT: L 18-094  
DATE: 4/16/19  
DRAWN: ER

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

SHEET: S1.2



**1 FOUNDATION PLAN**  
SCALE  $\frac{3}{16}$ " : 1'-0"



**2 ROOF FRAMING PLAN**  
SCALE  $\frac{3}{16}$ " : 1'-0"

**FOUNDATION NOTES:**

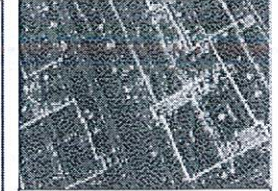
- 1 SEE SHEET S1.1 FOR GENERAL NOTES
- 2 SEE SHEET SD2.1 FOR TYPICAL DETAILS
- 3 CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL FLOOR DRAINS WEATHER OR NOT THEY ARE NOTED ON THE STRUCTURAL NOTES OR PLANS
- 4 DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE WORK COMMENCES
- 5 ABBREVIATIONS:  
CLC = CENTER LINE OF COLUMN  
FOW = FACE OF WALL  
CLW = CENTER LINE OF WALL  
CLB = CENTER LINE OF BEAM  
FFE = FINISH FLOOR ELEVATION
- 6 ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION OF 0'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.

**FOUNDATION KEYED NOTES:**

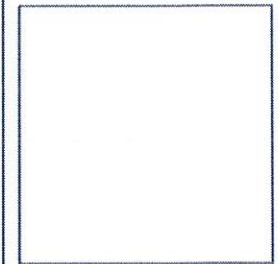
- 1 5" CONCRETE SLAB, REINFORCED WITH #4 @ 16" O.C. EACH WAY CENTERED IN CONCRETE SLAB THICKNESS OVER AN APPROVED ENGINEERED COMPACTED FILL. USE A 10 MIL VAPOR BARRIER AS LISTED ON ASTM E 1745 WITH A PERMANENCE LESS THAN 0.3 U.S. PERMS AS TESTED BY ASTM E 96.
- 2 SLAB CONTRACTION JOINT AS PER S1.2
- 3 SLAB CONSTRUCTION JOINT AS PER S1.2
- 4 SLAB POUR STOP FOR FUTURE PLUMBING INSTALLATIONS LEAVE 2'-0" #4 DOWELS TO SPLICE LATER.

**NOTE:**

STEEL FRAME SLAB HAIRPINS ARE NOT SHOWN FOR CLARITY. REF. SHEET SD2.1 FOR DETAIL.



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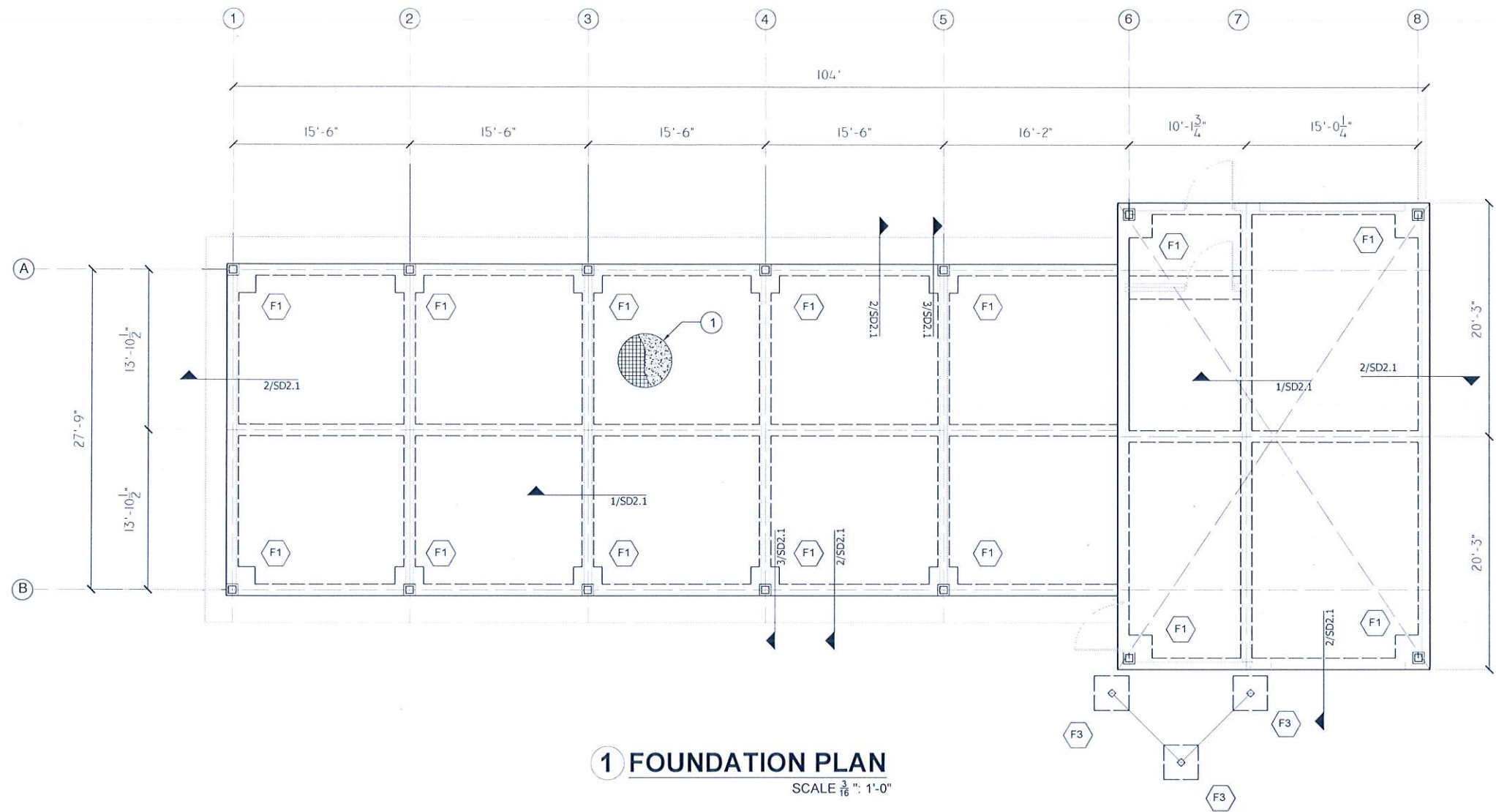


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PROJECT	CLARK CAR WASH	LAREDO, TX
	PLAN NAME FOUNDATION & ROOF FRAMING PLAN	

REV.	DESCRIPTION	DATED

PROJECT: L 18-094		SHEET: <b>S2.1</b>	
DATE: 4/16/19	SCALE: 3/16" = 1'-0"	<b>S2.1</b>	
DRAWN: ER	REVISED: ER		



**1 FOUNDATION PLAN**  
SCALE:  $\frac{3}{16}$ " = 1'-0"

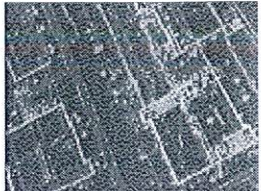
**FOUNDATION NOTES:**

1. SEE SHEET S1.1 FOR GENERAL NOTES
2. SEE SHEET SD2.1 FOR TYPICAL DETAILS
3. CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL FLOOR DRAINS WEATHER OR NOT THEY ARE NOTED ON THE STRUCTURAL NOTES OR PLANS
4. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE WORK COMMENCES
5. ABBREVIATIONS:  
 CLC = CENTER LINE OF COLUMN  
 FOW = FACE OF WALL  
 CLW = CENTER LINE OF WALL  
 CLB = CENTER LINE OF BEAM  
 FFE = FINISH FLOOR ELEVATION
6. ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION OF 0'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION

**FOUNDATION KEYED NOTES:**

1. 5" CONCRETE SLAB, REINFORCED WITH #4 @ 18" O.C. EACH WAY CENTERED IN CONCRETE SLAB THICKNESS OVER AN APPROVED ENGINEERED COMPACTED FILL. USE A 10 MIL VAPOR BARRIER AS LISTED ON ASTM E 1745 WITH A PERMEANCE LESS THAN 0.3 U.S. PERMS AS TESTED BY ASTM E 96.
2. SLAB CONTRACTION JOINT AS PER S1.2.
3. SLAB CONSTRUCTION JOINT AS PER S1.2.
4. SLAB POUR STOP FOR FUTURE PLUMBING INSTALLATIONS LEAVE 2'-0" #4 DOWELS TO SPLICE LATER.

**NOTE:**  
STEEL FRAME SLAB HAIRPINS ARE NOT SHOWN FOR CLARITY, REF. SHEET SD2.1 FOR DETAIL.



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CLARK CAR WASH	LAREDO, TX
FOUNDATION PLAN	

REV#	DESCRIPTION	DATED

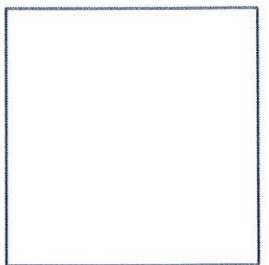
PROJECT: L 18-094		SHEET: S2.2	
DATE: 4/16/19	SCALE: 3/16" = 1'-0"	DRAWN: ER	REVISED: ER



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PROJECT	CLARK CAR WASH	LAREDO, TX
	PLAN NAME ROOF FRAMING PLAN	

REV#	DESCRIPTION	DATED

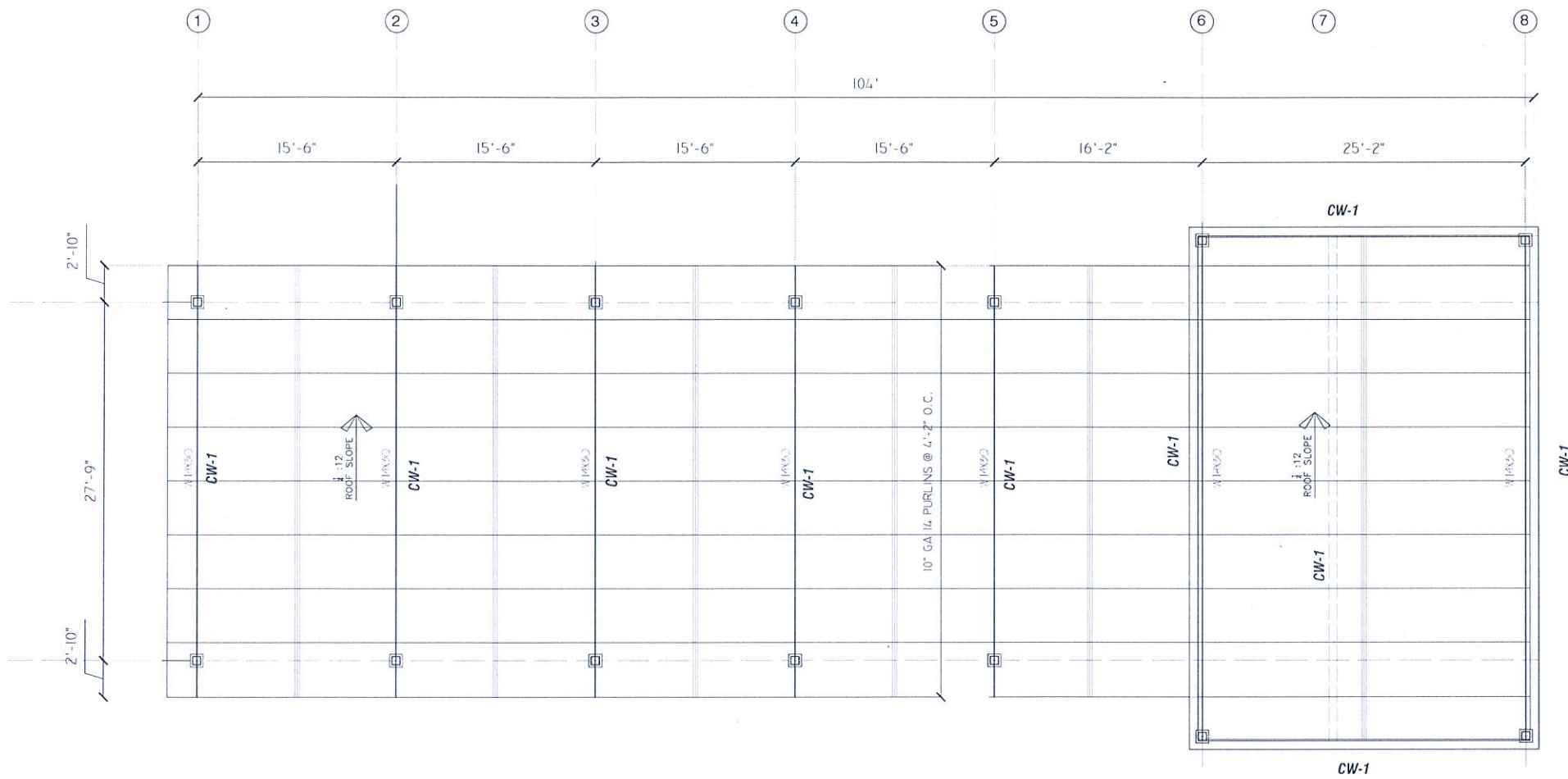
PROJECT:	L 18-094	SHEET:	<b>S3.1</b>	
DATE:	4/16/19	SCALE:		3/16" = 1'-0"
DRAWN:	ER	REVISED:		ER

**ROOF FRAMING NOTES:**

- SEE SHEET S.1 FOR GENERAL NOTES.
- SEE SHEET SD.1 FOR TYPICAL DETAILS.
- DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO DESIGNER/ENGINEER BEFORE WORK COMMENCES.
- WALL LEGEND:  
 INDICATES EXTERIOR WALL  
 INDICATES INTERIOR WALL
- ABBREVIATIONS:  
 CLC = CENTER LINE OF COLUMN  
 FOW = FACE OF WALL  
 CLW = CENTER LINE OF WALL  
 CLB = CENTER LINE OF BEAM  
 FFE = FINISH FLOOR ELEVATION
- ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION 0'-0". IN LACK OF A SITE PLAN THE GENERAL CONTRACTOR SHALL VERIFY EXISTING PAD ELEVATIONS FOR FINAL SLAB ELEVATION.
- ALL WELDS NOT CALLED OR INDICATED ON DETAILS SHALL BE 3/16" FILLETS.

**KEYED STEEL FRAMING NOTES:**

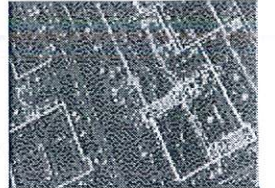
- 24 GA. STANDING SEAMED METAL ROOF SYSTEM WBATT INSULATION UNDERNEATH. ANCHORS AND HARDWARE AS PER MANUFACTURER'S SPECIFICATIONS.
- 2" STRAP PURLIN BRIDGING ON DIAGONAL FORMATION WITH 2-1/2" - 14 X 7/8" TEK SCREWS @ EACH PURLIN FACE.
- DIAGONAL BRACING WITH 3/8" DIA. HS STRANDED WIRE & TURNBUCKLES ATTACHED TO COLUMN BY MEANS OF 3/8" PLATE ANCHORS.



**1 ROOF FRAMING PLAN**  
SCALE 3/16" = 1'-0"

CMU WALL REINFORCEMENT SCHEDULE				
WALL TYPE	T	REINFORCEMENT	SPEC. INSP.	NOTES
CW-1	F	#5 (2) @ 12" O.C., 2#4 - (1) @ 48" O.C.	NO	

1  
2



**SIERRA CONSULTANTS**

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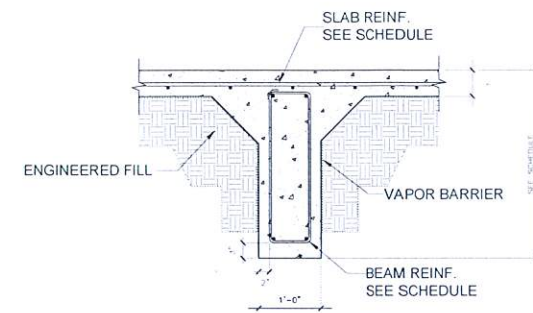
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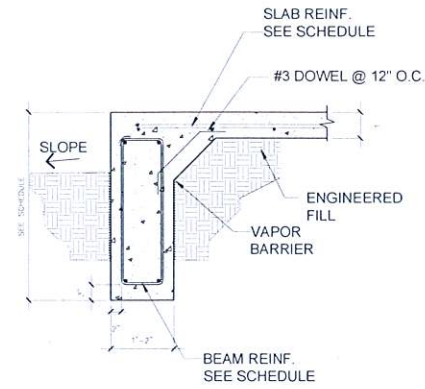
PROJECT CLARK CAR WASH	LOCATION LAREDO, TX
	PLAN NAME FOUNDATION DETAILS

REV#	DESCRIPTION	DATE

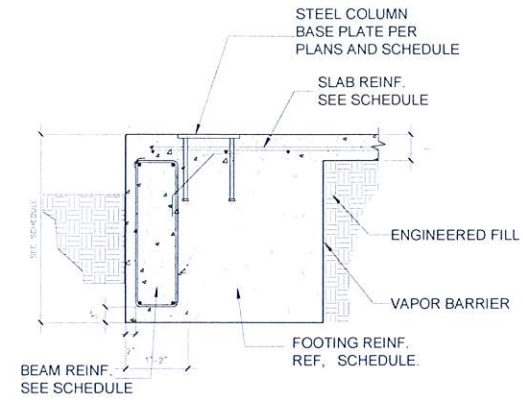
PROJECT: L 18-094	SHEET: <b>SD2.1</b>
DATE: 4/16/19	SCALE: 3/8" = 1'-0"
DRAWN: ER	REVISED: ER



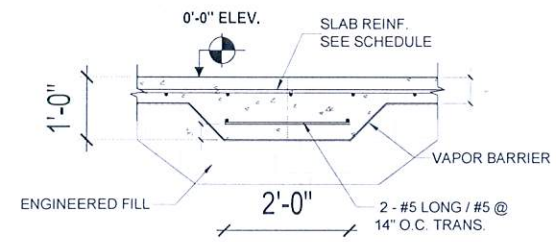
1 INTERIOR BEAM DETAIL



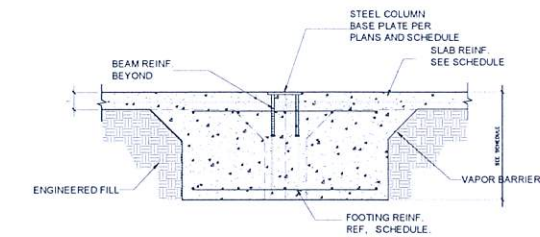
2 EDGE BEAM DETAIL



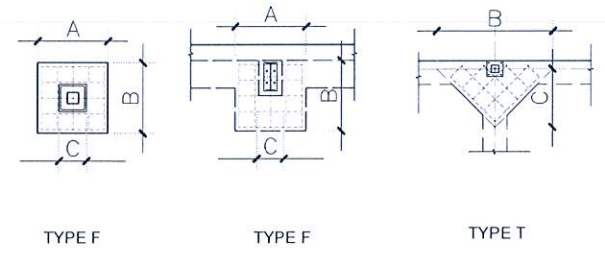
3 EDGE BEAM WITH COLUMN DETAIL



4 LOW WALL FOUNDATION DETAIL

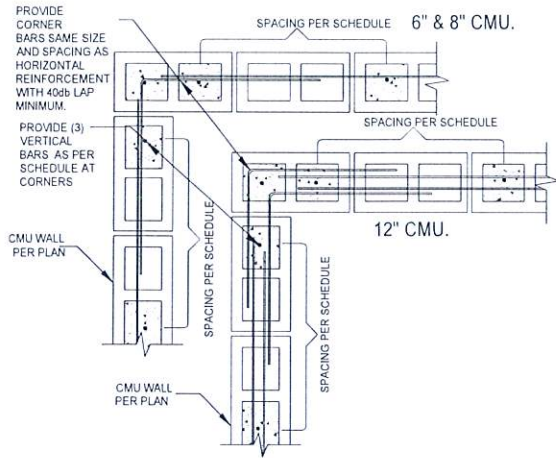


5 COLUMN FOUNDATION DETAIL

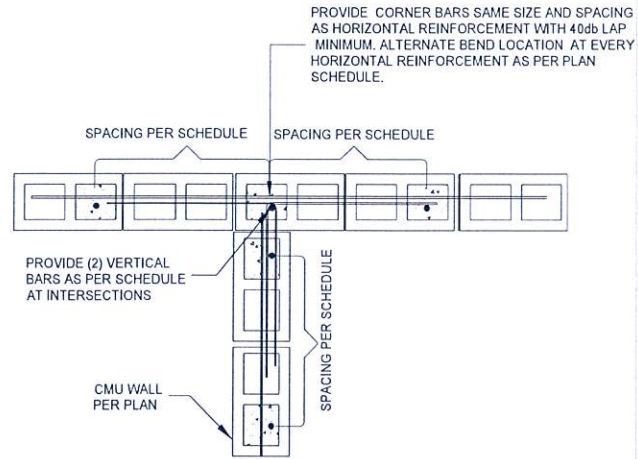


FOOTING SCHEDULE

FOOTING SCHEDULE					
TYPE	A	B	C	D	REINFORCING
T1	4'-0"	2'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
T2	4'-0"	2'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
C1	3'-0"	3'-0"	2'-8"	3'-0"	3#5 TOP & BOT EW
C2	5'-0"	5'-0"	3'-0"	3'-0"	3#5 TOP & BOT EW
F1	2'-6"	2'-6"	3'-0"	3'-0"	3#5 TOP & BOT EW
F2	4'-0"	4'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
F3	3'-0"	3'-0"	1'-6"	3'-0"	3#5 TOP & BOT EW



3 BOND BEAM CORNER DETAILS



4 CMU INTERSECTION DETAIL

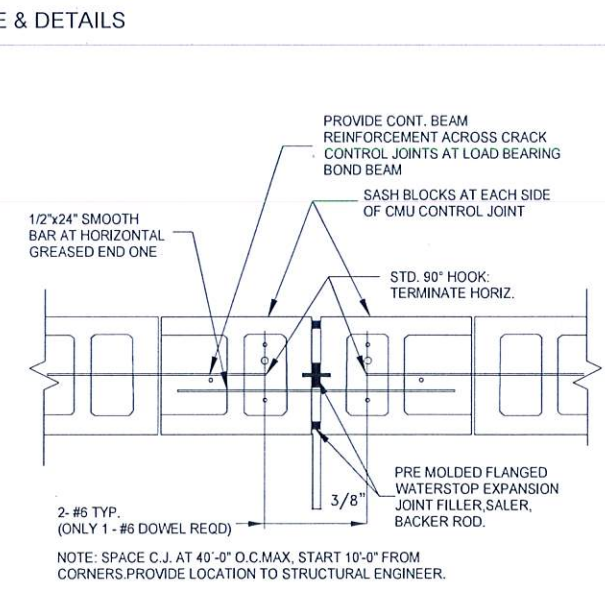
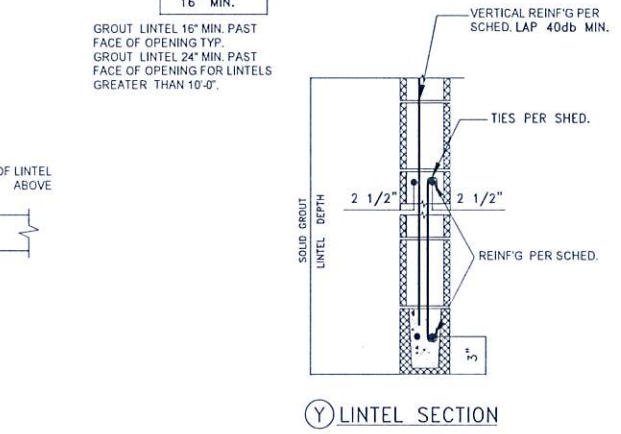
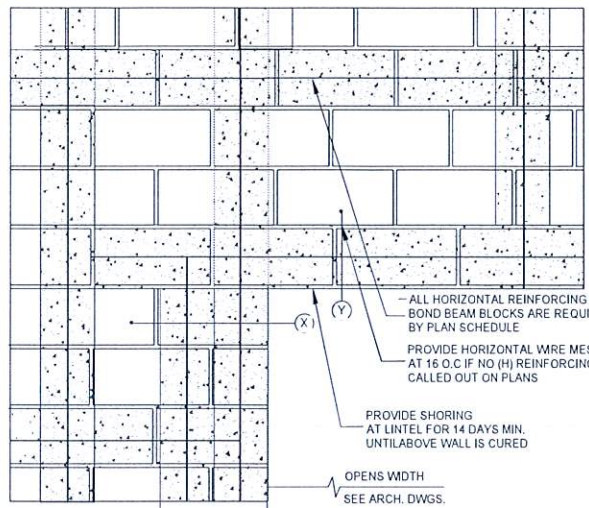
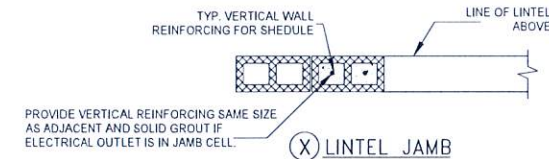
LINTEL SCHEDULE					
TYPICAL LINTELS AT NON-BEARING WALLS					
MARK	MAX. CLEAR SPAN	WIDTH	DEPTH	REINFG (HORIZ.)	REMARKS
LN1	3'-4"	8"	8"	(1) #5	
LN2	6'-8"	8"	16"	(2) #5(1) #6	
LN3	3'-4"	8"	8"	(1) #5	
LN4	8'-8"	8"	16"	(2) #5(1) #6	
LN5	8'-0"	8"	24"	(2) #5(1) #6	
LN6	10'-0"	8"	24"	(2) #5(1) #6	
LN7	3'-4"	12"	8"	(2) #5	
LN8	6'-8"	12"	16"	(2) #5(1) #6	
LN9	8'-0"	12"	24"	(2) #5(1) #6	
LN10	10'-0"	12"	24"	(2) #5(1) #6	

LINTEL SCHEDULE						
TYPICAL LINTELS AT LOAD-BEARING WALLS						
MARK	MAX. CLEAR SPAN	WIDTH	DEPTH	REINFG (HORIZ.)	REINFG (SHEAR)	REMARKS
LN11	3'-4"	8"	16"	(2) #5(1) #6	USE #3 @ 8" O.C.	
LN12	6'-8"	8"	16"	(2) #5(1) #6	USE #3 @ 8" O.C.	
LN13	8'-0"	8"	24"	(2) #5(1) #6	USE #3 @ 16" O.C.	
LN14	10'-0"	8"	32"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses
LN15	12'-4"	8"	32"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses
LN16	16'-0"	8"	40"	(2) #5(1) #6	USE #3 @ 16" O.C.	
LN17	3'-4"	12"	8"	(2) #5	USE #3 @ 8" O.C.	
LN18	6'-8"	12"	16"	(2) #5(1) #6	USE #3 @ 8" O.C.	
LN19	8'-0"	12"	24"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses
LN20	10'-0"	12"	32"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses
LN21	12'-0"	12"	40"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses
LN22	22'-8"	12"	64"	(2) #5(1) #6	USE #3 @ 16" O.C.	2 bars in 2 courses

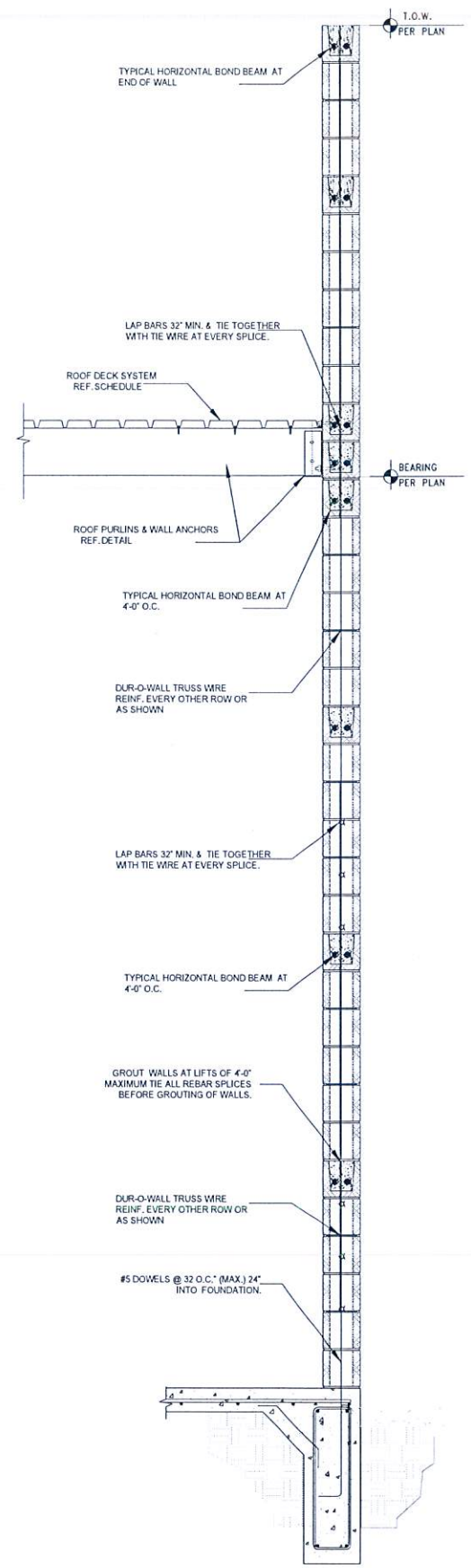
\*LOCATE FIRST STIRRUP AT 1/2 OF THE REQUIRED SPACING AWAY FROM THE FACE OF WALL SUPPORT (I.E. AT 8" O.C. SPACING. LOCATE 1ST STIRRUP NOT FURTHER THAN 4" FROM THE FACE OF WALL).

\*\*SPECIAL INSPECTION REQUIRED BY STRUCTURAL ENGINEER OF RECORD.

\*\*\*SOLID GROUT FULL DEPTH.



5 CMU CONTROL JOINT DETAIL



1 EXTERIOR WALL SECTION

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PROJECT: CLARK CAR WASH  
 LOCATION: LAREDO, TX  
 PLAN NAME: CMU FRAMING DETAILS

REV.	DESCRIPTION	DATE

PROJECT: L 18-094  
 SHEET: SD4.1  
 DATE: 4/16/19  
 SCALE: 1/4" = 1'-0"  
 DRAWN: EP  
 REVISED: EP

**CLARK CAR WASH**  
**XXXX CLARK**  
**LAREDO, TX 78043**

REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO. ENG 18.032  
 DATE: NOVEMBER 15, 2018  
 SCALE: SEE PLAN

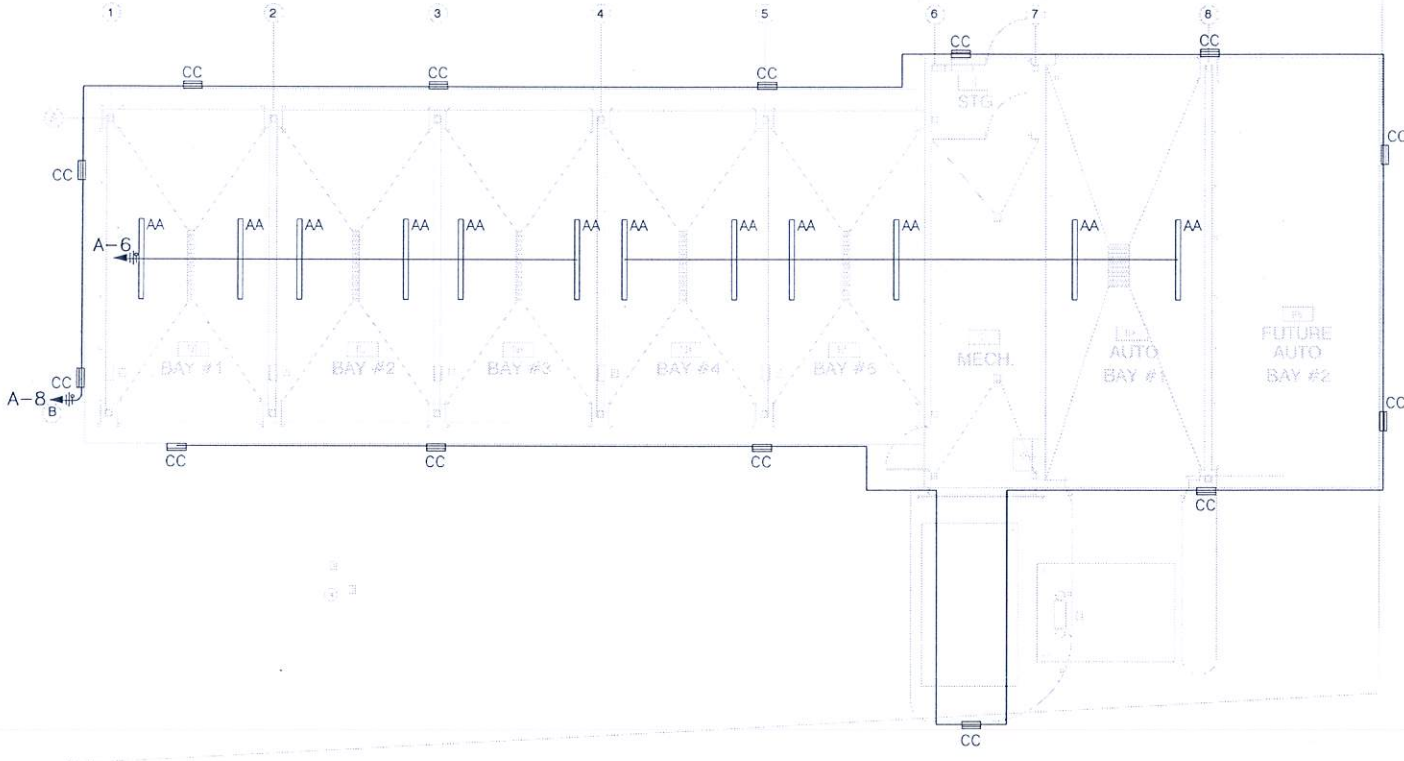
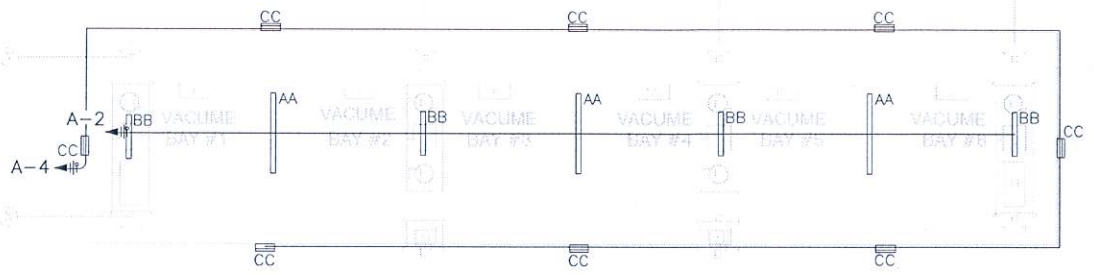
SHEET NAME:

SHEET NUMBER:  
**E1.1**

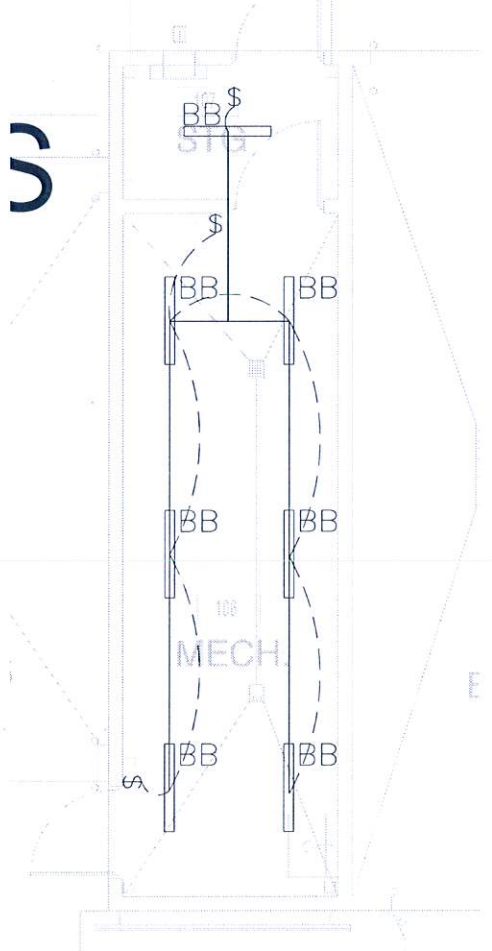
LIGHTING FIXTURE SCHEDULE					
TYPE	LOCATION / USE	DESCRIPTION	MOUNTING	LAMPS	VOLTS
AA	BAY LIGHTING	1X8 LED SEALED LIGHTS RATED FOR WET LOCATION	CUSTOM	40W	120
BB	SELF-SERVE VACUUM LIGHTING	1X4 LED SEALED LIGHTS RATED FOR WET LOCATION	CUSTOM	40W	120
CC	WALL PACK	LED WALL PACK	WALL	75W	120
DD	---	---	---	---	---
X1	EXIT DOORWAY	EXIT LIGHTING	---	---	---
--	---	---	---	---	---
--	---	---	---	---	---

**GENERAL ELECTRICAL NOTES**

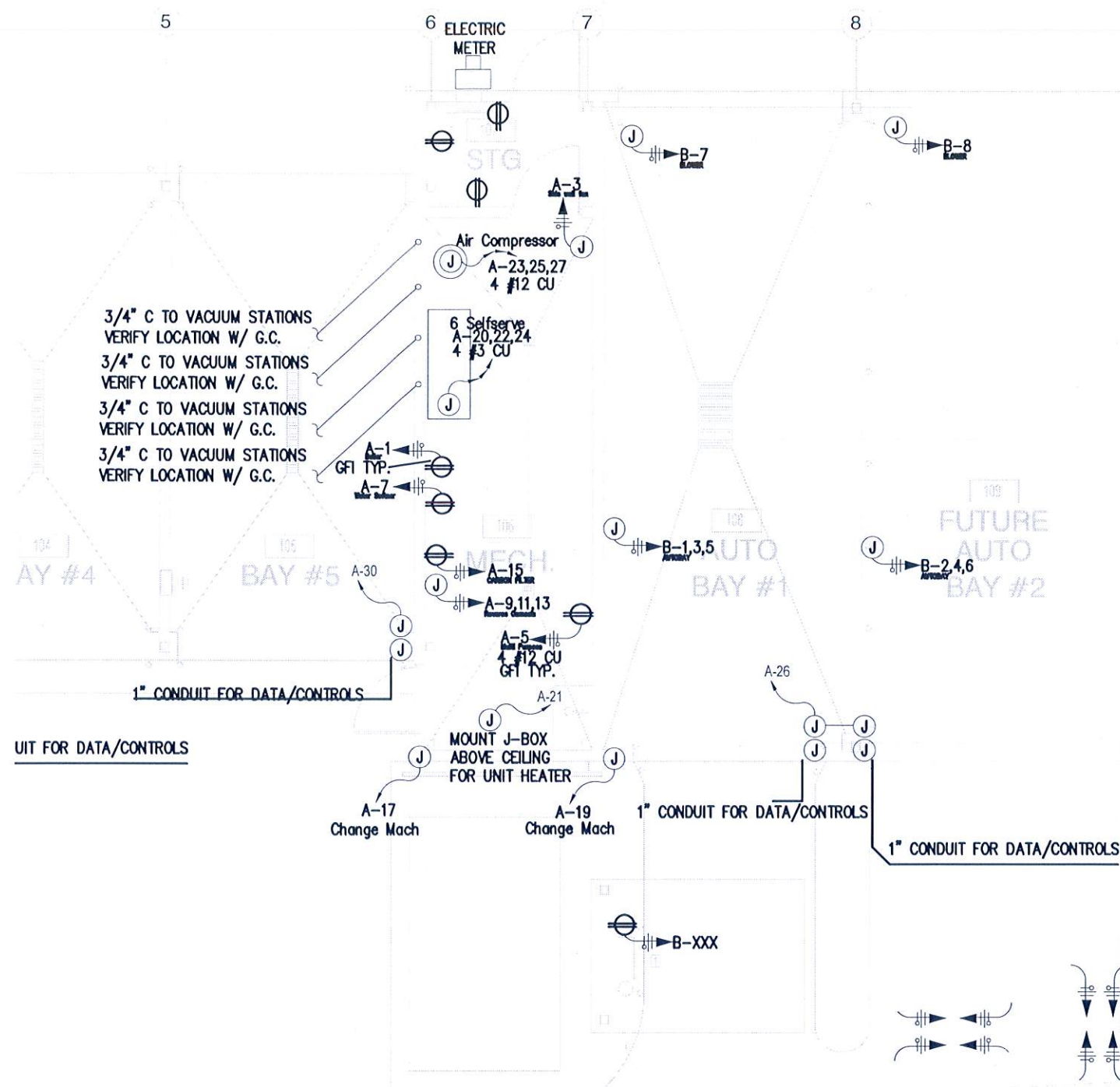
- IT IS THE SOLE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO MEET ALL APPLICABLE ELECTRICAL BUILDING CODES. THE EQUIPMENT MANUFACTURER ASSUMES NO RESPONSIBILITY FOR MEETING THESE REQUIREMENTS.
- J8 AND J13 ARE TO BE LOCATED OUTSIDE THE BUILDING. THEY REQUIRE CONDUIT BROUGHT THROUGH THE WALL TO THE GENERAL AREA AS DIMENSIONED AND TERMINATED WITH A 90 DEGREE ELBOW POINTING DOWN. USE 1/2" SEALTIGHT CONNECTORS TO CONNECT ELBOW TO EQUIPMENT AT INSTALLATION.
- JUNCTION BOXES J21, J22, J23 AND J24 ARE SENSOR HOUSINGS FOR OPTIONAL DOOR PACKAGE HOUSINGS AND ARE RECOMMENDED TO BE LOCATED OUTSIDE OF THE BUILDING. HOUSINGS MAY REQUIRE A STANDOFF IF NOT MOUNTED TO THE BUILDING.
- STUB UP CONDUITS 1 AND 2 TO 6" ABOVE WASH BAY FLOOR.
- CONDUITS ENTERING ON TOP OF JUNCTION BOXES WILL VOID ANY WARRANTIES.
- UNLESS OTHERWISE SPECIFIED, ALL CONDUITS ARE 3/4" DIAMETER.
- CONDUIT SIZES ARE SUBJECT TO CHANGE TO MEET LOCAL BUILDING CODES.
- JUNCTION BOXES J5, J17, J18, J10 AND J8 ARE TO BE LOCATED APPROXIMATELY 110" ABOVE FINISH FLOOR TO THE BOX BOTTOM.
- J19 IS MOUNTED ON BOARD THE PASSENGER AND MAY BE SUPPLIED FROM EITHER SIDE OF THE WASH BAY.
- J18 MAY NEED TO BE SUPPLIED AS A LOCKABLE BREAKER OR J18 MAY NEED TO BE A LOCAL DISCONNECT. CHECK LOCAL CODES.
- LOCATE J14 AND J20 AS SHOWN ON THE PLAN.
- FOR USE WITH LASERWIND DRYER ONLY (USE J25 INSTEAD OF J16). RUN CONDUIT 27 AND 23 STRAIGHT INTO J28.
- NO NEED FOR DOOR LOOP PAD WITH DOCKING LASERWASH 4000 SYSTEM.
- DO NOT DRILL THROUGH TOP OF ELECTRICAL BOXES.



**1 LIGHTING FLOOR PLAN**  
SCALE: 3/16" = 1'-0"



**1 LIGHTING FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**POWER KEYED NOTES**

- ① PROVIDE 4'XB' PLYWOOD FOR IDS PANEL. PROVIDE A 120V 20AMP CIRCUIT WITH A QUAD NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL BE HOMERUN WITH NO SPLICES, JUNCTIONS OR T-TAPS.
- ② PROVIDE A DEDICATED 120V 20A CIRCUIT QUAD RECEPTACLE.
- ③ PROVIDE A DEDICATED 30AMP CIRCUIT WITH A L5-30R 120VOLT RECEPTACLE. PROVIDE A DEDICATED 120V DUPLEX NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL HANG DOWN FROM CEILING ON A WHIP WITH STRAIN RELIEF.
- ④ PROVIDE A COPPER GROUNDING BUSBAR. TYPE TMGB. CONNECT TO BUILDING GROUND.
- ⑤ PROVIDE ELECTRICAL CONNECTION AND DISCONNECT FOR AHU ON CEILING.

**POWER GENERAL NOTES**

- ① ALL LIGHTING SWITCHES MUST BE MOUNTED TO MEET ADA REQUIREMENTS.
- ② CONNECT ALL EXIT LIGHTING TO CLOSEST UNSWITCHED LIGHTING CIRCUIT.

**LEC**

**LOZANO ENGINEERING & CONSULTING**

P.O. BOX 450807  
LAREDO, TEXAS 78045

TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH  
XXXX CLARK  
LAREDO, TX 78043**

REVISIONS		
REV.	DESCRIPTION	DATE

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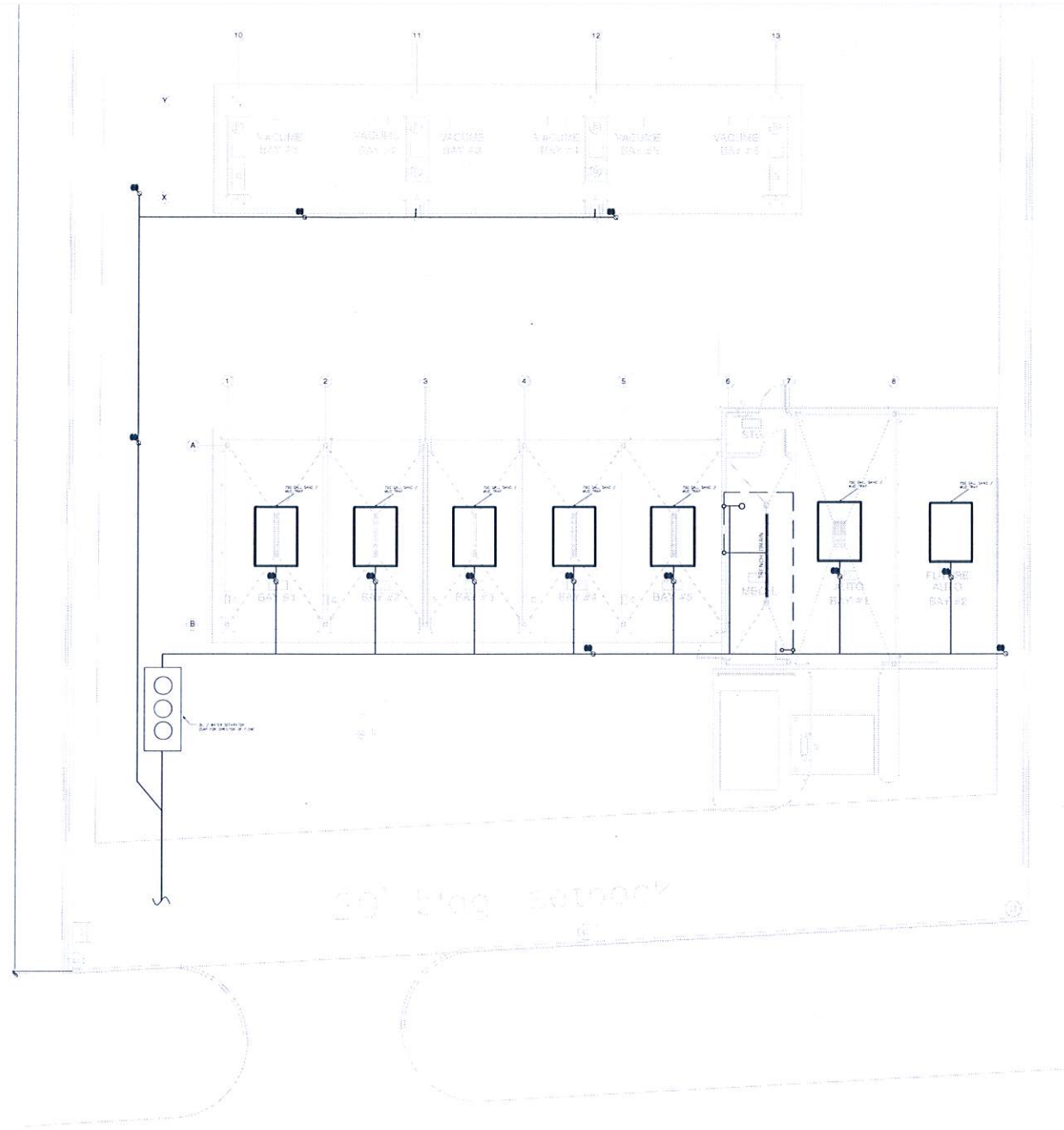
PROJ. NO.	ENG 18.032
DATE:	NOVEMBER 15, 2018
SCALE:	SEE PLAN
SHEET NAME:	

SHEET NUMBER:  
**E2.1**

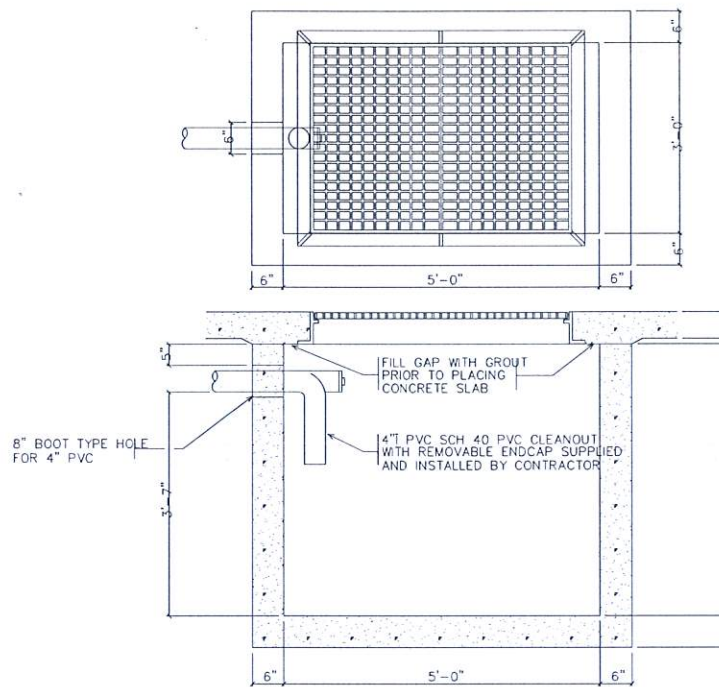
**1 POWER FLOOR PLAN MECHANICAL ROOM AND AUTO BAYS**  
SCALE: 1/4" = 1'-0"







**1 PLUMBING WASTE FLOOR PLAN**  
SCALE: 3/8" = 1'-0"



**2 SAND TRAP DETAIL**  
SCALE: NTS

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 LAREDO, TEXAS 78045  
 TEL: (956) 285-7684  
 FIRM # 9677

**CLARK CAR WASH**  
**XXXXX CLARK**  
**LAREDO, TX 78043**

REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO: ENG 18.032  
 DATE: NOVEMBER 15, 2018  
 SCALE: SEE PLAN

SHEET NAME:

SHEET NUMBER:  
**P1.1**



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**CLARK CAR WASH  
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LAREDO, TX 78043**

**REVISIONS**

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PROJ. NO: **ENG 18.032**

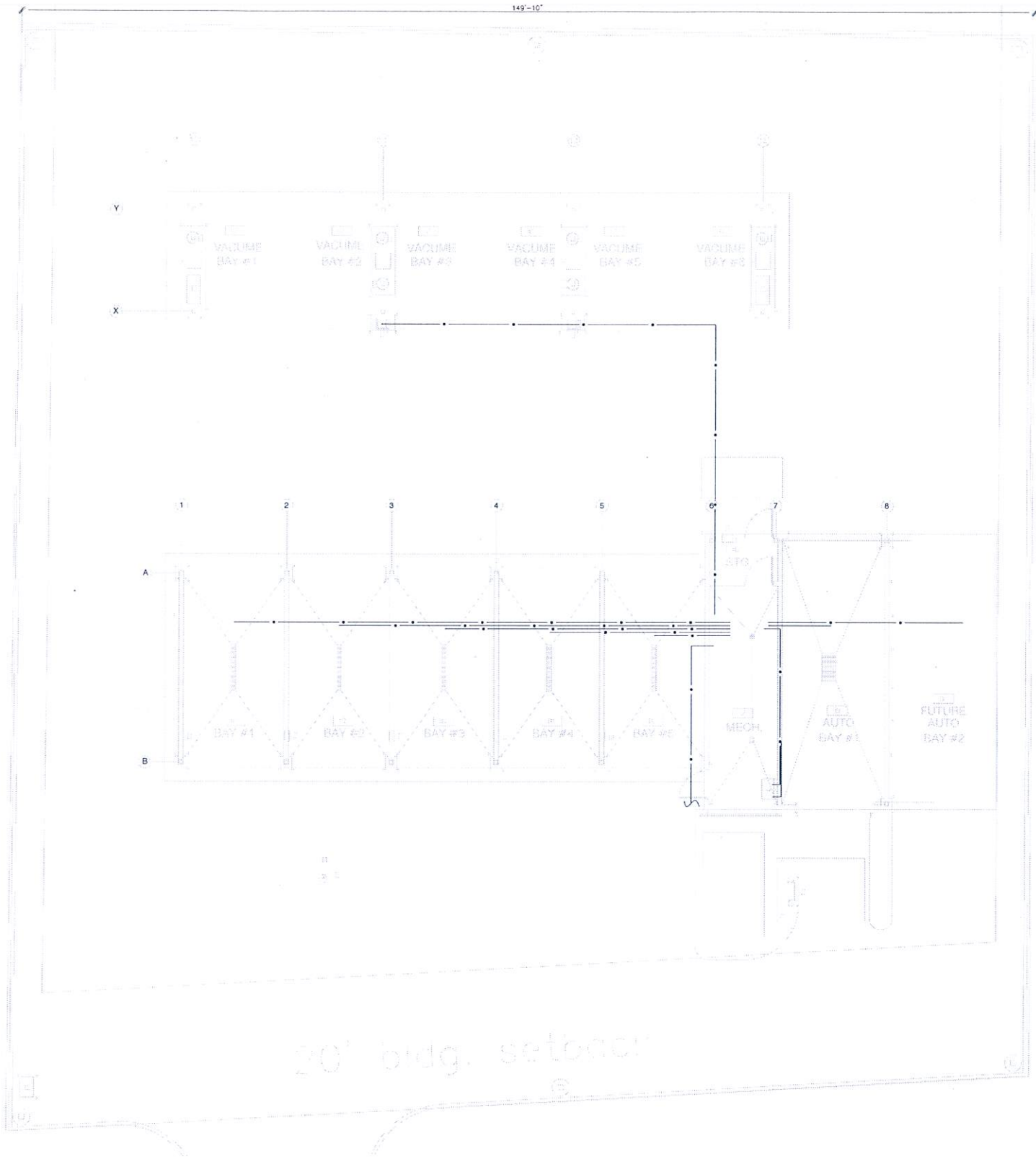
DATE: **NOVEMBER 15, 2018**

SCALE: **SEE PLAN**

SHEET NAME:

SHEET NUMBER:

**P2.1**



**1 PLUMBING WATER SUPPLY FLOOR PLAN**  
SCALE: 3/8" = 1'-0"

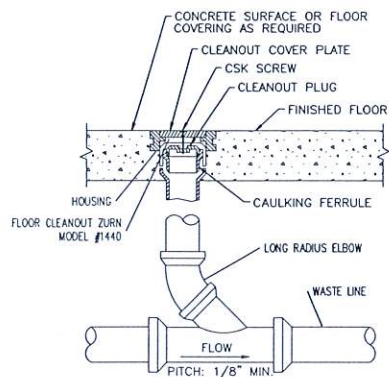
**GENERAL NOTES**

- A. SPECIFICATIONS, REFER TO M.E.P. SHEET, "GENERAL CONDITIONS" / "SUMMARY OF WORK" SECTIONS AND ELSEWHERE IN DRAWINGS FOR FURTHER INFORMATION AND REQUIREMENTS FOR PLUMBING CONTRACTOR.
- B. SUSPEND ALL HORIZONTAL SERVICE PIPING SHOWN ON THIS PROJECT SUCH AS, BUT NOT LIMITED TO WATER, SANITARY WASTE, STORM WATER, GAS, ETCETERA FROM UNDER OF ROOF AND/OR FLOOR STRUCTURE, UNLESS OTHERWISE NOTED OR INDICATED. HOLD SUCH PIPING AS HIGH AS POSSIBLE, EXTENDING PIPING, WALLS, PARTITIONS, CHASES, ETCETERA TO SERVE UTILITIES AND EQUIPMENT AS SHOWN ON PLANS.
- C. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.
- D. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE PIPE RISERS, RISERS, AND OFFSETS, AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY TENANT'S CONSTRUCTION DIRECTOR OF ANY DISCREPANCIES BEFORE STARTING WORK.
- E. DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, LAYOUT, AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE PIPING, CONNECTIONS, FITTINGS, VALVES, OFFSETS, ETCETERA AND ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM. SUBMIT SHOP DRAWINGS PER THE SPECIFICATIONS.
- F. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY, INCLUDING APPLICABLE SECTIONS OF ANY INTERIM AGREEMENTS AT THE TIME OF THE PROPOSAL. PURCHASE ALL ITEMS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.
- G. PROVIDE BACKFLOW PREVENTION DEVICES, (BPD) IN WATER LINES FEEDING PLUMBING FIXTURES AND/OR EQUIPMENT, AS SHOWN ON PLANS AND ELSEWHERE AS REQUIRED BY LOCAL AUTHORITIES. USE DEVICES OF APPROVED TYPE AND MANUFACTURER (ATMOSPHERIC VACUUM, PRESSURE VACUUM, DOUBLE CHECK, AND REDUCED PRESSURE).
- H. VERIFY SERVICE CONNECTION POINTS, SIZES, ELEVATIONS, AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITIES COMPANY'S AND/OR CIVIL ENGINEER. SERVICES TO INCLUDE BUT NOT LIMITED TO DOMESTIC WATER, FIRE, SANITARY SEWER, STORM SEWER, GAS, ETCETERA.
- I. WATER PRESSURE. PLUMBING CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE AT BUILDING ENTRY, PRIOR TO ALL LOCALLY REQUIRED DEVICES SUCH AS WATER METER, BACKFLOW PREVENTION DEVICES, ETCETERA IS LESS THAN 50 PSIG STATIC, CONTACT OWNER REPRESENTATIVE. IF PRESSURE IS IN EXCESS OF 80 PSIG STATIC, INSTALLATION OF PRESSURE REDUCING VALVE IS REQUIRED.
- J. HEALTH DEPARTMENT. COMPLY WITH LOCAL HEALTH DEPARTMENT REGULATIONS. OBTAIN ESCUTCHEONS IN FOOD SERVICE AREAS. SEAL PIPES NEARLY WITH GROUT AT WALL, FLOOR, OR CEILING PENETRATIONS. OBTAIN REGULATION ON EXPOSED PIPING BEHIND AND UNDER EQUIPMENT. PROVIDE CLEARANCE BEHIND AND UNDER EXPOSED PIPING AS REQUIRED BY HEALTH DEPARTMENT. WHEREVER POSSIBLE, INSTALL PIPING IN FOOD SERVICE AREAS CONCEALED. CONFORM TO HEALTH DEPARTMENT REQUIREMENTS FOR LOCATIONS OF FLOOR SINKS.
- K. MAKE COMPLETE. PROVIDE ITEMS AND WORK AS REQUIRED TO COMPLETE THE INSTALLATION OF PLUMBING SYSTEMS TO FIXTURES AND EQUIPMENT: TRAPS, STRAINERS, GAUGES, GAS AND WATER PRESSURE REGULATORS, FLEXIBLE CONNECTIONS, STOP VALVES, UNIONS, ETCETERA. PROVIDE AND CONNECT PLUMBING PIPE FROM ROUGH-INS TO ITEMS AS SHOWN, SPECIFIED AND REQUIRED.
- L. WATER ENTRY SERVICE PIPING, NEW AND/OR REVISED. PLUMBING CONTRACTOR SHALL ENSURE AND PROVIDE MINIMUM 10'-0" LINEAR FEET OF METAL PIPING MATERIAL, BELOW GRADE FOR CONNECTION OF ELECTRICAL SERVICE GROUNDING.

**GENERAL PLUMBING NOTES**

1. ALL ROOF PENETRATIONS SHALL BE MADE BY LANDLORDS ROOFING CONTRACTOR.
2. SAW CUT SLAB MINIMUM 2" FOR SLAB OPENINGS FOR UNDERGROUND UTILITIES.
3. ALL UTILITY LINES NEED TO BE WITHIN LEASING PREMISE.

WATER HAMMER ARRESTOR SCHEDULE					
PCI CROSS REF.	N.P.T.	FIXTURE UNIT CAPACITY	LOCATION	SIOUX CHIEF MODEL NO. OR EQUAL	REMARKS
WH-1	1"	33-50	ACCESSIBLE VIA ATTIC SPACE OR ACCESS PANEL	654-C	PISTON TYPE OPERATION, MAINTENANCE FREE, MIL-D-82036, TYPE II, TYPE II, NON-BLADDER TYPE, PD-WH-201 (R1983)

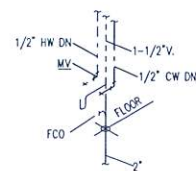


1 **DETAIL - FLOOR CLEANOUT**  
SCALE: NOT TO SCALE

PLUMBING FIXTURE SCHEDULE				UTILITIES			
MARK	ITEM	MANUFACTURER	MODEL NO	CW	HW	W	VT
WC-1A	WATER CLOSET (ADA)	AMERICAN STANDARD	#3043 102 MADERA 17H FLOOR MOUNT SIPHON JET VITREOUS CHINA BOWL WITH ELONGATED RIM, 1-1/2" TOP SPUD, AND BOLT CAPS, 1.6GPF, SLOAN #110 EXPOSED DIAPHRAGM TYPE, CHROME PLATED FLUSH VALVE WITH OSCILLATING HANDLE, SCREWDRIVER ANGLE STOP WITH VANDAL RESISTANT CAP AND VACUUM BREAKER, SEAT CHURCH #9500C OPEN FRONT SEAT LESS COVER.	1'		4'	2'
LAV-1	LAVATORY	AMERICAN STANDARD	#0491 019 RONDALYN VITREOUS CHINA COUNTERTOP SINK WITH AMER. STD. #5502 170 MONTERREY CENTERSET FAUCET, WRIST BLADE HANDLES, P-TRAP W/ STOPS, AND GRID DRAIN FAUCET TO MEET ADA REQUIREMENTS.	1/2'	1/2'	2'	11/2'
SK-1	SINGLE COMP. SINK	JUST		1/2'	1/2'	2'	11/2'
FD-1	FLOOR DRAIN	ZURN	#ZN415B W/ NICKEL BRONZE STRAINER			3'	2'
WCO	WALL CLEAN OUT	ZURN	#Z1446				
FCO	FLOOR CLEAN OUT	ZURN	#CO2500 - HD HEAVY DUTY TYPE CLEANOUT				
HB	FUNNEL DRAIN	ZURN	#Z326 INDIRECT WASTE FUNNEL			2'	11/2'
TP	TRAP PRIMER	PPP	#P2-500	1/2'			

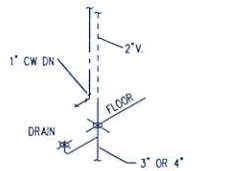
2 **SINK RISER**

SCALE: NOT TO SCALE



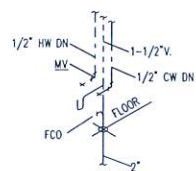
3 **RISER WATER CLOSET**

SCALE: NOT TO SCALE



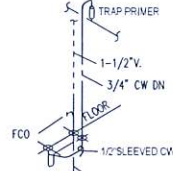
4 **RISER LAVATORY**

SCALE: NOT TO SCALE



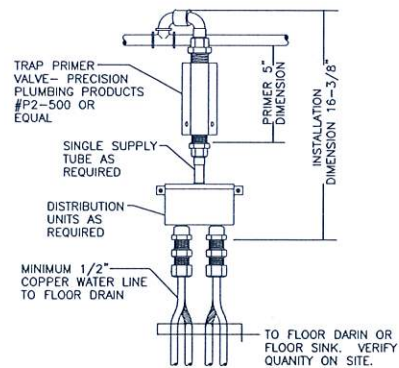
5 **RISER FLOOR DRAIN**

SCALE: NOT TO SCALE



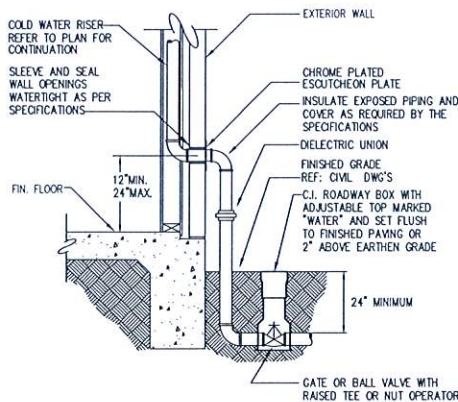
6 **TRAP PRIMER DETAIL**

SCALE: NOT TO SCALE



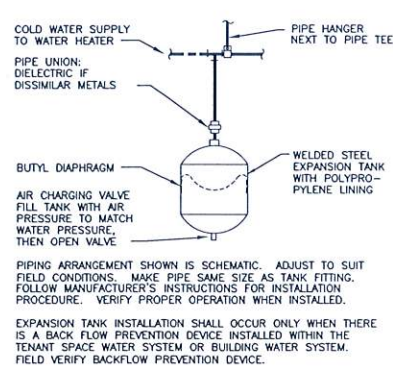
7 **WATER PIPE DETAIL**

SCALE: NOT TO SCALE



8 **SMALL EXPANSION TANK**

SCALE: NOT TO SCALE



WATER HEATER SCHEDULE										
MARK	STORAGE GALLONS	CIRCUIT BREAKER	DEGREE RISE DEG F	WATER TEMP LEAVING	WATER INLET	WATER OUTLET	VOLTAGE/ PHASE	ELEMENTS KW	MANUFACTURE	DESCRIPTION
WH-1	TANKLESS	50A @ 208V	60	110	3/4"	3/4"	208/ Single pole	8320	CHONOMITE LABS	M40 208HTR AVAILABLE AT GRAINGER ITEM 19C802

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**CLARK CAR WASH**  
**XXXX CLARK**  
**LAREDO, TX 78043**

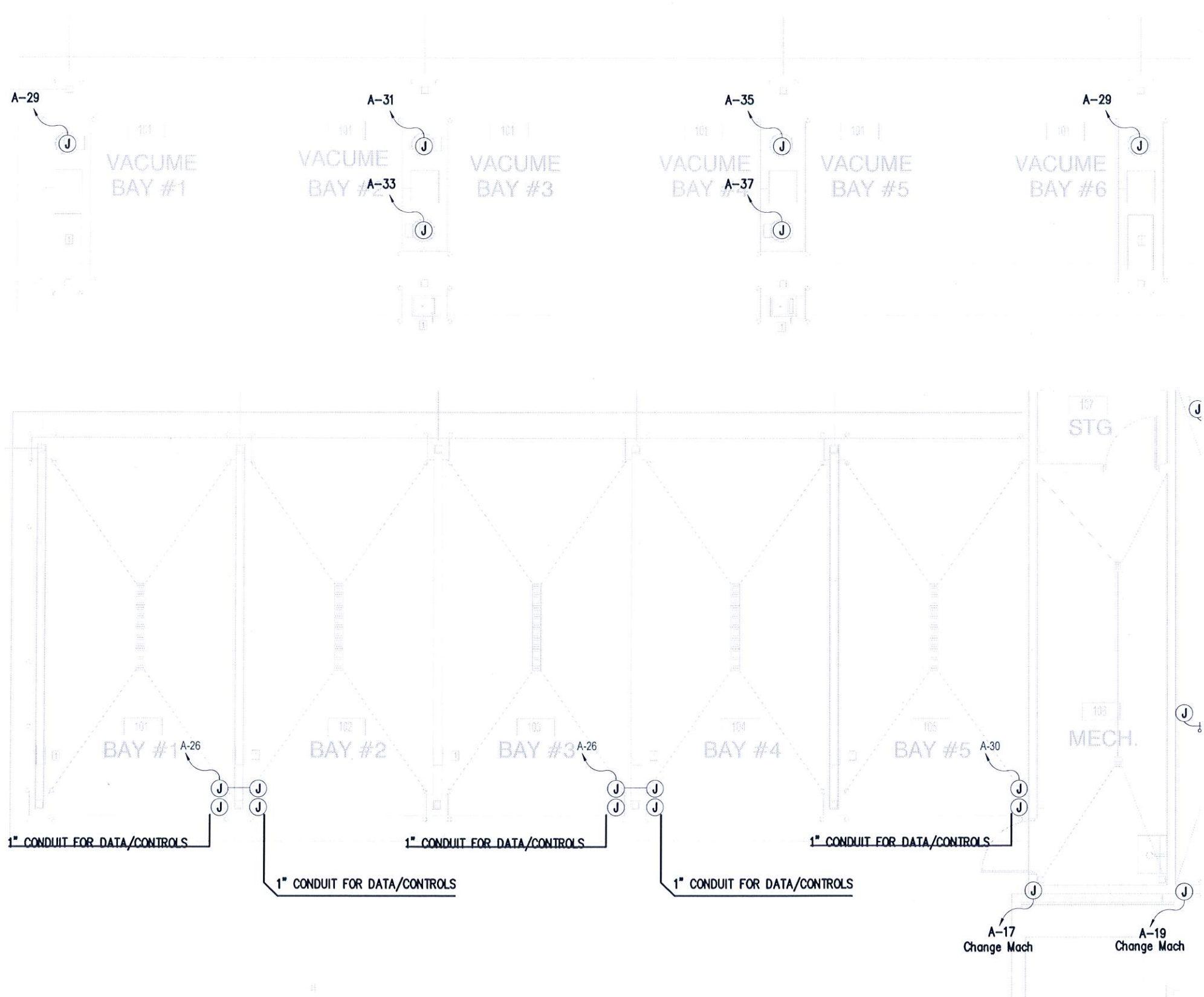
REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO. ENG 18.032  
DATE: NOVEMBER 15, 2018  
SCALE: SEE PLAN  
SHEET NAME:

SHEET NUMBER:  
**P3.1**

1 **PLUMBING DETAILS AND SCHEDULES**  
SCALE: NTS



**POWER KEYED NOTES**

- ① PROVIDE 4'X8' PLYWOOD FOR IDS PANEL. PROVIDE A 120V 20AMP CIRCUIT WITH A QUAD NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL BE HOMERUN WITH NO SPLICES, JUNCTIONS OR T-TAPS.
- ② PROVIDE A DEDICATED 120V 20A CIRCUIT QUAD RECEPTACLE.
- ③ PROVIDE A DEDICATED 30AMP CIRCUIT WITH A L5-30R 120VOLT RECEPTACLE. PROVIDE A DEDICATED 120V DUPLEX NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL HANG DOWN FROM CEILING ON A WHIP WITH STRAIN RELIEF.
- ④ PROVIDE A COPPER GROUNDING BUSBAR, TYPE TMGB. CONNECT TO BUILDING GROUND.
- ⑤ PROVIDE ELECTRICAL CONNECTION AND DISCONNECT FOR AHU ON CEILING.

**POWER GENERAL NOTES**

- ① ALL LIGHTING SWITCHES MUST BE MOUNTED TO MEET ADA REQUIREMENTS.
- ② CONNECT ALL EXIT LIGHTING TO CLOSEST UNSWITCHED LIGHTING CIRCUIT.

**LBC**

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LAREDO, TEXAS 78045

TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH  
XXXXX CLARK  
LAREDO, TX 78043**

**REVISIONS**

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PROJ. NO. ENG 18.032  
DATE: NOVEMBER 15, 2018  
SCALE: SEE PLAN

SHEET NAME:

SHEET NUMBER:  
**E2.1**

**1 POWER FLOOR PLAN SELF BAYS AND VACUME BAYS**  
SCALE: 1/4" = 1'-0"

# CAR WASH BUILDING

3314 CLARK BLVD.  
LAREDO, TEXAS 78045

# SHINY CAR WASH LLC.

REVIEW SET

T1- TITLE PAGE  
A1- SITE PLAN  
A2- WASH BAY PLAN  
A3- DETAIL BAY PLAN  
A4- ELEVATIONS  
A5- CROSS SECTION  
A6- WALL SECTIONS  
A7- ROOF/RCP PLANS  
A8- SCHEDULES

E1.1- TITLE PAGE  
E2.1- TITLE PAGE  
E3.1- TITLE PAGE  
P1.1- TITLE PAGE  
P2.1- TITLE PAGE  
P3.1- TITLE PAGE

C1- TITLE PAGE  
C1.1  
C2.1- TITLE PAGE  
C3.1- TITLE PAGE  
C3.2- TITLE PAGE  
C4.1- TITLE PAGE  
C4.2  
C5.0- TITLE PAGE  
C5.1- TITLE PAGE  
C6.0- TITLE PAGE



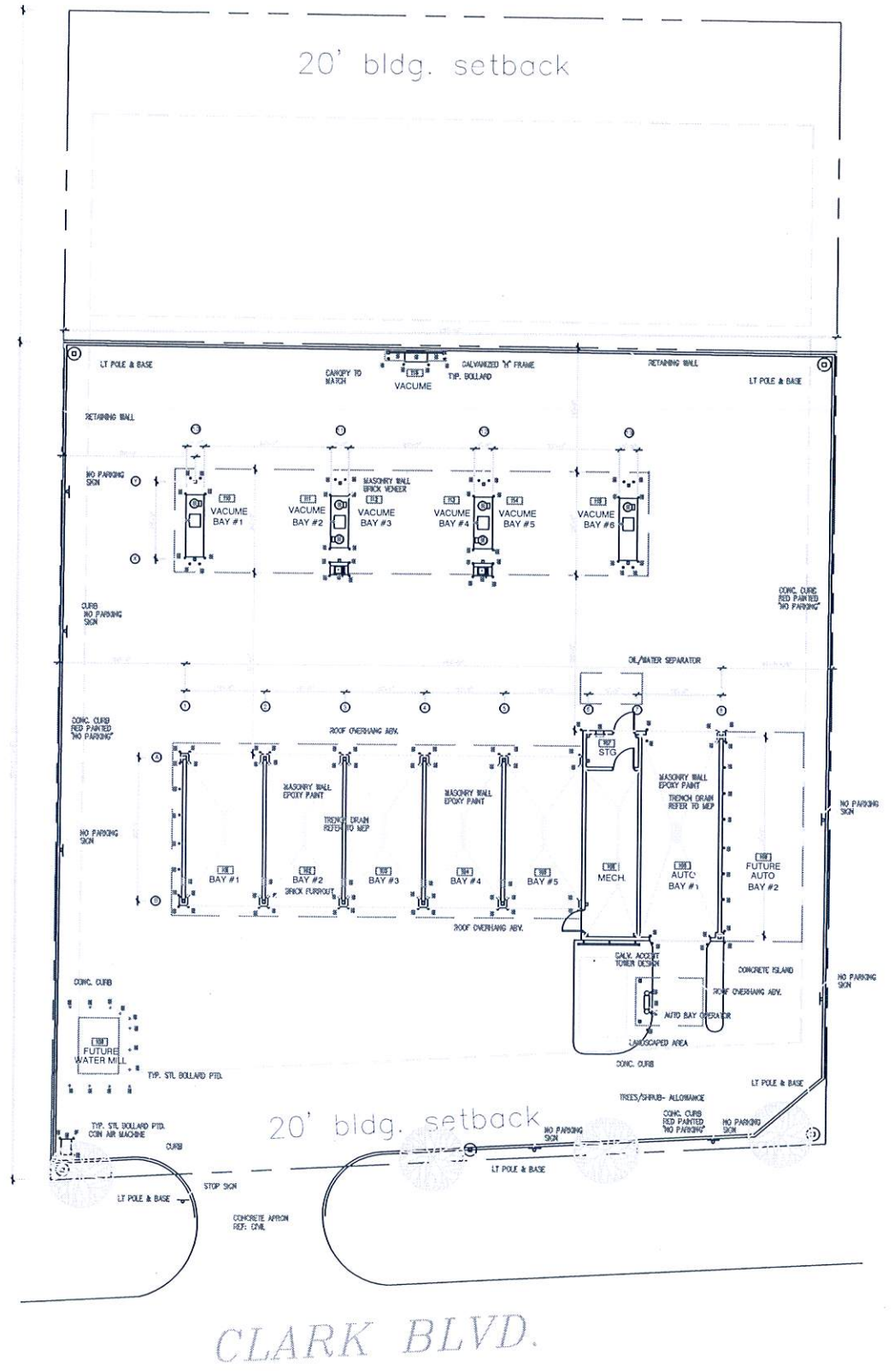
NON - SPRINKLED BUILDING  
IBC 2012  
ENERGY CODE 2015  
INTERNATIONAL FIRE CODE 2012



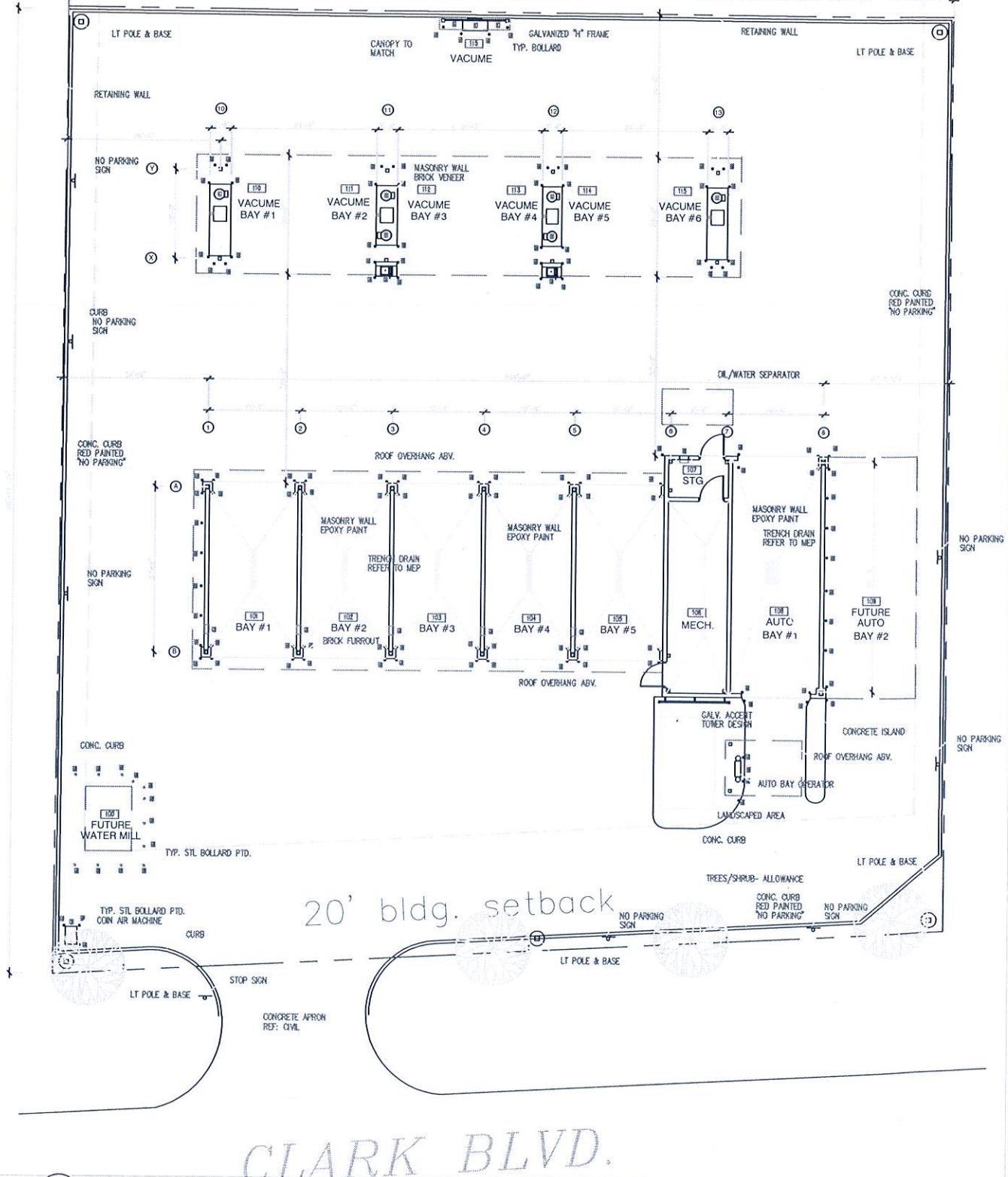
6420 POLARIS STE. #100  
LAREDO, TEXAS 78041  
956-763-2128

PROJECT #18016  
4/15/19  
CONSTRUCTION DOCUMENTS

T1



1 OVERALL SITE PLAN  
1/4" = 1'-0"



1 SITE PLAN - CAR WASH  
1/4" = 1'-0"



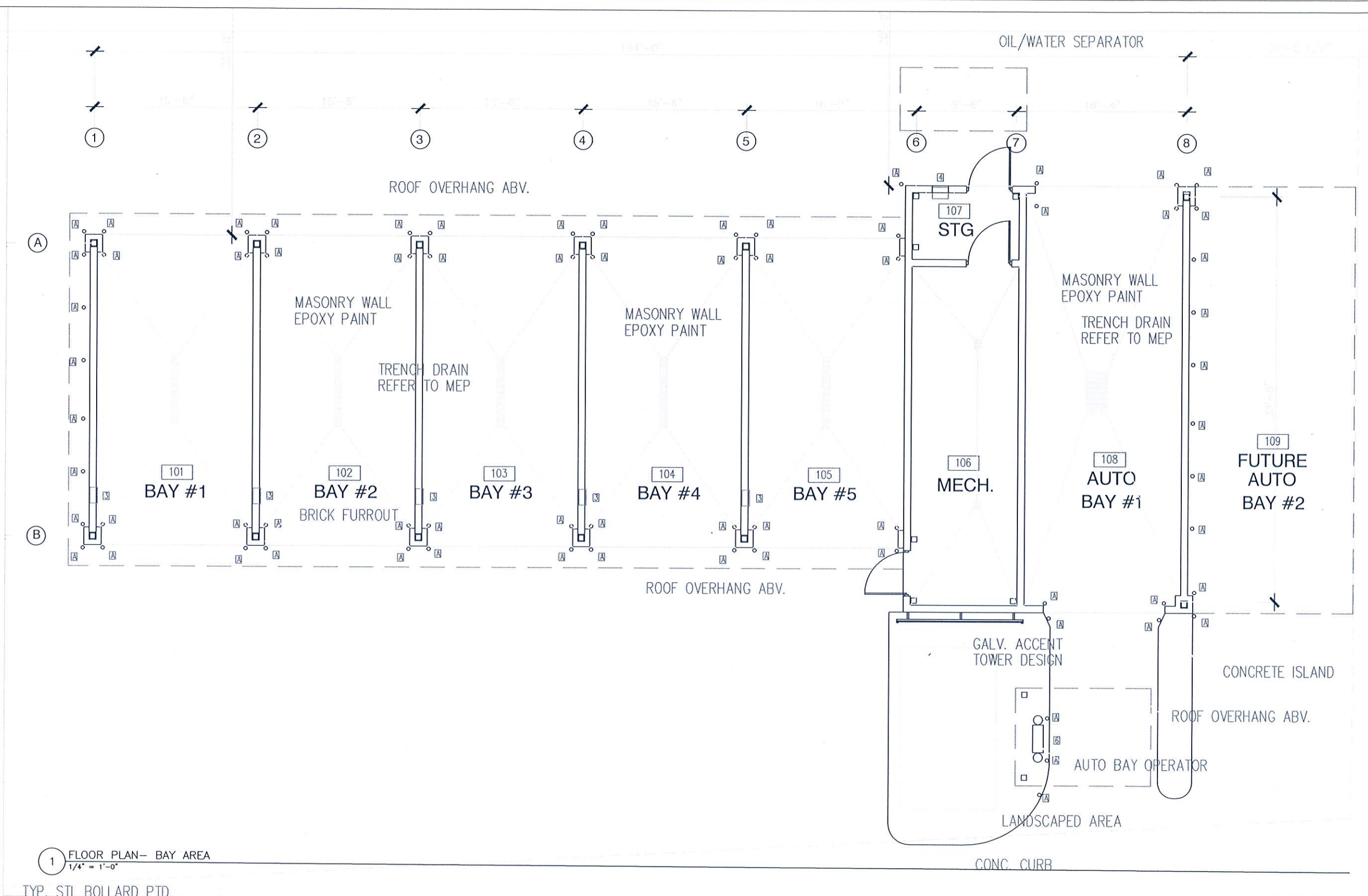
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LAREDO, TEXAS 78041  
956-763-2128

# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016  
11/13/18  
CONSTRUCTION DOCUMENTS

A1



1 FLOOR PLAN- BAY AREA  
1/4" = 1'-0"

TYP. STL. BOLLARD. PTD.



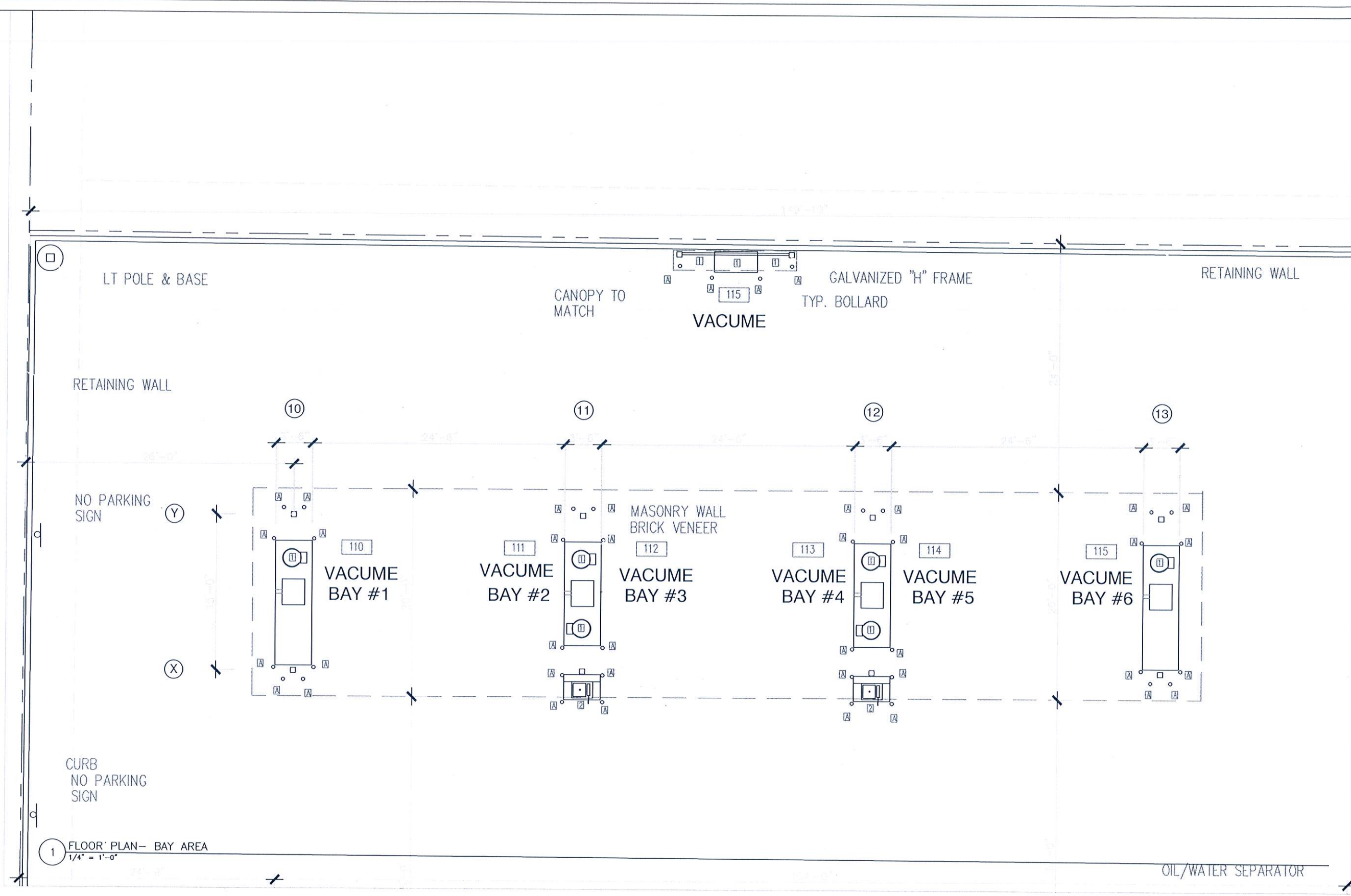
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# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS





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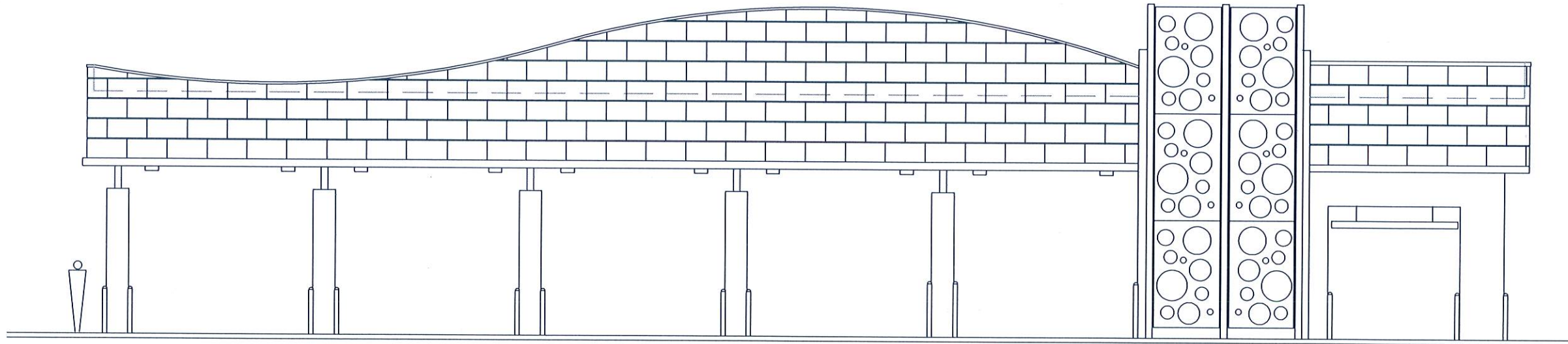
# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS

A2.1

1 ELEVATION SCHEME A  
1/4" = 1'-0"



1 ELEVATION SCHEME B  
1/4" = 1'-0"



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956-763-2128

# SHINY CAR WASH

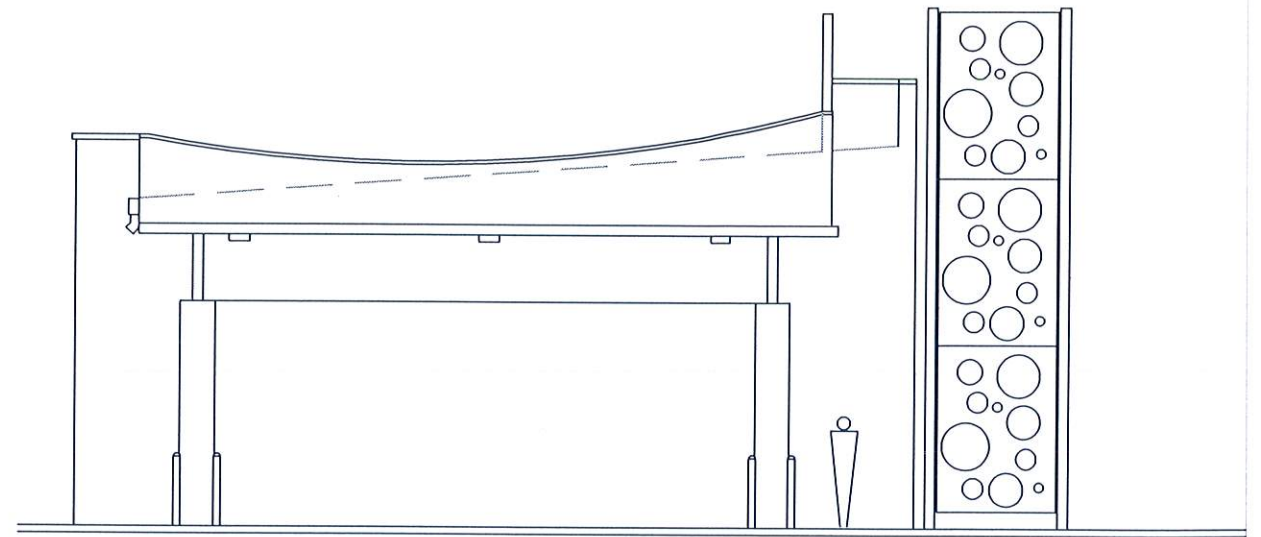
3314 CLARK BLVD.

PROJECT #18016

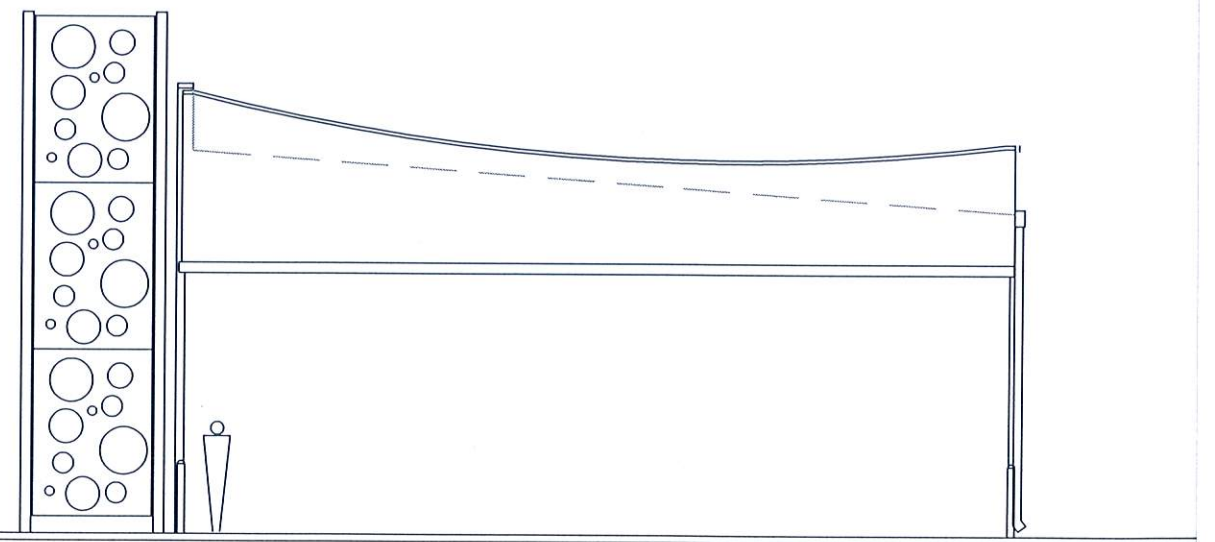
11/13/18

CONSTRUCTION DOCUMENTS

A3



1 ELEVATION SIDE  
1/4" = 1'-0"



1 ELEVATION SIDE  
1/4" = 1'-0"



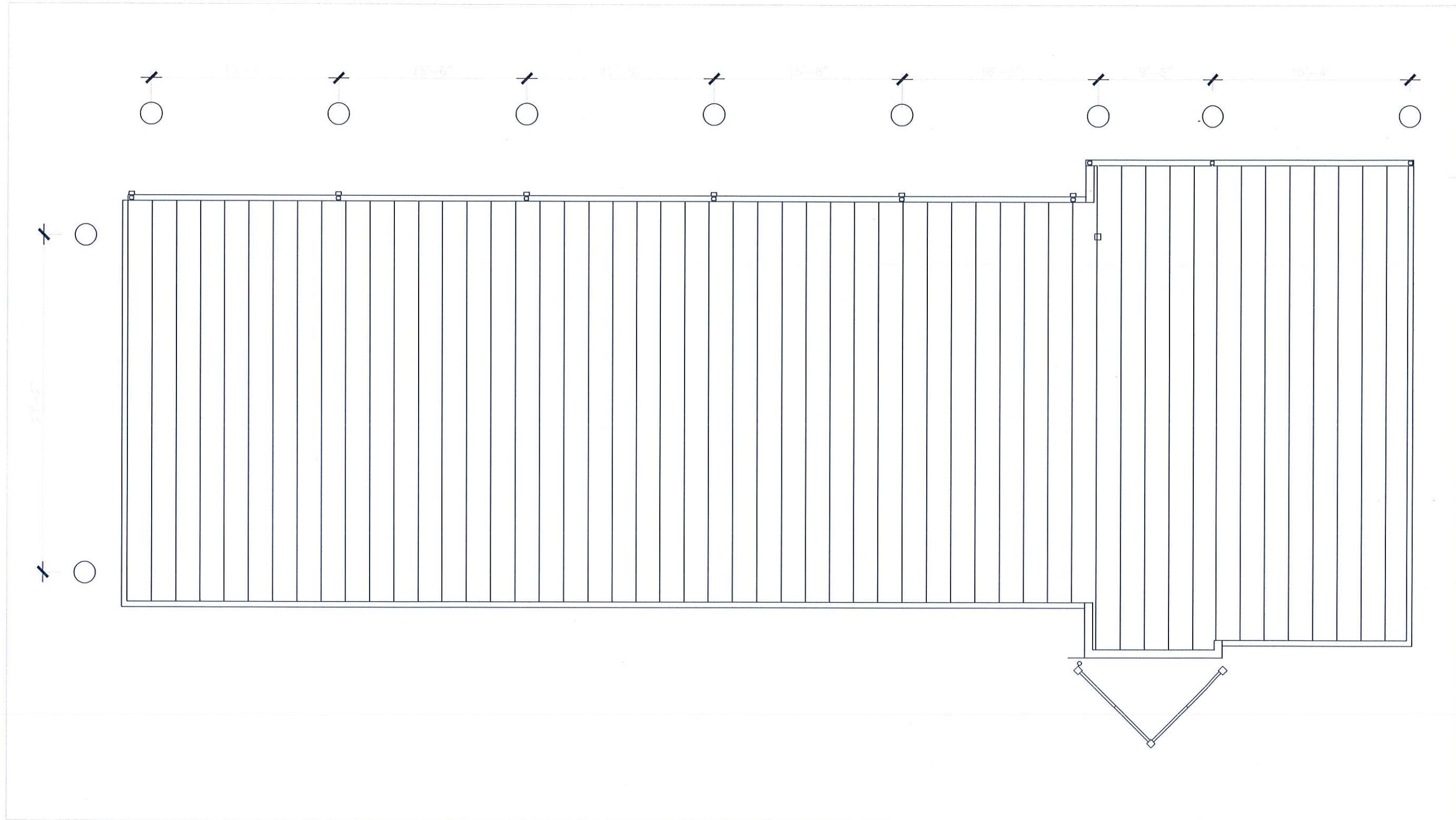
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# SHINY CAR WASH

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PROJECT #18016  
11/13/18  
CONSTRUCTION DOCUMENTS

A4



1 ROOF PLAN- BAY AREA  
 1/4" = 1'-0"



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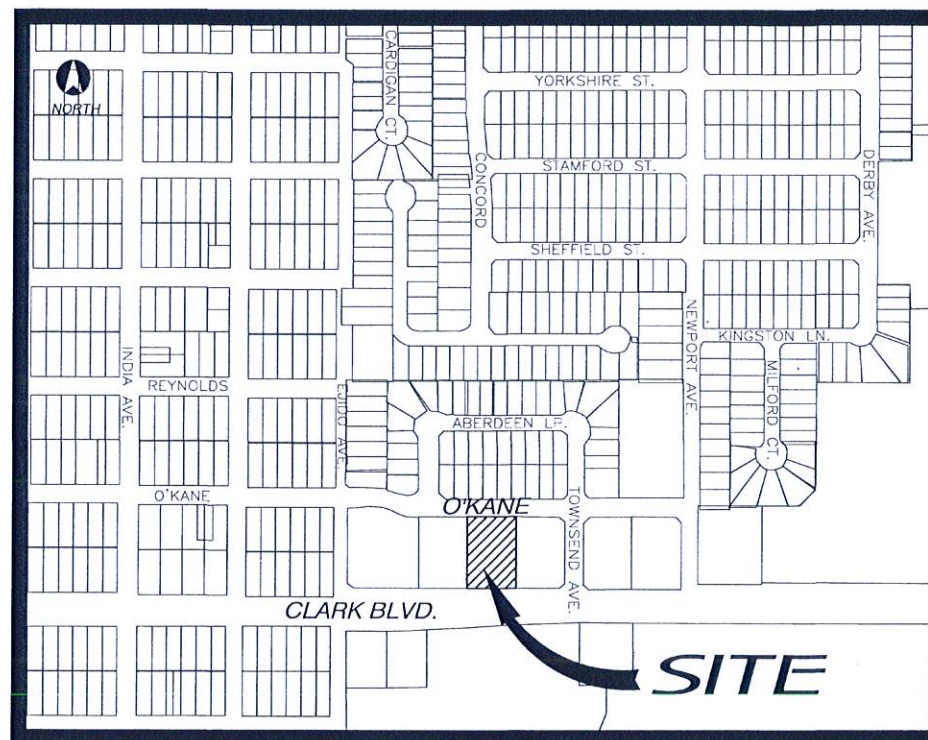
# SHINY CAR WASH

3314 CLARK BLVD.

PROJECT #18016
11/13/18
CONSTRUCTION DOCUMENTS

A5

# CIVIL IMPROVEMENTS AND CONSTRUCTION PLANS FOR *CLARK CAR WASH* CITY OF LAREDO, TEXAS



## INDEX

- C.1.- TITLE SHEET
- C1.1.- OVERALL SITE PLAN
- C2.1.- BUILDING CONTROL PLAN
- C3.1.- FINISH GRADE PLAN
- C3.2.- STANDARD PAVING DETAILS
- C4.1.- WATER AND SANITARY SEWER SYSTEM PLAN
- C4.2.- WATER AND SANITARY SEWER SYSTEM DETAILS
- C5.1.-STORMWATER POLLUTION PREVENTION PLAN & DETAILS
- C6.1.-TRAFFIC CONTROL PLAN AND DETAILS

JANUARY 2019



**TEC ENGINEERS &  
CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 EMAIL: TECENG@SBCGLOBAL.NET

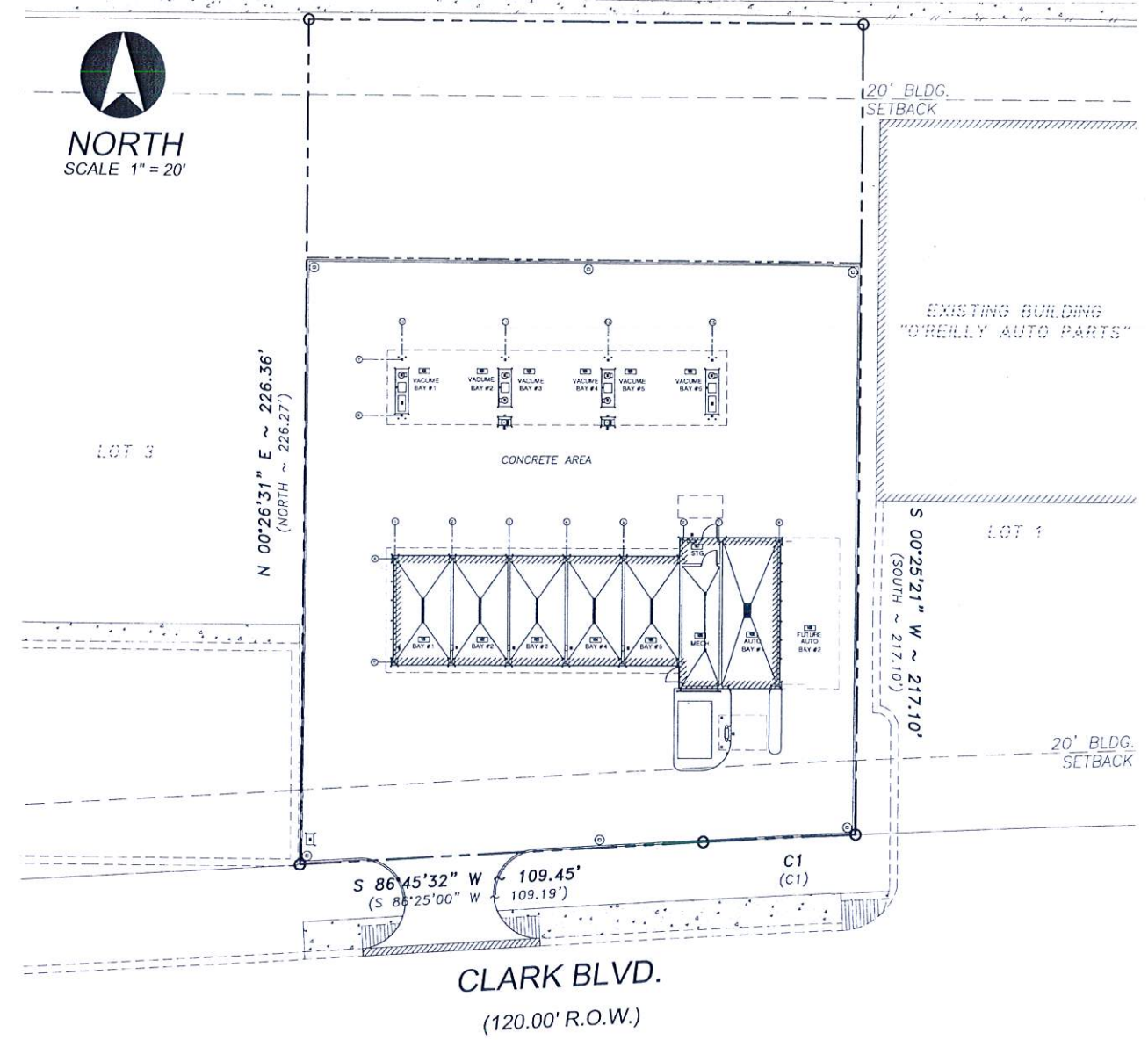


The seal appearing on  
this document/plan was  
authorized and approved by  
Rodolfo A. Torres P.E.  
Texas No. 84900, on  
Date: 01/22/19  
*[Signature]*  
Sign

SHEET **C.1**



O'KANE STREET  
 (50.00' R.O.W. - 31' B/B)  
 S 89°35'22" E ~ 150.02'  
 (EAST ~ 150.00')



**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
 Oscar Roygozo, P.E.  
 City of Laredo Utilities Department  
 Civil Engineer II  
 5816 Daugherty St.  
 Laredo, Texas 78041  
 Phone (956) 721-2000  
 Fax (956) 721-2001

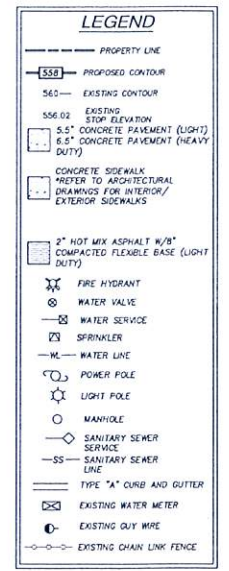
**A.E.P.**  
 Mr. Martin Valdez  
 1519 Calton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-3125  
 Fax: (956) 727-2144  
 E-mail: mavaldez@aep.com

**TIME WARNER**  
 Mr. Javier Esquivel  
 1313 W. Calton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-0612  
 Fax: (956) 729-0165  
 E-mail: javier.esquivel@twcable.com

**AT&T**  
 Mr. Alfredo Castro  
 902 San Eduardo Ave.  
 Laredo, Texas 78040  
 Ph: (956) 727-6748  
 Fax: (956) 727-6809  
 E-mail: ac5297@att.com

- GENERAL NOTES:  
 CONTRACTOR IS REFERRED TO:
1. WHEN OVER EXCAVATION AND/OR SELECT FILL REPLACEMENT IS RECOMMENDED FOR USE IN SOIL SUPPORTED SLABS, SITE DRAINAGE CONSIDERATIONS OF BOTH SURFACE AND SUBSURFACE DRAINAGE MAY BE CRUCIAL TO FINAL PLACEMENT OF THE SELECT FILL AND THE FINAL PERFORMANCE OF THE SOIL SUPPORTED STRUCTURES.
  2. UPSTREAM SIDE OF CONSTRUCTION AREA MAY BE MODIFIED BY USE OF BERMS OR SWALES WHICH DIVERTS WATER AWAY FROM THE CONSTRUCTION AREA.
  3. SLOPING THE SURFACE OF THE SUBGRADE WITH A MINIMUM DOWNWARD SLOPE OF 1.00 PERCENT OUT TO THE BASE OF DEWATERING TRENCH LOCATED BEYOND THE BUILDING PERIMETER.
  4. SLOPING THE SURFACE OF THE FILL DURING CONSTRUCTION TO PROMOTE STORMWATER RUNOFF TO DEWATERING IMPROVEMENTS UNTIL FINAL LIFT IS PLACED.
  5. SLOPING OF FINAL CONSTRUCTED SURFACE (I.E. PAVEMENTS) AND ANY PERIMETER DRAINS WITH THE BUILDING LINES.
  6. LOCATING ALL WATER CARRIER PIPING, ROOF DRAINS, AND IRRIGATION PIPING AND SPRAY HEADS OUTSIDE OF THE SELECT FILL.
  7. PAYMENT FOR EMBANKING/EXCAVATION WILL BE MADE TO THE CONTRACTOR BASED ON THE CONTRACT UNIT PRICE PER CUBIC YARD. THE FINAL QUANTITY FOR WHICH PAYMENT WILL BE MADE, WILL BE THAT QUANTITIES SHOWN ON THE CONTRACT PLANS AND BID PROPOSAL, REGARDLESS OF ERRORS IN CALCULATIONS.
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  10. APPROVAL CRITERIA FOR FLEXIBLE BASE SOURCES AND APPROVALS OF AN AREA AND/OR DEPTH OF LAYER IN SOURCE FROM WHICH THE MATERIAL IS TO BE SECURED WILL BE BASED ON PRELIMINARY TEST AND SUCH OTHER OCCASIONAL TEST AS FOUND NECESSARY BY THE GEOTECHNICAL ENGINEER.
  11. ALL RUBBISH, TEMPORARY STRUCTURES, AND BACKFILL SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR.

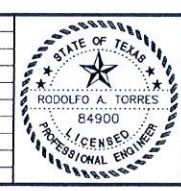
- GENERAL NOTES TO CONTRACTORS:
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  - II. 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
  - III. ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING, BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.
  - IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES, AND WATER AND SEWER INSIDE BUILDING.



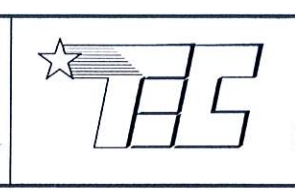
SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
 3314 CLARK BOULEVARD  
 LOT 2, BLOCK 12  
 EASTWOODS SUBDIVISION, PHASE IV  
 (REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19



**TEC ENGINEERS & CONSULTANTS INC.**  
 TEXAS REGISTERED ENGINEERING FIRM F-005148  
 801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
 PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 OVERALL SITE PLAN

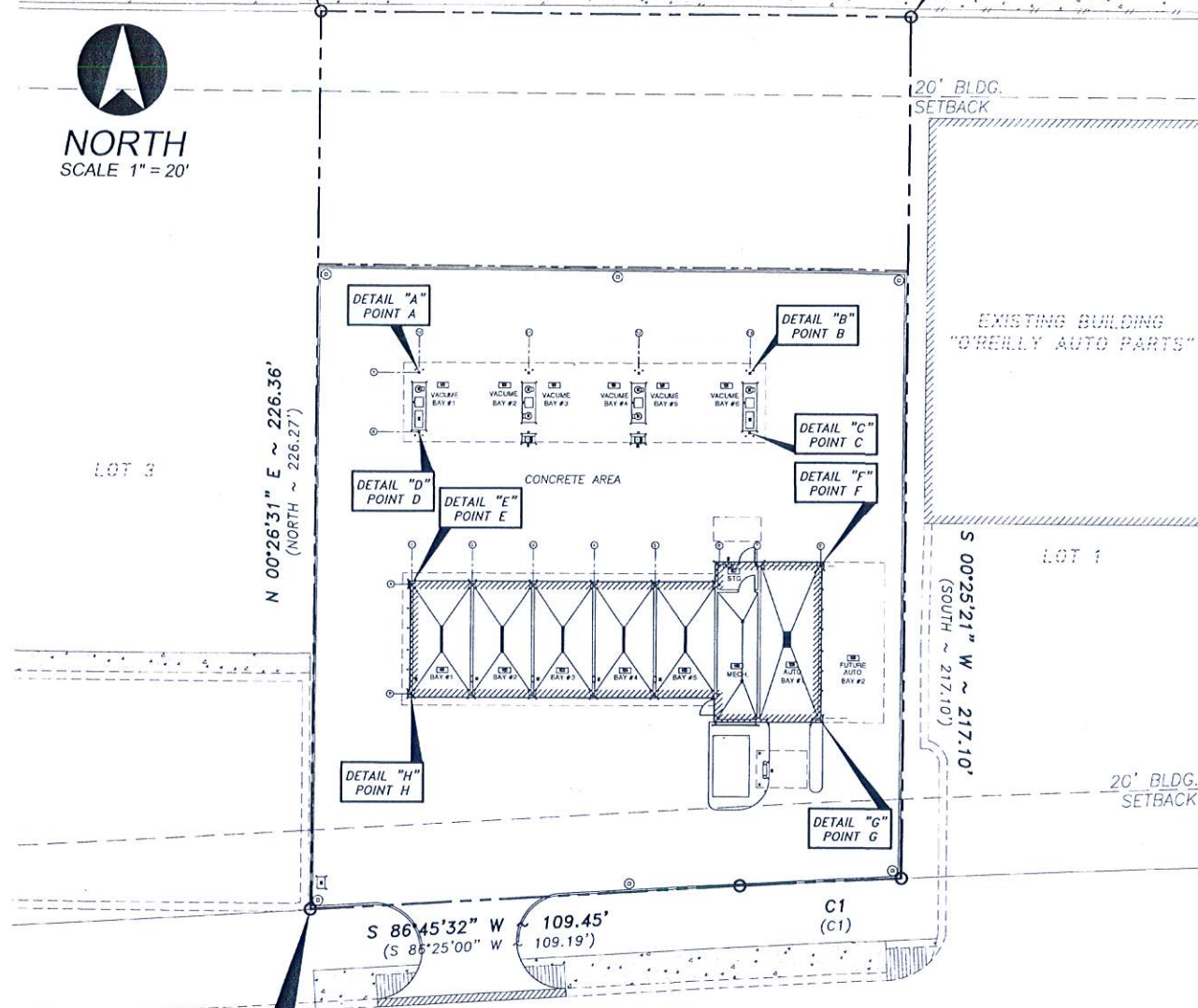
DRAWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EM587
FILE NAME: F:\ENR\CLARK\CLARK\DWG\CP1.1
SHEET
1.1 of 6.1

**CONTROL POINT No. 1**  
 1/2" FOUND IRON ROD  
 NORTHING: 17078131.0370  
 EASTING: 672567.1930  
 ELEV: 423.98

**CONTROL POINT No. 2**  
 1/2" FOUND IRON ROD  
 NORTHING: 17078129.9620  
 EASTING: 672717.2130  
 ELEV: 421.95



**O'KANE STREET**  
 (50.00' R.O.W. - 31' B/B)  
 S 89°35'22" E ~ 150.02'  
 (EAST ~ 150.00')



**CONTROL POINT No. 3**  
 1/2" FOUND IRON ROD  
 NORTHING: 17077904.6820  
 EASTING: 672565.4470  
 ELEV: 418.94

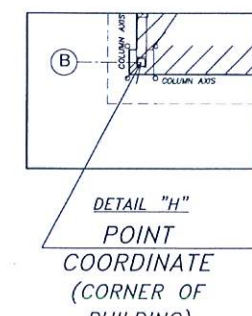
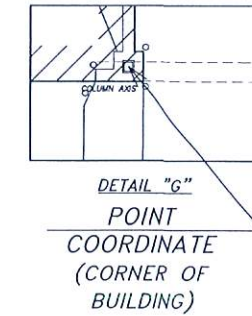
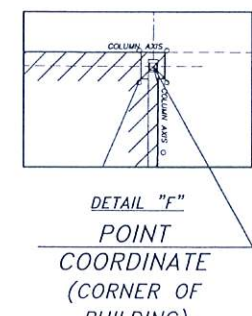
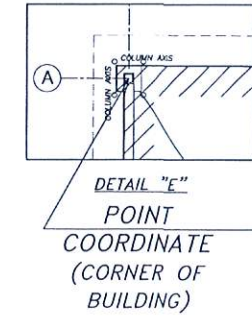
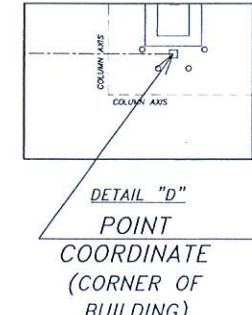
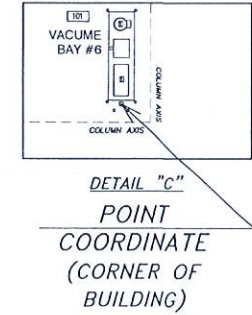
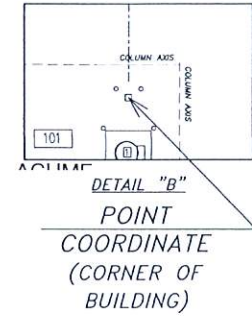
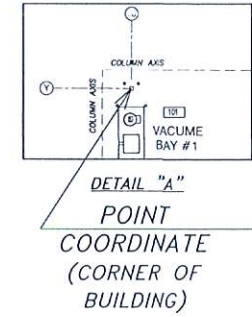
**CLARK BLVD.**  
 (120.00' R.O.W.)

**TABLE**  
**DETAIL POINTS A-E**

POINT	NORTHING	EASTING	DETAIL
A	17078040.2454	672592.5687	"A"
B	17078040.0491	672676.5684	"B"
C	17078025.0491	672676.5333	"C"
D	17078025.2455	672592.5336	"D"
E	17077986.9161	672590.7981	"E"
F	17077991.5272	672694.8092	"F"
G	17077952.8502	672694.7188	"G"
H	17077959.1766	672590.7333	"H"

**TABLE**  
**CONTROL POINTS 1-3**

POINT	NORTHING	EASTING	ELEVATION
1	17078131.0370	672567.1930	423.98
2	17078129.9620	672717.2130	421.95
3	17077904.6820	672565.4470	418.94



SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

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 3314 CLARK BOULEVARD  
 LOT 2, BLOCK 12  
 EASTWOODS SUBDIVISION, PHASE IV  
 (REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

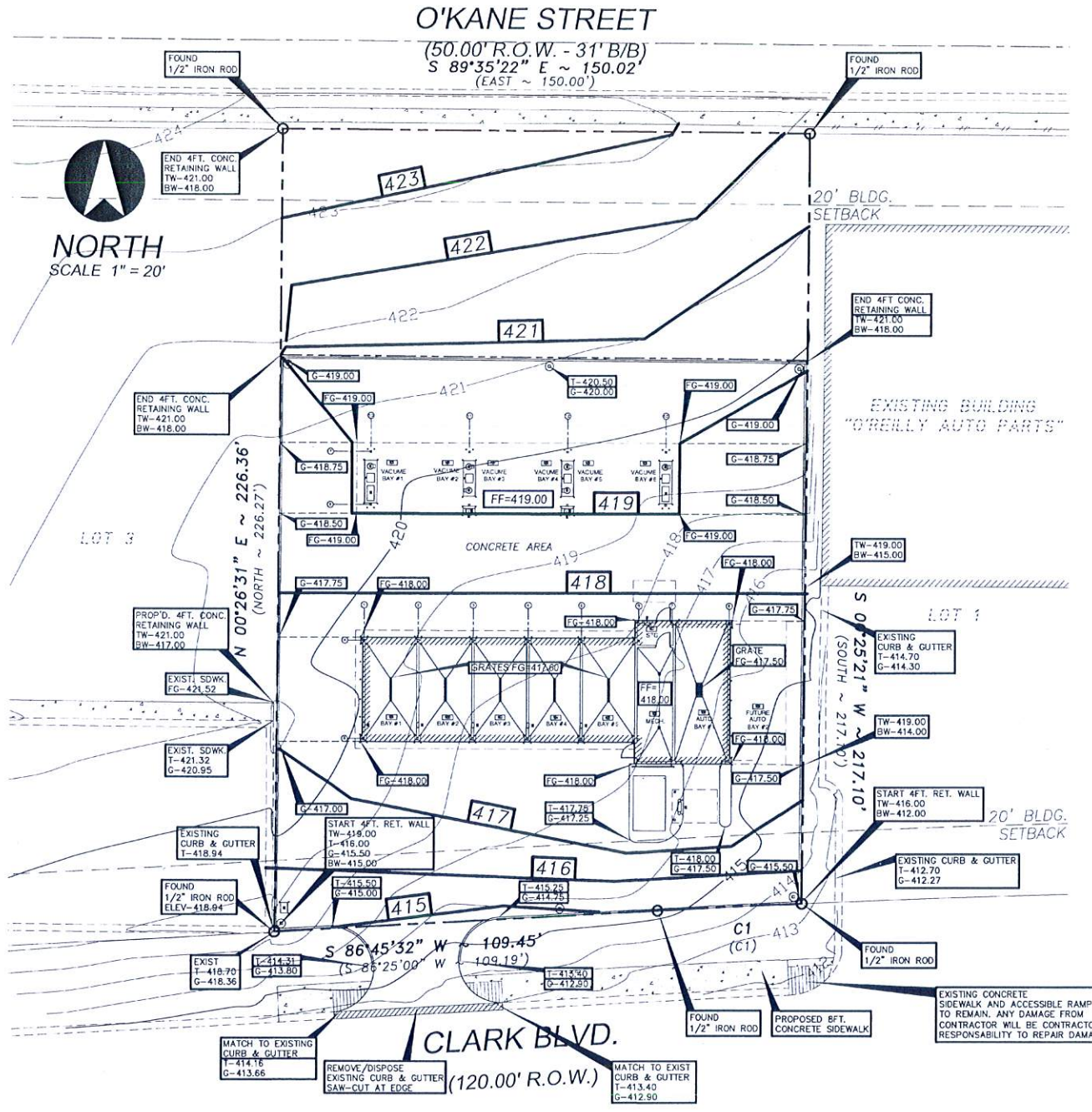
DATE:	REVISIONS / DESCRIPTIONS

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 TEXAS REGISTERED ENGINEERING FIRM F-005148  
 801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
 PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 BUILDING CONTROL PLAN

DRAWN BY: D.K.M.  
 CHECKED BY: R.A.T.  
 APPROVED BY: R.A.T.  
 DATE: JANUARY 4, 2019  
 SCALE: 1"=20'  
 JOB #: 1218NS87  
 FILE NAME: P:\ENR\CLARK CAR WASH\CP.1  
 SHEET  
**2.1** of 6.1



	RECORDED	FOUND
CURVE	C1	C1
DELTA	00°36'25"	00°36'16"
RADIUS	3879.72'	3879.72'
LENGTH	41.09'	40.93'
CHORD	41.09'	40.93'
BEARING	S86°43'12"W S87°12'24"W	

**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
 Oscar Raygoza, P.E.  
 City of Laredo Utilities Department  
 Civil Engineer II  
 5816 Daugherty St.  
 Laredo, Texas 78041  
 Phone (956) 721-2000  
 Fax (956) 721-2001

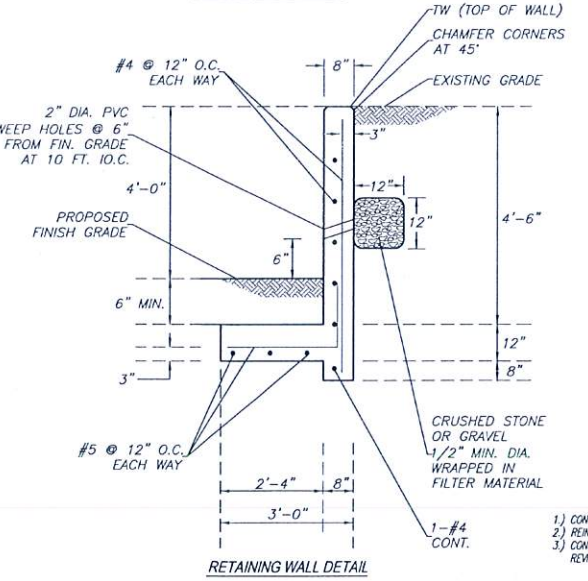
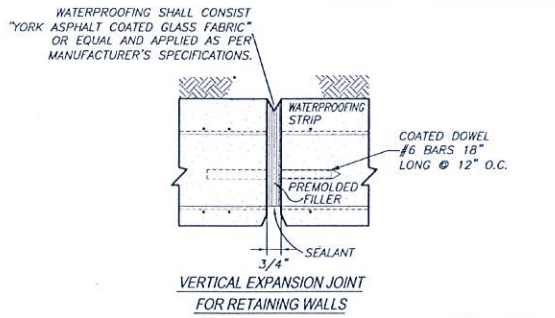
**A.E.P.**  
 Mr. Martin Valdez  
 1519 Calton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-3125  
 Fax: (956) 727-2144  
 E-mail: mvaldez@aep.com

**TIME WARNER**  
 Mr. Javier Esquivel  
 1313 W. Colton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-0612  
 Fax: (956) 729-0165  
 E-mail: javier.esquivel@twcable.com

**AT&T**  
 Mr. Alfredo Castro  
 902 San Eduardo Ave.  
 Laredo, Texas 78040  
 Ph: (956) 727-6748  
 Fax: (956) 727-6809  
 E-mail: ac5297@att.com

- GENERAL NOTES:  
 CONTRACTOR IS REFERRED TO:
1. WHEN OVER EXCAVATION AND/OR SELECT FILL REPLACEMENT IS RECOMMENDED FOR USE IN SOIL SUPPORTED SLABS, SITE DRAINAGE CONSIDERATIONS OF BOTH SURFACE AND SUBSURFACE DRAINAGE MAY BE CRUCIAL TO FINAL PLACEMENT OF THE SELECT FILL AND THE FINAL PERFORMANCE OF THE SOIL SUPPORTED STRUCTURES.
  2. UPSTREAM SIDE OF CONSTRUCTION AREA MAY BE MODIFIED BY USE OF BERMS OR SWALES WHICH DIVERTS WATER AWAY FROM THE CONSTRUCTION AREA.
  3. SLOPING THE SURFACE OF THE SUBGRADE WITH A MINIMUM DOWNWARD SLOPE OF 1.00 PERCENT OUT TO THE BASE OF DETERIORATED TRENCH LOCATED BEYOND THE BUILDING PERIMETER.
  4. SLOPING THE SURFACE OF THE FILL DURING CONSTRUCTION TO PROMOTE STORMWATER RUNOFF TO DETERIORATED IMPROVEMENTS UNTIL FINAL LIFT IS PLACED.
  5. SLOPING OF FINAL CONSTRUCTED SURFACE (I.E. PAVEMENTS) AND ANY PERIMETER BERMS WITH DRAINAGE AWAY FROM THE BUILDING LINES.
  6. LOCATING ALL WATER CARRIER PIPING, ROOF DRAINS, AND IRRIGATION PIPING AND SPRAY HEADS OUTSIDE OF THE SELECT FILL.
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  - IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES, AND WATER AND SEWER INSIDE BUILDING.



- NOTES:**
1. STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION 1982 STANDARD SPECIFICATION ITEMS 420 THROUGH 424. STRUCTURE WILL APPLY TO THIS PROJECT. SPECIAL REFERENCE TO "CRUSHED STONE FINISH" SHALL APPLY TO EXPOSED RETAINING WALLS.
  2. PLACE WEAKENED PLANE CONTRACTION JOINTS @ 20' O.C. HEIGHT. WEAKENED PLANE WALL WITH SLOT FILLED WITH MASTIC CALKING OR WITH SUITABLE RUBBER STRIPS APPROVED BY ENGINEER. PLACE EXPANSION JOINTS ABOUT EVERY FOURTH CONTRACTION JOINT. (SEE DETAIL). ALL STEEL TO BE  $f_y=60,000$  P.S.I. MIN. YIELD. ALL CONCRETE TO BE  $f_c=4,000$  P.S.I. MIN. STRENGTH.
- LEGEND**
- PROPERTY LINE
  - - - - PROPOSED CONTOUR
  - 560 --- EXISTING CONTOUR
  - 564.03 --- STOP ELEVATION
  - 5.5' --- CONCRETE PAVEMENT (LIGHT DUTY)
  - 6.5' --- CONCRETE PAVEMENT (HEAVY DUTY)
  - CONCRETE SIDEWALK (REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR/ EXTERIOR SIDEWALKS)
  - 2" HOT MIX ASPHALT W/8" COMPACTED FLEXIBLE BASE (LIGHT DUTY)
  - FIRE HYDRANT
  - WATER VALVE
  - SPRINKLER
  - WATER LINE
  - POWER POLE
  - LIGHT POLE
  - MANHOLE
  - SANITARY SEWER SERVICE
  - SANITARY SEWER LINE
  - TYPE "A" CURB AND GUTTER
  - EXISTING WATER METER
  - EXISTING GUY WIRE
  - EXISTING CHAIN LINK FENCE
- GENERAL NOTES**
- 1.) CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS
  - 2.) REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60.
  - 3.) CONSTRUCTION AND PLACING OF CONCRETE & REBAR SHALL CONFORM TO THE LATEST REVISION OF THE A.C.I. CODE.

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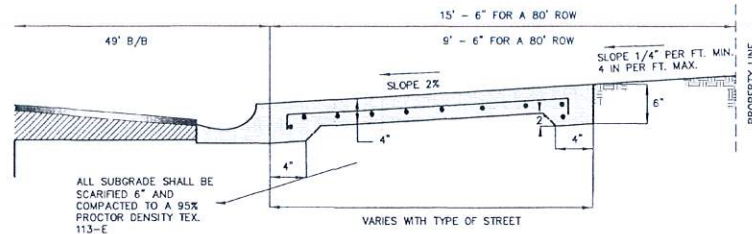
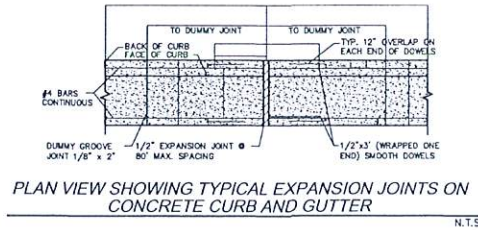
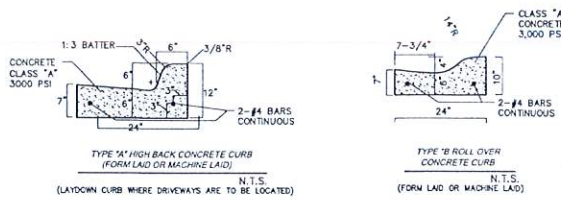
*Rodolfo A. Torres*  
 Sign

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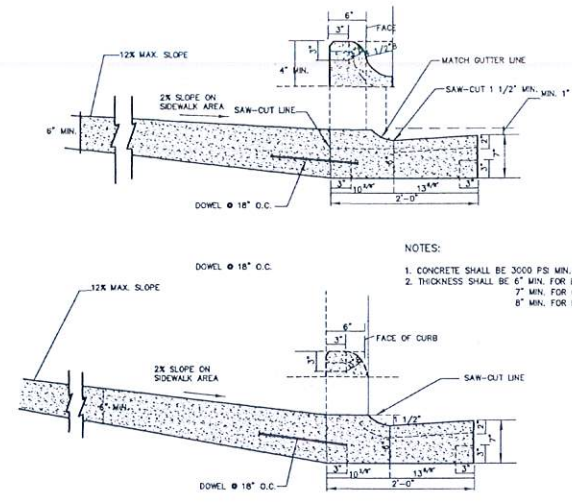
**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 FINISH GRADE PLAN

DRAWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EN587
FILE NAME: F:\ENR\CLARK\CLARK\CP3.1
SHEET
<b>3.1</b>
of 6.1

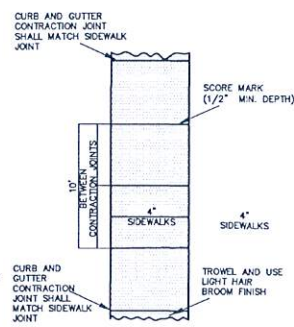
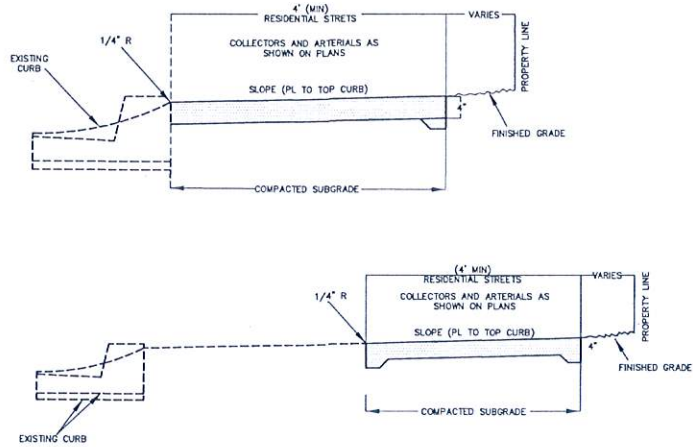




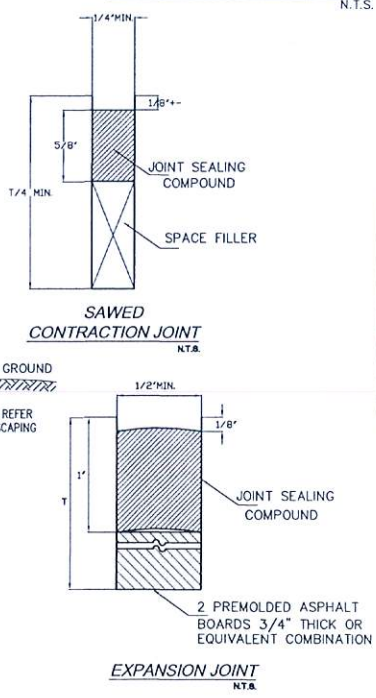
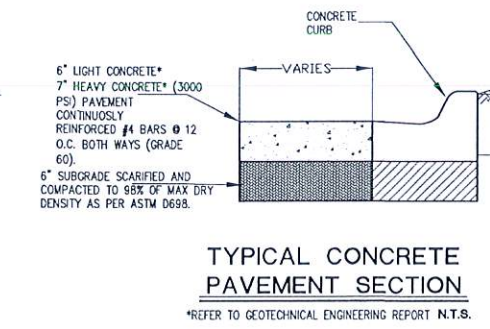
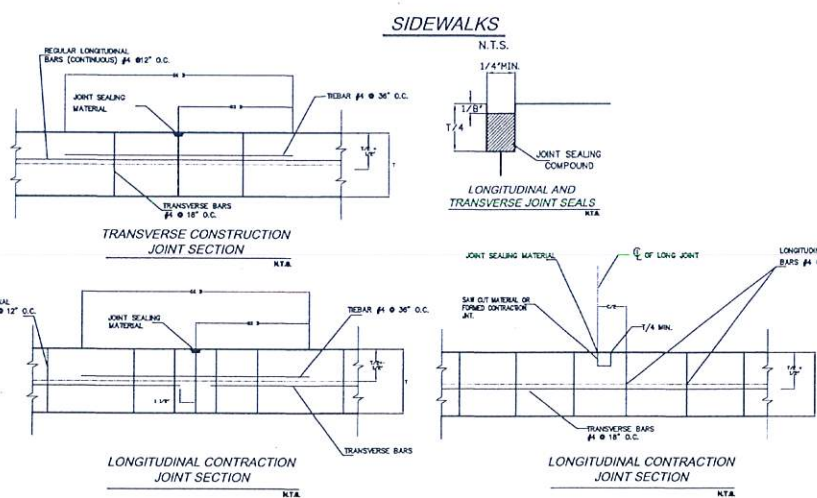
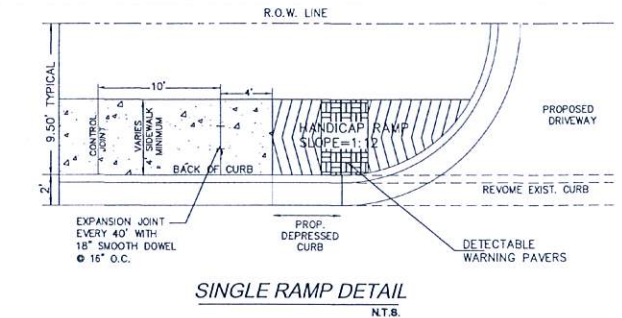
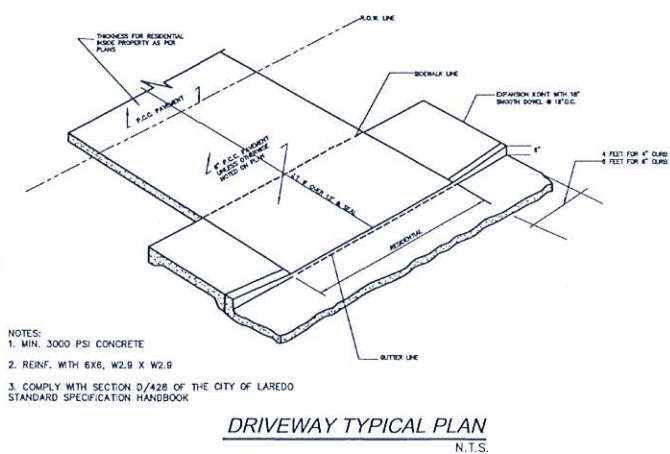
- NOTES:
- SIDEWALKS CONSTRUCTION SHALL CONFORM TO SEC. 430
  - EXPANSION JOINT SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER A.S.T.M. D-1751
  - LARGE AGGREGATE IN CONTRACTION JOINT, SHALL BE SEPARATED TO A DEPTH OF 1" - FINISH DEPTH SHALL BE A MINIMUM 3/4"
  - EXPANSION JOINT 80' MAXIMUM SPACING
  - CLASS "A" CONCRETE



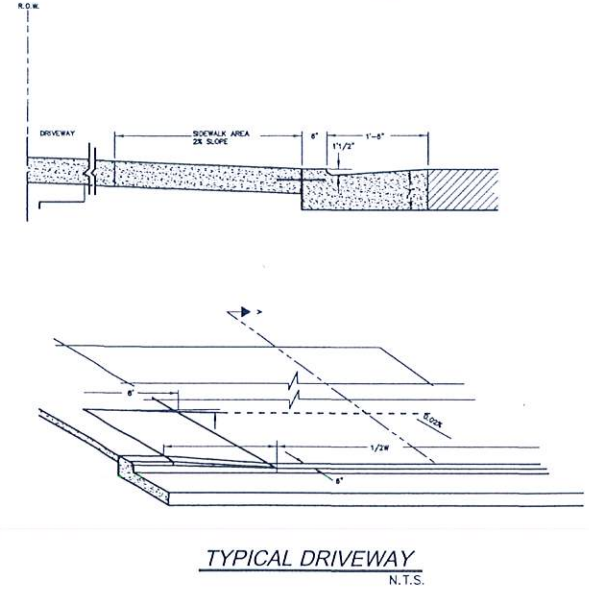
- NOTES ON ACCESSIBLE RAMP CONSTRUCTION**
- CURB MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSIST OF RAISED TRUNCATED DOWNS COMPLYING WITH SECTION 4.29 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACE, INCLUDING SIDE FLARES, FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
  - DETECTABLE WARNING SURFACE MUST BE SUP. RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
  - AVOID TRUNCATED DOWNS IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
  - DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP ON LANDING WHERE THE PEDESTRIAN ACCESS ROUTE ENTERS THE STREET.
  - DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE OF THE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE COVERED ALONG THE CORNER RADIUS.
  - TXDOT MAINTAINS A LIST OF QUALIFIED DETECTABLE WARNING MATERIALS. DETAILS ARE PROVIDED HEREIN FOR THE PLACEMENT OF LANDSCAPE, PAVERS, FOR OTHERS MATERIALS, REFER TO THE MANUFACTURER'S PRODUCT MANUAL FOR PROPER INSTALLATION.
  - THE FINISHED SURFACE OF THE WHEEL CHAIR RAMP IS TO BE ROUGHENED WITH NO LESS THAN A BROOM FINISH TO PREVENT SLIPPING, AND TO DIFFERENTIATE ITS TEXTURE FROM THAT OF THE STANDARD SIDEWALK.
  - THE LOCATION OF THE WHEELCHAIR RAMP MAY BE SHIFTED FROM THE PROPOSED LOCATION ON THE PLANS IF IN ENGINEER'S OPINION A CHANGE IS NECESSARY BECAUSE OF UNFORSEEN EXISTING CONDITIONS AT THE TIME OF CONSTRUCTION.
  - ACCESSIBLE RAMP CONSTRUCTION SHALL CONFORM TO DETAILS ON STANDARD SIDEWALK CONSTRUCTION.
  - THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP, THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12.



- NOTES ON SIDEWALK CONSTRUCTION:
- CONCRETE SHALL BE 3000 P.S.I.
  - ONE HALF (1/2) THICK MINIMUM PREFORMED BITUMINOUS EXPANSION JOINT MATERIAL SET THREE-FOURTHS (3/4) INCH BELOW FINISH SURFACE SHALL BE INSTALLED AT EXPANSION JOINTS.
  - DOWELS SHALL BE PLAIN BARS AND SHALL HAVE ONE HALF (1/2) THE BAR WRAPPED WITH 2 LAYERS OF ROOFING FELT OR PLASTIC TUBE.
  - 6" x 6" W2.9W2.9 SHALL BE USED AS REINFORCEMENT.
  - THE FINISH SHALL BE SEMISMOOTH WITH STIFF BROOM OR BRUSH FINISH
  - CONTRACTION JOINTS SHALL BE SCORED AT SPACING EQUAL TO WIDTH OF SIDEWALK
  - EXPANSION JOINTS AT MAXIMUM 80 FEET WITH SMOOTH 18" LONG DOWELS @ 16" C.C. AND 1/2" MINIMUM PREFORMED BITUMINOUS EXPANSIONS JOINT MATERIAL.
  - FORM FOR SIDEWALKS SHALL BE FULL DEPTH FOR DIMENSION SPECIFIED.



- NOTES:
- REFER TO:  
"CITY OF LAREDO STANDARD TECHNICAL SPECIFICATIONS MANUAL"
- DIVISION D - TECHNICAL PROVISIONS:  
V. STREETS:  
SECTION 502  
SECTION 506  
SECTION 508  
SECTION 510  
SECTION 512  
SECTION 516  
SECTION 518  
SECTION 520  
SECTION 522



SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

LEGAL DESCRIPTION:  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

USE THE LATEST VERSION OF SECTION 702 PERMANENT TRAFFIC BARRICADES, SECTION 704 STREET SIGNS FROM CITY OF LAREDO STANDARD TECHNICAL SPECIFICATION MANUAL.

DATE:	REVISIONS / DESCRIPTIONS



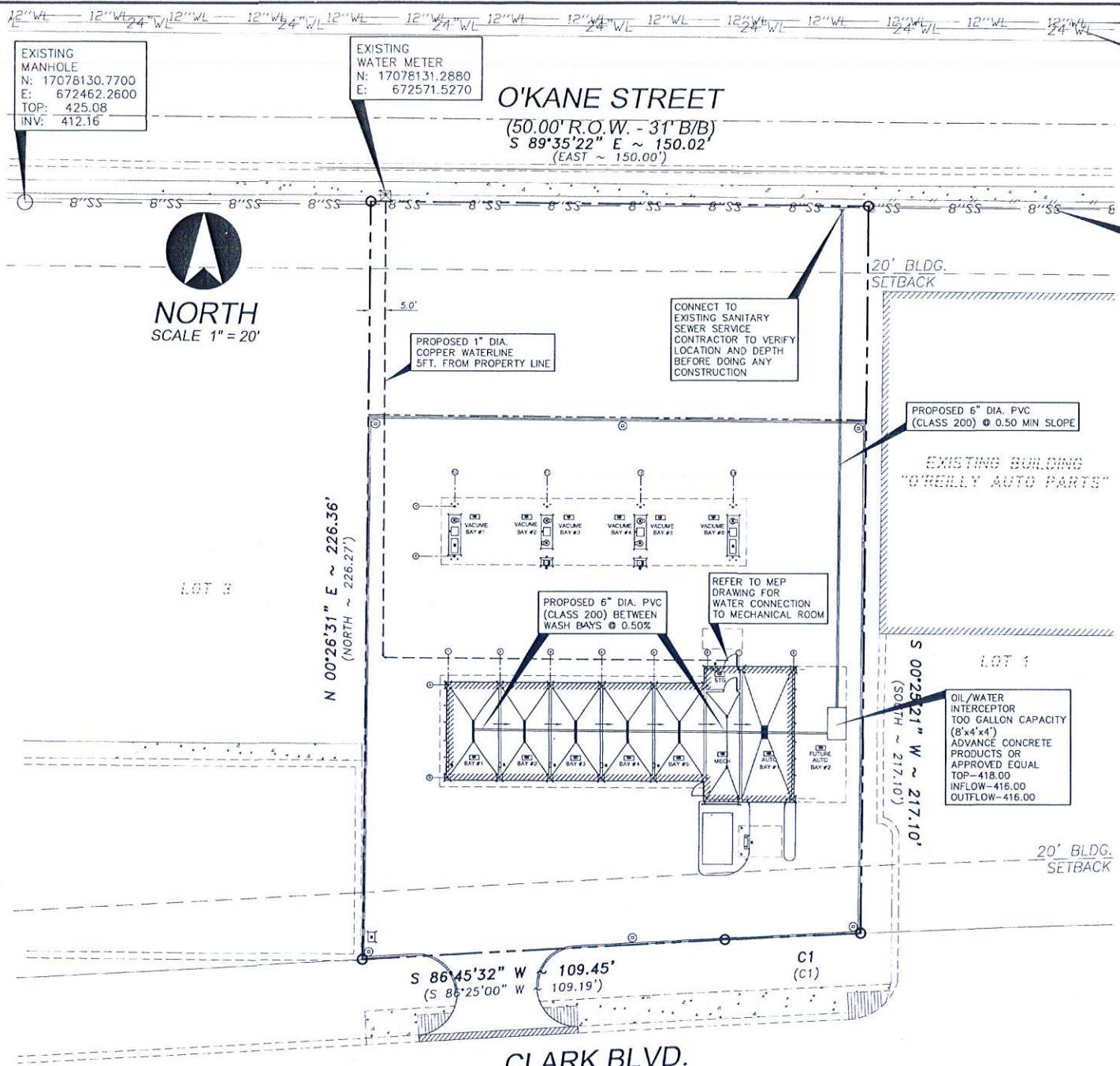
The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 only. Date: 01/22/19



**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
STANDARD PAVING DETAILS

DRAWN BY: D.K.M.  
CHECKED BY: R.A.T.  
APPROVED BY: R.A.T.  
DATE: JANUARY 4, 2019  
SCALE: 1"=20'  
JOB #: 1218EN587  
FILE NAME: PAVING\CLARK\CLARK\CP33  
SHEET  
**3.2** of 6.1



EXISTING  
12" DIA. WATERLINE

EXISTING  
24" DIA. WATERLINE

EXISTING  
8" DIA. SEWERLINE

**City of Laredo, Utilities**

**UTILITIES DEPARTMENT**  
 Oscar Raygoza, P.E.  
 City of Laredo Utilities Department  
 Civil Engineer II  
 5816 Daugherty St.  
 Laredo, Texas 78041  
 Phone (956) 721-2000  
 Fax (956) 721-2001

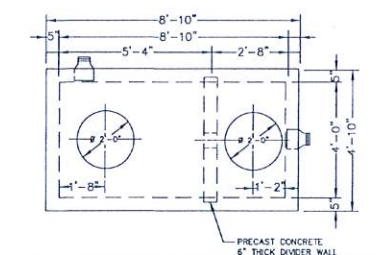
**A.E.P.**  
 Mr. Martin Valdez  
 1519 Colton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-3125  
 Fax: (956) 727-2144  
 E-mail: mvaldez@aep.com

**TIME WARNER**  
 Mr. Javier Esquivel  
 1313 W. Colton Rd.  
 Laredo, Texas 78041  
 Ph: (956) 721-0612  
 Fax: (956) 729-0165  
 E-mail: javier.esquivel@twcable.com

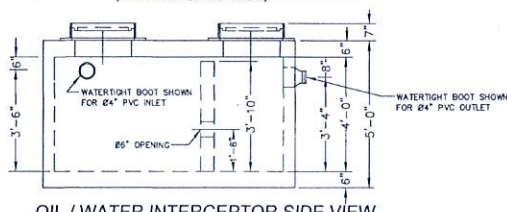
**A&T**  
 Mr. Alfredo Castro  
 902 San Eduardo Ave.  
 Laredo, Texas 78040  
 Ph: (956) 727-6748  
 Fax: (956) 727-6809  
 E-mail: ac5297@att.com

- GENERAL NOTES:  
 CONTRACTOR IS REFERRED TO:  
 A) "GEOTECHNICAL ENGINEERING REPORT: REFER TO QUANTUM CONSTRUCTION REPORT."  
 1. WHEN OVER EXCAVATION AND/OR SELECT FILL REPLACEMENT IS RECOMMENDED FOR USE IN SOIL SUPPORTED SLABS, SITE DRAINAGE CONSIDERATIONS OF BOTH SURFACE AND SUBSURFACE DRAINAGE MAY BE CRUCIAL TO FINAL PLACEMENT OF THE SELECT FILL AND THE FINAL PERFORMANCE OF THE SOIL SUPPORTED STRUCTURES.  
 2. UPSTREAM SIDE OF CONSTRUCTION AREA MAY BE MODIFIED BY USE OF BERMS OR SWALES WHICH DIVERTS WATER AWAY FROM THE CONSTRUCTION AREA.  
 3. SLOPING THE SURFACE OF THE SUBGRADE WITH A MINIMUM DOWNWARD SLOPE OF 1.00 PERCENT OUT TO THE BASE OF DENEWATERING TRENCH LOCATED BEYOND THE BUILDING PERIMETER.  
 4. SLOPING THE SURFACE OF THE FILL DURING CONSTRUCTION TO PROMOTE STORMWATER RUNOFF TO DENEWATERING IMPROVEMENTS UNTIL FINAL LIFT IS PLACED.  
 5. SLOPING OF FINAL CONSTRUCTED SURFACE (I.E. PAVEMENTS) AND ANY PERIMETER DRAINS WITH DRAINAGE AWAY FROM THE BUILDING LINES.  
 6. LOCATING ALL WATER CARRIER PIPING, ROOF DRAINS, AND IRRIGATION PIPING AND SPRAY HEADS OUTSIDE OF THE SELECT FILL.  
 7. PAYMENT FOR EMBANKING/VEGETATION WILL BE MADE TO THE CONTRACTOR BASED ON THE CONTRACT UNIT PRICE PER CUBIC YARD, THE FINAL QUANTITY FOR WHICH PAYMENT WILL BE MADE, WILL BE THAT QUANTITIES SHOWN ON THE CONTRACT PLANS AND BID PROPOSAL, REGARDLESS OF ERRORS IN CALCULATIONS.  
 8. CONSTRUCTION BARRICADES AND WARNING SIGNS, TOGETHER WITH FLASHERS SHALL BE PROVIDED AT ALL UNITS UNDER CONSTRUCTION OR OTHERWISE BEING HAZARDOUS TO MOTORIST. ALL OBSTACLE MARKERS SHALL BE PROPERLY FLAGGED.  
 9. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZED OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.  
 10. APPROVAL CRITERIA FOR FLEXIBLE BASE SOURCES AND APPROVALS OF AN AREA AND/OR DEPTH OF LAYER IN SOURCE FROM WHICH THE MATERIAL IS TO BE SECURED WILL BE BASED ON PRELIMINARY TEST AND SUCH OTHER OCCASIONAL TEST AS FOUND NECESSARY BY THE GEOTECHNICAL ENGINEER.  
 11. ALL RUBBISH, TEMPORARY STRUCTURES, AND BACKFILL SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR.
- GENERAL NOTES TO CONTRACTORS:  
 I. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZED OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.  
 II. 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.  
 III. ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING, BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.  
 IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES, AND WATER AND SEWER INSIDE BUILDING.

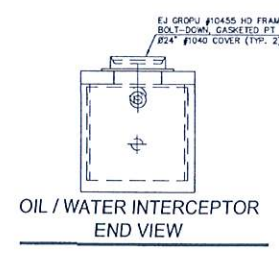
**ADVANCE CONCRETE PRODUCTS**  
 700 GALLON INTERCEPTOR (8'x4'x4')



OIL / WATER INTERCEPTOR PLAN VIEW (WITHOUT FRAMES AND COVERS)



OIL / WATER INTERCEPTOR SIDE VIEW (WITHOUT FRAMES AND COVERS)



OIL / WATER INTERCEPTOR END VIEW

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4500 PSI

REINFORCING STEEL SHALL COMPLY WITH ASTM A706 GRADE 60 REBAR. BAR BENDING AND PLACEMENT SHALL COMPLY WITH THE LATEST ACI STANDARDS.

STANDARD STRUCTURAL DESIGN BASED ON AASHTO HS 20 WHEEL LOADING.

GROUT FOR DIVIDER WALL KEYWAYS SUPPLIED & INSTALLED BY OTHERS.

1" O BUTYL ROPE MASTIC IS PROVIDED FOR PLACEMENT BETWEEN TOP AND BOTTOM SECTIONS OF VAULT (FUEL RESISTANT ROPE MASTIC IS PROVIDED FOR OIL INTERCEPTORS)

APPROXIMATE WEIGHT TOTAL: + 13,700 LBS.  
 BOTTOM SECTION: + 9,800 LBS. TOP SLAB: + 2,750 LBS.  
 DIVIDER WALL: + 1,150 LBS.

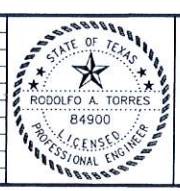
**LEGEND**

- PROPERTY LINE
- - - - - PROPOSED CONTOUR
- EXISTING CONTOUR
- 56.02 EXISTING STOP ELEVATION
- 56.02 EXISTING 5.5" CONCRETE PAVEMENT (LIGHT DUTY)
- 56.02 EXISTING 6.5" CONCRETE PAVEMENT (HEAVY DUTY)
- CONCRETE SIDEWALK (REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR/ EXTERIOR SIDEWALKS)
- 2" HOT MIX ASPHALT #6" COMPACTED FLEXIBLE BASE (LIGHT DUTY)
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE
- SPRINKLER
- WATER LINE
- POWER POLE
- LIGHT POLE
- MANHOLE
- SANITARY SEWER SERVICE
- SANITARY SEWER LINE
- TYPE "A" CURB AND GUTTER
- EXISTING WATER METER
- EXISTING GUY WIRE
- EXISTING CHAIN LINK FENCE

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

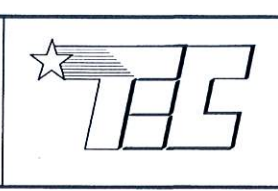
**LEGAL DESCRIPTION:**  
 3314 CLARK BOULEVARD  
 LOT 2, BLOCK 12  
 EASTWOODS SUBDIVISION, PHASE IV  
 (REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/22/19

Sign: *[Signature]*



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 TEXAS REGISTERED ENGINEERING FIRM F-005148  
 801 GUADALUPE ST., SUITE 101 LAREDO, TX. 78040  
 PH. (956)791-1220 e-mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
 LOT 2, BLOCK 12,  
 EASTWOODS SUBDIVISION, PHASE IV  
 WATER AND SANITARY SEWER SYSTEM PLAN

DRAWN BY: D.K.M.  
 CHECKED BY: R.A.T.  
 APPROVED BY: R.A.T.  
 DATE: JANUARY 4, 2019  
 SCALE: 1" = 20'  
 JOB #: 1218E587  
 FILE NAME: F:\ENG\CLARK\CLARK.CAD  
 SHEET  
**4.1** of 6.1

# WATER & SEWER SEPARATION TABLE

CASE No	WATER	SEWER	OTHER	PIPE ON TOP	CLEARANCE		WATER PIPE	SEWER PIPE	OTHER REQUIREMENTS	TCEQ REF.
					VERT.	HORIZ.				
<b>PARALLEL LINES</b>										
1	NEW	EXIST. NON-PRESSURE OR PRESSURE	CONFIRMED NO LEAKAGE	WATER	2 FL.	4 FL.	NONE	NONE	DO NOT DISTURB BEDDING/BACKFILL OF EXIST. SEWER	290.44 (e)(5)(A)(i)
2	NEW	EXIST. PRESSURE-RATED	CANNOT CONFIRM LEAKAGE	WATER	2 FL.	4 FL.	NONE	REPLACE WITH 150 PSI PIPE		290.44 (e)(5)(A)(i)
3	NEW	NEW SEWER/FORCE MAIN		WATER	2 FL.	4 FL.	NONE	150 PSI PIPE		290.44 (e)(5)(A)(ii)
4	EXIST.	NEW (NON-PRESSURE)		WATER	2 FL.	4 FL.	NONE	150 PSI PIPE		217.53 (d)(1)
<b>CROSSING LINES</b>										
5	NEW	EXIST. NON-PRESSURE-RATED SWR	NO LEAKAGE IN SEWER	WATER	2 FL.	N/A	CENTER 18" SEGMENT	NONE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(i)
5A	SAME	SAME	SEWER LEAKING OR DISTURBED	WATER	2 FL.	N/A	CENTER 18" SEGMENT	REPLACE WITH 150 PSI PIPE	SAME	SAME
6	NEW	EXIST. PRESSURE-RATED	NO LEAKAGE IN SEWER	WATER	6 in.	N/A	CENTER 18" SEGMENT	NONE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(i)
6A	SAME	SAME	SEWER LEAKING	WATER	6 in.	N/A	CENTER 18" SEGMENT	REPLACE WITH 150 PSI PIPE	SAME	SAME
7	NEW	NEW NON-PRESSURE RATED	MIN. 18" PIPE SEGMENTS	WATER	2 FL.	N/A	CENTER 18" SEGMENT	SDR-26 PIPE EMBED IN CEMENT-STABILIZED SAND	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(ii)
7A	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	WATER	2 FL.	N/A	CENTER 18" SEGMENT	CENTER 18" OF 150 PSI PIPE		290.44 (e)(5)(B)(vii)
7B	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	WATER	6 in.	N/A	NONE	ENCASE IN 18" MIN. OF SDR-26 PIPE		290.44 (e)(5)(B)(viii)
7C	SAME	SAME	(LESS THAN 18" PIPE SEGMENTS)	SEWER	1 FL.	N/A	ENCASE IN 18" MIN. OF SDR-26 PIPE	NONE	WATER & SEWER MUST PASS PRESSURE & LEAKAGE TEST PER AWWA C600	290.44 (e)(5)(B)(viii)
8	NEW	NEW PRESSURE-RATED		WATER	6 in.	N/A	CENTER 18" SEGMENT	150 PSI PIPE EMBED IN CEMENT-STABILIZED SAND	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	290.44 (e)(5)(B)(v)
9	EXIST.	NEW (NON-PRESSURE)		WATER	2 FL.	N/A	NONE	CENTER 18" SEGMENT SDR-26 PIPE EMBEDDED IN CEMENT-STABILIZED SAND OR 150 PSI PIPE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	217.53 (d)(2)
10	EXIST.	NEW (NON-PRESSURE)		WATER	6 in.	N/A	NONE	CENTER 18" SEGMENT SDR-26 PIPE EMBEDDED IN CEMENT-STABILIZED SAND OR 150 PSI PIPE	WHEN POSSIBLE, CENTER BETWEEN EXIST. JOINTS OF SEWER	217.53 (d)(3)
11	EXIST OR NEW	MANHOLE (NEW OR EXIST.)		N/A	N/A	< 9 FL.	ENCASE IN 18" MIN. OF SDR-26 PIPE	N/A		217.53 (d)(4)

**NOTES:**

1. VALVE BOX REQUIRED FOR ALL VALVES & BLOWOFF VALVES.
2. WHERE TWO PIPELINES CROSS WITH LESS THAN 1'-0" CLEARANCE 1 (ONE) JOINT OF CLASS 52 DUCTILE IRON PIPE TO BE PROVIDED IN EACH PIPELINE CENTERED @ INTERSECTION OR CONCRETE SEAL.
3. ALL PIPE INCLUDING SEWER LINES TO BE LAID WITH A MIN. COVER OF 3'-6" FROM TOP OF PIPE JOINTS TO FINISH GRADE WHERE THIS MIN. COVER CAN NOT BE OBTAINED, CLASS 52 DUCTILE IRON PIPE TO BE USED. NO PIPE TO BE LAID WITH LESS THAN 2'-6" COVER.
4. DO NOT REMOVE EXIST. VALVES WHERE CONN. MADE TO EXIST. LINE.
5. FIRE HYDRANT TO BE EQUAL TO MUELLER A-423 IMPROVED 4" MECH. JOINT.
6. ALL WET CONNECTION TO BE DONE BY CONTRACTOR PRIOR AUTHORIZATION FROM CITY OF LAREDO UTILITIES DEPARTMENT.
7. ALL FITTING SHALL BE MECHANICAL JOINT SHALL BE GRAY CLASS 250 WHERE APPLICABLE AND SHALL BE PRODUCED IN ACCORDANCE WITH ANSI/AWWA C110/A21.10 AND ANSI/AWWA C111/A21.11

**WATER NOTES TO CONTRACTORS**

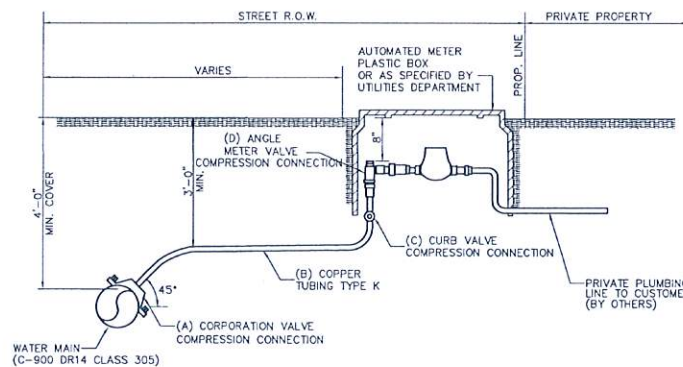
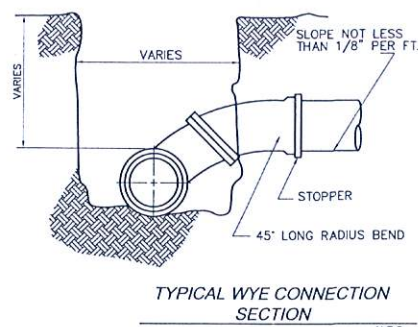
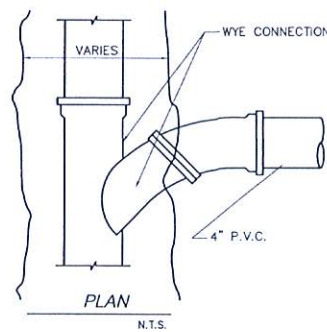
- I.- ANY WATER AND SEWER LINES PARALLEL OR CROSSING EACH OTHER MUST MEET (TCEQ) REQUIREMENTS PERTAINING TO SEPARATION AND CLEARANCE.
- II.- ALL WATER FITTINGS SHALL BE MECHANICAL JOINTS MADE IN USA.
- III.- ALL UNDERGROUND BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL.
- IV.- ALL PIPE JOINT RESTRAINT FITTINGS SHALL BE MADE IN USA AND BOLTS, NUTS AND RODS SHALL BE 316 STAINLESS STEEL.
- V.- ALL WATER PIPE UP TO 12" OF DIAMETER SHALL BE PVC, DR-14, C-900. FROM 16" TO 24" DIAMETER WATER PIPE SHALL BE PVC DR-18, C-905.
- VI.- IF AN EXISTING WATERLINE IS REPLACED, ALL WATER SERVICES SHALL BE REPLACED FROM THE NEW LINE TO THE METER LOCATION. ALL WATER SERVICES TO BE TRANSFERRED TO THE NEW WATER LINE ONCE THIS HAS PASSED THE PRESSURE TEST AND BACTERIOLOGICAL TEST.
- VII.- ALL TIE-IN CONNECTIONS TO THE EXISTING MAINS SHALL BE DONE WITH RESTRAINT PIPE AND FITTINGS.

STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT. IF ANY, SHALL ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEMS THAT COMPLY WITH, AS MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATION. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

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- 2.- 1-800-DIG TESS CALL 1-800-344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
- 3.- ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING. BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.

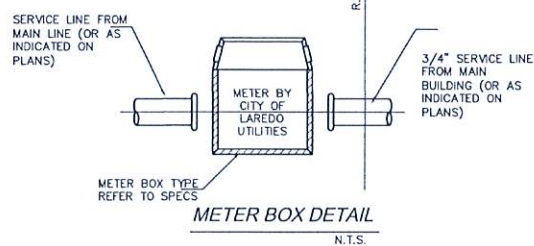
**NOTE:**

CONTRACTOR SHALL COORDINATE WITH ENGINEER TO PROVIDE COORDINATES (X,Y & Z) OR PROVIDE A CLEAN OUT FOR EACH SEWER SERVICE



**TYPICAL WATER SERVICE INSTALLATION TYPICAL 3/4 AND 1"**  
N.T.S.

TAP SIZE	(A)	(B)	(C)	(D)
3/4"	3/4"	3/4"	3/4"	3/4"
1"	1"	1"	1"	1"

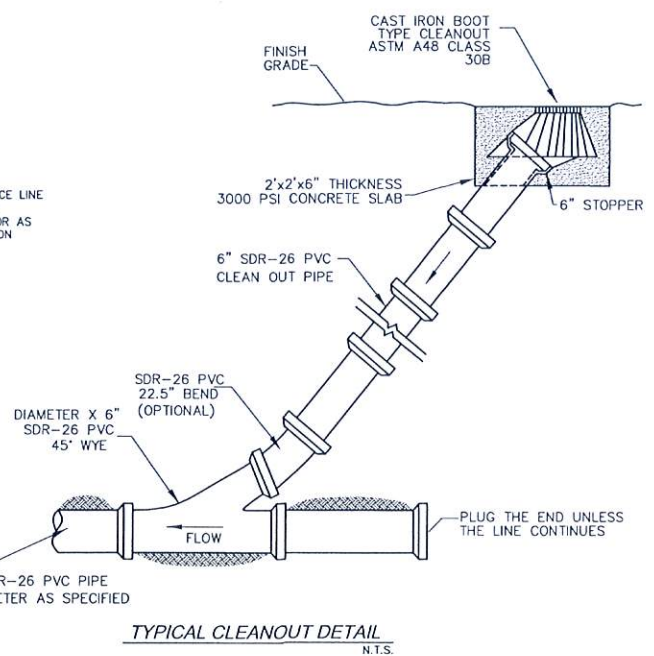
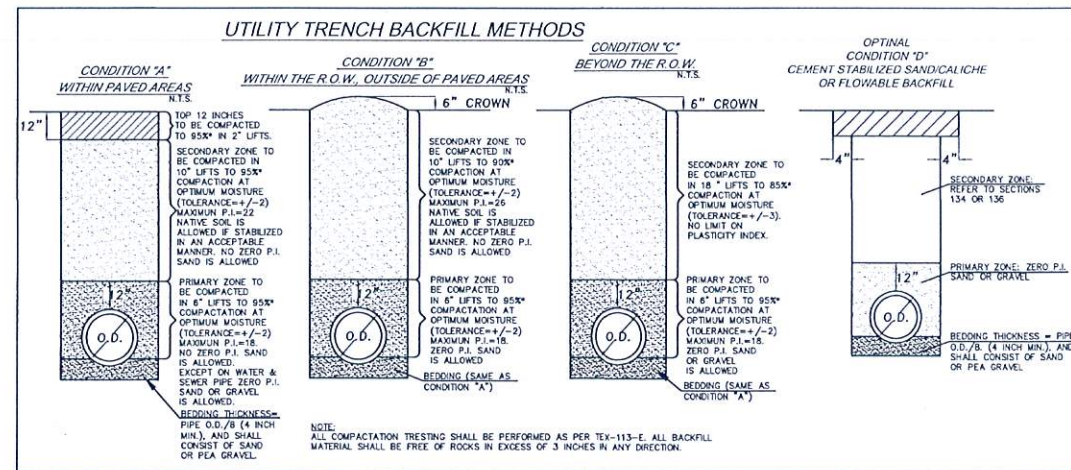


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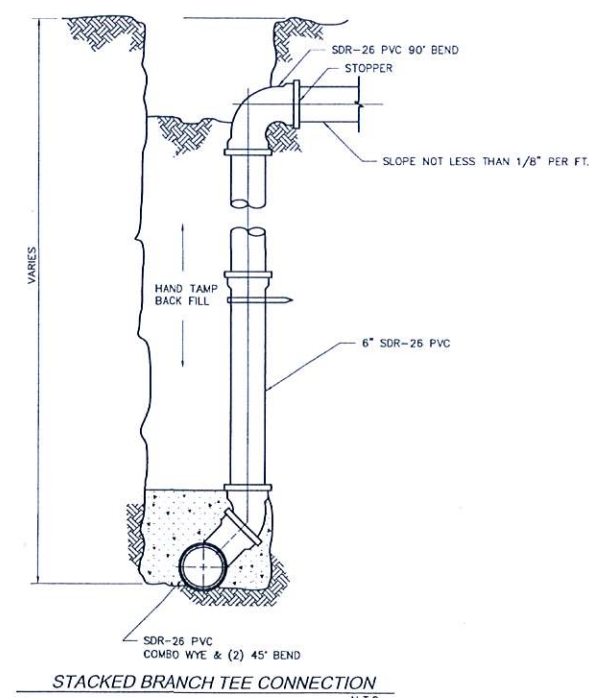
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**NOTES:**  
REFER TO: "CITY OF LAREDO STANDARD TECHNICAL SPECIFICATIONS MANUAL"  
DIVISION D-TECHNICAL PROVISIONS:  
II. WASTEWATER:  
REFER TO 102  
SECTION 202  
SECTION 206  
SECTION 210  
SECTION 214  
SECTION 216  
SECTION 218  
REFER TO 128

**NOTES:**  
REFER TO:  
"CITY OF LAREDO STANDARD TECHNICAL SPECIFICATION MANUAL"  
DIVISION D- TECHNICAL PROVISIONS:  
I. WATER:  
SECTION 102  
SECTION 104  
SECTION 110  
SECTION 112  
SECTION 114  
SECTION 116  
SECTION 120  
SECTION 122  
SECTION 128



**TYPICAL CLEANOUT DETAIL**  
N.T.S.



**STACKED BRANCH TEE CONNECTION**  
N.T.S.

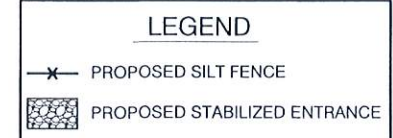
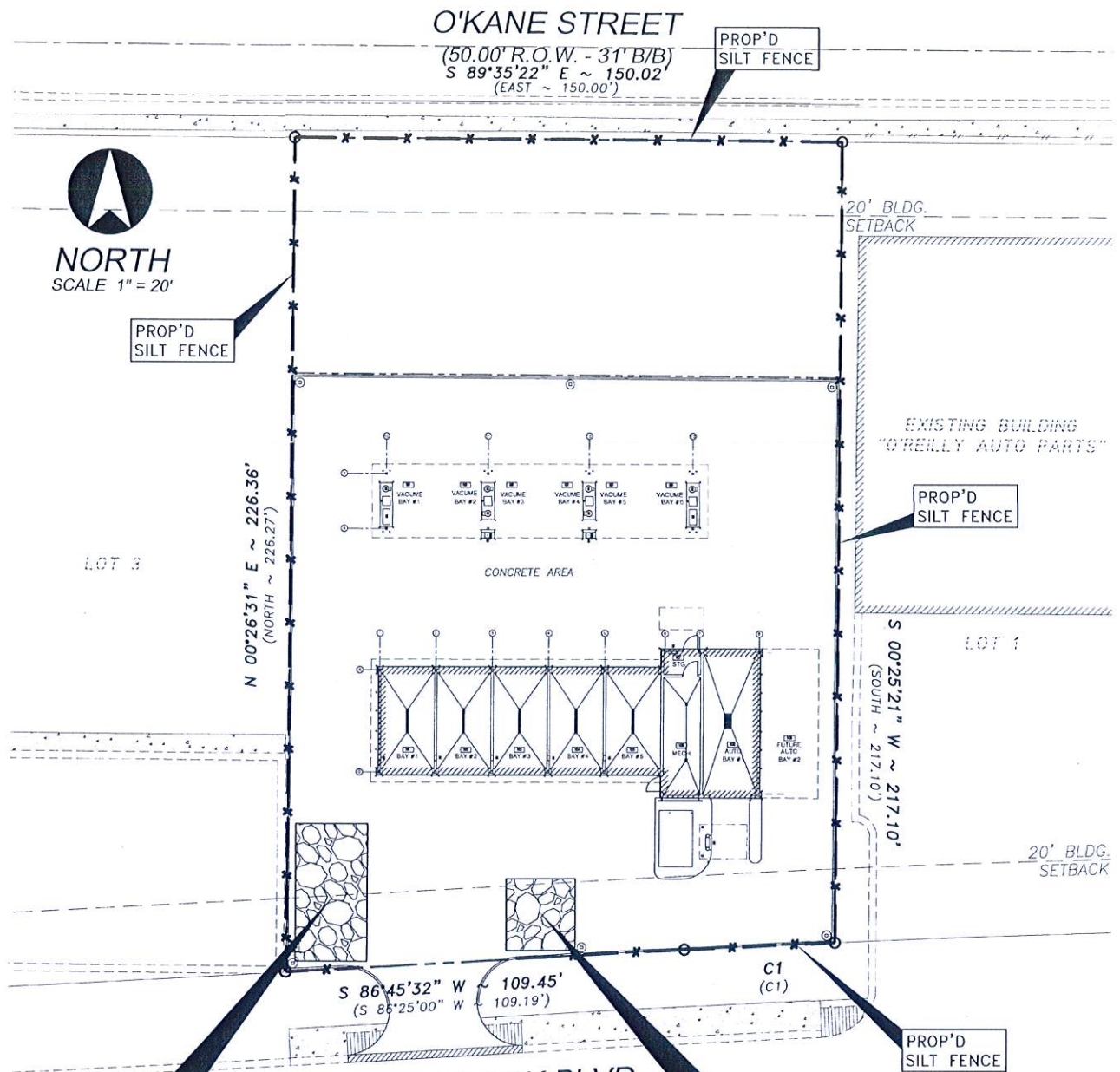
DATE:	REVISIONS / DESCRIPTIONS

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**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040  
PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
WATER AND SANITARY SEWER SYSTEM DETAILS

DRAWN BY: D.K.M.  
CHECKED BY: R.A.T.  
APPROVED BY: R.A.T.  
DATE: JANUARY 4, 2019  
SCALE: 1"=20'  
JOB #: 1218EN587  
FILE NAME: F:\08\CLARK\CLARK\CP\4.3  
SHEET  
**4.2** of 6.1

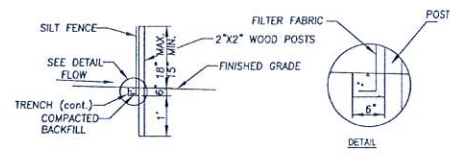


- TCEQ CONSTRUCTION GENERAL PERMIT CHECKLIST**  
Storm Water Pollution Prevention Plan Construction/Implementation Checklist
1. Maintain Records of Construction Activities, including:
    - Dates when major grading activities occur.
    - Dates when construction activities temporarily cease on a portion of the site.
    - Dates when construction activities permanently cease on a portion of the site.
  2. Prepare Inspection Reports summarizing:
    - Name of inspector.
    - Qualifications of inspector.
    - Measures/areas inspected.
    - Observed conditions.
    - Changes necessary to the SWPPP.
  3. Report Releases of Reportable Quantities of Oil or Hazardous Materials (if they occur):
    - Notify National Response Center 800/424-8802 immediately.
    - Notify permitting authority in writing within 14 days.
    - Modify the pollution prevention plan to include:
      - the date of release.
      - circumstances leading to the release.
      - steps taken to prevent recurrence of the release.
  4. Modify Pollution Prevention Plan as necessary to:
    - Comply with minimum permit requirements when notified by TCEQ that the plan does not comply.
    - Address a change in design, construction operation or maintenance which has an effect on the potential for discharge of pollutants.
    - Prevent recurrence of reportable quantity releases of a hazardous material or oil.
- CONSTRUCTION SPECIFICATIONS FOR SILT BARRIER FENCE**
- A. MATERIALS**
1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF POLYPROPYLENE, NYLON, POLYESTER OR ETHYLENE TARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS (PER ASTM METHODS):
 

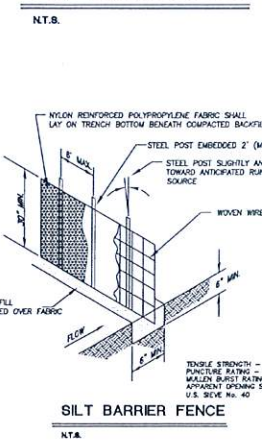
PHYSICAL PROPERTY	REQUIREMENTS
FILTERING EFFICIENCY	75% (MIN.)
TENSILE STRENGTH 20R	EXT. STRENGTH = 50 LBS./LIN. IN. (MIN.)
MAX. ELONGATION	STD. STRENGTH = 30 LBS./LIN. IN. (MIN.)
FLOW RATE	0.3 GAL./SQ. FT./MIN. (MIN.)
  2. SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USEABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0° TO 120°.
- B. INSTALLATION**
1. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 15" AND A MAXIMUM OF 18" ABOVE FINAL GRADE.
  2. STANDARD STRENGTH SYNTHETIC FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS (AND THUS IMPROVE THE BARRIER'S STRENGTH AND EFFICIENCY).
  3. STAKES FOR THE SILT FENCE SHALL BE 2" x 2" WOOD WITH A MINIMUM LENGTH OF 3 FEET.
  4. THE STAKES SHALL BE SPACED A MAXIMUM OF 10' APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (18" MIN.).
  5. A TRENCH SHALL BE EXCAVATED APPROX. 6" WIDE AND 6" DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER.
  6. THE SILT FENCE SHALL BE STAPLED TO THE STAKES, WITH 4" (MIN.) OF FABRIC EXTENDED INTO THE TRENCH. HEAVY DUTY WIRE STAPLES AT LEAST ONE-HALF INCH LONG SHALL BE USED. THE FENCE SHALL NOT BE STAPLED TO EXISTING TREES.
  7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FENCE MATERIAL.
  8. IF A SILT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR "SHALE," THE BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW, AND THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE.
  9. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
- C. MAINTENANCE**
1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
  2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE SILT FENCE IS STILL NECESSARY, IT SHALL BE REPLACED IMMEDIATELY.
  3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS REACH APPROX. 1/3 THE HEIGHT OF THE FENCE.
  4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
  5. THERE SHOULD BE NO CAPS OR SAGS IN THE SILT FENCE.

**STABILIZED CONSTRUCTION ENTRANCE**

- GENERAL NOTES TO CONTRACTOR**
- N.T.B.**
- STABILIZED ENTRANCE GENERAL NOTES**
1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
  2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
  3. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
  4. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. WHEN SHOWN ON THE CONSTRUCTION DRAWING, AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.



**SILT BARRIER FENCE**



**STORM WATER POLLUTION PREVENTION PLAN CONTRACTOR CERTIFICATION**

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharge associated with industrial activity from the construction site identified as part of this certification.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

CONTRACTING FIRM \_\_\_\_\_

**STABILIZED ENTRANCE GENERAL NOTES**

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF POINT OF INGRESS AND/OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. WHEN SHOWN ON THE CONSTRUCTION DRAWING, AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

**STABILIZED CONSTRUCTION ENTRANCE**  
ANY ALTERNATE LOCATION SHALL BE APPROVED BY ENGINEER OR ENVIRONMENTAL DEPT.

**READY MIX CONCRETE WASHING AREA**  
ANY ALTERNATE LOCATION SHALL BE APPROVED BY ENGINEER OR ENVIRONMENTAL SERVICES DEPT.

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

DATE:	REVISIONS / DESCRIPTIONS



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**TEC ENGINEERS & CONSULTANTS INC.**  
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PH. (956)791-1220 e-Mail: teceng@sbcglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
STORMWATER POLLUTION PREVENTION PLAN

DRAWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EN587
FILE NAME: F:\ENR\CLARK\WATER\SWPPP\CP1.DWG
SHEET
5.1 of 6.1

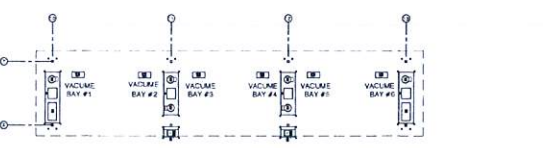
**O'KANE STREET**

(50.00' R.O.W. - 31'B/B)  
S 89°35'22" E ~ 150.02'  
(EAST ~ 150.00')

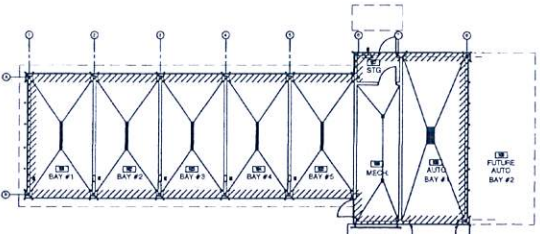


LOT 3

N 00°26'31" E ~ 226.36'  
(NORTH ~ 226.27')



CONCRETE AREA



S 00°25'21" W ~ 217.10'  
(SOUTH ~ 217.10')

LOT 1

20' BLDG. SETBACK

S 86°45'32" W 109.45'  
(S 85°25'00" W 109.19')

C1 (C1)

**CLARK BLVD.**

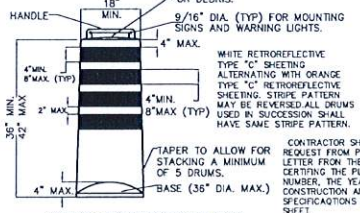
(120.00' R.O.W.)

PLASTIC DRUMS OR PORTABLE RIGID VERTICAL PANELS @ 20 FT. ON CENTER

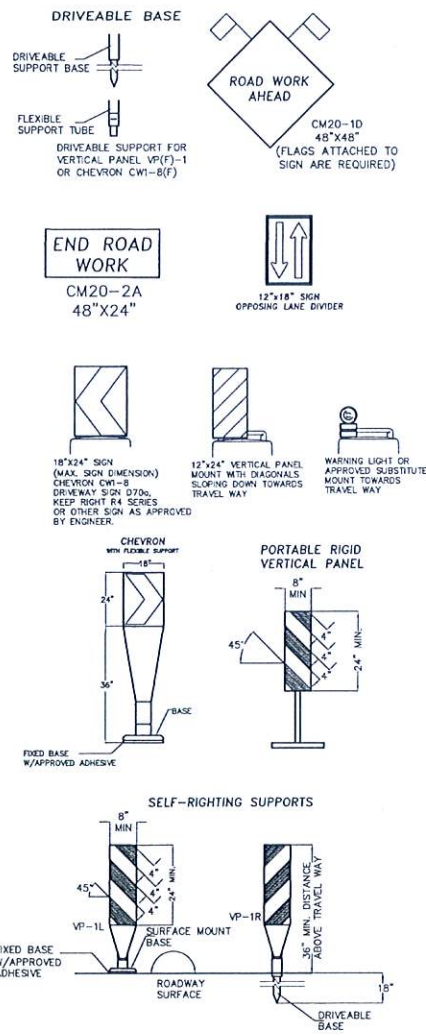
**NOTES:**

1. Traffic cones and tubular markers shall be a minimum of 20 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.

6. Reflectorization of cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands. The reflectorized bands shall be retroreflective type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
8. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
9. Cones or tubular markers used on each project shall be of the same size and shape.
10. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.



CONTRACTOR SHALL PROVIDE, ON REQUEST FROM PROJECT MANAGER, A LETTER FROM THE DRUM MANUFACTURER CERTIFYING THE PLASTIC DRUM MODEL NUMBER, THE YEAR AND MONTH OF CONSTRUCTION AND THAT IT MEETS THE SPECIFICATIONS ON THE STANDARD SHEET.



**LEGEND**

- PROPERTY LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- EXISTING STOP ELEVATION
- 8.5" CONCRETE PAVEMENT (LIGHT DUTY)
- 8.5" CONCRETE PAVEMENT (HEAVY DUTY)
- CONCRETE SIDEWALK
- METER TO ARCHITECTURAL DRAWINGS FOR INTERIOR/ EXTERIOR SIDEWALKS
- 2" HOT MIX ASPHALT W/12" COMPACTED FLEXIBLE BASE
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE
- SPRINKLER
- WATER LINE
- POWER POLE
- LIGHT POLE
- MANHOLE
- SANITARY SEWER SERVICE
- SANITARY SEWER LINE
- TYPE 'A' CURB AND OUTER
- EXISTING WATER METER
- EXISTING DRAIN METER
- EXISTING CHAIN LINK FENCE

**LEGEND**

- TRAFFIC LANES
- UNDER CONSTRUCTION
- PLASTIC DRUMS
- VERTICAL PANEL

- GENERAL NOTES**
1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN SUBMITTED FOR THE CONTRACTOR'S CONSIDERATION ONLY. THE CONTRACTOR MAY SUBMIT AN ALTERNATE CONSTRUCTION SEQUENCE AND TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. ALL WORK AND MATERIALS REQUIRED FOR TRAFFIC HANDLING WILL BE PAID AS TRAFFIC CONTROL PLAN ITEM. ALL BARRICADES AND SIGNS SHALL BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND/OR SIGNS AT ALL TIMES TO REPLACE THOSE THAT MAY BE DAMAGED.
  2. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
  3. ADVANCE SIGNS AND BARRICADES SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER AND CITY OF LAREDO TRAFFIC DEPARTMENT PRIOR TO OPENING ANY SECTION TO TRAFFIC.
  4. ADDITIONAL SIGNS, BARRICADES AND/OR OTHER CHANNELIZATION DEVICES MAY BE REQUIRED AND/OR ADVISED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST.
  5. TYPE B (C) BARRICADES WITH ACCOMPANY SIGNS AS SHOWN ON THIS SHEET SHALL BE PLACED AT EACH END OF THE PROJECT IN ACCORDANCE WITH STANDARDS 800J THROUGH 84.
  6. EXISTING ADJACENT ROADS AND DRIVEWAYS WITHIN THE PROJECT LIMITS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT AS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.
  7. WHEN THE CONTRACTOR IS WORKING ADJACENT TO AN EXISTING ROADWAY APPROPRIATE SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
  8. ALL STRIPING AND SIGNING INCLUDING PERMANENT STRIPING AND SIGNING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE TEXAS M.U.T.C.D.; STANDARDS TSP (3-1) THROUGH (3-5) -45, AND AS SHOWN ON THE PLANS.
  9. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED BY THE ENGINEER.
  10. CHANNELIZATION DEVICES WILL BE REQUIRED ALONG THE EDGE OF PORTIONS OF ROADWAY OPENED TO TRAFFIC AS DIRECTED BY THE ENGINEER. VERTICAL PANEL MOUNTED ON PORTABLE SUPPORTS (VP (C)-14) SHALL BE USED AS CHANNELIZATION DEVICES AT SPACING AS DIRECTED BY THE ENGINEER. PLASTIC DRUMS SHALL BE PLACED AS SHOWN ON BC (1-1) THROUGH (9)-14 STANDARDS AND THE TEXAS M.U.T.C.D.
  11. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF LEGAL RELATION AND RESPONSIBILITIES TO THE PUBLIC OF THE STANDARD SPECIFICATIONS.
  12. ALL EXISTING DRAINAGE CONDITIONS WILL BE MAINTAINED DURING THE CONSTRUCTION OF ALL PHASES. IF PIPE(S) ARE REQUIRED TO MAINTAIN DRAINAGE, WORK MATERIAL WILL NOT BE PAID FOR DIRECTLY.
  13. WHEN CONSTRUCTION OPERATIONS RESULT IN A DROP-OFF MORE THAN 2' NEXT TO THE TRAVEL WAY, THEN A 3:1 SLOPE WITH CW21-13 OR CW21-14 SIGNS AND VERTICAL PANELS SHALL BE REQUIRED. A 4' BUFFER ZONE WITH CW1-13 OR CW1-14 SIGNS AND DRUMS WITH STEADY BURN LIGHTS MAY BE USED IN LIEU OF THE 3:1 SLOPE.
  14. ALL CONSTRUCTION EQUIPMENT IS TO REMAIN ON THE ROADWAY DURING EXERCISE HOURS.
  15. A MINIMUM 8:1 FRONT SLOPE SHALL BE MAINTAINED ADJACENT TO THE TRAVEL WAY.

**TRAFFIC CONTROL NOTES**

1. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT ALL TRAFFIC CONTROL DEVICES ARE PROPERLY INSTALLED AND MAINTAINED AT THE JOB SITE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND RELATED INDUSTRY STANDARDS AND REGULATIONS. THE CONTRACTOR SHALL SUBMIT FOR REVIEW A SIGN AND BARRICADE PLAN CONFORMING TO THE REQUIREMENTS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CITY'S CONSTRUCTION INSPECTOR AND THE TRAFFIC ENGINEERING REPRESENTATIVE AND THE CONSTRUCTION INSPECTOR. THE TRAFFIC CONTROL DEVICES DO NOT CONFORM TO ESTABLISHED STANDARDS OR ARE INCORRECTLY PLACED OR INSUFFICIENT IN QUANTITY TO PROTECT THE GENERAL PUBLIC, THE CONSTRUCTION INSPECTOR SHALL HAVE THE OPTION TO STOP CONSTRUCTION OPERATIONS AT NO EXPENSE UNTIL SUCH TIME AS THE CONDITIONS ARE CORRECTED BY THE CONTRACTOR.
  2. PRIOR TO REMOVING ANY TRAFFIC OR TRAFFIC SIGNALS, THE CONTRACTOR SHALL CONTACT THE CITY OF LAREDO TRAFFIC SAFETY DEPARTMENT AT 795-2550. PRIOR TO COMPLETION OF THE CONTRACT AND REMOVAL OF THE BARRICADES, THE CONTRACTOR SHALL AGAIN CONTACT THE CITY OF LAREDO TRAFFIC SAFETY DEPARTMENT. THE BARRICADES SHALL NOT BE REMOVED UNTIL ALL APPLICABLE PERMANENT TRAFFIC SIGNS AND SIGNALS ARE IN PLACE.
  3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND MAINTAIN TEMPORARY STOP SIGNS AND ALL OTHER TEMPORARY TRAFFIC CONTROL DEVICES REQUIRED TO PROTECT THE GENERAL PUBLIC. ALL PERMANENT SIGNS OR TRAFFIC CONTROL DEVICES DAMAGED UPON COMPLETION OF THE CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
  4. THE CONTRACTOR MUST CONTACT THE CITY'S CONSTRUCTION INSPECTOR 48 HOURS IN ADVANCE (NOT INCLUDING WEEKENDS) OF ANY STREET CLOSURE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ADVISE CONSTRUCTION INSPECTIONS 10 DAYS IN ADVANCE OF AN ARTERIAL TOTAL STREET CLOSURE. THIS MUCH TIME IS NECESSARY TO INSTALL ADVISORY SIGNS AND GIVE THE MOTORIST A MINIMUM OF 7 DAYS NOTICE OF THE STREET CLOSURE. THE CONSTRUCTION INSPECTOR AFTER BEING NOTIFIED WILL CONTACT THE TRAFFIC ENGINEERING OFFICE TO MAKE THE NECESSARY ARRANGEMENTS.
  5. CONTRACTOR TO PREPARE A TEMPORARY TRAFFIC CONTROL PLAN BEFORE OVERLAYING ASPHALT PAVEMENT AT SANDMAN AND BARTLETT AVE. INTERSECTION.
- GENERAL NOTES TO CONTRACTORS:**
- I. LOCATIONS OF UTILITIES SHOWN HEREIN WERE DERIVED FROM BEST AVAILABLE SOURCES AND FIELD SURVEYS; ENGINEERS DO NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTHS AND SIZE OF ALL UNDERGROUND UTILITIES AND STRUCTURES AND SHALL BE LIABLE FOR ANY DAMAGES OR DOWNTIME CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
  - II. 1-800-DIG TESS CALL 1-800 344-8377 FOR UTILITIES LOCATION BEFORE DIGGING / TRENCHING FOR CONSTRUCTION.
  - III. ALL CIVIL IMPROVEMENTS START AT 5 FT. FROM BUILDING. BUILDING CONTRACTOR SHALL MAKE ALL CONNECTIONS.
  - IV. REFER TO MEP DRAWINGS FOR FIRE PROTECTION SERVICES.

POSTED SPEED (MPH)	"X" SIGN SPACINGS (FEET)
30 OR LESS	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTD) describes pre-qualified products and their sources and may be obtained by contacting:  
Standards Engineer  
Traffic Operations Division-TE  
Texas Department of Transportation  
125 East 11th Street  
Austin, Texas 78701-2483  
Phone (512) 416-3120  
Fax (512) 416-3299

**LEGAL DESCRIPTION:**  
3314 CLARK BOULEVARD  
LOT 2, BLOCK 12  
EASTWOODS SUBDIVISION, PHASE IV  
(REC. IN VOL. 18, PG. 48, W.C.T.P.R.)

SITE PLAN ARE BASE ON AUTOCAD DRAWINGS RECEIVED BY QUANTUM CONSTRUCTION + DESIGN, ON DECEMBER 26, 2018. TEC ENGINEERS & CONSULTANTS IS NOT RESPONSIBLE FOR THE ACCURACY OF COORDINATES. THESE WERE CALCULATED ACCORDING TO SUBMITTED ELECTRONIC FILES.

DATE:	REVISIONS / DESCRIPTIONS



The seal appearing on this document was authorized by Rodolfo A. Torres P.E. No. 84900 on Date: 01/04/19



**TEC ENGINEERS & CONSULTANTS INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-005148  
801 GUADALUPE ST. SUITE 101 LAREDO, TX 78040  
PH. (956) 791-1220 e-Mail: teceng@sbctglobal.net

**CLARK CAR WASH**  
LOT 2, BLOCK 12,  
EASTWOODS SUBDIVISION, PHASE IV  
TRAFFIC CONTROL PLAN

DRAWN BY: D.K.M.
CHECKED BY: R.A.T.
APPROVED BY: R.A.T.
DATE: JANUARY 4, 2019
SCALE: 1"=20'
JOB #: 1218EN587
FILE NAME: P:\ENR\CLARK\CLARK\CP\6.1
SHEET
6.1 of 6.1

**I. GENERAL NOTES**

1. ALL CONSTRUCTION INCLUDING MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE PROVISIONS OF THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE AND STANDARDS REFERENCED THEREIN.
2. ALL ASTM STANDARDS LISTED HEREIN SHALL BE REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ARCHITECT AND STRUCTURAL ENGINEER SHALL IMMEDIATELY BE NOTIFIED IN WRITING OF ANY DISCREPANCIES UNTIL A SOLUTION IS GIVEN BY THE ARCHITECT OR STRUCTURAL ENGINEER.
4. ALL DIMENSIONS AND OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR STRUCTURAL ENGINEER WORK SHALL NOT BE PROCEED UNTIL A SOLUTION IS GIVEN BY THE ARCHITECT OR STRUCTURAL ENGINEER.
5. IN CASE OF CONFLICT, NOTES AND DETAILS OF THESE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES. TYPICAL DETAILS SHALL BE USED WHENEVER APPLICABLE. REFER TO SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE NOTES OR DRAWINGS.
6. IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.
7. WORKING DIMENSIONS SHALL NOT BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THESE STRUCTURAL DRAWINGS. SEE PARAGRAPH 3 ABOVE.
8. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION SHIELDING AND BRACING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION.
9. PIPES, DUCTS, SLEEVES OR POCKETS, CHASMS, BLOCK-OUTS ETC. SHALL NOT BE PLACED IN SLABS, BEAMS, GIRDERS, COLUMNS, WALLS, FOUNDATION ETC. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR SUCH ITEMS UNLESS SPECIFICALLY DETAILED ON THESE STRUCTURAL DRAWINGS. IF ANY PIPES, DUCTS ETC. DO OCCUR THAT ARE NOT SHOWN ON THESE STRUCTURAL DRAWINGS, THE ARCHITECT AND STRUCTURAL ENGINEER SHALL BE NOTIFIED. SEE PARAGRAPH 4 ABOVE.
10. ANCHOR BOLTS OR INSERTS FOR EQUIPMENT ANCHORAGE OR INSTALLATION SHALL BE DESIGNED BY A CIVIL ENGINEER OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF TEXAS AND SHALL BE SHOWN ON THE MECHANICAL OR ELECTRICAL SHOP DRAWINGS.
11. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, HOLD, AND HOLD THE STRUCTURAL ENGINEER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE STRUCTURAL ENGINEER.
12. IF ANY SUBSTITUTION IS PROPOSED BY THE CONTRACTOR, NEW CALCULATION MAY HAVE TO BE PREPARED. THE DETAILS MAY HAVE TO BE ALTERED AND NEW DRAWINGS MAY HAVE TO BE SUBMITTED TO THE BUILDING DEPARTMENT. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL SUCH SUBSTITUTIONS. THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO PROVIDE THE REVISED PLANS REFLECTING ALL SUBSTITUTIONS THROUGH THE BUILDING DEPARTMENT.

**VI. STRUCTURAL STEEL**

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED, ERRECTED, AND PAINTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS AMENDED TO DATE AND THE CODE OF STANDARD PRACTICE, LATEST EDITION AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION. WELDING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION AS PUBLISHED BY THE AMERICAN WELDING SOCIETY EXCEPT THAT ALL WELDING SHALL BE DONE BY THE ELECTRIC ARC PROCESS.
2. STEEL MATERIAL SHALL CONFORM TO THE FOLLOWING STANDARDS:  
 WIDE FLANGE SHAPES AND TEES: ASTM A992  
 PIPE MEMBERS: ASTM A501  
 SQUARE OR RECTANGULAR TUBULAR SHAPES: ASTM A513  
 PLATES, ANGLES AND CHANNELS: ASTM A572  
 BOLTS FOR STRUCTURAL CONNECTIONS: ASTM A325  
 WELDING ELECTRODES: E70XX
3. WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS AND SHALL CONFORM TO THE LATEST AWS CODE.
4. CONTINUOUS WELD ALL LAP AND BASE PLATE OF JOISTS.
5. PLATES THAT ARE NOT SIZED SHALL BE 3/8" THICKNESS.
6. DETAILED AND OR SCHEDULED CONNECTIONS HAVE BEEN DESIGNED BY STRUCTURAL ENGINEER. ANY CONNECTION NOT DETAILED OR SCHEDULED OR ALTERED FOR FABRICATION PURPOSES SHALL BE SIZED AND DETAILED FOR FABRICATOR AND SHALL BE MARKED FOR ENGINEER'S VERIFICATION. FABRICATOR SIZES AND DETAILED CONNECTIONS SHALL BE MARKED FOR THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE TABLES OF UNIFORM CONSTANTS, PART 2 OF THE AISC MANUAL OF STEEL CONSTRUCTION OR THE DESIGNER. SPALL AND GRADE OF STEEL SPECIFIED. THE EFFECT OF ANY CONCENTRATION LOADS MUST BE TAKEN INTO ACCOUNT.
7. ALL STEEL BURIED IN THE SITE SOIL SHALL BE COATED WITH PROTECTION AGAINST THE CORROSIVE SOILS AT THE SITE.
8. PIPE TO PIPE WELD SHALL BE A FILLET WELD. SIZE AS SPECIFIED ON THE DETAIL AND AS PER ANCHORS D11 SECTION 3.2.
9. FOR ALL SHOP AND FIELD WELDS NOT SHOWN ON DETAILS BUT REQUIRED THEY SHALL BE 3/16" FILLET WELDS ON BOTH SIDES OF THE PIECE TO BE CONNECTED FULL LENGTH.
10. BOLTED CONNECTIONS SHALL BE INSTALLED BY THE SNUG-TIGHTENED JOINT PROCEDURE AS PER AISC SECTION 8 AND INSPECTED BY AISC SECTION 9.1.

**II. DESIGN CRITERIA**

1. INTERNATIONAL BUILDING CODE (IBC) 2015 EDITION
2. DESIGN LOADS PER SECTION 1602
  - A. LIVE LOADS PER SECTION 1602
  - B. ROOF LIVE LOADS PER SECTION 1603.1.3
  - C. ROOF SNOW LOADS PER SECTION 1603.1.3.1 NOT APPLICABLE
  - D. WIND LOADS PER SECTION 1603A CHAPTER 24. ACESSES 110
    - 1. BASIC WIND SPEED: 3 SEC. GUST V<sub>10</sub> = 115 MPH (SECTION 26.5)
    - 2. WIND DIRECTIONALITY FACTOR: K<sub>d</sub> (SECTION 26.5)
    - 3. EXPOSURE CATEGORY: B (SECTION 26.5)
    - 4. TOPOGRAPHIC FACTOR: K<sub>t</sub> (SECTION 26.5)
    - 5. GUST EFFECT FACTOR: G (SECTION 26.5)
    - 6. ENCLOSURE CLASSIFICATION: (SECTION 26.5)
    - 7. INTERNAL PRESSURE COEFFICIENT (IC<sub>P</sub>): (SECTION 26.11)
    - 8. COMPONENT & CLADDING (C<sub>F</sub>): (SECTION 30)
3. SEISMIC DESIGN REQUIREMENTS PER SECTION 1603 AND AS PER 10 CHAPTER 17.
4. FLOOD LOADS PER SECTION 1603. REFER TO THE CIVIL DRAWING ELEVATION REFERENCED TO THE DATUM ON THE COMMUNITY FLOOD MAP AS FOR ANY PERTAINING FLOOD ZONE RESTRICTIONS.

**III. GENERAL NOTES FOR SITE PREPARATION**

1. REFER TO CIVIL AND ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATION.
2. REMOVE VEGETATION, ORGANIC DEBRIS AND LOOSE SOILS FROM THE BUILDING AREA AND AT LEAST THREE (3) FEET BEYOND THE STRUCTURE LIMITS. THE STRUCTURE LIMITS INCLUDES ANY CONCRETE, WALLS, FOUNDATIONS, ETC. THAT MAY BE ATTACHED TO THE MAIN STRUCTURE.
3. THE EXPOSED SUBGRADE SHOULD BE PROTECTED WITH AT LEAST 15 TON ROLLER OR EQUIVALENT EQUIPMENT TO EVOLVE ANY WEAK SOFT AREAS. A QUALIFIED GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE SHOULD BE PRESENT TO OBSERVE PROTECTING OPERATIONS.
4. OVERREINFORCED AND REPLACE SOFT YIELDING ZONES IN BOTH VERTICAL AND HORIZONTAL LIMITS IN THE AREA OF THE BUILDING THAT IS TO RECEIVE FULL SEARF. TO A DEPTH OF 8 INCHES AND MOISTURE CONDITION BETTER THAN PLUS FOUR (4) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT. THE MOISTURE CONDITIONS SUBGRADE SHOULD THEREBE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY OBTAINED IN ACCORDANCE TO ASTM D 698.
5. IF GRADES ARE TO BE RAISED FURTHER IN ORDER TO ACHIEVE THE PIPE THEN SELECT FILL OR BENE SOIL MEETING THE SELECT FILL CRITERIA MAY BE UTILIZED. ALL FILL MATERIALS SHOULD BE PLACED IN LOOSE LIFTS OF NO MORE THAN 6 INCHES EACH LIFT SHOULD BE MOISTURE CONDITIONS BETTER THAN PLUS TWO (2) AND PLUS TWO (2) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95 PERCENT IN ACCORDANCE TO ASTM D 698.
6. FILL MATERIAL SHOULD CONSIST OF MATERIALS CONFORMING TO T2007 1993 STANDARDS SPECIFICATIONS FOR GRANULAR SOILS OR HIGHWAY, STREET AND BRIDGES. ITEM 247 FLEXIBLE BASE TYPE A, B OR C, GRADES 1 THROUGH 4 AS AN ALTERNATIVE TO THESE FILL MATERIALS SOIL CLASSIFIED AS GM, SC, SW, SC, CL, ML OR COMBINATION THEREOF MAY BE USED HOWEVER, THE ALTERNATIVES SHALL HAVE A LIQUID LIMIT LESS THAN 42 AND PLASTICITY INDEX BETWEEN 5 AND 15.
7. FOR ADDITIONAL INFORMATION REFER TO THE GEOTECHNICAL INVESTIGATION REPORT PREPARED BY GEOTECHNICAL ENGINEERING AND SCIENCE, INC. OF LAREDO, TX. REPORT NO. G-03000-02 DATED MAY 15, 2015.
8. THE SOILS ENGINEER SHALL BE THE OWNER'S REPRESENTATIVE TO CONTROL THE PLACEMENT AND COMPACTED FILL. THE SOILS ENGINEER SHALL APPROVE THE SUBGRADE PREPARATION, FILL MATERIALS, METHODS OF PLACEMENT AND FINAL COMPACTION AND PROVIDE WRITTEN APPROVAL OF THE COMPLETE FILL PROCEDURE.
9. GENERAL CONTRACTORS SHALL PROVIDE FILL MATERIAL APPROVAL TESTING PLUS COMPACTION TEST REPORTS AS REQUIRED BY THE GEOTECHNICAL ENGINEER TO THE OWNER, ARCHITECT AND ENGINEER FOR RECORD AND COMPLIANCE.

**IX. STRUCTURAL OBSERVATIONS**

1. JOB SITE OBSERVATION BY THE PROFESSIONAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONSIST OF VISUAL OBSERVATION OF MATERIALS, EQUIPMENT OR CONSTRUCTION WORK FOR THE PURPOSE OF ASCERTAINING THAT THE WORK IS IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACTOR DOCUMENTS AND WITH THE DESIGN INTENT. SUCH OBSERVATIONS SHALL NOT BE RELIED ON BY OTHERS AS ACCEPTANCE OF THE WORK, NOR SHALL IT BE CONSTRUED TO RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS OBLIGATIONS AND RESPONSIBILITIES.
2. UNDER THE CONSTRUCTION CONTRACT, SPECIFICALLY BUT WITHOUT LIMITATION, OBSERVATIONS BY THE DESIGN PROFESSIONAL TO ASSUME RESPONSIBILITY FOR THE MEANS OR THE METHODS OF CONSTRUCTION NOR FOR SAFETY ON THE JOB SITE.
3. JOB SITE OBSERVATION SHALL BE PERFORMED ON A PERIODIC BASIS AT THE STRUCUTRAL ENGINEER'S DISCRETION, AND IS NOT INTENDED TO BE CONTINUOUS OR TO BE AN EXHAUSTIVE OR AN COMPREHENSIVE NATURE UNLESS OTHERWISE AGREED UPON IN WRITING WITH THE CLIENT AND SHALL BE TREATED AS ADDITIONAL SERVICES.
4. ALL STRUCTURAL OBSERVATION REQUESTS SHALL BE REQUESTED AT LEAST 48 HOURS PRIOR TO OBSERVATIONS. RETURN TRIPS NECESSITATED FOR OBSERVATIONS NON-COMPLYING WORK WILL BE CHARGED DIRECTLY TO GENERAL CONTRACTOR BY SIERRA CONSULTANTS, INC. THIS SHALL INCLUDE TRIP CHARGES FOR SCHEDULE OBSERVATIONS WHEN THE GENERAL CONTRACTOR IS NOT READY WITH SCHEDULED WORK.

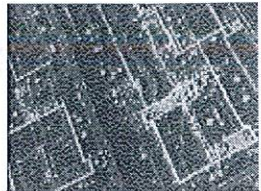
**IV. CONCRETE WORK**

1. VERIFY ALL DIMENSIONS COORDINATE WITH THE ARCHITECTURAL PLAN PRIOR TO CONSTRUCTION AND NOTIFY THE ARCHITECT AND/OR THE ENGINEER OF ANY DISCREPANCIES.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS, AC 308 AND AC 301 OR ANY DISCREPANCIES.
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS AND ALL ACCESSORIES UNLESS OTHERWISE NOTED SHALL BE IN ACCORDANCE WITH THE AISC MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE, AC 318 LATEST EDITION.
4. THE MINIMUM 28 DAY CYLINDER STRENGTH SHALL BE AS FOLLOWS:
 

CONCRETE TYPE	DESIGN STRENGTH	MINIMUM SLUMP	MAXIMUM AGGREGATE	MAXIMUM AIR CONTENT	MAXIMUM AIR RATIO
GRADE BEAMS FOUNDATIONS	3000 PSI	4"	1 1/2"	0.1	0.6
SLAB ON GRADE	3000 PSI	4"	1"	0.4	0.6
RETAINING WALLS	3000 PSI	4"	1"	0.4	0.6
5. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS.
6. ALL FIELD WORK TO BE PERFORMED AS PER ACSI 318 FIELD REFERENCE MANUAL.
7. CONSTRUCTION JOINTS SHALL BE INSTALLED AS SHOWN AND DETAILED ON DRAWINGS OR AS APPROVED BY THE ENGINEER.
8. REINFORCING BARS SUPPORTS ARE REQUIRED TO MAINTAIN ALIGNMENT AND CLEAR COVER AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
9. ALL CONDUIT AND PUMPING LINES SHALL BE PLACED BELOW SLAB THICKNESS AS SHOWN ON DETAILS.
10. LAP SPLICES AND EMBEDMENT SHALL BE AS SHOWN ON DRAWINGS.
11. ALL VERTICAL PENETRATIONS ON SLABS FOR PIPING, CONDUIT DRAINS, ETC. SHALL BE PROPERLY SEALED.
12. CONSTRUCTION JOINTS SHALL BE PLACED AS SHOWN ON DRAWINGS OR AS PERMITTED BY THE ENGINEER.
13. ALL WELDED REBAR WERE PERMITTED BY THE ENGINEER SHALL BE AT LEAST #6 GRADE.
14. CONCRETE COVER UNLESS OTHERWISE NOTED SHALL BE AS FOLLOWS:
  - A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 IN.
  - B. CONCRETE EXPOSED TO EARTH OR WEATHER: 1 1/2 IN.
  - C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
    - 1. JOIST, SLAB WALLS: 1/2 IN.
    - 2. BEAMS, COLUMN, PRIMARY REIN: 1/2 IN.
    - 3. OTHER CASES: 1/2 IN.
15. FLOOR SLAB SHALL BE CASTED OVER A 1/4" W/401 REINFORCER OVER SUBGRADE PREPARED AS PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS TAPE ALL PENETRATIONS AND TEARS WITH A COMPATIBLE WATERPROOF TAPE.

**V. REINFORCED CONCRETE MASONRY UNITS**

1. CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C90 OR ASTM C145 1 THRU 1300 PSI.
2. MORTAR SHALL BE ASTM C270 TYPE "S" MIN. COMPRESSIVE STRENGTH OF 1800 PSI.
3. TRUSS MESH REINFORCEMENT, IF USED, SHALL BE W/LL GALVANIZED #3 OR #4 W/401 W/401 TRUSS.
4. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A615 GRADE 60 REINFORCING BARS AND SMALLER MAY BE GRADE 40.
5. CONCRETE SHALL CONFORM TO ASTM C150 TYPE I LOW ALKALI MASONRY CEMENTS ARE NOT ALLOWED.
6. UNLESS DETAILED OTHERWISE, TYPICAL VERTICAL REINFORCEMENT SHALL BE #4 @ 48" ON CENTER, AND #11 #5 AT JAMBS OF ALL OPENINGS. THREE (3) #4 AT CORNERS. PROVIDE ADDITIONAL VERTICAL REINFORCEMENT FOR SPECIAL CONDITIONS AS DETAILED. ALL VERTICAL REINFORCEMENT TO BE IN CONCRETE OR GROUT FILLED CELLS. PROVIDE DOZZELS FROM FOUNDATION, BARS, BARS AND SPACING.
7. LAP SPLICES OF #4 AND SMALLER REINFORCING STEEL SHALL BE A MINIMUM OF 48 BAR DIAMETER UNLESS OTHERWISE NOTED. LAP SPLICES OF #5 AND LARGER REINFORCING STEEL SHALL BE A MINIMUM OF 50 BAR DIAMETER UNLESS OTHERWISE NOTED.
8. VERTICAL CELLS TO BE FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR UNOBSTRUCTED CONTINUOUS VERTICAL CELL.
9. ALL CELLS CONTAINING VERTICAL REINFORCEMENT SHALL BE FILLED SOLIDLY WITH FEA GRADES CONCRETE USE MAX. AGGREGATE SIZE OR GROUT EACH WITH A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. GROUT OR CONCRETE SHALL BE WORKABLE BUT SUITABLE FOR PUMPING WITHOUT SEGREGATION AND SHALL BE THOROUGHLY MIXED. GROUT OR CONCRETE SHALL BE PLACED BY PUMPING OR AN APPROVED ALTERNATE METHOD AND SHALL BE PLACED BEFORE INITIAL SET OR HARDENING OCCURS.
10. ALL REINFORCING SHALL BE IN PLACE PRIOR TO PLACING CONCRETE OR GROUT. BOTTOM AND END REINFORCING BARS SHALL BE HELD IN POSITION AT THE TOP, BOTTOM AND END REINFORCING. PROVIDE REBAR ALIGNMENT DEVICES AT SPECIFIED SPACING BY THE MANUFACTURER'S SPECIFICATIONS.
11. ALLOW CMU WALLS TO SET AT LEAST 24 HOURS AFTER COMPLETION BEFORE GROUTING. GROUT OR CONCRETE SHALL BE CONSOLIDATED BY VIBRODICATION AFTER EXCESS MOISTURE HAS BEEN ABSORBED BUT BEFORE WORKABILITY IS LOST. THE FILLING OF ANY SECTION OF A WALL SHALL BE COMPLETED IN ONE DAY WITHOUT INTERRUPTIONS GREATER THAN ONE HOUR AND PLACED IN LAYERS OF 4 FEET MAXIMUM.
12. WHERE THE CONCRETE OR GROUT POUR EXCEEDS 4 FEET IN HEIGHT, CLEANOUTS SHALL BE PROVIDED BY SUITABLE OPENINGS IN THE FACE SHELLS IN THE BOTTOM COURSE OF EACH CELL TO BE FILLED OR OTHER APPROVED LOCATIONS. THE CLEANOUTS SHALL BE SEALED AFTER INSPECTION AND BEFORE BEING FILLED.
13. WHEN CELL FILLING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING THE POUR OF CONCRETE OR GROUT APPROXIMATELY 10" HIGH ABOVE OR BELOW JOINT.
14. END WALLS AND CROSS WALLS FORMING CELLS TO BE FILLED SHALL BE FULL BEDDED IN MORTAR TO PREVENT LEAKAGE OF CONCRETE OR GROUT UNLESS WALL IS TO BE POURED SOLID.
15. TYPICAL HORIZONTAL REINFORCEMENT SHALL BE TWO (2) #6 CONTINUOUS IN EACH DEEP CONTINUOUS CONCRETE FILLED BOND BEAM BELOW EACH FLOOR AND ROOF LEVEL UNLESS NOTED OTHERWISE. PROVIDE STANDARD DURAL WALL TRUSS TYPE REINFORCING OR REVIEWED EQUIVALENT. EVERY OTHER COURSE, 1/2" ON CENTER AND AS PER MANUFACTURER'S RECOMMENDATIONS.
16. WALL LENGTHS LESS THAN OR EQUAL TO FOUR (4) TIMES ITS THICKNESS SHALL BE CONSIDERED COLUMN SECTIONS AND SHALL BE REINFORCED WITH #4 VERTICAL REINFORCING IN FILLED CELLS. PROVIDE #4 HOH DIAMETER TIES EVERY COURSE (TOP CENTER) IN LIEU OF DURAL WALL REINFORCING PLACES TIES NOT LESS THAN 1/2" NOT MORE THAN 3" FROM SURFACE OF THE COLUMN.
17. PROVIDE VERTICAL CONTROL JOINTS AT A MAXIMUM SPACING OF 20' (10' FROM CORNERS) OR AS SHOWN ON DRAWINGS UTILIZING VERTICAL FACE UNITS. DO NOT CONTROL THE TRUSS TYPE JOINT REINFORCEMENT THROUGH THE JOINT. BOND BEAM REINFORCEMENT SHALL BE CONTINUOUS THROUGH THE JOINT.
18. PROVIDE FILLED CORE SOLID AROUND ALL ANCHOR BOLTS, PLATES OR STEEL ANGLES.
19. FOR SETTING ANCHOR PLATES, ANGLES OR ANY OTHER WELDED STRUCTURAL ELEMENT ON BOND BEAMS IT MUST BE DONE AFTER GROUT IS PLACED BUT WHILE IT IS STILL PLASTIC.



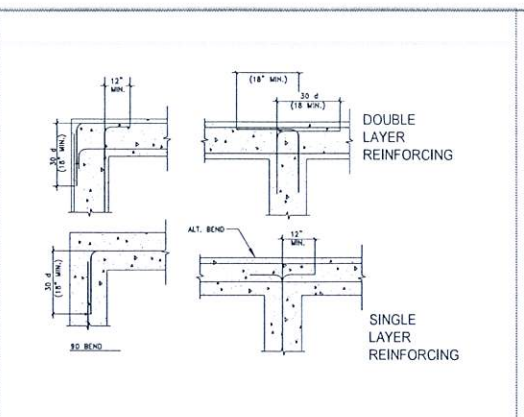
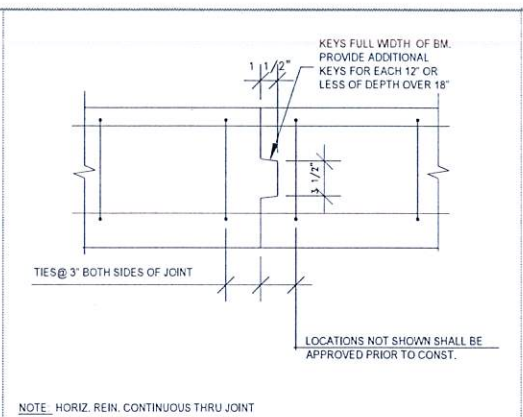
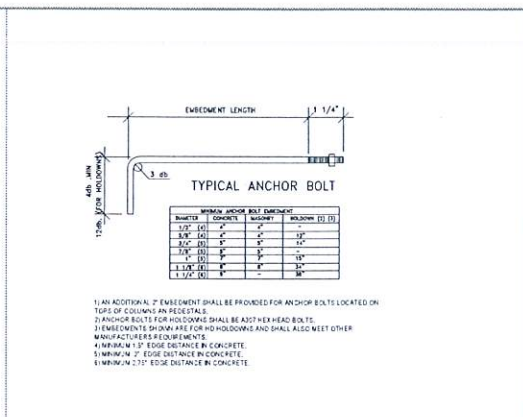
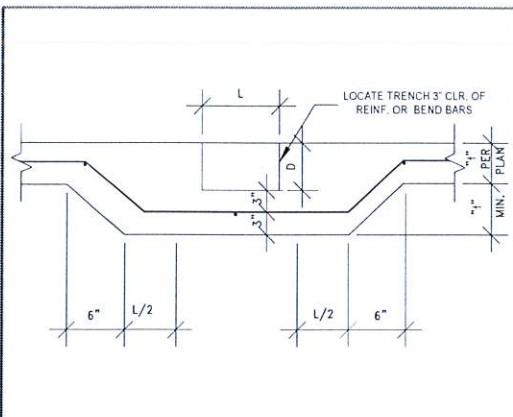
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<b>CLARK CAR WASH</b>	<b>LAREDO, TX</b>
<b>PROJECT</b>	<b>LOCATION</b>
<b>GENERAL NOTES</b>	<b>PLAN NAME</b>

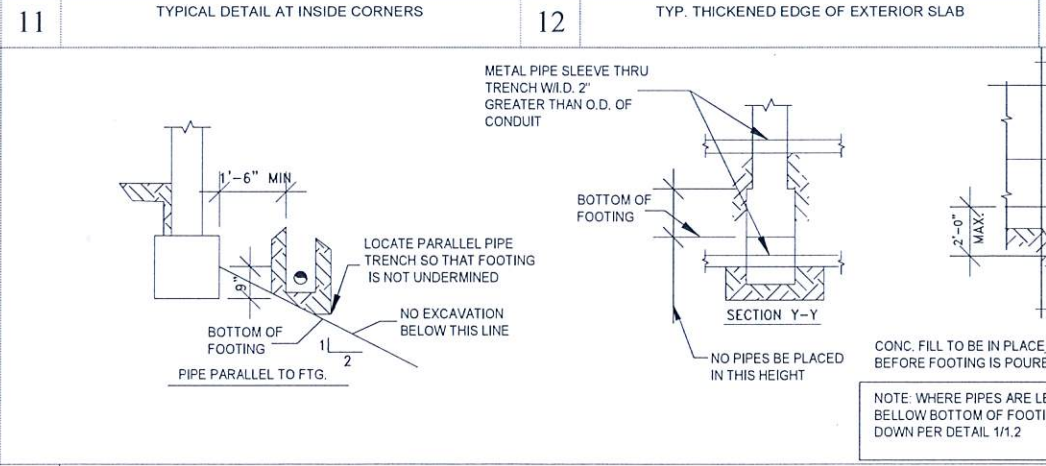
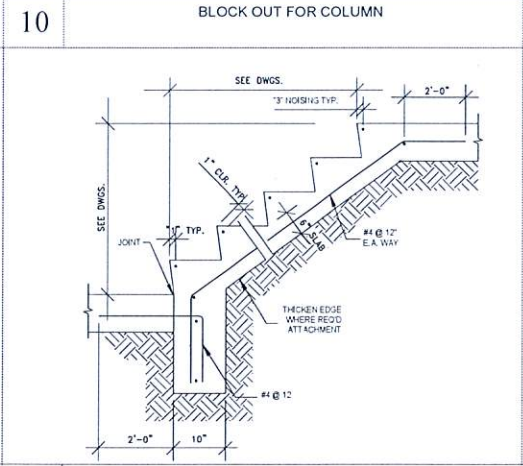
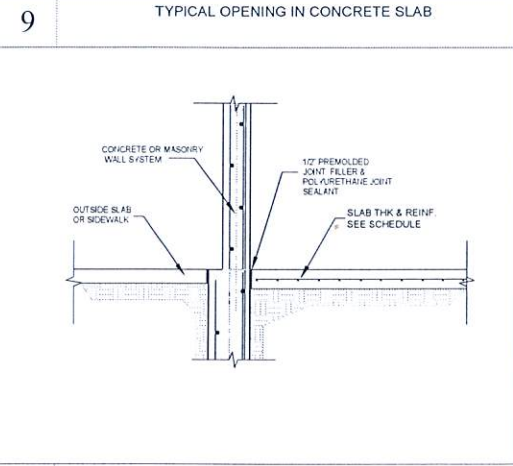
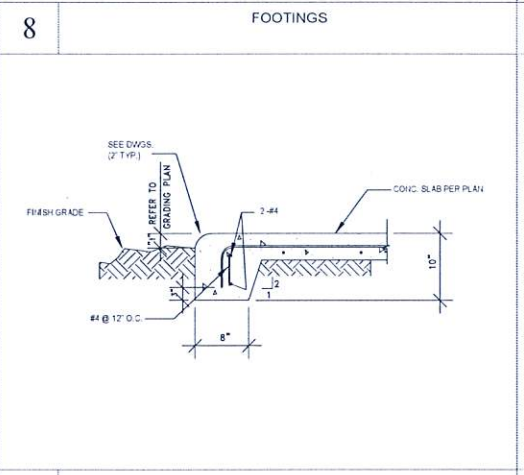
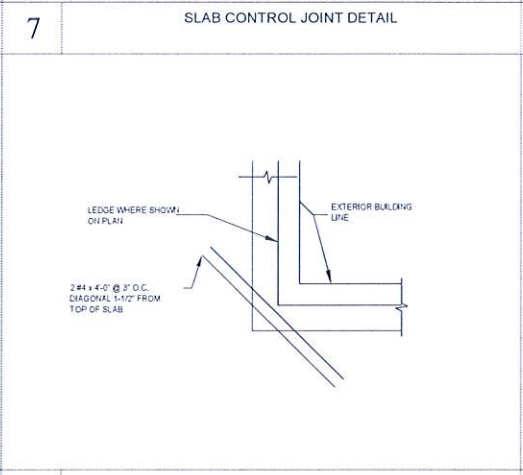
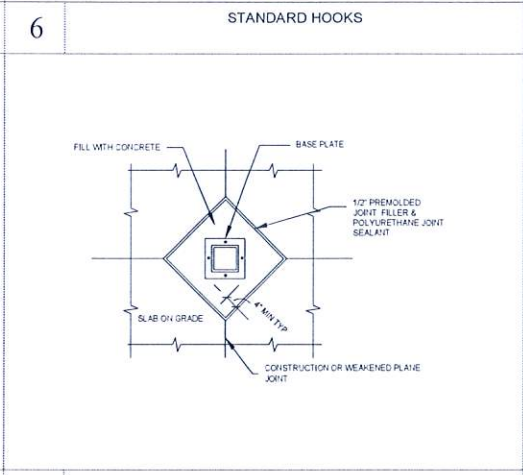
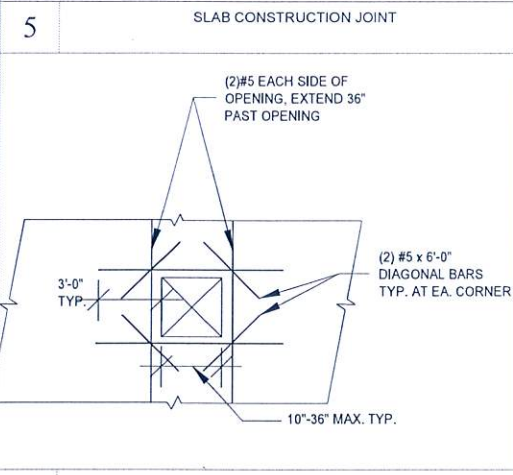
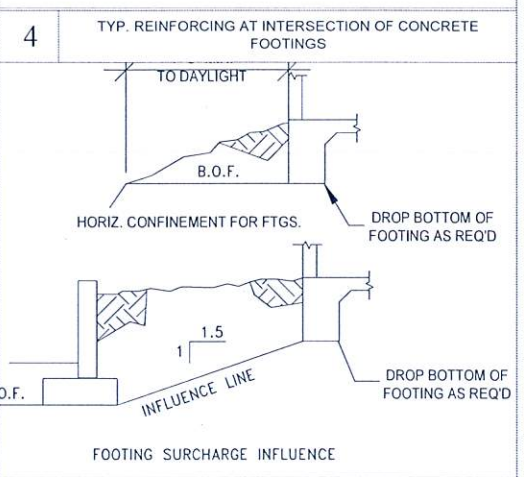
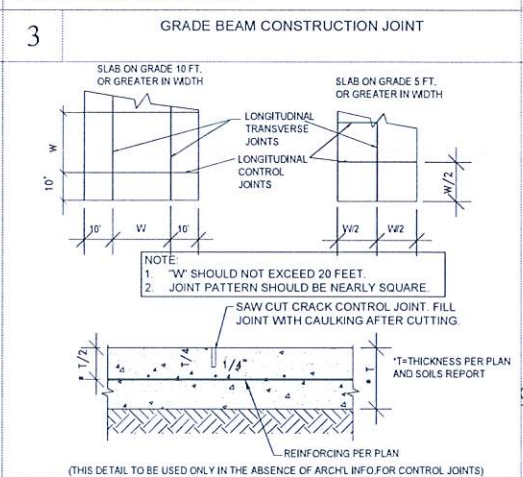
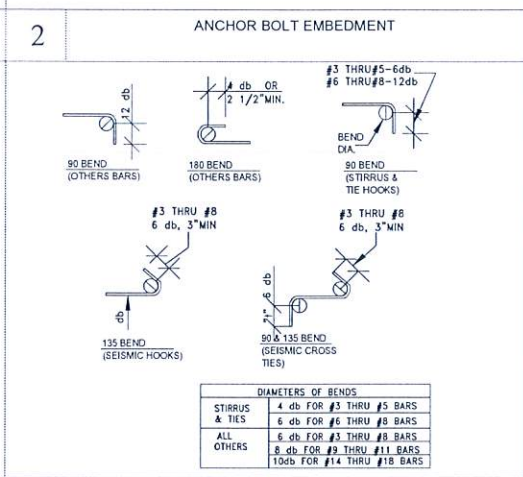
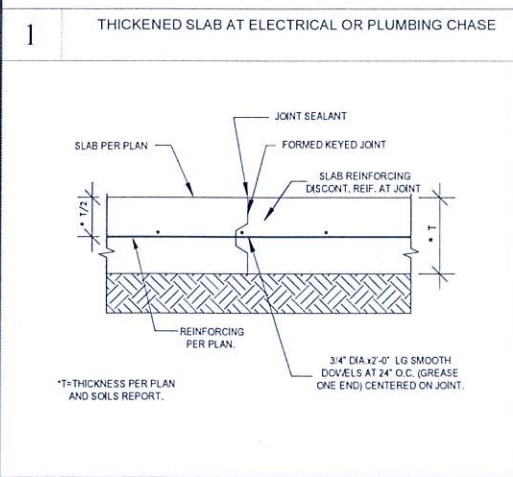
REV#	DESCRIPTION	DATED

PROJECT: <b>L 18-094</b>		SHEET:	
DATE: <b>4/16/19</b>	SCALE: <b>1/8"=1'-0"</b>	<b>S1.1</b>	
DRAWN: <b>ER</b>	REVISED: <b>EP</b>		



REBAR TENSION LAP SPLICES  
F<sub>y</sub>=60,000 PSI F<sub>c</sub>=3000 PSI

BAR SIZE (IN)	CLASS A LAP (IN)	CLASS B LAP (IN)	
		TOP BAR	OTHER BARS
#3	22	32	16
#4	30	44	22
#5	36	54	28
#6	44	64	34
#7	62	94	48
#8	72	108	56
#9	80	120	62
#10	90	134	68
#11	98	148	76



13 SLAB ISOLATION JOINT

14 CONCRETE STAIR ON GRADE

15 DETAIL OF PIPING SLEEVE AT FOOTING

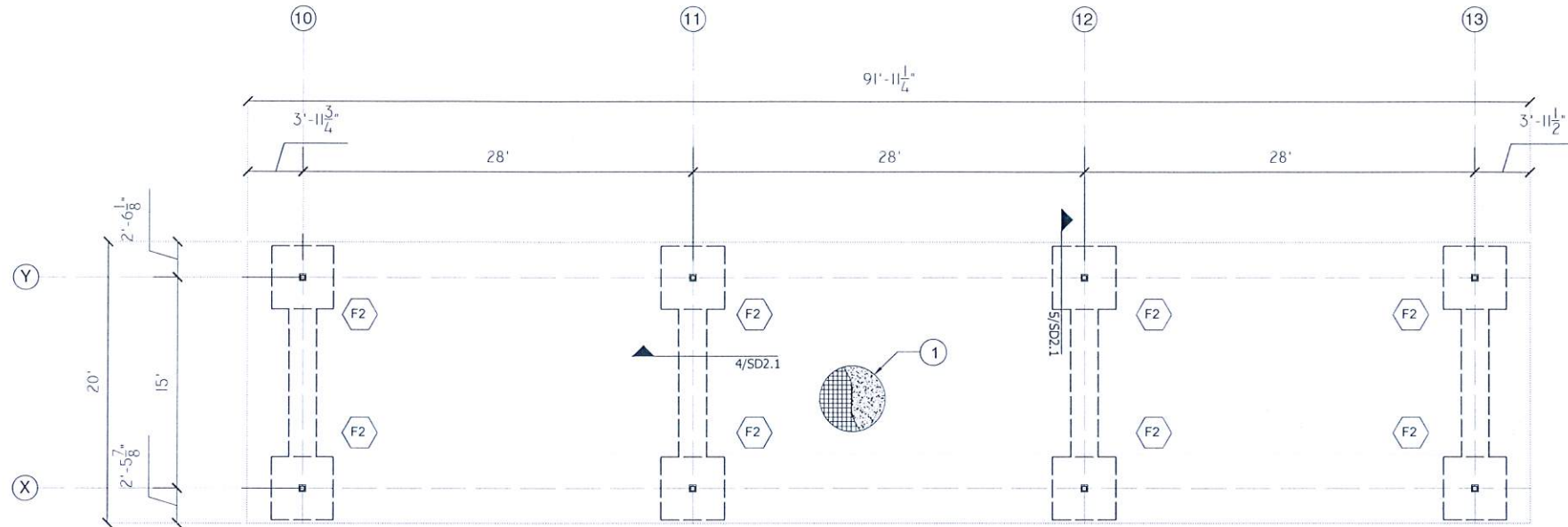
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CLARK CAR WASH  
LOCATION  
LAREDO, TX

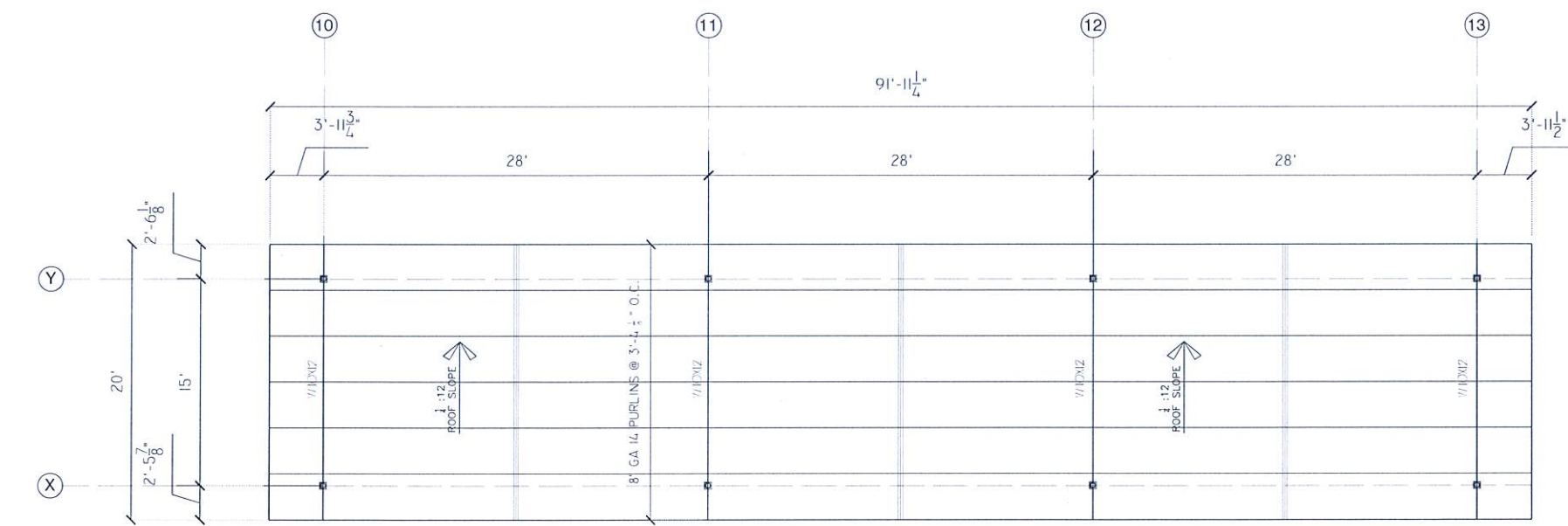
CONCRETE TYPICAL DETAILS

REV#	DESCRIPTION	DATE

PROJECT: L 18-094  
DATE: 4/16/19  
DRAWN: ER  
SCALE: 1/8"=1'-0"  
REVIS: ER  
SHEET: S1.2



**1 FOUNDATION PLAN**  
SCALE  $\frac{3}{16}$ " : 1'-0"



**2 ROOF FRAMING PLAN**  
SCALE  $\frac{3}{16}$ " : 1'-0"

**FOUNDATION NOTES:**

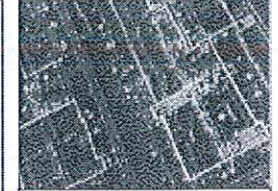
- 1 SEE SHEET S1.1 FOR GENERAL NOTES
- 2 SEE SHEET SD2.1 FOR TYPICAL DETAILS
- 3 CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL FLOOR DRAINS WEATHER OR NOT THEY ARE NOTED ON THE STRUCTURAL NOTES OR PLANS
- 4 DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE WORK COMMENCES
- 5 ABBREVIATIONS:  
CLC = CENTER LINE OF COLUMN  
FOW = FACE OF WALL  
CLW = CENTER LINE OF WALL  
CLB = CENTER LINE OF BEAM  
FFE = FINISH FLOOR ELEVATION
- 6 ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION OF 0'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.

**FOUNDATION KEYED NOTES:**

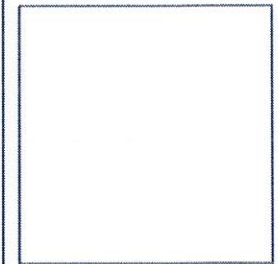
- 1 5" CONCRETE SLAB, REINFORCED WITH #4 @ 16" O.C. EACH WAY CENTERED IN CONCRETE SLAB THICKNESS OVER AN APPROVED ENGINEERED COMPACTED FILL. USE A 10 MIL VAPOR BARRIER AS LISTED ON ASTM E 1745 WITH A PERMANENCE LESS THAN 0.3 U.S. PERMS AS TESTED BY ASTM E 96.
- 2 SLAB CONTRACTION JOINT AS PER S1.2
- 3 SLAB CONSTRUCTION JOINT AS PER S1.2
- 4 SLAB POUR STOP FOR FUTURE PLUMBING INSTALLATIONS LEAVE 2'-0" #4 DOWELS TO SPLICE LATER.

**NOTE:**

STEEL FRAME SLAB HAIRPINS ARE NOT SHOWN FOR CLARITY. REF. SHEET SD2.1 FOR DETAIL.



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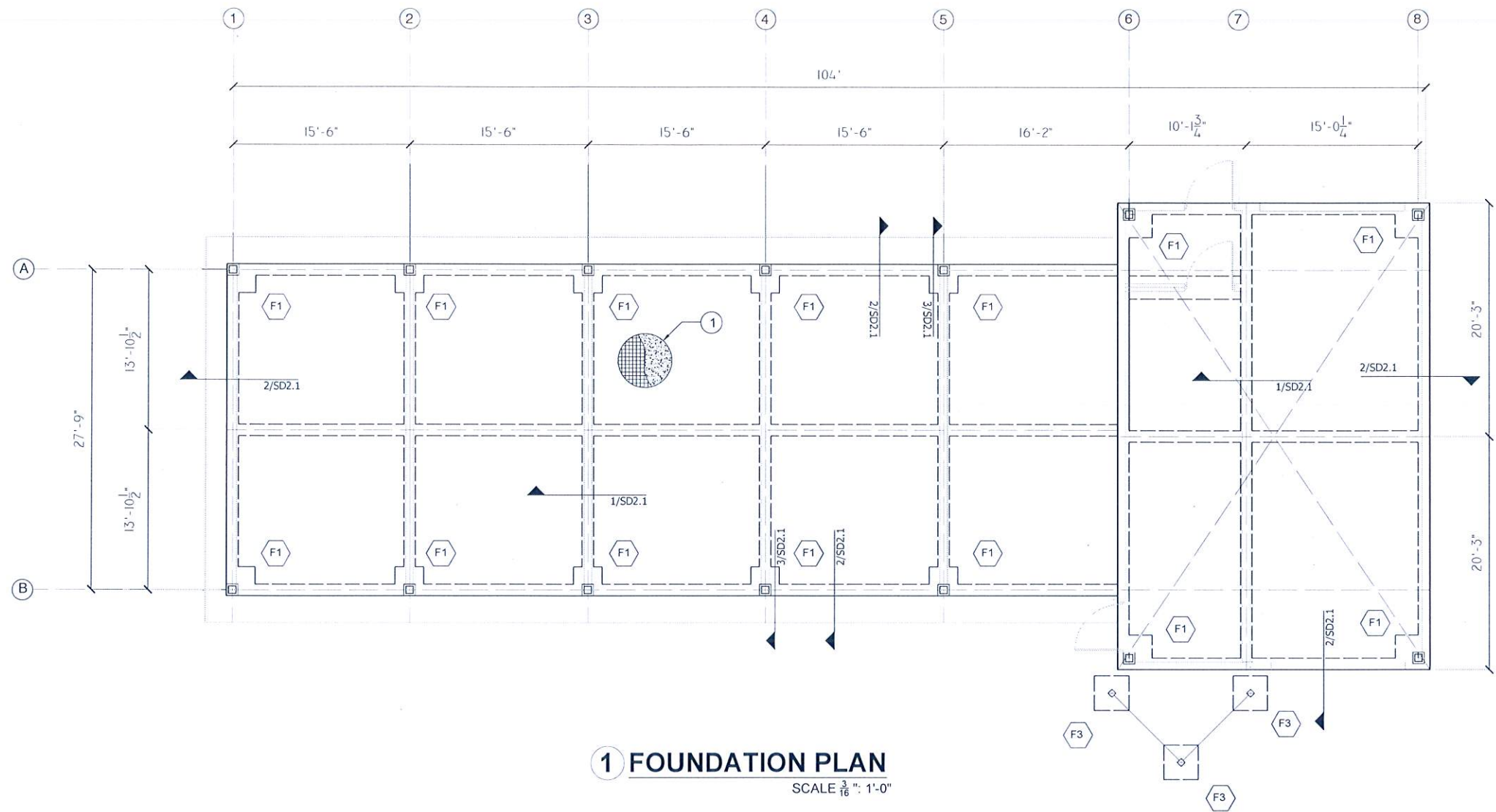
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PROJECT	CLARK CAR WASH	LAREDO, TX
	PLAN NAME FOUNDATION & ROOF FRAMING PLAN	

REV#	DESCRIPTION	DATED

PROJECT: L 18-094		SHEET: <b>S2.1</b>	
DATE: 4/16/19	SCALE: 3/16" = 1'-0"		
DRAWN: ER	REVISED: ER		





**1 FOUNDATION PLAN**  
SCALE:  $\frac{3}{16}$ " = 1'-0"

**FOUNDATION NOTES:**

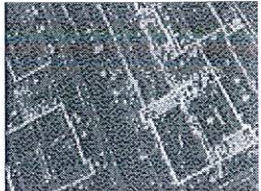
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2. SEE SHEET SD2.1 FOR TYPICAL DETAILS
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 CLW = CENTER LINE OF WALL  
 CLB = CENTER LINE OF BEAM  
 FFE = FINISH FLOOR ELEVATION
6. ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION OF 0'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION

**FOUNDATION KEYED NOTES:**

1. 5" CONCRETE SLAB, REINFORCED WITH #4 @ 18" O.C. EACH WAY CENTERED IN CONCRETE SLAB THICKNESS OVER AN APPROVED ENGINEERED COMPACTED FILL. USE A 10 MIL VAPOR BARRIER AS LISTED ON ASTM E 1745 WITH A PERMEANCE LESS THAN 0.3 U.S. PERMS AS TESTED BY ASTM E 96.
2. SLAB CONTRACTION JOINT AS PER S1.2
3. SLAB CONSTRUCTION JOINT AS PER S1.2
4. SLAB POUR STOP FOR FUTURE PLUMBING INSTALLATIONS LEAVE 2'-0" #4 DOWELS TO SPLICE LATER

**NOTE:**

STEEL FRAME SLAB HAIRPINS ARE NOT SHOWN FOR CLARITY, REF. SHEET SD2.1 FOR DETAIL.



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CLARK CAR WASH	LAREDO, TX
FOUNDATION PLAN	

REV#	DESCRIPTION	DATED

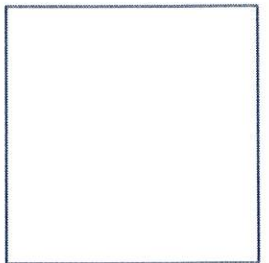
PROJECT: L 18-094		SHEET: S2.2	
DATE: 4/16/19	SCALE: 3/16" = 1'-0"	DRAWN: ER	REVISED: ER



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PROJECT	CLARK CAR WASH	LAREDO, TX
	PLAN NAME ROOF FRAMING PLAN	

REV#	DESCRIPTION	DATED

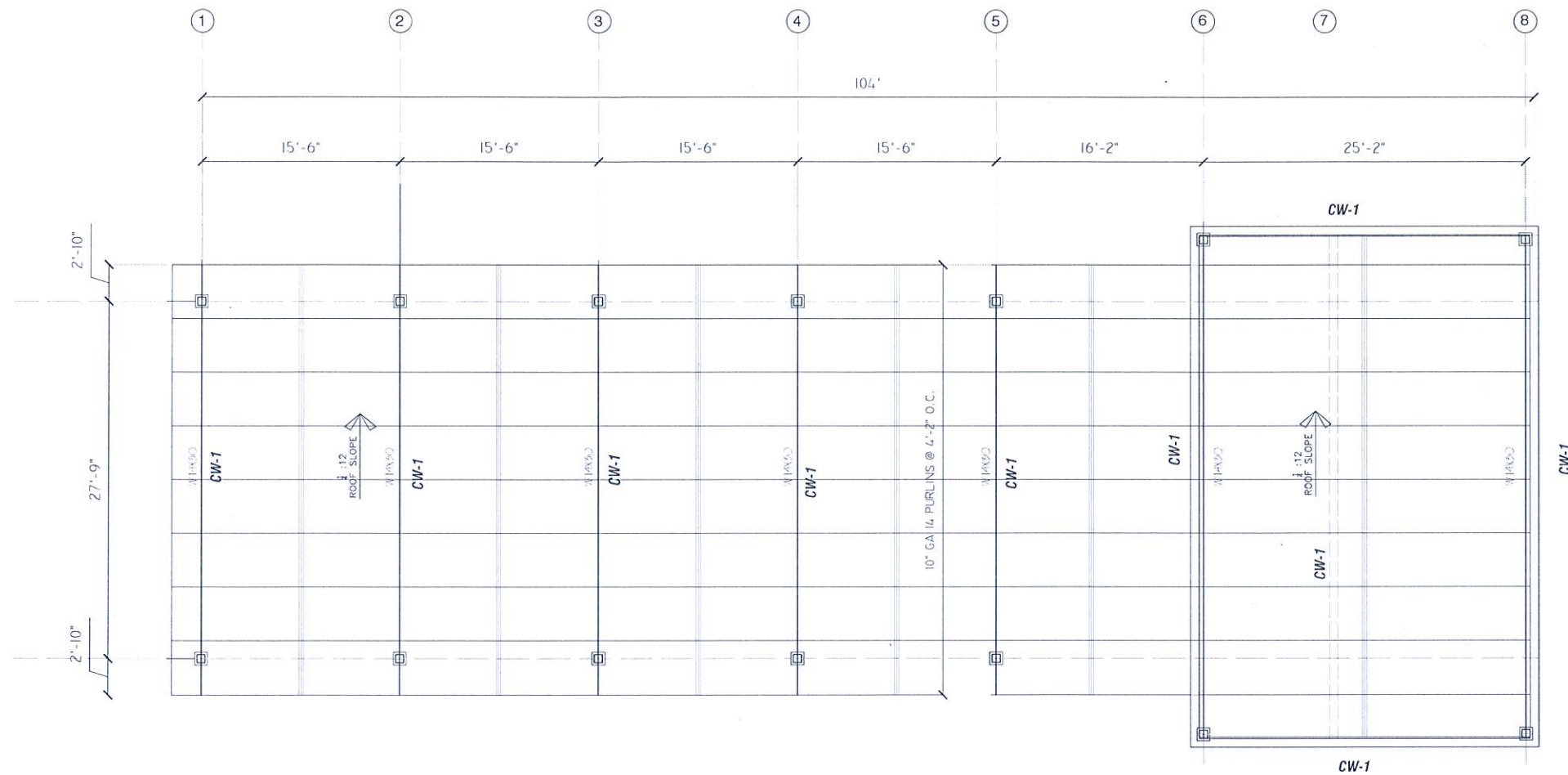
PROJECT:	L 18-094	SHEET:	<b>S3.1</b>	
DATE:	4/16/19	SCALE:		3/16" = 1'-0"
DRAWN:	ER	REVISED:		ER

**ROOF FRAMING NOTES:**

- SEE SHEET S.1 FOR GENERAL NOTES.
- SEE SHEET SD.1 FOR TYPICAL DETAILS.
- DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO DESIGNER/ENGINEER BEFORE WORK COMMENCES.
- WALL LEGEND:  
 INDICATES EXTERIOR WALL  
 INDICATES INTERIOR WALL
- ABBREVIATIONS:  
 CLC = CENTER LINE OF COLUMN  
 FOW = FACE OF WALL  
 CLW = CENTER LINE OF WALL  
 CLB = CENTER LINE OF BEAM  
 FFE = FINISH FLOOR ELEVATION
- ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION 0'-0". IN LACK OF A SITE PLAN THE GENERAL CONTRACTOR SHALL VERIFY EXISTING PAD ELEVATIONS FOR FINAL SLAB ELEVATION.
- ALL WELDS NOT CALLED OR INDICATED ON DETAILS SHALL BE 3/16" FILLETS.

**KEYED STEEL FRAMING NOTES:**

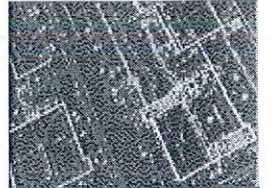
- 24 GA. STANDING SEAMED METAL ROOF SYSTEM WBATT INSULATION UNDERNEATH. ANCHORS AND HARDWARE AS PER MANUFACTURER'S SPECIFICATIONS.
- 2" STRAP PURLIN BRIDGING ON DIAGONAL FORMATION WITH 2-1/2" - 14 X 7/8" TEK SCREWS @ EACH PURLIN FACE.
- DIAGONAL BRACING WITH 3/8" DIA. HS STRANDED WIRE & TURNBUCKLES ATTACHED TO COLUMN BY MEANS OF 3/8" PLATE ANCHORS.



**1 ROOF FRAMING PLAN**  
SCALE 3/16" = 1'-0"

CMU WALL REINFORCEMENT SCHEDULE				
WALL TYPE	T	REINFORCEMENT	SPEC. INSP.	NOTES
CW-1	F	#5 (2) @ 12" O.C., 2#- (1) @ 48" O.C.	NO	

1  
2



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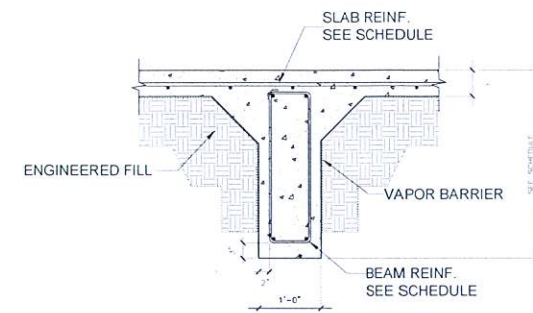
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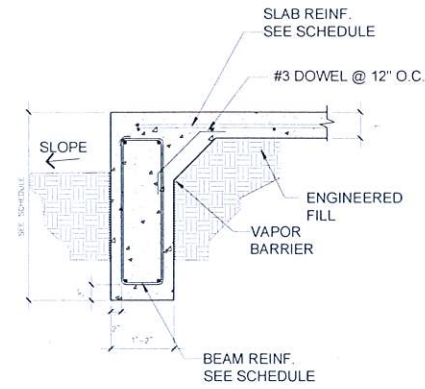
PROJECT CLARK CAR WASH	LOCATION LAREDO, TX
	PLAN NAME FOUNDATION DETAILS

REV#	DESCRIPTION	DATE

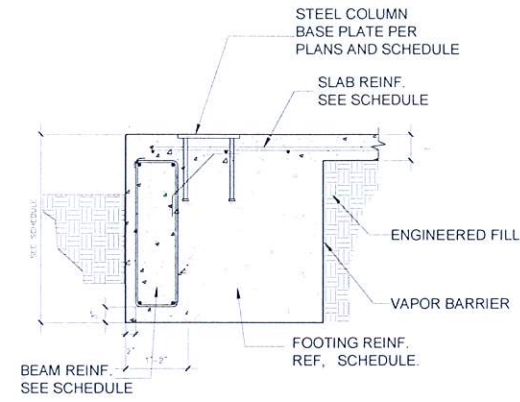
PROJECT: L 18-094	SHEET: <b>SD2.1</b>
DATE: 4/16/19	SCALE: 3/8" = 1'-0"
DRAWN: ER	REVISED: ER



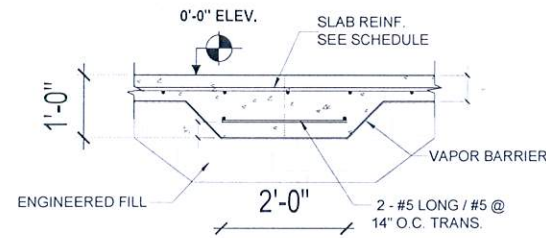
1 INTERIOR BEAM DETAIL



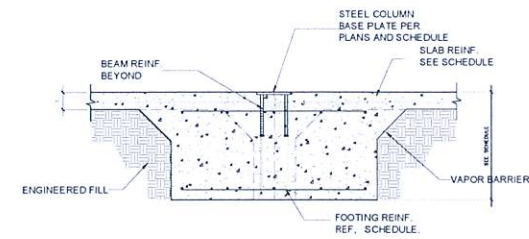
2 EDGE BEAM DETAIL



3 EDGE BEAM WITH COLUMN DETAIL

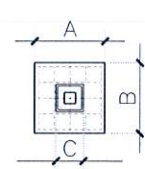


4 LOW WALL FOUNDATION DETAIL

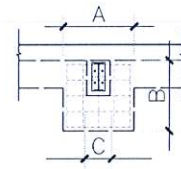


5 COLUMN FOUNDATION DETAIL

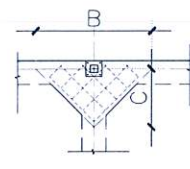
FOOTING SCHEDULE					
TYPE	A	B	C	D	REINFORCING
T1	4'-0"	2'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
T2	4'-0"	2'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
C1	3'-0"	3'-0"	2'-8"	3'-0"	3#5 TOP & BOT EW
C2	5'-0"	5'-0"	3'-0"	3'-0"	3#5 TOP & BOT EW
F1	2'-6"	2'-6"	3'-0"	3'-0"	3#5 TOP & BOT EW
F2	4'-0"	4'-0"	3'-0"	3'-0"	4#5 TOP & BOT EW
F3	3'-0"	3'-0"	1'-6"	3'-0"	3#5 TOP & BOT EW



TYPE F

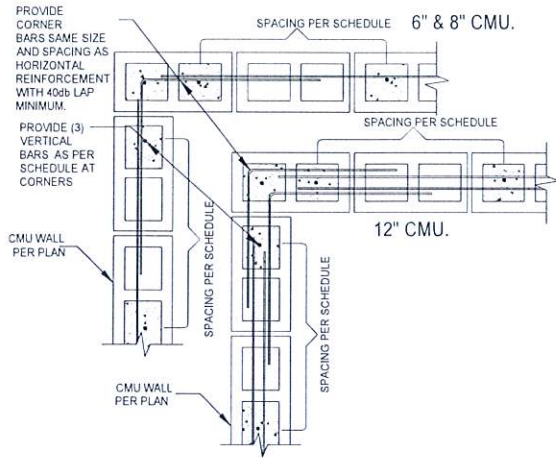


TYPE F

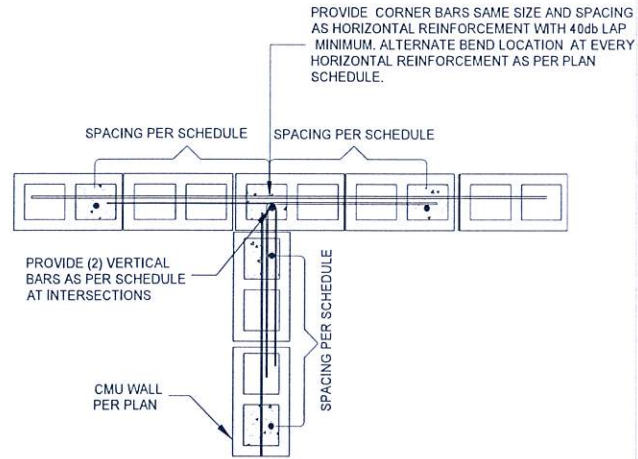


TYPE T

FOOTING SCHEDULE



3 BOND BEAM CORNER DETAILS



4 CMU INTERSECTION DETAIL

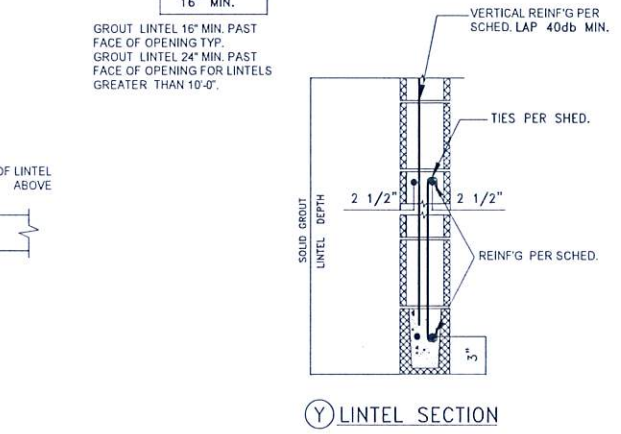
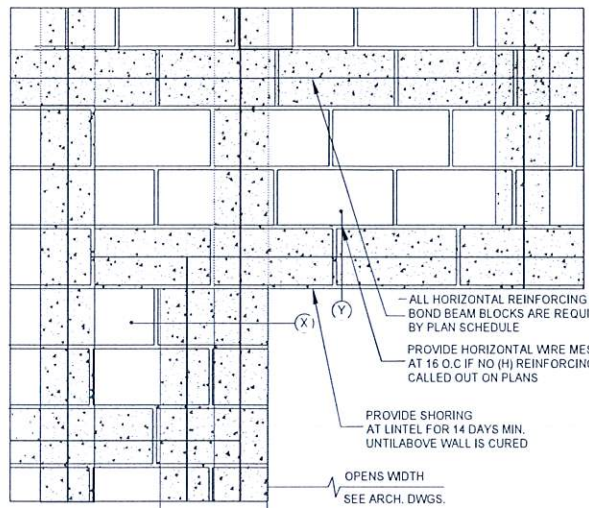
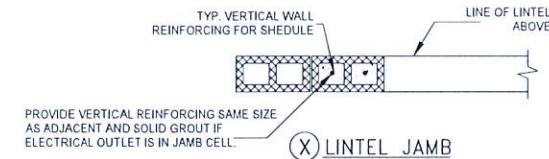
LINTEL SCHEDULE					
TYPICAL LINTELS AT NON-BEARING WALLS					
MARK	MAX. CLEAR SPAN	WIDTH	DEPTH	REINFG (HORIZ.)	REMARKS
LN1	3'-4"	8"	8"	(1) #5	
LN2	6'-8"	8"	16"	(2) #5 @ 16"	
LN3	3'-4"	8"	8"	(1) #5	
LN4	8'-8"	8"	16"	(2) #5 @ 16"	
LN5	8'-0"	8"	24"	(2) #5 @ 16"	
LN6	10'-0"	8"	24"	(2) #5 @ 16"	
LN7	3'-4"	12"	8"	(2) #5	
LN8	6'-8"	12"	16"	(2) #5 @ 16"	
LN9	8'-0"	12"	24"	(2) #5 @ 16"	
LN10	10'-0"	12"	24"	(2) #5 @ 16"	

LINTEL SCHEDULE						
TYPICAL LINTELS AT LOAD-BEARING WALLS						
MARK	MAX. CLEAR SPAN	WIDTH	DEPTH	REINFG (HORIZ.)	REINFG (SHEAR)	REMARKS
LN11	3'-4"	8"	16"	(2) #5 @ 16"	USE #3 @ 8" O.C.	
LN12	6'-8"	8"	16"	(2) #5 @ 16"	USE #3 @ 8" O.C.	
LN13	8'-0"	8"	24"	(2) #5 @ 16"	USE #3 @ 16" O.C.	
LN14	10'-0"	8"	32"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses
LN15	12'-4"	8"	32"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses
LN16	16'-0"	8"	40"	(2) #5 @ 16"	USE #3 @ 16" O.C.	
LN17	3'-4"	12"	8"	(2) #5	USE #3 @ 8" O.C.	
LN18	6'-8"	12"	16"	(2) #5 @ 16"	USE #3 @ 8" O.C.	
LN19	8'-0"	12"	24"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses
LN20	10'-0"	12"	32"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses
LN21	12'-0"	12"	40"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses
LN22	22'-8"	12"	64"	(2) #5 @ 16"	USE #3 @ 16" O.C.	2 bars in 2 courses

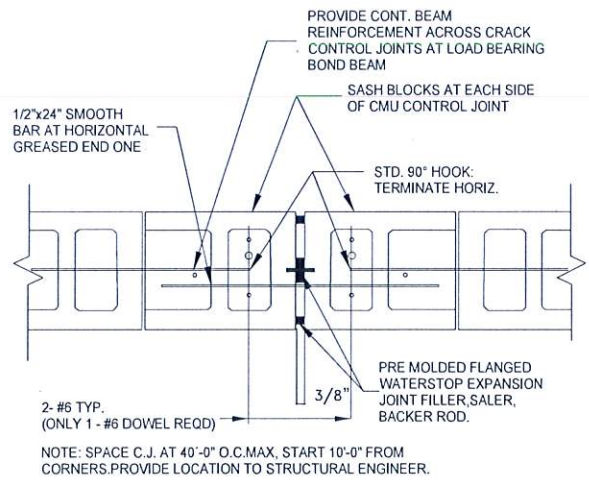
\*LOCATE FIRST STIRRUP AT 1/2 OF THE REQUIRED SPACING AWAY FROM THE FACE OF WALL SUPPORT (I.E. AT 8" O.C. SPACING. LOCATE 1ST STIRRUP NOT FURTHER THAN 4" FROM THE FACE OF WALL).

\*\*SPECIAL INSPECTION REQUIRED BY STRUCTURAL ENGINEER OF RECORD.

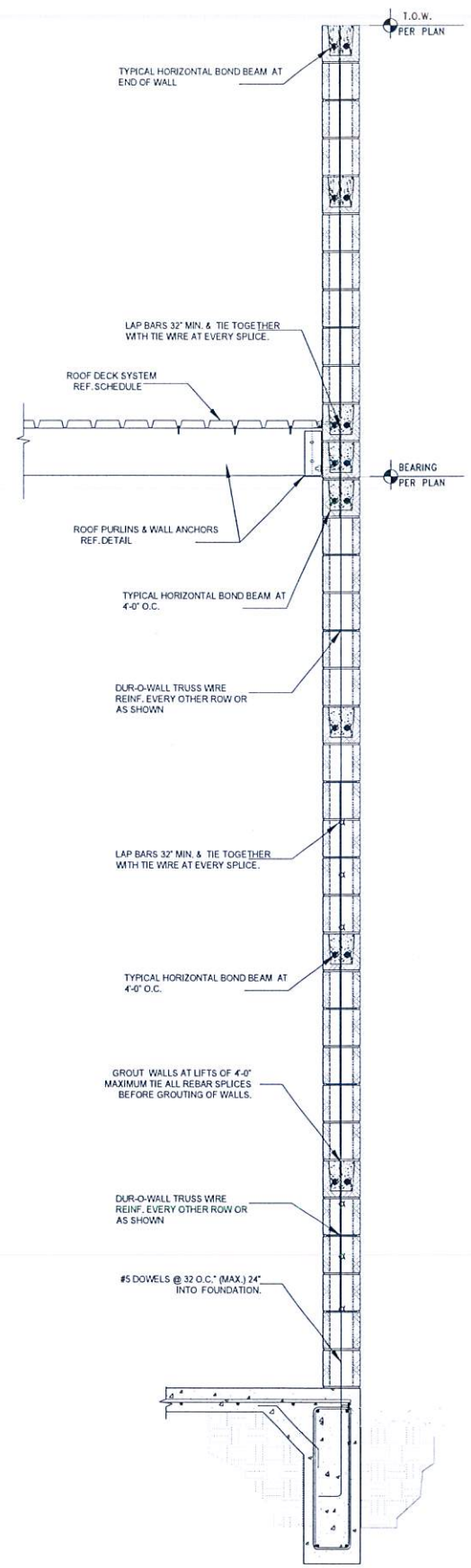
\*\*\*SOLID GROUT FULL DEPTH.



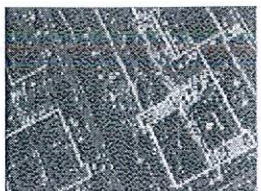
2 CMU LINTEL SCHEDULE & DETAILS



5 CMU CONTROL JOINT DETAIL



1 EXTERIOR WALL SECTION



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PROJECT	CLARK CAR WASH	LOCATION	LAREDO, TX
	PLAN NAME		CMU FRAMING DETAILS

REV.	DESCRIPTION	DATE

PROJECT:	L 18-094	SHEET:	
DATE:	4/16/19	SCALE:	1/4" = 1'-0"
DRAWN:	ER	REVISED:	EP

**SD4.1**

REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO. ENG 18.032  
 DATE: NOVEMBER 15, 2018  
 SCALE: SEE PLAN

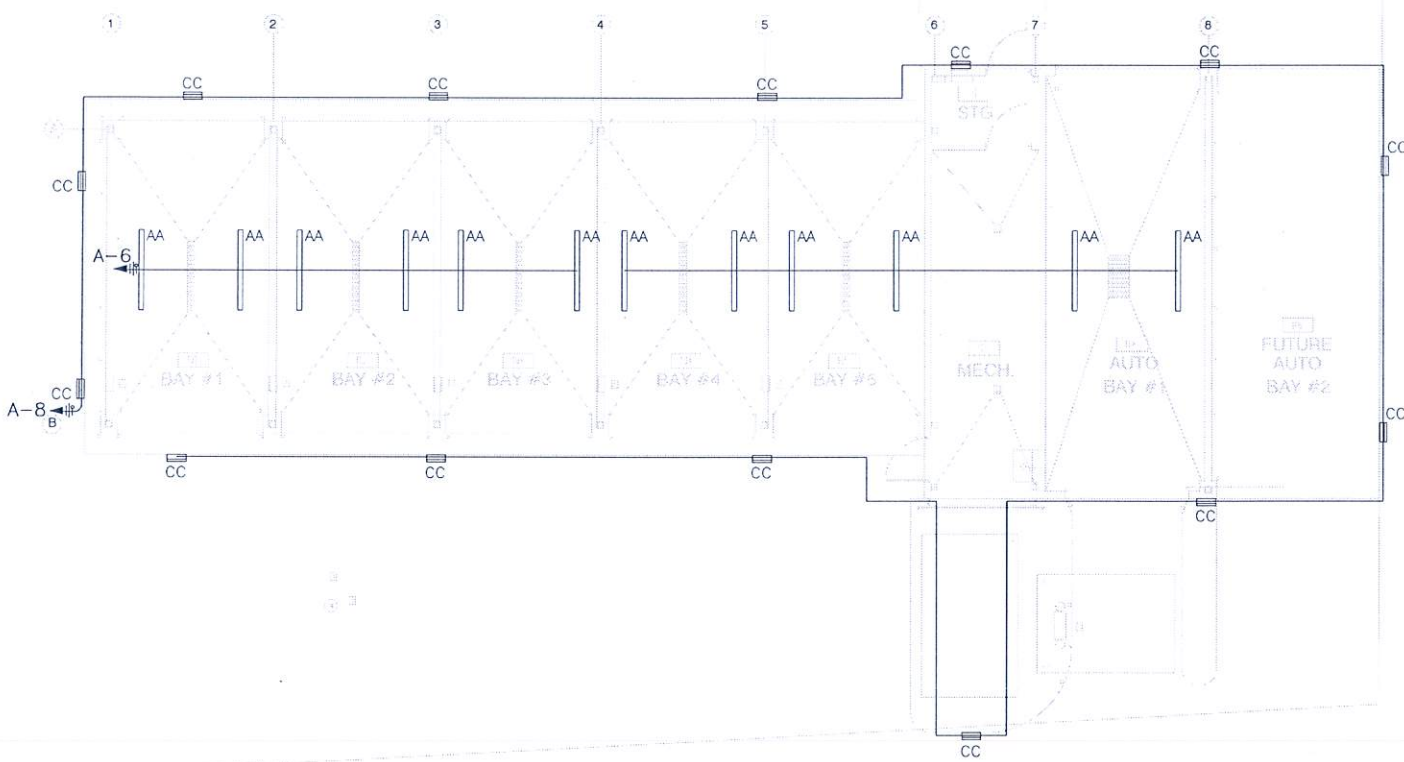
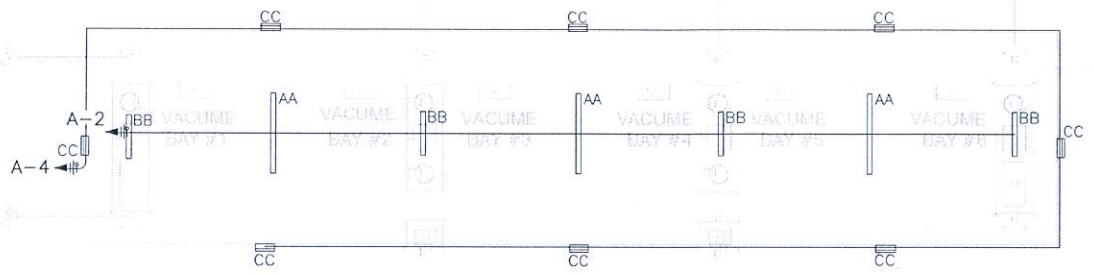
SHEET NAME:

SHEET NUMBER:  
**E1.1**

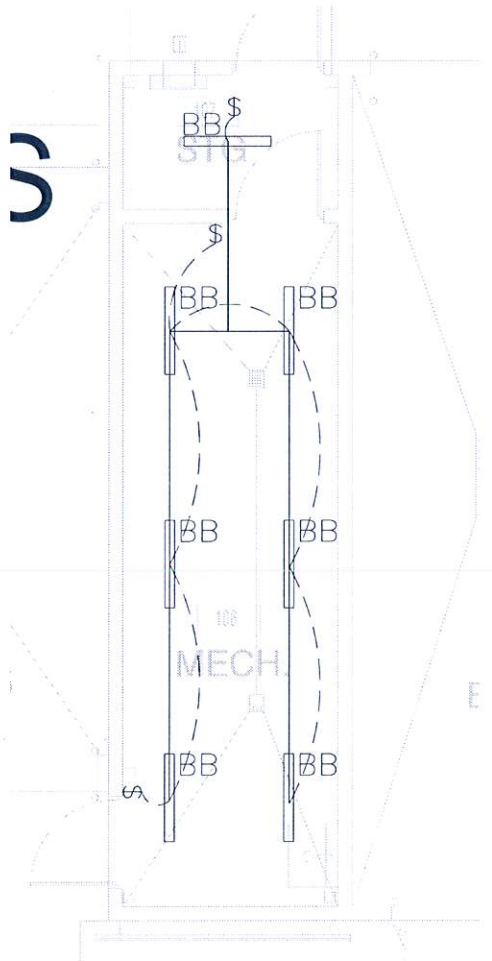
LIGHTING FIXTURE SCHEDULE					
TYPE	LOCATION / USE	DESCRIPTION	MOUNTING	LAMPS	VOLTS
AA	BAY LIGHTING	1X8 LED SEALED LIGHTS RATED FOR WET LOCATION	CUSTOM	40W	120
BB	SELF-SERVE VACUUM LIGHTING	1X4 LED SEALED LIGHTS RATED FOR WET LOCATION	CUSTOM	40W	120
CC	WALL PACK	LED WALL PACK	WALL	75W	120
DD	---	---	---	---	---
X1	EXIT DOORWAY	EXIT LIGHTING	---	---	---
--	---	---	---	---	---
--	---	---	---	---	---

**GENERAL ELECTRICAL NOTES**

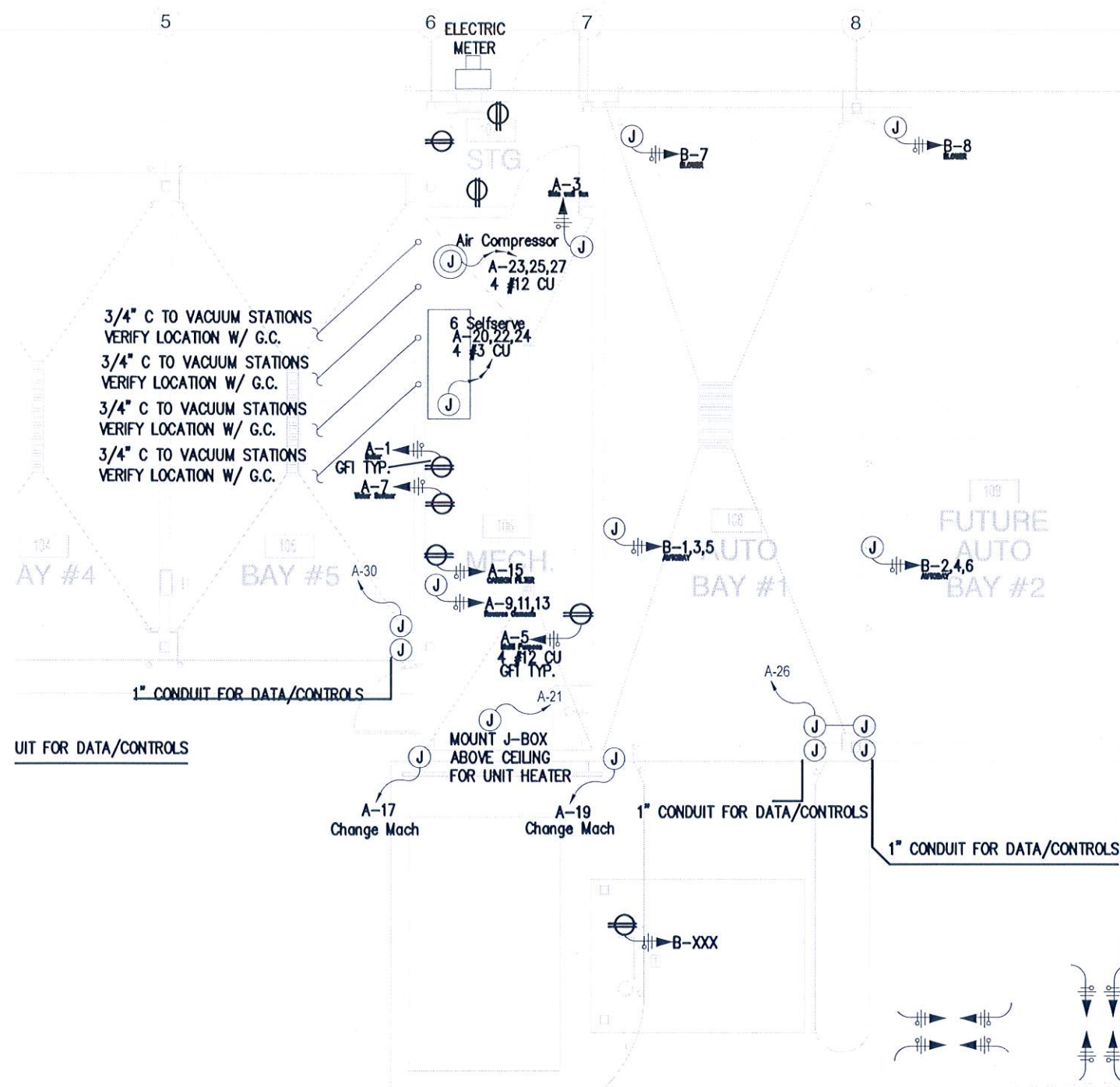
1. IT IS THE SOLE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO MEET ALL APPLICABLE ELECTRICAL BUILDING CODES. THE EQUIPMENT MANUFACTURER ASSUMES NO RESPONSIBILITY FOR MEETING THESE REQUIREMENTS.
2. JB AND J13 ARE TO BE LOCATED OUTSIDE THE BUILDING. THEY REQUIRE CONDUIT BROUGHT THROUGH THE WALL TO THE GENERAL AREA AS DIMENSIONED AND TERMINATED WITH A 90 DEGREE ELBOW POINTING DOWN. USE 1/2" SEALTIGHT CONNECTORS TO CONNECT ELBOW TO EQUIPMENT AT INSTALLATION.
3. JUNCTION BOXES J21, J22, J23 AND J24 ARE SENSOR HOUSINGS FOR OPTIONAL DOOR PACKAGE HOUSINGS AND ARE RECOMMENDED TO BE LOCATED OUTSIDE OF THE BUILDING. HOUSINGS MAY REQUIRE A STANDOFF IF NOT MOUNTED TO THE BUILDING.
4. STUB UP CONDUITS 1 AND 2 TO 6" ABOVE WASH BAY FLOOR.
5. CONDUITS ENTERING ON TOP OF JUNCTION BOXES WILL VOID ANY WARRANTIES.
6. UNLESS OTHERWISE SPECIFIED, ALL CONDUITS ARE 3/4" DIAMETER.
7. CONDUIT SIZES ARE SUBJECT TO CHANGE TO MEET LOCAL BUILDING CODES.
8. JUNCTION BOXES J5, J17, J18, J10 AND J8 ARE TO BE LOCATED APPROXIMATELY 110" ABOVE FINISH FLOOR TO THE BOX BOTTOM.
9. J19 IS MOUNTED ON BOARD THE PASSENGER AND MAY BE SUPPLIED FROM EITHER SIDE OF THE WASH BAY.
10. J18 MAY NEED TO BE SUPPLIED AS A LOCKABLE BREAKER OR J18 MAY NEED TO BE A LOCAL DISCONNECT. CHECK LOCAL CODES.
11. LOCATE J14 AND J20 AS SHOWN ON THE PLAN.
12. FOR USE WITH LASERWIND DRYER ONLY (USE J25 INSTEAD OF J16). RUN CONDUIT 27 AND 23 STRAIGHT INTO J28.
13. NO NEED FOR DOOR LOOP PAD WITH DOCKING LASERWASH 4000 SYSTEM.
14. DO NOT DRILL THROUGH TOP OF ELECTRICAL BOXES.



**1 LIGHTING FLOOR PLAN**  
SCALE: 3/16" = 1'-0"



**1 LIGHTING FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**POWER KEYED NOTES**

- ① PROVIDE 4'X8' PLYWOOD FOR IDS PANEL. PROVIDE A 120V 20AMP CIRCUIT WITH A QUAD NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL BE HOMERUN WITH NO SPLICES, JUNCTIONS OR T-TAPS.
- ② PROVIDE A DEDICATED 120V 20A CIRCUIT QUAD RECEPTACLE.
- ③ PROVIDE A DEDICATED 30AMP CIRCUIT WITH A L5-30R 120VOLT RECEPTACLE. PROVIDE A DEDICATED 120V DUPLEX NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL HANG DOWN FROM CEILING ON A WHIP WITH STRAIN RELIEF.
- ④ PROVIDE A COPPER GROUNDING BUSBAR. TYPE TMGB. CONNECT TO BUILDING GROUND.
- ⑤ PROVIDE ELECTRICAL CONNECTION AND DISCONNECT FOR AHU ON CEILING.

**POWER GENERAL NOTES**

- ① ALL LIGHTING SWITCHES MUST BE MOUNTED TO MEET ADA REQUIREMENTS.
- ② CONNECT ALL EXIT LIGHTING TO CLOSEST UNSWITCHED LIGHTING CIRCUIT.

**LEC**

**LOZANO ENGINEERING & CONSULTING**

P.O. BOX 450807  
LAREDO, TEXAS 78045

TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH  
XXXX CLARK  
LAREDO, TX 78043**

REVISIONS		
REV.	DESCRIPTION	DATE

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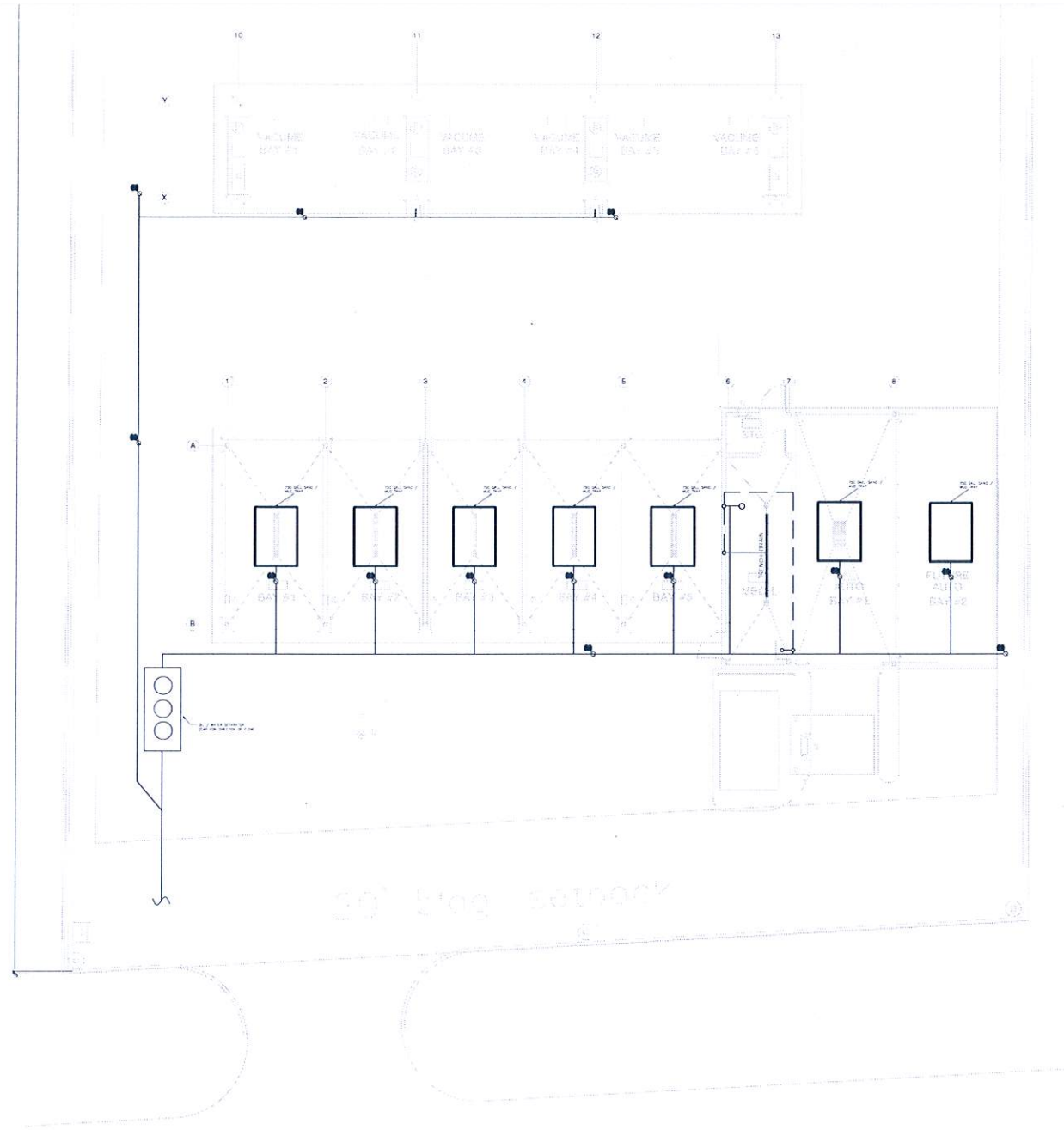
PROJ. NO. **ENG 18.032**  
 DATE: **NOVEMBER 15, 2018**  
 SCALE: **SEE PLAN**

SHEET NAME:

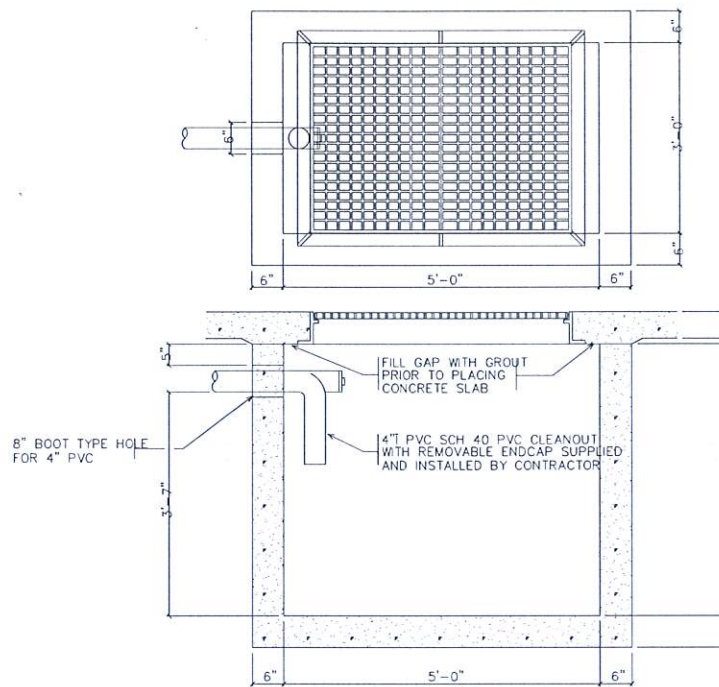
SHEET NUMBER:  
**E2.1**

**1 POWER FLOOR PLAN MECHANICAL ROOM AND AUTO BAYS**  
 SCALE: 1/4" = 1'-0"





**1 PLUMBING WASTE FLOOR PLAN**  
SCALE: 3/8" = 1'-0"



**2 SAND TRAP DETAIL**  
SCALE: NTS

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 P.O. BOX 450607  
 LAREDO, TEXAS 78045  
 TEL: (956) 285-7684  
 FIRM # 9677

**CLARK CAR WASH**  
**XXXXX CLARK**  
**LAREDO, TX 78043**

REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO: ENG 18.032  
 DATE: NOVEMBER 15, 2018  
 SCALE: SEE PLAN  
 SHEET NAME:

SHEET NUMBER:  
**P1.1**





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TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH  
XXXX CLARK  
LAREDO, TX 78043**

**REVISIONS**

REV.	DESCRIPTION	DATE

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PROJ. NO: **ENG 18.032**

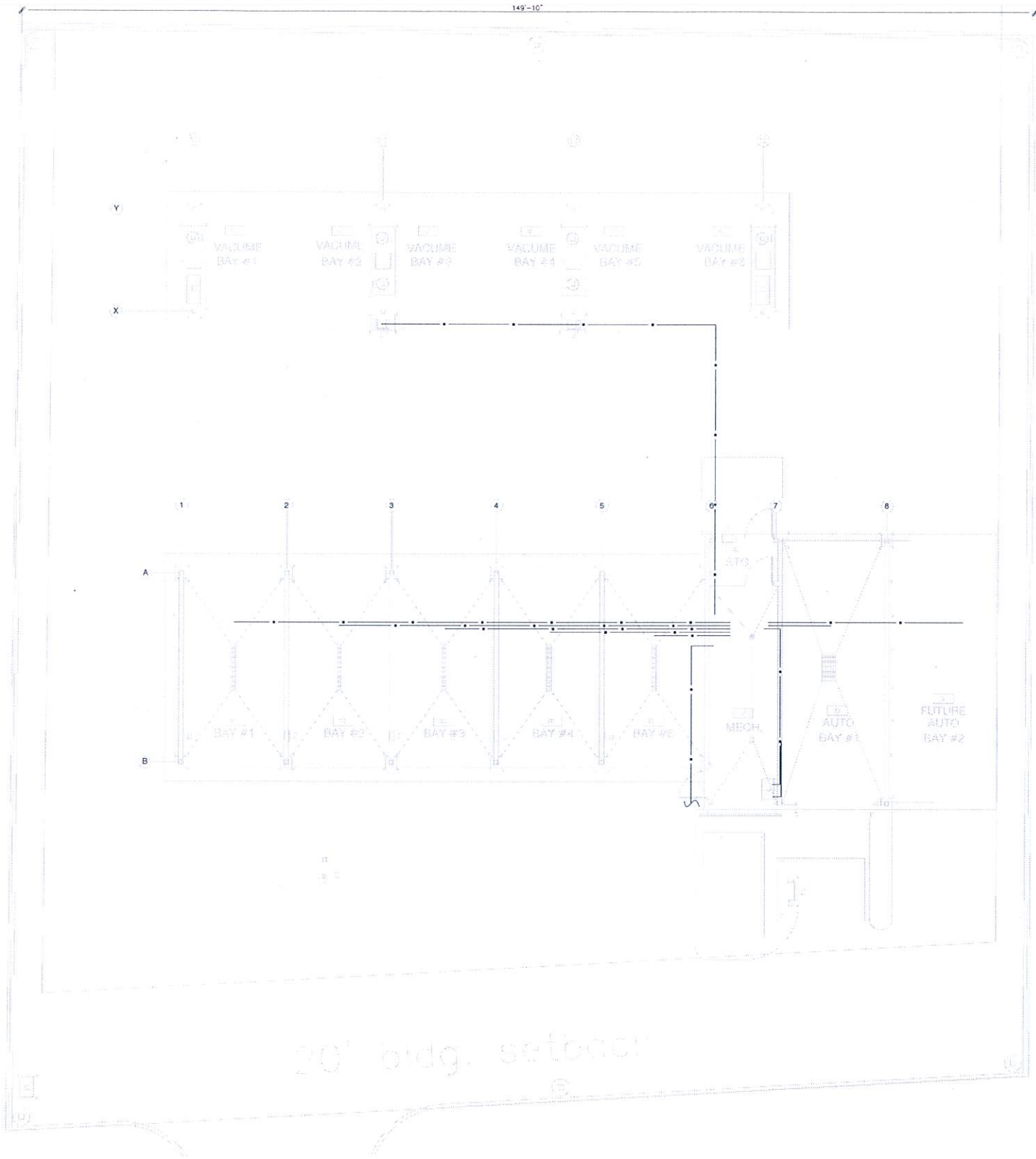
DATE: **NOVEMBER 15, 2018**

SCALE: **SEE PLAN**

SHEET NAME:

SHEET NUMBER:

**P2.1**



**1 PLUMBING WATER SUPPLY FLOOR PLAN**  
SCALE: 3/8" = 1'-0"

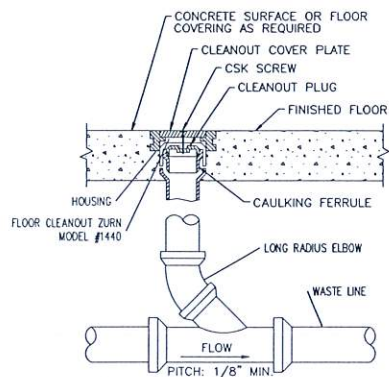
**GENERAL NOTES**

- A. SPECIFICATIONS, REFER TO M.E.P. SHEET, "GENERAL CONDITIONS" / "SUMMARY OF WORK" SECTIONS AND ELSEWHERE IN DRAWINGS FOR FURTHER INFORMATION AND REQUIREMENTS FOR PLUMBING CONTRACTOR.
- B. SUSPEND ALL HORIZONTAL SERVICE PIPING SHOWN ON THIS PROJECT SUCH AS, BUT NOT LIMITED TO WATER, SANITARY WASTE, STORM WATER, GAS, ETCETERA FROM UNDER OF ROOF AND/OR FLOOR STRUCTURE, UNLESS OTHERWISE NOTED OR INDICATED. HOLD SUCH PIPING AS HIGH AS POSSIBLE, EXTENDING PIPING, WALLS, PARTITIONS, CHASES, ETCETERA TO SERVE UTILITIES AND EQUIPMENT AS SHOWN ON PLANS.
- C. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.
- D. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE PIPE RISERS, RISERS, AND OFFSETS, AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY TENANT'S CONSTRUCTION DIRECTOR OF ANY DISCREPANCIES BEFORE STARTING WORK.
- E. DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, LAYOUT, AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE PIPING, CONNECTIONS, FITTINGS, VALVES, OFFSETS, ETCETERA AND ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM. SUBMIT SHOP DRAWINGS PER THE SPECIFICATIONS.
- F. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY, INCLUDING APPLICABLE SECTIONS OF ANY INTERIM AGREEMENTS AT THE TIME OF THE PROPOSAL. PURCHASE ALL ITEMS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.
- G. PROVIDE BACKFLOW PREVENTION DEVICES, (BPD) IN WATER LINES FEEDING PLUMBING FIXTURES AND/OR EQUIPMENT, AS SHOWN ON PLANS AND ELSEWHERE AS REQUIRED BY LOCAL AUTHORITIES. USE DEVICES OF APPROVED TYPE AND MANUFACTURER (ATMOSPHERIC VACUUM, PRESSURE VACUUM, DOUBLE CHECK, AND REDUCED PRESSURE).
- H. VERIFY SERVICE CONNECTION POINTS, SIZES, ELEVATIONS, AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITIES COMPANY'S AND/OR CIVIL ENGINEER. SERVICES TO INCLUDE BUT NOT LIMITED TO DOMESTIC WATER, FIRE, SANITARY SEWER, STORM SEWER, GAS, ETCETERA.
- I. WATER PRESSURE. PLUMBING CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE AT BUILDING ENTRY, PRIOR TO ALL LOCALLY REQUIRED DEVICES SUCH AS WATER METER, BACKFLOW PREVENTION DEVICES, ETCETERA IS LESS THAN 50 PSIG STATIC, CONTACT OWNER REPRESENTATIVE. IF PRESSURE IS IN EXCESS OF 80 PSIG STATIC, INSTALLATION OF PRESSURE REDUCING VALVE IS REQUIRED.
- J. HEALTH DEPARTMENT. COMPLY WITH LOCAL HEALTH DEPARTMENT REGULATIONS. OBTAIN ESCUTCHEONS IN FOOD SERVICE AREAS. SEAL PIPES HEAVILY WITH GROUT AT WALL, FLOOR, OR CEILING PENETRATIONS. OBTAIN REGULATION ON EXPOSED PIPING BEHIND AND UNDER EQUIPMENT. PROVIDE CLEARANCE BEHIND AND UNDER EXPOSED PIPING AS REQUIRED BY HEALTH DEPARTMENT. WHEREVER POSSIBLE, INSTALL PIPING IN FOOD SERVICE AREAS CONCEALED. CONFORM TO HEALTH DEPARTMENT REQUIREMENTS FOR LOCATIONS OF FLOOR SINKS.
- K. MAKE COMPLETE. PROVIDE ITEMS AND WORK AS REQUIRED TO COMPLETE THE INSTALLATION OF PLUMBING SYSTEMS TO FIXTURES AND EQUIPMENT: TRAPS, STRAINERS, GAUGES, GAS AND WATER PRESSURE REGULATORS, FLEXIBLE CONNECTIONS, STOP VALVES, UNIONS, ETCETERA. PROVIDE AND CONNECT PLUMBING PIPE FROM ROUGH-INS TO ITEMS AS SHOWN, SPECIFIED AND REQUIRED.
- L. WATER ENTRY SERVICE PIPING, NEW AND/OR REVISED. PLUMBING CONTRACTOR SHALL ENSURE AND PROVIDE MINIMUM 10'-0" LINEAR FEET OF METAL PIPING MATERIAL, BELOW GRADE FOR CONNECTION OF ELECTRICAL SERVICE GROUNDING.

**GENERAL PLUMBING NOTES**

1. ALL ROOF PENETRATIONS SHALL BE MADE BY LANDLORD'S ROOFING CONTRACTOR.
2. SAW CUT SLAB MINIMUM 2" FOR SLAB OPENINGS FOR UNDERGROUND UTILITIES.
3. ALL UTILITY LINES NEED TO BE WITHIN LEASING PREMISE.

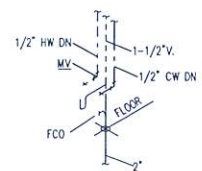
WATER HAMMER ARRESTOR SCHEDULE					
PCI CROSS REF.	N.P.T.	FIXTURE UNIT CAPACITY	LOCATION	SIOUX CHIEF MODEL NO. OR EQUAL	REMARKS
WH-1	1"	33-50	ACCESSIBLE VIA ATTIC SPACE OR ACCESS PANEL	654-C	PISTON TYPE OPERATION, MAINTENANCE FREE, MIL-D-82036, TYPE II, TYPE II, NON-BLADDER TYPE, PD-VH-201 (R1983)



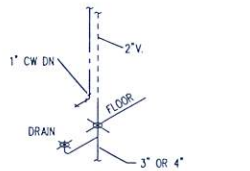
1 **DETAIL - FLOOR CLEANOUT**  
SCALE: NOT TO SCALE

PLUMBING FIXTURE SCHEDULE				UTILITIES			
MARK	ITEM	MANUFACTURER	MODEL NO	CW	HW	W	VT
WC-1A	WATER CLOSET (ADA)	AMERICAN STANDARD	#3043 102 MADERA 17H FLOOR MOUNT SIPHON JET VITREOUS CHINA BOWL WITH ELONGATED RIM, 1-1/2" TOP SPUD, AND BOLT CAPS, 1.6GPF, SLOAN #110 EXPOSED DIAPHRAGM TYPE, CHROME PLATED FLUSH VALVE WITH OSCILLATING HANDLE, SCREWDRIVER ANGLE STOP WITH VANDAL RESISTANT CAP AND VACUUM BREAKER, SEAT CHURCH #9500C OPEN FRONT SEAT LESS COVER.	1'		4'	2'
LAV-1	LAVATORY	AMERICAN STANDARD	#0491 019 RONDALYN VITREOUS CHINA COUNTERTOP SINK WITH AMER. STD. #5502 170 MONTERREY CENTERSET FAUCET, WRIST BLADE HANDLES, P-TRAP W/ STOPS, AND GRID DRAIN FAUCET TO MEET ADA REQUIREMENTS.	1/2'	1/2'	2'	11/2'
SK-1	SINGLE COMP. SINK	JUST		1/2'	1/2'	2'	11/2'
FD-1	FLOOR DRAIN	ZURN	#ZN415B W/ NICKEL BRONZE STRAINER			3'	2'
WCO	WALL CLEAN OUT	ZURN	#Z1446				
FCO	FLOOR CLEAN OUT	ZURN	#CO2500 - HD HEAVY DUTY TYPE CLEANOUT				
HB	FUNNEL DRAIN	ZURN	#Z326 INDIRECT WASTE FUNNEL			2'	11/2'
TP	TRAP PRIMER	PPP	#P2-500	1/2'			

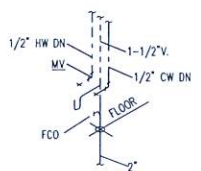
2 **SINK RISER**  
SCALE: NOT TO SCALE



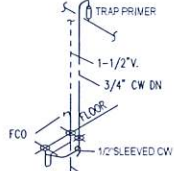
3 **RISER WATER CLOSET**  
SCALE: NOT TO SCALE



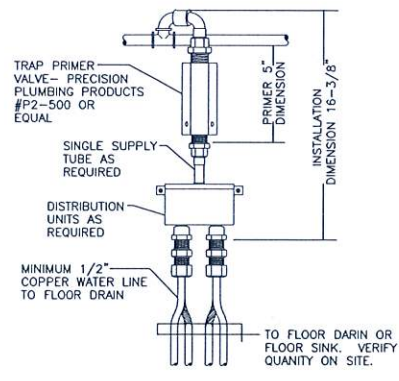
4 **RISER LAVATORY**  
SCALE: NOT TO SCALE



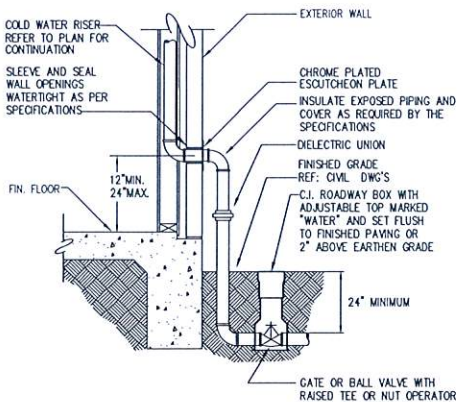
5 **RISER FLOOR DRAIN**  
SCALE: NOT TO SCALE



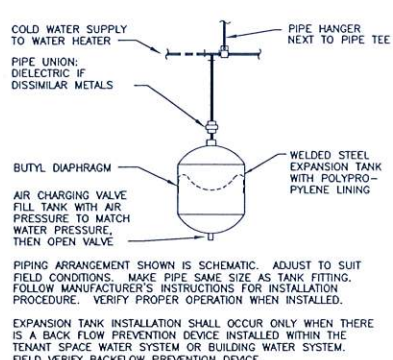
6 **TRAP PRIMER DETAIL**  
SCALE: NOT TO SCALE



7 **WATER PIPE DETAIL**  
SCALE: NOT TO SCALE



8 **SMALL EXPANSION TANK**  
SCALE: NOT TO SCALE



WATER HEATER SCHEDULE										
MARK	STORAGE GALLONS	CIRCUIT BREAKER	DEGREE RISE DEG F	WATER TEMP LEAVING	WATER INLET	WATER OUTLET	VOLTAGE/ PHASE	ELEMENTS KW	MANUFACTURE	DESCRIPTION
WH-1	TANKLESS	50A @ 208V	60	110	3/4"	3/4"	208/ Single pole	8320	CHONOMITE LABS	M40 208HTR AVAILABLE AT GRAINGER ITEM 19C802

**LEC**  
**LOZANO ENGINEERING & CONSULTING**  
P.O. BOX 450607  
LAREDO, TEXAS 78045  
TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH**  
**XXXX CLARK**  
**LAREDO, TX 78043**

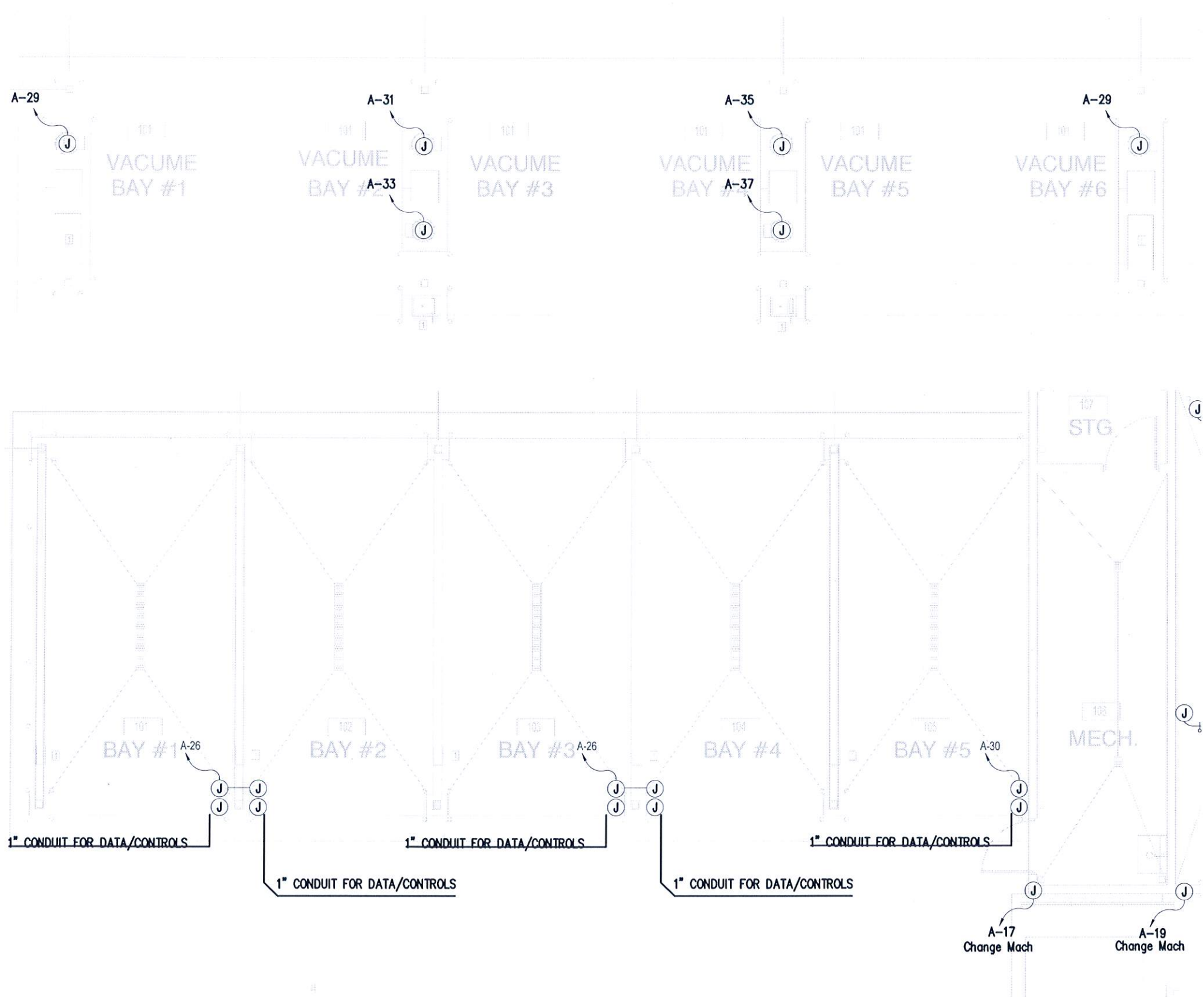
REVISIONS		
REV.	DESCRIPTION	DATE

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PROJ. NO. ENG 18.032  
DATE: NOVEMBER 15, 2018  
SCALE: SEE PLAN  
SHEET NAME:

SHEET NUMBER:  
**P3.1**

**1 PLUMBING DETAILS AND SCHEDULES**  
SCALE: NTS



- POWER KEYED NOTES**
- ① PROVIDE 4'X8' PLYWOOD FOR IDS PANEL. PROVIDE A 120V 20AMP CIRCUIT WITH A QUAD NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL BE HOMERUN WITH NO SPLICES, JUNCTIONS OR T-TAPS.
  - ② PROVIDE A DEDICATED 120V 20A CIRCUIT QUAD RECEPTACLE.
  - ③ PROVIDE A DEDICATED 30AMP CIRCUIT WITH A L5-30R 120VOLT RECEPTACLE. PROVIDE A DEDICATED 120V DUPLEX NEMA 5-20R RECEPTACLE. THESE CIRCUITS WILL HANG DOWN FROM CEILING ON A WHIP WITH STRAIN RELIEF.
  - ④ PROVIDE A COPPER GROUNDING BUSBAR, TYPE TMGB. CONNECT TO BUILDING GROUND.
  - ⑤ PROVIDE ELECTRICAL CONNECTION AND DISCONNECT FOR AHU ON CEILING.

- POWER GENERAL NOTES**
- ① ALL LIGHTING SWITCHES MUST BE MOUNTED TO MEET ADA REQUIREMENTS.
  - ② CONNECT ALL EXIT LIGHTING TO CLOSEST UNSWITCHED LIGHTING CIRCUIT.

**LBC**

**LOZANO ENGINEERING & CONSULTING**

P.O. BOX 450607  
LAREDO, TEXAS 78045

TEL: (956) 285-7684  
FIRM # 9677

**CLARK CAR WASH  
XXXX CLARK  
LAREDO, TX 78043**

REVISIONS

REV.	DESCRIPTION	DATE

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PROJ. NO. ENG 18.032  
DATE: NOVEMBER 15, 2018  
SCALE: SEE PLAN

SHEET NAME:

SHEET NUMBER:  
**E2.1**

**1 POWER FLOOR PLAN SELF BAYS AND VACUME BAYS**  
SCALE: 1/4" = 1'-0"

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Staff Source:** Cristian Rosas-Grillet, Assistant City Attorney

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**SUBJECT**

**2019-R-64** A Resolution of the City of Laredo, Texas, authorizing the City's creation of the Laredo Center for Urban Agriculture and Sustainability, a local government corporation; approving the form of the certificate of formation and bylaws; containing other provisions relating to the subject; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**

On April 2, 2018, City Council approved a motion to fund a service agreement with an organization to be created for the implementation of goals, services, and tasks for urban agriculture and sustainability programs as well as the facilitation of the Laredo Food Policy Council. On September 13, 2018, the City Council approved a motion allocating funding for the organization to facilitate the Food Policy Council and propagate endemic shade tree species throughout the City of Laredo.

**BACKGROUND**

Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government. Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"). Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas. As prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application for approval of the Certificate.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this Resolution.

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**RESOLUTION NO. 2019-R-064**

**A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S CREATION OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY, A LOCAL GOVERNMENT CORPORATION; APPROVING THE FORM OF THE CERTIFICATE OF FORMATION AND BYLAWS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government; and

**WHEREAS**, Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"); and

**WHEREAS**, Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas; and

**WHEREAS**, Chapter 394 further requires, as a condition of the filing of the Certificate, the governing body of the local government first to adopt a resolution finding the creation of a local government corporation to be wise, expedient, necessary or advisable, and approving the form of the Certificate; and

**WHEREAS**, the City Council of the City of Laredo finds that the creation of a local government corporation for the purpose of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo (the "City") is wise, expedient, necessary and advisable, and will accomplish an important governmental purpose, namely, to enhance the welfare of the public; and

**WHEREAS**, the City Council desires to create the Laredo Center for Urban Agriculture and Sustainability, a local government corporation, to aid and act on behalf of the City to accomplish the said governmental purpose; and

**WHEREAS**, as prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application (the "Application," an accurate copy of which is attached hereto as Exhibit A) for approval of the Certificate in the form attached hereto as Exhibit A-1; and;

**WHEREAS**, the City Council desires to approve the Application and the form of the Certificate, specifically including the Corporation's initial Board of Directors named in the Certificate.

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

1. The City Council hereby authorizes the creation and incorporation of the Laredo Center for Urban Agriculture & Sustainability Local Government Corporation (the “Corporation”) pursuant to Chapter 431, Texas Transportation Code.
2. The Corporation shall be governed by the Certificate of Formation attached hereto as **Exhibit A-1**, and the bylaws attached hereto as **Exhibit B**, both of which the City Council hereby approves.
3. The City Council affirms the appointment of the initial directors of the Corporation, who are named as initial directors in the Certificate of Formation attached hereto as **Exhibit A-1**.
4. The City Council authorizes the performance of any act deemed necessary by the City Manager to carry out the terms and provisions of this Resolution.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this \_\_\_\_ day of \_\_\_\_\_ 2019.**

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**PETE SAENZ  
MAYOR**

**ATTEST:**

---

**JOSE A. VALDEZ, JR.  
CITY SECRETARY**

---

**APPROVED AS TO FORM:**

**KRISTINA L. HALE  
CITY ATTORNEY**

**BY: \_\_\_\_\_  
CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**

**CERTIFICATE OF FORMATION  
LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY**

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a majority of which are residents and qualified voters of the City of Laredo, Texas (the “City”) and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code (“Chapter 431”) and Chapter 22, Business Organizations Code (“Chapter 22”) do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I  
Corporation Name**

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the “Corporation”).

**ARTICLE II  
Nature of Corporation**

The Corporation is a public non-profit local government corporation created and operated in accordance with Chapter 431 of the Transportation Code and other applicable laws.

**ARTICLE III  
Duration of Corporation**

The period of the duration of the Corporation shall be perpetual.

**ARTICLE IV  
Corporate Purpose and Authority**

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the “Local Government”) to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

- A. Create and promote an urban food system for the City of Laredo by increasing access to local fresh food for low income citizens and the community at large;
- B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the city to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer’s markets, and farm to school as economic generators for local food security;



- C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
- D. Cultivate water, soil, and air sustainability opportunities;
- E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
- F. Develop policy and incentives for the local food industry; and
- G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic, environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

4.03 To accomplish said goals and purpose, the Corporation shall be authorized to:

- A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
- B. Acquire and hold title to and interests in real and personal property;
- C. Accept funds and property appropriated by the Local Governments and by other entities;
- D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
- E. Accept donations of funds, services and things of value;
- F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing body of the Local Government, as evidenced by approval of an ordinance, order or resolution; and
- G. Engage in other lawful activities to accomplish the governmental purpose stated above.

4.04 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.05 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes of the Texas Torts Claims Act, Section 101.001, et. seq., Texas Civil Practice and Remedies Code.

4.06 The Corporation shall comply with all applicable provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code) and the Texas Public Information Act (Chapter 552, Texas Government Code).

4.07 References herein to consent or written consent by the City shall refer to an ordinance, resolution or order of the governing body of the City.

## **ARTICLE V No Members or Shareholders**

The Corporation shall have no members and shall have no stock.

## **ARTICLE VI Board of Directors**

6.01 All powers of the Corporation shall be vested in a Board of Directors (“Board”) consisting of the following eleven (11) Directors subject to the oversight of the City and as otherwise provided in the Bylaws:

1. A current City of Laredo Health Department representative;
2. A current City of Laredo Parks & Leisure Services Department representative;
3. A current City of Laredo Environmental Services Department representative;
4. A current Planning & Zoning Department representative;
5. A local Economic Development & Incentives Advisor;
6. A local Sustainable Restaurateur;
7. A local Private Sector Food System representative;
8. A local Urban Livestock Advocate or local Urban Agriculture & Sustainability Advocate;
9. A local Farmer Market’s Executive Director or local Urban Agriculture & Sustainability Advocate;
10. A local Apiculturist or local Urban Agriculture & Sustainability Advocate;
11. A current Academic sector food sustainability representative;

6.02 Directors 1-5 (as numbered above) and their successors will be nominated by City Manager of the City of Laredo (“City Manager”) and will be confirmed by the Laredo City Council. Directors 6-11 (as numbered above) will be nominated by the Board and will be confirmed by the Laredo City Council. The initial directors of the Corporation (“Director” or “Directors”) shall be those persons named in Article VII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation.

6.03 As prescribed by Section 431.102(c), Texas Transportation Code, a majority of the Directors shall be residents of the City.

6.04 The initial term of Director Nos. 1-5 shall expire on September 30, 2021. The initial term of Director Nos. 6-11 shall expire on September 30, 2020. After completion of the first term, the term of each Director shall be three years. Each Director shall serve a three-year term or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to five consecutive terms.

6.05 Vacancies on the Board that occur before the end of the Director's term shall be filled in the same manner as appointments made pursuant to Article 6.02.

6.06 The Directors may be removed at any time, with or without cause, in the same manner as appointments made pursuant to Article 6.02.

6.07 Director 2 shall serve as chair of the Board until September 30, 2020. Annually thereafter, a chair shall be elected by majority vote of the entire Board.

6.08 A Director may choose to resign at any time if he/she feels unable to fulfill the responsibilities of the position. Written notice must be made to the Chair via mail, email, electronic notice. Resignations will be announced and made official at the following regular Board Meeting.

6.09 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

## **ARTICLE VII Initial Directors**

The initial Directors of the Corporation shall be as follows:

### **POS. NO. & NAME**

- |                         |  |
|-------------------------|--|
| 1. Guillermo Walls      | 2600 Cedar Ave., Laredo, Texas 78040                 |
| 2. Berman Rivera        | 2201 Piedra China St., Laredo, Texas 78043           |
| 3. John Porter          | 619 Reynolds St., Laredo, Texas 78040                |
| 4. James Kirby Snideman | 1120 San Bernardo Ave. #2, Laredo, Texas 78040       |
| 5. Roger Garcia         | 1312 Houston St., Laredo, Texas 78040                |
| 6. Roberto Gonzalez     | 1515 E. Lane St., Laredo, Texas 78040                |
| 7. Gabriela Fernandez   | 6950 McPherson Rd. Ste. C, Laredo, Texas 78041       |
| 8. Martha Ramirez       | 7209 E. Saunders St. Ste. 5, Laredo, Texas 78041     |
| 9. Priscila Iglesias    | 1000 Zaragoza St. #107, Laredo, Texas 78040          |
| 10. Cecilia Cisneros    | 5214 Brewster Dr., Laredo, Texas 78043               |
| 11. Marcela Uribe       | 5201 University Blvd. #ZSC-223C, Laredo, Texas 78041 |

## **ARTICLE VIII**

## **Registered Office and Agent**

The street address of the initial registered office of the Corporation is c/o City Manager, 1110 Houston St., Laredo, Texas 78040, which is within the city limits of the City, and the name of its initial registered agent at such address is \_\_\_\_\_, the City Manager, and a resident of the State of Texas.

## **ARTICLE IX Incorporators**

The names and addresses of the incorporators, each of whom is more than eighteen (18) years of age and a resident of the state of Texas, are:

Roberto Gonzalez	1515 E. Lane St. Laredo, Texas 78040
Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
Roger Garcia	1312 Houston St., Laredo, Texas 78040

## **ARTICLE X Approval of Certificate of Formation**

Resolution No. 2019-R-\_\_\_ approving the form and substance of this Certificate of Formation was adopted by the Laredo City Council on May 6, 2019.

## **ARTICLE XI Director Liability**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

## **ARTICLE XII Limits on Use of Corporate Assets; Income of Corporation**

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these

Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. The Local Government shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Local Governments shall be deposited into such accounts or funds as determined by the governing body of the Local Government. No part of the Corporation's income shall inure to the benefit of any private interests.

### **ARTICLE XIII**

#### **Dissolution**

13.01 If the Board of Directors or the Laredo City Council determines by resolution that the purposes for which the Corporation was formed have been substantially met and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the applicable law then in existence, provided that no certificate effecting a dissolution of the Corporation shall be executed without the prior consent of the City Council, as evidenced by a resolution approved by a majority vote.

13.02 Upon the dissolution of the Corporation, the title to all assets shall be transferred to the Local Government that created the Corporation. The Board of Directors shall notify the Local Government of such dissolution.

### **ARTICLE XIV**

#### **Public Instrumentality**

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in this Certificate, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the Local Governments or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of the Corporation shall be an action of the Local Government or its agents or employees, and neither this Certificate nor any action by the Board or the City Council shall create a joint enterprise.

**ARTICLE XV**  
**Amendments**

These Articles of Incorporation may be amended in either of the following manners: (i) the Board may file with the Local Government an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the governing body of the Local Government, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution or ordinance that the proposed amendment be made, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (ii) the Local Government may at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation and filing the amendment with the Office of the Texas Secretary of State.

**ARTICLE XVI**  
**Effective Date; Authorization to File**

This Certificate shall be effective when fully executed and filed with the Office of the Texas Secretary of State. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

**CITY OF LAREDO**

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

**ACKNOWLEDGMENTS**

**CITY OF LAREDO**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by **x x**, being sworn on his oath that he is an individual residing in the City of Laredo, Webb County, Texas.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Notary Public State of Texas

**BYLAWS OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND  
SUSTAINABILITY**

A Texas Non-Profit Local Government Corporation created by and on behalf of the City of Laredo, Texas.

**ARTICLE I  
Corporation Name and Location**

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation"). The principal location of the Corporation is 2600 Cedar Avenue, Laredo, Texas 78040. In the alternative, the Corporation shall meet at 1415 Chihuahua Street, Laredo, Texas 78040 and legally described as Lots 1 through 6, Block 792, Eastern Division, City of Laredo.

**ARTICLE II  
Organizational Policy**

The Corporation is local government corporation and shall be operated under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22").

**ARTICLE III  
Purpose and Authorization**

3.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

- A. Create and promote an urban food system for the City of Laredo (the "City") by increasing access to local fresh food for low income citizens and the community at large;
- B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the City to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;
- C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
- D. Cultivate water, soil, and air sustainability opportunities;
- E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
- F. Develop policy and incentives for the local food industry; and
- G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic,



environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

3.02 To accomplish said goals and purpose, the Corporation shall be authorized to:

- A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
- B. Acquire and hold title to and interests in real and personal property;
- C. Accept funds and property appropriated by the Local Governments and by other entities;
- D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
- E. Accept donations of funds, services and things of value;
- F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and
- G. Engage in other lawful activities to accomplish the governmental purpose stated above.

3.03 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the “Act”), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

3.04 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law or their successor.

3.05 *Governmental Entity for Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code.

#### **ARTICLE IV LIMITATION OF METHODS**

The Corporation shall be nonpartisan, non-sectarian, and non-discriminatory regardless of religious, educational, and/or cultural backgrounds, as well as gender and/or sexual orientation.

#### **ARTICLE V BOARD OF DIRECTORS**

5.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of eleven (11) Directors (the “Board”) subject to the oversight of the City of Laredo and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation (“Director” or “Directors”) shall be governed by Article VI of the Certificate of Formation (“Certificate”).

5.02 *Initial Board and Transition.* The initial directors of the corporation (“Director” or “Directors”) shall be those persons named in Article VII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VII of the Certificate shall serve for the term prescribed in the Certificate. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director’s appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

5.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate or the laws of the State of Texas.

5.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

5.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Webb County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the “Open Meetings Act”); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the City of Laredo for the posting of meetings of the Laredo City Council. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the “Public Information Act”).

5.06 *Regular Meetings.* The Board shall have a minimum of eight (8) and a maximum of twelve (12) regular meetings each fiscal year at times at places as shall be designated, from time to time, by the Board.

5.07 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the Secretary of the Board, the Treasurer of the Board, or by any two (2) of the Directors who are serving duly appointed terms of office at the

time the meeting is called. A majority of the Board must be present for any special called or emergency meeting.

5.08 *Attendance.* After three unexcused absences, a Director is subject to removal from the Board of Directors. An absence is excused only if: (a) the absent member informed the Chair of his/her absence in advance, and (b) the Corporation votes to excuse the absence.

5.09 *Quorum.* A majority of the entire Board (six (6) Directors) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. No action of the Board shall be valid or binding unless adopted by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.10 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

5.11 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes. The Corporation will reimburse any Director who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

5.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence.

5.13 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) an employee of a City;
- (c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (d) a committee of the Board of which the Director is not a member.

5.14 *Executive Director.* The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the chief executive officer of the

Corporation and shall have the duties and powers as set forth in Article X of these Bylaws. The Board shall establish the compensation, and may establish duties and responsibilities of the Executive Director in addition to those prescribed by Article X of these Bylaws. The hiring and/or removal of the Executive Director shall be by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.15 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

## **ARTICLE VI OFFICERS**

6.01 *Titles and Term of Office.* The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. Each officer shall be a current Director. One person may hold more than one office, except the Chair shall not hold the office of Secretary. The term of office for each officer shall be one (1) year and shall serve from October 1 through the following September 30, except that such office shall terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal at any time, with or without cause, by affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

A vacancy in any office elected pursuant to this Article VI shall be filled by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

6.02 *Powers and Duties of the Chair.* The Chair shall preside the meetings of the Board and shall perform all duties incumbent upon his office; to authenticate, by his/her signature, when necessary, all the acts, orders, and proceedings of the meetings; to appoint all committees and committee chairs, and select topic and discussion material.

6.03 *Powers and Duties of the Vice Chair.* The Vice-Chair shall perform the duties of the Chair in his/her absence and shall perform such other duties as are levied. He/she shall provide leadership to the Corporation and assistance to all other Directors as needed.

6.04 *Powers and Duties of the Secretary.* The Secretary shall keep the minutes of all meetings of the Board; shall attend to the giving and serving of all notices; shall keep accurate records of Board actions, including sending out meeting announcements, distributing copies of minutes and agendas to each Director, and assuring that corporate records are maintained. The Secretary shall turn over to the successor all official records and documents of the Corporation.

6.05 *Powers and Duties of the Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into possession of the Corporation and shall safely keep

the funds and securities. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation. The Treasurer must maintain a file of supporting documents open for examination by the Directors and present financial reports at meetings and when needed. The Treasurer shall turn over to the successor all the financial records of the Corporation.

6.06 *Compensation.* Officers shall serve without compensation for their duties, but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. The Corporation will reimburse Officers who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. A receipt containing only purchases for the Corporation will be required for reimbursement to take place. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

## **ARTICLE VII**

### **Financial Responsibilities**

7.01 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation. The Corporation shall provide a copy of the completed audit to the City not later than fifteen (15) days after its receipt by the Corporation.

7.02 *Fiscal Year.* The Fiscal year of the Corporation shall begin on October 1 of each year.

7.03 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Corporation has employed an Executive Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. After approval by the Board, the Budget shall be submitted to each City for approval. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30<sup>th</sup>) day after submission of the Budget to the City shall be deemed an approval of the Budget by that City (and a request for additional information or for modification may be provided by an employee of a City).

(b) If the Board fails to approve the Budget, or if the Budget is not approved by the City, then the Budget for the prior fiscal year shall be deemed approved.

7.04 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

## **ARTICLE VIII CONTRACTS, CHECKS, and LOANS**

8.01 *Contracts and Other Writings.* Except as otherwise provided by resolution of the Board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the Treasurer or other persons to whom the Corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

8.02 *Checks, Drafts.* All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Director, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

8.03 *Deposits.* All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depository as the Board may select.

## **ARTICLE IX Indemnification of Directors and Officers**

9.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article IX and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative (hereinafter a “proceeding”), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys’ fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article IX shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is

expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

9.02 *Advance Payment.* The right to indemnification conferred in this Article IX shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article IX or otherwise.

9.03 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Director or officer may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

9.04 *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article IX.

9.05 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article IX shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

9.06 *Savings Clause.* If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **ARTICLE X**

### **Executive Director; Employees**

10.01 *Powers and Duties of the Executive Director*

(a) *Chief Executive.* The Executive Director shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or the City will be executed by the Executive Director within the general guidelines and policies of the Board and the City.

(b) *Responsible for hiring and supervision of Employees.* The Executive Director shall be responsible for hiring and terminating the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority.* The Executive Director is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed \$500 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget.* The Executive Director is responsible for the preparation of the Corporation's annual budget.

(e) *Annual Business Plan.* The Executive Director shall prepare a Corporation business plan (the "Business Plan") on an annual basis for review and approval by the Board. The Business Plan shall include such items and matters required by the Board and, at a minimum, shall include the following: (i) performance measures and benchmarks; and (ii) possible future activities.

10.02 *Corporation Employees.*

(a) The Executive Director shall be a full time employment position of the Corporation, except that the Board may contract with a person or entity as an independent contractor to serve as an Executive Director.

(b) The Corporation may contract with the City for utilization of employees of the City. The Corporation may, without compensation, use the services of employees of a City with the prior written consent of the City Manager. The Board is authorized to employ or contract for project-specific personnel to manage or operate a service provided by the Corporation.

**ARTICLE XI**  
**Compliance**

11.01 It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.



11.02 All directors, officers, and employees shall abide by the local and state civil and criminal laws regarding ethics, conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

## **ARTICLE XII**

### **Miscellaneous**

12.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

12.02 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

12.03 *Books and Records.* The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its Board, a record of all actions taken by the Board, and a record of all actions taken by committees of the Board. In addition, the Corporation shall keep a copy of the corporation's Certificate of Formation and Bylaws as amended to date.

12.04 *City Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the City shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the City shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the City.

12.05 *Amendments.* A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by resolution of the City Council to be effective.

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Yvette Limon, Bridge Director

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**SUBJECT**

**2019-R-65** Authorizing the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP") and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS") and the City of Laredo ("Donor") for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry ("LPOE") located in Laredo, Texas. Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

No previous council action.

**BACKGROUND**

The purpose of the agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor's detailed scope of work, cost estimates and construction schedule for the proposed donation, Donor seeks to design, construct, and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

The agreement outlines the principles, terms and conditions that will govern the donation and defines and establishes the joint project management framework, membership, roles and responsibilities of the GSA, CBP, and City of Laredo project teams for the planning, development, construction, construction management, and donation of the infrastructure improvements and non-personal services at the World Trade Bridge LPOE. Once completed and upon conveyance of the property to

the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty.

The scope of work will consist of the following:

1. Pulverize and/or disk the existing asphalt surface and patches.
2. Regrade and reshape old asphalt and road base with a 2% cross slope crown and ditches to drain.
3. Compact the old asphalt and road base to 98% Standard Proctor Density.
4. Place 2" thickness of hot mix asphalt surface course over the compacted road base.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

Authorize the Co-Interim City Managers to execute the Donation Acceptance Agreement.

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#### **Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Bridge Revenues  
**Account #:** 553-4050-582-3010  
**Change Order: Exceeds 25% Y/N:** No

#### **FINANCIAL IMPACT:**

Funding is available in account 553-4050-582-3010 (materials to repair buildings and other improvements) and 553-4050-583-2010 (maintenance to buildings and other improvements).

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#### **Attachments**

Resolution  
Donation Acceptance Agreement

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RESOLUTION NO. 2019-R-65

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ENTER INTO AND EXECUTE A DONATION ACCEPTANCE AGREEMENT BY AND BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE U.S. DEPARTMENT OF HOMELAND SECURITY, U.S. CUSTOMS AND BORDER PROTECTION (CBP) AND THE U.S. GENERAL SERVICES ADMINISTRATION (GSA), PUBLIC BUILDINGS SERVICE (PBS) AND THE CITY OF LAREDO FOR THE PROPOSED DONATION OF A ROADWAY IN SUPPORT OF AN INCREASE OF TRAFFIC AT WORLD TRADE BRIDGE LAND PORT OF ENTRY (LPOE) LOCATED IN LAREDO, TEXAS. DONOR SEEKS TO DESIGN, CONSTRUCT AND DONATE A ROADWAY IN SUPPORT OF PROCESSING INBOUND EMPTY COMMERCIAL VEHICLES DUE TO AN INCREASE IN TRAFFIC VOLUME AT THE WORLD TRADE BRIDGE LPOE, WHICH IS OWNED BY THE UNITED STATES AND UNDER THE JURISDICTION, CUSTODY AND CONTROL OF GSA.

WHEREAS, the purpose of the agreement is to memorialize the mutual understanding of the parties regarding the proposed donation to the United States and the terms and conditions of that donation; and

WHEREAS, as described in the donor's scope of work, cost estimates and construction schedule for the proposed donation, donor seeks to design, construct, and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA; and

WHEREAS, the agreement outlines the principles terms and conditions that will govern the donation and defines and establishes the joint project management framework, membership roles and responsibilities of the GSA, CBP, and City of Laredo project teams for the planning development, construction, construction management, and donation of the infrastructure improvements and non-personal services at the World Trade Bridge LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty; and

WHEREAS, the scope of work will consist of the following: 1) pulverize and/or disk the existing asphalt surface and patches. 2) Regrade and reshape old asphalt and road base with a 2% cross slope crown and ditches to drain. 3) Compact the old asphalt and road base to 98% Standard Proctor Density. 4) Place 2" thickness of hot mix asphalt surface course over the compacted road base.

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

Section 1. Authorizing the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP") and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS") and the City of Laredo for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas. Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA

Section 2. That this resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

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KRISTINA LAUREL HALE  
CITY ATTORNEY

**DONATION ACCEPTANCE AGREEMENT  
BY AND BETWEEN  
THE UNITED STATES OF AMERICA,  
ACTING BY AND THROUGH  
THE U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. CUSTOMS AND BORDER PROTECTION,  
AND  
THE U.S. GENERAL SERVICES ADMINISTRATION,  
PUBLIC BUILDINGS SERVICE,  
AND  
THE CITY OF LAREDO**

**SECTION I. PARTIES**

The United States of America (“United States”), acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection (“CBP”), and the U.S. General Services Administration (“GSA”), Public Buildings Service (“PBS”), are entering into this Donation Acceptance Agreement (the “Agreement”) with the City of Laredo (“Donor”) to facilitate the proposed donation to the United States of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry (“World Trade Bridge LPOE”) located in Laredo, Texas. GSA, CBP and Donor are collectively referred to herein as the “Parties” and each individually as a “Party.” The terms “contractor” and “subcontractor” of Donor are used in various places in this Agreement and it is intended that those two terms are used interchangeably and have identical meanings and obligations.

**SECTION II. PURPOSE**

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor’s detailed scope of work, cost estimate and construction schedule for the proposed donation, Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume (collectively, the “Project”) at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

Donor has submitted the following documentation to GSA and CBP to facilitate acceptance and approval of the Project:

- Detailed Scope of Work for the Project to be donated to the United States, attached hereto as Exhibit A and incorporated herein by reference, which explains all work to be performed on the federal property during construction and how the work meets the requirements in the GSA and CBP reference documents listed in section V, below;
- Preliminary Project Cost Estimate, attached hereto as Exhibit B and incorporated herein by reference;
- Preliminary Project Construction Schedule, attached hereto as Exhibit C and incorporated herein by reference; and

This Agreement outlines the principles, terms and conditions that will govern this donation and defines and establishes the joint Project management framework, membership, roles and responsibilities of the GSA, CBP and Donor Project teams for the planning, development, construction, construction management, and donation of the infrastructure improvements and non-personal services at the World Trade Bridge LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty of construction as described in greater detail in section XVI, below.

### **SECTION III. AUTHORITY**

Port of entry donation authority, 6 U.S.C. § 301a, and more generally, the Homeland Security Act of 2002, 6 U.S.C. § 112 *et seq.*, as amended.

### **SECTION IV. CONSIDERATION AND MUTUALITY OF OBLIGATIONS**

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA and CBP are relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the World Trade Bridge LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement, and to use the donation in aid of operating the World Trade Bridge LPOE, subject to the terms and conditions of this Agreement, operational need and available appropriated and budgeted funding to operate and maintain the donated property, which budgeting determination is to be made in the sole discretion of CBP or GSA, as applicable, by taking into consideration competing operational priorities.

### **SECTION V. SCOPE OF WORK**

The agreed-upon scope of the Project is described in the attached Exhibit A. Any subsequent modifications to the agreed-upon scope of work and the associated costs must be reviewed and approved by the Parties before taking effect, as described in greater detail in this section and in section XXVII.

The Parties further acknowledge that the Project must comply with all applicable federal and State of Texas laws, regulations, directives, policies, and technical and security standards, and all Project Documents (defined below) required to be prepared by or on behalf of Donor and approved by GSA and CBP under this Agreement.

Donor agrees that the Project will be designed and executed in compliance with the following reference documents and authorities; as such documents and authorities may be revised from time to time by GSA, CBP or other entities within the Federal Government, as applicable:

- *GSA Facilities Standards for the Public Buildings Service, PBS-P100* (current version) ("PBS-P100");

- *CBP LPOE Design Standards* (current version);
- *CBP Security Policy and Procedures Handbook* (current version);
- *GSA Design Excellence Policies and Procedures* (current version) (<http://www.gsa.gov/portal/content/103738>);
- *Homeland Security Presidential Directive 12* (“HSPD-12”);
- *National Historic Preservation Act of 1966, as amended* (“NHPA”); and
- *National Environmental Policy Act of 1969, as amended* (“NEPA”).

Donor acknowledges that the United States may conduct independent NEPA and NHPA analyses of the Project, if required, and Donor will be responsible for providing timely comments and information, including NEPA and NHPA studies and drafts, as necessary and requested by either CBP or GSA, to enable the United States to comply with all applicable environmental and historic preservation laws.

GSA and CBP reserve the right to identify additional references as the Project design progresses, subject, however, to the requirement that once the scope of the Project is finalized and agreed upon by the Parties, any subsequent modification to the Project Documents is subject to the consent of all the Parties.

Donor further agrees to construct the Project in accordance with the following documents (collectively, the “Project Documents”), each of which, when finalized, will, as applicable, replace the preliminary version of the document and be attached to this Agreement and incorporated herein by reference:

- Exhibit A: Project Scope of Work;
- Exhibit B: Detailed Project Cost;
- Exhibit C: Construction Schedule;
- Exhibit E: Construction Documentation Package (including plans, drawings and specifications);
- Exhibit F: Financial Plan and Statement of Financial Capability;
- Exhibit G: Other related construction documents;
- Exhibit H: NEPA analysis, as required;
- Exhibit I: NHPA analysis, as required; and
- Exhibit J: Signed Non-Disclosure Agreement (“NDA”).

Donor agrees not to deviate from the approved Project Documents without the express prior written consent of GSA and CBP. GSA and CBP will only accept the donation once all terms and conditions of this Agreement are satisfied and they have verified that the property and the improvements constructed or installed thereon are in keeping with the GSA and CBP design specifications referenced above.

## **SECTION VI. ROLES AND RESPONSIBILITIES**

GSA, CBP and Donor will each appoint the key members of the Project team within seven calendar days after full execution of this Agreement. Key team members will include the following officials:

- GSA Project Team Manager;
- CBP Project Manager; and



- Donor Project Manager.

The GSA Project Team Manager will be the primary point of contact to facilitate GSA approvals for all Project-related activities. The Project Managers for CBP and Donor will provide subject matter expertise to the GSA Project Team Manager, as needed, monitor the Project, provide approvals, raise issues and concerns to the GSA Project Team Manager, and coordinate activities and progress within their respective organizations.

## **SECTION VII. PROJECT FUNDING**

Donor will be financially responsible for all costs and expenses associated with the planning, design, delivery, installation, construction, and construction management of the Project, including the correction of defective or noncompliant work and the repair or replacement of any federal property damaged during the course of construction, delivery and installation, until completion and acceptance of the final Project by GSA and CBP. The estimated and anticipated costs and expenses of designing and constructing the Project are outlined and itemized in the spreadsheet attached as Exhibit B.

Donor represents that it has the financial capability to perform all of its obligations under this Agreement and to finance the Project and agrees to provide updated information to GSA and CBP, as requested, to demonstrate such financial capability. Throughout the Project and upon the request of GSA or CBP, Donor must provide cost estimates and, upon completion of the Project, a certified cost statement for the Project to GSA and CBP.

## **SECTION VIII. SITE CONDITIONS**

Donor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its costs, including (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The United States is not responsible for any unknown or unforeseen site conditions. Donor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work. Any failure of Donor to take the actions described and acknowledged in this section will not relieve Donor from responsibility for estimating properly the difficulty and cost of successfully performing the work or otherwise relieve Donor of its obligations to perform as set forth in this Agreement.

Should Donor encounter, or GSA or CBP discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown in the Project Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project Documents, Donor must immediately cease construction operations under this Agreement and notify the GSA Project Team Manager and the CBP Project Manager before the site is disturbed further. After such notice, the Parties may jointly agree that Donor may continue work under this Agreement in

areas not affected by the newly discovered site condition. The GSA Project Team Manager and the CBP Project Manager will thereupon promptly investigate the conditions and, if they find that they do so materially differ, if possible and upon agreement of the Parties, this Agreement may be modified to provide for any revised scope of work or extension of time resulting from such conditions. ANY COSTS CAUSED BY SUCH CHANGED CONDITIONS WILL BE THE SOLE RESPONSIBILITY OF DONOR AND IT IS UNDERSTOOD THAT THE UNITED STATES WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SUCH COSTS OR CLAIMS FOR COSTS. IF DONOR ELECTS NOT TO BEAR SUCH INCREASED COSTS, THIS AGREEMENT MAY BE TERMINATED, SUBJECT TO THE TERMINATION AND RESTORATION PROVISIONS SET OUT IN THIS AGREEMENT.

## **SECTION IX. PROJECT EXECUTION**

Donor may proceed with Project execution only after this Agreement has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a Notice to Proceed for the construction activity. The commencement conditions include:

- Design submittal must meet the requirements of the current PBS-P100. The PBS-P100 refers to the GSA CAD Standards ([www.gsa.gov/cad](http://www.gsa.gov/cad)), which must also be followed at each design submittal;
- GSA and CBP approval of Donor's construction contractor. GSA and CBP hereby approve City of Laredo Dept. of Public Works forces as Donor's construction contractor. If Donor elects to change its contractor at any point in the Project, Donor must obtain GSA and CBP's prior approval of the proposed replacement contractor;
- GSA and CBP approval of Donor's Project Documents and work plan;
- Evidence of Donor's compliance with insurance requirements as set forth below;
- A site access, construction license or other similar agreement that is in full force and effect;
- Evidence of Donor's capability to fund or obtain financing for all Project costs and expenses;
- Evidence that the payment and performance obligations relating to the design, construction, delivery, and installation of the infrastructure improvements are assured to GSA and CBP's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the Project is in compliance with all applicable laws, regulations and code requirements, and all proposed contractors and subcontractors have obtained the requisite security clearance.

The decision whether to move forward with Project execution is solely within GSA and CBP's discretion.

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions. Donor agrees to coordinate Project activities with the GSA Project Team Manager and the CBP Project Manager to ensure that operational disruptions, if any, are mitigated and managed appropriately.

All work must be performed in a manner that will safeguard the public and United States personnel and property, and in accordance with all applicable federal, State of Texas and local laws and regulations. Donor must provide the appropriate safety barricades, signs and signal lights at the Project site at all times. Donor must keep the work area free from accumulation of waste materials and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a

daily basis, and, upon completion of the Project, remove any trash, rubbish, tools, equipment, and materials that are not United States property.

All equipment, supplies, material, and articles incorporated into the work should be new and of the most suitable grade for the purpose intended. Donor agrees to perform all work under this Agreement in a skillful and workmanlike manner.

During Project execution, GSA and CBP, as applicable, will monitor and engage in the following reviews and activities:

- Issuance of temporary site access, construction license or other similar agreement to Donor;
- Inspection of installation and construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion (Project is substantially complete when it may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the operation of the property by the United States). Donor's construction contractor must attend the punch list review meeting and provide a written list of all incomplete or deficient installation items, with the understanding that additional items may be added in the process of the walk-thru by all Parties;
- Coordination with Donor to complete all items identified in the punch list within 20 working days;
- Monitor closeout of the Project punch list;
- Staff training for facility operations and items covered by the one-year warranty to be provided by Donor;
- Review and approval of as-built documents, including dimensioned and noted underground utility information; and
- Final inspection and acceptance.

Donor is required to (a) commence work under this Agreement within 30 calendar days after the date Donor receives the Notice to Proceed from GSA, (b) prosecute the work diligently and (c) complete the entire work ready for use within the time set forth in the Project Documents. The time stated for completion includes final cleanup of the premises. Donor must update the Project schedule monthly to reflect its actual progress in completing the work, and submit the updated Project schedule to the GSA Project Team Manager and the CBP Project Manager within five working days of the end of each month or other specified period.

At all times during performance of construction work under this Agreement and until the work is completed and accepted by the United States, Donor must provide full-time on-site professional construction management services for the Project. The identity and scope of work of Donor's construction management representative must be approved by the GSA Project Team Manager and the CBP Project Manager. Donor must provide sufficient construction management resources, including personnel responsible for project management, estimating, coordination, inspection, quality assurance, and PBS-P100-required commissioning, to ensure the proper execution and

timely completion of the Project. From and after the commencement of construction until acceptance of the donation by the United States, Donor's construction manager must provide to the GSA Project Team Manager and the CBP Project Manager information on a regular basis sufficient to apprise GSA and CBP in reasonable detail of the then-current status of the progress of the Project, including all meeting minutes, daily reports with labeled photos, testing results, and other inspection-related correspondence, and other written material generally circulated to Donor's contractors and other members of the Project team relating to the design and construction of the Project, and other materials reasonably requested by the GSA Project Team Manager or the CBP Project Manager. CBP, GSA and Donor will establish recurring meetings to discuss the status of the Project and will identify specific milestones during which the construction manager will coordinate on-site walkthroughs and inspections with the appropriate CBP and GSA subject matter experts.

The Project is complete only when Donor has corrected all punch list items and noted deficiencies, and has complied with all conditions in this Agreement. GSA and CBP's identification of issues on the punch list does not in any way prevent GSA or CBP from raising other issues discovered thereafter or otherwise limit Donor's obligations or waive any of GSA and CBP's rights under this Agreement. Upon completion of the Project, Donor, Donor's construction contractor and the construction manager must each certify that the construction meets all of the requirements of the Project Documents.

Upon final acceptance, in writing, by the United States, Donor agrees to provide GSA and CBP with final as-built drawings in AutoCAD format and plans of the donated site improvements, all warranty documentation, all documents necessary for transfer of ownership (such as a bill of sale, clear title evidence, a deed of transfer, and an American Land Title Association land title survey), the final total and itemized costs for the Project, lien releases, license terminations, and any other reasonable request for documentation related to the Project.

## **SECTION X. AUTHORIZED AREAS**

Donor must confine all operations (including storage of materials) on any federally owned property to areas authorized or approved by the GSA Project Team Manager or the CBP Project Manager. Temporary buildings (e.g., storage sheds, shops and offices) and utilities may be erected or installed by Donor only with the approval of the GSA Project Team Manager or the CBP Project Manager and must be built or installed with labor and materials furnished by Donor without expense to the United States. The temporary buildings and utilities will remain the property of Donor and must be removed by Donor at its sole cost and expense upon completion of the work.

Donor must use only established roadways or use temporary roadways constructed by Donor when and as authorized by the GSA Project Team Manager or the CBP Project Manager. Donor must remove any temporary roadways it constructs and restore the property to its condition at the commencement of construction, including resodding and fill, as necessary, and repair or pay for the repair of any damage that occurs as a result of its activities, including any damage to curbs, sidewalks, roads, or landscaping.

## **SECTION XI. INSPECTION OF CONSTRUCTION**

Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA and CBP upon

request.

GSA and CBP reserve the right, but not the obligation, to review, test or inspect the prosecution of Donor's work to verify compliance with the terms of this Agreement. Donor must allow GSA and CBP, and their agents and representatives, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA and CBP's inspections and tests are for the sole benefit of the United States, do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA or CBP not to conform to contract requirements. Donor must promptly segregate and remove rejected material from the premises. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

## **SECTION XII. SPECIFICATIONS, PLANS AND DRAWINGS FOR CONSTRUCTION**

Donor must keep on the work site a copy of the plans, drawings and specifications and must at all times give GSA and CBP access thereto. Anything mentioned in the specifications and not shown on the plans or drawings, or shown on the plans and drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both.

In case of differences between the plans and drawings and the specifications, the specifications will govern. In case of discrepancies in the figures, plans or drawings, or the specifications, the matter must be promptly submitted to the GSA Project Team Manager and the CBP Project Manager, who will promptly make a determination in writing. Any adjustment by Donor without such a determination will be at its own risk and expense.

If this Project requires shop plans and drawings, such as drawings of the mechanical and electrical work, such plans and drawings must be submitted to the GSA Project Team Manager and the CBP Project Manager for approval prior to commencing the work.

## **SECTION XIII. CONTRACT MANAGEMENT AND PERSONNEL**

Donor must employ, and require its contractors and subcontractors to employ, qualified personnel to perform the work. The United States reserves the right to exclude, or remove from the site, any personnel for reasons of incompetence, carelessness or insubordination, who violate rules and regulations concerning conduct on federal property or whose continued employment on the site is otherwise deemed by the United States to be contrary to the public interest. Repeated failure or excessive delay by Donor to provide qualified personnel will be deemed a default under this Agreement and, in such event, GSA and CBP may, in their sole discretion, terminate Donor's right to proceed and seek any other remedies permitted by this Agreement or by law.

## **SECTION XIV. CONTRACTORS AND SUBCONTRACTORS**

Donor will be responsible for coordinating all activities of contractors, subcontractors and suppliers. This responsibility includes coordination of the following activities: preparation of shop drawings produced by different contractors, subcontractors and suppliers where their work interfaces or may

potentially conflict or interfere and the installation of such work; scheduling of work by contractors, subcontractors and suppliers; and use of the Project site for staging and logistics.

Donor must verify and confirm, in writing, to the GSA Project Team Manager and the CBP Project Manager that the construction contractor and any of its subcontractors are not identified within the active exclusion records maintained by the United States identifying those parties excluded from receiving federal contracts, certain subcontracts and certain types of federal financial and non-financial assistance and benefits (the "Exclusion List"). The most current Exclusion List is contained within the System for Award Management ("SAM"), [www.sam.gov](http://www.sam.gov). No party on the Exclusion List may perform any work related to or in connection with this Agreement and Donor will be in default under this Agreement if any party on the Exclusion List performs such work.

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor or supplier or any of their agents, representatives or employees) and the United States. Donor will be responsible to the United States for acts and omissions of its own employees, contractors, subcontractors, suppliers, and their employees, to the maximum extent permitted by applicable state law and to the extent of available appropriations.

## **SECTION XV. SECURITY CONSIDERATIONS**

Given the security-sensitive nature of land ports of entry, at the discretion of GSA or CBP, each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the Project.

In addition, the dissemination of any Project Documents related to the donation must be tightly controlled in accordance with HSPD-12, as well as subject to an NDA in the form of Exhibit J, which Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must execute.

All Project Documents are deemed to be Sensitive But Unclassified ("SBU") or Controlled Unclassified Information ("CUI"), or both (collectively, "Sensitive Information"), and are subject to the provisions of this section. For any person authorized access to Sensitive Information, Donor must ensure that such person receives training concerning the protection and disclosure of Sensitive Information both during and after performance.

Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security. In addition, Donor must comply with the following additional requirements pertaining to security clearances:

- All personnel performing work under contract on the Project site must obtain an Enter on Duty ("EOD") determination before they will be granted access to the site.
- To obtain an EOD determination, Donor must submit for all such personnel fingerprints on Form SF-87 and a completed Contractor Information Worksheet. Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx>.
- In addition, all such personnel who will be on-site for six months or longer must apply for and receive clearance in accordance with HSPD-12. See 48 C.F.R. § 552.204-9.

All personnel requiring recurring access to federal property, Sensitive Information or Information Technology Resources (defined below) must have a favorably adjudicated background investigation prior to commencing work under this Agreement, unless this requirement is waived by either GSA or CBP. GSA or CBP may require Donor to prohibit certain individuals from working on the contract if GSA or CBP deems their initial or continued employment contrary to the public interest.

In addition, Donor must comply with GSA and CBP personal identity verification procedures that implement HSPD-12, Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication ("FIPS PUB") Number 201.

Donor must account for all forms of federal identification issued to Donor employees and contractors in connection with performance under this Agreement. Donor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise advised by GSA or CBP:

- When no longer needed for Project performance;
- Upon completion of Donor employee's or contractor's employment; or
- Upon acceptance of the donation by the United States or termination of the Agreement.

Donor must insert this provision in all contracts when the contractor or subcontractor is required to have access to a federally controlled facility or information system. It is the responsibility of Donor to return such identification to the issuing agency in accordance with the terms set forth above.

Sensitive Information, as used in this Agreement, means any information that, if lost, misused, disclosed, or, without authorization, is accessed or modified, could adversely affect the national or homeland security interest, the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code, but that has not been specifically authorized under criteria established by an executive order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. In addition to SBU and CUI, this definition also includes the following categories of information:

- Protected Critical Infrastructure Information ("PCII"), as set out in the Critical Infrastructure Information Act of 2002 (title II, subtitle B of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto, 6 C.F.R. part 29, as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the PCII Program Manager or the PCII Program Manager's designee);
- Sensitive Security Information ("SSI"), as defined in 49 C.F.R. part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or the Assistant Secretary's designee);
- Information designated as "For Official Use Only ("FOUO")," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of federal programs or other programs or

operations essential to the national or homeland security interest; and

- Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Information Technology Resources” include computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Donor acknowledges that, as part of its Project planning and execution activities, GSA and CBP will need to provide Donor with Sensitive Information. Donor agrees to treat all such information as confidential to the maximum extent permitted by the Texas Public Information Act (“PIA”), chapter 552 of the Texas Government Code, and will sign an NDA to that effect. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor agrees to comply with all requirements of the PIA, including any required notification of GSA or CBP, or both, pertaining to such request.

During Project execution, Donor may need to consult with other entities that may be involved with the Project. To the extent any of these other entities require access to Sensitive Information, they, too, will be required to execute an NDA.

#### SAFEGUARDING AND DISSEMINATION OF SENSITIVE INFORMATION

This clause applies to all recipients of Sensitive Information, including offerors, bidders, awardees, Donor, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking Sensitive Information:

Donor-generated documents that contain Sensitive Information must be reviewed by GSA and CBP to identify any sensitive content before the original or any copies are disseminated to any other entities. If sensitive content is identified, the GSA Project Team Manager or the CBP Project Manager may direct Donor to imprint or affix sensitive document markings to the original documents and all copies before any dissemination.

Authorized Recipients:

Information designated sensitive must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include federal, state and local government entities, and nongovernmental entities engaged in the conduct of business on behalf of or with GSA and CBP. Nongovernmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid or performing work under this Project. Recipients must have a legitimate business need to know such information. If a contractor or subcontractor is not registered in SAM and has a need to possess Sensitive Information, the contractor or subcontractor must provide Donor its Data Universal Numbering System number or its tax ID number and a copy of its business license. Donor must keep this information related to the contractor or subcontractor for the duration of the contract and subcontract.

Provided they have first executed an NDA, all GSA, CBP and Donor personnel will be provided Sensitive Information when needed for the performance of official federal, state and local government functions, such as for code compliance reviews and for the issuance of building



permits or notices to proceed. Public safety entities, such as fire and utility departments, may require access to Sensitive Information on a need to know basis. This clause must not prevent or encumber the dissemination of Sensitive Information to public safety entities.

#### Dissemination of Sensitive Information:

Electronic transmission of Sensitive Information outside of the GSA or CBP network must use session encryption (or alternatively, file encryption). Encryption must be through an approved National Institute of Standards and Technology ("NIST") algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with FIPS PUB Number 140-2, "Security Requirements for Cryptographic Modules," and GSA policy and procedures (PBS P 3490.2, "Document Security For Sensitive But Unclassified Building Information" (September 2, 2014)). If such encryption is not available to Donor, the Sensitive Information will be transmitted by a method agreeable to all Parties.

Non-electronic forms of transmission (including paper documents, among other formats) or through portable electronic data storage devices (including CDs, DVDs and USB drives) sent by mail must use only methods of shipping that provide services for monitoring receipt, such as track and confirm, proof of delivery, signature confirmation, or return receipt. If transmitted in person, Donor must provide Sensitive Information only to authorized recipients with a need to know such information.

#### Record Keeping:

Donor must maintain a list of all entities to which Sensitive Information is disseminated in accordance with the above paragraphs addressing authorized recipients and dissemination of Sensitive Information. This list must include, at a minimum,: (1) the name of the federal, state or local government entity, utility or firm to which Sensitive Information has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the Sensitive Information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the Sensitive Information provided. Once "as built" drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors, subcontractors or suppliers, and submit them to the GSA Project Team Manager.

#### Destroying Sensitive Information:

When no longer needed, Sensitive Information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, "Media Sanitization Guide," and Appendix A of NIST Special Publication 800-88, "Guidelines for Media Sanitization." Alternatively, Sensitive Information may be returned to the GSA Project Team Manager.

#### Notice of Disposal:

Donor must notify the GSA Project Team Manager that all Sensitive Information has been returned or destroyed by Donor and its contractors, subcontractors or suppliers in accordance with the paragraphs above, with the exception of Donor's record copy. This notice must be submitted to the GSA Project Team Manager at the completion of the Project. Donor may return the sensitive documents to the GSA Project Team Manager rather than destroying them.

#### Incidents:

All improper disclosures of Sensitive Information must be immediately reported to the GSA Project Team Manager, and Donor will provide a corrective action plan explaining how Donor will rectify any noncompliance and comply with the provisions of this Agreement in the future.

#### Contracts and Subcontracts:

Donor and its contractors and subcontractors must insert the substance of this section in all contracts and subcontracts where the contractor or subcontractor may have access to federal facilities, Sensitive Information or Information Technology Resources.

The provisions in this Agreement relating to the NDA and all Sensitive Information, including SBU, CUI or FOUO information, will survive the expiration or earlier termination of this Agreement.

### **SECTION XVI. WARRANTIES**

Donor warrants that work performed under this Agreement will conform to the approved Project Documents and will be free of any defect in equipment, material or design furnished, or workmanship performed, by Donor or any contractor, subcontractor or supplier at any tier. In confirmation thereof, Donor agrees to furnish the United States, acting by and through GSA and CBP, a one-year full warranty for the donated property from the date of final acceptance in the form prescribed in Federal Acquisition Regulation subsection 52.246-21, Warranty of Construction. Donor must remedy, or cause to be remedied, without any cost or expense to the United States, any failure to conform to the approved Project Documents or any defect within a reasonable time, and must remedy, or cause to be remedied, without any cost or expense to the United States, any damage to federally owned or controlled real or personal property, when that damage results from Donor's or Donor's contractor's, subcontractor's or supplier's failure to conform to the approved Project Documents, contract requirements or any defect of equipment, material, workmanship, or design furnished. Donor's warranty with respect to work repaired or replaced will run for one-year from the date of repair or replacement.

If Donor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the United States will have the right to replace, repair or otherwise remedy the failure, defect or damage caused at Donor's expense and to obtain reimbursement from Donor for the costs of such replacement, repair or remedy.

Donor must obtain all warranties from contractors, subcontractors, manufacturers, and suppliers that would be given in normal commercial practice and enforce all warranties for the benefit of the United States if directed by either GSA or CBP.

### **SECTION XVII. ENVIRONMENTAL REPRESENTATIONS**

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief,:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any construction activities thereon and there exists no adverse environmental conditions with respect to the property or any construction activities thereon.

- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.
- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The donated property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

Donor further agrees that it will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are attributable to the actions of Donor or its contractor. In particular, Donor provides assurances that, in accordance with and to the extent required at the location of the property by applicable federal, state and local laws, Donor will timely:

- Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property; and
- To the maximum extent permitted by applicable federal and state law, settle or defend, as applicable, and indemnify against and pay any claim, demand or order made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent, or petroleum or petroleum derivative from or on the property, arising out of or relating to the performance of Donor's or Donor's contractors and subcontractors work under this Agreement.

## **SECTION XVIII. LIABILITY AND INDEMNIFICATION**

Donor must not destroy, displace or damage any United States property, except as expressly permitted by this Agreement or the written consent of the GSA Project Team Manager or the CBP Project Manager. Donor, to the maximum extent permitted by applicable federal and state law, is responsible for all damages to persons or property that occur as a result of its activities or the activities of its employees, agents, representatives, contractors, subcontractors, or suppliers arising

in any way under this Agreement, whether caused by the intentional conduct, recklessness, fault, negligence, or otherwise. Donor is responsible for all materials delivered and work performed until completion and acceptance of the Project.

Donor agrees to require in its contracts for any portion of any work performed under this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against the United States by reason of any acts of any of Donor's contractors or any person or entity claiming by or through Donor's contractors.

## **SECTION XIX. INSURANCE**

The United States acknowledges that Donor, being a municipal body politic and corporate of the State of Texas, is self-insured. Prior to commencing any activities under this Agreement, Donor must deliver to GSA and CBP evidence that Donor's contractors each have at least \$2,000,000, and each of their subcontractors have at least \$1,000,000, comprehensive general public liability and property damage insurance policies to cover claims arising from the contractors' and subcontractors' operations that cause damage to persons or property of third persons or the United States; such insurance must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional insured. Each contractor and subcontractor also must obtain and maintain workers' compensation insurance in the amounts required by applicable laws. If Donor's contractors and subcontractors fail to comply with the terms and conditions of this section, at the option of GSA or CBP, Donor's activities must immediately cease and desist until such time as there is compliance. The insurance carrier must waive all subrogation rights against any of the named insured.

Donor must promptly provide to the GSA Project Team Manager and the CBP Project Manager proof that its contractors and subcontractors have obtained the insurance required by this Agreement in the form of certificates of insurance that show the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the policies with respect to operations performed under this Agreement. Donor must submit to the GSA Project Team Manager and the CBP Project Manager all renewal certificates issued during the life of the Project immediately upon issuance. Donor's contractors and subcontractors must maintain the required insurance at all times during the term of the Agreement. All required policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to GSA and CBP.

## **SECTION XX. BONDING**

Donor must require its contractors to post payment and performance bonds substantially in the form of Standard Form 25 or in such other form as is acceptable to GSA and CBP to secure payment for persons supplying labor or materials and completion of the work to be performed under this Agreement. The bonds must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional named beneficiary. The performance bond or bonds must be in a cumulative amount no less than the estimated value of the donation.

Donor must furnish all executed bonds, including any necessary reinsurance agreements, to GSA and CBP prior to commencement of construction. The bonds must be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties or by other acceptable security, such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with the U.S. Department of the Treasury regulations, certain bonds or notes of the United States. Treasury Department Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782,

or on the Internet at <http://www.fms.treas.gov/c570/>.

Donor must promptly furnish additional security required to protect the United States and persons supplying labor or materials under this Agreement if any surety upon any bond or issuing financial institution for other security furnished under this Agreement becomes unacceptable to the United States.

## **SECTION XXI. DISPUTE RESOLUTION**

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Before invoking the procedures under the Contract Disputes Act, the Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affect the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States and the dispute cannot be resolved informally by the Parties, Donor may file a claim (a "Donor Claim") with GSA or CBP or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim, as applicable. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA and CBP will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time.

## **SECTION XXII. LIMITATIONS**

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of any Party. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this Agreement will continue in full force and effect. This Agreement is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by Donor or any third-party against the United States or any of its employees.

Nothing in this Agreement may be construed or interpreted to obligate any Party to an expenditure

of funds in advance, or in excess, of the availability of appropriations. This Agreement does not result in any funds expenditure on behalf of the United States Government.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

In accepting this donation, Donor acknowledges that CBP and GSA cannot and will not provide any preferential treatment to Donor in the performance of its duties, and that Donor does not expect nor has Donor requested any such preferential treatment in exchange for the donation. Donor does not expect nor has Donor requested any conditions in exchange for the donation other than what is expressly stated herein.

### **SECTION XXIII. NOTICES**

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA to the GSA Project Team Manager, if to CBP to the CBP Project Manager and, if to Donor to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five calendar days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

**GSA:**

U.S. General Services Administration  
Public Buildings Service (7PTA)  
819 Taylor Street  
Room 12A  
Fort Worth, TX 76102  
Attn.: Cecil Scroggins

with a copy to:

U.S. General Services Administration  
Office of Regional Counsel (7L)  
819 Taylor Street  
Room 11A31  
Fort Worth, TX 76102  
Attn.: Regional Counsel

**CBP:**

U.S. Customs and Border Protection  
90 K Street, N.E.  
Suite 900  
Washington, DC 20229  
Attn.: Mikhail Pavlov

**The City of Laredo:**

The City of Laredo  
1110 Houston St.  
Laredo, Texas 78040  
10956-791-7302  
Attn.: Robert A. Eads  
Co-Interim City Manager

The City of Laredo  
1110 Houston St.  
Laredo, Texas 78040  
10956-791-7302  
Attn: Rosario C. Cabello  
Co-Interim City Manager

**SECTION XXIV. EXAMINATION OF RECORDS**

Donor agrees that GSA, CBP or any of their duly authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clauses thereunder. Donor further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that each contractor and subcontractor agrees that GSA, CBP or any of their authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract or compliance with any clauses thereunder.

**SECTION XXV. UNITED STATES RIGHTS TO DATA**

The United States will have unlimited rights in all plans, drawings and specifications, including the right to use same on any other United States design or construction project and to provide to third parties as the United States deems appropriate. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such plans, drawings and specifications on the request of either GSA or CBP.

**SECTION XXVI. MODIFICATION**

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-calendar day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

## **SECTION XXVII. CHANGES**

Once the Project Documents have been approved by all Parties, any modification to the Project scope of work, including changes to the plans, drawings, specifications, design, or method or manner of performance of work and associated costs, must be reviewed and approved by the Parties before taking effect. The United States will not be responsible for any costs or expenses associated with any scope modification initiated by Donor or costs or expenses associated with unknown or unforeseen site conditions encountered on the property.

## **SECTION XXVIII. NONCOMPLIANCE AND DEFAULT**

In the event Donor, after receiving written notice from the GSA Project Team Manager or the CBP Project Manager of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA and CBP will have the right to order Donor to stop any or all work or to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA and CBP will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 calendar days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work, or requiring Donor to restore any altered federal property to its pre-construction condition. In addition, the United States may make a claim under Donor's contractor's payment or performance bonds. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the GSA Project Team Manager or the CBP Project Manager within 10 calendar days from the beginning of any such delay and the cause for the delay.

## **SECTION XXIX. TERMINATION**

Any Party may terminate its participation in this Agreement with 30 calendar days' prior written notice to the other Parties, in which case all work on the Project will cease and none of the Parties will thereafter have any further rights or liabilities under this Agreement other than those that expressly survive the expiration or earlier termination of this Agreement; provided, however, in the event Donor has altered federal property prior to termination of the Agreement, Donor must either restore the property to its prior condition or, if more economically feasible, complete the project, as



determined by the United States in its sole and unfettered discretion. In the event Donor has received any Sensitive Information from CBP or GSA pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return or destroy all such materials as described in greater detail in section XV, above. This provision survives the expiration or earlier termination of the Agreement.

### **SECTION XXX. SIGNATORIES**

The CBP Commissioner and the GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement.

### **SECTION XXXI. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

### **SECTION XXXII. INTEGRATION AND MERGER**

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

### **SECTION XXXIII. VALIDITY OF PARTS**

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

### **SECTION XXXIV. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT**

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of Texas or any municipality thereof, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other publicly held entity, if this Agreement is for the general benefit of such corporation or other entity.

### **SECTION XXXV. EFFECTIVE DATE**

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided above in sections XXVIII (Noncompliance and Default) and XXIX (Termination), or the property is accepted by the United States.

*[Remainder of page intentionally left blank.*

*Signature page to follow.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates noted below.

**FOR THE U.S. GENERAL SERVICES ADMINISTRATION**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Giancarlo Brizzi  
Regional Commissioner  
Public Buildings Service  
U.S. General Services Administration

**FOR THE U.S. CUSTOMS AND BORDER PROTECTION**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Todd C. Owen  
Executive Assistant Commissioner  
Office of Field Operations  
U.S. Customs and Border Protection  
U.S. Department of Homeland Security

**FOR THE CITY OF LAREDO**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Robert A. Eads  
Co-Interim City Manager  
City of Laredo

\_\_\_\_\_  
Date: \_\_\_\_\_  
Rosario C. Cabello  
Co-Interim City Manager  
City of Laredo

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Staff Source:** Victor Linares, Acting Building Development Services Director; Vanessa Guerra, Acting Planning and Zoning Director; Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY19-019 to Able City, Laredo, TX in the amount of \$588,570.00 for the assessment and recommendations related to City of Laredo's adoption of 2015 International Building Codes and Land Development Codes to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire. Upon selection and negotiations, city staff and Able City project team have negotiated fair and reasonable terms and are in agreement of bringing proposed contract for City Council consideration. Funding for this contract is available in General Fund - Professional Services.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

This Request For Qualifications (RFQ) was initiated by Building and Planning department to find consultants for the assessment and recommendations related to City of Laredo's adoption of 2015 International Building Codes and Land Development Codes to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire.

RFQ FY19-019 for the Building and Land Development Codes was posted on Cit-E-Bid on November 20, 2018 and advertised November 23rd and November 30th in the newspaper. A total of one (1) submittal was received from the following firm: Able City from Laredo, TX.

The scope of services include but not limited to the assessment and recommendations related to the City of Laredo's adoption of 2015 codes and integrate 2018 codes for future adoption. Other services include: A) Assess and compare permit fees based on valuation tables, local market costs, as well as similar markets. B) Estimate code adoption to impact on construction and design costs. C) Assess code impact on

Development Department review process regarding resources and permit process time. D) Implementation Report and Recommendations 1) Appropriate changes in fees and pashing related to fee changes 2) Application of software and technology 3) Recommendation for Staff Workshops/Trainings i. Code Changes ii. Existing Building Code iii. Energy code 4) Drafting of applicable ordinances and documents for the adoption of codes E) Consultant must provide workshops, trainings, presentations and meetings to stakeholders (staff, Council, P & Z Commission or TRB) to keep them up-to-date with changes/new codes. The services that a successful Consultant will provide on the Land Development codes are the following: F) Review, Assess & Compare existing Land Development codes with existing ordinance and Comprehensive Plans to be up-to-date to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire. G) Consultant must provide workshop, trainings, presentation and meetings to stakeholders (staff, Council or TRB) to keep them up-to-date with changes/new codes. H) Consultants must provide services of drafting applicable ordinance and/or documents for the adoption of codes

We have included RFQ FY19-019 and Able City submittal for your reference. Upon selection and negotiation, City staff and Able City project teams have negotiated fair and reasonable terms and are in agreement of going back to City Council for approval.

#### **COMMITTEE RECOMMENDATION**

N/A

#### **STAFF RECOMMENDATION**

Staff recommends motion approval.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Contract funding will be available in account 101-9810-593-5526.

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#### **Attachments**

FY19-019 RFQ

Able City Submittal

Able City BAFO

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## **RFQ FY19-019**

### **FY19-019 Building and Land Development Codes.**

Issue Date: 11/20/2018

Questions Deadline: 11/29/2018 05:00 PM (CT)

Response Deadline: 12/13/2018 05:00 PM (CT)

City of Laredo Purchasing

### **Contact Information**

Contact: Gerardo J. Pinzon  
Address: 1120 San Bernardo  
Building  
Laredo, TX 78040  
Phone: (956) 794-1625 x  
Email: [gpinzon@ci.laredo.tx.us](mailto:gpinzon@ci.laredo.tx.us)

## Event Information

Number: RFQ FY19-019  
Title: FY19-019 Building and Land Development Codes.  
Type: Request For Qualifications  
Issue Date: 11/20/2018  
Question Deadline: 11/29/2018 05:00 PM (CT)  
Response Deadline: 12/13/2018 05:00 PM (CT)  
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

## Ship To Information

Contact: Jose A. Valdez, Jr.  
Address: 1110 Houston St  
3rd floor  
City Secretary  
City Hall  
3rd floor  
Laredo, TX 78043  
Phone: (956) 791-7312 x

## Billing Information

Contact: Jorge Jolly  
Address: PO Box 210  
Accounts Payable  
City Hall  
2nd  
Laredo, TX 78042  
Phone: (956) 791-7326 x  
Email: jjolly@ci.laredo.tx.us

## Bid Activities

### Pre-Submittal Meeting

11/29/2018 10:00:00 AM (CT)

Pre-Submittal Meeting will take place on Thursday November 29, 2018 at 10:00a.m. at 1120 San Bernardo, Laredo, TX 78040 at Building/Planning Department. Please ask for Mr. Gerardo J.Pinzon.

## Bid Attachments

### CIQ Form.pdf

Conflict of Interest Questionnaire

[Download](#)

### Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

[Download](#)

### Form 1295- Certificate of Interested Parties.pdf

Form 1295

[Download](#)

## Requested Attachments

### Non-Collusive Affidavit Form

*(Attachment required)*

This form is required as part of your RFQ submittal and must be notarized.

### Certificate of Interested Parties Form 1295

This form must be submitted upon award of bid.

### Conflict of Interest Form

The conflict of interest form must be submitted only if you have to disclose any conflict of interest information.

## 1 Terms and Concitions for Request for Qualifications

GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS 1. GENERAL CONDITIONS Interested firms (Respondents) are required to submit statements upon the following expressed conditions: A. Respondents shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a Respondent to request additional compensation. B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Respondent. C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2. PREPARATION OF SUBMITTALS Submittals shall be prepared in accordance with the following: A. All information required by the RFQ form shall be furnished. The Respondent shall print or type the business name and manually sign the schedule. B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. 3. DESCRIPTION OF SUPPLIES Not applicable for this request. 4. SUBMISSION OF HAND DELIVERED STATEMENTS A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. C. SOQ forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. D. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ. 5. REJECTION OF STATEMENT OF QUALIFICATIONS. The City may reject an SOQ if: A. Respondent misstates or conceals any material fact in the SOQ. B. SOQ does not strictly conform to the law or the requirements of the SOQ. C. Respondent is in arrears on existing contracts or taxes with the City of Laredo. D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices. F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary. 6. WITHDRAWAL OF STAMENT OF QUALIFICATIONS SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council. 7. LATE PROPOSALS OR MODIFICATIONS SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened. 8. CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by an addendum duly issued and advertised by the Purchasing Agent. The following sequence of activities must take palace in filing a protest: To be performed by protesting Respondent: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. 9. RESPONDENT DISCOUNTS Not applicable for this contract. 10. AWARD OF CONTRACT The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications. 11.



**PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us) . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manger at (956) 791-7328.

**12. CODE OF ETHICS ORDINANCE** Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. Ordinance No. 2012-0-126

**13. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**14. NON-COLLUSIVE AFFIDAVIT** The City requires that Respondents submit the attached Non-Collusive Affidavit. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**15. CERTIFICATE OF INTERESTED PARTIES (Form 1295)** The City will require that Respondents submit the attached 1295 form.

**16. DISCRETIONARY CONTRACTS DISCLOSURE** The City will require that Respondents submit a Discretionary Contracts Disclosure form. (See attached form)

**17. TITLE VI ASSURANCE** The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

I Agree to the Terms and Conditions

*(Required: Check if applicable)*

## 2 Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate. (c) 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. (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department. (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets mininum requirements

*(Required: Check if applicable)*

### 3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

*(Required: Check if applicable)*

**4 Contract Requirements**

1.CODE OF ETHICS ORDINANCE 2012-0-126 Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics. 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. 1.3 NON-COLLUSIVE AFFIDAVIT (Attached) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. 1.4 CONTRACT DISCLOSURE FORMS (Attached) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only\*\* 1.5 CONFLICT OF INTEREST FORMS (Attached) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. 1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

*(Required: Check if applicable)*

**5 Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

**6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

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*(Required: Maximum 1000 characters allowed)*

**7 State how long under has the business been in its present business name**

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*(Required: Maximum 1000 characters allowed)*

**8 If applicable, list all other names under which the Business identified above operated in the last five years**

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*(Required: Maximum 4000 characters allowed)*

**9 State if the Company is a certified minority business enterprise**

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

**10 Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

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*(Required: Maximum 4000 characters allowed)*

**11 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

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*(Required: Maximum 4000 characters allowed)*

**1**  
**2** **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)  Small Disadvantaged Business Enterprise (SCBC)

Disadvantaged Business Enterprise (DBE)  Other

This company is not a certified minority business

*(Required: Check only one)*

**1**  
**3** **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**1**  
**4** **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1**  
**5** **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest  I acknowledge possible conflict of interest

*(Required: Check only one)*

**1**  
**6** **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1**  
**7** **This is a**

New Submission  Correction  Update to previous submission

*(Required: Check only one)*

**18** **Question 1. Name of person submitting this disclosure form**  
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

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*(Required: Maximum 1000 characters allowed)*

**19** **Question 2. Contract Information**  
Please include the following: a)Contract or Project Name b)Originating Department

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*(Required: Maximum 4000 characters allowed)*

**20** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

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*(Required: Maximum 4000 characters allowed)*

**21** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable     It applies to my business

*(Required: Check only one)*

**22** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

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*(Optional: Maximum 4000 characters allowed)*

**23** **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable     It applies to my business

*(Required: Check only one)*

2  
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**Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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*(Optional: Maximum 4000 characters allowed)*

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**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable  It applies to my business

*(Required: Check only one)*

2  
6

**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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*(Optional: Maximum 4000 characters allowed)*

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**Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable  It applies to my business

*(Required: Check only one)*

2  
8

**Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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*(Optional: Maximum 4000 characters allowed)*



**29** **Updates on contributions required**  
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**30** **Question 8. Disclosure of Conflict of Interest**  
Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?  
 I am aware of conflict of interest     I am not aware of any conflict of interest  
*(Required: Check only one)*

**31** **8. Disclosure of Conflict of Interest**  
If you selected I am aware of conflict of interest is question 8, please list them in this section.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 4000 characters allowed)*

**32** **Question 9. Updates Required**  
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  
 I have read and understand this section  
*(Required: Check if applicable)*

**33** **Question 10. No Contract with City Officials or Staff during Contract Evaluation**  
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  
 I have read and understand this section  
*(Required: Check if applicable)*

**34** **Question 11. Conflict of Interest Questionnaire (CIQ)**  
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.  
 I have acknowledge that I have been advised  
*(Required: Check if applicable)*

3  
5

**Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Required: Maximum 4000 characters allowed)*

3  
6

**Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

*(Required: Check if applicable)*

**Bid Lines**

1

**SCOPE OF ENGAGEMENT**

The City of Laredo is soliciting statements of qualifications for assessment and recommendations related to City of Laredo’s adoption of 2015 International Building Codes and Land Development Codes to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire.

**SCOPE OF SERVICES**

The services that a successful Consultant will provide on the ICC codes include the assessment and recommendations related to the City of Laredo’s adoption of 2015 codes and integrate 2018 codes for future adoption. Other services include:

- A) Assess and compare permit fees based on valuation tables, local market costs, as well as similar markets.
- B) Estimate code adoption to impact on construction and design costs.
- C) Asses code impact on Development Department review process regarding resources and permit process time.
- D) Implementation Report and Recommendations
  - 1) Appropriate changes in fees and pashing related to fee changes
  - 2) Application of software and technology
  - 3) Recommendation for Staff Workshops/Trainings
    - i. Code Changes
    - ii. Existing Building Code
    - iii. Energy code
  - 4) Drafting of applicable ordinances and documents for the adoption of codes
- E) Consultant must provide workshops, trainings, presentations and meetings to stakeholders (staff, Council, P & Z Commission or TRB) to keep them up-to-date with changes/new codes.

The services that a successful Consultant will provide on the Land Development codes are the following:

- F) Review, Assess & Compare existing Land Development codes with existing ordinance and Comprehensive Plans to be up-to-date to include but not limited to Planning, Building, Utilities, Engineering, Environmental, Traffic & Fire.
- G) Consultant must provide workshop, trainings, presentation and meetings to stakeholders (staff, Council or TRB) to keep them up-to-date with changes/new codes.
- H) Consultants must provide services of drafting applicable ordinance and/or documents for the adoption of

codes.

Any person wishing to obtain additional information about the request for qualifications, please contact Mr. Gerardo J. Pinzon by no later than November 30, 2018:

Gerardo J. Pinzon  
City of Laredo- Building  
1120 San Bernardo  
Laredo, TX 78040  
(956)794-1625  
Email: gpinzon@ci.laredo.tx.us

Or by submitting your questions through Cit-E-Bid.

#### QUALIFICATION REQUIREMENTS:

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms. Responses shall be limited to 20 pages single sided 8 ½" x 11" (exclusive of cover letter, limited to 2 pages, and required forms in this RFQ) using Times New Roman font size of 12.

Qualifications shall be demonstrated in a written format and include the following information tabbed as instructed herein.

##### Tab 1 – Table of Contents

Clearly identify all sections referenced below. Sections shall be separated by tabs for ease of reference.

##### Tab 2 – Letter of Interest

Respondent shall submit a cover letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm contractually. Cover letter introducing the firm's interest in the project, and identifying the firm's ability to provide the services needed.

##### Tab 3- Project Work Plan

Given the project overview, delineate with narrative and graphics a general project approach that would be employed to assist Planning and Building department. Describe a process approach that was used in the (recent)past to successfully complete a similar project. Additionally, describe a proposed project schedule including timeline form major milestones, deliverables and completion. New approaches, points of study for plans or philosophical ideals are welcomed but should be outlined in the RFQ response.

##### Tab 4- List of Clients, Experience and Qualifications

Brief documentation of the firm's prior work relevant to this RFQ, including the name, address and phone number of client references and the primary contact person. Provide list of comparable clients where similar services have been provided with contact information.

##### Tab 5 – List of consultants and or other outside subcontractors, if any

Name any consultants, or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past. Provide all required licenses and certificates.

##### Tab 6- Local partners/local participation firms (Number of local employees)

##### Tab 7- Other

Please use this section as an opportunity to include additional information which may be added that is relevant to the plan elements and discuss the possible benefit to the plan regarding the proposed addition.

#### CONSULTANT SELECTION PROCESS

Selection process will be based on the information presented in response to the Request for Qualifications

(RFQ), and a review of qualification submissions shall be done by an evaluation committee appointed by City Manager. The committee reserves the right to request additional information from consultants submitting SOQs.

The following criteria will be considered in evaluating the RFQ submittals and selecting the consultant:

**Tab 8 - Qualifications/Experience of Key Personnel (40 Points)**

The respondent shall provide a narrative of the firm's qualities, capabilities and previous related experience that demonstrates how the firm will work with the City to fulfill the requirements of the Project and any knowledge of local development land/ICC codes and ordinances. Provide an organizational chart and resumes for all key personnel and their office addresses. Include their past history of successfully implementing, assessing and recommending Land development and ICC codes. Briefly describe the education, experience and relevant abilities of key personnel and proposed subcontractors who will be responsible for project completion and identify his/her role on the team. Include information on recent, current, and projected workloads of each key personnel to demonstrate ability to meet time requirements. Identify percentage of time to be assigned fulltime to this project; length of time with this firm; past projects; project sizes; their involvement in each project; active registrations and certifications held; other experiences relevant to this project.

Excellent: 31-40 points  
Above Average: 21-30 points  
Good: 11-20 points  
Fair: 0-10 points

**Tab 9 – Approach to Project/Understanding (30 Points)**

This should be a narrative description and have any applicable illustrations to show that the proposer understands all elements of the project. Demonstrate understanding of proposed project and the technical approach and methodology to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken within project deadlines, to include startup procedures/ requirements. In addition, describe the work management plan to be utilized by the firm. The description should include a project schedule and availability, where applicable, showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks. Include commitment and accessibility of team members throughout the duration of the contract term; ability to maintain communication on the progress of the various services to be provided and resources to accomplish the various services, where appropriate, firm's ability to involve partners and stakeholders in the process.

Excellent: 23-30 points  
Above Average: 15-22 points  
Good: 7-14 points  
Fair: 0-6 points

**Tab 10– References and Past Work & Performance History of similar projects. (20 Points)**

Major consideration will be given to those firms with previous experience on similar projects. List referrals on similar type of projects, past history of meeting, exceeding, or not meeting the expectations of the client on similar projects; overall performance on similar contracts with other agencies, including quality of work and control of cost as well as the ability of the firm to perform the proposed work within the contractual framework.

Excellent: 16-20 points  
Above Average: 11-15 points  
Good: 5-10 points  
Fair: 0-5 points

**Tab 11- Local Knowledge of Land Development and ICC code and local firm participation (10 points)**

Include experience in knowledge of local land development, ICC codes and ordinances, and list any local firms that will participate in your team.

**WRITTEN RESPONSE FORMAT AND SELECTION CRITERIA**

Response documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude Offerors herein from furnishing additional information as deemed appropriate. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

## SELECTION PROCESS

Based on the information presented in response to the Request for Qualifications (RFQ), a review of qualification submissions shall be done by an evaluation committee. Depending of the number of submittals received, at most three (3) of the highest-ranking preliminarily qualified submitters may be invited to make a presentation before the evaluation committee. From such highest-ranking submitters, the City will select in order of preference. No pricing or rate schedules should be included in the submission. The City may select one or more respondents to prepare a more specific response pertinent to the scope of work defined. At no time shall any member of the City be contacted by a representative of any submitting consultant.

### Presentation/Interview

- Based on the evaluation process, the selection committee shall qualify a maximum of three (3) Respondents to participate in Step II of the solicitation;
- The interviews will be limited to 30 minutes in total.
- Respondents shall prepare a presentation of 20 minutes briefly describing their qualifications, but focused mainly on the proposed project approach. Plus 10-minute Q & A time.
- Following the presentation, the selection committee will lead a question and answer session designed to determine the most qualified respondent.
- The selection committee will rank the presentations to determine the most qualified respondent for the project.
- Scoring for presentation combined with Q & A to be determined by interview committee.

## NON-APPROPRIATION PROVISION

The City may cancel the contract should the present or any future City Council not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the City shall give the successful proposer advance written notice before cancellation of the contract, and the City shall not be obligated to make any payments beyond the end of the fiscal year.

## TERMS OF CONTRACT

The term of this contract shall be for an initial term of one (1) year. If required, this contract shall allow three (3) one year extensions after date of its execution . 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 be bound by the terms of the proposal 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 on a month to month basis until a new contract is executed, not to exceed more than three (3) months.

In the event that the successful bidder has been unable to fulfill the requirements of this proposal, the City of Laredo will not be administered any charges, by the vendor, on any unfulfilled obligations. Pricing must remain the same or price adjustments must be of mutual agreement from both parties.

The City reserves the right to renew or rebid this request for proposal, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Quantity:   1   UOM:  EA 

Item Notes: Tentative Schedule for Selection Process and Award  
RFQ issue date: November 20, 2018  
Pre-Submittal Meeting: November 29, 2018 at 10:00a.m.  
Deadline for Questions Submission: November 30, 2018 at 5:00p.m.  
Phase I-Qualification Response Due: December 13, 2018 at 5:00p.m.  
Phase II-Evaluation of RFQ 's: December 19, 2018  
Phase III- Interview Short-Listed Firms: December 27, 2018  
City Council Motion to Select: January 22, 2019  
City Council Motion to Award Contract: February 4, 2019

Additional notes  
*(Attach separate sheet)*

Supplier Notes: \_\_\_\_\_

**Supplier Information**

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

**Supplier Notes**

By submitting your response, you certify that you are authorized to represent and bind your company.

*Print Name*

*Signature*

# 68 years

## BUILDING COMMUNITIES



**CITY OF LAREDO**  
REQUEST FOR QUALIFICATIONS FY19-019  
BUILDING AND LAND DEVELOPMENT CODE

**able.city**

ARCHITECTURE . URBANISM . CITY MAKING



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## LETTER OF INTEREST

“CITIES HAVE THE CAPABILITY OF PROVIDING SOMETHING FOR EVERYBODY, ONLY BECAUSE, AND ONLY WHEN, THEY ARE CREATED BY EVERYBODY”

-JANE JACOBS



ARCHITECTURE. URBANISM. CITY MAKING.

December 12, 2018

Dear Selection Committee,

We are pleased to submit the qualifications of the Able City team. Our company combines the expertise of Frank Architects (est. 1982) and Hickey Pena Architects (est. 1977). Able City's predecessor firms have over 68 years of combined experience and a staff of over 20 Laredoans specialized in a wide range of disciplines, including a **certified planner**, architects, policy writers, and community organizers.

Additionally, as we have in the past, we have gathered the most capable and knowledgeable team of consultants with whom we have collaborated for many years. Together with city leadership, staff, and citizens, we can create the platform for building quality places that people love through our Building and Land Development Codes.

Along with much of the original Plan Viva Laredo Team and additional nationally recognized experts in the field of creating codes, infrastructure, and environmental design, our team is uniquely poised to implement the work done on Laredo's comprehensive plan. Of note, our lead planners for Plan Viva Laredo, Dover Kohl will help with public engagement and write form-based codes.

White and Smith, our lead code writing firm, is a planning and law group with an innovative, national practice lead by Mark White who has over 28 years of experience as an urban planner and land use attorney. They have completed over 150 code updates, specialized studies, growth management projects and similar projects in over 36 states including **many in Texas**. As an industry leader in planning and codes, Mark White is the co-author of the American Planning Association's model land development code. His leadership and profound understating of how to codify a community vision is an extraordinary asset to our team.

**We are so proud and hopeful for Laredo and its vision.** The potential for advancing well beyond the success of cities we compete with is inspiring for our team as Able City's mission is to advance our quality of life through architecture, urban planning, and civic engagement. To that end, we advocate in the community, and thus are familiar with the values and concerns of Laredoans. Furthermore, we have a good working relationship with and deep and abiding respect for the City of Laredo and many Laredo institutions, and with those that work tirelessly to deliver the highest standards possible in a highly competitive region and world.

Herein we submit our team's project approach, experience, and team qualifications to convey our expertise, our familiarity with the scope, our capabilities, and our sincerest hope to continuing work with the City of Laredo.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Peña", with a long horizontal line extending to the right.

Mario A. Peña, **AICP**, CNU-A, AIA

Mario A. Peña, A.I.A.  
Vice President/Principal  
Able City, LLC  
901 Victoria  
Laredo, TX 78040  
T 956-725-7418  
[mario@able.city](mailto:mario@able.city)

# TAB 3

## PROJECT WORK PLAN

PROJECT APPROACH

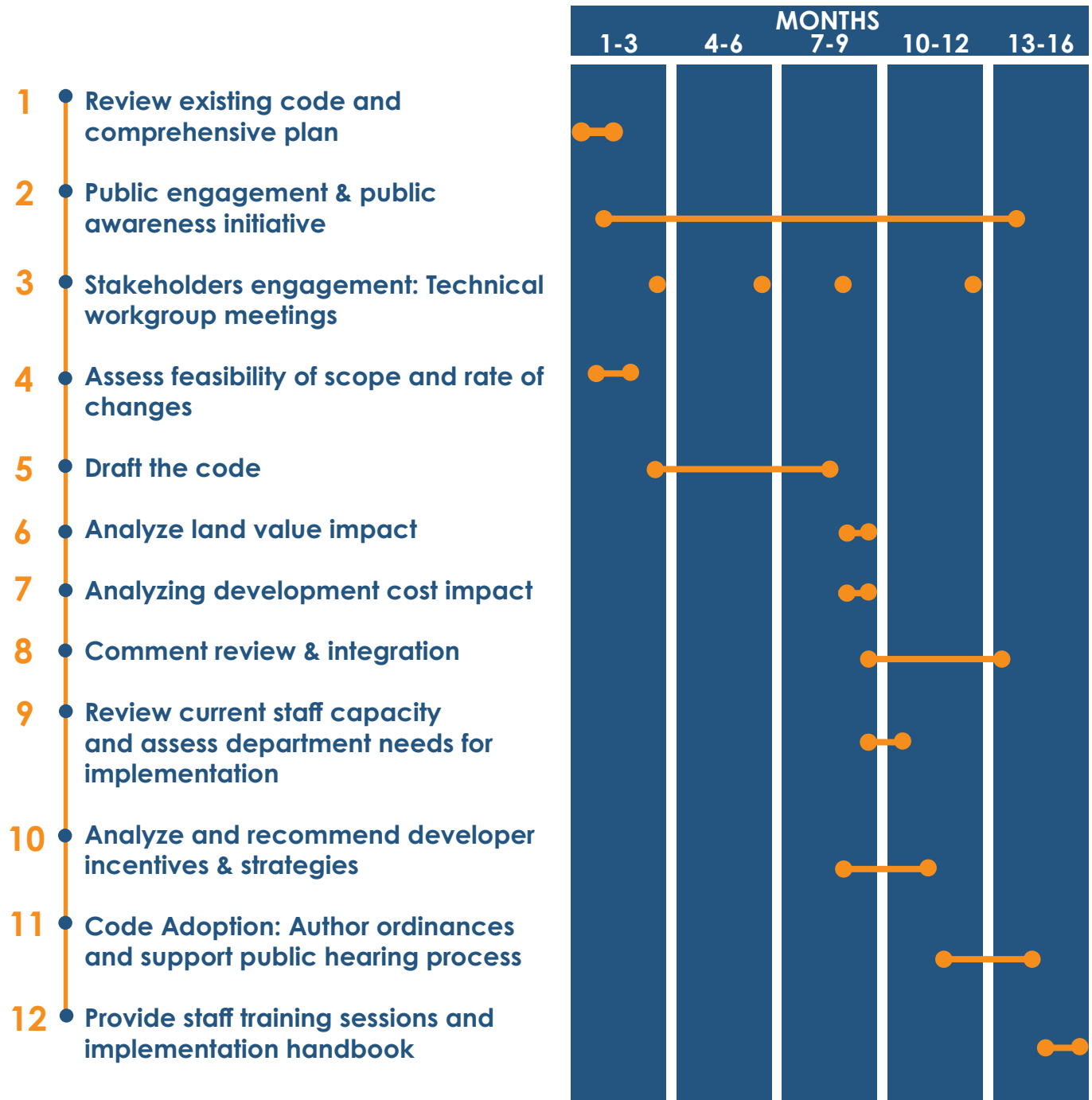
PROJECT SCHEDULE

“ IF THE PURSUIT  
OF HAPPINESS  
IS AN  
INALIENABLE  
RIGHT,  
THEN ACCESS  
TO A HAPPY  
LIFE IS THE  
MAIN PURPOSE  
OF CITIES. ”

-VIVIANA FRANK-FRANCO

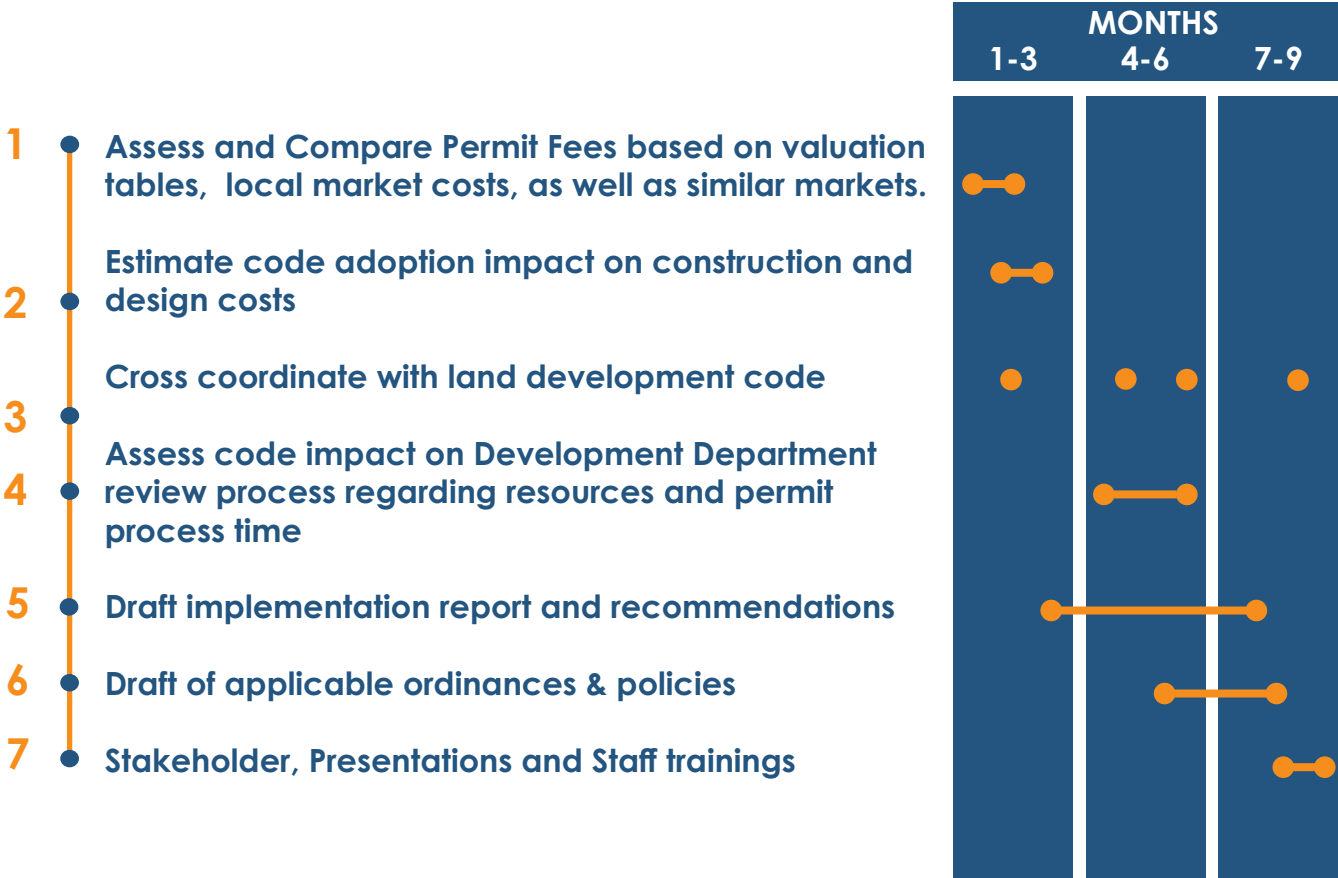
# LAREDO LAND DEVELOPMENT CODE APPROACH & PROJECT SCHEDULE

We have outlined a series of tasks and developed a tentative production schedule to complete the Laredo Land Development Code. Based on the anticipated schedule for project completion, we have identified the following preliminary timetable. Close collaboration with the City of Laredo will ensure that the tasks outlined below are completed within the proposed timeframe. All members of the team are available to participate throughout the duration of the project.



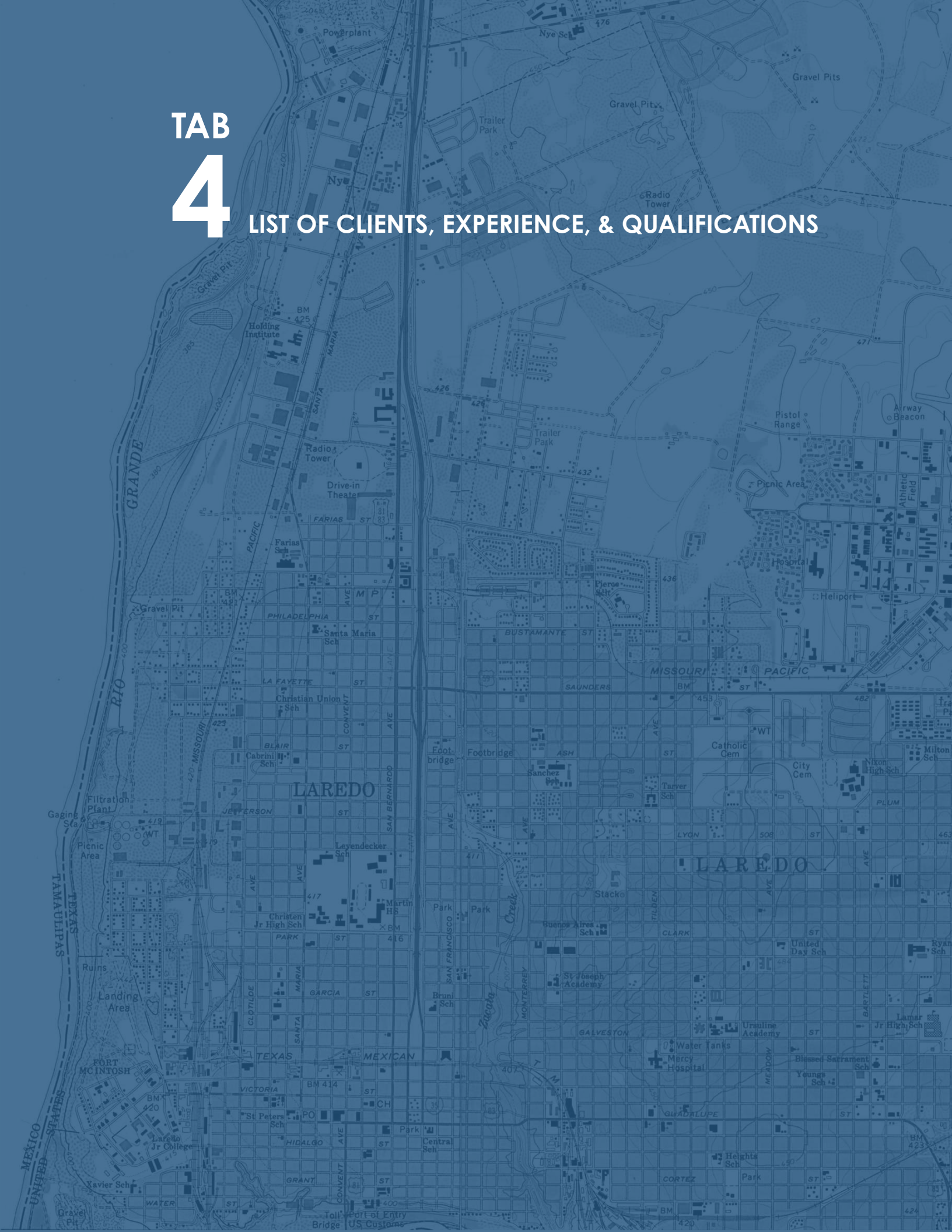
# INTERNATIONAL BUILDING CODE APPROACH & PROJECT SCHEDULE

The Building code approach and tasks will work simultaneously and in cross-coordination with the Laredo Land Development. We have outlined a series of tasks and approaches that our team will ensure that all tasks are completed within the outlined timeframe. All members of the team are available to participate throughout the duration of the project.



# TAB 4

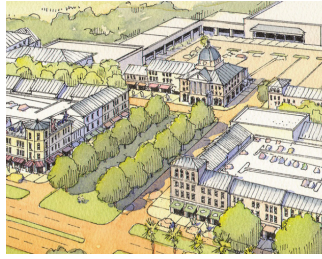
## LIST OF CLIENTS, EXPERIENCE, & QUALIFICATIONS



# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PRIOR WORK & CLIENTS

## VIVA LAREDO COMPREHENSIVE PLAN

Able City  
(Frank Hickey Peña)  
Dover-Kohl  
Gallinar Planning  
Angelou Economics



Viva Laredo is a plan created through an inclusive, participatory public process that presents both grand vision and a practical plan to accomplish those goals.

**City of Laredo**  
Horacio de Leon  
956-791-7302  
hdeleion@ci.laredo.tx.us

## SAN ANTONIO UNIFIED DEVELOPMENT CODE

White & Smith



The Unified Development Code for San Antonio to implement the City’s Master Plan. This Code is the most extensive application of Smart Growth principles by any large jurisdiction in the nation.

**City of San Antonio**  
Bill Telford (former Planning Manager)  
210-207-3471  
bill.telford@sanantonio.gov

## DISTRICT 3 & 4 VIVA LAREDO NEIGHBORHOOD ACTION PLAN

Able City  
Frank Architects  
Hickey Peña Architects



The plan establishes new neighborhood connections around the former hospital site. New pedestrian paths and bike paths connecting to existing schools.

**City of Laredo**  
Cynthia Collazo  
956-791-7302  
ccollazo@ci.laredo.tx.us

## SAN MARCOS CODE SMTX

Dover-Kohl

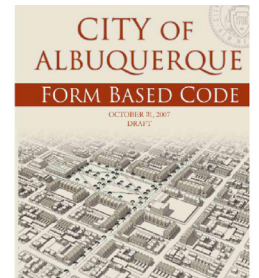


CNU award-winning Code SMTX is the rewrite of the City’s Land Development Code, the code includes updates to all regulations relating to land development

**City of San Marcos**  
Shannon Mattingly  
512-393-8230

## ALBUQUERQUE LAND DEVELOPMENT CODE

White & Smith



The code drafted “mixed use” zones to implement the City’s Planned Growth Strategy (PGS) and a planning study for the Volcano Heights area.

**City of Albuquerque**  
Susan Johnson  
505-768-3189

## ST. PETERSBURG LAND DEVELOPMENT CODE

White & Smith



An in depth analysis of the existing land development policies and regulations to inform its update of the city Land Development Code.

**City of St. Petersburg**  
Bob Jeffrey  
727-551-3254



# TAB 5

## LIST OF CONSULTANTS & SUBCONSULTANTS

DOVER KOHL & PARTNERS

WHITE & SMITH, LLC

GALLINAR PLANNING & DEVELOPMENT

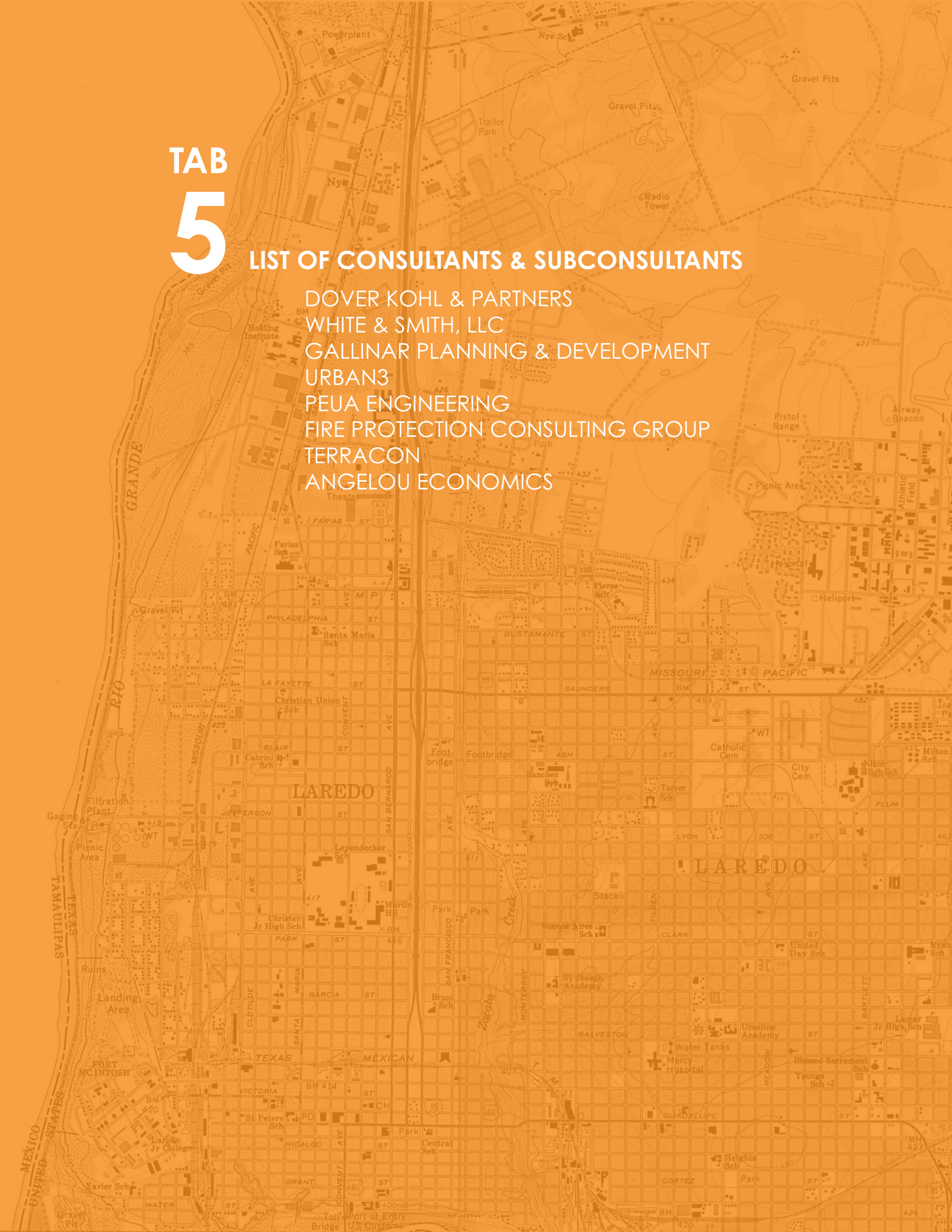
URBAN3

PEUA ENGINEERING

FIRE PROTECTION CONSULTING GROUP

TERRACON

ANGELOU ECONOMICS



# LAREDO LAND DEVELOPMENT CODE & INTERNATIONAL BUILDING CODE CONSULTANTS

Viva Laredo team working under the Able City (Frank Architects and Hickey Peña Architects) include the following stellar team of consultants hand picked from across the country to make Laredo **the most livable city in Texas**

## DOVER KOHL & PARTNERS

**Form-Based Code, assisting with visioning and public engagement.**

Dover, Kohl & Partners (Dover-Kohl) is best known for public design charrettes, detailed master plans, and illustrative codes that emphasize complete neighborhoods as the basis for sound communities.

Dover-Kohl's experience includes a national and international portfolio of work in a variety of settings. The common thread linking all of the firm's projects is the holistic approach to community building, which includes the formation of complete settlements offering a mix of uses and dwelling types, an interconnected network of walkable streets, and building forms and architecture that reinforce the unique character of the place.

We are trained in the principles of traditional town planning, form-based codes, and have perfected techniques for gathering meaningful community input. Dover, Kohl & Partners is best known for public design charrettes and detailed master plans that emphasize complete neighborhoods as the basis for sound communities.

### PROJECT LEAD

**Jason King, AICP, CNU-A**

Principal at Dover Kohl & Partners

### RELEVANT WORK

- Viva Laredo Comprehensive Plan | Laredo, Texas
- El Paso Comprehensive Plan | *El Paso, Texas*
- Code San Marcos Texas | *San Marcos, Texas*
- Boundary Street Master Plan & Code | *Beaufort, South Carolina*

### PROJECTS WORKED TOGETHER

- Viva Laredo Comprehensive Plan

### CONTACT INFORMATION

1571 Sunset Drive  
Coral Gables, FL 33143  
305-666-0446  
jking@doverkohl.com

## WHITE AND SMITH, LLC

**Land use law**

White & Smith, LLC is a planning and law group with an innovative, national practice. The firm was founded in February of 2005 by Mark White and Tyson Smith. Prior to the formation of White & Smith, LLC, the principals worked together for five years at a leading national law and planning firm. White & Smith continues the tradition that was started by their former firm: a national land use law practice focused on municipal representation. Our professional staff includes attorneys with planning (AICP) certifications and a LEED-certified architect with experience in designing residential, commercial and historic buildings.

Our national experience is extensive. We have completed over 150 code updates, specialized studies, growth management projects and similar projects in over 36 states. This includes over 50 code updates in 24 states. Mark White is the co-author of American Planning Association's model land development code (A 21st Century Land Development Code). Our clients range from small, rural communities, to large, urban cities such as San Antonio, Los Angeles and Washington, D.C.

### PROJECT LEAD

**Mark White, AICP, Esq.**

Partner at White and Smith LLC

### RELEVANT WORK

- 21st Century Land Development Codes | *Published by American Planning Association*
- Texas Unified Development Code | *San Antonio, TX*
- Land Development Codes & Zoning Advisory Committee | *Arlington, Texas*

### CONTACT INFORMATION

200 NE Missouri St. Suite 200  
Lee's Summit, Missouri 64086  
816-221-8700  
mwhite@planningandlaw.com

## GALLINAR PLANNING & DEVELOPMENT

Analysis and recommendations for city department organization, and training for implementation.

### PROJECT LEAD

**Carlos Gallinar, AICP, CNU-A**

Principal at Gallinar Planning & Development

### RELEVANT WORK

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- El Paso Comprehensive Plan | *El Paso, Texas*

### PROJECTS WORKED TOGETHER

- Viva Laredo Comprehensive Plan

### CONTACT INFORMATION

1002 Arizona Street, El Paso, TX 79902

(915) 346-6586 cgallinar@gallinar-planning.com

## PEUA CONSULTING

Local Civil Engineer, development cost analysis and comparison.

### PROJECT LEAD

**Oscar Castillo**

Principal at Peua Consulting

### RELEVANT WORK

- San Isidro Northeast Crepusculo ROW Dedication
- Webb County Fire Station Plat | Laredo, Texas

### PROJECTS WORKED TOGETHER

- Many local projects over 10 years in Laredo, TX

### CONTACT INFORMATION

600 San Bernardo Ave. Ste 902, Laredo, TX 78040

(956) 433-2205 o.castillo@peuaconsulting.com

## ANGELOU ECONOMICS

Economic development analysis.

### PROJECT LEAD

**Angelos Angelou**

Principal and Founder at Angelou Economics

### RELEVANT WORK

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- CPRIT- Governor's appointee to CPRIT oversight

### PROJECTS WORKED TOGETHER

- Viva Laredo Comprehensive plan

### CONTACT INFORMATION

8121 Bee Cave Rd. Ste 200, Austin, TX 78746

(512) 225-9320 angelos@angeloueconomis.com

## URBAN3, LLC

Land value analysis, and data visualization.

### PROJECT LEAD

**Joe Minicozzi, AICP**

Principal at URBAN3

### RELEVANT WORK

- TOD Analysis, Retail Tax Mapping, Regional Analysis | *Austin, TX*
- Value Per Acre Analysis and TOD Projections | *Leander, TX*

### PROJECTS WORKED TOGETHER

- AIA Laredo Lecture Series

### CONTACT INFORMATION

2 Vanderbilt Place, Asheville, NC 28801

(828) 255-7951 joe@urban-three.com

## FIRE PROTECTION CONSULTING GROUP

Building Code Analysis

### PROJECT LEAD

**Temple Kennedy**

Partner & Principal Consultant

### RELEVANT WORK

- South Campus Student Center | *Laredo, TX*
- Health Science Center | *Laredo, TX*
- Billy Hall Center | *Laredo, TX*
- Public Safety Headquarters | *San Antonio, TX*

### CONTACT INFORMATION

339 Sandalwood Lane, San Antonio, TX 78216

(210) 858-2389 temple@firepcg.com

## TERRACON

Enviromental engineering and assessment.

### PROJECT LEAD

**Jeremy Hanzlik**

Natural/ Cultural Resource Manager at Terracon

### RELEVANT WORK

- Webb County Drainage District Assessment – *Laredo, Texas*
- Millennium Park FedEx Site – *Laredo, Texas*

### CONTACT INFORMATION

615 Gale St, Laredo, TX 78041

(956) 729-1100 jeremy.hanzlik@terracon.com

TAB

6

LOCAL PARTNERS

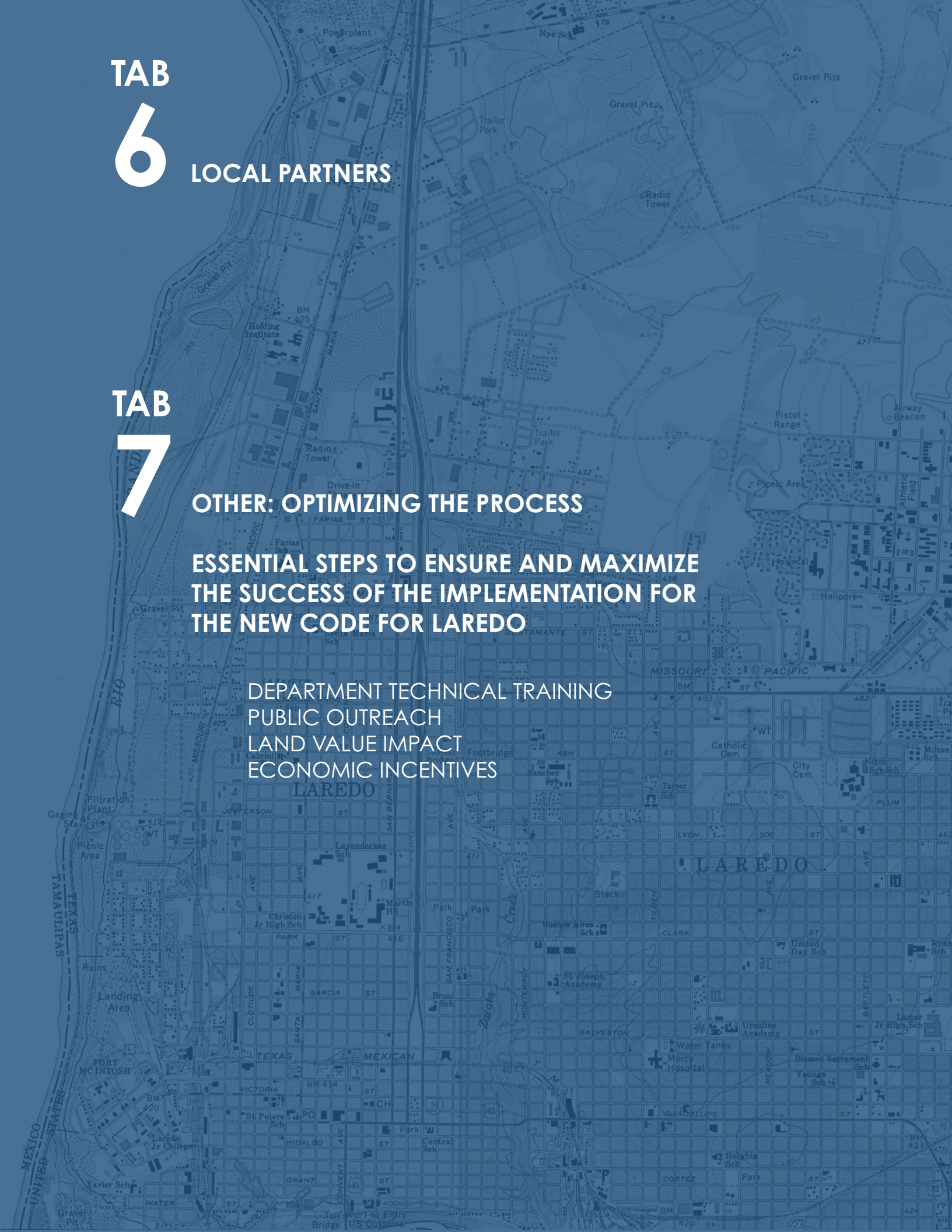
TAB

7

OTHER: OPTIMIZING THE PROCESS

ESSENTIAL STEPS TO ENSURE AND MAXIMIZE  
THE SUCCESS OF THE IMPLEMENTATION FOR  
THE NEW CODE FOR LAREDO

DEPARTMENT TECHNICAL TRAINING  
PUBLIC OUTREACH  
LAND VALUE IMPACT  
ECONOMIC INCENTIVES



## LAREDO LAND DEVELOPMENT CODE & INTERNATIONAL BUILDING CODE **ADDITIONAL INFORMATION**

### LOCAL PARTNERS

#### ABLE CITY

901 Victoria Street Ste. A  
Laredo, Texas 78040

#### PEUA CONSULTING

600 San Bernardo Avenue Ste 902  
Laredo, Texas 78040

#### TERRACON

615 Gale St.  
Laredo, Texas 78041

### LOCAL EMPLOYEES

20

6

1

27

### TOTAL NUMBER OF LOCAL EMPLOYEES

## LAREDO LAND DEVELOPMENT CODE & INTERNATIONAL BUILDING CODE **ADDITIONAL INFORMATION**

### DEPARTMENT TECHNICAL TRAINING **GALLINAR PLANNING & DEVELOPMENT**

A key component, during and after the land development code rewrite, is to ensure that the staff responsible for implementing and interpreting the code. New codes and regulations are only as effective as the staff tasked with applying the new ordinances. Technical training and assistance will be provided to all city departments and key staff to ensure proper understanding of the new codes and most importantly, proper implementation. Task during this portion will include; review current capacity, land development codes review, training sessions on Form Based Code, Smart Growth and new regulations for Laredo

### **PUBLIC OUTREACH | DOVER-KOHL**

Dover-Kohl uses a public charrette process, which includes a series of interactive community workshops, focused over a short period of time, to create complete community and area plans. Dover-Kohl has used this well-tested approach for more than 25 years and has found that “designing in public” creates real results. Dover-Kohl and Able City have collaborated with this approach previously, on the Viva Laredo Comprehensive Plan. The Comprehensive Plan process was interactive, bilingual and included a 10-day charrette and other workshops in multiple areas throughout the city.

### **LAND VALUE IMPACT | URBAN3**

Urban3’s approach will utilize data analytics and graphic visualization techniques to illustrate the economic impact of downtown Laredo and the City of Laredo within Webb County. Our value per acre analysis is an invaluable metric in demonstrating the potency of varying land uses within the context of cities and counties. As a part of the community workshops during the project, Joe Minicozzi will present both the current and potential economic future of Laredo, based on the project team’s code update recommendations. Our goal is to ensure that anyone attending a community-wide workshop will leave with a fundamental understanding of the cash flow of Laredo.

### **INCENTIVE STRATEGIES ANGELOU ECONOMICS**

Angelou Economics will prepare incentive package recommendations that appropriately incentivize the private sector adoption of the codes and balance with the city’s expected long term service and maintenance costs. AE will leverage their extensive expertise in economic development, their familiarity with Plan Viva Laredo as one of it’s authors, the data generated by this team regarding expected changes in anticipated land value, land development costs, tax revenues, and estimated economic impact.



**TAB**  
**8**

**QUALIFICATIONS/ EXPERIENCE OF KEY PERSONNEL**

ABLE CITY QUALIFICATIONS & EXPERIENCE

ORGANIZATION CHART

RESUMES OF KEY PERSONNEL

MARIO PENA

VIVIAN FRANK-FRANCO

FRANK ROTNOSKY

RICARDO SOLIS

MARK WHITE

JASON KING

CARLOS GALLINAR

JOE MINICOZZI

OSCAR CASTILLO

ANGELOS ANGELOU


JEREMY HANZLIK



Able City is an architecture and urban design firm with 68 years of combined experience. The firm, whose focus is making spaces for people, is experienced in a range of project types that serve as the basis for a well-rounded and comprehensive perspective when developing solutions for our clients.

Our mission is to lead in the creation of places that enable and inspire people to reach the full realization of their cities. We do this by being excellent listeners, catalyzing productive feedback loops. We implement project processes, and management and illustration techniques that ensure the clear communication of ideas.

### CAPABILITIES

 ARCHITECTURE	 MOBILITY/ CONNECTIVITY	 HISTORIC PRESERVATION
 URBAN MASTER PLANNING	 FEASIBILITY STUDIES	 COMMUNITY CHARRETTES
 DRONE FOOTAGE/ BUILDING SCANS	 ADAPTIVE REUSE/RETROFIT	 LOCAL POLICY WRITING

### EXPERIENCE

#### URBAN PLANNING

Urban planning is essential for large scale projects as they directly impact the neighborhood’s livelihood and character, and ultimately the user and the residents of the District. A project of this magnitude situated in the heart of a residential neighborhood has the potential to enhance a community.

#### City of Laredo

- Plan Viva Laredo Comprehensive Plan
- “Historic Urban Design Assessment Report”
- “Urban Design Standards” for downtown
- Rio Grande River Vega Master Plan
- District III and IV Neighborhood Action Plan
- District VII Priority Funds Charrette
- “El Portal” Riverfront Master Plan

#### City of Cotulla

- City of Cotulla Master Plan
- City of Cotulla New City Hall Feasibility Study
- Garros Subdivision Master Plan Development

#### City of Zapata

- City of Zapata Master Plan

### CITY MAKING

Able City is committed to the empowerment of citizens to make our communities better, one city making project at a time.

- Plan Viva Laredo Comprehensive Plan
- Historic Urban Design Assessment Report
- “Urban Design Standards” for Downtown
- Rio Grande River Vega Master Plan
- District III and IV Neighborhood Plan
- Boulevard of the Americas
- Bike Laredo



### COMPANY INFORMATION

Contact: Mario Peña, AICP, CNU-A, AIA  
 Email: mario@able.city  
 Phone: 956-725-7418  
 Address: 901 Victoria St. Suite A  
 Laredo, Texas 78040

# TEAM ORGANIZATION CHART

able.city

## PROJECT MANAGERS AND PUBLIC ENGAGEMENT LEADER

As the project leads, co-authors of Plan Viva Laredo, and advocates for its implementation, the partners of Able City (Frank Hickey Pena) are intimately familiar with Laredo's forward looking goals and policies that will be the guiding principles for the Laredo's new code.

WHITE  
&  
SMITH LLC

## LAND USE LAW CONSULTANT

White & Smith's national experience is extensive, with over 150 code updates, specialized studies, growth management projects and similar projects in over 36 states. White & Smith is a national land use law practice focused on municipal representation.

DOVER  
KOHL  
&  
PARTNERS

## FORM-BASED CODE CONSULTANT

Dover-Kohl team has numerous techniques for building consensus and helping communities establish implementable plans that guide future growth and decision making.

GALLINAR  
PLANNING &  
DEVELOPMENT

## DEPARTMENT ASSESSMENT AND TRAINING CONSULTANT

Gallinar Planning & Development will ensure that the staff responsible for implementing and interpreting the code, are fully educated and versed in the new regulations. Training and assistance will be provided to all city departments and key staff to ensure proper understanding of the new codes implementation.

URBAN3

## LAND VALUE ANALYSIS, AND DATA VISUALIZATION

Urban3 is a private consulting firm specializing in land value economics, property tax analysis and community design. Urban3's analytical tools provide an in-depth understanding of the built environment by measuring data and visualizing these results.

PEUA  
CONSULTING

## LOCAL CIVIL ENGINEER CONSULTANT

Development cost analysis and comparison, and development infrastructure. Peua provides a wide variety of civil engineering and consulting services; land development, site plan development, zoning, master planning and water resource.

FIRE  
PROTECTION  
CONSULTING  
GROUP

## BUILDING CODE ANALYSIS CONSULTANT

FPCG is an innovative fire protection engineering and code consulting firm with experience in design and consulting, FPCG will bring their expertise to provide building code inspection services.

ANGELOU  
ECONOMICS

## ECONOMICS CONSULTANT

Angelou Economics completes the team with a data driven approach and their understanding that quality of place is a vitally important economic development asset. Angelou Economics has worked seamlessly with Dover Kohl & Partners and Able City Principals on prior comprehensive planning work.

TERRACON

## ENVIRONMENTAL ENGINEERING CONSULTANT

Terracon will provide natural and cultural services, NEPA studies and checklist, Environmental Impact Assessments, and evaluate what regulations are likely to apply to the land development code.



# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES



**MARIO PEÑA, AICP, CNU-A, AIA**

**ABLE CITY | PARTNER/PRINCIPAL**

**OFFICE LOCATION:** Laredo, TX

**TIME TOWARDS PROJECT:** 20%

Mario A. Peña is a certified planner AICP and licensed architect with over 17 years of experience, 10 of which have been as principal of a design firm. Mario has focused on creating and leading teams of professionals with a passion for design, sensibility for creative problem solving, and unwavering customer service. He has continued to enhance his professional skills broadening his expertise in the areas of urban planning and development.

Mario has successfully led design teams on urban planning, municipal buildings, higher education facilities, and aviation facilities. His ultimate goal is to find solutions that exceed the expectations of our clients while ensuring a positive impact on users and the project's surroundings.

## SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- St Augustine Cathedral Master Plan | *Laredo, Texas*
- Encinal Master Plan | *Laredo, Texas*
- Boulevard of The Americas Phase I Master Plan | *Laredo, Texas*
- The Architectural Guidelines & Master Planning for North Central Park | *Laredo, Texas*



**VIVIANA FRANK-FRANCO, FAIA, LEED AP, CNU-A, NCARB**

**ABLE CITY | PARTNER/PRINCIPAL**

**OFFICE LOCATION:** Laredo, TX

**TIME TOWARDS PROJECT:** 10%

Viviana Frank is a registered Architect in the state of Texas and New York with over 20 years of experience. She is Congress of New Urbanism accredited and a LEED Professional. Her work has been published and exhibited nationally and internationally in the fields of architecture, interiors/space planning, rural and urban design. Her commitment to the firm and its clients is evident through her accessibility, strong leadership, and detail-oriented vision which has resulted in long-standing and favorable relationships with clients. She has a drive for the evolution of cities and the engagement of its citizens. Viviana Frank has guided the firm through notable projects in the public and private sector, practicing a philosophy that connects people to the places they're in.

## SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- Oak Street District Master Plan | *Laredo, Texas*
- Hayes Wellness Center and Grounds Master Plan | *Laredo, Texas*
- Rio Grande River Vegan Master Plan | *Laredo, Texas*
- TAMU Athletic Field Master Plan | *Laredo, Texas*

## EDUCATION

**University of Colorado at Boulder**  
Bachelor of Environmental Design in Architecture

**Harvard University**  
Early College Credits

**Instituto Tecnológico de Estudios Superiores, Mty MX**  
Architecture Study Abroad

## LICENSES & CERTIFICATIONS

**AICP American Institute of Certified Planners**

**The Congress of New Urbanism**  
CNU: Accredited Member

**Registered Architect with the State of Texas**  
License No. 20580

**Registered Architect with the State of Florida**  
License No. AR98707

## EDUCATION

**Columbia University**  
Masters of Science Architecture and Building Design

**Pratt Institute**  
Bachelor of Architecture

**University of Colorado**  
*Siena, Italy*

**University of Texas at Austin**

## LICENSES & CERTIFICATIONS

**Registered Architect with the State of Texas**  
License No. 18185

**Registered Architect with the State of New York**  
License No. 28985

**The Congress of New Urbanism**  
CNU: Accredited Member

# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES



## FRANK ROTNOFSKY, AIA, NCARB

**ABLE CITY | PARTNER/PRINCIPAL**

**OFFICE LOCATION:** Laredo, TX

**TIME TOWARDS PROJECT:** 10%

Frank Rotnofsky is a registered Architect in Texas and New York with over 20 years of experience in urban design, master planning, feasibility studies, historical preservation, institutional and commercial design. Prior to Able City, Frank worked with Gaetano Pesce, Artist, Architect in Venice, Italy, as well as various architectural firms in New York City. In 1996, together with Viviana Frank, he co-founded Frank Architects, Inc. in Laredo, TX. His commitment and perspective in transportation connectivity and mobility issues makes him a key team member in Able City as he explores efficient, environmentally-conscious, and unconventional ways to connect people to places.

### SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- Oak Street District Master Plan | *Laredo, Texas*
- Hayes Wellness Center and Grounds Master Plan | *Laredo, Texas*
- Rio Grande River Vegan Master Plan | *Laredo, Texas*

### EDUCATION

**Columbia University**  
*Graduate School of Architecture, Planning and Preservation*

### Pratt Institute

*Bachelor of Architecture*

### LICENSES & CERTIFICATIONS

**Registered Architect with the State of Texas**  
*License No. 15540*

**Registered Architect with the State of New York**  
*License No. 25332-1*

**Certified, NCARB, National Council of Architecture Registration Board**



## RICARDO SOLIS, AIA, LEED AP

**ABLE CITY | PRINCIPAL**

**OFFICE LOCATION:** Laredo, TX

**TIME TOWARDS PROJECT:** 15%

Mr. Solis is a registered Architect with over 19 years of experience in the areas of building technology, architectural design, code compliance, and sustainability. As our Production Lead, he has established a high level of quality for the documentation of our commercial facilities, public/private buildings, apartment complexes, and residential homes.

Services performed throughout a 19 year career have included engagement for the performance of complete architectural services including custom design, on-going inspection of the progress of work and certification to the owner of the satisfactory completion of phases of the work. He has extensive knowledge of and experience in application of ADA requirements, building codes and code compliance issues across a multitude of project types. Mr. Solis is also a registered LEED Accredited Professional and Certified Plans Examiner.

### SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- Boulevard of The Americas Phase I Master Plan | *Laredo, Texas*

### EDUCATION

**University of Texas at Austin**  
*Bachelor in Architecture*

### LICENSES & CERTIFICATIONS

**Registered Architect with the State of Texas**  
*License No. 15540*

**Registered Architect with the State of New York**  
*License No. 25332-1*

**Leadership in Energy and Environmental Design- Accredited Professional**

## LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES

### MARK WHITE, AICP, ESQ.

**WHITE & SMITH, LLC** | PARTNER

**OFFICE LOCATION:** Kansas City, KS

**TIME TOWARDS PROJECT:** 30%

Mark White is a planner and attorney recognized as an expert in zoning and subdivision law, form-based zoning and New Urbanism, land use and taking litigation, housing, development of comprehensive growth management plans, and implementation systems. He has over 22 years of experience representing clients at every level from city, state and local governments, as well as major private developers, many of whom are involved in environmental permitting proceedings and taking litigation.

#### SELECTED PROJECTS

- Co-authored *21st Century Land Development Code*
- Co-authored *A Legal Guide to Urban and Sustainable Development*
- Texas Unified Development Code | *San Antonio, Texas*
- Land Development Codes & Zoning Advisory Committee | *Arlington, Texas*

#### EDUCATION

**Bethany College**  
*Bachelor of Art in History*

**University of North Carolina  
Chapel Hill**  
*Juris Doctor/ Masters of Regional  
Planning*

#### LICENSES & CERTIFICATIONS

**American Institute of Certified  
Planners**

### JASON KING, AICP, CNU-A

**DOVER KOHL & PARTNERS** | PRINCIPAL

**OFFICE LOCATION:** Coral Gables, FL

**TIME TOWARDS PROJECT:** 10%

Jason King serves as Principal and Senior Project Director at Dover, Kohl & Partners. He has directed multidisciplinary teams around the country and world and has served as the project director and prime author on over 200 plans for cities, towns, neighborhoods, and corridors. From the first plan he co-wrote for the Tarautao Islands of Thailand, to the multiple plans he authored in Coastal Louisiana, and finally, to Seven50 the Plan for Southeast Florida that he directed and continues to advise on, Jason's work has increasingly focused on social, economic, and climate change resilience. Jason's work is featured in numerous planning texts such as *Sustainable Urbanism* (2008) and *Form-Based Codes* (2008) and he has been interviewed by the *New York Times* and *National Public Radio*.

#### SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- El Paso Comprehensive Plan | *El Paso, Texas*
- Plan Nobe Miami | *Miami Beach, Florida*
- Seven50, The Prosperity Plan for Southeast Florida

#### EDUCATION

**University of Rhode Island**  
*Bachelors of Art in English*

*Masters of Community Planning*

#### LICENSES & CERTIFICATIONS

**American Institute of Certified  
Planners**

**The Congress of New Urbanism  
CNU: Accredited Member**

# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES

## CARLOS GALLINAR, AICP, CNU-A

### GALLINAR PLANNING & DEVELOPMENT | FOUNDER

**OFFICE LOCATION:** El Paso, TX  
**TIME TOWARDS PROJECT:** 15%

Carlos Gallinar has nearly twenty years of experience in the areas of community development, urban planning and design, project and program management, and real estate development. This diverse practice spans the public, private, and nonprofit sectors and includes projects throughout the United State. His goal is to make regions and neighborhoods more resilient and prosperous through the cre-ation of healthier and economically diverse communities.

### SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- Connecting El Paso/ ASARCO Land Planning
- Northwest Masterplan- El Paso Public Service Board

### EDUCATION

University of Texas at El Paso  
*Bachelors of Arts*

Rutgers University  
*Masters of City and Regional Planning*

### LICENSES & CERTIFICATIONS

American Institute of Certified Planners

The Congress of New Urbanism  
CNU: Accredited Member

## JOE MINICOZZI, AICP

### URBAN 3 | PARTNER

**OFFICE LOCATION:** Asheville, NC  
**TIME TOWARDS PROJECT:** 10%

Joseph Minicozzi is a city planner and urban designer who is passionate about working with cities and towns of all sizes to help them reach their full potential economically by cultivating their unique sense of place. He founded Urban3 in 2012 to help communities improve their financial position through urban design.

### SELECTED PROJECTS

- TOD Analysis, Retail Tax Mapping, Regional Analysis | *Austin, TX*
- Value Per Acre Analysis and TOD Projections | *Leander, TX*
- Albuquerque Tod Analysis, Revenue Forecasting | *Albuquerque, NM*
- Co-authored *A Legal Guide to Urban and Sustainable Development*

### EDUCATION

Harvard University  
*Master of Architecture and Urban Design*

University of Miami  
*Bachelor of Architecture*

### LICENSES & CERTIFICATIONS

American Institute of Certified Planners

# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES

## OSCAR CASTILLO, PE

**PEUA CONSULTING LLC** | PRESIDENT

**OFFICE LOCATION:** Laredo, TX

**TIME TOWARDS PROJECT:** 15%

Oscar Castillo is civil engineer and founder of Peua Consulting, founded in 2013 in Laredo, Texas. Oscar has experience in land development, site plan development, platting and replatting services, zoning and re-zoning services, master planning and water resources.

### SELECTED PROJECTS

- San Isidro Northeast Crepusculo ROW Dedication | *Laredo, Texas*
- Escondido Townhomes Subdivision | *Laredo, Texas*
- Webb County Fire Station Plat | *Laredo, Texas*
- Khaledi Garden Homes Subdivision | *Laredo, Texas*

## TEMPLE R. KENNEDY, CBCO, CFCO

**FIRE PROTECTION CONSULTING GROUP** | CO-FOUNDER & PRINCIPAL

**OFFICE LOCATION:** San Antonio, TX

**TIME TOWARDS PROJECT:** 10%

Temple Kennedy brings fourteen years' experience and invaluable perspective to each project. He has worked as a general contractor which provided the first-hand knowledge of the construction process, facilitating his review and application of life safety standards. Additionally, Mr. Kennedy developed an in-depth understanding of the role and process of an authority having jurisdiction while working for the City of San Antonio Development Services Department. As a consultant in private practice, Mr. Kennedy has drawn on his experiences in construction and as an authority having jurisdiction, to strike a balance between the functional, the aesthetic and the code required, to achieve cost effective compliant solutions to design challenges.

### SELECTED PROJECTS

- South Campus Student Center | *Laredo, TX*
- Health Science Center | *Laredo, TX*
- Billy Hall Center | *Laredo, TX*
- Public Safety Headquarters | *San Antonio, TX*
- Southeast service and Operations Center | *San Antonio, TX*
- San Antonio Aiport Federal Inspection Station

### EDUCATION

Texas A&M University  
*Bachelors of Civil Engineering*

EPF Ecole d'Ingenieur-e-s France

### Harvard Graduate School of Design

*Seminar on Walkability*  
(*"The Walkable City"*)

### LICENSES & CERTIFICATIONS

Texas Professional Engineer  
No.95620

American Society of Civil Engineers

### EDUCATION

Texas A&M  
*Bachelors of Science*

### LICENSES & CERTIFICATIONS

Certified by the International Code Council

Certified Building Code Official

Certified Building Official

Certified Fire Marshal

Certified Building Plans Examiner

Certified Commercial Building Inspector

Certified Commercial Mechanical Inspector

# LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE PROJECT LEAD RESUMES

## ANGELOS ANGELOU

**ANGELOU ECONOMICS** | FOUNDER & PRINCIPAL

**OFFICE LOCATION:** Austin, TX

**TIME TOWARDS PROJECT:** 15%

A highly visible leader in the field of economic development, Angelos is widely regarded as an expert on technology-based economic development, public policy, investment attraction, marketing and entrepreneurship. The national and international media regularly seek his comments and insights in the technology sector and on economic development issues. He is also widely regarded as the chief architect in the establishment of Austin as a nationally recognized high-tech center. Prior to starting AngelouEconomics, Angelos spent nearly 12 years with the Austin Chamber of Commerce as Vice President of Economic Development and Chief Economist and brings a practitioner’s approach to AE’s economic development consulting practice. During his time at the chamber, Angelos handled the recruitment of 800 technology companies and some 70,000 employees. Including, IBM, Apple, Samsung, Motorola, AMD, Cypress Semiconductor, Applied Materials, Tokyo Electron, and Sematech.

### SELECTED PROJECTS

- Viva Laredo Comprehensive Plan | *Laredo, Texas*
- CPRIT- Governor’s appointee to CPRIT oversight

## JEREMY HANZLIK, P.E.

**TERRACON** | NATURAL/CULTURAL RESOURCES MANAGER

**OFFICE LOCATION:** San Antonio, TX

**TIME TOWARDS PROJECT:** 5%

Mr. Hanzlik is a licensed engineer in the state of Texas whose experience includes preparation of watershed master plans, contributing zone plans, environmental impact statements, environmental assessments, environmental information documents, Phase I and Phase II environmental site assessments, environmental baseline studies, watershed and environmental modeling, environmental permitting, and geographic information system (GIS) analysis. He is responsible for project management, design, and report preparation. He is well versed in the National Environmental Policy Act (NEPA) process and USACE Section 404 permitting.

### SELECTED PROJECTS

- Singing Hills Limited Categorical Exclusion - *Bulverde, Texas*
- Value Per Acre Analysis and TOD Projections | *Leander, TX*
- 24-inch Waterline Environmental Information Document – *Laredo, Texas*
- Webb County Drainage District Assessment – *Laredo, Texas*
- Approximately 20-acre FedEx Site – *Laredo, Texas*
- Millennium Park FedEx Site – *Laredo, Texas*

### EDUCATION

**Southern Methodist University**  
*Ph.D coursework in Economics*

**St. Mary’s University**  
*Masters Econimoc and Management*

**University of Texas San Antonio**  
*Bachelor Economics and Political Science*

### PROFESSIONAL MEMBERSHIPS

**International Economic Development Council**  
*Board Member*

**World Congress on Information Technology**  
*Board Member*

**Site Selector Guild**  
*Founding Member*

### EDUCATION

**Texas A&M University**  
*M.S. Biological and Agricultural Engineering*

**Texas A&M University**  
*Bachelor in Agricultural Engineering*

*Bachelor in Bionenviromental Science*

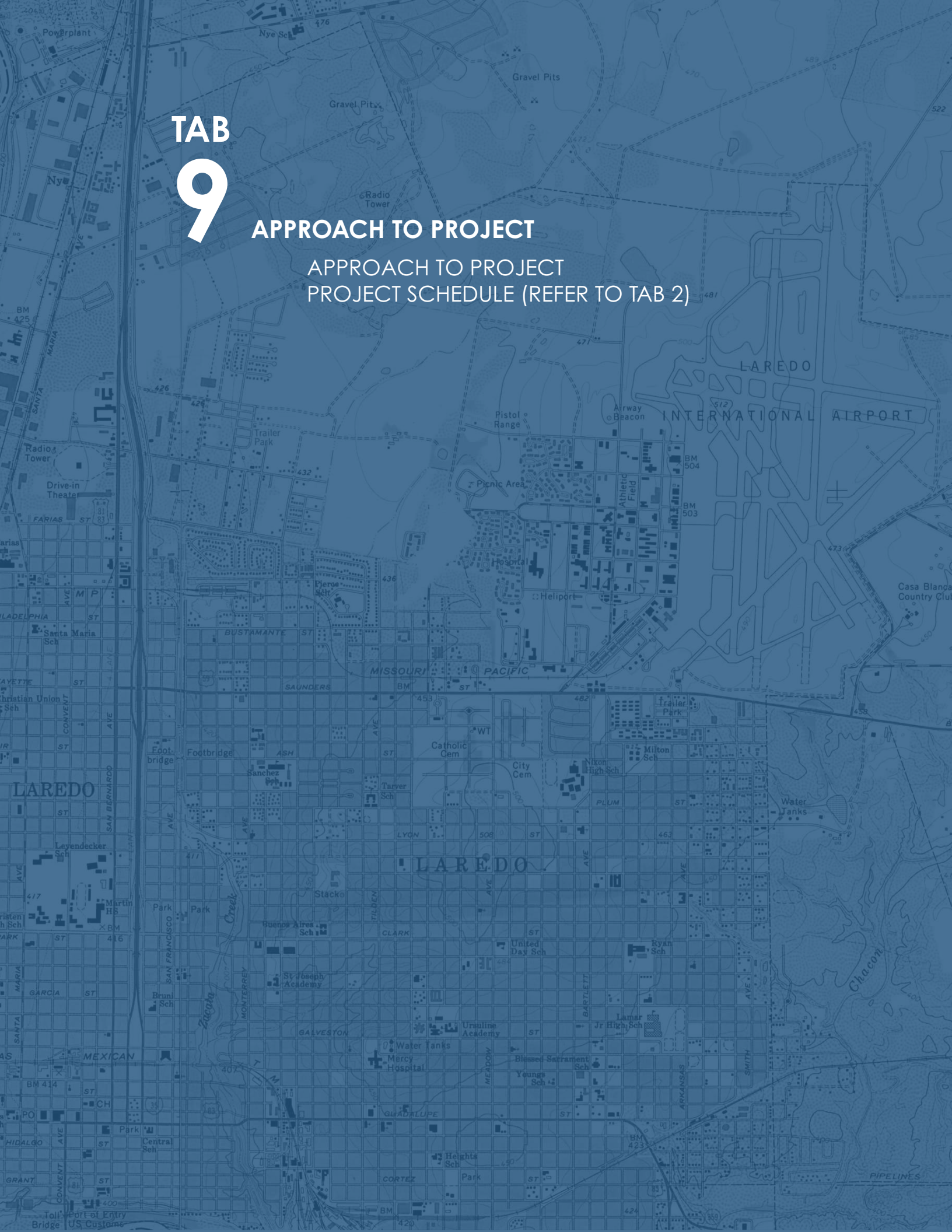
### LICENSES & CERTIFICATIONS

**Professinal Engineer: Texas (Enviromental) No. 98409**

# TAB 9

## APPROACH TO PROJECT

APPROACH TO PROJECT  
PROJECT SCHEDULE (REFER TO TAB 2)



# LAREDO LAND DEVELOPMENT

## APPROACH & TASKS

### 1. REVIEW EXISTING CODE AND COMPREHENSIVE PLAN

As the project leads and co-authors of Plan Viva Laredo, and advocates for its implementation, the partners and staff of Able City (Frank Hickey Pena) are intimately familiar with Laredo's forward looking goals and policies that will be the guiding principles for the Laredo's new code. We will guide the team through the comprehensive plan concepts.

As working architects in Laredo with over 120 years of collective experience working with the Laredo Building Services department and the development community, we are already familiar with the current land development code. Furthermore, as part of our scope for Plan Viva Laredo, the team, much of which is present on this team, studied the code and so is already well versed in it.

With this valuable knowledge in hand, we will conduct interviews and discussions with city staff to understand their perspective and discover the concerns, difficulties, and assets of the code and it's daily enforcement

### 2. PUBLIC ENGAGEMENT & PUBLIC AWARENESS INITIATIVE

Public outreach is a cornerstone of most of our successful projects. We are adept at facilitating meetings, presenting complex material in a user-friendly, way, and putting together easy to understand meeting materials. Through our combination of public facilitation, expertise in the substantive issues, and design experience, we have the tools and personnel to build a successful constituency for adoption of the new or revised codes.



### 3. STAKEHOLDER ENGAGEMENT: TECHNICAL WORKGROUP MEETINGS

Through the entire process, the team will work with the City of Laredo staff, key community leaders, mobility, housing, & economic development advocates, developers, local practicing engineers, and local businesses to ensure productive feedback loops. We will organize and schedule regular work meetings to update the workgroups on progress, educate on urban design principles and the benefits they can expect from the proposed code changes.

### 4. ASSESS FEASIBILITY OF SCOPE AND RATE OF CHANGES

Re-working the fundamental and long-standing policy that has been in place for the city is not a task to be taken lightly. Too much of a change at once can setup even the best of policies for failure. Too small of a change on the other hand can miss the mark on creating the intended change for the city.

The team will conduct a thorough assessment of the market (developers) appetite, understanding, and receptiveness of codes that are consistent with the placemaking principles of the comprehensive plan.

The point of view and preparedness of other stakeholder groups such as the COL administration and council, the civil engineering fields will be assessed as well.

The goal of this exercise is to develop a strategy for the successful implementation of the codes. Potential strategies may include establishing a new code alongside the existing code and phase it out, or implementing a new code in phases such that portions of the new regulation are triggered on a scheduled timeline.

### 5. DRAFT THE CODE

White and Smith will be leading the drafting of the codes. White & Smith's approach to Land Development Codes produces effective, user-friendly regulations. Their approach is based upon the following key principles:

**Community Values.** Land Development Codes should reflect the values of the community as expressed during an extensive public participation process. Our process involves input and feedback from the community before key regulations are drafted.

**Appropriateness.** The Land Development Codes will be tailored to the unique needs of the community's



demographics, environmental resources, and development potential.

**Consistency.** Land Development Codes should be consistent with and implement the comprehensive plan.

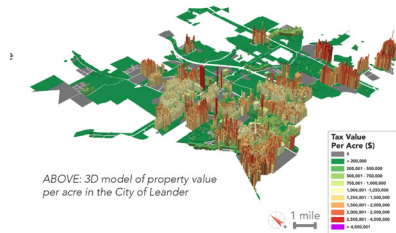
**Flexibility.** The Land Development Codes will accommodate different types of development concepts and standards while maintaining flexibility in administration.

## 6. ANALYZE LAND VALUE IMPACT

A vitally important benefit to creating people-centric cities is the added land value per acre that new development is expected to have. We will help the city assess this added value and the related revenues to the city. Urban3 will lead this task.

Urban3 is specializing in land value economics, property tax analysis and community design. Urban3's analytical tools provide an in-depth understanding of the built environment by measuring data and visualizing these results. Urban3's approach will utilize data analytics and graphic visualization techniques to illustrate the economic impact of the creation of new walkable places and the investment in existing walkable places such as Laredo's inner city.

Urban3 will use the value per acre metric as a starting



point to create a visual representation of the fiscal health of Laredo. We think of it as your community's Economic MRI. It is just one of the metrics we use, however it is the most potent. Our 3D images are a new way of seeing the world in which fiscal efficiency is immediately apparent. Urban3's experience in working with parcel and tax data across the country is extensive.

Adding this component of mapping your community's economic dynamics of property and retail tax trends will be vital to guiding the future land use decisions during the Code Update process.

As a part of the community workshops during the project, Joe Minicozzi will present both the current and potential economic future of Laredo, based on the project team's code update recommendations. Joe's approach to engaging the community is one of

intentional transparency. Urban3 takes the jargon out of economics, and we excel at engaging community members with all levels of knowledge about civics, community economics and design. Our goal is to ensure that anyone attending a community-wide workshop will leave with a fundamental understanding of the cash flow of Laredo. That understanding will help citizens see through an economic lens as they determine future development and growth of their community.

## 7. ANALYZING DEVELOPMENT COST IMPACT

Anticipating changes in costs of land development is essential for meaningful dialogue with and eventual support of the new codes by the development industry. In the case we anticipate an increase, knowing the magnitude and nature of the increase will be useful in the discussion of incentives that may offset the increase in costs. The team includes a prominent local land development civil engineering firm with extensive expertise in land development in Laredo. Peua Consulting, lead by Oscar Castillo, P.E., will be producing costs estimates of example developments utilizing both the existing land development code and proposed new land development code to compare the impact of the new codes in order to accurately foresee the impact to costs in detail.

## 8. COMMENT REVIEW AND INTEGRATION

The code draft will undergo a public comment period. The community will be encouraged to comment via the Land development code web page under [planvivalaredo.org](http://planvivalaredo.org). The collected comments will be reviewed for integration into the final version of the code.

## 9. REVIEW CURRENT STAFF CAPACITY AND ASSESS DEPARTMENT NEEDS FOR IMPLEMENTATION

Carlos Gallinar, former planning director for El Paso, and Principal of Gallinar Planning & Development, will lead this project task. Carlos is well-versed in developing and implementing land development code rewrites, having gone through several rewrites during his tenure with the city of El Paso. Most notably, Carlos was part of the City Plan Commission that began the SmartCode (a form-based code) rewrite process and then was part of the staff that implemented the new city ordinances tied to the SmartCode. As part of directing the planning department and working

with the city’s building officials, Carlos took the lead in ensuring proper application of the new rules which resulted in a smooth transition for private developers, local homeowners, and most importantly, staff responsible with working with various sectors of the community. As one example, several city department heads and key staff within the city (from transportation staff to building officials) had to train and test for the Congress for New Urbanism certification, which is the gold standard for form-based codes and 21st Century land development principles. As owner and principal of GPD, Carlos has also advised several local governments on best practices related to developing and applying form-based codes and the benefits of Smart Growth.

**10. ANALYZE AND RECOMMEND DEVELOPER INCENTIVES, STRATEGIES**

Angelou Economics will prepare incentive package recommendations that appropriately incentivize the private sector adoption of the codes and balance with the city’s expected long term service and maintenance costs. AE will leverage their extensive expertise in economic development, their familiarity with Plan Viva Laredo as one of it’s authors, the data generated by this team regarding expected changes in anticipated land value, land development costs, tax revenues, and estimated economic impact of creating walkable places, to develop a well balanced and effective incentive program.

**11. CODE ADOPTION: AUTHOR ORDINANCES AND SUPPORT PUBLIC HEARING PROCESS**

The final steps in the adoption process are critically sensitive and depend heavily not only the thorough public engagement and stakeholder buy-in achieved by this point, but also on the experience, knowledge, efficiency of our lead code consultant.

One of White & Smith’s unique assets is an enormous digital library. Their digital library contains over 120,000 research reports and other documents related to planning issues, 65,000 ordinances and plans from jurisdictions in the United States and internationally, 75,000 digital photographs of innovative development and other situations, and 3,300 urban design and planning graphics. The code they will help write and compile will leverage these assets to ensure the code is:

**Legally Enforceable.** Land Development Codes are

the community’s legal authority to approve, deny, or apply conditions to development proposals. As such, we carefully audit our codes for consistency with state law and constitutional principles. So by the time the adoption process begins, the city can count on its validity.

**User-Friendly.** The Land Development Codes are organized and graphically illustrated to ensure that they are user-friendly for developers, residents, staff, and governing bodies. This way, the adoption process is more transparent and inclusive.

**12. PROVIDE STAFF TRAINING SESSIONS AND IMPLEMENTATION HANDBOOK**

A key component, during and after the land development code rewrite, is to ensure that the staff responsible for implementing and interpreting the code, are fully educated and versed in the new regulations. New codes and regulations are only as effective as the staff tasked with applying the new ordinances. Technical training and assistance will be provided to all city departments and key staff to ensure proper understanding of the new codes and most importantly, proper implementation. This technical training and assistance will be conducted by Carlos Gallinar of Gallinar Planning & Development (GPD) and will commence from the beginning of the rewrite process and will continue throughout the project duration to ensure continuity from inception to implementation.

**INTERNATIONAL BUILDING CODE APPROACH & TASKS**

**1.ASSESS AND COMPARE PERMIT FEES BASED ON VALUATION TABLES, LOCAL MARKET COSTS, AS WELL AS SIMILAR MARKETS**

The current permit fees for the City of Laredo have remained relatively unchanged many years. In that time, construction costs have risen every year and will only continue to rise. Inflation alone will affect all markets across the nation. The ICC prepares valuation tables for different construction types and occupancies regularly. The project team will assess these valuation tables and compare them to real-world construction budgets that we experience in our market, as well as, review markets across the state of similar size to compare. We will also review permit

fees and prepare a plan to level them based on all of the available cost data.

## **2. ESTIMATE CODE ADOPTION IMPACT ON CONSTRUCTION AND DESIGN COSTS**

Our project team, consisting of architects, engineers, and planners, will review the current 2015 ICC codes, as well as, look ahead to adoption of the 2018 ICC codes. We will analyze the different code sections to review where any potential impacts to construction and design costs may occur. We will also assist the City of Laredo in developing any local amendments in order to tailor the various codes to reflect the common construction and design practices of our community.

## **3. CROSS COORDINATE WITH LAND DEVELOPMENT CODE**

The land development code as currently written has areas, especially relating to dimensional standards, that conflict with the building code. As part of our process, we will coordinate the land development code with the various sections of the Building Code, including acceptable construction methods, allowable building heights and areas, and required building fire separations.

## **4. ASSESS CODE IMPACT ON DEVELOPMENT DEPARTMENT REVIEW PROCESS REGARDING RESOURCES AND PERMIT PROCESS TIME**

The beauty of the ICC Codes is that they are flexible and allow for many means for compliance. Over the past 20 years, the format of the ICC codes has remained relatively unchanged. It is the intent of ICC to update the codes with new construction materials and methods, as well as, incorporate new acceptable theories related to building size, building envelope, and energy code to name a few. With that stated, it is our intent to develop a code summary plan to make sure the staff understands the pertinent revisions to the code so that permit process time is not impacted. With a Certified Plans Examiner as part of the team, we will also help develop processes and staffing strategies to help streamline and shorten the permit process time.

## **5. DRAFT IMPLEMENTATION REPORT AND RECOMMENDATIONS**

We will prepare a report detailing our recommendations and implementation strategies for updating the ICC codes. The report shall address the following items:

### **Appropriate Fee Changes and Phasing Plan**

Develop a permit structure and phasing implementation plan to assist in providing a gradual transition of fees with regards to the development and construction community.

### **Application of Plan Review Software & Improvements to Dept. Technology**

Assess current software and develop new strategies based on current workload and review of other markets to improve efficiency and reliability.

### **Recommendation for Staff Workshops/Training**

- Proposed Code Changes
- Review of Existing Building Code
- New Technologies related to the new Energy Code

## **6. DRAFT OF APPLICABLE ORDINANCES & POLICIES**

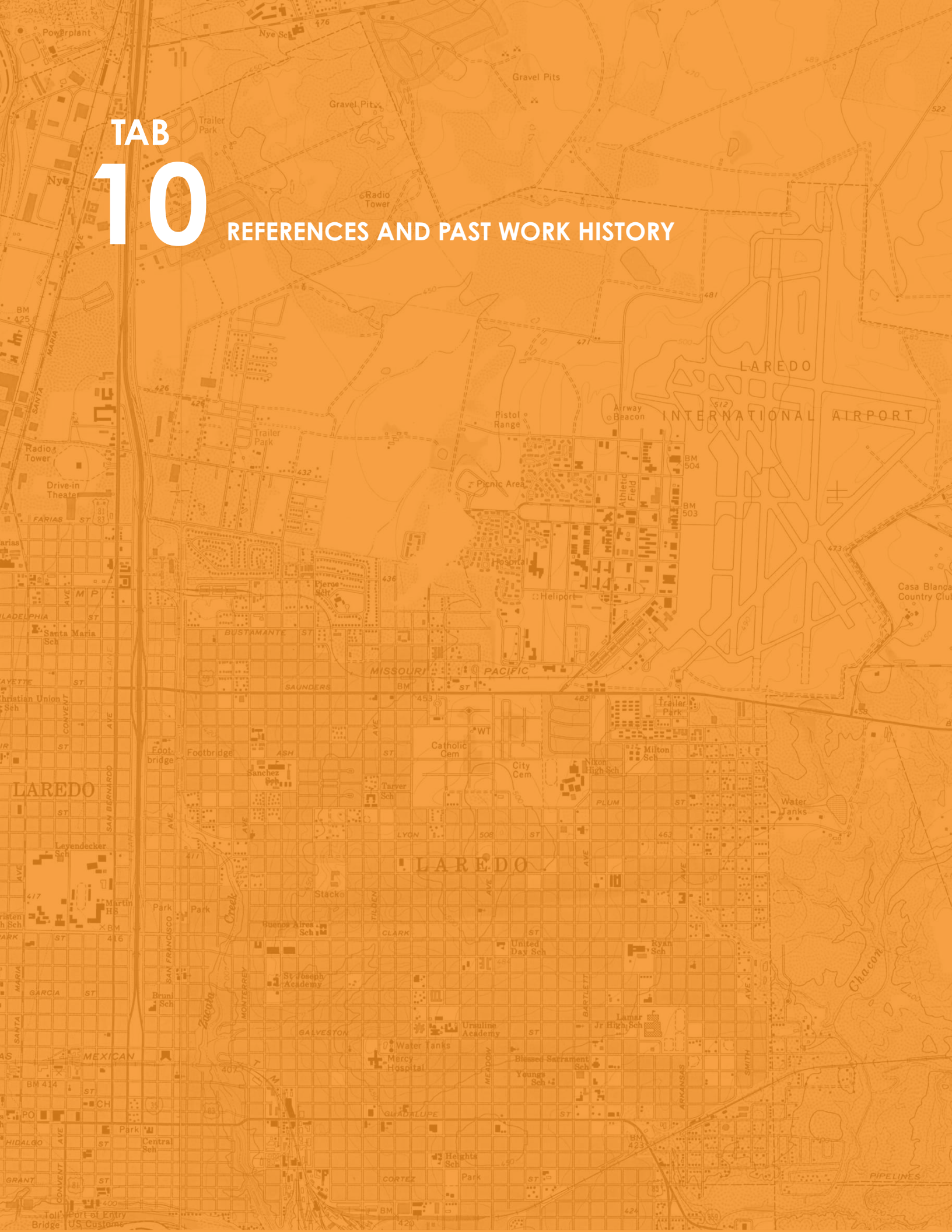
Another part of the process will be to assist the City of Laredo with the development of applicable ordinances and policies related to the adoption of the new codes. As discussed under the impact of code adoption on construction and design costs, the team will work with staff to tailor the different codes to work with current acceptable construction practices. We will assist in the development of code amendments, if necessary, and prepare policies related to code adoption to help bring the City of Laredo into current code compliance. If required, the team will develop a code phasing plan to slowly, but steadily bring new construction technologies and methods into the market. In this manner, the City of Laredo can be assured of compliance with the 2018 ICC codes and beyond.

## **7. STAKEHOLDER, PRESENTATIONS AND STAFF TRAINING**

As our team has demonstrated, we will work with the City of Laredo staff, key community leaders, contractors, developers, and local practicing engineers to ensure productive feedback loops. We will organize and schedule presentations to City of Laredo staff and community stakeholders to provide updates on progress, as well as, demonstrate the benefits they can expect from adoption of the new codes. We will also present and provide guidance to City Council and the Technical Review Board Ad-Hoc Committee. Our team will also review trainings provided by various code officials and the International Code Council, and prepare outlines for different training types for new and current employees. It will be most cost effective if we can bring the trainings to Laredo for staff and the community.

# TAB 10

## REFERENCES AND PAST WORK HISTORY



## **LAREDO LAND DEVELOPMENT & INTERNATIONAL BUILDING CODE REFERENCES AND PAST WORK HISTORY**

### **VIVA LAREDO COMPREHENSIVE PLAN**

Able City (Frank Architects & Hickey Pena) Dover-Kohl, Gallinar Planning, and Angelou Economics  
Horacio De Leon  
956-791-7302  
hdeleon@cilaredo.tx.us

### **ALBUQUERQUE, NEW MEXICO LAND BASED CODE**

White & Smith LLC  
City of Albuquerque  
Susan Johnson  
505-768-3189

### **SAN ANTONIO, TEXAS UNIFIED DEVELOPMENT CODE**

White & Smith LLC  
City of San Antonio  
Andrew Spurgin  
210-207-8229

### **ASPEN, COLORADO LAND DEVELOPMENT CODES**

White & Smith LLC  
City of Aspen  
Jessica Garrow. AICP  
970-429-2780

### **CHARLESTON COUNTY, SOUTH CAROLINA LAND DEVELOPMENT CODES**

White & Smith LLC  
City of Charleston County  
Dan Pennick  
843-202-7226

### **COLLIER COUNTY, FLORIDA LAND DEVELOPMENT CODES**

White & Smith LLC  
City of Collier County  
Susan Istenes  
314-290-8459

### **TOD ANALYSIS, RETAIL TAX MAPPING, REGIONAL ANALYSIS**

Urban3  
Downtown Austin Alliance  
Julie Fitch  
512-381-6268

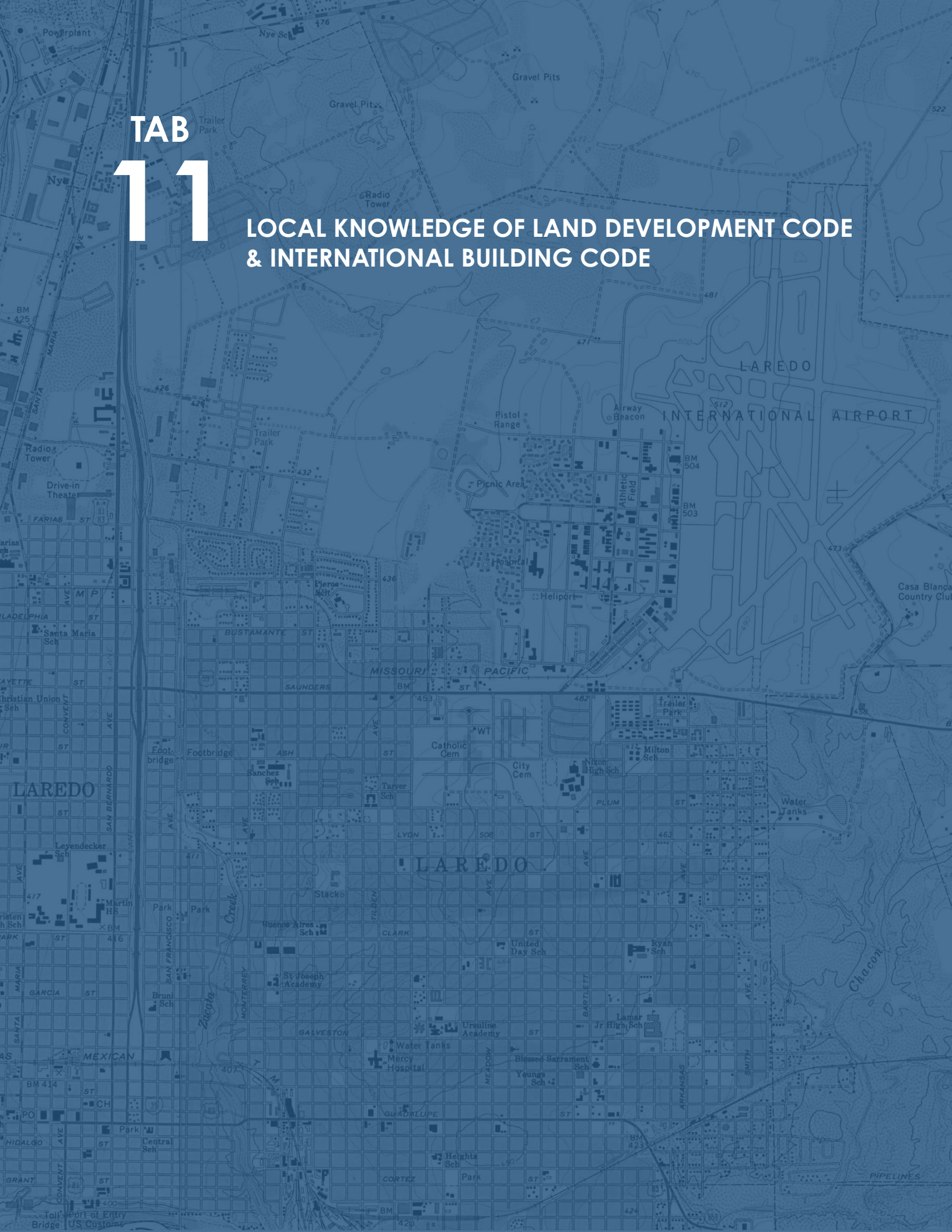
### **VALUE PER ACRE ANALYSIS AND TOD PROJECTIONS**

Urban3  
City of Leander  
Tom Yantis  
512-528-2732

TAB

11

# LOCAL KNOWLEDGE OF LAND DEVELOPMENT CODE & INTERNATIONAL BUILDING CODE



## LAND DEVELOPMENT CODE

### PROJECTS

- Viva Laredo Comprehensive Plan
- El Paso Comprehensive Plan
- Arlington Texas Land Development Code
- Galveston Texas Zoning and Regulations
- Value per acre Analysis and TOD Projections
- Aspen, Colorado Land Development Code
- Chapell Hill, North Carolina Land Development Code
- Charleston County Land Development Code
- Cincinnati Land Development Code
- Collier County Florida Land Development Code
- San Marcos Code SMTX
- Park Avenue Form Based Code
- Bradeton Form Based Code
- Boundary Street Master Plan & Code
- Columbia Pike Plans and Form Based Code
- Bozana Montana Unified Development Code
- Catawa County Land Development Code Regulations
- Fort Smith Land Development Regulations
- Los Angeles Zoning Code

### TEAM MEMBERS

Able City, Dover-Kohl, Angelou Economics  
Dover-Kohl & Partners, Gallinar Planning  
White & Smith  
White & Smith  
Urban3  
White & Smith  
White & Smith  
White & Smith  
White & Smith  
White & Smith  
Dover-Kohl & Partners  
Dover-Kohl & Partners  
Dover-Kohl & Partners  
Dover-Kohl & Partners  
Dover-Kohl & Partners  
White & Smith  
White & Smith  
White & Smith  
White & Smith

## INTERNATIONAL BUILDING CODE

### PROJECTS

- Texas Community Bank- *Laredo, Texas*
- South Campus Student Center- *Laredo, Texas*
- Kawas Elementary School- *Laredo, Texas*
- United High School -*Laredo, Texas*
- New Frost Tower- *San Antonio, Texas*
- New Fire Station – *San Antonio Military Medical Center*
- Building 707 – *Camp Stanley, Texas*
- San Antonio Airport Federal Inspection Station
- Unified Development Ordinance- Concord, NC
- Davidson Facilities Ordinance and Smart Growth
- Huntsville Adequate Public Facilities

### TEAM MEMBERS

Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
Fire Protection Consulting Group  
White & Smith  
White & Smith  
White & Smith

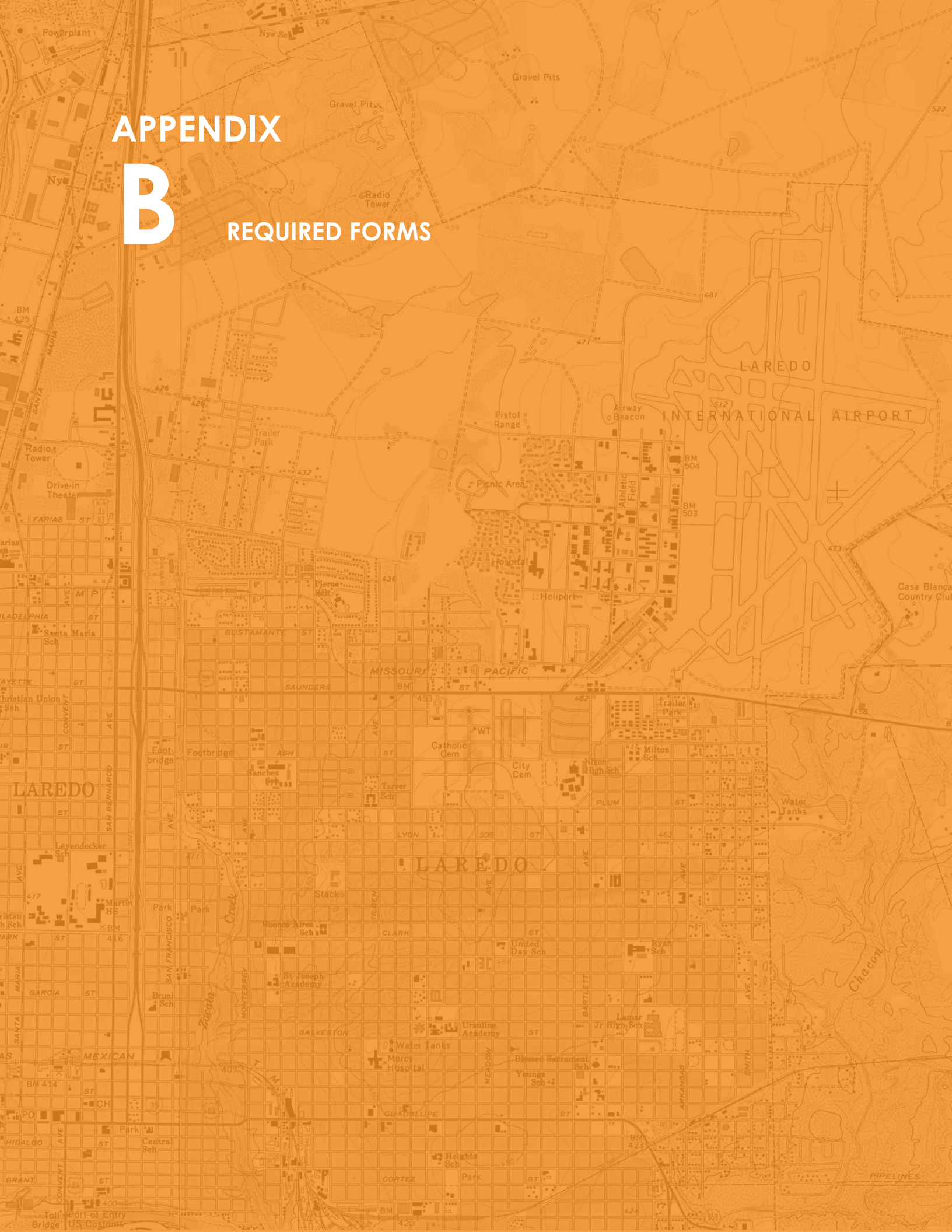
TOTAL NUMBER OF YEARS OF LOCAL EXPERTISE, LAND  
DEVELOPMENT, AND ICC CODES

40yrs

# APPENDIX

# B

## REQUIRED FORMS









ARCHITECTURE. URBANISM. CITY MAKING.

April 26, 2019

Victor Linares and Vanessa Guerra  
City of Laredo

Dear Mr. Linares and Ms. Guerra,

Thank you for selecting our firm for the Laredo Codes project. The following defines the proposed scope of work and related fees in response to the City of Laredo Land Development and Building Code Updates RFQ.

## Land Development Code Update:

### 1. Asses existing code and comprehensive plan

As the project leads and co-authors of Plan Viva Laredo, and advocates for its implementation, the partners and staff of Able City (Frank Hickey Pena) are intimately familiar with Laredo's forward looking goals and policies that will be the guiding principles for the Laredo's new code.

As working architects in Laredo with over 120 years of collective experience working with the Laredo Building Services department and the development community, we are familiar with the current land development code. Furthermore, much of the Plan Viva Laredo team have been assembled for this project.

With this valuable knowledge in hand, we will conduct interviews and discussions with city staff to understand their perspective and evaluate the concerns, difficulties, and assets of the code and it's daily enforcement

We will prepare a Code Assessment Report provides our initial evaluation of the LDC, along with a summary of the input we received during our kick-off meeting and interviews with staff. The Code Assessment will be an action document, presenting alternative courses of action and, where possible, provide specific examples of ways to revise the current LDC to address the issues raised during the project orientation. It will assess responses by public and private stakeholders concerning the types of changes suggested in comprehensive plan for development regulation, along with strategies to transition from the existing LDC to the new regulations.

The Code Assessment will include an Annotated Outline of the new LDC. The Annotated Outline will describe each section of the new LDC, briefly describe suggested changes, and a provide a correspondence table tagged to the existing sections. This will provide a framework for the drafting stages of the project.

We will provide a draft of the Code Assessment to the City's project manager for review.



Deliverables/Meetings	Consultant/Attendance
Kickoff Meeting	Able City, White & Smith, Dover Kohl,
Six(6) staff interviews	Able City, White & Smith, Dover Kohl
Assessment Memorandum	Able City, White & Smith, Dover Kohl

## 2. Public engagement & public awareness initiative

Public outreach is a cornerstone of most of our successful projects. We have a methodology for facilitating meetings, presenting complex material in a user-friendly, way, and presenting easy to understand meeting materials.

Through the entire process, the team will work with the City of Laredo staff, key community leaders, mobility, housing, & economic development advocates, developers, local practicing engineers, and local businesses to reach milestone through consensus. The focus workgroups will be briefed on urban design best practices and the benefits they can expect from the proposed code changes.

In support of task 4, a charrette will be conducted in the City, along with on-site coding. A charrette kick-off presentation will educate citizens about peer communities, and opportunities for smart growth and sustainable planning metrics, such as sustainable systems and Smart Growth. A hands-on design session will be conducted allowing stakeholders and community members to come together and work with members of Dover Kohl and Partners (DKP) and Able City to provide their input. Following the hands-on design session, DKP will work on-site in a design and coding studio to refine plan concepts and allow participants access to the evolving ideas in progress. A series of technical and stakeholder meetings will be scheduled throughout the charrette to assist in the team’s understanding of the physical and organizational forces that are shaping the City and the area identified for the form-based district. The public will be invited to a pin-up review of emerging alternative plan concepts and an open house to view the draft form-based district in order to offer comments and steer the initiative toward a single community vision. At the conclusion of the charrette, DKP will present the draft ideas at a "work-in-progress" presentation. This is not the final presentation, but rather a “pin-up” of approaches developed during the charrette.

Deliverables/Meetings	Consultant/Attendance
InfoGraphics, Flyer Design, Social Media materials, Mailer Design, <u>public notice documents</u>	Able City
3-day Charrette	Able City, White & Smith (via video call), Dover Kohl
(6x) Focus Group Meetings	Able City
Bilingual Survey	Able City



### 3. Assess feasibility of scope and rate of changes

Re-working the fundamental and long-standing policy that has been in place for the city is not a task to be taken lightly. Too much of a change at once can set up even the best of policies for failure. Too small of a change on the other hand can miss the mark on creating the intended change for the city.

The team will conduct a thorough assessment of the market (developers) appetite, understanding, and receptiveness of codes that are consistent with the placemaking principles of the comprehensive plan.

The point of view and preparedness of other stakeholder groups such as the COL administration and council, the civil engineering fields will be assessed as well.

The goal of this exercise is to develop a strategy for the successful implementation of the codes. Potential strategies may include establishing a new code along side the existing code and phase it out, or implementing a new code in phases such that portions of the new regulation are triggered on a scheduled timeline.

Deliverables/Meetings	Consultant/Attendance
(2x) City Staff meetings	Able City, White & Smith (via video call), Dover Kohl (via video call)
(12x) Stakeholder Interviews	Able City, White & Smith (via video call)

### 4. Draft the code

White and Smith will be leading the drafting of the codes. White & Smith's approach to Land Development Codes produces effective, user-friendly regulations. The drafting stage involves separate modules for the basic code elements: zoning, procedures, standards, and codification. After each module is drafted, the City staff will provide commentary that will be integrated and filtered into a set of inter-agency comments by Able City and we will revise the module to incorporate into the final LDC. We will also check in with the focus workgroups during the meetings / calls.

#### 4.1 Zoning Module

We will update Laredo's zoning districts with standards that implement Viva Laredo. We will –

- ▶ Provide a very brief introductory article that introduces the reader to the LDC and shows how to find information.
- ▶ Provide a table of district types and applicability.
- ▶ Update the conventional districts, or incorporate those districts into new form-based or composite / hybrid districts.
- ▶ Update use lists for the zoning district. We will redefine and streamline the lists of permitted and special uses. This will include updated references to the APA Land-Based Classification Standards (LBCS) and North American Industrial Classification System (NAICS), either as a background audit to check the list of uses for completeness or as a secondary reference to avoid interpretation issues.



- ▶ Create standards for specific uses that have unique impacts, special legal considerations, or that can be addressed through administrative review rather than site-specific conditions.
- ▶ Revise Dimensional Standards including lot, setback and building standards.
- ▶ Incorporate illustrations that clarify the meaning of zoning district regulations and development standards. Tables and plan or three-dimensional images will summarize lot, yard, building height, and other dimensional regulations.
- ▶ Update Supplemental Regulations to ensure that the standards reflect best practices, and to minimize the need to develop case-by-case conditions through public hearings and special use permits.

The City staff will prepare the new zoning map and determine the specific boundaries of any new or revised zoning districts. Able City will assist City Staff in preparing any new zoning maps that may be required. GIS technician and Drawing services are available as an additional service. Consultant will provide any communications, ordinances or supplementary documentation necessary to adopt said new maps.

#### **4.2 Development Standards Module**

This will establish the basic standards for all development in Laredo. This includes the following:

- ▶ Revised standards for site layout, neighborhood transition, building design, and impacts.
- ▶ Subdivision standards including lot and block layout, street design, environmental protection and sensitive areas, sidewalks and trails, open space, school and park design and dedication.
- ▶ Triggers for the analysis of water, wastewater, traffic, drainage, noise, wildlife habitat, floodplains, Fort Riley, and fire issues.
- ▶ Provisions to enforce the subdivision standards through development agreements, improvement agreements, or similar mechanisms.
- ▶ Coordination with the International Building Code project as to building separation, definitions, and similar requirements.

#### **4.3 Procedures Module**

We will –

- ▶ Create the overall process for subdivision and zoning approval, showing how all of the entitlements work together and a table that summarizes who approves each entitlement and how.
- ▶ Create a common workflow for each entitlement that shows how the process works from applicability, application, notification, approval, scoping, and tracking. The uniform structure will make each section easier to read.
- ▶ Divide the processes into individual sections for development permits, zoning permits such as special use permits, and subdivision review.
- ▶ Address mechanisms for flexibility and relief such as appeals, variances, administrative adjustments, and processes to resolve vested rights claims.
- ▶ Establish, describe, and set the authority for each review in decision-making body.
- ▶ Address nonconforming situations including nonconforming uses, nonconformities as to development standards, and nonconforming structures.



#### 4.4 Definitions Module

We will build a unified definitions article as we proceed through the drafting process. This module includes the final list of definitions.

#### 4.5 Form-based-Code Modules:

Following the charrette, the team will build upon the work completed during the charrette and on-site coding, and complete a draft of 2 form-based modules. The form-based districts will then be incorporated into the “district and uses” installment of the draft zoning and subdivision ordinances. One module will be designed and used for an area of the city envisioned for redevelopment where the continuing the existing form is critical to it's revitalization. The second Module will be designed and used for new development. The city will have the option to use the module for new development as it deems beneficial and/or necessary.

Deliverables/Meetings	Consultant/Attendance
Initial Zoning Module	White & Smith, Able City
Revised Zoning Module	White & Smith, Able City
Initial Development Standards Module	White & Smith, Able City
Revised Development Standards Module	White & Smith, Able City
Procedures Module	White & Smith, Able City
Initial Definitions Module	White & Smith, Able City
Revised Definitions Module	White & Smith, Able City
Redevelopment Form-based code Module	DKP, Able City
New Development Form-based code Module	DKP, Able City

### 5. Comment Review and Integration

The code draft will undergo a public comment period. The community will be encouraged to comment via the Land development code web page under [planvivalaredo.org](http://planvivalaredo.org). The collected comments will be reviewed for integration into the final version of the code.

We will assist City staff in reviewing and responding to public comments provided through [planvivalaredo.org](http://planvivalaredo.org) by gathering and organizing comments and drafting proposed responses for Staff to review and approve. The City project manager will review and provide direction as to changes to incorporate, changes to defer for future discussion or study, and changes not to incorporate due to inconsistency with City policy, administrative issues, or other factors.

Deliverables/Meetings	Consultant/Attendance
Website hosting of the LDC	Able City, White & Smith (via video call), Dover Kohl (via video call)



## 6. Code Adoption: Author ordinances and support public hearing process

The final steps in the adoption process are critically sensitive and depend heavily, not only on thorough public engagement and stakeholder buy-in achieved by this point, but also on the experience, knowledge, efficiency of our lead code consultant.

During this phase, we will assist the City and moving the draft LDC through the Planning and Zoning Commission and City Council for adoption.

We will prepare a public hearing draft of the new LDC. This draft will include a detailed table of contents. Staff will provide comments to include in the final drafts.

After completion of the final draft, White & Smith can attend the public hearings for adoption by the Planning and Zoning Commission and City Council as additional services. We will prepare a Powerpoint that summarizes the LDC for each hearing. City staff will prepare staff reports and other documentation.

All deliverables will be in an agreed upon editable format such as word or other format that enables City to make and track future revisions according to industry best practices. Pdf version will also be submitted.

Deliverables/Meetings	Consultant/Attendance
Final LDC	Able City, White & Smith(via video call), Dover Kohl (via video call)
(2x) Adoption hearings	Able City, White & Smith
(4x) Presentations	Able City, White & Smith(via video call), Dover Kohl

## 7. Provide staff training sessions and implementation handbook

Gallinar Planning will provide the following on-site training program:

- ▶ Training Session One—Form Based Codes & Smart Growth: Utilizing the Congress for New Urbanism standards and national best practices for Smart Growth principles, GPD will provide a 1-2-day training session that will cover: land use regulations as they relate to form-base codes, national best practices in the latest land development codes, and examine 2-3 case studies, including some projects along the U.S. Mexico border. Hands-on exercises will be part of the workshop. This task can also include a presentation to the Laredo City Plan Commission.
- ▶ Training Session Two—Laredo New Regulations: Utilizing the final draft of the land development regulations, GPD will lead a 2-3-day workshop for all key staff, as identified by the city manager, for how to best implement the new codes. Working with Able Cities, GPD will provide all training materials and will focus on specific items outlined in the new ordinances using Laredo-specific development projects and scenarios. During this task, GPD will also provide the city of Laredo a memo



outlining the necessary software and technology needed to implement the new regulations (this can include Adobe Suite, Sketch Up, among others). Because the new regulations will be more focused on graphics and online tools, the city should ensure that staff have the necessary software and computer equipment to properly implement these new standards ensuring that development and construction projects can move effortlessly.

- Final Report & Follow Up: GPD will provide the city with a final report, outlining “Next Steps” that will help the city focus on any remaining gaps in terms of how to best implement the new land development codes. Finally, for 12 months after the new codes are adopted, Carlos will make himself available via conference calls to city of Laredo staff for any follow up questions or to provide further technical assistance; the timing and duration of these calls will need to be outlined and negotiated with the city and Able Cities.

#### Deliverables/Meetings

#### Consultant/Attendance

(2x) City Staff workshops (within 1 trip by sub-consultant)  
Final Report/Manual

Able City, Gallinar Planning  
Able City, Gallinar Planning

## 8. Analyze land value impact

In order to recommend LDC policy on the basis of data, the team will conduct a land value diagnostic of current conditions as a base model and will estimate resulting land values for development built under proposed changes for comparison. That testing of the code’s impact to land values will enable the team to recommend the most appropriate recommendations based on citizen vision and reinforced by sound and sustainable financial mechanisms. The goal is to set up policy that enables and encourages a more balanced land development pattern that approaches financial sustainability as the city grows in population and land mass. The additional added benefit as we engage stakeholders is to guide the conversation about land use and code with the data developed.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, CAMA parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for Laredo as needed from Webb County.

Additionally, we will work with the project team and City staff to contact the Texas State Comptroller’s office in order to obtain sales tax data for Laredo. Urban3 has worked with dozens of communities across the country to obtain and map sales tax data at a spatially meaningful level, while still maintaining business’ privacy.

After the parcel and sales tax data is processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's





ability to create three-dimensional representations of land value, tax value and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across Laredo will be easily displayed in 3D using ArcScene. Also, tax millage rates will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

Following the data processing and analysis, our analysts work with Mr. Minicozzi to storyboard all the findings. Over a period of days, our staff conducts a deep dive into all the data outputs. From this, we will create a holistic economic story for the City as a whole, as well as and the impacts of the various site designs for infill around downtown on Laredo's long term municipal finances.

The Urban3 team will receive a debrief and overview of charrette outcomes from the project team, including detailed data on the team's recommendations for the amount of new potential dwelling units, square footage of new retail, and square footage of new office space in designated areas. The team will also provide Urban3 with detailed geographically-specific allocations of the recommendations for new development or redevelopment areas and their capacity in 5-year intervals from 2020 to 2040.

Based on the prototypical site designs and/or building types, as well as the programmatic recommendations identified by the project team, Urban3 will create projections and visualize in 3D the potential tax value of these designs or building types. Retail sales taxes will be included in this analysis. Urban3's work will help inform the team and the City as to what areas are ripest for development over time and visualize the tax production of the areas. Urban3 will provide images and text from the projections for the final report document.

At the conclusion of the analysis and following the charrette, Joe Minicozzi will prepare a presentation of the results. Mr. Minicozzi will then return to Laredo to present the results of the future value per acre analysis to staff, elected officials, the Advisory Committee and community members. (One day, up to three presentations)

Deliverables/Meetings	Consultant/Attendance
Site Visit	Urban 3
Economic Propensity Analysis	Urban 3
Isolated Land Value Analysis	Urban 3
Futura Land Value Projections (incl. Visualizations)	Urban 3
Land Value Map Package (GIS)	Urban 3
Final Report	Urban 3



# International Building Code Implementation:

## 9. Assess and compare permit fees based on valuation tables, local market costs, as well as similar markets

The current permit fees for the City of Laredo have remained relatively unchanged many years. In that time, construction costs have risen every year and will only continue to rise. Inflation alone will affect all markets across the nation. The ICC prepares valuation tables for different construction types and occupancies regularly. The project team will assess these valuation tables and compare them to real-world construction budgets that we experience in our market, as well as, review markets across the state of similar size to compare. We will also review permit fees and prepare a plan to level them based on all of the available cost data.

### Deliverables/Meetings

### Consultant/Attendance

Fees Comparison Report

Able City

(2x) Staff Interviews

Able City

## 10. Estimate code adoption impact on construction and design costs

Our project team, consisting of architects, engineers, and planners, will review the current 2015 ICC codes, as well as, look ahead to adoption of the 2018 ICC codes. We will analyze the different code sections to review where any potential impacts to construction and design costs may occur. We will also assist the City of Laredo in developing any local amendments in order to tailor the various codes to reflect the common construction and design practices of our community.

### Deliverables/Meetings

### Consultant/Attendance

Mock Project Costs estimates (current code)

Able City

Mock Project Costs estimates (proposed code)

Able City

## 11. Cross coordinate with land development code

The land development code as currently written has areas, especially relating to dimensional standards, that conflict with the building code. As part of our process, we will coordinate the land development code with the various sections of the Building Code, including acceptable construction methods, allowable building heights and areas, and required building fire separations.

### Deliverables/Meetings

### Consultant/Attendance

Code Alignment Memo

Able City



## 12. Assess code impact on Development Department review process regarding resources and permit process time

The beauty of the ICC Codes is that they are flexible and allow for many means for compliance. Over the past 20 years, the format of the ICC codes has remained relatively unchanged. It is the intent of ICC to update the codes with new construction materials and methods, as well as, incorporate new acceptable theories related to building size, building envelope, and energy code to name a few. With that stated, it is our intent to develop a code summary plan to make sure the staff understands the pertinent revisions to the code so that permit process time is not impacted. With a Certified Plans Examiner as part of the team, we will also help develop processes and staffing strategies to help streamline and shorten the permit process time.

Deliverables/Meetings	Consultant/Attendance
(2x) Staff Workshops	Able City
Recommendations Report	Able City

## 13. Draft implementation report and recommendations

We will prepare a report detailing our recommendations and implementation strategies for updating the ICC codes. The report shall address the following items:

- ▶ Appropriate Fee Changes and Phasing Plan
- ▶ Develop a permit structure and phasing implementation plan to assist in providing a gradual transition of fees with regards to the development and construction community.
- ▶ Application of Plan Review Software & Improvements to Dept. Technology
- ▶ Assess current software and develop new strategies based on current workload and review of other markets to improve efficiency and reliability.
- ▶ Recommendation for Staff Workshops/Training
- ▶ Proposed Code Changes
- ▶ Review of Existing Building Code
- ▶ New Technologies related to the new Energy Code

Deliverables/Meetings	Consultant/Attendance
Implementation Report	Able City
Tech and Software Package Recommendations	Able City

## 14. Draft of applicable ordinances & policies

Another part of the process will be to assist the City of Laredo with the development of applicable ordinances and policies related to the adoption of the new codes. As discussed under the impact of code adoption on construction and design costs, the team will work with staff to tailor the different codes to work with current acceptable construction practices. We will assist in the development of code amend-



ments, if necessary, and prepare policies related to code adoption to help bring the City of Laredo into current code compliance. If required, the team will develop a code phasing plan too slowly, but steadily bring new construction technologies and methods into the market. In this manner, the City of Laredo can be assured of compliance with the 2018 ICC codes and beyond.

**Deliverables/Meetings**

**Consultant/Attendance**

(2x) Staff workshops

Able City

Ordinance Recommendations Report

Able City

## 15. Stakeholder Presentations and Staff Training

As our team has demonstrated, we will work with the City of Laredo staff, key community leaders, contractors, developers, and local practicing engineers to ensure measurable progress. We will organize and schedule presentations to City of Laredo staff and community stakeholders to provide updates on progress, as well as, demonstrate the benefits they can expect from adoption of the new codes. We will also present and provide guidance to City Council and the Technical Review Board Ad-Hoc Committee. Our team will also review trainings provided by various code officials and the International Code Council, and prepare outlines for different training types for new and current employees. It will be most cost effective if we can bring the trainings to Laredo for staff and the community.

**Deliverables/Meetings**

**Consultant/Attendance**

(2x) Stakeholder workshops

Able City

(3x) Presentations

Able City

### ADDITIONAL SERVICES & EXCLUSIONS

- ▶ Printing & Postage Costs (all deliverable to be digital at no additional cost)
- ▶ Out-of-town travel beyond what is noted herein
- ▶ Additions to the scope of work

Note on time limitation: All work to be completed within the time limits below. Necessary work occurring beyond the time specified will be regarded as additional services.

Land Development Code Update timeframe will be eighteen (18) months from the kick-off meeting

Building Code Implementation timeframe will be eight (8) months from the kick-off meeting



COMPENSATION

Land Development Code Overhaul	# 1-8	100%	\$520,570
1. Asses existing code and comprehensive plan	1	10%	\$52,057
2. Public engagement & public awareness	2	10%	\$52,057
3. Assess feasibility of scope and rate of changes	3	2.5%	\$13,014
4. Draft the code	4	47.5%	\$247,271
5. Comment Review and Integration	5	10%	\$52,057
6. Code Adoption: Author ordinances and support public hearing process	6	17.5%	\$91,100
7. Provide staff training sessions and implementation handbook	7	2.5%	\$13,014
8. Land Value Impact Analysis (Urban 3)	8		\$44,000
Building Code Implementation -scope in RFQ	#9-15		\$24,000
<b>Total Fee for scope in RFQ</b>			<b>\$588,570</b>

All additional Services shall be billed at the rates as specified below.

- ▶ Principals - \$175/hour
- ▶ Project Managers - \$125/hour
- ▶ Associates - \$75/hour
- ▶ Technical Staff - \$50/hour
- ▶ Out-of-town travel rates- \$400 per day per staff member present on trip plus direct costs of all travel expenses.

BILLING SCHEDULE

We will bill monthly by percentage completed or at the completion of each phase, whichever comes first.

We thank you again and only ask that you not hesitate to call us if we may provide you with any additional information you may require.

Respectfully submitted,



Mario A. Peña, AICP, AIA, CNUa  
Able City, LLC



**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Aileen Ramos, Convention & Visitor's Bureau Director; Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY19-035 to Relic, for the US Campaign Rebranding for an amount not to exceed \$109,500.00. Services for this contract include advertising/marketing to implement a brand roll-out campaign and related marketing initiatives. The overall goal of this project is to develop a stronger brand, efficient and strategic messaging by building a more positive perception of Laredo, Texas. The term of the contract will be for one (1) year, with an option to renew the contract services for one (1) additional year. Funding for this contract is available in the Convention & Visitor's Bureau budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City of Laredo went out on formal RFPs through CIT-E-BID and received nine (9) submittals for awarding a contract for the US Campaign Re-Branding which included TKO Advertising; RMC; AW Marketing Group; Ghostlight Creative; Marketing Estrategio; Red Rattler MKTG; Rhyme & Reason Design; and Relic. CVB city staff reviewed all proposal thoroughly and identified the top three (3) agencies which included Rhyme & Reason, Relic and Red Rattler.

Best value criteria was considered by the evaluation committee to review all submittals. After initial review and interviews/ presentations, by the top three agencies, the committee's top recommended firm was Relic.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 250-5315-553-5526  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

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**Attachments**

FY19-035 Proposal

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LAREDO  
CONVENTION &  
VISITORS BUREAU

R | F | P

RELIC





## EXECUTIVE SUMMARY

We appreciate the opportunity to respond to Laredo CVB's RFP. We enjoyed meeting Aileen at the TTIA Summit in Galveston last fall and are thrilled to have been able to put some thought toward fulfilling LCVB's specific and important marketing needs. Having worked with a wide variety of tourism clients over the last several years, we understand the frustration that can come when you know your destination is special but are having a difficult time overcoming public perception. Laredo has so much to offer to so many, and it must be difficult to feel trapped under misconceptions. We also understand how lopsided it must feel to have an agency in Mexico who is doing great work for that market, but not being able to see the same success in the States.

Based on what we have discussed and what is stated in the RFP, we understand that Laredo needs a strategic marketing partner, not just a transactional vendor. We understand how sacred a destination's marketing funds are and are conscious about the need to not waste a single dollar. We propose several tactics here, but also recognize that there will need to be a significant time investment on our part to truly understand through research the problems and marketing landscape LCVB faces in order to craft and execute a fully-baked plan. We want to be considerate of your time and funds, which is why we've proposed the plan we have here.

Review our qualifications and expertise solving the sorts of problems LCVB faces, consider our Dip Your Toe proposition on pg. 12, and let's move forward showing the world what a gem Laredo truly is.

# COMPANY PROFILE

Sorenson Advertising was founded in 2009 in St. George, Utah. In 2016, Adam, Jordan, and Colby bought the agency from the previous owner and rebranded it as Relic, a callback to when agencies were built first and foremost to drive revenue for their clients.

The agency acquired its first tourism client—Cedar City, Utah—in 2013. Since then, Relic has focused on specializing in the tourism industry, gaining a deep understanding of the particular needs of CVBs, DMOs, and other tourism-related entities across the country. Relic's tourism clients now stretch from Madera County, California, to Lenawee County, Michigan. Each client has its unique needs and challenges, and Relic has proven a valuable partner for each one.

Since our specialization is by industry, not product, we are able to offer a wide variety of solutions to our clients. A full list of our services can be found on pg. 6. Having served a broad spectrum of tourism clients, we know where to begin in understanding each destination's target audiences, value propositions, and messaging. We know how to determine which tactics to deploy to foster growth in overall visitation and revenue. We are, truly, a tourism-focused, full-service agency.

## FORM OF ORGANIZATION

Sorenson Advertising, dba Relic Agency, is a for-profit corporation.

## PRINCIPALS

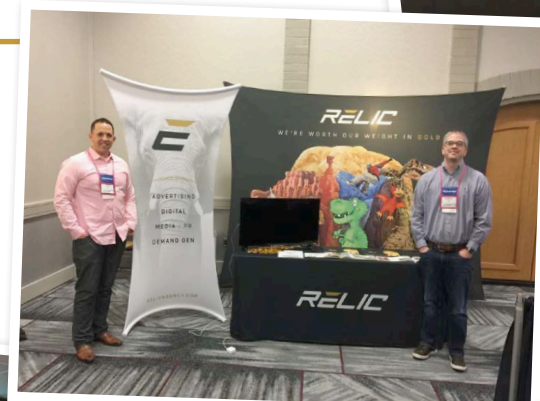
Adam Stoker // President & CEO  
Jordan Barker // Chief Marketing Officer  
Colby Remund // Chief Creative Officer  
Nick Christensen // Silent Partner

## OFFICERS:

Nate Jensen // Chief Financial Officer

## DIRECTORS

Sasha Jackson // Media Director



# WHO WE ARE

Relic is a full-service advertising agency, uniquely structured to service a variety of clients across the country. We have clients from Michigan to California and everywhere in between. Relic represents a time when advertising agencies were created for a specific purpose—to drive sales. Somewhere along the way, ad agencies became captivated by what some call "vanity" metrics (likes, clicks, impressions, views, visits, etc). While many of those upper-funnel metrics are important, Relic judges the ultimate success of an ad campaign by the revenue generated.

Relic uses modern strategies and tactics to make advertising an investment instead of an expense. If a company wants to develop a predictable revenue engine for its marketing efforts, Relic is the logical choice.

**WE'RE WORTH OUR WEIGHT IN GOLD.**



290 N UNIVERSITY AVE // PROVO, UT 84601  
**801.692.7345 // [RelicAgency.com](http://RelicAgency.com)**

## POINT OF CONTACT REGARDING THIS PROPOSAL

**CHRIS SPENDLOVE // ACCOUNT DEVELOPMENT MANAGER**

O / 432-216-9418

C / 210-328-9434

E / [chris@relicagency.com](mailto:chris@relicagency.com)



# WHAT WE DO: THE RACE METHOD

Everything Relic does ties back to its proprietary **RACE method**. All projects, large or small, follow the same meticulous process. Research is the foundation for everything that follows, so Relic focuses on a clear understanding of the four Cs:

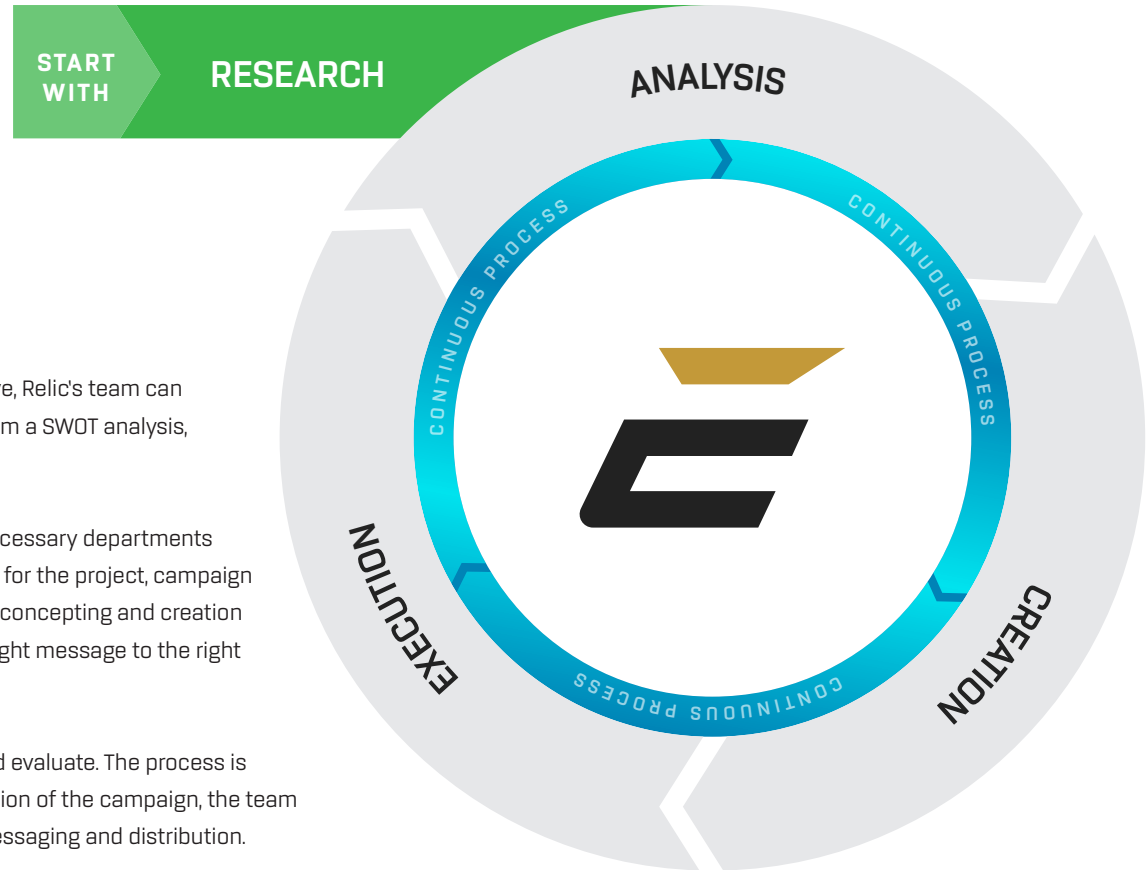
- Customer
- Company
- Competition
- Community

With a clear understanding of each of the items listed above, Relic's team can analyze the gathered data, identify target audiences, perform a SWOT analysis, gather insights and begin to plan the campaign.

Armed with the information from the first two steps, the necessary departments meet together to concept and create all of the deliverables for the project, campaign or initiative. If research and analysis are done correctly, the concepting and creation should come naturally. The team will focus on getting the right message to the right people at the right time.

Once the campaign is created, Relic's team will execute and evaluate. The process is cyclical; after gathering and analyzing data from the execution of the campaign, the team will make any needed adjustments to optimize creative, messaging and distribution.

This process ties into every single function of Relic and ensures that all projects have the correct strategy, messaging and distribution to generate measurable results for the client.



## 1. RESEARCH

- Customer
- Company
- Community
- Competition

## 2. ANALYSIS

- Strengths
- Weaknesses
- Opportunities
- Threats
- Target Audiences
- Positioning

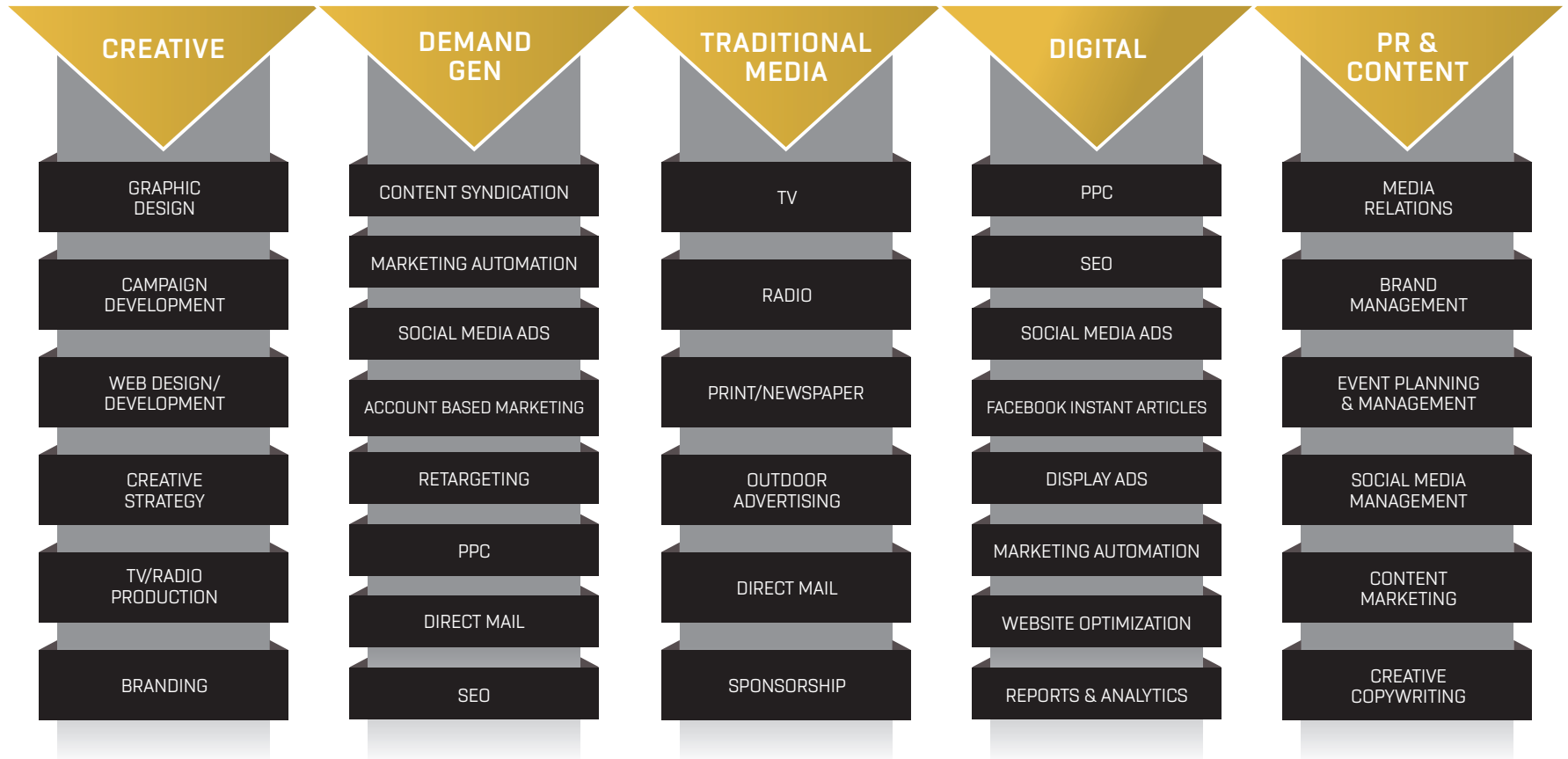
## 3. CREATION

- Messaging
- Design
- Media Strategy
- Digital Marketing Strategy
- PR Strategy

## 4. EXECUTION

- Media Launch
- Social Launch
- Digital Launch
- PR Launch

# OVERVIEW OF RELIC'S CAPABILITIES



# AWARDS



**2018**  
Utah Valley BusinessQ 40 Under 40  
Adam Stoker: President & CEO



**2017**  
Content Marketing Campaign  
Uintah County: Origin of Adventure



**2018**  
Advertising, Marketing  
and Public Relations  
Relic: Website Design



**2018**  
Award of Distinction  
Commercials  
Tuacahn: Magic Under the Stars



**2017**  
Video Segment in Tourism  
Uintah County: Origin of Adventure



**2017**  
Utah Business 40 under 40  
Adam Stoker: President & CEO



**2017**  
Print Communications:  
Government / Non-Profit  
Moab Travel Planner



**2017**  
Video Award in Travel & Tourism  
Uintah County: Origin of Adventure

**2017**  
Award of Excellence  
Promotional Campaign  
Uintah County: Origin of Adventure

**2018**  
Award of Distinction  
Integrated Campaign  
Tuacahn Amphitheatre

**2017**  
Award of Distinction  
Brochure - Business to Consumer  
Moab Travel Planner

**2018**  
Award of Distinction  
Promotional Campaign  
Uintah County: Origin of Adventure



**2017**  
Utah Valley Business  
Fastest Growing Companies  
Number 26: Relic



**2015**  
Best Ad Campaign  
Garfield County: Take Your Time

**2017**  
Marketer of the Year  
Relic

**2017**  
Communicator of the Year  
Relic

**2017**  
Award of Distinction  
Collateral - Book  
Uintah County: Origin of Adventure

**2017**  
Award of Distinction  
Video - Travel  
Garfield County: Take Your Time

**2018**  
Award of Distinction  
Travel / Tourism Website  
Wayne County

**2018**  
Award of Distinction  
Commercials  
Tuacahn: Center for the Arts

# KEY PERSONNEL

## EXECUTIVE TEAM

Overseeing each of our teams is Relic's executive team. However, unlike most C-suites, Relic's executive team plays an active role in developing and maintaining client relationships, understanding big-picture needs, and coaching team managers on how to excel in their positions. Put simply, they may not be involved in every day-to-day process, but they are never removed from the needs and goals of our clients.

### ADAM STOKER // PRESIDENT & CEO // SINCE 2016

Adam (along with Jordan and Colby) purchased Sorenson Advertising in 2016 and rebranded it as Relic, a callback to when ad agencies were built to drive sales for their clients. Building on his extensive foundation of agency experience, Adam continued the relationships he had built as an account manager at Sorenson and has refined the vision of the agency. Adam oversees all aspects of the business but takes special care to train the account management team. He enjoys interfacing with our clients (especially when that interfacing occurs on a golf course) and tries to remain as accessible as possible.

- Director of Client Services // Sorenson Advertising // 2014-2016
- Account Executive // Sorenson Advertising // 2011-2014
- Account Coordinator // ThomasArts // 2009-2011

### JORDAN BARKER // CHIEF DIGITAL OFFICER // SINCE 2016

Jordan was the first digital marketing hire at Pluralsight and laid the foundation for the monumental digital work they do there to this day. After buying the business with Adam in 2016, Jordan began laying that foundation at Relic for our clients. His expertise and involvement in the daily operations of our digital team have allowed us to build some truly incredible digital marketing engines. He oversees the general strategy and tactical execution of all digital campaigns and reviews all tracking and reporting to help determine long-term digital strategy.

- Director of Global Acquisition Marketing & Demand Gen // Pluralsight // 2014-2016
- Director of Online Marketing // Alliance Health Networks // 2010-2014
- Director of Business Development // Virtel Marketing, Inc. // 2008-2010

### COLBY REMUND // CHIEF CREATIVE OFFICER // SINCE 2016

Colby has worked as a creative professional in the ad industry since 2007, producing award-winning work for a variety of clients. In his role as Chief Creative Officer, Colby oversees the concepting, design, and execution of all creative tasks in the agency. Colby is known for his detail-oriented behavior, which is probably why he has such a strong creative eye. This very nature is what makes Colby the perfect man to lead Relic's creative team and ensure the delivery of the absolute best creative possible.

- Creative Director // Sorenson Advertising // 2011-2016
- Graphic Designer // utahGO // 2008-2011
- Graphic Designer // camp 166 // 2007-2011

### SASHA JACKSON // MEDIA DIRECTOR // SINCE 2018

In her role as Media Director on the executive team, Sasha oversees all aspects of media buying and plays a large role in the day-to-day strategy and execution of all media-related endeavors at Relic. As Media Director, Sasha applies her acute attention to detail and keen sense of what's hip-and-happenin' (industry term) to ensure that the right people are receiving the right messages at the right time through the right medium. She's definitely the right woman for the job.

- Account Manager // Relic // 2016-2018
- Account Manager // Chase Marketing Group // 2015-2016
- Marketing Coordinator // Digis High Speed Internet // 2012-2015

# KEY PERSONNEL

## ACCOUNT MANAGEMENT

The account management team serves as the intermediary between Relic and our clients. They will be the point of contact for all inquiries, both from your team to Relic and vice versa. They ensure that all client needs are communicated clearly to the team, set timelines, and ensure timely, accurate delivery of all projects.

### DAN COGBURN // ACCOUNT MANAGER // SINCE 2018

Dan is a diligent and attentive steward of his clients' needs. After graduating from the University of Utah, Dan launched immediately into account service and quickly mastered the nuances of the business. Armed with experience from servicing both local and national clients, Dan joined the Relic team ready for a new challenge. When he isn't getting to the office before everyone else, Dan enjoys hiking, skateboarding, playing tennis, and spending time with his family.

- Account Manager // EKR // 2018-2019
- Account Manager // Fluid // 2016-2018
- Junior Account Manager // Fluid // 2016

## PUBLIC RELATIONS & CONTENT

Led by gifted writer and former journalist Alex Sousa, Relic's PR & Content team excels in understanding our clients' stories and telling them in a way that commands respect and attention. Our PR writers have experience crafting newsworthy stories and pitching them to media outlets. Our content writers focus on driving potential customers through to conversion. No matter the project, Relic's PR & Content team will take your messaging to the next level.

### ALEX SOUSA // PUBLIC RELATIONS & CONTENT MANAGER // SINCE 2018

Alex Sousa is a former journalist who transitioned into the public relations domain. He's been writing professionally for the last decade and his experience working in different positions and locations around the world has given him vast insight and knowledge into the mass media, how it works and how to best utilize it. Leading the public relations & content team, Alex calls on his experience to strategically plan and position information for effective exposure.

- Writer/Editor // Freelance // 2014-2018
- Journalism & English Teacher // Jordan Public School District // 2017-2018
- Communication Specialist // Young Living Essential Oils // 2016-2017



# KEY PERSONNEL

## CREATIVE

All creative conceiving, design, and execution (including website design, ad versioning, copywriting, travel guides, etc.) flows through the creative team. This is the fun part of advertising—seeing your vision come to life in a way that will excite and engage. Working closely with the account management team, the creative team executes concepts discussed with the client and then revises as needed.

### COREY OSTLER // ART DIRECTOR // SINCE 2013

Corey is an experienced art director who specializes in solving creative problems with a fresh perspective and attention to detail. As the lead art director for Tuacahn Amphitheatre, Utah Valley Home Builders Association, Beehive Broadband and several other clients, he oversees all creative/design needs for the entirety of each brand.

- Freelance Art Director // Bandwidth Marketing // 2012-2013
- Jr Art Director // Marcus Thomas LLC // 2012



# STATEMENT OF QUALIFICATIONS

As stated earlier in this proposal, Relic is a full-service agency focused on tourism. Having served tourism clients for 6 years, we are uniquely positioned to understand the nuances and intricacies of marketing for a CVB like Laredo. We understand the interplay between hotels and CVBs, the importance of HOT revenue, how (and when and why) to work with key stakeholders, what drives people to travel, how to track success, and how to stimulate growth. And, most importantly, we know how to do the research that will give us precise answers to these questions instead of working off of anecdotal evidence or gut feelings.

In the RFP, LCVB states its goals to establish a stronger brand, develop more strategic messaging, and build a more positive perception of Laredo. As a full-service agency, we are equipped to fulfill on each of these needs. But, more pertinently, we have the industry experience and expertise to be a strategic partner in these endeavors, not just a transactional one. For instance, we can build out LCVB's personas (e.g., Texas snowbirds, history buffs, birdwatchers, etc.), which will serve as the basis for all messaging.

On pgs. 18-19 you can see sample campaigns we've done for some of our current clients. You'll see how we took a creative approach, built on a foundation of research, to solve each of these marketing needs. We are confident in our ability to partner with LCVB to dig deeper into the needs of the identified target audiences and craft messaging to encourage them to experience the hidden treasures Laredo has to offer.



# DIP YOUR TOE — A SITE VISIT & AUDIT

On the following pages we discuss how we'll fulfill the needs laid out in the RFP. However, what we'd like to propose first is a lower-cost first step. A first date, if you will, so you can see if we'd be a good fit before you fully sign on with us.

For \$2,500 we'll fly out to Laredo, meet your staff in person, see the sights and learn firsthand what the city has to offer. Then we'll do some market research (leveraging Wonder - see pg. 16) and build out personas based on our findings. We'll also perform an audit on your brand and provide initial recommendations.

If you like what we give you and would like to proceed, we'll credit the cost of the trip and the work toward your 2019 digital marketing budget with us.

If you'd like to go separate ways at that point, no harm no foul. You'll have a set of personas and branding recommendations you can use at a vastly reduced cost.

Let us know what you think about this first date option. We'd love to prove ourselves before you fully commit.



## Relic Recon

- On-site visit to Laredo
- Meet the team
- Persona creation and branding audit
- Recommendations based on the audit

..... **\$2,500**



# BRANDING

Developing a strong, unified brand that conveys the exciting things Laredo has to offer and will stand the test of time is of utmost importance. This effort is a specific goal of this RFP, but is one that is foundationally critical to LCVB's success. In this endeavor, Relic will function as a consultant, offering specific direction, feedback, and strategic thinking. Specifically, Relic will assist in the following ways:

## STYLE GUIDE CREATION

Relic will help LCVB develop a style guide that will serve as the standard for all branded materials—content, collateral, social media, website design, etc. This will include design elements like fonts, color palettes, and logo versioning as well as standards for brand voice, grammatical styles, and imagery.

This style guide can be refined as time passes to reflect changes in messaging based on campaign feedback.

## COMPLIANCE & IMPLEMENTATION

Relic will oversee implementation of the branding standards laid out in the style guide. As LCVB's employees develop marketing content, Relic will ensure that all elements are compliant with the brand's style and voice. This strict adherence to the outlined standards will enable LCVB to quickly and efficiently establish itself as a recognizable mainstay in the marketplace.

**In order to achieve these goals, Relic proposes the following processes:**

1. A regular brand implementation & compliance discussion as part of weekly or monthly phone calls
2. Regular creative direction check-ins with Colby Remund, Relic's Chief Creative Officer, to discuss the overall creative strategy of the brand
3. All branded assets developed by LCVB's team will be reviewed and approved by Relic before publishing.  
This may not need to occur in perpetuity, but will be especially needful for the first 6-12 months

## STORYTELLING

Relic will use the insights already gained from our initial discussions in conjunction with interviews with the LCVB team and market research to understand the current perception of Laredo in the marketplace. Coupled with needs identified while developing target audience personas (see pg. 14), Relic will propose brand storytelling that will help LCVB take control of and shift public perception. This storytelling will be executed through press releases, advertising creative, collateral like brochures and area guides, and other media. By building the brand story on a foundation of research, Relic and LCVB will ensure maximum effect as we partner to disseminate it through advertising.



# MARKETING

## Persona Development

As part of the preliminary research, Relic will work with LCVB to identify key target audiences. Relic will then leverage Wonder (see pg. 16) to gain valuable demographic and psychographic insights on these groups. Based on these findings, Relic will develop fully-fleshed personas that can serve as the basis for targeting all messaging and advertising. These personas will include the demographics and psychographics as described in the research, but will also specify needs that LCVB can aim to fulfill through its marketing. The final deliverable will be a PDF file that can be printed and used as a North Star to guide all marketing communications.

## Messaging Development

Once the needs of each persona have been identified, Relic will develop messaging options that will fulfill each persona's needs. We will partner with LCVB to refine and approve these messages before they are versioned into ads.

## Campaign Development

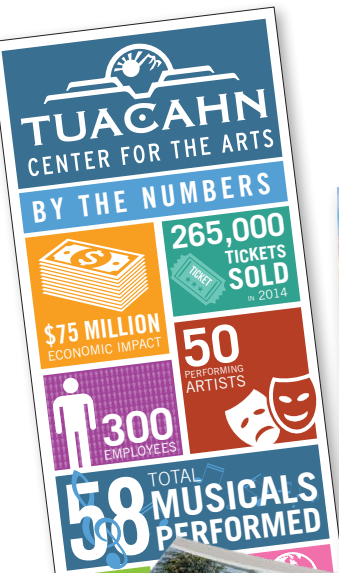
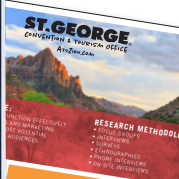
Once messaging has been developed, Relic will version out campaigns for each persona. This versioning will include developing ads for each selected medium, building cohesive campaigns that work together to increase brand visibility and improve perception. As soon as actionable data is available on campaign performance, Relic will evaluate campaign effectiveness and optimize messaging and creative for higher performance.



# DESIGN

Working hand-in-hand with LCVB, Relic's creative team will concept, create, revise, and execute cohesive advertising campaigns. Creative concepts will be built out, reviewed, and executed based on insights gained from the research and persona creation process (see pg. 14).

Once a campaign concept has been selected, Relic's creative team will go to work versioning out various advertising executions and collateral, as mentioned in the RFP. Whatever the execution, the team follows the same meticulous process of researching, concepting, revising, creating, and deploying creative work. Throughout the process, messaging and design will be approved, deployed, and honed as the Relic and LCVB teams work in tandem.



# ADMINISTRATIVE SERVICES

Every Relic client is provided with a specific set of resources and tools that helps facilitate maximum value. Within these administrative services are the following:

## DEDICATED ACCOUNT MANAGEMENT TEAM

To ensure client satisfaction, Relic assigns an Account Manager and Account Coordinator to each account. The Account Manager oversees strategy, relationship management, and expectations alignment. The Account Coordinator manages all agency and client projects internally

## REAL-TIME DASHBOARD

Relic will build out real-time dashboards that show campaign performance for each measurable marketing tactic. These are shared with your team so you can see up-to-the-minute data on how each tactic is performing. This data allows for real-time adjustments and optimization, helping us make your campaigns as effective as possible.

## WONDER

Relic has partnered with Wonder, an innovative knowledge delivery platform that has revolutionized the process of gathering secondary research. Wonder allows a user to ask any question, then have that question researched and answered by a team of research analysts. These questions can range from broad ("What are the top tourism destinations in Texas?") to specific ("Have perceptions of Laredo changed since 2014?"). Relic will leverage this partnership to supplement the findings from the primary research efforts in order to build a comprehensive analysis of your marketplace positioning, along with any research questions you may have throughout the year.



# 12 THINGS TO DO THIS WINTER IN CAPITOL REEF COUNTRY

In Capitol Reef National Park and surrounding areas, it's still possible to enjoy the scenic landscape without the crowds, especially during the wintertime. The mild weather ensures adventure seekers, nature lovers and first-time visitors can spend a few days discovering the charm and character of Capitol Reef National Park without the crowd.

To start you off, here are 12 excursions to try this winter.

## 1. HIKE THE WATERPOCKET FOLD

This 100-mile long buckle provides endless cliffs, arches, canyons and colorful rock formations ready to hike or canyoneer. It's no wonder Forbes magazine listed this as one of the best "secret hikes" in all of the US National Parks.

## 2. TAKE AN ATV GUIDED TOUR

With hundreds of miles of diverse terrain available, visitors can choose a trail that matches their pace, from relaxing rides to white-knuckled adventures. Some outfitters are available year-round for guided day trips on ATVs.

## 3. TAKE A SCENIC DRIVE ON CATHEDRAL ROAD

Scenic overlooks of the desert floor and alpine mountains have been enthralling visitors for decades. Stop by the Capitol Reef Visitor Station or call (435) 425-3791 for road conditions.

## 4. PHOTOGRAPHY AT SUNSET POINT AND GOOSENECK OVERLOOK

At Sunset Point and Gooseneck Overlook, shutterbugs appreciate the warm earth tones of the rocks. The reflecting light from the river and the silhouettes cast from monolithic rock formations create extraordinary visual texture that can only be found in this unique landscape.

## 5. HIKE THE CHIMNEY ROCK TRAIL

Located on the western end of Highway 24, this 3.5-mile hike peaks in plenty to see. Thousand Lakes Mountain to the west and Boulder Mountain to the south frame the view around you. Always close by are distinctive, multi-hued rocks that define Capitol Reef National Park.

## 6. HORSEBACK RIDING ALONG ROBBERS ROOST

Capitol Reef is home to numerous horse trails,

# OTHER PROJECTS

- Relic will work with LCVB to identify other projects that would be beneficial for furthering the organization's goals of increasing brand awareness and improving perception. This is a collaborative process and Relic will act as a strategic partner and consultant in regard to these efforts.
- One project mentioned in the RFP is creating a destination video. Relic would be happy to scope this project, including managing the logistics of the shoot, editing and producing the video, and recommending channels for distribution (e.g., social, broadcast, etc.).



Annual Reports



Destination Videos

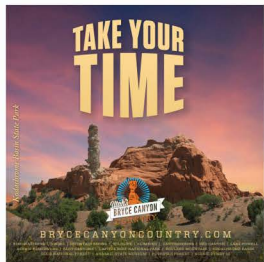




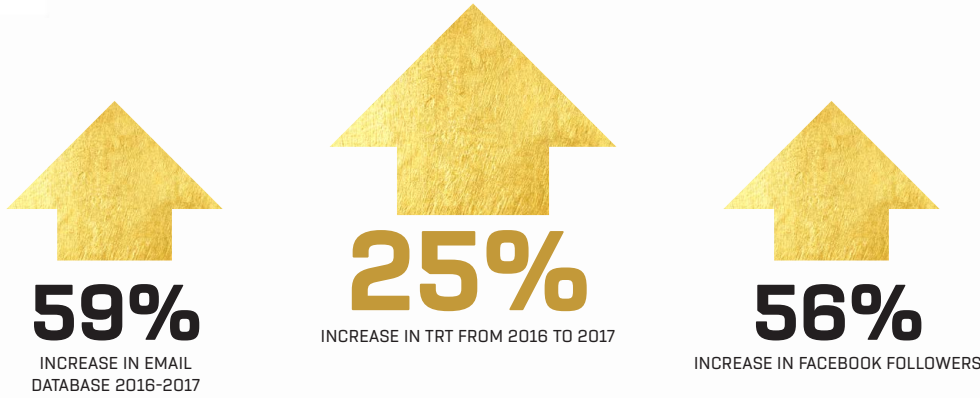


# EXAMPLE PROJECT 1

Garfield County Tourism hired Relic to help make its brand message consistent. Relic's team replaced much of their outdated print advertising with digital creative. In 2014, Garfield challenged the team to create a campaign that would help convince visitors to stay longer in the county. In response, Relic launched the "Take Your Time" campaign. Through this effort, the TRT increased by 15.8 percent in 2015 and an additional 8 percent in 2016.



Digital Ads



Web Design



Print Ad



Travel Guide





## EXAMPLE PROJECT 2

After hearing of the success of the "Take Your Time" campaign, Uintah County Tourism approached Relic with a different problem. The county was having a difficult time attracting families with its campaign based on photos of the Wall of Bones. Thus the "Origin of Adventure" campaign was born, featuring the well-beloved dinosaurs, Vern and Al. Even after an economic crisis in Vernal, visitation numbers in Uintah County increased by 11.4 percent during May, the county's busiest month.



**13,000**

VERN & AL STORYBOOKS  
DISTRIBUTED TO KIDS



**116%**

LEAD VOLUME

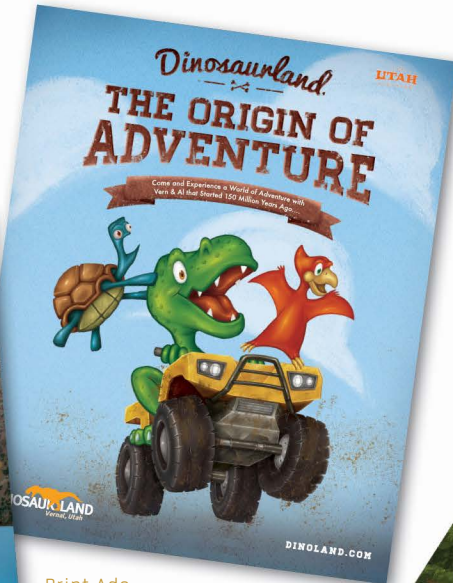
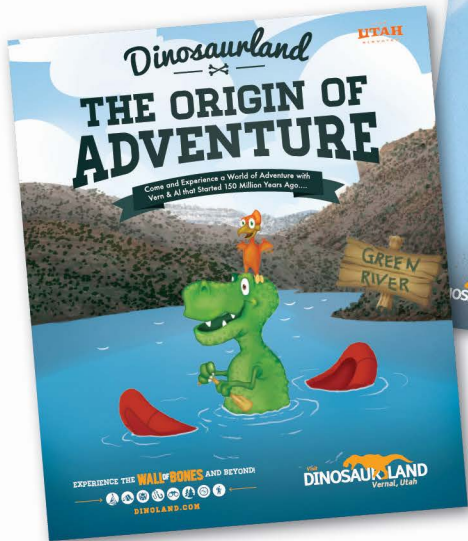


**179K**

THE VERN & AL VIDEO HAS OVER  
179,000 VIEWS ON YOUTUBE



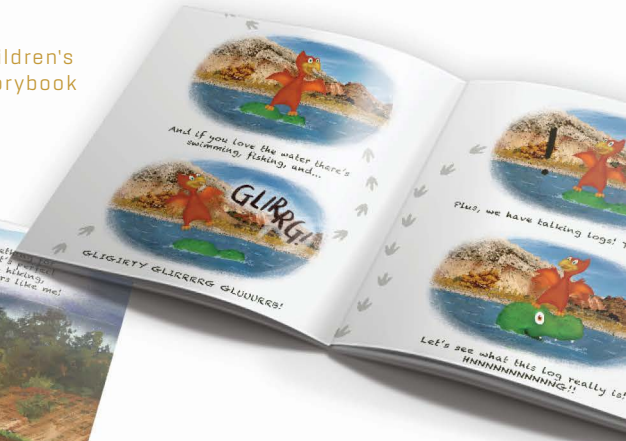
Character Design  
& Illustration



Print Ads



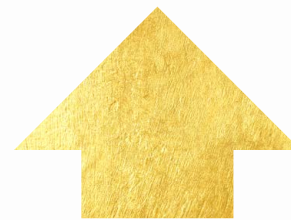
Children's  
Storybook





**97%**

INCREASE IN SEASON PACKAGES  
REVENUE SINCE 2015



**\$684K**

2017 SINGLE TICKET REVENUE  
INCREASE OVER 2016

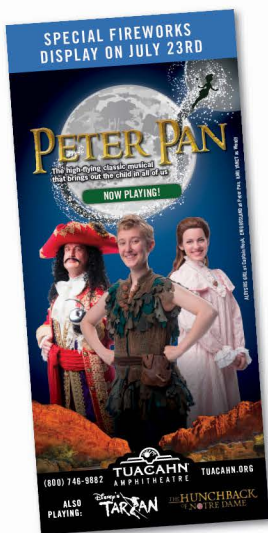


**85%**

INCREASE IN SEASON PACKAGES  
SOLD SINCE 2015

## EXAMPLE PROJECT 3

In 2013, Tuacahn Amphitheatre hired Relic for a small creative refresh. A couple months later, Tuacahn came back to ask Relic to do more creative work. By the end of the year, Relic's team started buying TV and radio spots while acting as a consultant for other buys. The following year, Relic took over Tuacahn's entire marketing budget. The team now provides showstopping creative, digital, media and social media services for the popular venue.



Newspaper Ads





# DESTINATION REFERENCES

## **FALYN OWENS // EXECUTIVE DIRECTOR**

**Garfield County Office of Tourism // 435-676-1160 // [falyn@brycecanyoncountry.com](mailto:falyn@brycecanyoncountry.com)**

As shown on pg. 18, Relic took an insight gained from research—people weren't spending enough time at Bryce Canyon—and crafted a campaign to specifically address that need. The work Relic has done for Garfield County has increased their lodging tax revenue and overall visitation significantly.

## **RHONDA SALISBURY // CEO/FILM COMMISSIONER**

**Yosemite/Madera County Film Commission // 559-683-4636 // [rhonda@yosemitethisyear.com](mailto:rhonda@yosemitethisyear.com)**

Having seen the success of the Origin of Adventure campaign for Uintah, Madera County hired Relic for an animated campaign of their own. This branding initiative is still in the works, but the relationship built with Madera is already proving successful.

## **LESHA COLTHARP // EXECUTIVE DIRECTOR**

**Uintah County Travel & Tourism Director // 435-781-6765 // [lcaltharp@uintah.utah.gov](mailto:lcaltharp@uintah.utah.gov)**

Based on an insight gained from research, Relic put together a campaign to target families, a previously-untapped market for Uintah County. As described on pg. 19, Relic built the Origin of Adventure campaign, which performed extremely well for the county.

## **STEPHANIE FINCK // MARKETING DIRECTOR**

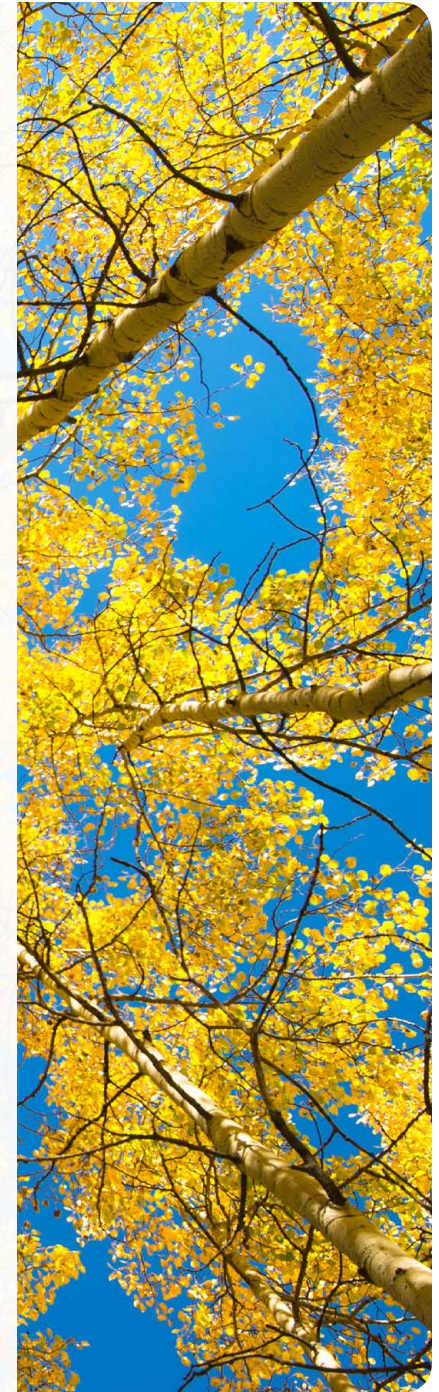
**Tuacahn Center for the Arts // 435-652-3207 // [sfinck@tuacahn.org](mailto:sfinck@tuacahn.org)**

Relic has worked with Tuacahn for several years, building the relationship and expanding the services offered over that time. Recently, Relic helped Tuacahn achieve a 1,378% return on investment for their 2018 72 Hour Sale, a 32% increase in sales over the previous year's sale.

## **NATALIE RANDALL // DIRECTOR**

**San Juan County Tourism // 571-234-4449 // [nrandall@sanjuancounty.org](mailto:nrandall@sanjuancounty.org)**

Pertinent to this RFP, Relic does quite a bit of PR work for San Juan County (along with other advertising tactics). This work has helped increase San Juan's visibility and perception among the public as well as drive traffic and revenue.



# PRICING

## A LA CARTE PRICING

Below are our estimated a la carte prices for each of the creative tactics specified. As a note, we would need to understand the full scope of each of these tactics before we could offer an exact price, but these are our best estimates. Our hourly creative fee is \$125/hr, which should help inform the exact price. Thank you for your understanding in our scoping methodology.

TACTIC	HOURS ESTIMATE	ESTIMATED PRICE	DELIVERABLE
PRINT - Full page	8-10 hours	\$1,250	Initial Concept, Design, Revisions
PRINT - Half page	3-4 hours	\$500	Versioned
PRINT - 1/4 page and smaller	3-4 hours	\$500	Versioned
DIGITAL - 300x250	3-4 hours	\$500	Versioned
DIGITAL - 728x90	3-4 hours	\$500	Versioned
DIGITAL - 960x90	3-4 hours	\$500	Versioned
DIGITAL - 300x600	3-4 hours	\$500	Versioned
BILLBOARDS	3-4 hours	\$500	Versioned
COLLATERAL - rack cards	2-3 hours (Qty. 1)	\$375	2-3 hours per card
COLLATERAL - maps	TBD	\$125/hr	Depends on scope
COLLATERAL - trade show booth	4-6 hours	\$750	Design (production is separate)
COLLATERAL - brochure	TBD	\$125/hr	Depends on scope
COLLATERAL - postcards	2-3 hours (Qty. 1)	\$375	2-3 hours per card

# PRICING

## FEE STRUCTURE

We have laid out our fee structures on the following pages, as requested. We have selected the services that were most pertinent to the work requested in this RFP. If pricing for different services is requested, we can provide packages for those services.

We can build a custom plan for Laredo based on these package prices, if desired. Alternatively, given an annual budget, Relic can craft a plan with a monthly retainer that would hit a specified dollar amount. For the purposes of this RFP, and as requested, we have provided our fee structure here, but we would be happy to build out a custom plan for LCVB.

## ADMINISTRATIVE SERVICES

ADMINISTRATIVE SERVICES	ANNUAL BUDGET	MONTHLY RETAINER
<ul style="list-style-type: none"> <li>• Account Management</li> <li>• Market Research</li> <li>• Dashboards</li> <li>• Client Portal</li> </ul>	>\$200k	\$500
	\$201k-\$500k	\$1,000
	\$500k+	\$1,500

## BRANDING SERVICES

BRANDING SERVICES	BUDGET
<ul style="list-style-type: none"> <li>• Strategy Consulting</li> <li>• Brand Management</li> <li>• Logo Design/Implementation</li> <li>• Style Guide Development</li> </ul>	\$5,000/month



# PRICING

## CREATIVE SERVICES

CREATIVE SERVICE OPTIONS	PACKAGE A \$1,500.00	PACKAGE B \$3,000.00	PACKAGE C \$5,000.00
Campaign Concepts	Annual	Quarterly	Monthly A/B Testing
Ad Versioning	Included	Included	Included
Design Hours	10-12/month	23-30/month	45-55/month
Brand Management/Consulting	No	Yes	Yes
Style Guide Creation	No	Yes	Yes
Weekly Status Call	No	Yes	Yes
In-Person Meetings	No	Quarterly	Quarterly
Persona Creation	No	No	Yes
Sales Collateral Creation	Yes	Yes	Yes
Signage/Local Material Design	Yes	Yes	Yes
Miscellaneous Design Items	Yes	Yes	Yes

## PUBLIC RELATIONS SERVICES

PUBLIC RELATIONS SERVICE OPTIONS	PACKAGE A \$1,250	PACKAGE B \$2,000	PACKAGE C \$2,750
Press Releases	Monthly	Monthly	Monthly
Pitches	Monthly	Monthly	Monthly
Earned Media Monitoring & Reporting	Included	Included	Included
Media Relations	Included	Included	Included
Messaging/Branding Strategy	Included	Included	Included
Earned & Owned Content Strategy	No	Yes	Yes
Content Syndication	No	Yes	Yes
Launches	No	Yes	Yes
Sentiment Monitoring	No	No	Yes
Event Planning	No	No	Annual
Internal Communication Solutions	No	No	Yes
Crisis Communication	No	No	Yes

# PRICING

## MEDIA SERVICES

MEDIA SERVICE OPTIONS	BUDGET UNDER \$250K
One-Time Premium Including: Market research, current media evaluation and recommendations.	\$5,000
Media Negotiation & Placement	If used, \$5,000 premium is credited back on next Relic invoice. 15% media commission is applied on most media placed.*

MEDIA SERVICE OPTIONS	BUDGET \$250 - \$500K
One-Time Premium Including: Market research, current media evaluation and recommendations.	\$7,500
Media Negotiation & Placement	If used, \$5,000 premium is credited back on next Relic invoice. 15% media commission is applied on most media placed.*

MEDIA SERVICE OPTIONS	BUDGET OVER \$500K
One-Time Premium Including: Market research, current media evaluation and recommendations.	\$10,000
Media Negotiation & Placement	If used, \$5,000 premium is credited back on next Relic invoice. 15% media commission is applied on most media placed.*

*\*Some digital partners, outdoor and sponsorship placement includes up to 20% commission.*





# CREATIVE APPENDIX

As requested in the RFP, on the following pages are additional examples of creative work not shown elsewhere in this proposal. Each creative execution is the result of research, determining the effectiveness of the medium and message before it was launched. Full run-downs on each of these tactics and campaigns are available upon request.

# PRINT ADS

THERE'S NIGHTLIFE AND THEN THERE'S  
**NIGHTLIFE**  
 AT THE GATES OF BRYCE

EXCLUSIVELY AT RUBY'S INN  
*The closest lodging to Bryce Canyon*

RUBY'S INN CENTENNIAL  
 RUBYINN.COM  
 888.866.6616

**LOVE, DEATH,**  
**DEATH,**  
 & Everything In Between

THAT'S US  
**UTAH SHAKESPEARE FESTIVAL**  
 BARD.ORG | 800-PLAYTIX

OUR 2014 SEASON OF **HENRY IV PART ONE** | **SWIFTLY NIGHT**  
**ROBIN GOODEN** | **SHAKESPEARE** | **THE FINAL SCENERY** | **INTO THE WOODS**  
**HEAVEN FOR HELLBONE** | **THESE AND THOSE** | **THE COMPANY OF MEN**

Utah Shakespeare Festival  
 UTAH SHAKESPEARE FESTIVAL  
 UTAH SHAKESPEARE FESTIVAL  
 UTAH SHAKESPEARE FESTIVAL

THERE IS A PLACE...

WHERE **CHAINS**  
 WILL TAKE YOU TO *Heaven*

ALPINE COUNTRY  
 ZION NATIONAL PARK

ST. GEORGE UTAH  
 EVERYTHING FROM A TO ZION  
 VisitStGeorge.com

YOUR BUSINESS

**THE HIVE EFFECT**

High-speed business internet plans starting at  
**\$99.95 /MO\***

5G LTE | CLOUD | SECURITY

Your customers depend on you and you depend on a connection that works as hard as you do. With Beehive Broadband, there's no limit to what your business connection can do. Our network is powerful enough to support the technologies of tomorrow, giving you a competitive edge today.

435-837-6000 • BEEHIVE.NET/BUSINESS

BEEHIVE BROADBAND

**FRAME YOUR FUTURE**  
 at the 2015 St. George Area Parade of Homes  
 FEBRUARY 13-22

25th Anniversary

Imagine a picture frame, you find the perfect home you've always wanted. Discover that your house is just what you need to build a future never been able to find. A floor plan that multiplies your space with complete with features that make life wonderful. This 2015 St. George Area Parade of Homes offers just this. Frame your future by visiting our 28 homes under the sun and blue sky of St. George, Utah. Frame a home full of ideas, innovations, floor plans and homes that turn your dreams into reality.

2015 SPONSORS  
 ZIONS BANK | SPECTRUM | QUESTIA | BRYCE CANYON COUNTRY

St. George PARADE HOMES  
 FEBRUARY 13-22  
 PARADEHOMES.COM

GO **BEYOND THE BONES**

THEY DIED HERE FOR A REASON.

The dinosaurs may have been prehistoric, but they knew what their next drink was. They found a gem in Eastern Utah and passed so long to catch them all, and they're still here, but what they need to go beyond the bones to experience everything the area has to offer.

DINOSAUR LAND  
 Vernal, Utah  
 DINOLAND.COM

You'll want to stay forever... the dinosaurs did!  
 3 SHALE PARKS • HIKING • BOATING • FISHING • INCREDIBLE SCENERY

UTAH COUNTRY

**DAY TRIPS For Dads**

4:00 AM GROSSENDOR ARCH  
 NOON LUNCH IN TROPIC  
 10:00 AM TROPIC RESERVE

TAKE YOUR TIME

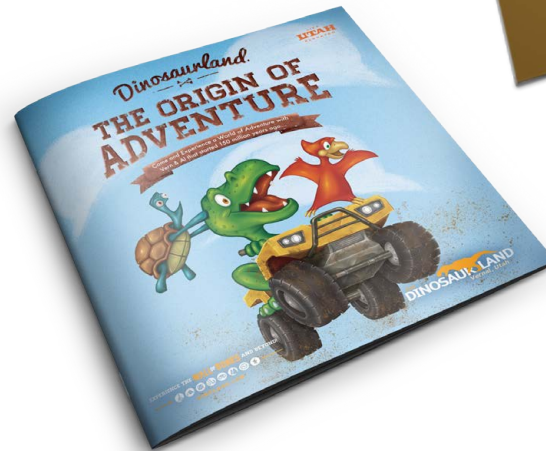
BRYCECANYONCOUNTRY.COM | 800.444.6689

BRYCE CANYON COUNTRY

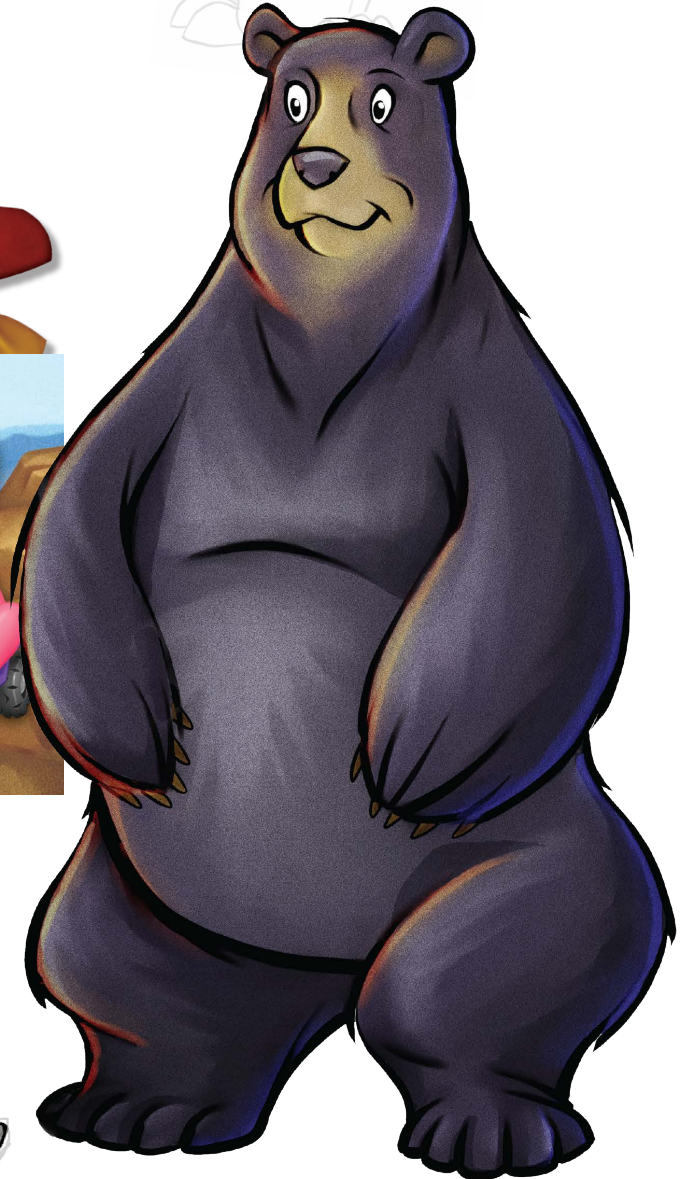
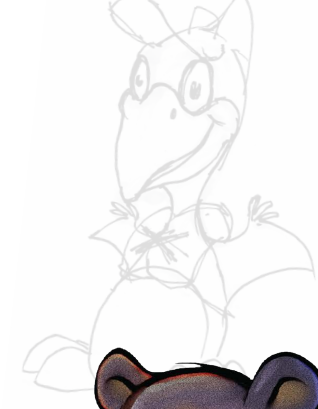
**FUN**  
 GREATER THAN  
**HOMESCHOOL**

Brian Head RESORT

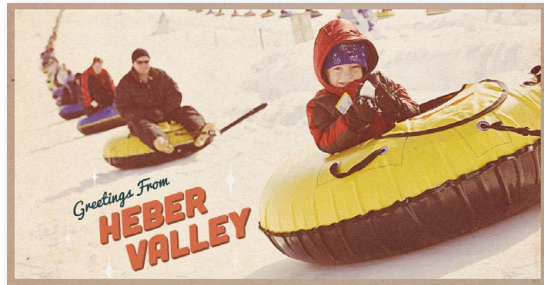
# BROCHURES



# ILLUSTRATION/CHARACTER DESIGN



# DIRECT MAIL



**TDS** 111 W. 700 South  
 St. George, UT 84770

**30 DAY MONEY BACK GUARANTEE**

Hello neighbor,

Two years ago, we arrived in St. George with a plan to upgrade infrastructure and improve services. Since then, we've strengthened our network, increased internet speeds, introduced an all-digital platform and launched a whole-home DVR.

We're proud of what we've done. And our customers in St. George have noticed, voting us Best Internet Provider in Southern Utah in the Spectrum.

We think you'd like us, too.

In fact, we're so confident in the hard work and resources we've poured into St. George, we're offering a **30-day money-back guarantee.\***

No catch. No strings attached. Try it for a month, and if you're not happy we'll give you your money back.

**BUNDLE INTERNET with ANOTHER SERVICE & pay just \$29.95/mo. FOR 2 YEARS\***

Ultra 60 Internet Speeds up to 60 Mbps 24/7 tech support	✓	Call for bundle pricing Expanded TV: 125+ channels (see other side for lineup) Unlimited Phone: Unlimited local and long-distance calling
--	---	---

**Price locked until 2019! No contract to sign!**

\*New offer ends 12/31/2016. 11/25/2016/11

**Get in touch: 1-844-474-5177 | HelloTDS.com/tryus**



# DIGITAL ADS

**Bryce Canyon Country**  
Sponsored

BREAK FREE from the summer grind and endless heat!

- Blaze trails for endless days**  
Mountain Biking [Learn More](#)
- Cool off from the flames of life**  
Calf Creek [Learn More](#)
- Discover thrills of a lifetime**  
Rappelling [Learn More](#)
- See things from a different elevation**  
Horseback Riding [Learn More](#)
- Home of many weekend adventures**  
Bryce Canyon [Learn More](#)

Like Comment Share

**Workfront**  
Sponsored

Become a marketing baller with our Complete Guide to Agile Marketing. Get it now!

**The Complete Guide to Agile Marketing**  
Agile is revolutionizing marketing work management. Ready to join the team of mar...  
WORKFRONT.COM [Learn More](#)

Like Comment Share

**ProofHQ**  
Sponsored

Is your digital creative process performance lacking? Download our free Rich Media eBook today.

**Revitalize your creative process!**  
ProofHQ is the cure for all your proofing woes. Deliver more creative content, for more channels, in less time, without sacrificing quality, brand integrity or results.  
PROOFHQ.WORKFRONT.COM | BY PROOFHQ LTD. [Download](#)

Like Comment Share

**BREAK FREE**  
from the SUMMER GRIND and ENDLESS HEAT  
[BOOK NOW](#)

**BREAK FREE**  
from the SUMMER GRIND and ENDLESS HEAT  
[BOOK NOW](#)

**BREAK FREE**  
from the SUMMER GRIND and ENDLESS HEAT  
[BOOK NOW](#)

**BREAK FREE**  
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**BREAK FREE**  
from the SUMMER GRIND and ENDLESS HEAT  
[BOOK NOW](#)

**BREAK FREE**  
from the SUMMER GRIND and ENDLESS HEAT  
[BOOK NOW](#)

**THE REAL THING**  
VISIT THE REAL THING  
DINOSAUR NATIONAL MONUMENT

**THE REAL THING**  
VISIT THE REAL THING  
DINOSAUR NATIONAL MONUMENT

**THE ORIGIN OF Adventure**

**THE ORIGIN OF Adventure**

**RELIC**

WE'RE WORTH OUR WEIGHT IN GOLD

290 N UNIVERSITY AVE // PROVO, UT 84601

801.692.7345 // [Relicagency.com](http://Relicagency.com)



**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Ramon E. Chavez, P.E., City Engineer; Graciela S. Briones, Asst. Parks and Leisure Director

**SUBJECT**

Consideration for approval of the Bartlett Sports Complex Park Basketball Metal Shade – District V as complete, release of retainage, and approval of final payment in the amount of \$15,200.00 to ALC Construction Co., Inc, Laredo, Texas. Final construction contract amount is \$152,000.00. Funding is available in 2017 CO Bond.

**PREVIOUS COUNCIL ACTION**

On December 21, 2018, City Council awarded a construction contract to the lowest bidder ALC Construction Co., Inc, Laredo, Texas, in the amount of \$152,000.00 (which included the base bid and additive alternate nos. 3, 4, 5 and 6) for the Bartlett Sports Complex Park Basketball Metal Shade – District V with a construction contract time of one hundred fifty (150) calendar Days.

**BACKGROUND**

The original project consisted of ADA accessible metal shade structure to include lights over the existing basketball court in the City of Laredo “Bartlett Sports Complex Park – District V”. Approximate structure dimensions, 66 feet wide by 100 feet long located at Bartlett Avenue and Gale Street.

Plans and specifications were prepared by in-house by the Engineering Department.

Original construction contract amount (Approved by City Council on December 21, 2018)	\$152,000.00
Final construction contract amount	\$152,000.00

The project was completed within the contract time allotted.

**COMMITTEE RECOMMENDATION**



N/A.

**STAFF RECOMMENDATION**

Approval of Motion.

---

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** 2017 CO BOND ISSUE  
**Account #:** 471-9822-535-4779  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

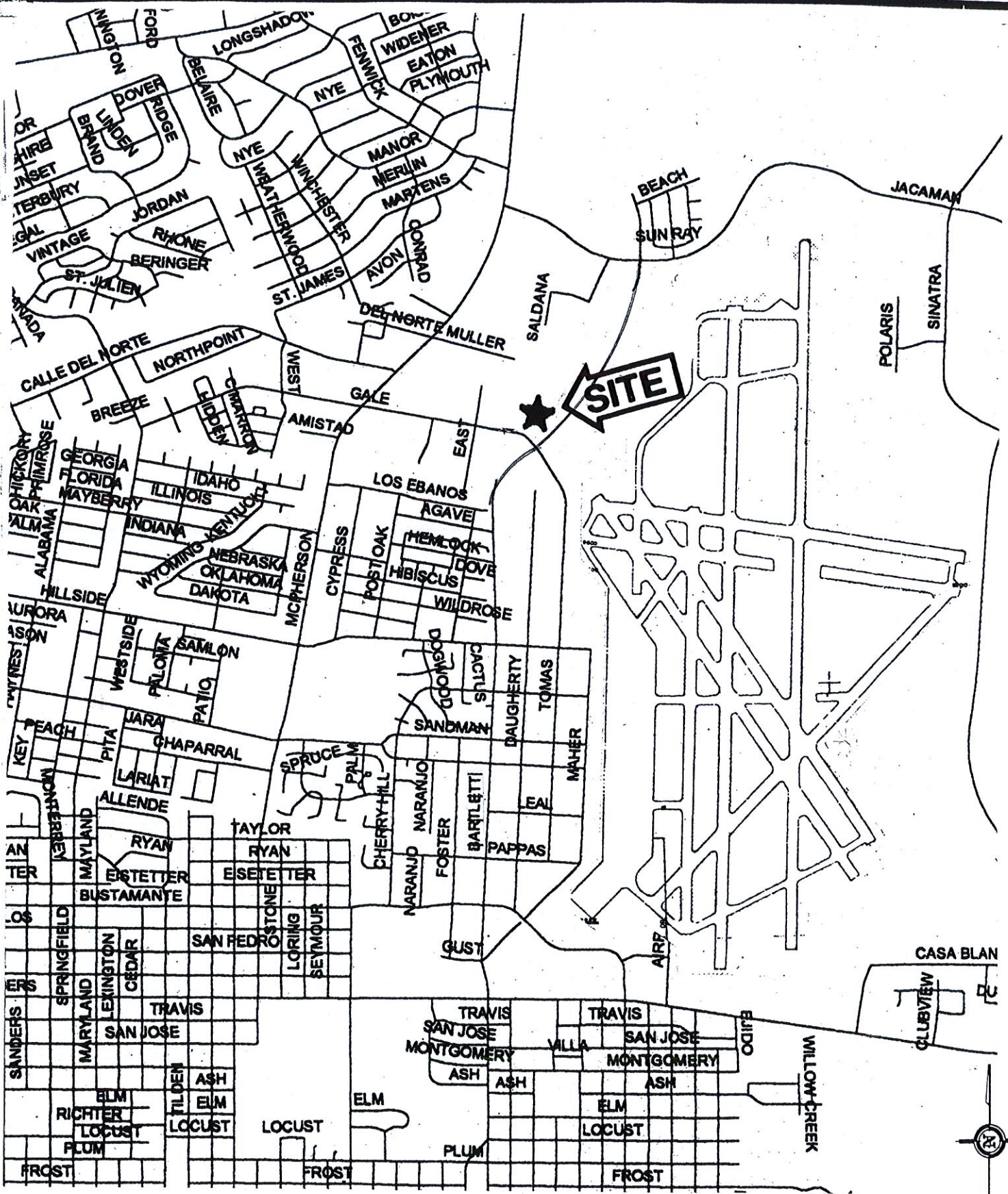
Funding is available in the 2017 CO Bond account number 471-9822-535-4779  
- Bartlett Shade - Project #D51901.

---

**Attachments**

Site Map

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CONSIDERATION FOR APPROVAL OF THE BARTLETT SPORTS COMPLEX PARK  
 BASKETBALL METAL SHADE-DISTICT V AS COMPLETE, RELEASE OF REATAINAGE  
 AND APPROVAL OF FINAL PAYMENT

City Council Meeting  
 May 5, 2019

**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:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** John Porter, Environmental Services Director

**Staff Source:** John Porter, Environmental Services Director

---

**SUBJECT**

Approval of selection of consultant of and authorization to negotiate a professional services contract to provide consulting services for design and preparation of plans and specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

NA

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The stream banks adjacent to the Fasken Recreation Center are experiencing severe erosion due to a composition comprising mainly of river silt. The City of Laredo is seeking the design and preparation of plans and specifications utilizing alternate technologies to keep the stream bank's natural aesthetic as well as preventing erosion to approximately 590 linear feet (320 linear feet on the North bank and 265 linear feet on the South bank).

An RFQ was issued for qualified firms which were recieved on March 15, 2019.

Three (3) firms submitted responses:

- CEC Engineering
- AZ&B Engineering
- Slay Engineering

Staff from Environmental Services, Traffic, Utilities, Engineering, and Building graded the responses and Staff is recommending selection of CEC Engineering.

**COMMITTEE RECOMMENDATION**

NA

## STAFF RECOMMENDATION

Staff recommends selection of CEC Engineering.

---

### Fiscal Impact

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact at the moment.

---

### Attachments

Fasken\_RFQ

FaskenGrading

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# CITY OF LAREDO

## Environmental Services Department

### Request for Qualifications

**Project: Provide Design and Preparation of Plans and Specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.**

The City of Laredo will solicit and receive qualifications until 4:00 P.M., on Friday, March 15, 2019 from qualified Consultants interested in providing Design and Preparation of Plans and Specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.

#### BACK GROUND:

##### Project:

The stream banks (see attached aerial) adjacent to the Fasken Recreation Center are experiencing severe erosion due to a composition comprising mainly of river silt. The City of Laredo is seeking the design and preparation of plans and specifications utilizing alternate technologies to keep the stream bank's natural aesthetic as well as preventing erosion to approximately 590 linear feet (320 linear feet on the North bank and 265 linear feet on the South bank).

Scope of Services include, but not limited to:

- Survey, design, cost estimates, and preparation of plans and specifications and bid documents.
- Utility review and coordination.
- Prepare and submit any Army Corps of Engineers correspondence if needed.
- Utilize the most cost effective alternate stream bank stabilization technology.
- Manage and provide all construction oversight.
- The design shall meet all City, State, and Federal guidelines/requirements.

## Submission of Qualifications

Provide five (5) copies (including one unbound copy suitable for photocopying) of submittals and must contain the following information:

- 1 One page letter of interest that includes a synopsis and qualifications of the prime firm and sub-consultants, the project manager and primary contact, and the project principle representing the contractual authority of the firm.
- 2 An Organizational chart showing the prime consultant and subconsultants, the proposed relationships between key personnel and support staff who are expected to participate on the project, and which aspects of the work each person will be responsible for performing.
- 3 Profile(s) of firm or team members including number of employees, location, and relevant experience working on similar projects within the last two (2) years. Describe the firm's or team members experience with local governments or other public agencies in the development of similar projects.
- 4 Resumes of the project manager, principal and staff identified as having a major role in the project.
- 5 Provide a brief description of all firms participating in this submittal and its ownership structure. Indicate percentage ownership by women and minorities.
- 6 A description of the proposed approach to the use of alternate materials.
- 7 A detailed timeline for completing the projects.
- 8 Project descriptions for three (3) recent projects of a similar scope performed by the project manager, principal or team members within the last two (2) years. Provide the name of the client (include contact information), description of services provided, key personnel involved, year the project was completed, and estimated cost.
- 9 Disclose any material agreements, relationships, or employment your firm or team members has with any other firm, government agency or other person or entity that may create a conflict of interest or the appearance thereof.

## SELECTION PROCESS AND CRITERIA

### Process

The City Manager will assemble a review committee to evaluate all responses to this Request for Qualifications. From this review, the committee may select a consultant(s) solely on the basis of submittals, or may additionally identify a short list of individual or team candidates for possible interviews. The committee may contact any or all respondents to clarify submitted information. Upon selection of a firm, firms or individuals based on its evaluation of the respondent's submission, the City will negotiate a scope of services and other terms and conditions of an agreement with the selected firm(s). City intends to evaluate the submissions received and to select one or more firms with in thirty (30) days.

### Selection Criteria

The City will select the consultant team(s) or individuals that most successfully meet the criteria listed below. The selection criteria and weighting is shown below:

- 1 Demonstrated experience of the consultant team(s) or individuals in the design, and implementation of alternate technologies for similar projects. (40 points)
- 2 Capacity of the team to provide the full range of project management skills needed and to adequately respond to scope requirements. (30 points)
- 3 Qualifications of the key individual(s) and or sub-contractors proposed to provide these services and the overall approach to the project and evidence of the Team's ability to generate creative solutions. (30 points)

### Important Considerations

The City reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public best interest, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information which the City deems necessary, 5) extract, combine, and delete elements of individual submittals and to negotiate jointly or separately with individual proposers with respect to any or all elements of the proposal.

This Request for Qualifications does not obligate the City to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for qualifications. The City, encourages local participation and may give preference to Laredo firms when all considerations with other firms are equal. Firms submitting interest statements should be ready to contract within five (15) days after notifications of recommendation for award. The City of Laredo reserves the right to reject any or all submittals received and to award contract only upon availability of funding.

City may choose to negotiate separate contracts for the projects and may choose to select different firms for the individual projects.

Questions concerning the RFQ should be directed to Mr. John Porter, Director at 956-794-1650. Interested consultant firms should submit the qualifications consisting of the minimum number of typewritten pages sufficient to provide necessary information to:

John Porter, Director  
Environmental Services Department  
619 Reynolds Street;  
Laredo, Texas 78040  
(956) 794-1650





## **PUBLIC NOTICE**

### **REQUEST FOR QUALIFICATIONS**

**Project: Provide Design and Preparation of Plans and Specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.**

The City of Laredo will solicit and receive qualifications until 4:00 P.M., on Friday, March 15, 2019 from qualified Consultants interested in providing Design and Preparation of Plans and Specifications to prevent erosion of stream bank by Fasken Recreation Center utilizing alternate technologies such as rock-filled gabions, vegetative geo-grids, vegetative rip-rap etc. for stream bank protection.

#### **BACK GROUND:**

##### **Project:**

The stream banks (see attached aerial) adjacent to the Fasken Recreation Center are experiencing severe erosion due to a composition comprising mainly of river silt. The City of Laredo is seeking the design and preparation of plans and specifications utilizing alternate technologies to keep the stream bank's natural aesthetic as well as preventing erosion to approximately 590 linear feet (320 linear feet on the North bank and 265 linear feet on the South bank).

##### **Scope of Services include, but not limited to:**

- Survey, design, cost estimates, and preparation of plans and specifications and bid documents.
- Utility review and coordination.
- Prepare and submit any Army Corps of Engineers correspondence if needed.
- Utilize the most cost effective alternate stream bank stabilization technology.
- Manage and provide all construction oversight.
- The design shall meet all City, State, and Federal guidelines/requirements

The consultant(s) selected must have demonstrated prior experience in designing and utilizing alternative technologies for similar projects.

Interested consultant firms should submit Five (5) copies (including one unbound copy suitable for photocopying) of submittals and must contain the minimum number of typewritten pages sufficient to provide necessary information to:

John Porter, Director  
Environmental Services Department  
619 Reynolds Street;  
Laredo, Texas 78040  
(956) 794-1650

Firms submitting interest statements should be ready to negotiate a contract within fifteen (15) days after notifications of recommendation for award.

The City of Laredo reserves the right to reject any or all submittals received and to award contract. Questions concerning the Request for Proposal should be directed to Mr. John Porter, Director at 956-794-1650.

**Fasken Erosion RFQ Grading**

<b>Department</b>	<b>CEC</b>	<b>AZ&amp;B</b>	<b>Slay</b>
Environmental	100	94	93
Traffic	94	85	79
Building	91	85	74
Engineering	80	91	70
Utilities	100	93	94
<b>Total:</b>	<b>465</b>	<b>448</b>	<b>410</b>
Selection Place:	1	2	3

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Ronald "Ron" Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY19-051 for the purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs to the sole bidder Family Chevrolet, Laredo, Texas in an amount up to \$ 100,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Funding for the additional extensions is subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received one (1) bid through Cit-E-Bid for awarding an annual contract for the purchase of Chevrolet/GM OEM captive parts for the City's fleet vehicles. This contract establishes a percentage discount on original equipment manufacturer parts. A recommendation is being submitted to award this contract to the sole bidder, Family Chevrolet.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month

to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Bid Summary:

Section I Price Schedule	Family Chevrolet
%Discount Offered	Cost + 30% Markup GM Parts Dealer Cost Plus 30% Non-GM Parts
Product I.D. (Mfr.)	Ford & Chevrolet

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	Fleet
<b>Account #:</b>	593-2810-533-2071
<b>Change Order: Exceeds 25% Y/N:</b>	

**FINANCIAL IMPACT:**

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

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**Attachments**

FY19-051 Contract  
Bid Tab FY19-051

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**FY19-051 Chevrolet/GM OEM Parts**  
**FAMILY CHEVROLET**  
**Supplier Response**

**Event Information**

Number: FY19-051 Chevrolet/GM OEM Parts  
Title: FY19-051 Chevrolet/GM OEM Parts  
Type: Request For Bid  
Issue Date: 3/13/2019  
Deadline: 4/3/2019 05:00 PM (CT)  
Notes: All questions for this bid shall be submitted in writing or by email no later than March 26, 2019.

**Contact Information**

Contact: Enrique Aldape III

Address: 5512 Thomas Avenue  
Purchasing Division  
Public Works Service Center  
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

## FAMILY CHEVROLET Information

Contact: Lawrence Bruni  
Address: 3701 E Saunders  
Laredo, TX 78041  
Phone: (956) 727-1192 x1039  
Fax: (956) 727-1749  
Email: lawrence@drivefamily.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lawrence Bruni

Signature

Submitted at 3/14/2019 5:13:09 PM

lawrence@drivefamily.com

Email

## Supplier Note

Family Chevrolet offers Body Shop repair, full service shop and any parts needs for GM and non GM vehicles.

## Bid Attributes

### 1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

### 2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Lawrence Bruni Parts Manager

### 3 State how long under has the business been in its present business name

seventy five years

### 4 If applicable, list all other names under which the Business identified above operated in the last five years

Family Chevrolet

### 5 State if the Company is a certified minority business enterprise

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

**6 Questions Part 1**

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

**7 Questions Part 2**

- 1) Is the Business in arrears in any contract or debt?
- 2) Has the Business been a defaulter, as a principal, surety, or otherwise?
- 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

**8 State if the Company is a certified minority business enterprise**

Other

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.



**1**  
**0** **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.  
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1**  
**1** **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

**1**  
**2** **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1**  
**3** **This is a**

New Submission

**1**  
**4** **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Lawrence M Bruni

**1**  
**5** **Question 2. Contract Information**

Please include the following:  
a)Contract or Project Name  
b)Originating Department

Bid FY19-051, Family Chevrolet parts department.

**1**  
**6** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

same as above

**1**  
**7** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

**1**  
**8** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

n/a

<b>1 9</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p>Not Applicable</p>
<b>2 0</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>n/a</p>
<b>2 1</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>Not Applicable</p>
<b>2 2</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <p>n/a</p>
<b>2 3</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.</p> <p>a) Any individual seeking contract with the city (Question 3)  b) Any owner of officer of entity seeking contract with the city (Question 3)  c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)  d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)  e) The spouse of any individual listed in response to (a) through (d) above  f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p>Not Applicable</p>
<b>2 4</b>	<p><b>Question 7. Disclosure of policitcal contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p>n/a</p>
<b>2 5</b>	<p><b>Updates on contributions required</b></p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
<b>2 6</b>	<p><b>Question 8. Discloure of Conflict of Interest</b></p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p>I am not aware of any conflict of interest</p>
<b>2 7</b>	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <p>n/a</p>

<b>28</b>	<p><b>Question 9. Updates Required</b></p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p>I have read and understand this section</p>
<b>29</b>	<p><b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.</p> <p>This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p>I have read and understand this section</p>
<b>30</b>	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p>I have acknowledge that I have been advised</p>
<b>31</b>	<p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company:</p> <ol style="list-style-type: none"> <li>1) Name</li> <li>2) Title</li> <li>3) Company or DBA</li> <li>4) Date</li> </ol> <p>Family Chevrolet, Parts Manager, March 14,2019</p>
<b>32</b>	<p><b>Question 12. Oath</b></p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p>I swear or affirm information is correct</p>
<b>33</b>	<p><b>Disclosure Form</b></p> <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
<b>34</b>	<p><b>Disclosure Form</b></p> <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
<b>35</b>	<p><b>Company Information Questionnaire</b></p> <p>I have completed this section</p>
<b>36</b>	<p><b>Conflict of Interest Questionnaire</b></p> <p>I have completed this section</p>

<b>3</b> <b>7</b>	<b>Non-Collusive Affidavit</b> I have completed and included this form
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<b>3</b> <b>8</b>	<b>Discretionary Contracts Disclosure</b> I have completed this section
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**Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

**4** **Disqualification & Debarment Certification**

**0** DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

**4**  
**1** **Contract Requirements**

**1. CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**1.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only\*\*

**1.5 CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

**4**  
**2** **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

#### 1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

#### 2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

#### 3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

#### 4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

#### 5.0 WITHDRAWAL OF BIDS

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

#### 6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

#### 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven



calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### 9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. 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.

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.

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

**Bid Lines**

<b>1</b>	<p><b>Package Header</b></p> <hr/> <p>Section I: Chevrolet/GM Captive New Parts</p> <p>Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.</p> <p>Quantity: <u>  1  </u> UOM: <u>  PKG  </u> Total: <input type="text" value="No response"/></p> <p>Manufacturer: <input type="text" value="Chevrolet/GM OEM Parts/Service"/></p> <p>Item Notes: Please submit "0" for unit price</p> <p>Supplier Notes: <input type="text" value="parts to be delivered on same day as order is placed unless part is coming from outside source. Between the hours of 8am and 5pm or as needed by fleet representative in case of emergency parts orders."/></p> <hr/> <p><b>Package Items</b></p> <p><b>1.1 Percentage of Discount offered</b></p> <p>Quantity: <u>  1  </u> UOM: <u>  EA  </u> Total: <input type="text" value="0%"/></p> <p>Manufacturer: <input type="text" value="Chevrolet/GM OEM Parts"/></p> <p>Supplier Notes: <input type="text" value="parts sold at GM cost plus 30% mark up for all GM parts and dealer cost plus 30% for any special order parts that are non-GM vehicles. Discount of 0 shown, please refer to supplier notes for pricing."/></p>
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**Response Total: \$0.00**



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**CHEVROLET/GM OEM PARTS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Chevrolet/GM OEM captive parts for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M on April 3, 2019; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on April 4, 2019.**

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

**Bid: Chevrolet/GM OEM Parts – Fleet Department  
FY19-051**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040**

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

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of Chevrolet/GM OEM captive parts for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on April 3, 2019** and all bids received will be **opened** and read publicly on **April 4, 2019 at 11:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Chevrolet/GM OEM Parts – Fleet Department  
FY19-051**

**Bids can be downloaded and submitted through  
Cit-E-Bid:**

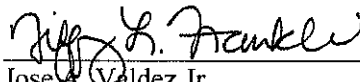
<https://cityoflaredo.ionwave.net/Login.aspx>

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 13th DAY OF MARCH 2019.

For:   
Jose A. Valdez Jr.  
City Secretary

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

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

**1.0 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS**

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO  
PURCHASING DIVISION**

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS**

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

**6.0 LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
  - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
  - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
  - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO  
PURCHASING DIVISION**

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be 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.

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.

**10.0 AWARD OF CONTRACT**

- (a) This contract will be **awarded** to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:  
**Jorge J. Jolly, Accounts Payable Manager**

CITY OF LAREDO  
PURCHASING DIVISION

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956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

**12.0 INSURANCE REQUIREMENTS (Not required for this contract)**

**13.0 CONTRACT REQUIREMENTS**

**13.1 CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**13.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Bid Only\*\***

**13.5 CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.



**CITY OF LAREDO  
PURCHASING DIVISION**

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

**14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

**S.B. 252 (V. Taylor/S. Davis)** is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**Formal Invitation for Bids  
Chevrolet/GM OEM Parts**

**15.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract for the supply of Chevrolet/GM OEM captive parts for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted in writing or by email no later than, March 26, 2019 to:

Enrique Aldape III, Administrative Assistant II  
Purchasing Division  
5512 Thomas Ave.  
Laredo, TX, 78041  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6450	<a href="mailto:rmiller@ci.laredo.tx.us">rmiller@ci.laredo.tx.us</a>

**15.0 General Conditions**

15.1 Bidders are required to submit their bids upon the following expressed conditions:  
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

**16.0 General Requirements**

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

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- 16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 16.11 Vendors must be factory authorized dealers capable of providing Chevrolet/GM OEM replacement parts. All parts used in complying with this contract must be equal to or better than the original part.
- 16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 17.0 Specifications**
- 17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.
- 17.3 Invoices:
- 17.3.1 Must be legible and reference a valid purchase order number.
- 17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.4 City of Laredo personnel may pickup parts from Contractor's facility.

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- 17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.
- 17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**18.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

- 18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**19.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**19.1 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**20.0 Price Adjustment\*\*\*\*\***

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**21.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Tab A - Company Information Questionnaire**

**Tab B - Signed Price Schedule**

**Tab C - Conflict of Interest Questionnaire**

**Tab D - Non-Collusive Affidavit**

**Tab E - Discretionary Contract Disclosure**

**Tab F - Certificate of Interested Parties (Form 1295)**

22.0 **Tab A – Bidder Information Questionnaire**

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
of person authorized to sign bid

Print Name \_\_\_\_\_  
of person authorized to sign bid

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Bidders Principal/Corporate Place of Business Address: \_\_\_\_\_

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: \_\_\_\_\_

If applicable, list all other names under which the Business identified above operated in the last five years.

\_\_\_\_\_  
\_\_\_\_\_

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:     

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

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**23.0 Tab B Price Schedule**

**23.1 Section I – Chevrolet/General Motors Captive New Parts**

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	

Company Name: \_\_\_\_\_

Owner/President Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Company Authorized Representative's Signature: \_\_\_\_\_

Company Representative's Name: \_\_\_\_\_

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document" if this bid is hand-delivered.



**24.0 Tab C- Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

25.0 Tab D

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**  
\_\_\_\_\_

26.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

\_\_\_\_\_  
First M.I. Last Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) Originating Department(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

**\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**\*5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

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I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company or DBA

\_\_\_\_\_  
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo  
P.O. Box 579  
Laredo, TX 78042-0579

**27.0 Tab F – Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

**Implementation of House Bill 1295**

**27.1 Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**27.2 Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



CITY OF LAREDO  
PURCHASING DIVISION

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**28.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M on April 3, 2019; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on April 4, 2019.**

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

**Bid: Chevrolet/GM OEM Parts – Fleet Department  
FY19-051**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040

1	Section I: Chevrolet/GM Captive New Parts Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
FAMILY CHEVROLET	1	PKG			parts to be delivered on same day as order is placed unless part is coming from outside source. Between the hours of 8am and 5pm or as needed by fleet representative in case of emergency parts orders.	Chevrolet/GM	0

1.1	Percentage of Discount offered
-----	--------------------------------

Supplier	QTY	UOM	Percent Off	Extended	Supplier Notes	Manufacturer	Manuf Num
FAMILY CHEVROLET	1	EA	0		parts sold at GM cost plus 30% mark up for all GM parts and dealer cost plus 30% for any special order parts that are non-GM vehicles. Discount of 0 shown, please refer to supplier notes for pricing.	Chevrolet/GM	0

1

1.1

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Ronald W. Miller, Interim Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award annual contract FY19-053 to the following bidders:

- 1) McNeilus Truck & Manufacturing, Dodge Center, Minnesota in an amount not to exceed \$140,000.00 for (OEM Parts);
- 2) Laredo Mechanical, Laredo, Texas, in an amount not to exceed \$ 100,000.00 (Labor Only);

for the purchase of McNeilus Original Equipment Manufacturer (OEM) equipment repair parts and service for the City's refuse trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received three (3) bids through Cit-E-Bid for awarding an annual contract for the purchase of McNeilus OEM captive parts and services for the City's refuse trucks. This contract establishes a percentage discount on original equipment manufacturer parts. A recommendation is being submitted to award this contract to McNeilus Truck & Manufacturing (Parts only) and Laredo Mechanical (Labor only).

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager &

City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Pricing Summary:

	<u>McNeilus Truck &amp; Manufacturing</u>	<u>Laredo Mechanical</u>	<u>Gutierrez Machine Shop</u>
Percentage of Discount Offered	15%	10%	0%
Type of Price Schedule	McNeilus	Not Listed	McNeilus
Price Schedule Number	List/Government	Not Listed	Jobber
Labor Rate for Service	\$ 125.00/Hour	\$ 60.00/Hour	\$ 70.00/Hour
Mileage Rate	\$ 75.00/Hour Drive Time	\$ 0.00	\$ 0.00

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that these contract be approved.

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 59328105332078  
**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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**Attachments**

FY19-053 Contracts

Bid Tab FY19-053

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## **FY19-053 McNeilus Truck OEM Parts/Services McNeilus Truck & Manufacturing Supplier Response**

### **Event Information**

Number: FY19-053 McNeilus Truck OEM Parts/Services  
Title: FY19-053 McNeilus Truck OEM Parts/Services  
Type: Request For Bid  
Issue Date: 3/18/2019  
Deadline: 4/9/2019 05:00 PM (CT)  
Notes: All questions for this bid shall be submitted in writing or by email no later than March 26, 2019.

### **Contact Information**

Contact: Enrique Aldape III

Address: 5512 Thomas Avenue  
Purchasing Division  
Public Works Service Center  
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us



## McNeilus Truck & Manufacturing Information

Contact: John Plowman  
Address: 524 East Highway St  
Dodge Center, MN 55927  
Phone: (507) 374-8153  
Email: jplowman@mcneilusco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Shalena L. Hardy  
Signature

shardy@mcneilusco.com  
Email

Submitted at 4/9/2019 4:20:53 PM

## Response Attachments

### Tab A - Company Information Questionnaire.pdf

Tab A - Company Information Questionnaire

### Tab C - Conflict of Interest Questionnaire.pdf

Tab C - Conflict of Interest Questionnaire

### Tab D - Non-Collusion Affidavit.pdf

Tab D - Non-Collusion Affidavit

### Tab E - Discretionary Contracts Disclosure.pdf

Tab E - Discretionary Contracts Disclosure

### Tab F - Certificate of Interested Parties.pdf

Tab F - Certificate of Interested Parties

### Tab B - Price Schedule Section 1.pdf

Tab B - Price Schedule Section 1

### Tab B - Price Schedule Section 2 - Price List.pdf

Tab B - Price Schedule Section 2 - Price List

## Bid Attributes

### 1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

### 2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

McNeilus Financial, Inc. Shalena Hardy (507) 374-8234

### 3 State how long under has the business been in its present business name

48 years

**4 If applicable, list all other names under which the Business identified above operated in the last five years**

McNeilus Truck & Manufacturing, McNeilus

**5 State if the Company is a certified minority business enterprise**

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

**6 Questions Part 1**

1) Is any litigation pending against the Business?  
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?  
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?  
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?  
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

1) The Business is subject to environmental matters and legal proceedings and claims, including patent, antitrust, product liability, and warranty that arise in the ordinary course of business. Although the final results of all such matters and claims cannot be predicted with certainty, the Business believes that the ultimate resolution of all such matters and claims will not have a material effect on the Business's financial condition, results of operations or cash flows. In any event, no litigation has been filed with the City of Laredo.  
2) No.  
3) No.  
4) No.  
5) No.

**7 Questions Part 2**

1) Is the Business in arrears in any contract or debt?  
2) Has the Business been a defaulter, as a principal, surety, or otherwise?  
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

1) No.  
2) No.  
3) No.

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

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

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

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

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

**11 Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

<b>1</b> <b>2</b>	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
<b>1</b> <b>3</b>	<b>This is a</b> New Submission
<b>1</b> <b>4</b>	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Shalena L. Hardy
<b>1</b> <b>5</b>	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department a) FY19-053 McNeilus Truck OEM Parts/Services b) City of Laredo Purchasing
<b>1</b> <b>6</b>	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> McNeilus Financial, Inc.
<b>1</b> <b>7</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b> It applies to my business
<b>1</b> <b>8</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Oshkosh Corporation (parent company)
<b>1</b> <b>9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> Not Applicable
<b>2</b> <b>0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. No response
<b>2</b> <b>1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> Not Applicable
<b>2</b> <b>2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response

**2**  
**3** **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

**2**  
**4** **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

**2**  
**5** **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**2**  
**6** **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

**2**  
**7** **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest in question 8, please list them in this section.

No response

**2**  
**8** **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

**2**  
**9** **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

**30** **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

**31** **Question 11. Oath**

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

Shalena L. Hardy  
Sr. Pricing Operations Analyst  
McNeilus Truck & Manufacturing  
4/8/19

**32** **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

**33** **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**34** **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**35** **Company Information Questionnaire**

I have completed this section

**36** **Conflict of Interest Questionnaire**

I have completed this section

**37** **Non-Collusive Affidavit**

I have completed and included this form

**38** **Discretionary Contracts Disclosure**

I have completed this section

### Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

**4 Disqualification & Debarment Certification**

**0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions



**4**  
**1** **Contract Requirements**

**1. CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**1.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only\*\*

**1.5 CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

**4**  
**2** **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

#### 1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

#### 2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

#### 3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

#### 4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

#### 5.0 WITHDRAWAL OF BIDS

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

#### 6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

#### 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven

calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### 9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. 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.

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.

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
- All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager  
956-791-7328

jjolly@ci.laredo.tx.us  
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

**Bid Lines**

<b>1 Package Header</b>			
Section I: McNeilus Truck Captive New Parts/Service			
Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.			
Quantity: <u>  1  </u>	UOM: <u>  PKG  </u>	Total:	<u>  \$125.00  </u>
Manufacturer: <u>  McNeilus OEM Parts/Service  </u>			
Item Notes: <u>  Please submit "0" for unit price  </u>			
Supplier Notes: <u>  Parts will be delivered within 1-3 working days after receipt of order. Business hours are from 12 A.M. to 11:59 P.M., 7 days per week.  </u>			
<b>Package Items</b>			
<b>1.1 Percentage of Discount offered</b>			
Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Total:	<u>  15%  </u>
Manufacturer: <u>  McNeilus OEM Parts  </u>			
<b>1.2 Hourly Labor Rate for Services</b>			
Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Price: <u>  \$125.00  </u>	Total: <u>  \$125.00  </u>
<b>1.3 Mileage Rate (if any) per mile</b>			
Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Price: <u>  \$0.00  </u>	Total: <u>  \$0.00  </u>
Supplier Notes: <u>  McNeilus charges \$75/hour drive time in place of mileage.  </u>			

**Response Total: \$125.00**

CITY OF LAREDO  
PURCHASING DIVISION

22.0 Tab A – Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) McNeilus Financial, Inc.

Signature Shalena L Hardy Date 4/9/19  
of person authorized to sign bid

Print Name Shalena L. Hardy  
of person authorized to sign bid

Title: Sr. Pricing Operations Analyst

Business Address: 524 East Highway St.

City, State, Zip Code: Dodge Center, MN 55927

Telephone Number: (507) 374-6321 Fax Number: \_\_\_\_\_

Contact Person Email Address: shardy@mcneilusco.com

Federal Tax ID Number: 41-1314526

Bidders Principal/Corporate Place of Business Address: see above

Indicated Status of Business:

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 49 years

If applicable, list all other names under which the Business identified above operated in the last five years.

McNeilus Truck + Manufacturing; McNeilus

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?  Yes  No

CITY OF LAREDO  
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Has the business, or any officer or partner thereof, failed to complete a contract? Yes  No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes  No   
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes  No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes  No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes  No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes  No

Is the Business in arrears in any contract or debt? Yes  No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes  No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes  No

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

CITY OF LAREDO  
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

McNeilus Financial Inc., Shalena L. Hardy Shah L. Hardy 4/9/19  
Name Signature Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

McNeilus Financial Inc.

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

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

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

NONE  
Name of Officer

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

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

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

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

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

Shah L. Hardy - McNeilus Financial Inc.  
Signature of person doing business with the governmental entity

4/9/19  
Date

CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

25.0 Tab D

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is an employee of McNeilus Financial, Inc.  
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Shah L. H.

Signature of:

Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 9 day of April 20 19.

Joann L. Scherger  
Notary Public

My commission expires:

1/31/2020





CITY OF LAREDO  
PURCHASING DIVISION

26.0 Tab E



### City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

Shalena L Hardy  
First M.I. Last Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): FY19-053 McNeilus Truck OEM Parts/Services

b) Originating Department(s): City of Laredo Purchasing

**\*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>McNeilus Financial Inc.</u>	<u>[Signature]</u>	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature

**\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): Oshkosh Corporation (parent)

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

*McNellis Financial, Inc. Dodge Center, MN, U.S.A.*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

*City of Laredo, Texas*

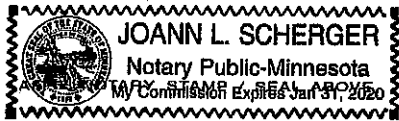
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

*FY19-053 McNellis Truck OEM Parts/Service*

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Shah F. Hej*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *JoAnn L. Scherger*, this the *9<sup>th</sup>* day of *April*, 20*19*, to certify which, witness my hand and seal of office.

*JoAnn L. Scherger* Signature of officer administering oath  
*JoAnn L. Scherger* Printed name of officer administering oath  
*Notary Public* Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**CITY OF LAREDO  
PURCHASING DIVISION**

**23.0 Tab B Price Schedule**

**23.1 Section I: McNeilus Captive New Parts/Service**

Percent of discount offered	<u>15</u> %
Product identification (Mfr.)	MTM
Type price schedule (dealer, jobber, etc.)	list/government
Price Schedule Number	
Date of price schedule	4/8/2019
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	List Price
Labor Rate for Services	\$ <u>125</u> Per Hour
Mileage Rate (if any)	\$ <u>—</u> Per Mile <u>\$75/hr drive time</u>

Parts will be delivered within 1-3 working days after receipt of order.

Business hours are from 12 A.M. to 11:59 P.M., 7 days per week.

Company Name: McNeilus Financial Inc.

Owner/President Name: Bradley Nelson

Company Address: 524 East Highway St.

City, State, Zip Code: Dodge Center, MN 55927

Company Authorized Representative's Signature: Shalena L Hardy

Company Representative's Name: Shalena L. Hardy, Sr. Pricing Operations Analyst

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Item Number	UM	List Price	Net Price
0115307R	EA	\$ 2,911.76	\$ 2,475.00
0115308R	EA	\$ 2,841.18	\$ 2,415.00
0115324	EA	\$ 4,738.68	\$ 4,027.88
0115324R	EA	\$ 2,810.29	\$ 2,388.75
0115325	EA	\$ 4,998.46	\$ 4,248.69
1322935	EA	\$ 2,100.00	\$ 1,785.00
1491433	EA	\$ 4,405.88	\$ 3,745.00
4371612	EA	\$ 3,397.06	\$ 2,887.50
2047560	EA	\$ 109.92	\$ 93.43
3431	EA	\$ 54.41	\$ 46.25
0152630	EA	\$ 238.53	\$ 202.75
0127803	EA	\$ 3,282.35	\$ 2,790.00
1106042	EA	\$ 3,218.51	\$ 2,735.73
1519574	EA	\$ 2,643.24	\$ 2,246.75
1589171	EA	\$ 1,526.54	\$ 1,297.56
1156070	EA	\$ 626.61	\$ 532.62
1583194	EA	\$ 40,588.24	\$ 34,500.00
1604674	EA	\$ 1,619.78	\$ 1,376.81
1604671	EA	\$ 3,077.58	\$ 2,615.94
0082300	EA	\$ 268.68	\$ 228.38
1404103	EA	\$ 1,258.82	\$ 1,070.00
1363908	EA	\$ 487.95	\$ 414.76
0002060	EA	\$ 11.52	\$ 9.79
0002064	EA	\$ 10.20	\$ 8.67
0002460	EA	\$ 176.25	\$ 149.81
0002465	EA	\$ 413.39	\$ 351.38
0002469	EA	\$ 661.44	\$ 562.22
0002566	EA	\$ 2,505.22	\$ 2,129.44
0003268	EA	\$ 3,119.42	\$ 2,651.51
0016110	EA	\$ 339.22	\$ 288.34
0067085	EA	\$ 343.06	\$ 291.60
0082242	EA	\$ 15.96	\$ 13.57
0082243	EA	\$ 4.47	\$ 3.80
0082408	EA	\$ 104.68	\$ 88.98
0082573	EA	\$ 6.45	\$ 5.48
0082651	AP	\$ 45.35	\$ 38.55
0084325	EA	\$ 8.72	\$ 7.41
0084496	EA	\$ 2.48	\$ 2.11
0102028	AP	\$ 2.85	\$ 2.42
0107577	EA	\$ 398.05	\$ 338.34
0108504	EA	\$ 159.69	\$ 135.74
0108555	EA	\$ 12.60	\$ 10.71
0110142	EA	\$ 43.28	\$ 36.79
0125056	EA	\$ 91.28	\$ 77.59
0125085	EA	\$ 268.36	\$ 228.11
0126222	EA	\$ 1,289.71	\$ 1,096.25
0126249	EA	\$ 1,416.66	\$ 1,204.16

Item Number	UM	List Price	Net Price
0127730	EA	\$ 48.07	\$ 40.86
0127848	EA	\$ 66.19	\$ 56.26
0127853	EA	\$ 583.86	\$ 496.28
0128107	EA	\$ 8.88	\$ 7.55
0128729	EA	\$ 38.60	\$ 32.81
0150440	EA	\$ 235.29	\$ 200.00
0151650	EA	\$ 214.04	\$ 181.93
0151660	EA	\$ 231.34	\$ 196.64
0151665	EA	\$ 154.89	\$ 131.66
0151691	EA	\$ 223.84	\$ 190.26
0152000	EA	\$ 95.28	\$ 80.99
0152001	EA	\$ 95.28	\$ 80.99
0152005	EA	\$ 222.16	\$ 188.84
0152006	EA	\$ 222.16	\$ 188.84
0152749	EA	\$ 240.67	\$ 204.57
0153330	EA	\$ 428.82	\$ 364.50
0153535	EA	\$ 440.32	\$ 374.27
0188206	EA	\$ 73.54	\$ 62.51
0601480	EA	\$ 2,514.36	\$ 2,137.21
0601481	EA	\$ 280.25	\$ 238.21
0602035	EA	\$ 18.47	\$ 15.70
0614010	EA	\$ 15.15	\$ 12.88
0614122	EA	\$ 216.16	\$ 183.74
0617853	EA	\$ 78.31	\$ 66.56
0620043	EA	\$ 103.61	\$ 88.07
0622229	EA	\$ 62.85	\$ 53.42
0640911	EA	\$ 617.41	\$ 524.80
0643526	EA	\$ 13.05	\$ 11.09
0643527	EA	\$ 12.28	\$ 10.44
0643600	EA	\$ 38.82	\$ 33.00
0643601	EA	\$ 59.82	\$ 50.85
0643602	EA	\$ 16.49	\$ 14.02
0643603	EA	\$ 8.72	\$ 7.41
0651407	EA	\$ 22.08	\$ 18.77
0652164	EA	\$ 113.09	\$ 96.13
1000125	EA	\$ 1,418.40	\$ 1,205.64
1000126	EA	\$ 1,189.40	\$ 1,010.99
1104632	EA	\$ 1,539.42	\$ 1,308.51
1105521	EA	\$ 71.56	\$ 60.83
1105803	EA	\$ 20.89	\$ 17.76
1107264	EA	\$ 900.00	\$ 765.00
1107995	EA	\$ 823.53	\$ 700.00
1108115	EA	\$ 460.26	\$ 391.22
1108116	EA	\$ 305.88	\$ 260.00
1108126	EA	\$ 19.45	\$ 16.53
1108782	EA	\$ 51.58	\$ 43.84
1108991	EA	\$ 34.34	\$ 29.19

Item Number	UM	List Price	Net Price
1109008	EA	\$ 22.58	\$ 19.19
1109010	EA	\$ 68.71	\$ 58.40
1109037	EA	\$ 2,635.72	\$ 2,240.36
1109135	EA	\$ 4,763.64	\$ 4,049.09
1109260	EA	\$ 27.95	\$ 23.76
1109370	EA	\$ 473.75	\$ 402.69
1109482	EA	\$ 3,136.41	\$ 2,665.95
1109653	EA	\$ 232.35	\$ 197.50
1109688	EA	\$ 129.81	\$ 110.34
1110751	EA	\$ 425.94	\$ 362.05
1112769	EA	\$ 114.68	\$ 97.48
11189GX	EA	\$ 9.02	\$ 7.67
1130005	EA	\$ 321.61	\$ 273.37
1130576	EA	\$ 101.94	\$ 86.65
1131568	EA	\$ 5.78	\$ 4.91
1131969	EA	\$ 136.73	\$ 116.22
1132680	EA	\$ 1,080.82	\$ 918.70
1133274	EA	\$ 101.94	\$ 86.65
1133813	EA	\$ 993.16	\$ 844.19
1133859	EA	\$ 588.73	\$ 500.42
1133892	AP	\$ 48.38	\$ 41.12
1134004	EA	\$ 193.38	\$ 164.37
1134039	EA	\$ 77.66	\$ 66.01
1134152	EA	\$ 98.35	\$ 83.60
1134306	EA	\$ 636.24	\$ 540.80
1134311	EA	\$ 478.61	\$ 406.82
1134324	EA	\$ 249.75	\$ 212.29
1134523	EA	\$ 135.05	\$ 114.79
1136614	EA	\$ 1,130.21	\$ 960.68
1137720	EA	\$ 23.40	\$ 19.89
1138092	EA	\$ 683.00	\$ 580.55
1138104	EA	\$ 477.84	\$ 406.16
1138111ADV	EA	\$ 238.19	\$ 202.46
1138111OSH	EA	\$ 257.45	\$ 218.83
1138113	EA	\$ 774.72	\$ 658.51
1138114	EA	\$ 47.08	\$ 40.02
1138121ADV	EA	\$ 305.26	\$ 259.47
1138121OSH	EA	\$ 287.76	\$ 244.60
1138322	EA	\$ 74.47	\$ 63.30
1138323	EA	\$ 66.46	\$ 56.49
1138819	EA	\$ 363.58	\$ 309.04
1138991	EA	\$ 428.14	\$ 363.92
1139100	EA	\$ 28.20	\$ 23.97
1139437	EA	\$ 109.75	\$ 93.29
1139999	EA	\$ 498.41	\$ 423.65
1140769	EA	\$ 572.56	\$ 486.68
1140780	EA	\$ 67.47	\$ 57.35

Item Number	UM	List Price	Net Price
1140888	EA	\$ 199.34	\$ 169.44
1141174	EA	\$ 19.84	\$ 16.86
1142583	EA	\$ 105.36	\$ 89.56
1144707	EA	\$ 441.84	\$ 375.56
1144746	EA	\$ 135.93	\$ 115.54
1145049	EA	\$ 1,519.55	\$ 1,291.62
1145123	EA	\$ 238.61	\$ 202.82
1145280	EA	\$ 456.67	\$ 388.17
1145516	EA	\$ 1,099.69	\$ 934.74
1145518	EA	\$ 635.79	\$ 540.42
1145650	EA	\$ 553.96	\$ 470.87
1146285	EA	\$ 2,235.29	\$ 1,900.00
1146363	EA	\$ 196.96	\$ 167.42
1146364	EA	\$ 280.34	\$ 238.29
1147462	EA	\$ 659.87	\$ 560.89
1148078	EA	\$ 572.07	\$ 486.26
1148536	EA	\$ 1,533.72	\$ 1,303.66
1151219	EA	\$ 1,019.95	\$ 866.96
1180864	EA	\$ 371.56	\$ 315.83
1180865	EA	\$ 676.18	\$ 574.75
1180867	EA	\$ 957.15	\$ 813.58
1181059	EA	\$ 85.89	\$ 73.01
1182107	EA	\$ 226.35	\$ 192.40
1182512	EA	\$ 472.42	\$ 401.56
118933A	EA	\$ 51.40	\$ 43.69
12160FX	EA	\$ 27.54	\$ 23.41
12160FX1	EA	\$ 26.52	\$ 22.54
1224657	EA	\$ 40.00	\$ 34.00
1225709	EA	\$ 219.40	\$ 186.49
1226148	EA	\$ 22.93	\$ 19.49
1226425	EA	\$ 293.02	\$ 249.07
1226992	EA	\$ 461.41	\$ 392.20
1229736	EA	\$ 64.80	\$ 55.08
1230579	EA	\$ 57.80	\$ 49.13
1234124	EA	\$ 126.24	\$ 107.30
1237561	EA	\$ 919.95	\$ 781.96
1237789	EA	\$ 71.66	\$ 60.91
1238011	EA	\$ 36.28	\$ 30.84
1238013	EA	\$ 60.68	\$ 51.58
1238744	EA	\$ 2,039.44	\$ 1,733.52
124660A	AP	\$ 7.65	\$ 6.50
1251373	EA	\$ 14.41	\$ 12.25
1251402	EA	\$ 60.49	\$ 51.42
1257312	EA	\$ 770.07	\$ 654.56
1259501	EA	\$ 4,162.22	\$ 3,537.89
1259503	EA	\$ 4,170.75	\$ 3,545.14
1260419	EA	\$ 6.81	\$ 5.79

Item Number	UM	List Price	Net Price
1260685	EA	\$ 8.91	\$ 7.57
1262692	EA	\$ 12.21	\$ 10.38
1267636	EA	\$ 241.58	\$ 205.34
1272760	EA	\$ 8.91	\$ 7.57
1275121	EA	\$ 117.65	\$ 100.00
1320953	EA	\$ 22.88	\$ 19.45
1321899	EA	\$ 17.34	\$ 14.74
1324594	EA	\$ 278.86	\$ 237.03
1324960	EA	\$ 1.25	\$ 1.06
1325875	EA	\$ 626.13	\$ 532.21
1327972	EA	\$ 36.98	\$ 31.43
1328040	EA	\$ 388.22	\$ 329.99
1329377	EA	\$ 33.24	\$ 28.25
1331754	EA	\$ 45.67	\$ 38.82
1331936	EA	\$ 635.75	\$ 540.39
1334084	EA	\$ 595.11	\$ 505.84
1340665	EA	\$ 24.25	\$ 20.61
1341375	EA	\$ 91.47	\$ 77.75
13593FX	EA	\$ 12.44	\$ 10.57
1360175	EA	\$ 44.91	\$ 38.17
1360347	EA	\$ 30.84	\$ 26.21
1363907	EA	\$ 481.18	\$ 409.00
1363914	EA	\$ 974.44	\$ 828.27
1372285	EA	\$ 1,201.94	\$ 1,021.65
1372599	EA	\$ 123.84	\$ 105.26
1372728	EA	\$ 277.29	\$ 235.70
1372970	EA	\$ 374.92	\$ 318.68
1381290	EA	\$ 41.95	\$ 35.66
1390750	EA	\$ 1,762.27	\$ 1,497.93
1394171	EA	\$ 284.11	\$ 241.49
1394210MTM	EA	\$ 12.01	\$ 10.21
1395508	EA	\$ 21.42	\$ 18.21
1401148	EA	\$ 2,999.56	\$ 2,549.63
1401204	EA	\$ 494.34	\$ 420.19
1401205	EA	\$ 858.20	\$ 729.47
1401720	EA	\$ 3,599.36	\$ 3,059.46
1401762	EA	\$ 1,474.04	\$ 1,252.93
1404174	EA	\$ 917.65	\$ 780.00
1404204	EA	\$ 139.81	\$ 118.84
1404977	EA	\$ 4,934.21	\$ 4,194.08
1405728	EA	\$ 476.41	\$ 404.95
1406082	EA	\$ 4,344.52	\$ 3,692.84
1407464	EA	\$ 20.98	\$ 17.83
140812GAL	EA	\$ 264.35	\$ 224.70
1408760	EA	\$ 1,057.53	\$ 898.90
1411695	EA	\$ 217.36	\$ 184.76
1412179	EA	\$ 697.91	\$ 593.22



Item Number	UM	List Price	Net Price
1412760	EA	\$ 61.68	\$ 52.43
1412761	EA	\$ 32.55	\$ 27.67
1413144	EA	\$ 4,201.28	\$ 3,571.09
1414581	EA	\$ 55.05	\$ 46.79
1414623	EA	\$ 497.62	\$ 422.98
1416685	EA	\$ 30.73	\$ 26.12
1416876	EA	\$ 760.53	\$ 646.45
1418164	EA	\$ 834.38	\$ 709.22
1419164	EA	\$ 1,259.25	\$ 1,070.36
1419165	EA	\$ 1,551.28	\$ 1,318.59
1419166	EA	\$ 1,638.42	\$ 1,392.66
1419167	EA	\$ 1,782.39	\$ 1,515.03
1419184	EA	\$ 1,938.82	\$ 1,648.00
1419919	EA	\$ 1,498.61	\$ 1,273.82
1419921	EA	\$ 1,196.33	\$ 1,016.88
1420923	EA	\$ 961.49	\$ 817.27
1421027	EA	\$ 99.78	\$ 84.81
1425702	EA	\$ 346.18	\$ 294.25
1425703	EA	\$ 597.94	\$ 508.25
1426372	EA	\$ 238.40	\$ 202.64
1426373	EA	\$ 186.61	\$ 158.62
1431240	EA	\$ 896.31	\$ 761.86
1433799	EA	\$ 2,182.26	\$ 1,854.92
1449383	EA	\$ 43.81	\$ 37.24
1453453	EA	\$ 952.80	\$ 809.88
1454072	EA	\$ 66.88	\$ 56.85
1455161	EA	\$ 591.47	\$ 502.75
1457677	EA	\$ 5,134.72	\$ 4,364.51
1457679	EA	\$ 15,988.24	\$ 13,590.00
1457726	EA	\$ 4,282.35	\$ 3,640.00
1459012	EA	\$ 297.89	\$ 253.21
1459684	EA	\$ 17.46	\$ 14.84
1459988	EA	\$ 604.72	\$ 514.01
1460168	EA	\$ 115.33	\$ 98.03
1460169	EA	\$ 115.33	\$ 98.03
1462931	EA	\$ 50.52	\$ 42.94
1463734	EA	\$ 117.35	\$ 99.75
1465263	EA	\$ 1,262.40	\$ 1,073.04
1466127	EA	\$ 97.14	\$ 82.57
1470028	EA	\$ 266.16	\$ 226.24
1472986	EA	\$ 657.92	\$ 559.23
1473542	EA	\$ 1,192.42	\$ 1,013.56
1473543	EA	\$ 1,489.13	\$ 1,265.76
1474294	EA	\$ 2,863.51	\$ 2,433.98
1477198	EA	\$ 9.07	\$ 7.71
1477285	EA	\$ 292.22	\$ 248.39
1479028	EA	\$ 3,811.18	\$ 3,239.50

Item Number	UM	List Price	Net Price
1480171	EA	\$ 332.96	\$ 283.02
1484266	EA	\$ 7,904.67	\$ 6,718.97
1485942	EA	\$ 493.60	\$ 419.56
1486066	EA	\$ 113.54	\$ 96.51
1486067	EA	\$ 113.54	\$ 96.51
1489096	EA	\$ 1,286.02	\$ 1,093.12
1489237	EA	\$ 4,361.67	\$ 3,707.42
1489241	EA	\$ 4,421.71	\$ 3,758.45
1493335	EA	\$ 3,687.01	\$ 3,133.96
1496239	EA	\$ 3,203.22	\$ 2,722.74
1496240	EA	\$ 4,409.38	\$ 3,747.97
1496814	EA	\$ 93.20	\$ 79.22
1497234	EA	\$ 64.80	\$ 55.08
1499299	EA	\$ 128.94	\$ 109.60
1501936	EA	\$ 1,062.69	\$ 903.29
1508670	EA	\$ 1,589.84	\$ 1,351.36
1508956	EA	\$ 1,707.08	\$ 1,451.02
1509941	EA	\$ 28.41	\$ 24.15
1511546	EA	\$ 24.88	\$ 21.15
1511793	EA	\$ 1,814.34	\$ 1,542.19
1515394	EA	\$ 101.11	\$ 85.94
1517197	EA	\$ 1,193.27	\$ 1,014.28
1517855	EA	\$ 584.51	\$ 496.83
1523247	EA	\$ 984.94	\$ 837.20
1523800	EA	\$ 92.44	\$ 78.57
1526263	EA	\$ 328.52	\$ 279.24
1526762	EA	\$ 2,581.53	\$ 2,194.30
1526865	EA	\$ 2,794.12	\$ 2,375.00
1527716	EA	\$ 26.85	\$ 22.82
1527838	EA	\$ 791.92	\$ 673.13
1527841	EA	\$ 837.47	\$ 711.85
1533554	EA	\$ 515.00	\$ 437.75
1535866	EA	\$ 280.51	\$ 238.43
1536126	EA	\$ 2,582.79	\$ 2,195.37
1537641	EA	\$ 114.51	\$ 97.33
1537642	EA	\$ 17.92	\$ 15.23
1539000W	EA	\$ 10.45	\$ 8.88
1543847	EA	\$ 4,520.27	\$ 3,842.23
1543848	EA	\$ 4,582.82	\$ 3,895.40
1545677	EA	\$ 139.29	\$ 118.40
1545703	EA	\$ 186.87	\$ 158.84
1546439	EA	\$ 4,302.94	\$ 3,657.50
1546440	EA	\$ 4,302.94	\$ 3,657.50
1546842	EA	\$ 477.67	\$ 406.02
1551662	EA	\$ 1,774.12	\$ 1,508.00
1557491	EA	\$ 127.19	\$ 108.11
1565708	EA	\$ 7,258.11	\$ 6,169.39

Item Number	UM	List Price	Net Price
1568056	EA	\$ 2,249.96	\$ 1,912.47
1570995	EA	\$ 124.18	\$ 105.55
1572634	EA	\$ 4,093.94	\$ 3,479.85
1572635	EA	\$ 4,517.19	\$ 3,839.61
1574120	EA	\$ 1,014.27	\$ 862.13
1580542	EA	\$ 302.87	\$ 257.44
1581487	EA	\$ 484.27	\$ 411.63
1581947	EA	\$ 605.58	\$ 514.74
1662940	EA	\$ 14.94	\$ 12.70
1676FX	EA	\$ 44.22	\$ 37.59
1782600	EA	\$ 729.75	\$ 620.29
1831780	EA	\$ 99.92	\$ 84.93
1878270	EA	\$ 32.18	\$ 27.35
1892940	EA	\$ 48.07	\$ 40.86
1918660	EA	\$ 56.85	\$ 48.32
1990140	EA	\$ 64.89	\$ 55.16
1991540	EA	\$ 153.87	\$ 130.79
1KK912	EA	\$ 1,647.65	\$ 1,400.50
2033520	EA	\$ 8.99	\$ 7.64
20364FX	EA	\$ 1.51	\$ 1.28
2043040	EA	\$ 519.42	\$ 441.51
2044870	EA	\$ 42.14	\$ 35.82
2079330	EA	\$ 425.33	\$ 361.53
2080220	EA	\$ 123.86	\$ 105.28
2152680	EA	\$ 91.89	\$ 78.11
2155090	EA	\$ 21.47	\$ 18.25
2156780	EA	\$ 88.46	\$ 75.19
2163520	EA	\$ 453.11	\$ 385.14
2185W	EA	\$ 28.49	\$ 24.22
2194760	EA	\$ 231.01	\$ 196.36
2207860W	EA	\$ 144.12	\$ 122.50
2279430	EA	\$ 160.45	\$ 136.38
2316W	EA	\$ 215.15	\$ 182.88
296AX	EA	\$ 28.59	\$ 24.30
2FF883	EA	\$ 24.16	\$ 20.54
2HA449	EA	\$ 185.66	\$ 157.81
2HA451	EA	\$ 312.44	\$ 265.57
2HB475	EA	\$ 155.87	\$ 132.49
3117589	EA	\$ 35.18	\$ 29.90
3195039	EA	\$ 123.08	\$ 104.62
3195040	EA	\$ 114.52	\$ 97.34
3195041	EA	\$ 67.18	\$ 57.10
3195044	EA	\$ 157.85	\$ 134.17
3202887	EA	\$ 213.53	\$ 181.50
3205929	EA	\$ 139.16	\$ 118.29
3218658	EA	\$ 1,324.94	\$ 1,126.20
3274663	EA	\$ 61.01	\$ 51.86

Item Number	UM	List Price	Net Price
3276279	EA	\$ 330.79	\$ 281.17
3276280	EA	\$ 330.79	\$ 281.17
3276284	EA	\$ 428.26	\$ 364.02
3279592	EA	\$ 1.60	\$ 1.36
3281206	EA	\$ 989.76	\$ 841.30
3282318	EA	\$ 187.32	\$ 159.22
3283674	EA	\$ 7.80	\$ 6.63
3329891	EA	\$ 171.20	\$ 145.52
3341218	EA	\$ 61.25	\$ 52.06
3355335	EA	\$ 1,133.87	\$ 963.79
3367134	EA	\$ 43.11	\$ 36.64
3367394	EA	\$ 1,163.53	\$ 989.00
3372424	EA	\$ 4,860.93	\$ 4,131.79
3391065	EA	\$ 230.01	\$ 195.51
3392651	EA	\$ 13.93	\$ 11.84
3402313	EA	\$ 211.94	\$ 180.15
3411774	EA	\$ 463.89	\$ 394.31
3415708	EA	\$ 171.05	\$ 145.39
3422807	EA	\$ 509.54	\$ 433.11
3446174	EA	\$ 87.91	\$ 74.72
3446175	EA	\$ 87.91	\$ 74.72
3456208	EA	\$ 111.11	\$ 94.44
3477209	EA	\$ 152.47	\$ 129.60
3477221	EA	\$ 152.47	\$ 129.60
3477229	EA	\$ 454.72	\$ 386.51
3481756	EA	\$ 9.81	\$ 8.34
3482803	EA	\$ 5,002.34	\$ 4,251.99
3486988	EA	\$ 406.21	\$ 345.28
3526275R	EA	\$ 2,250.42	\$ 1,912.86
3546914	EA	\$ 803.62	\$ 683.08
3557905	EA	\$ 9.88	\$ 8.40
355AX	EA	\$ 0.12	\$ 0.10
3565521	EA	\$ 74.76	\$ 63.55
3566513	EA	\$ 216.24	\$ 183.80
3590170	EA	\$ 1,477.78	\$ 1,256.11
3602394	EA	\$ 29.39	\$ 24.98
3636383	EA	\$ 735.38	\$ 625.07
3641566	EA	\$ 1,806.11	\$ 1,535.19
3646506	EA	\$ 2,739.71	\$ 2,328.75
3662336	EA	\$ 149.71	\$ 127.25
3667977	EA	\$ 1,224.07	\$ 1,040.46
3679156	EA	\$ 591.91	\$ 503.12
3680339	EA	\$ 471.73	\$ 400.97
3686494	EA	\$ 728.01	\$ 618.81
3699934	EA	\$ 1,164.60	\$ 989.91
3699935	EA	\$ 319.13	\$ 271.26
3701067	EA	\$ 4,032.75	\$ 3,427.84

Item Number	UM	List Price	Net Price
3719729	EA	\$ 7,201.35	\$ 6,121.15
381AO	EA	\$ 92.87	\$ 78.94
386AO	EA	\$ 80.21	\$ 68.18
3881283	EA	\$ 708.32	\$ 602.07
38GX262	EA	\$ 57.14	\$ 48.57
3HA379	EA	\$ 56.48	\$ 48.01
3HA485	EA	\$ 221.28	\$ 188.09
3KK544	EA	\$ 3,589.39	\$ 3,050.98
4056861	EA	\$ 596.54	\$ 507.06
4260942	EA	\$ 58.54	\$ 49.76
4260943	EA	\$ 68.27	\$ 58.03
4285558	EA	\$ 3,267.05	\$ 2,776.99
4370493	EA	\$ 6,764.71	\$ 5,750.00
4578BO	EA	\$ 51.45	\$ 43.73
4579BO	EA	\$ 51.45	\$ 43.73
46464BX	EA	\$ 38.56	\$ 32.78
49198AX	EA	\$ 23.21	\$ 19.73
4HA127	EA	\$ 3.00	\$ 2.55
521AO-AM	EA	\$ 34.42	\$ 29.26
522AO-AM	EA	\$ 46.72	\$ 39.71
5HA614	EA	\$ 86.05	\$ 73.14
6HA341	EA	\$ 169.14	\$ 143.77
6HA653	EA	\$ 2.16	\$ 1.84
6HB599	EA	\$ 25.33	\$ 21.53
6HD720	EA	\$ 69.07	\$ 58.71
7HB203	EA	\$ 398.32	\$ 338.57
7HS531	EA	\$ 393.87	\$ 334.79
7HS532	EA	\$ 393.87	\$ 334.79
7KK767	EA	\$ 266.76	\$ 226.75
7KK982	EA	\$ 52.09	\$ 44.28
80PP27B	EA	\$ 130.52	\$ 110.94
8HD399	EA	\$ 489.79	\$ 416.32
8HE733	EA	\$ 283.65	\$ 241.10
8HE734	EA	\$ 283.65	\$ 241.10
8HR994	EA	\$ 319.89	\$ 271.91
A2232	EA	\$ 45.78	\$ 38.91
A3147	EA	\$ 2,028.53	\$ 1,724.25
A3214	EA	\$ 195.48	\$ 166.16
A3215	EA	\$ 14.58	\$ 12.39
A3760	EA	\$ 11.60	\$ 9.86
A4545	EA	\$ 2,151.47	\$ 1,828.75
A961	EA	\$ 61.41	\$ 52.20
H7002C	EA	\$ 438.53	\$ 372.75
HR4761A	EA	\$ 1,234.06	\$ 1,048.95
HR4762A	EA	\$ 1,234.06	\$ 1,048.95
RH107074	EA	\$ 109.75	\$ 93.29
1468287	AP	\$ 14.91	\$ 12.67

Item Number	UM	List Price	Net Price
1328032	EA	\$ 20.75	\$ 17.64
3875726	EA	\$ 3,967.95	\$ 3,372.76
1388090	EA	\$ 421.11	\$ 357.94
3712619	EA	\$ 417.79	\$ 355.12
1255329	EA	\$ 82.84	\$ 70.41
2025520	EA	\$ 755.24	\$ 641.95
2182010	EA	\$ 243.52	\$ 206.99
3330998	EA	\$ 16.51	\$ 14.03
3512442	EA	\$ 59.78	\$ 50.81
1601498	EA	\$ 1,192.27	\$ 1,013.43
1579436	EA	\$ 515.25	\$ 437.96
1601875	EA	\$ 1,388.47	\$ 1,180.20
1577173	EA	\$ 8,550.00	\$ 7,267.50
3549284	EA	\$ 21.05	\$ 17.89
0122175	EA	\$ 39.69	\$ 33.74
1107912	EA	\$ 14.96	\$ 12.72
1142323	EA	\$ 41.00	\$ 34.85
1140327	EA	\$ 5.64	\$ 4.79
1598072	EA	\$ 2,154.04	\$ 1,830.93
1358081	EA	\$ 419.25	\$ 356.36
1414411	EA	\$ 80.62	\$ 68.53
0000259	EA	\$ 60.56	\$ 51.48
0000261	EA	\$ 1.49	\$ 1.27
0000422	EA	\$ 14.21	\$ 12.08
0000436	EA	\$ 14.86	\$ 12.63
0000621	EA	\$ 24.59	\$ 20.90
0000760	EA	\$ 23.88	\$ 20.30
0000774	EA	\$ 9.60	\$ 8.16
0000800	EA	\$ 5.41	\$ 4.60
0000801	EA	\$ 1.12	\$ 0.95
0000870	EA	\$ 3.85	\$ 3.27
0001008	EA	\$ 36.24	\$ 30.80
0001009	EA	\$ 96.25	\$ 81.81
0002000	EA	\$ 3.91	\$ 3.32
0002063	EA	\$ 19.02	\$ 16.17
0002404	EA	\$ 2.91	\$ 2.47
0002408	EA	\$ 3.68	\$ 3.13
0002431	EA	\$ 1.51	\$ 1.28
0002439	EA	\$ 5.65	\$ 4.80
0002468	EA	\$ 10.11	\$ 8.59
0002481	EA	\$ 1.93	\$ 1.64
0002524	EA	\$ 2.22	\$ 1.89
0003299	EA	\$ 264.81	\$ 225.09
0005340	EA	\$ 0.29	\$ 0.25
0005341	EA	\$ 1.04	\$ 0.88
0005348	EA	\$ 0.49	\$ 0.42
0010012	EA	\$ 8.80	\$ 7.48

Item Number	UM	List Price	Net Price
0012945	EA	\$ 74.19	\$ 63.06
0014856	AP	\$ 3.15	\$ 2.68
0016092	EA	\$ 81.75	\$ 69.49
0016500	EA	\$ 28.22	\$ 23.99
0016552	EA	\$ 4.62	\$ 3.93
0016553	EA	\$ 4.86	\$ 4.13
0016698	EA	\$ 2.14	\$ 1.82
0016819	EA	\$ 12.72	\$ 10.81
0082023	EA	\$ 15.68	\$ 13.33
0082098	EA	\$ 20.85	\$ 17.72
0082109	EA	\$ 30.65	\$ 26.05
0082117	EA	\$ 6.94	\$ 5.90
0082206	EA	\$ 1.99	\$ 1.69
0082216	EA	\$ 9.71	\$ 8.25
0082218	EA	\$ 6.46	\$ 5.49
0082219	EA	\$ 0.64	\$ 0.54
0082247	EA	\$ 4.94	\$ 4.20
0082279	EA	\$ 8.46	\$ 7.19
0082319	EA	\$ 287.41	\$ 244.30
0082376	AP	\$ 3.05	\$ 2.59
0082378	EA	\$ 106.95	\$ 90.91
0082379	EA	\$ 36.24	\$ 30.80
0082386	EA	\$ 5.11	\$ 4.34
0082403	EA	\$ 24.14	\$ 20.52
0082404	EA	\$ 35.67	\$ 30.32
0082406	EA	\$ 14.36	\$ 12.21
0082469	EA	\$ 194.80	\$ 165.58
0082521	EA	\$ 240.35	\$ 204.30
0082526	AP	\$ 4.52	\$ 3.84
0082650	EA	\$ 7.65	\$ 6.50
0082652	EA	\$ 12.96	\$ 11.02
0082654	EA	\$ 3.16	\$ 2.69
0082988	EA	\$ 126.35	\$ 107.40
0084002	EA	\$ 32.59	\$ 27.70
0084007	EA	\$ 22.58	\$ 19.19
0084266	EA	\$ 23.68	\$ 20.13
0084336	EA	\$ 3.73	\$ 3.17
0084391	EA	\$ 3.91	\$ 3.32
0084604	EA	\$ 14.33	\$ 12.18
0084799	EA	\$ 18.61	\$ 15.82
0084974	EA	\$ 15.95	\$ 13.56
0085089	EA	\$ 19.36	\$ 16.46
0085284	EA	\$ 156.21	\$ 132.78
0085288	EA	\$ 153.14	\$ 130.17
0085293	EA	\$ 65.15	\$ 55.38
0085426	EA	\$ 192.60	\$ 163.71
0085438	EA	\$ 1.51	\$ 1.28

Item Number	UM	List Price	Net Price
0085689	EA	\$ 67.54	\$ 57.41
0085693	EA	\$ 18.47	\$ 15.70
0085699	EA	\$ 69.16	\$ 58.79
0085712	EA	\$ 59.84	\$ 50.86
0085782	EA	\$ 134.61	\$ 114.42
0085860	EA	\$ 72.99	\$ 62.04
0085886	EA	\$ 45.76	\$ 38.90
0087011	EA	\$ 27.51	\$ 23.38
0087015	EA	\$ 28.96	\$ 24.62
0087036	EA	\$ 38.87	\$ 33.04
0100006	EA	\$ 0.56	\$ 0.48
0100549	EA	\$ 3.32	\$ 2.82
0100565	EA	\$ 0.51	\$ 0.43
0100618	EA	\$ 9.24	\$ 7.85
0100661	EA	\$ 1.00	\$ 0.85
0100879	EA	\$ 2.47	\$ 2.10
0101118	EA	\$ 4.86	\$ 4.13
0101205	EA	\$ 1.49	\$ 1.27
0101250	EA	\$ 15.31	\$ 13.01
0101291	EA	\$ 20.91	\$ 17.77
0101294	EA	\$ 42.16	\$ 35.84
0101306	EA	\$ 14.38	\$ 12.22
0101517	EA	\$ 9.22	\$ 7.84
0101518	EA	\$ 6.16	\$ 5.24
0101519	EA	\$ 5.84	\$ 4.96
0101520	EA	\$ 6.25	\$ 5.31
0101521	EA	\$ 6.99	\$ 5.94
0101522	EA	\$ 6.71	\$ 5.70
0101525	EA	\$ 6.92	\$ 5.88
0101528	EA	\$ 9.02	\$ 7.67
0101531	EA	\$ 5.95	\$ 5.06
0101536	EA	\$ 5.91	\$ 5.02
0101539	EA	\$ 7.64	\$ 6.49
0101540	EA	\$ 8.67	\$ 7.37
0101563	EA	\$ 9.60	\$ 8.16
0101564	EA	\$ 0.96	\$ 0.82
0102021	AP	\$ 3.11	\$ 2.64
0102025	EA	\$ 17.73	\$ 15.07
0103384	EA	\$ 4.81	\$ 4.09
0106555	EA	\$ 142.36	\$ 121.01
0106590	EA	\$ 437.11	\$ 371.54
0106592	EA	\$ 35.02	\$ 29.77
0106784	EA	\$ 44.59	\$ 37.90
0107616	EA	\$ 135.80	\$ 115.43
0108012	EA	\$ 475.56	\$ 404.23
0108023	EA	\$ 24.42	\$ 20.76
0108024	EA	\$ 11.64	\$ 9.89



Item Number	UM	List Price	Net Price
0108025	EA	\$ 14.34	\$ 12.19
0108030	EA	\$ 10.54	\$ 8.96
0108115	EA	\$ 243.38	\$ 206.87
0108116	EA	\$ 97.22	\$ 82.64
0108550	EA	\$ 242.26	\$ 205.92
0108554	EA	\$ 1.52	\$ 1.29
0108576	EA	\$ 163.18	\$ 138.70
0110063	EA	\$ 10.44	\$ 8.87
0110082	EA	\$ 24.36	\$ 20.71
0110113	EA	\$ 9.51	\$ 8.08
0110114	EA	\$ 16.11	\$ 13.69
0110115	EA	\$ 12.16	\$ 10.34
0110116	EA	\$ 12.16	\$ 10.34
0110123	EA	\$ 31.82	\$ 27.05
0110131	EA	\$ 27.22	\$ 23.14
0110132	EA	\$ 28.96	\$ 24.62
0110140	EA	\$ 149.02	\$ 126.67
0110141	EA	\$ 31.06	\$ 26.40
0110184	EA	\$ 11.06	\$ 9.40
0110194	EA	\$ 4.33	\$ 3.68
0110207	EA	\$ 0.14	\$ 0.12
0110215	EA	\$ 82.26	\$ 69.92
0110227	EA	\$ 8.05	\$ 6.84
0110233	EA	\$ 57.12	\$ 48.55
0110234	EA	\$ 2.11	\$ 1.79
0110237	EA	\$ 0.38	\$ 0.32
0110238	EA	\$ 0.25	\$ 0.21
0110253	EA	\$ 14.36	\$ 12.21
0110254	EA	\$ 15.32	\$ 13.02
0110255	EA	\$ 16.65	\$ 14.15
0110256	EA	\$ 16.96	\$ 14.42
0110257	EA	\$ 16.62	\$ 14.13
0110258	EA	\$ 16.40	\$ 13.94
0110259	EA	\$ 15.54	\$ 13.21
0110262	EA	\$ 17.44	\$ 14.82
0110271	EA	\$ 20.12	\$ 17.10
0114009	EA	\$ 330.04	\$ 280.53
0115165	EA	\$ 0.21	\$ 0.18
0115166	EA	\$ 0.39	\$ 0.33
0115184	EA	\$ 8.84	\$ 7.51
0115209	EA	\$ 3.58	\$ 3.04
0115212	EA	\$ 2.49	\$ 2.12
0115236	EA	\$ 25.58	\$ 21.74
0115284	EA	\$ 8.82	\$ 7.50
0115327	EA	\$ 5.79	\$ 4.92
0115328	EA	\$ 20.56	\$ 17.48
0115329	EA	\$ 6.54	\$ 5.56

Item Number	UM	List Price	Net Price
0115802	EA	\$ 40.28	\$ 34.24
0115908	EA	\$ 0.94	\$ 0.80
0120017	EA	\$ 16.04	\$ 13.63
0120025	EA	\$ 40.27	\$ 34.23
0120160	EA	\$ 1.12	\$ 0.95
0120176	EA	\$ 0.09	\$ 0.08
0120177	EA	\$ 0.14	\$ 0.12
0120182	EA	\$ 1.11	\$ 0.94
0120183	EA	\$ 1.48	\$ 1.26
0120186	EA	\$ 4.33	\$ 3.68
0120199	EA	\$ 0.56	\$ 0.48
0120200	EA	\$ 0.60	\$ 0.51
0120201	EA	\$ 0.40	\$ 0.34
0120202	EA	\$ 0.94	\$ 0.80
0120266	EA	\$ 0.18	\$ 0.15
0120276	EA	\$ 0.04	\$ 0.03
0120277	EA	\$ 0.12	\$ 0.10
0120279	EA	\$ 0.21	\$ 0.18
0120282	EA	\$ 0.29	\$ 0.25
0120283	EA	\$ 0.49	\$ 0.42
0120284	EA	\$ 0.93	\$ 0.79
0120291	EA	\$ 1.42	\$ 1.21
0120334	EA	\$ 3.07	\$ 2.61
0120430	EA	\$ 11.89	\$ 10.11
0120475	EA	\$ 7.05	\$ 5.99
0120501	EA	\$ 2.52	\$ 2.14
0120502	EA	\$ 1.51	\$ 1.28
0120900	EA	\$ 62.86	\$ 53.43
0120995	EA	\$ 0.91	\$ 0.77
0121226	EA	\$ 30.18	\$ 25.65
0121227	EA	\$ 31.28	\$ 26.59
0121228	EA	\$ 20.68	\$ 17.58
0121229	EA	\$ 20.54	\$ 17.46
0121230	EA	\$ 20.68	\$ 17.58
0121231	EA	\$ 20.54	\$ 17.46
0121235	EA	\$ 68.55	\$ 58.27
0121408	EA	\$ 3.92	\$ 3.33
0121414	EA	\$ 100.76	\$ 85.65
0121415	EA	\$ 35.39	\$ 30.08
0121417	EA	\$ 51.92	\$ 44.13
0121419	EA	\$ 10.85	\$ 9.22
0121519	EA	\$ 73.18	\$ 62.20
0121521	EA	\$ 67.42	\$ 57.31
0122125	EA	\$ 15.95	\$ 13.56
0122150	EA	\$ 13.29	\$ 11.30
0122151	EA	\$ 22.89	\$ 19.46
0122176	EA	\$ 53.44	\$ 45.42

Item Number	UM	List Price	Net Price
0125014	EA	\$ 68.87	\$ 58.54
0125019	EA	\$ 167.36	\$ 142.26
0125065	EA	\$ 75.11	\$ 63.84
0125114	EA	\$ 89.11	\$ 75.74
0125121	EA	\$ 259.24	\$ 220.35
0125129	EA	\$ 343.31	\$ 291.81
0126033	EA	\$ 14.84	\$ 12.61
0126036	EA	\$ 918.34	\$ 780.59
0126046	EA	\$ 45.32	\$ 38.52
0126104	EA	\$ 15.51	\$ 13.18
0126120	EA	\$ 631.84	\$ 537.06
0126137	EA	\$ 108.47	\$ 92.20
0126192	EA	\$ 139.18	\$ 118.30
0126235	EA	\$ 351.44	\$ 298.72
0126240	EA	\$ 7.54	\$ 6.41
0126550	EA	\$ 716.60	\$ 609.11
0127501	EA	\$ 6.52	\$ 5.54
0127503	EA	\$ 34.56	\$ 29.38
0127510	EA	\$ 66.96	\$ 56.92
0128042	EA	\$ 16.31	\$ 13.86
0128056	EA	\$ 251.88	\$ 214.10
0128057	EA	\$ 409.69	\$ 348.24
0128094	EA	\$ 29.22	\$ 24.84
0128105	EA	\$ 33.11	\$ 28.14
0128108	EA	\$ 7.81	\$ 6.64
0128109	EA	\$ 2.71	\$ 2.30
0128110	EA	\$ 8.20	\$ 6.97
0128112	EA	\$ 43.66	\$ 37.11
0128113	EA	\$ 2.44	\$ 2.07
0128114	EA	\$ 5.24	\$ 4.45
0128353	EA	\$ 125.96	\$ 107.07
0128725	EA	\$ 48.11	\$ 40.89
0128730	EA	\$ 16.53	\$ 14.05
0128779	EA	\$ 2.26	\$ 1.92
0128781	EA	\$ 0.27	\$ 0.23
0128782	EA	\$ 0.87	\$ 0.74
0128797	EA	\$ 22.21	\$ 18.88
0128804	EA	\$ 304.05	\$ 258.44
0128867	EA	\$ 12.49	\$ 10.62
0128874	EA	\$ 22.25	\$ 18.91
0128906	EA	\$ 8.15	\$ 6.93
0130285	EA	\$ 10.45	\$ 8.88
0131608	EA	\$ 93.32	\$ 79.32
0131658	EA	\$ 61.71	\$ 52.45
0150060	EA	\$ 30.44	\$ 25.87
0150226	EA	\$ 107.41	\$ 91.30
0150302	EA	\$ 4.44	\$ 3.77

Item Number	UM	List Price	Net Price
0150425	EA	\$ 16.89	\$ 14.36
0150427	EA	\$ 16.12	\$ 13.70
0150602	EA	\$ 23.51	\$ 19.98
0150824	EA	\$ 96.39	\$ 81.93
0150830	EA	\$ 72.11	\$ 61.29
0150831	EA	\$ 13.71	\$ 11.65
0150832	EA	\$ 58.38	\$ 49.62
0150919	EA	\$ 31.36	\$ 26.66
0150949	EA	\$ 19.64	\$ 16.69
0151277	EA	\$ 45.11	\$ 38.34
0151310	EA	\$ 182.45	\$ 155.08
0151320	EA	\$ 54.60	\$ 46.41
0151323	EA	\$ 18.61	\$ 15.82
0152125	EA	\$ 77.40	\$ 65.79
0152130	EA	\$ 77.40	\$ 65.79
0152294	EA	\$ 27.48	\$ 23.36
0152605	EA	\$ 222.24	\$ 188.90
0152635	EA	\$ 265.28	\$ 225.49
0152641	EA	\$ 90.47	\$ 76.90
0152717	EA	\$ 21.31	\$ 18.11
0152766	EA	\$ 0.44	\$ 0.37
0152774	EA	\$ 20.73	\$ 17.62
0152930	EA	\$ 189.16	\$ 160.79
0153000	EA	\$ 141.93	\$ 120.64
0153203	EA	\$ 315.54	\$ 268.21
0153320	EA	\$ 271.59	\$ 230.85
0153338	EA	\$ 7.52	\$ 6.39
0153370	EA	\$ 549.91	\$ 467.42
0153525	EA	\$ 56.71	\$ 48.20
0153574	EA	\$ 27.71	\$ 23.55
0153605	EA	\$ 588.96	\$ 500.62
0153775	EA	\$ 159.48	\$ 135.56
0153880	EA	\$ 145.29	\$ 123.50
0153883	EA	\$ 1.54	\$ 1.31
0153888	EA	\$ 19.13	\$ 16.26
0153895	EA	\$ 2.52	\$ 2.14
0153898	EA	\$ 31.12	\$ 26.45
0153899	EA	\$ 1.07	\$ 0.91
0153914	EA	\$ 185.44	\$ 157.62
0153964	EA	\$ 4.79	\$ 4.07
0155046	EA	\$ 792.48	\$ 673.61
0155130	EA	\$ 505.34	\$ 429.54
0155140	EA	\$ 468.16	\$ 397.94
0181341	EA	\$ 51.41	\$ 43.70
0182107	EA	\$ 133.27	\$ 113.28
0182615	EA	\$ 77.96	\$ 66.27
0182874	EA	\$ 87.96	\$ 74.77

Item Number	UM	List Price	Net Price
0183111	EA	\$ 37.82	\$ 32.15
0183112	EA	\$ 26.51	\$ 22.53
0183122	EA	\$ 67.71	\$ 57.55
0188210	EA	\$ 227.80	\$ 193.63
0189001	EA	\$ 29.11	\$ 24.74
0189030	EA	\$ 119.93	\$ 101.94
0189035	EA	\$ 119.93	\$ 101.94
0189036	EA	\$ 8.25	\$ 7.01
0189038	EA	\$ 12.36	\$ 10.51
0189056	EA	\$ 8.46	\$ 7.19
0189057	EA	\$ 33.64	\$ 28.59
0189058	EA	\$ 7.89	\$ 6.71
0189069	EA	\$ 60.48	\$ 51.41
0189076	EA	\$ 8.93	\$ 7.59
0189086	EA	\$ 18.44	\$ 15.67
0189087	EA	\$ 13.39	\$ 11.38
0189088	EA	\$ 9.35	\$ 7.95
0189089	EA	\$ 11.51	\$ 9.78
0189106	EA	\$ 72.25	\$ 61.41
0189108	EA	\$ 45.76	\$ 38.90
0189120	EA	\$ 16.27	\$ 13.83
0189123	EA	\$ 20.39	\$ 17.33
0189124	EA	\$ 19.06	\$ 16.20
0189132	EA	\$ 646.52	\$ 549.54
0189136	EA	\$ 15.15	\$ 12.88
0189155	EA	\$ 39.78	\$ 33.81
0189189	EA	\$ 261.54	\$ 222.31
0189192	EA	\$ 112.73	\$ 95.82
0189221	EA	\$ 61.72	\$ 52.46
0189244	EA	\$ 4.55	\$ 3.87
0189247	EA	\$ 1,011.71	\$ 859.95
0189292	EA	\$ 391.85	\$ 333.07
0189297	EA	\$ 424.07	\$ 360.46
0189310	EA	\$ 366.35	\$ 311.40
0189501	EA	\$ 1,354.02	\$ 1,150.92
0200607	EA	\$ 1.12	\$ 0.95
0200624	EA	\$ 0.60	\$ 0.51
0200700	EA	\$ 0.45	\$ 0.38
0201600	EA	\$ 6.16	\$ 5.24
0214503	EA	\$ 22.59	\$ 19.20
0214545	EA	\$ 130.32	\$ 110.77
0214605	EA	\$ 24.99	\$ 21.24
0214612	EA	\$ 25.24	\$ 21.45
0214652	EA	\$ 14.74	\$ 12.53
0214655	EA	\$ 20.13	\$ 17.11
0214659	EA	\$ 22.51	\$ 19.13
0214663	EA	\$ 19.65	\$ 16.70

Item Number	UM	List Price	Net Price
0215085	EA	\$ 23.99	\$ 20.39
0215160	AP	\$ 1.81	\$ 1.54
0215208	AP	\$ 14.87	\$ 12.64
0215217	AP	\$ 1.33	\$ 1.13
0215252	EA	\$ 8.89	\$ 7.56
0215301	EA	\$ 68.07	\$ 57.86
0215397	EA	\$ 37.24	\$ 31.65
0215402	EA	\$ 37.76	\$ 32.10
0215409	EA	\$ 30.09	\$ 25.58
0215563	EA	\$ 465.04	\$ 395.28
0215805	EA	\$ 46.67	\$ 39.67
0215806	EA	\$ 49.16	\$ 41.79
0215807	EA	\$ 53.42	\$ 45.41
0215808	EA	\$ 54.21	\$ 46.08
0215817	EA	\$ 78.18	\$ 66.45
0215818	EA	\$ 80.51	\$ 68.43
0215819	EA	\$ 85.13	\$ 72.36
0215820	EA	\$ 87.71	\$ 74.55
0215821	EA	\$ 89.84	\$ 76.36
0215822	EA	\$ 89.84	\$ 76.36
0215823	EA	\$ 94.26	\$ 80.12
0215824	EA	\$ 97.32	\$ 82.72
0215825	EA	\$ 96.84	\$ 82.31
0215830	EA	\$ 92.47	\$ 78.60
0215833	EA	\$ 98.13	\$ 83.41
0241586	EA	\$ 34.84	\$ 29.61
0241612	EA	\$ 17.73	\$ 15.07
0241616	EA	\$ 154.66	\$ 131.46
0500314	EA	\$ 19.25	\$ 16.36
0500420	EA	\$ 37.40	\$ 31.79
0500421	EA	\$ 13.72	\$ 11.66
0500435	EA	\$ 119.12	\$ 101.25
0500440	EA	\$ 43.96	\$ 37.37
0500509	EA	\$ 3.94	\$ 3.35
0500632	EA	\$ 6.11	\$ 5.19
0501951	EA	\$ 1,235.04	\$ 1,049.78
0501952	EA	\$ 40.81	\$ 34.69
0509600	EA	\$ 13.56	\$ 11.53
0600163	EA	\$ 43.41	\$ 36.90
0601205	EA	\$ 12.67	\$ 10.77
0601233	EA	\$ 22.46	\$ 19.09
0601235	EA	\$ 44.95	\$ 38.21
0601344	EA	\$ 49.92	\$ 42.43
0601397	EA	\$ 6.76	\$ 5.75
0601450	EA	\$ 128.69	\$ 109.39
0601451	EA	\$ 988.96	\$ 840.62
0601469	EA	\$ 59.24	\$ 50.35

Item Number	UM	List Price	Net Price
0601472	EA	\$ 43.00	\$ 36.55
0601535	EA	\$ 281.06	\$ 238.90
0601541	EA	\$ 89.86	\$ 76.38
0601712	EA	\$ 5.56	\$ 4.73
0601714	EA	\$ 110.11	\$ 93.59
0602131	EA	\$ 224.91	\$ 191.17
0602192	EA	\$ 54.27	\$ 46.13
0602249	EA	\$ 34.06	\$ 28.95
0602274	EA	\$ 43.06	\$ 36.60
0602275	EA	\$ 47.05	\$ 39.99
0602283	EA	\$ 11.34	\$ 9.64
0602576	EA	\$ 100.33	\$ 85.28
0602604	EA	\$ 102.04	\$ 86.73
0602615	EA	\$ 49.59	\$ 42.15
0602741	EA	\$ 93.60	\$ 79.56
0603188	EA	\$ 17.75	\$ 15.09
0603273	EA	\$ 20.28	\$ 17.24
0603291	EA	\$ 34.41	\$ 29.25
0603292	EA	\$ 20.49	\$ 17.42
0603418	EA	\$ 185.38	\$ 157.57
0603450	EA	\$ 2,521.65	\$ 2,143.40
0603563	EA	\$ 25.56	\$ 21.73
0603564	EA	\$ 25.56	\$ 21.73
0603745	EA	\$ 778.56	\$ 661.78
0603782	EA	\$ 10.59	\$ 9.00
0603783	EA	\$ 10.68	\$ 9.08
0603870	EA	\$ 848.96	\$ 721.62
0603882	EA	\$ 32.24	\$ 27.40
0603890	EA	\$ 131.81	\$ 112.04
0603938	EA	\$ 61.24	\$ 52.05
0603939	EA	\$ 66.36	\$ 56.41
0603940	EA	\$ 144.00	\$ 122.40
0604003	EA	\$ 16.00	\$ 13.60
0604004	EA	\$ 12.48	\$ 10.61
0604035	EA	\$ 329.39	\$ 279.98
0604055	EA	\$ 188.15	\$ 159.93
0604090	EA	\$ 313.52	\$ 266.49
0604188	EA	\$ 24.36	\$ 20.71
0604260	EA	\$ 18.56	\$ 15.78
0604396	EA	\$ 93.80	\$ 79.73
0604400	EA	\$ 1,150.15	\$ 977.63
0604419	EA	\$ 63.06	\$ 53.60
0604428	EA	\$ 9.19	\$ 7.81
0604429	EA	\$ 178.74	\$ 151.93
0604431	EA	\$ 3.60	\$ 3.06
0604525	EA	\$ 40.24	\$ 34.20
0604530	EA	\$ 40.24	\$ 34.20

Item Number	UM	List Price	Net Price
0604570	EA	\$ 753.58	\$ 640.54
0604907	EA	\$ 10.74	\$ 9.13
0604908	EA	\$ 40.59	\$ 34.50
0604909	EA	\$ 30.96	\$ 26.32
0604961	EA	\$ 15.39	\$ 13.08
0604980	EA	\$ 295.71	\$ 251.35
0605025	EA	\$ 386.20	\$ 328.27
0605030	EA	\$ 386.20	\$ 328.27
0605173	EA	\$ 73.16	\$ 62.19
0605174	EA	\$ 73.16	\$ 62.19
0605359	EA	\$ 91.34	\$ 77.64
0605361	EA	\$ 11.81	\$ 10.04
0605420	EA	\$ 324.02	\$ 275.42
0605440	EA	\$ 369.76	\$ 314.30
0605482	EA	\$ 85.04	\$ 72.28
0605484	EA	\$ 78.73	\$ 66.92
0605486	EA	\$ 261.68	\$ 222.43
0605490	EA	\$ 337.40	\$ 286.79
0605495	EA	\$ 227.76	\$ 193.60
0605583	EA	\$ 35.39	\$ 30.08
0605584	EA	\$ 20.39	\$ 17.33
0605602	EA	\$ 4.89	\$ 4.16
0605712	EA	\$ 1,471.45	\$ 1,250.73
0605720	EA	\$ 421.42	\$ 358.21
0605726	EA	\$ 1,262.55	\$ 1,073.17
0605727	EA	\$ 1,450.61	\$ 1,233.02
0605740	EA	\$ 2,878.21	\$ 2,446.48
0605745	EA	\$ 2,973.26	\$ 2,527.27
0605767	EA	\$ 93.25	\$ 79.26
0605808	EA	\$ 177.13	\$ 150.56
0605812	EA	\$ 31.52	\$ 26.79
0605813	EA	\$ 30.79	\$ 26.17
0605814	EA	\$ 21.36	\$ 18.16
0605822	EA	\$ 66.41	\$ 56.45
0605826	EA	\$ 98.71	\$ 83.90
0605827	EA	\$ 102.61	\$ 87.22
0605901	EA	\$ 18.38	\$ 15.62
0605902	EA	\$ 19.36	\$ 16.46
0605916	EA	\$ 88.76	\$ 75.45
0605917	EA	\$ 67.81	\$ 57.64
0606340	EA	\$ 308.72	\$ 262.41
0613202	EA	\$ 53.58	\$ 45.54
0613343	EA	\$ 66.33	\$ 56.38
0613344	EA	\$ 66.33	\$ 56.38
0613469	EA	\$ 1.09	\$ 0.93
0613530	EA	\$ 205.25	\$ 174.46
0613863	EA	\$ 44.98	\$ 38.23



Item Number	UM	List Price	Net Price
0614030	EA	\$ 566.49	\$ 481.52
0614036	EA	\$ 49.76	\$ 42.30
0614040	EA	\$ 153.96	\$ 130.87
0614052	EA	\$ 291.34	\$ 247.64
0614054	EA	\$ 3.56	\$ 3.03
0614055	EA	\$ 0.99	\$ 0.84
0614081	EA	\$ 490.40	\$ 416.84
0614082	EA	\$ 365.36	\$ 310.56
0614111	EA	\$ 25.20	\$ 21.42
0614150	EA	\$ 148.02	\$ 125.82
0614153	EA	\$ 24.89	\$ 21.16
0614165	EA	\$ 183.24	\$ 155.75
0614236	EA	\$ 38.69	\$ 32.89
0614248	EA	\$ 45.80	\$ 38.93
0614260	EA	\$ 109.66	\$ 93.21
0614425	EA	\$ 380.40	\$ 323.34
0614440	EA	\$ 2,780.18	\$ 2,363.15
0614450	EA	\$ 8.96	\$ 7.62
0614657	EA	\$ 98.39	\$ 83.63
0614660	EA	\$ 58.94	\$ 50.10
0616780	EA	\$ 45.09	\$ 38.33
0616919	EA	\$ 35.98	\$ 30.58
0617035	EA	\$ 62.78	\$ 53.36
0617126	EA	\$ 239.27	\$ 203.38
0617127	EA	\$ 210.76	\$ 179.15
0617280	EA	\$ 182.42	\$ 155.06
0617437	EA	\$ 154.94	\$ 131.70
0617452	EA	\$ 27.21	\$ 23.13
0617469	EA	\$ 151.05	\$ 128.39
0617625	EA	\$ 3,205.15	\$ 2,724.38
0617630	EA	\$ 3,205.15	\$ 2,724.38
0617638	EA	\$ 157.72	\$ 134.06
0618028	EA	\$ 92.73	\$ 78.82
0618905	EA	\$ 20.66	\$ 17.56
0619484	EA	\$ 12.93	\$ 10.99
0619731	EA	\$ 91.45	\$ 77.73
0619810	EA	\$ 277.36	\$ 235.76
0619811	EA	\$ 22.53	\$ 19.15
0619813	EA	\$ 155.42	\$ 132.11
0619814	EA	\$ 32.62	\$ 27.73
0620007	EA	\$ 119.89	\$ 101.91
0620044	EA	\$ 48.98	\$ 41.63
0620052	EA	\$ 255.51	\$ 217.18
0620094	EA	\$ 54.36	\$ 46.21
0620097	EA	\$ 49.51	\$ 42.08
0620195	EA	\$ 125.44	\$ 106.62
0620196	EA	\$ 6.68	\$ 5.68

Item Number	UM	List Price	Net Price
0620688	EA	\$ 15.98	\$ 13.58
0620714	EA	\$ 69.41	\$ 59.00
0620723	EA	\$ 11.59	\$ 9.85
0620727	EA	\$ 12.41	\$ 10.55
0620741	EA	\$ 69.24	\$ 58.85
0620745	EA	\$ 19.25	\$ 16.36
0620807	EA	\$ 17.66	\$ 15.01
0621016	EA	\$ 25.92	\$ 22.03
0621020	EA	\$ 12.36	\$ 10.51
0621024	EA	\$ 0.13	\$ 0.11
0621085	EA	\$ 168.21	\$ 142.98
0621087	EA	\$ 215.45	\$ 183.13
0621088	EA	\$ 215.45	\$ 183.13
0621133	EA	\$ 3.38	\$ 2.87
0622009	EA	\$ 199.18	\$ 169.30
0622156	EA	\$ 183.46	\$ 155.94
0623454	EA	\$ 15.42	\$ 13.11
0624013	EA	\$ 9.13	\$ 7.76
0637322	EA	\$ 45.53	\$ 38.70
0638338	EA	\$ 29.42	\$ 25.01
0640878	EA	\$ 50.94	\$ 43.30
0640893	EA	\$ 75.44	\$ 64.12
0640894	EA	\$ 36.42	\$ 30.96
0640908	EA	\$ 20.36	\$ 17.31
0640926	EA	\$ 4.82	\$ 4.10
0640933	EA	\$ 1.53	\$ 1.30
0640945	EA	\$ 9.85	\$ 8.37
0640946	EA	\$ 36.58	\$ 31.09
0641021	EA	\$ 8.11	\$ 6.89
0641115	EA	\$ 26.02	\$ 22.12
0642013	EA	\$ 65.20	\$ 55.42
0642025	EA	\$ 104.04	\$ 88.43
0643402	EA	\$ 275.51	\$ 234.18
0643407	EA	\$ 128.25	\$ 109.01
0643408	EA	\$ 86.71	\$ 73.70
0643409	EA	\$ 75.46	\$ 64.14
0643410	EA	\$ 75.33	\$ 64.03
0643411	EA	\$ 54.71	\$ 46.50
0643412	EA	\$ 87.24	\$ 74.15
0643452	EA	\$ 35.26	\$ 29.97
0643455	EA	\$ 134.48	\$ 114.31
0643457	EA	\$ 17.16	\$ 14.59
0643458	EA	\$ 8.69	\$ 7.39
0643459	EA	\$ 31.53	\$ 26.80
0643509	EA	\$ 29.68	\$ 25.23
0643525	EA	\$ 139.82	\$ 118.85
0643529	EA	\$ 37.56	\$ 31.93

Item Number	UM	List Price	Net Price
0643530	EA	\$ 175.39	\$ 149.08
0643532	EA	\$ 44.53	\$ 37.85
0643535	EA	\$ 139.82	\$ 118.85
0643542	EA	\$ 14.13	\$ 12.01
0643546	EA	\$ 10.07	\$ 8.56
0651400	EA	\$ 27.86	\$ 23.68
0660078	AP	\$ 115.65	\$ 98.30
0660260	EA	\$ 2,133.71	\$ 1,813.65
0660528	EA	\$ 75.96	\$ 64.57
0660529	EA	\$ 75.96	\$ 64.57
0661390	EA	\$ 233.24	\$ 198.25
0663068	EA	\$ 30.36	\$ 25.81
0670022	EA	\$ 246.14	\$ 209.22
0670126	EA	\$ 2.96	\$ 2.52
0672045	EA	\$ 35.09	\$ 29.83
1000065	EA	\$ 39.25	\$ 33.36
1055FX	EA	\$ 1.21	\$ 1.03
108708A	EA	\$ 0.09	\$ 0.08
10DS3	EA	\$ 22.80	\$ 19.38
1100166	EA	\$ 0.76	\$ 0.65
1100193	EA	\$ 127.02	\$ 107.97
1100322	EA	\$ 21.00	\$ 17.85
1100345	EA	\$ 36.38	\$ 30.92
1100346	EA	\$ 14.11	\$ 11.99
1100401	EA	\$ 0.49	\$ 0.42
1100490	EA	\$ 29.07	\$ 24.71
1100713	EA	\$ 0.47	\$ 0.40
1100719	EA	\$ 7.36	\$ 6.26
1100723	EA	\$ 98.95	\$ 84.11
1100736	EA	\$ 5.81	\$ 4.94
1101216	EA	\$ 178.14	\$ 151.42
1101290	EA	\$ 6.24	\$ 5.30
1101335	EA	\$ 274.98	\$ 233.73
1101462	EA	\$ 3.01	\$ 2.56
1102115	EA	\$ 82.42	\$ 70.06
1102370	EA	\$ 26.44	\$ 22.47
1102456	EA	\$ 71.95	\$ 61.16
1102748	EA	\$ 54.55	\$ 46.37
1102754	EA	\$ 8.82	\$ 7.50
1102875	EA	\$ 12.84	\$ 10.91
110310A	EA	\$ 1.22	\$ 1.04
110311A	EA	\$ 1.88	\$ 1.60
110312A	EA	\$ 2.91	\$ 2.47
1103375	EA	\$ 201.19	\$ 171.01
1103579	EA	\$ 17.76	\$ 15.10
1103582	EA	\$ 45.41	\$ 38.60
1103584	EA	\$ 206.19	\$ 175.26

Item Number	UM	List Price	Net Price
1103708	EA	\$ 246.33	\$ 209.38
1104121	EA	\$ 0.39	\$ 0.33
1104202	EA	\$ 51.00	\$ 43.35
1104221	EA	\$ 775.76	\$ 659.40
1104299	EA	\$ 182.88	\$ 155.45
1104300	EA	\$ 2.59	\$ 2.20
1104668	EA	\$ 10.58	\$ 8.99
1104685	EA	\$ 23.41	\$ 19.90
1104686	EA	\$ 24.69	\$ 20.99
1105171	EA	\$ 62.08	\$ 52.77
1105284	EA	\$ 3.04	\$ 2.58
1105408	EA	\$ 1,843.74	\$ 1,567.18
1105498	EA	\$ 581.75	\$ 494.49
1105523	EA	\$ 61.79	\$ 52.52
1105661	EA	\$ 128.64	\$ 109.34
1105770	EA	\$ 30.75	\$ 26.14
1105784	EA	\$ 1.07	\$ 0.91
1105787	EA	\$ 0.44	\$ 0.37
1105844	EA	\$ 25.19	\$ 21.41
1106173	EA	\$ 8.55	\$ 7.27
1106179	EA	\$ 1.11	\$ 0.94
1106373	EA	\$ 24.16	\$ 20.54
1106374	EA	\$ 37.39	\$ 31.78
1106546	EA	\$ 36.60	\$ 31.11
1106552	EA	\$ 512.06	\$ 435.25
1106556	EA	\$ 1,036.26	\$ 880.82
1106559	EA	\$ 1,260.25	\$ 1,071.21
1106591	EA	\$ 292.91	\$ 248.97
1106594	EA	\$ 61.45	\$ 52.23
1106615	EA	\$ 26.16	\$ 22.24
1106617	EA	\$ 45.18	\$ 38.40
1106753	EA	\$ 20.98	\$ 17.83
1106843	EA	\$ 57.98	\$ 49.28
1106849	EA	\$ 12.09	\$ 10.28
1106937	EA	\$ 81.47	\$ 69.25
1107008	EA	\$ 29.84	\$ 25.36
1107009	EA	\$ 16.73	\$ 14.22
1107021	EA	\$ 89.24	\$ 75.85
1107073	EA	\$ 6.16	\$ 5.24
1107195	EA	\$ 4.35	\$ 3.70
1107335	EA	\$ 111.52	\$ 94.79
1107403	EA	\$ 48.71	\$ 41.40
1107464	EA	\$ 71.02	\$ 60.37
1107761	EA	\$ 1,308.32	\$ 1,112.07
1107844	EA	\$ 35.16	\$ 29.89
1107994	EA	\$ 9.74	\$ 8.28
1108072	EA	\$ 155.45	\$ 132.13

Item Number	UM	List Price	Net Price
1108123	EA	\$ 240.22	\$ 204.19
1108125	EA	\$ 8.96	\$ 7.62
1108127	EA	\$ 60.01	\$ 51.01
1108128	EA	\$ 17.81	\$ 15.14
1108130	EA	\$ 36.73	\$ 31.22
1108131	EA	\$ 75.46	\$ 64.14
1108237	EA	\$ 254.80	\$ 216.58
1108242	EA	\$ 97.32	\$ 82.72
1108328	EA	\$ 9.27	\$ 7.88
1108329	EA	\$ 13.40	\$ 11.39
1108352	EA	\$ 38.08	\$ 32.37
1108353	EA	\$ 20.94	\$ 17.80
1108401	EA	\$ 27.85	\$ 23.67
1108501	EA	\$ 141.55	\$ 120.32
1108582	EA	\$ 173.53	\$ 147.50
1108631	EA	\$ 14.65	\$ 12.45
1108667	EA	\$ 154.66	\$ 131.46
1108668	EA	\$ 136.00	\$ 115.60
1108669	EA	\$ 136.00	\$ 115.60
1108689	EA	\$ 216.13	\$ 183.71
1108707	EA	\$ 49.12	\$ 41.75
1108708	EA	\$ 50.54	\$ 42.96
1108713	EA	\$ 11.93	\$ 10.14
1108717	EA	\$ 30.29	\$ 25.75
1108718	EA	\$ 22.91	\$ 19.47
1108802	EA	\$ 72.74	\$ 61.83
1108803	EA	\$ 23.02	\$ 19.57
1108804	EA	\$ 22.04	\$ 18.73
1108968	EA	\$ 24.66	\$ 20.96
1109509	EA	\$ 16.71	\$ 14.20
1110785	EA	\$ 1.93	\$ 1.64
1111074	EA	\$ 48.69	\$ 41.39
1111731	EA	\$ 5.89	\$ 5.01
111316A	EA	\$ 1.54	\$ 1.31
111317A	EA	\$ 1.46	\$ 1.24
111454A	EA	\$ 2.81	\$ 2.39
1130076	EA	\$ 19.80	\$ 16.83
1130106	EA	\$ 834.76	\$ 709.55
1130107	EA	\$ 457.73	\$ 389.07
1130109	EA	\$ 523.56	\$ 445.03
1130115	EA	\$ 22.52	\$ 19.14
1130116	EA	\$ 22.71	\$ 19.30
1130266	EA	\$ 61.95	\$ 52.66
1130388	EA	\$ 59.44	\$ 50.52
1130389	EA	\$ 60.02	\$ 51.02
1130390	EA	\$ 222.72	\$ 189.31
1130391	EA	\$ 222.72	\$ 189.31

Item Number	UM	List Price	Net Price
1130756	EA	\$ 14.00	\$ 11.90
1130941	EA	\$ 45.98	\$ 39.08
1130953	EA	\$ 49.36	\$ 41.96
1130974	EA	\$ 39.96	\$ 33.97
1131207	EA	\$ 19.49	\$ 16.57
1131302	EA	\$ 6.84	\$ 5.81
1131361	EA	\$ 4.85	\$ 4.12
1131363	EA	\$ 7.68	\$ 6.53
1131486	EA	\$ 0.11	\$ 0.09
1131490	EA	\$ 1.21	\$ 1.03
1131495	EA	\$ 0.24	\$ 0.20
1131507	EA	\$ 0.19	\$ 0.16
1131607	EA	\$ 8.64	\$ 7.34
1131695	EA	\$ 41.96	\$ 35.67
1131727	EA	\$ 92.05	\$ 78.24
1131754	EA	\$ 77.82	\$ 66.15
1131888	EA	\$ 12.20	\$ 10.37
1131890	EA	\$ 12.20	\$ 10.37
1131892	EA	\$ 11.58	\$ 9.84
1131896	EA	\$ 12.11	\$ 10.29
1131897	EA	\$ 12.33	\$ 10.48
1132439	EA	\$ 871.79	\$ 741.02
1132505	EA	\$ 964.39	\$ 819.73
1132627	EA	\$ 1,772.32	\$ 1,506.47
1133341	EA	\$ 37.79	\$ 32.12
1133815	EA	\$ 144.76	\$ 123.05
1133816	EA	\$ 67.33	\$ 57.23
1133818	EA	\$ 71.91	\$ 61.12
1133837	EA	\$ 86.33	\$ 73.38
1133838	EA	\$ 115.85	\$ 98.47
1133937	EA	\$ 1.64	\$ 1.39
1133943	EA	\$ 30.15	\$ 25.63
1133946	EA	\$ 14.92	\$ 12.68
1133950	EA	\$ 55.94	\$ 47.55
1134020	EA	\$ 33.78	\$ 28.71
1134026	EA	\$ 24.98	\$ 21.23
1134033	EA	\$ 8.34	\$ 7.09
1134038	EA	\$ 21.28	\$ 18.09
1134059	EA	\$ 30.96	\$ 26.32
1134154	EA	\$ 2.06	\$ 1.75
1134179	EA	\$ 28.00	\$ 23.80
1134191	EA	\$ 12.04	\$ 10.23
1134217	EA	\$ 191.54	\$ 162.81
1134288	EA	\$ 222.85	\$ 189.42
1134325	EA	\$ 483.91	\$ 411.32
1134432	EA	\$ 0.56	\$ 0.48
1134436	EA	\$ 0.82	\$ 0.70

Item Number	UM	List Price	Net Price
1136592	EA	\$ 0.36	\$ 0.31
1136593	EA	\$ 0.35	\$ 0.30
1136595	EA	\$ 0.31	\$ 0.26
1136615	EA	\$ 0.62	\$ 0.53
1136708	EA	\$ 0.59	\$ 0.50
1136745	EA	\$ 0.59	\$ 0.50
1136754	EA	\$ 1.02	\$ 0.87
1136756	EA	\$ 1.12	\$ 0.95
1136859	EA	\$ 0.88	\$ 0.75
1136874	EA	\$ 3.36	\$ 2.86
1136941	EA	\$ 5.42	\$ 4.61
1136976	EA	\$ 3.95	\$ 3.36
1137022	EA	\$ 9.48	\$ 8.06
1137068	AP	\$ 7.42	\$ 6.31
1137282	EA	\$ 40.84	\$ 34.71
1137725	EA	\$ 75.86	\$ 64.48
1137937	EA	\$ 54.18	\$ 46.05
1137938	EA	\$ 99.87	\$ 84.89
1138093	EA	\$ 33.25	\$ 28.26
1138103	EA	\$ 8.06	\$ 6.85
1138105	EA	\$ 16.47	\$ 14.00
1138106	EA	\$ 100.49	\$ 85.42
1138116	EA	\$ 2.40	\$ 2.04
1138117	EA	\$ 15.93	\$ 13.54
1138119	EA	\$ 11.92	\$ 10.13
1138134	EA	\$ 3.21	\$ 2.73
1138152	EA	\$ 136.42	\$ 115.96
1138153	EA	\$ 188.11	\$ 159.89
1138154	EA	\$ 187.79	\$ 159.62
1138155	EA	\$ 57.80	\$ 49.13
1138195	EA	\$ 41.05	\$ 34.89
1138378	EA	\$ 765.19	\$ 650.41
1138876	EA	\$ 74.99	\$ 63.74
1138898	EA	\$ 465.62	\$ 395.78
1138900	EA	\$ 61.71	\$ 52.45
1139013	EA	\$ 168.24	\$ 143.00
1139015	EA	\$ 155.78	\$ 132.41
1139024	EA	\$ 144.21	\$ 122.58
1139028	EA	\$ 154.13	\$ 131.01
1139039	EA	\$ 87.18	\$ 74.10
1139049	EA	\$ 97.00	\$ 82.45
1139050	EA	\$ 97.00	\$ 82.45
1139054	EA	\$ 67.16	\$ 57.09
1139057	EA	\$ 102.16	\$ 86.84
1139067	EA	\$ 105.47	\$ 89.65
1139078	EA	\$ 90.01	\$ 76.51
1139082	EA	\$ 79.80	\$ 67.83

Item Number	UM	List Price	Net Price
1139085	EA	\$ 80.94	\$ 68.80
1139095	EA	\$ 34.04	\$ 28.93
1139101	EA	\$ 23.11	\$ 19.64
1139106	EA	\$ 41.79	\$ 35.52
1139119	EA	\$ 314.41	\$ 267.25
1139149	EA	\$ 3,754.85	\$ 3,191.62
1139838	EA	\$ 224.68	\$ 190.98
1139840	EA	\$ 296.28	\$ 251.84
1140091	EA	\$ 15.09	\$ 12.83
1140308	EA	\$ 4.46	\$ 3.79
1140545	EA	\$ 208.89	\$ 177.56
1140864	EA	\$ 35.98	\$ 30.58
1140988	EA	\$ 56.66	\$ 48.16
1141015	EA	\$ 17.39	\$ 14.78
1141155	EA	\$ 14.69	\$ 12.49
1141238	EA	\$ 139.47	\$ 118.55
1141719	EA	\$ 38.58	\$ 32.79
1141739	EA	\$ 42.00	\$ 35.70
1141740	EA	\$ 43.06	\$ 36.60
1142326	EA	\$ 83.11	\$ 70.64
1142618	EA	\$ 19.72	\$ 16.76
1142686	EA	\$ 12.76	\$ 10.85
1142700	EA	\$ 73.58	\$ 62.54
1142769	EA	\$ 682.04	\$ 579.73
1142785	EA	\$ 48.16	\$ 40.94
1142786	EA	\$ 25.60	\$ 21.76
1143126	EA	\$ 37.21	\$ 31.63
1143248	EA	\$ 285.88	\$ 243.00
1143635	EA	\$ 98.06	\$ 83.35
1143857	EA	\$ 35.27	\$ 29.98
1143959	EA	\$ 6.81	\$ 5.79
1144125	EA	\$ 98.96	\$ 84.12
1144206	EA	\$ 17.45	\$ 14.83
1144281	EA	\$ 10.66	\$ 9.06
1144543	EA	\$ 161.01	\$ 136.86
1144544	EA	\$ 119.66	\$ 101.71
1144545	EA	\$ 118.88	\$ 101.05
1144594	EA	\$ 18.35	\$ 15.60
1144703	EA	\$ 425.05	\$ 361.29
1144704	EA	\$ 562.53	\$ 478.15
1144772	EA	\$ 2.56	\$ 2.18
1144792	EA	\$ 70.05	\$ 59.54
1144912	EA	\$ 370.01	\$ 314.51
1144925	EA	\$ 229.47	\$ 195.05
1144936	EA	\$ 229.47	\$ 195.05
1145139	EA	\$ 14.67	\$ 12.47
1145669	EA	\$ 25.71	\$ 21.85



Item Number	UM	List Price	Net Price
1145681	EA	\$ 9.55	\$ 8.12
1145714	EA	\$ 47.04	\$ 39.98
1146250	EA	\$ 206.64	\$ 175.64
1146534	EA	\$ 100.11	\$ 85.09
1146535	EA	\$ 100.11	\$ 85.09
1146536	EA	\$ 100.11	\$ 85.09
1146537	EA	\$ 100.11	\$ 85.09
1146690	EA	\$ 87.91	\$ 74.72
1146802	EA	\$ 68.75	\$ 58.44
1147124	EA	\$ 303.56	\$ 258.03
1147452	EA	\$ 68.44	\$ 58.17
1147453	EA	\$ 82.55	\$ 70.17
1147454	EA	\$ 49.14	\$ 41.77
1147461	EA	\$ 28.21	\$ 23.98
1147465	EA	\$ 0.11	\$ 0.09
1147478	EA	\$ 15.14	\$ 12.87
1147479	EA	\$ 10.82	\$ 9.20
1147503	EA	\$ 277.07	\$ 235.51
1147505	EA	\$ 293.01	\$ 249.06
1147510	EA	\$ 365.98	\$ 311.08
1147511	EA	\$ 372.44	\$ 316.57
1147512	EA	\$ 365.98	\$ 311.08
1147513	EA	\$ 372.44	\$ 316.57
1148013	EA	\$ 18.35	\$ 15.60
1148217	EA	\$ 88.42	\$ 75.16
1148251	EA	\$ 191.13	\$ 162.46
1148592	EA	\$ 48.08	\$ 40.87
1148908	EA	\$ 1.21	\$ 1.03
1149353	EA	\$ 760.02	\$ 646.02
1149515	EA	\$ 2,486.00	\$ 2,113.10
1149524	EA	\$ 12.54	\$ 10.66
1150007	EA	\$ 63.09	\$ 53.63
115217A	EA	\$ 2.04	\$ 1.73
115293A	EA	\$ 0.73	\$ 0.62
115304A	EA	\$ 1.04	\$ 0.88
115307A	EA	\$ 0.96	\$ 0.82
115401D	EA	\$ 534.26	\$ 454.12
1155959	EA	\$ 52.24	\$ 44.40
1156028	EA	\$ 325.66	\$ 276.81
1156100	EA	\$ 85.38	\$ 72.57
1156119	EA	\$ 45.11	\$ 38.34
1164652	EA	\$ 1.48	\$ 1.26
1164818	EA	\$ 0.05	\$ 0.04
1164967	EA	\$ 0.71	\$ 0.60
1164968	EA	\$ 0.62	\$ 0.53
1164971	EA	\$ 0.80	\$ 0.68
1164978	EA	\$ 0.93	\$ 0.79

Item Number	UM	List Price	Net Price
1164979	EA	\$ 0.96	\$ 0.82
1164980	EA	\$ 0.78	\$ 0.66
1164981	EA	\$ 0.91	\$ 0.77
1164984	EA	\$ 1.72	\$ 1.46
1164989	EA	\$ 1.93	\$ 1.64
1164995	EA	\$ 3.80	\$ 3.23
1165011	EA	\$ 3.04	\$ 2.58
1165012	EA	\$ 3.85	\$ 3.27
1165014	EA	\$ 4.13	\$ 3.51
1165015	EA	\$ 4.29	\$ 3.65
1165016	EA	\$ 5.00	\$ 4.25
1165017	EA	\$ 7.88	\$ 6.70
1165019	EA	\$ 6.61	\$ 5.62
1165020	EA	\$ 10.91	\$ 9.27
1165110	EA	\$ 20.62	\$ 17.53
1165430	EA	\$ 0.48	\$ 0.41
1165433	EA	\$ 0.93	\$ 0.79
1165926	EA	\$ 54.56	\$ 46.38
1165928	EA	\$ 53.86	\$ 45.78
1166275	EA	\$ 24.60	\$ 20.91
1166378	EA	\$ 29.25	\$ 24.86
1166431	EA	\$ 26.44	\$ 22.47
1166436	EA	\$ 19.84	\$ 16.86
1166437	EA	\$ 39.71	\$ 33.75
1166438	EA	\$ 94.71	\$ 80.50
1166439	EA	\$ 49.99	\$ 42.49
1166695	EA	\$ 9.65	\$ 8.20
1166847	EA	\$ 29.06	\$ 24.70
1168060	EA	\$ 93.04	\$ 79.08
1168061	EA	\$ 156.45	\$ 132.98
1168117	EA	\$ 93.72	\$ 79.66
1168120	EA	\$ 100.42	\$ 85.36
1168364	EA	\$ 10.13	\$ 8.61
1168379	EA	\$ 127.71	\$ 108.55
1168391	EA	\$ 173.44	\$ 147.42
1168394	EA	\$ 165.92	\$ 141.03
1168396	EA	\$ 123.73	\$ 105.17
1168398	EA	\$ 80.09	\$ 68.08
1169354	EA	\$ 39.48	\$ 33.56
1169355	EA	\$ 39.67	\$ 33.72
1169356	EA	\$ 41.72	\$ 35.46
1169357	EA	\$ 31.06	\$ 26.40
1169462	EA	\$ 19.36	\$ 16.46
1170719	EA	\$ 142.14	\$ 120.82
1170860	EA	\$ 313.09	\$ 266.13
1171741	EA	\$ 2.20	\$ 1.87
1171963	EA	\$ 9.06	\$ 7.70

Item Number	UM	List Price	Net Price
1173259	EA	\$ 1.16	\$ 0.99
11763FX	EA	\$ 1.71	\$ 1.45
1177811	EA	\$ 0.44	\$ 0.37
1178390	EA	\$ 213.25	\$ 181.26
1178861	EA	\$ 43.85	\$ 37.27
1179694	EA	\$ 285.45	\$ 242.63
1179840	EA	\$ 103.01	\$ 87.56
1180086	EA	\$ 498.53	\$ 423.75
1180087	EA	\$ 219.48	\$ 186.56
1180239	EA	\$ 11.19	\$ 9.51
1180348	EA	\$ 2,735.92	\$ 2,325.53
1180477	EA	\$ 368.11	\$ 312.89
1180523	EA	\$ 42.31	\$ 35.96
1180596	EA	\$ 18.45	\$ 15.68
1180748	EA	\$ 1,141.36	\$ 970.16
1180751	EA	\$ 412.36	\$ 350.51
1180753	EA	\$ 1,063.84	\$ 904.26
1180838	EA	\$ 416.00	\$ 353.60
1180839	EA	\$ 452.48	\$ 384.61
1181073	EA	\$ 93.66	\$ 79.61
1181080	EA	\$ 429.91	\$ 365.42
1181136	EA	\$ 36.56	\$ 31.08
1181209	EA	\$ 558.06	\$ 474.35
1181210	EA	\$ 387.20	\$ 329.12
1181211	EA	\$ 319.12	\$ 271.25
1181252	EA	\$ 518.51	\$ 440.73
1181314	EA	\$ 901.27	\$ 766.08
1181889	EA	\$ 1,632.52	\$ 1,387.64
1182047	EA	\$ 445.92	\$ 379.03
1182091	EA	\$ 27.86	\$ 23.68
1182160	EA	\$ 83.44	\$ 70.92
1182165	EA	\$ 101.67	\$ 86.42
1182224	EA	\$ 12.11	\$ 10.29
1182688	EA	\$ 0.82	\$ 0.70
1183141	EA	\$ 0.67	\$ 0.57
120358B	EA	\$ 13.52	\$ 11.49
120622A	EA	\$ 2.11	\$ 1.79
1212FX	EA	\$ 4.89	\$ 4.16
1216FX	EA	\$ 14.27	\$ 12.13
1220FX	EA	\$ 4.09	\$ 3.48
1224942	EA	\$ 38.31	\$ 32.56
1225758	EA	\$ 50.09	\$ 42.58
1225871	EA	\$ 1.44	\$ 1.22
1226926	EA	\$ 100.31	\$ 85.26
1226970	EA	\$ 17.51	\$ 14.88
1226980	EA	\$ 46.00	\$ 39.10
1227106	EA	\$ 153.13	\$ 130.16

Item Number	UM	List Price	Net Price
1228002	EA	\$ 368.15	\$ 312.93
1228075	EA	\$ 112.41	\$ 95.55
1228131	EA	\$ 91.08	\$ 77.42
1228674	EA	\$ 101.88	\$ 86.60
1228917	EA	\$ 20.31	\$ 17.26
1230272	EA	\$ 0.44	\$ 0.37
1230478	EA	\$ 29.56	\$ 25.13
1230634	EA	\$ 18.11	\$ 15.39
1230635	EA	\$ 78.48	\$ 66.71
1230985	EA	\$ 0.86	\$ 0.73
1231118	EA	\$ 959.36	\$ 815.46
1231627	EA	\$ 31.68	\$ 26.93
1231648	EA	\$ 13.84	\$ 11.76
1232474	EA	\$ 5.76	\$ 4.90
1232520	EA	\$ 326.49	\$ 277.52
1232615	EA	\$ 0.46	\$ 0.39
1232862	EA	\$ 149.12	\$ 126.75
1233011	EA	\$ 51.78	\$ 44.01
1233304	EA	\$ 75.41	\$ 64.10
1233393	EA	\$ 327.11	\$ 278.04
123341A	EA	\$ 2.22	\$ 1.89
1233612	EA	\$ 0.15	\$ 0.13
1234133	EA	\$ 59.71	\$ 50.75
123414A	EA	\$ 4.62	\$ 3.93
1234329	EA	\$ 11.66	\$ 9.91
1234330	EA	\$ 6.31	\$ 5.36
1234334	EA	\$ 14.00	\$ 11.90
1234335	EA	\$ 9.36	\$ 7.96
1234348	EA	\$ 73.12	\$ 62.15
1234401	EA	\$ 467.34	\$ 397.24
1234603	EA	\$ 851.60	\$ 723.86
1234648	EA	\$ 91.06	\$ 77.40
1234649	EA	\$ 91.01	\$ 77.36
1234650	EA	\$ 91.05	\$ 77.39
1234651	EA	\$ 91.06	\$ 77.40
1234835	EA	\$ 82.78	\$ 70.36
1234837	EA	\$ 18.28	\$ 15.54
1234979	EA	\$ 1,116.46	\$ 948.99
1235058	EA	\$ 159.36	\$ 135.46
1235059	EA	\$ 159.36	\$ 135.46
1235060	EA	\$ 132.96	\$ 113.02
1235061	EA	\$ 132.96	\$ 113.02
1235116	EA	\$ 15.81	\$ 13.44
1235200	EA	\$ 2.65	\$ 2.25
1235424	EA	\$ 16.32	\$ 13.87
1235496	EA	\$ 5.49	\$ 4.67
1235607	EA	\$ 3,665.11	\$ 3,115.34

Item Number	UM	List Price	Net Price
1235687	EA	\$ 30.45	\$ 25.88
1235690	EA	\$ 89.24	\$ 75.85
1235694	EA	\$ 385.44	\$ 327.62
1235784	EA	\$ 5.69	\$ 4.84
1235785	EA	\$ 21.16	\$ 17.99
1235795	EA	\$ 837.67	\$ 712.02
1235796	EA	\$ 843.89	\$ 717.31
1235987	EA	\$ 304.89	\$ 259.16
1236233	EA	\$ 54.41	\$ 46.25
1236308	EA	\$ 5.08	\$ 4.32
1236356	EA	\$ 534.29	\$ 454.15
1236615	EA	\$ 437.36	\$ 371.76
1236644	EA	\$ 811.29	\$ 689.60
1236795	EA	\$ 413.35	\$ 351.35
1237580	EA	\$ 1,830.00	\$ 1,555.50
1237582	EA	\$ 1,945.80	\$ 1,653.93
1237623	EA	\$ 43.35	\$ 36.85
1237696	EA	\$ 152.53	\$ 129.65
1237772	EA	\$ 156.61	\$ 133.12
1238208	EA	\$ 24.71	\$ 21.00
1238209	EA	\$ 13.32	\$ 11.32
1238559	EA	\$ 814.64	\$ 692.44
1238626	EA	\$ 438.54	\$ 372.76
1238742	EA	\$ 79.00	\$ 67.15
1238743	EA	\$ 69.39	\$ 58.98
1238767	EA	\$ 44.68	\$ 37.98
1238776	EA	\$ 48.42	\$ 41.16
1238779	EA	\$ 10.00	\$ 8.50
1238780	EA	\$ 22.11	\$ 18.79
1238781	EA	\$ 11.95	\$ 10.16
1238782	EA	\$ 207.88	\$ 176.70
1238784	EA	\$ 327.86	\$ 278.68
1238785	EA	\$ 310.16	\$ 263.64
1238786	EA	\$ 135.26	\$ 114.97
1238787	EA	\$ 140.91	\$ 119.77
1238790	EA	\$ 13.11	\$ 11.14
1238797	EA	\$ 32.46	\$ 27.59
1238798	EA	\$ 29.20	\$ 24.82
1238804	EA	\$ 43.66	\$ 37.11
123907C	EA	\$ 514.13	\$ 437.01
1239804	EA	\$ 209.84	\$ 178.36
1239879	EA	\$ 1,306.69	\$ 1,110.69
1239996	EA	\$ 46.22	\$ 39.29
1240413	EA	\$ 206.24	\$ 175.30
1240459	EA	\$ 33.08	\$ 28.12
1240480	EA	\$ 923.54	\$ 785.01
1240517	EA	\$ 1.96	\$ 1.67

Item Number	UM	List Price	Net Price
1240593	EA	\$ 78.71	\$ 66.90
1240594	EA	\$ 97.19	\$ 82.61
1240842	EA	\$ 84.61	\$ 71.92
1241109	EA	\$ 0.72	\$ 0.61
1241147	EA	\$ 31.25	\$ 26.56
1241493	EA	\$ 0.04	\$ 0.03
1241564	EA	\$ 0.64	\$ 0.54
1241618	EA	\$ 0.39	\$ 0.33
1241652	EA	\$ 0.09	\$ 0.08
1243435	EA	\$ 5.27	\$ 4.48
1243637	EA	\$ 0.55	\$ 0.47
1243656	EA	\$ 1.31	\$ 1.11
1243671	EA	\$ 0.71	\$ 0.60
1243674	EA	\$ 0.44	\$ 0.37
1243703	EA	\$ 4.59	\$ 3.90
1243784	EA	\$ 2.01	\$ 1.71
1243843	EA	\$ 8.39	\$ 7.13
1244719	EA	\$ 4.15	\$ 3.53
1244724	EA	\$ 1.88	\$ 1.60
1244725	EA	\$ 1.91	\$ 1.62
1245008	EA	\$ 0.08	\$ 0.07
1245216	EA	\$ 0.04	\$ 0.03
1245673	EA	\$ 0.46	\$ 0.39
1246226	EA	\$ 0.25	\$ 0.21
124623A	AP	\$ 4.12	\$ 3.50
1251403	EA	\$ 19.53	\$ 16.60
1251404	EA	\$ 84.87	\$ 72.14
1251415	EA	\$ 111.00	\$ 94.35
1251462	EA	\$ 431.81	\$ 367.04
1251763	EA	\$ 8.82	\$ 7.50
1253397	EA	\$ 476.24	\$ 404.80
1253793	EA	\$ 174.96	\$ 148.72
1254043	EA	\$ 79.71	\$ 67.75
1254645	EA	\$ 54.69	\$ 46.49
1255105	EA	\$ 256.26	\$ 217.82
1255236	EA	\$ 3.29	\$ 2.80
1255668	EA	\$ 1,340.54	\$ 1,139.46
125625A	EA	\$ 4.36	\$ 3.71
1256402	EA	\$ 94.84	\$ 80.61
125647A	EA	\$ 5.47	\$ 4.65
1256487	EA	\$ 450.34	\$ 382.79
1256494	EA	\$ 413.53	\$ 351.50
1256615	EA	\$ 16.96	\$ 14.42
1256616	EA	\$ 10.84	\$ 9.21
1256663	EA	\$ 32.04	\$ 27.23
1257136	EA	\$ 688.87	\$ 585.54
1257313	EA	\$ 1,064.75	\$ 905.04

<b>Item Number</b>	<b>UM</b>	<b>List Price</b>	<b>Net Price</b>
1257778	EA	\$ 1,346.31	\$ 1,144.36
1260220	EA	\$ 490.67	\$ 417.07
1260383	EA	\$ 24.52	\$ 20.84
1260389	EA	\$ 7.26	\$ 6.17
1260390	EA	\$ 4.91	\$ 4.17
1260396	EA	\$ 3.07	\$ 2.61
1260415	EA	\$ 3.13	\$ 2.66
1260417	EA	\$ 3.15	\$ 2.68
1260418	EA	\$ 11.07	\$ 9.41
1260427	EA	\$ 7.67	\$ 6.52
1260429	EA	\$ 5.25	\$ 4.46
1260433	EA	\$ 7.32	\$ 6.22
1260436	EA	\$ 5.27	\$ 4.48
1260439	EA	\$ 6.67	\$ 5.67
1260453	EA	\$ 1.96	\$ 1.67
1260455	EA	\$ 3.24	\$ 2.75
1260486	EA	\$ 3.09	\$ 2.63
1260506	EA	\$ 10.28	\$ 8.74
1260508	EA	\$ 16.19	\$ 13.76
1260521	EA	\$ 7.69	\$ 6.54
1260527	EA	\$ 11.91	\$ 10.12
1260532	EA	\$ 4.64	\$ 3.94
1260533	EA	\$ 4.87	\$ 4.14
1260535	EA	\$ 5.02	\$ 4.27
1260536	EA	\$ 4.74	\$ 4.03
1260544	EA	\$ 4.61	\$ 3.92
1260563	EA	\$ 6.29	\$ 5.35
1260567	EA	\$ 10.16	\$ 8.64
1260588	EA	\$ 3.74	\$ 3.18
1260591	EA	\$ 2.04	\$ 1.73
1260592	EA	\$ 1.22	\$ 1.04
1260593	EA	\$ 1.81	\$ 1.54
1260594	EA	\$ 11.87	\$ 10.09
1260606	EA	\$ 21.33	\$ 18.13
1260610	EA	\$ 55.85	\$ 47.47
1260644	EA	\$ 29.38	\$ 24.97
1260647	EA	\$ 13.19	\$ 11.21
1260686	EA	\$ 21.87	\$ 18.59
1261253	EA	\$ 389.05	\$ 330.69
1261634	EA	\$ 263.96	\$ 224.37
1261684	EA	\$ 0.87	\$ 0.74
1261998	EA	\$ 144.14	\$ 122.52
1262006	EA	\$ 36.33	\$ 30.88
1262042	EA	\$ 5,886.35	\$ 5,003.40
1262184	EA	\$ 22.54	\$ 19.16
1262236	EA	\$ 16.14	\$ 13.72
1262250	EA	\$ 12.95	\$ 11.01

Item Number	UM	List Price	Net Price
1262270	EA	\$ 455.76	\$ 387.40
1262807	EA	\$ 508.76	\$ 432.45
1262961	EA	\$ 1,862.31	\$ 1,582.96
1262966	EA	\$ 2,784.11	\$ 2,366.49
1263400	EA	\$ 1,584.86	\$ 1,347.13
1263578	EA	\$ 346.64	\$ 294.64
1263737	EA	\$ 4,150.76	\$ 3,528.15
1264144	EA	\$ 2.68	\$ 2.28
1264580	EA	\$ 26.85	\$ 22.82
1267638	EA	\$ 68.11	\$ 57.89
1268200	EA	\$ 4.44	\$ 3.77
1268646	EA	\$ 433.48	\$ 368.46
1269327	EA	\$ 771.31	\$ 655.61
1269330	EA	\$ 178.55	\$ 151.77
1269732	EA	\$ 549.85	\$ 467.37
1269975	EA	\$ 50.25	\$ 42.71
1270131	EA	\$ 120.39	\$ 102.33
1270132	EA	\$ 240.56	\$ 204.48
1270144	EA	\$ 14.71	\$ 12.50
1270158	EA	\$ 429.84	\$ 365.36
1270164	EA	\$ 422.16	\$ 358.84
1270303	EA	\$ 5.79	\$ 4.92
1270407	EA	\$ 3,747.68	\$ 3,185.53
1270432	EA	\$ 41.93	\$ 35.64
1270912	EA	\$ 79.02	\$ 67.17
1271350	EA	\$ 73.51	\$ 62.48
127157A	EA	\$ 5.31	\$ 4.51
1271783	EA	\$ 12.13	\$ 10.31
1272439	EA	\$ 405.64	\$ 344.79
127245A	EA	\$ 25.91	\$ 22.02
1272571	EA	\$ 25.34	\$ 21.54
127325A	EA	\$ 13.00	\$ 11.05
127326A	EA	\$ 2.36	\$ 2.01
1273313	EA	\$ 370.76	\$ 315.15
1273558	EA	\$ 1.04	\$ 0.88
1273775	EA	\$ 54.76	\$ 46.55
1273776	EA	\$ 89.16	\$ 75.79
1273779	EA	\$ 54.76	\$ 46.55
1273818	EA	\$ 578.88	\$ 492.05
1273892	EA	\$ 49.22	\$ 41.84
1274565	EA	\$ 91.31	\$ 77.61
1274566	EA	\$ 109.56	\$ 93.13
1274576	EA	\$ 127.24	\$ 108.15
1274577	EA	\$ 45.00	\$ 38.25
1274830	EA	\$ 407.24	\$ 346.15
1274831	EA	\$ 1,928.27	\$ 1,639.03
1274896	EA	\$ 13.68	\$ 11.63



Item Number	UM	List Price	Net Price
127491A	EA	\$ 9.71	\$ 8.25
1274920	EA	\$ 33.53	\$ 28.50
1275169	EA	\$ 83.11	\$ 70.64
1275176	EA	\$ 30.25	\$ 25.71
1275810	EA	\$ 120.51	\$ 102.43
1277484	EA	\$ 30.80	\$ 26.18
128767B	EA	\$ 3.11	\$ 2.64
1304850	EA	\$ 16.19	\$ 13.76
1307900	EA	\$ 76.67	\$ 65.17
1308950	EA	\$ 100.08	\$ 85.07
1317120	EA	\$ 3.26	\$ 2.77
1318520	EA	\$ 66.91	\$ 56.87
1320058	EA	\$ 45.65	\$ 38.80
1320074	EA	\$ 59.72	\$ 50.76
1320339	EA	\$ 30.25	\$ 25.71
1320433	EA	\$ 619.36	\$ 526.46
1320656	EA	\$ 40.35	\$ 34.30
1320750	EA	\$ 36.38	\$ 30.92
1320827	EA	\$ 39.96	\$ 33.97
1320828	EA	\$ 37.21	\$ 31.63
1320830	EA	\$ 30.67	\$ 26.07
1320831	EA	\$ 26.88	\$ 22.85
1320832	EA	\$ 59.74	\$ 50.78
1320835	EA	\$ 102.31	\$ 86.96
1320837	EA	\$ 46.81	\$ 39.79
1320838	EA	\$ 207.41	\$ 176.30
1320843	EA	\$ 319.52	\$ 271.59
1320844	EA	\$ 32.14	\$ 27.32
1320847	EA	\$ 91.06	\$ 77.40
1320849	EA	\$ 37.64	\$ 31.99
1320852	EA	\$ 46.66	\$ 39.66
1320854	EA	\$ 39.86	\$ 33.88
1320855	EA	\$ 34.40	\$ 29.24
1320862	EA	\$ 17.89	\$ 15.21
1320973	EA	\$ 5.31	\$ 4.51
1320HX	EA	\$ 0.11	\$ 0.09
1321580	EA	\$ 18.68	\$ 15.88
1321745	EA	\$ 135.56	\$ 115.23
1321792	EA	\$ 38.51	\$ 32.73
1323779	EA	\$ 10.12	\$ 8.60
1324090	EA	\$ 58.24	\$ 49.50
1324354	EA	\$ 0.36	\$ 0.31
1324445	EA	\$ 58.24	\$ 49.50
1324940	EA	\$ 4.33	\$ 3.68
1324950	EA	\$ 3.36	\$ 2.86
1325302	EA	\$ 29.99	\$ 25.49
1325670	EA	\$ 3.51	\$ 2.98

Item Number	UM	List Price	Net Price
1326022	EA	\$ 100.86	\$ 85.73
1327827	EA	\$ 92.01	\$ 78.21
1328022	EA	\$ 1,519.24	\$ 1,291.35
1328024	EA	\$ 116.66	\$ 99.16
1328029	EA	\$ 146.75	\$ 124.74
1328035	EA	\$ 32.84	\$ 27.91
1328037	EA	\$ 38.93	\$ 33.09
1328039	EA	\$ 437.34	\$ 371.74
1328327	EA	\$ 21.08	\$ 17.92
1328431	EA	\$ 617.11	\$ 524.54
1328433	EA	\$ 561.56	\$ 477.33
1328673	EA	\$ 80.16	\$ 68.14
1328675	EA	\$ 86.56	\$ 73.58
1328677	EA	\$ 93.64	\$ 79.59
1328924	EA	\$ 1,427.58	\$ 1,213.44
1329186	EA	\$ 425.53	\$ 361.70
1329412	EA	\$ 111.33	\$ 94.63
1329413	EA	\$ 111.33	\$ 94.63
1329823	EA	\$ 1,108.84	\$ 942.51
1329841	EA	\$ 293.84	\$ 249.76
1329924	EA	\$ 222.66	\$ 189.26
1330156	EA	\$ 124.36	\$ 105.71
1330317	EA	\$ 17.00	\$ 14.45
1330318	EA	\$ 63.28	\$ 53.79
1330322	EA	\$ 38.69	\$ 32.89
1330323	EA	\$ 39.93	\$ 33.94
1330349	EA	\$ 94.65	\$ 80.45
1330368	EA	\$ 3,432.19	\$ 2,917.36
1330389	EA	\$ 3.35	\$ 2.85
1330481	EA	\$ 397.31	\$ 337.71
1330522	EA	\$ 719.07	\$ 611.21
1330799	EA	\$ 221.72	\$ 188.46
1331056	EA	\$ 167.16	\$ 142.09
1331586	EA	\$ 124.74	\$ 106.03
1332056	EA	\$ 115.96	\$ 98.57
1332080	EA	\$ 129.35	\$ 109.95
1332241	EA	\$ 8.39	\$ 7.13
1333510	EA	\$ 0.13	\$ 0.11
1333630	EA	\$ 188.75	\$ 160.44
1333664	EA	\$ 854.38	\$ 726.22
1333666	EA	\$ 133.87	\$ 113.79
1333675	EA	\$ 494.59	\$ 420.40
1337440	EA	\$ 9.67	\$ 8.22
1338850	EA	\$ 7.26	\$ 6.17
1339305	EA	\$ 109.68	\$ 93.23
1339904	EA	\$ 165.54	\$ 140.71
1339909	EA	\$ 171.58	\$ 145.84

Item Number	UM	List Price	Net Price
1340168	EA	\$ 247.13	\$ 210.06
1340429	EA	\$ 33.11	\$ 28.14
1340430	EA	\$ 33.96	\$ 28.87
1340431	EA	\$ 33.36	\$ 28.36
1340432	EA	\$ 33.96	\$ 28.87
1340759	EA	\$ 1,384.15	\$ 1,176.53
1341508	EA	\$ 57.35	\$ 48.75
1341510	EA	\$ 57.35	\$ 48.75
1341720	EA	\$ 31.64	\$ 26.89
1354510	EA	\$ 2.80	\$ 2.38
1358015	EA	\$ 6.42	\$ 5.46
1358079	EA	\$ 148.11	\$ 125.89
1358080	EA	\$ 336.29	\$ 285.85
1358222	EA	\$ 1,965.33	\$ 1,670.53
1358293	EA	\$ 1,050.36	\$ 892.81
1359148	EA	\$ 3.96	\$ 3.37
1359150	EA	\$ 4.95	\$ 4.21
1359151	EA	\$ 3.62	\$ 3.08
1360404	EA	\$ 2,250.87	\$ 1,913.24
1362057	EA	\$ 14.75	\$ 12.54
1363449	EA	\$ 244.11	\$ 207.49
1364418	EA	\$ 4,407.94	\$ 3,746.75
1364673	EA	\$ 210.46	\$ 178.89
1364830	EA	\$ 247.64	\$ 210.49
1366234	EA	\$ 356.08	\$ 302.67
1366876	EA	\$ 60.26	\$ 51.22
1367093	EA	\$ 1,292.36	\$ 1,098.51
1367181	EA	\$ 29.35	\$ 24.95
1367260	EA	\$ 20.64	\$ 17.54
1367357	EA	\$ 17.78	\$ 15.11
1367469	EA	\$ 1,463.00	\$ 1,243.55
1367635	EA	\$ 313.04	\$ 266.08
1367839	EA	\$ 83.80	\$ 71.23
1367840	EA	\$ 41.32	\$ 35.12
1370861	EA	\$ 92.84	\$ 78.91
1370928	EA	\$ 36.52	\$ 31.04
1371380	EA	\$ 867.79	\$ 737.62
1371643	EA	\$ 228.91	\$ 194.57
1371802	EA	\$ 45.00	\$ 38.25
1371809	EA	\$ 167.86	\$ 142.68
1372349	EA	\$ 101.92	\$ 86.63
1372458	EA	\$ 62.00	\$ 52.70
1372523	EA	\$ 1,337.28	\$ 1,136.69
1372528	EA	\$ 1,337.28	\$ 1,136.69
1373300	EA	\$ 952.49	\$ 809.62
1373301	EA	\$ 1,221.08	\$ 1,037.92
1388060	EA	\$ 167.89	\$ 142.71

Item Number	UM	List Price	Net Price
1389350	EA	\$ 148.44	\$ 126.17
1391490	EA	\$ 114.53	\$ 97.35
1394201	EA	\$ 161.86	\$ 137.58
1395559	EA	\$ 368.96	\$ 313.62
1396045	EA	\$ 238.60	\$ 202.81
1396050	EA	\$ 238.60	\$ 202.81
1396063	EA	\$ 157.04	\$ 133.48
1396074	EA	\$ 165.32	\$ 140.52
1396092	EA	\$ 111.21	\$ 94.53
1396405	EA	\$ 140.94	\$ 119.80
1396454	EA	\$ 121.68	\$ 103.43
1396465	EA	\$ 33.09	\$ 28.13
1396611	EA	\$ 61.85	\$ 52.57
1398389	EA	\$ 18.64	\$ 15.84
1398390	EA	\$ 11.54	\$ 9.81
13KP172	EA	\$ 0.56	\$ 0.48
1400683	EA	\$ 11.68	\$ 9.93
1400694	EA	\$ 27.25	\$ 23.16
1400695	EA	\$ 105.48	\$ 89.66
1402119	EA	\$ 242.84	\$ 206.41
1404492	EA	\$ 285.56	\$ 242.73
1405738	EA	\$ 3.51	\$ 2.98
1406668	EA	\$ 4.44	\$ 3.77
1406955	EA	\$ 261.75	\$ 222.49
1407309	EA	\$ 30.80	\$ 26.18
1407351	EA	\$ 356.08	\$ 302.67
1407637	EA	\$ 47.21	\$ 40.13
1407849	EA	\$ 1,161.82	\$ 987.55
1408189	EA	\$ 178.73	\$ 151.92
1408195	EA	\$ 3,843.16	\$ 3,266.69
1408574	EA	\$ 63.62	\$ 54.08
1408609	EA	\$ 1,289.48	\$ 1,096.06
1408691	EA	\$ 83.34	\$ 70.84
1408893	EA	\$ 55.87	\$ 47.49
1409159	EA	\$ 651.94	\$ 554.15
1409344	EA	\$ 45.88	\$ 39.00
1409345	EA	\$ 45.88	\$ 39.00
1410074	EA	\$ 1,402.39	\$ 1,192.03
1410228	EA	\$ 5.64	\$ 4.79
1410359	EA	\$ 583.81	\$ 496.24
1410432	EA	\$ 199.51	\$ 169.58
1410443	EA	\$ 1,201.34	\$ 1,021.14
1410444	EA	\$ 1,506.84	\$ 1,280.81
1410722	EA	\$ 1,736.62	\$ 1,476.13
1410723	EA	\$ 1,736.62	\$ 1,476.13
1410725	EA	\$ 1,161.82	\$ 987.55
1411353	EA	\$ 155.64	\$ 132.29

Item Number	UM	List Price	Net Price
1412046	EA	\$ 789.87	\$ 671.39
1412332	EA	\$ 229.19	\$ 194.81
1412961	EA	\$ 77.48	\$ 65.86
1413256	EA	\$ 2,873.36	\$ 2,442.36
1413285	EA	\$ 24.98	\$ 21.23
1413321	EA	\$ 2,797.09	\$ 2,377.53
1413322	EA	\$ 3,155.69	\$ 2,682.34
1413809	EA	\$ 0.71	\$ 0.60
1413839	EA	\$ 45.05	\$ 38.29
1413918	EA	\$ 56.96	\$ 48.42
1413919	EA	\$ 48.44	\$ 41.17
1413994	EA	\$ 863.78	\$ 734.21
1413995	EA	\$ 1,082.05	\$ 919.74
1414338	EA	\$ 150.14	\$ 127.62
1414549	EA	\$ 142.55	\$ 121.17
1414553	EA	\$ 178.84	\$ 152.01
1414556	EA	\$ 457.91	\$ 389.22
1414557	EA	\$ 95.68	\$ 81.33
1414560	EA	\$ 62.76	\$ 53.35
1414584	EA	\$ 86.33	\$ 73.38
1414603	EA	\$ 167.27	\$ 142.18
1414605	EA	\$ 5.22	\$ 4.44
1414827	EA	\$ 7.55	\$ 6.42
1415081	EA	\$ 48.51	\$ 41.23
1415082	EA	\$ 10.56	\$ 8.98
1415083	EA	\$ 24.16	\$ 20.54
1415084	EA	\$ 14.24	\$ 12.10
1416217	EA	\$ 36.86	\$ 31.33
1416221	EA	\$ 3,049.55	\$ 2,592.12
1416479	EA	\$ 43.21	\$ 36.73
1416480	EA	\$ 43.21	\$ 36.73
1416560	EA	\$ 91.76	\$ 78.00
1417020	EA	\$ 39.04	\$ 33.18
1418027	EA	\$ 7.40	\$ 6.29
1418564	EA	\$ 72.82	\$ 61.90
1418566	EA	\$ 40.48	\$ 34.41
1418568	EA	\$ 585.89	\$ 498.01
1418569	EA	\$ 566.74	\$ 481.73
1418577	EA	\$ 11.76	\$ 10.00
1418646	EA	\$ 68.38	\$ 58.12
1418647	EA	\$ 42.24	\$ 35.90
1418730	EA	\$ 509.06	\$ 432.70
1419124	EA	\$ 39.94	\$ 33.95
1419270	EA	\$ 0.12	\$ 0.10
1419654	EA	\$ 104.22	\$ 88.59
1419863	EA	\$ 1,828.75	\$ 1,554.44
1419920	EA	\$ 1,079.75	\$ 917.79

Item Number	UM	List Price	Net Price
1419928	EA	\$ 634.96	\$ 539.72
1419938	EA	\$ 992.78	\$ 843.86
1419940	EA	\$ 1,692.94	\$ 1,439.00
1419941	EA	\$ 1,954.18	\$ 1,661.05
1419944	EA	\$ 1,550.41	\$ 1,317.85
1419948	EA	\$ 1,351.42	\$ 1,148.71
1421568	EA	\$ 35.40	\$ 30.09
1421709	EA	\$ 1,265.39	\$ 1,075.58
1421710	EA	\$ 1,265.39	\$ 1,075.58
1421868	EA	\$ 192.74	\$ 163.83
1422494	EA	\$ 257.07	\$ 218.51
1422496	EA	\$ 198.15	\$ 168.43
1422953	EA	\$ 54.92	\$ 46.68
1423279	EA	\$ 66.14	\$ 56.22
1423360	EA	\$ 48.67	\$ 41.37
1423394	EA	\$ 8.67	\$ 7.37
1423597	EA	\$ 1,034.69	\$ 879.49
1423671	EA	\$ 214.67	\$ 182.47
1423674	EA	\$ 115.16	\$ 97.89
1423688	EA	\$ 39.45	\$ 33.53
1423776	EA	\$ 124.74	\$ 106.03
1423778	EA	\$ 5.13	\$ 4.36
1423779	EA	\$ 2.36	\$ 2.01
1423780	EA	\$ 44.45	\$ 37.78
1423842	EA	\$ 11.87	\$ 10.09
1424213	EA	\$ 87.44	\$ 74.32
1424214	EA	\$ 151.58	\$ 128.84
1425242	EA	\$ 67.60	\$ 57.46
1425276	EA	\$ 49.42	\$ 42.01
1426376	EA	\$ 36.96	\$ 31.42
1426386	EA	\$ 42.24	\$ 35.90
1426387	EA	\$ 41.69	\$ 35.44
1426388	EA	\$ 40.22	\$ 34.19
1426446	EA	\$ 33.28	\$ 28.29
1426447	EA	\$ 83.76	\$ 71.20
1426890	EA	\$ 23.31	\$ 19.81
1426894	EA	\$ 870.51	\$ 739.93
1426928	EA	\$ 44.93	\$ 38.19
1427041	EA	\$ 5.98	\$ 5.08
1427860	EA	\$ 1.15	\$ 0.98
1427868	EA	\$ 97.91	\$ 83.22
1427902	EA	\$ 97.24	\$ 82.65
1427933	EA	\$ 86.95	\$ 73.91
1428011	EA	\$ 54.04	\$ 45.93
1428026	EA	\$ 465.94	\$ 396.05
1428089	EA	\$ 1,885.36	\$ 1,602.56
1429517	EA	\$ 13.47	\$ 11.45

Item Number	UM	List Price	Net Price
1429581	EA	\$ 39.96	\$ 33.97
1429867	EA	\$ 2,185.39	\$ 1,857.58
1431459	EA	\$ 367.56	\$ 312.43
1431526	EA	\$ 79.49	\$ 67.57
1432508	EA	\$ 9.21	\$ 7.83
1432652	EA	\$ 37.79	\$ 32.12
1432746	EA	\$ 23.95	\$ 20.36
1432831	EA	\$ 477.07	\$ 405.51
1433196	EA	\$ 40.31	\$ 34.26
1433200	EA	\$ 40.51	\$ 34.43
1433250	EA	\$ 67.02	\$ 56.97
1433558	EA	\$ 297.89	\$ 253.21
1437220	EA	\$ 0.11	\$ 0.09
1446640	EA	\$ 3.15	\$ 2.68
144EX356	EA	\$ 1.79	\$ 1.52
1452188	EA	\$ 254.40	\$ 216.24
1453766	EA	\$ 125.96	\$ 107.07
1454943	EA	\$ 592.01	\$ 503.21
1455284	EA	\$ 112.80	\$ 95.88
1456391	EA	\$ 54.05	\$ 45.94
1457051	EA	\$ 43.36	\$ 36.86
1457448	EA	\$ 30.51	\$ 25.93
1457570	EA	\$ 1.29	\$ 1.10
1457882	EA	\$ 25.88	\$ 22.00
1458614	EA	\$ 1,823.95	\$ 1,550.36
1458883	EA	\$ 118.73	\$ 100.92
1459907	EA	\$ 2,109.56	\$ 1,793.13
1461813	EA	\$ 907.74	\$ 771.58
1461814	EA	\$ 324.92	\$ 276.18
1462156	EA	\$ 181.75	\$ 154.49
1462175	EA	\$ 183.34	\$ 155.84
1462472	EA	\$ 1,153.74	\$ 980.68
1462688	EA	\$ 887.62	\$ 754.48
1462926	EA	\$ 57.04	\$ 48.48
1462928	EA	\$ 26.45	\$ 22.48
1462929	EA	\$ 154.86	\$ 131.63
1462930	EA	\$ 139.31	\$ 118.41
1463030	EA	\$ 1,205.24	\$ 1,024.45
1463239	EA	\$ 1,337.11	\$ 1,136.54
1463502	EA	\$ 77.08	\$ 65.52
1463531	EA	\$ 10,051.84	\$ 8,544.06
1463615	EA	\$ 48.73	\$ 41.42
1463617	EA	\$ 213.61	\$ 181.57
1463735	EA	\$ 18.27	\$ 15.53
1464877	AP	\$ 2.65	\$ 2.25
1464932	EA	\$ 54.94	\$ 46.70
1464933	EA	\$ 45.99	\$ 39.09

Item Number	UM	List Price	Net Price
1465246	EA	\$ 826.47	\$ 702.50
1465368	EA	\$ 24.69	\$ 20.99
1465406	EA	\$ 60.22	\$ 51.19
1465763	EA	\$ 102.40	\$ 87.04
1467035	EA	\$ 15.73	\$ 13.37
1467160	AP	\$ 2.01	\$ 1.71
1467406	EA	\$ 7.24	\$ 6.15
1467407	EA	\$ 5.47	\$ 4.65
1467408	EA	\$ 4.24	\$ 3.60
1467409	EA	\$ 5.75	\$ 4.89
1467411	EA	\$ 7.59	\$ 6.45
1468246	EA	\$ 79.96	\$ 67.97
1469167	EA	\$ 224.55	\$ 190.87
1469753	EA	\$ 452.60	\$ 384.71
1470026	EA	\$ 945.04	\$ 803.28
1471389	EA	\$ 1,881.31	\$ 1,599.11
1472159	EA	\$ 145.20	\$ 123.42
1472162	EA	\$ 145.20	\$ 123.42
1473058	EA	\$ 173.46	\$ 147.44
1473723	EA	\$ 321.51	\$ 273.28
1473764	EA	\$ 674.65	\$ 573.45
1474107	EA	\$ 129.27	\$ 109.88
1474108	EA	\$ 129.27	\$ 109.88
1474124	EA	\$ 7,349.85	\$ 6,247.37
1474145	EA	\$ 376.84	\$ 320.31
1474630	EA	\$ 51.76	\$ 44.00
1474631	EA	\$ 51.76	\$ 44.00
1475553	EA	\$ 2,139.56	\$ 1,818.63
1475582	EA	\$ 312.51	\$ 265.63
1475594	EA	\$ 6.68	\$ 5.68
1476110	EA	\$ 8.11	\$ 6.89
1477370	EA	\$ 412.46	\$ 350.59
1477502	EA	\$ 253.91	\$ 215.82
1478980	EA	\$ 124.28	\$ 105.64
1478985	EA	\$ 18.96	\$ 16.12
1479313	EA	\$ 90.28	\$ 76.74
1479411	EA	\$ 131.51	\$ 111.78
1479484	EA	\$ 667.98	\$ 567.78
1479486	EA	\$ 348.60	\$ 296.31
1479550	EA	\$ 156.38	\$ 132.92
1479739R	EA	\$ 365.75	\$ 310.89
1479741	EA	\$ 534.79	\$ 454.57
1479921	EA	\$ 4.56	\$ 3.88
1479922	EA	\$ 4.42	\$ 3.76
1479979	EA	\$ 19.08	\$ 16.22
1479980	EA	\$ 20.14	\$ 17.12
1480016	EA	\$ 88.31	\$ 75.06



Item Number	UM	List Price	Net Price
1480019	EA	\$ 17.24	\$ 14.65
1480115	EA	\$ 267.09	\$ 227.03
1480690	EA	\$ 23.20	\$ 19.72
1483039	EA	\$ 1,822.53	\$ 1,549.15
1483222	EA	\$ 746.86	\$ 634.83
1483407	EA	\$ 25.44	\$ 21.62
1483408	EA	\$ 8.05	\$ 6.84
1483835	EA	\$ 867.05	\$ 736.99
1484159	EA	\$ 488.18	\$ 414.95
1484183	EA	\$ 1,825.22	\$ 1,551.44
1484578	EA	\$ 1,662.04	\$ 1,412.73
1484741	EA	\$ 3.33	\$ 2.83
1484FX	EA	\$ 0.84	\$ 0.71
1485689	EA	\$ 59.46	\$ 50.54
1485691	EA	\$ 9.20	\$ 7.82
1485720	EA	\$ 1,667.93	\$ 1,417.74
1485946	EA	\$ 2,736.48	\$ 2,326.01
1486866	EA	\$ 501.12	\$ 425.95
1487009	EA	\$ 85.65	\$ 72.80
1487017	EA	\$ 2.48	\$ 2.11
1487112	EA	\$ 201.47	\$ 171.25
1487251	EA	\$ 36.36	\$ 30.91
1487812	EA	\$ 127.95	\$ 108.76
1487983	EA	\$ 1,929.81	\$ 1,640.34
1489501	EA	\$ 831.42	\$ 706.71
1489553	EA	\$ 600.34	\$ 510.29
1489554	EA	\$ 767.74	\$ 652.58
1489555	EA	\$ 595.07	\$ 505.81
1489702	EA	\$ 1,035.44	\$ 880.12
1489705	EA	\$ 1,029.19	\$ 874.81
1489929	EA	\$ 27.00	\$ 22.95
1492800	EA	\$ 1,214.21	\$ 1,032.08
1493344	EA	\$ 25.38	\$ 21.57
1494191	EA	\$ 57.75	\$ 49.09
1494192	EA	\$ 57.75	\$ 49.09
1494214	EA	\$ 84.24	\$ 71.60
1495536	EA	\$ 168.34	\$ 143.09
1495570	EA	\$ 2.71	\$ 2.30
1496707	EA	\$ 26.89	\$ 22.86
1496708	EA	\$ 25.96	\$ 22.07
1497578	EA	\$ 81.18	\$ 69.00
1498152	EA	\$ 52.65	\$ 44.75
1498153	EA	\$ 52.65	\$ 44.75
1498880	EA	\$ 44.89	\$ 38.16
1498881	EA	\$ 38.95	\$ 33.11
1499329	EA	\$ 102.54	\$ 87.16
1500082	EA	\$ 1.36	\$ 1.16

Item Number	UM	List Price	Net Price
1500550	EA	\$ 93.89	\$ 79.81
1500551	EA	\$ 32.45	\$ 27.58
1500566	EA	\$ 90.65	\$ 77.05
1500594	EA	\$ 116.66	\$ 99.16
1501094	EA	\$ 220.36	\$ 187.31
1501432	EA	\$ 118.22	\$ 100.49
1502635	EA	\$ 290.25	\$ 246.71
1503139	EA	\$ 1,750.58	\$ 1,487.99
1503879	EA	\$ 142.55	\$ 121.17
1504044	EA	\$ 1,457.72	\$ 1,239.06
1504046	EA	\$ 1,059.20	\$ 900.32
1505000	EA	\$ 2.55	\$ 2.17
1507712	EA	\$ 18.38	\$ 15.62
1509332	EA	\$ 385.31	\$ 327.51
1509880	EA	\$ 262.27	\$ 222.93
1509898	EA	\$ 243.86	\$ 207.28
1509942	EA	\$ 2.59	\$ 2.20
1511911	EA	\$ 63.51	\$ 53.98
1512516	EA	\$ 142.16	\$ 120.84
1513058	EA	\$ 357.36	\$ 303.76
1513059	EA	\$ 357.36	\$ 303.76
1513691	EA	\$ 942.56	\$ 801.18
1513744	EA	\$ 138.66	\$ 117.86
1514188	EA	\$ 190.64	\$ 162.04
15148FX	EA	\$ 3.51	\$ 2.98
1515435	EA	\$ 736.68	\$ 626.18
1517359	EA	\$ 5.75	\$ 4.89
1517433	EA	\$ 168.04	\$ 142.83
1517854	EA	\$ 803.44	\$ 682.92
1518028	EA	\$ 0.33	\$ 0.28
1519009	EA	\$ 753.96	\$ 640.87
1519071	EA	\$ 235.69	\$ 200.34
1519340	EA	\$ 118.32	\$ 100.57
1519468	EA	\$ 13.41	\$ 11.40
1519472	EA	\$ 68.21	\$ 57.98
1519766	EA	\$ 78.56	\$ 66.78
1522961	EA	\$ 266.00	\$ 226.10
1523411	EA	\$ 95.64	\$ 81.29
1523519	EA	\$ 20.59	\$ 17.50
1523687	EA	\$ 28.74	\$ 24.43
1523801	EA	\$ 79.20	\$ 67.32
1525276	EA	\$ 238.29	\$ 202.55
1525291	EA	\$ 2.88	\$ 2.45
1525482	EA	\$ 55.94	\$ 47.55
1525556	EA	\$ 261.81	\$ 222.54
1525558	EA	\$ 261.81	\$ 222.54
1527655	EA	\$ 779.15	\$ 662.28

Item Number	UM	List Price	Net Price
1527807	EA	\$ 1,162.91	\$ 988.47
1530253	EA	\$ 319.88	\$ 271.90
1530737	EA	\$ 709.79	\$ 603.32
1531151	EA	\$ 1,056.36	\$ 897.91
1532840	EA	\$ 21.45	\$ 18.23
1532871	EA	\$ 21.86	\$ 18.58
1535563	EA	\$ 4,224.64	\$ 3,590.94
1537051	EA	\$ 100.25	\$ 85.21
1538074	EA	\$ 229.64	\$ 195.19
1538122	EA	\$ 24.06	\$ 20.45
1539592	EA	\$ 42.62	\$ 36.23
1539593	EA	\$ 87.71	\$ 74.55
1539594	EA	\$ 70.60	\$ 60.01
1539595	EA	\$ 115.58	\$ 98.24
1539660	EA	\$ 101.35	\$ 86.15
1541560	EA	\$ 811.20	\$ 689.52
1541562	EA	\$ 333.56	\$ 283.53
1541570	EA	\$ 20.06	\$ 17.05
1541824	EA	\$ 224.05	\$ 190.44
1542151	EA	\$ 327.72	\$ 278.56
1542508	EA	\$ 175.39	\$ 149.08
1543297	EA	\$ 0.60	\$ 0.51
1543456	EA	\$ 3,950.26	\$ 3,357.72
1543457	EA	\$ 3,950.26	\$ 3,357.72
1543766	EA	\$ 18.04	\$ 15.33
1543767	EA	\$ 5.20	\$ 4.42
1545290	EA	\$ 18.67	\$ 15.87
1545583	EA	\$ 398.85	\$ 339.02
1545589	EA	\$ 398.85	\$ 339.02
1545590	EA	\$ 216.09	\$ 183.68
1545593	EA	\$ 216.09	\$ 183.68
1545622	EA	\$ 171.68	\$ 145.93
1545641	EA	\$ 171.68	\$ 145.93
1545644	EA	\$ 117.64	\$ 99.99
1545645	EA	\$ 117.64	\$ 99.99
1545742	EA	\$ 418.92	\$ 356.08
4344515	EA	\$ 193.06	\$ 164.10
1546841	EA	\$ 548.47	\$ 466.20
1546853	EA	\$ 18.56	\$ 15.78
1549510	EA	\$ 5.78	\$ 4.91
15500FX	EA	\$ 542.40	\$ 461.04
15521FX	EA	\$ 62.81	\$ 53.39
1558282	EA	\$ 1.81	\$ 1.54
1558470	EA	\$ 804.55	\$ 683.87
1559270	EA	\$ 84.71	\$ 72.00
1560734	EA	\$ 372.09	\$ 316.28
1560738	EA	\$ 372.09	\$ 316.28

Item Number	UM	List Price	Net Price
1561780	EA	\$ 10.05	\$ 8.54
1561848	EA	\$ 226.00	\$ 192.10
1561880	EA	\$ 21.41	\$ 18.20
1562424	EA	\$ 36.51	\$ 31.03
1562532	EA	\$ 5.78	\$ 4.91
1563274	EA	\$ 868.32	\$ 738.07
1564389	EA	\$ 5.53	\$ 4.70
1565534	EA	\$ 3,517.73	\$ 2,990.07
1570075	EA	\$ 20.31	\$ 17.26
1572560	EA	\$ 10.73	\$ 9.12
1572965	EA	\$ 50.20	\$ 42.67
1572966	EA	\$ 52.44	\$ 44.57
1572967	EA	\$ 39.36	\$ 33.46
1572968	EA	\$ 38.74	\$ 32.93
1572969	EA	\$ 41.08	\$ 34.92
1572970	EA	\$ 41.36	\$ 35.16
1572971	EA	\$ 38.36	\$ 32.61
1574772	EA	\$ 2,373.85	\$ 2,017.77
1574775	EA	\$ 1,775.08	\$ 1,508.82
1574777	EA	\$ 1,983.33	\$ 1,685.83
1574779	EA	\$ 2,054.69	\$ 1,746.49
1575247	EA	\$ 53.59	\$ 45.55
1577540	EA	\$ 6.06	\$ 5.15
1578370	EA	\$ 1.94	\$ 1.65
1578871	EA	\$ 557.82	\$ 474.15
15792FX	EA	\$ 1.31	\$ 1.11
1579388	EA	\$ 179.87	\$ 152.89
1579390	EA	\$ 513.24	\$ 436.25
15793FX	EA	\$ 0.53	\$ 0.45
1580537	EA	\$ 190.84	\$ 162.21
15811FX	EA	\$ 71.05	\$ 60.39
1582565	EA	\$ 2,393.61	\$ 2,034.57
1582863	EA	\$ 106.40	\$ 90.44
1582984	EA	\$ 40.31	\$ 34.26
1583541	EA	\$ 24.02	\$ 20.42
1586278	EA	\$ 93.54	\$ 79.51
1586827	EA	\$ 66.59	\$ 56.60
1586850	EA	\$ 20.13	\$ 17.11
1591903	EA	\$ 35.04	\$ 29.78
1604740	EA	\$ 3.89	\$ 3.31
1609410	EA	\$ 76.25	\$ 64.81
1636060	EA	\$ 29.38	\$ 24.97
1641880	EA	\$ 302.75	\$ 257.34
1655020W	EA	\$ 78.36	\$ 66.61
1664230	EA	\$ 155.99	\$ 132.59
166JX	EA	\$ 11.16	\$ 9.49
1675420	EA	\$ 18.22	\$ 15.49

Item Number	UM	List Price	Net Price
16900FX	EA	\$ 33.26	\$ 28.27
1694630	EA	\$ 7.08	\$ 6.02
1704630	EA	\$ 14.74	\$ 12.53
170676GAL	EA	\$ 384.81	\$ 327.09
1716900	EA	\$ 188.35	\$ 160.10
1720340	EA	\$ 165.47	\$ 140.65
1723460	EA	\$ 34.69	\$ 29.49
1725090	EA	\$ 5.42	\$ 4.61
173JX	EA	\$ 0.39	\$ 0.33
1753870	EA	\$ 19.08	\$ 16.22
17739FX	EA	\$ 10.40	\$ 8.84
1775820	EA	\$ 17.22	\$ 14.64
1804HX	EA	\$ 0.04	\$ 0.03
18180FX	EA	\$ 15.95	\$ 13.56
181DS21	EA	\$ 110.16	\$ 93.64
1838850	EA	\$ 24.65	\$ 20.95
1849HX1	EA	\$ 0.16	\$ 0.14
1854390	EA	\$ 27.76	\$ 23.60
1855630	EA	\$ 11.56	\$ 9.83
1859930	EA	\$ 7.29	\$ 6.20
1873GX	EA	\$ 6.93	\$ 5.89
1878070	AP	\$ 2.64	\$ 2.24
1896890	EA	\$ 15.52	\$ 13.19
1897380	EA	\$ 94.75	\$ 80.54
1901900	EA	\$ 5.79	\$ 4.92
1905810	EA	\$ 127.36	\$ 108.26
1906920	EA	\$ 10.54	\$ 8.96
1908310	EA	\$ 14.35	\$ 12.20
1915680	EA	\$ 41.32	\$ 35.12
1915700	EA	\$ 96.59	\$ 82.10
1918120	EA	\$ 102.93	\$ 87.49
1918670	EA	\$ 36.40	\$ 30.94
1921490	EA	\$ 7.76	\$ 6.60
1925530W	EA	\$ 47.91	\$ 40.72
1930600	EA	\$ 51.00	\$ 43.35
1956480	EA	\$ 59.15	\$ 50.28
196AX	EA	\$ 2.28	\$ 1.94
1970280	EA	\$ 153.11	\$ 130.14
1974750	EA	\$ 928.04	\$ 788.83
1974970	EA	\$ 152.15	\$ 129.33
1984360	EA	\$ 4.34	\$ 3.69
1984700	EA	\$ 630.98	\$ 536.33
1993020	EA	\$ 979.52	\$ 832.59
1993030	EA	\$ 2.36	\$ 2.01
19AS488	EA	\$ 194.42	\$ 165.26
19AS543	EA	\$ 6.08	\$ 5.17
1EG512	EA	\$ 970.91	\$ 825.27

Item Number	UM	List Price	Net Price
1HA125	EA	\$ 47.01	\$ 39.96
1HA271	EA	\$ 95.41	\$ 81.10
1HA761	EA	\$ 303.49	\$ 257.97
1KK575	EA	\$ 144.29	\$ 122.65
1KK576	EA	\$ 373.72	\$ 317.66
1KP91	EA	\$ 7.40	\$ 6.29
2001470	EA	\$ 87.96	\$ 74.77
2014020	EA	\$ 0.64	\$ 0.54
2020110	EA	\$ 83.11	\$ 70.64
2025970	EA	\$ 0.48	\$ 0.41
2026010	EA	\$ 0.71	\$ 0.60
2026020	EA	\$ 0.76	\$ 0.65
2026390	EA	\$ 3.40	\$ 2.89
2027200	EA	\$ 898.12	\$ 763.40
2033660	EA	\$ 338.79	\$ 287.97
2033670	EA	\$ 4.32	\$ 3.67
2033680	EA	\$ 2.78	\$ 2.36
2033700	EA	\$ 1.38	\$ 1.17
2038100	EA	\$ 241.12	\$ 204.95
2038110	EA	\$ 236.46	\$ 200.99
2038270	EA	\$ 27.78	\$ 23.61
2040890	EA	\$ 44.09	\$ 37.48
2041850	EA	\$ 460.06	\$ 391.05
2042650	EA	\$ 82.59	\$ 70.20
2045340	EA	\$ 66.66	\$ 56.66
2045710	EA	\$ 18.33	\$ 15.58
2045720	EA	\$ 36.74	\$ 31.23
2045730	EA	\$ 36.28	\$ 30.84
2045740	EA	\$ 41.25	\$ 35.06
2045890	EA	\$ 13.95	\$ 11.86
2045980	EA	\$ 152.36	\$ 129.51
2046000	EA	\$ 233.47	\$ 198.45
2046780	EA	\$ 9.19	\$ 7.81
2049350	EA	\$ 47.75	\$ 40.59
2049840	EA	\$ 47.07	\$ 40.01
2052850	EA	\$ 36.68	\$ 31.18
2054830	EA	\$ 52.62	\$ 44.73
2055650	EA	\$ 118.28	\$ 100.54
2056160	EA	\$ 44.59	\$ 37.90
2056630	EA	\$ 4.64	\$ 3.94
2056710	EA	\$ 555.38	\$ 472.07
2057140	EA	\$ 7.19	\$ 6.11
2057820	EA	\$ 153.67	\$ 130.62
2058120	EA	\$ 21.09	\$ 17.93
2058310	EA	\$ 5.06	\$ 4.30
2059850	EA	\$ 26.76	\$ 22.75
2060520	EA	\$ 9.13	\$ 7.76

Item Number	UM	List Price	Net Price
2061870	EA	\$ 34.34	\$ 29.19
2063130	EA	\$ 68.87	\$ 58.54
2063670	EA	\$ 4.46	\$ 3.79
2066070	EA	\$ 92.11	\$ 78.29
2066180W	EA	\$ 573.06	\$ 487.10
2066500	EA	\$ 40.91	\$ 34.77
2067470	EA	\$ 153.91	\$ 130.82
2067490	EA	\$ 923.73	\$ 785.17
2071290	EA	\$ 25.08	\$ 21.32
2071300	EA	\$ 17.11	\$ 14.54
2072420	EA	\$ 18.35	\$ 15.60
2073850812001	EA	\$ 65.51	\$ 55.68
2073850952001	EA	\$ 60.68	\$ 51.58
2075280	EA	\$ 11.11	\$ 9.44
2079340	EA	\$ 170.88	\$ 145.25
2080210	EA	\$ 69.75	\$ 59.29
2080890	EA	\$ 186.16	\$ 158.24
2082740	EA	\$ 192.07	\$ 163.26
2082750	EA	\$ 192.07	\$ 163.26
2082940	EA	\$ 33.80	\$ 28.73
2083010	EA	\$ 106.55	\$ 90.57
2083810	EA	\$ 116.72	\$ 99.21
2083820	EA	\$ 116.72	\$ 99.21
2088860	EA	\$ 285.62	\$ 242.78
2089190	EA	\$ 5.42	\$ 4.61
2089460	EA	\$ 304.71	\$ 259.00
2097010	EA	\$ 102.45	\$ 87.08
2101450	EA	\$ 41.84	\$ 35.56
21283FX	EA	\$ 25.46	\$ 21.64
2150HX1	EA	\$ 0.04	\$ 0.03
2153990	EA	\$ 321.02	\$ 272.87
2153HX	EA	\$ 0.20	\$ 0.17
2154010	EA	\$ 273.51	\$ 232.48
2154460	EA	\$ 285.79	\$ 242.92
2156790	EA	\$ 19.88	\$ 16.90
2159460	EA	\$ 26.75	\$ 22.74
2159600	EA	\$ 1.47	\$ 1.25
2163220	EA	\$ 23.80	\$ 20.23
2163230	EA	\$ 20.52	\$ 17.44
2165000	EA	\$ 1,092.51	\$ 928.63
2171300	EA	\$ 43.88	\$ 37.30
2171320	EA	\$ 168.94	\$ 143.60
2171690	EA	\$ 27.06	\$ 23.00
2172050	EA	\$ 20.60	\$ 17.51
21726FX	EA	\$ 12.04	\$ 10.23
2173190	EA	\$ 285.08	\$ 242.32
2173370	EA	\$ 5.04	\$ 4.28

Item Number	UM	List Price	Net Price
2174170	EA	\$ 858.04	\$ 729.33
2174280	EA	\$ 15.31	\$ 13.01
2175350	EA	\$ 20.76	\$ 17.65
2178700	EA	\$ 39.15	\$ 33.28
2178860	EA	\$ 236.47	\$ 201.00
2185810	EA	\$ 2.26	\$ 1.92
2187200	EA	\$ 30.56	\$ 25.98
2187570W	EA	\$ 205.64	\$ 174.79
2188660W	EA	\$ 143.67	\$ 122.12
2188670	EA	\$ 139.56	\$ 118.63
2188860	EA	\$ 147.75	\$ 125.59
2188880	EA	\$ 86.11	\$ 73.19
2191030	EA	\$ 48.61	\$ 41.32
2193160	EA	\$ 8.24	\$ 7.00
2195080	EA	\$ 3.96	\$ 3.37
2195460	EA	\$ 165.26	\$ 140.47
2195850	EA	\$ 49.73	\$ 42.27
2195920	EA	\$ 10.68	\$ 9.08
2196040	EA	\$ 94.05	\$ 79.94
219AX	EA	\$ 14.93	\$ 12.69
2203HX1	EA	\$ 8.76	\$ 7.45
2205720	EA	\$ 97.62	\$ 82.98
2206400	EA	\$ 16.07	\$ 13.66
2209910	EA	\$ 168.94	\$ 143.60
2213500	EA	\$ 2.60	\$ 2.21
2216060	EA	\$ 29.64	\$ 25.19
2216070	EA	\$ 35.51	\$ 30.18
2217460	EA	\$ 36.81	\$ 31.29
2217780	EA	\$ 180.69	\$ 153.59
2217790	EA	\$ 248.96	\$ 211.62
2218440	EA	\$ 225.13	\$ 191.36
2221570	EA	\$ 246.34	\$ 209.39
2221580	EA	\$ 485.88	\$ 413.00
2221590	EA	\$ 137.48	\$ 116.86
2221600	EA	\$ 219.07	\$ 186.21
2224240	EA	\$ 2.31	\$ 1.96
2230000	EA	\$ 18.82	\$ 16.00
2230560	EA	\$ 0.35	\$ 0.30
2230720	EA	\$ 0.47	\$ 0.40
2230760	EA	\$ 0.18	\$ 0.15
2231510	EA	\$ 0.20	\$ 0.17
2240860W	EA	\$ 158.35	\$ 134.60
2251200	EA	\$ 40.55	\$ 34.47
2253900	EA	\$ 7.41	\$ 6.30
2257010	EA	\$ 3.61	\$ 3.07
2261470	EA	\$ 389.25	\$ 330.86
2266760	EA	\$ 25.39	\$ 21.58



Item Number	UM	List Price	Net Price
2272860	EA	\$ 96.55	\$ 82.07
2277830	EA	\$ 30.31	\$ 25.76
2280220	EA	\$ 46.80	\$ 39.78
2354W	EA	\$ 175.61	\$ 149.27
23AS83	EA	\$ 220.47	\$ 187.40
2560HX	EA	\$ 0.08	\$ 0.07
26064AX	EA	\$ 2.59	\$ 2.20
2652FX1	EA	\$ 42.46	\$ 36.09
26927AX	EA	\$ 24.06	\$ 20.45
2AD679	EA	\$ 37.85	\$ 32.17
2AD881	EA	\$ 22.49	\$ 19.12
2AL738	EA	\$ 39.08	\$ 33.22
2AW201	EA	\$ 61.80	\$ 52.53
2BG986	EA	\$ 2.12	\$ 1.80
2BH166	EA	\$ 441.32	\$ 375.12
2BH170	EA	\$ 109.71	\$ 93.25
2BH292	EA	\$ 45.24	\$ 38.45
2BH315	EA	\$ 15.93	\$ 13.54
2BH535	EA	\$ 4.16	\$ 3.54
2CX707	EA	\$ 72.91	\$ 61.97
2EH799	EA	\$ 73.36	\$ 62.36
2EL506	EA	\$ 463.44	\$ 393.92
2ET363	EA	\$ 25.74	\$ 21.88
2FS169	EA	\$ 63.31	\$ 53.81
2GA949	EA	\$ 68.84	\$ 58.51
2HA441	EA	\$ 4.44	\$ 3.77
2HA446	EA	\$ 76.21	\$ 64.78
2HA493	EA	\$ 7.47	\$ 6.35
2HB555	EA	\$ 316.25	\$ 268.81
2HB565	EA	\$ 72.31	\$ 61.46
2HB727	EA	\$ 6.44	\$ 5.47
2HB728	EA	\$ 7.98	\$ 6.78
2HC101	EA	\$ 92.65	\$ 78.75
2HG601	EA	\$ 29.28	\$ 24.89
2HG602	EA	\$ 2.11	\$ 1.79
2KK965	EA	\$ 224.22	\$ 190.59
2KK966	EA	\$ 205.42	\$ 174.61
2KP811	EA	\$ 173.46	\$ 147.44
3042826	EA	\$ 440.34	\$ 374.29
3053661	EA	\$ 114.25	\$ 97.11
3063642	EA	\$ 0.93	\$ 0.79
3063930	EA	\$ 203.60	\$ 173.06
3064282	EA	\$ 126.31	\$ 107.36
3065099	EA	\$ 9.24	\$ 7.85
3065419	EA	\$ 4.16	\$ 3.54
3106006	EA	\$ 181.51	\$ 154.28
3115191	EA	\$ 13.33	\$ 11.33

Item Number	UM	List Price	Net Price
3117432	EA	\$ 158.84	\$ 135.01
3117550	EA	\$ 87.02	\$ 73.97
3123965	EA	\$ 183.96	\$ 156.37
3131070	EA	\$ 101.38	\$ 86.17
3133680	EA	\$ 213.04	\$ 181.08
3138380	EA	\$ 23.40	\$ 19.89
3143344	EA	\$ 71.26	\$ 60.57
3152179	AP	\$ 0.22	\$ 0.19
3158276	EA	\$ 19.46	\$ 16.54
3161168	EA	\$ 13.71	\$ 11.65
3167088	EA	\$ 1.06	\$ 0.90
3173582	EA	\$ 16.71	\$ 14.20
3179565	EA	\$ 16.75	\$ 14.24
3179567	EA	\$ 16.44	\$ 13.97
3179568	EA	\$ 16.33	\$ 13.88
3179569	EA	\$ 15.96	\$ 13.57
3179570	EA	\$ 15.81	\$ 13.44
3179571	EA	\$ 15.66	\$ 13.31
3181832	EA	\$ 21.75	\$ 18.49
318BX	EA	\$ 0.18	\$ 0.15
3192882	EA	\$ 31.04	\$ 26.38
3192883	EA	\$ 16.51	\$ 14.03
3192887	EA	\$ 3.11	\$ 2.64
3192968	EA	\$ 17.56	\$ 14.93
3195027	EA	\$ 256.92	\$ 218.38
3195028	EA	\$ 252.96	\$ 215.02
3195031	EA	\$ 21.04	\$ 17.88
3195043	EA	\$ 140.31	\$ 119.26
3196557	EA	\$ 15.56	\$ 13.23
3196558	EA	\$ 14.66	\$ 12.46
3196586	EA	\$ 92.51	\$ 78.63
3196596	EA	\$ 124.40	\$ 105.74
3196597	EA	\$ 18.54	\$ 15.76
3196615	EA	\$ 141.44	\$ 120.22
3196653	EA	\$ 180.33	\$ 153.28
3197933	EA	\$ 6.79	\$ 5.77
3197954	EA	\$ 390.51	\$ 331.93
3197984	EA	\$ 97.26	\$ 82.67
3197985	EA	\$ 14.08	\$ 11.97
3197986	EA	\$ 14.39	\$ 12.23
3199546	EA	\$ 13.78	\$ 11.71
3199675	EA	\$ 1,138.16	\$ 967.44
31TA7	EA	\$ 6.81	\$ 5.79
3200485	EA	\$ 930.04	\$ 790.53
3200581	EA	\$ 958.86	\$ 815.03
3200740	EA	\$ 488.95	\$ 415.61
3200800	EA	\$ 25.67	\$ 21.82

Item Number	UM	List Price	Net Price
3200801	EA	\$ 26.13	\$ 22.21
3202884	EA	\$ 32.29	\$ 27.45
3202885	EA	\$ 8.08	\$ 6.87
3202886	EA	\$ 60.73	\$ 51.62
3202888	EA	\$ 177.54	\$ 150.91
3202889	EA	\$ 37.11	\$ 31.54
3202935	EA	\$ 31.01	\$ 26.36
3202936	EA	\$ 31.79	\$ 27.02
3205591	EA	\$ 100.82	\$ 85.70
3206677	EA	\$ 70.02	\$ 59.52
3206678	EA	\$ 69.08	\$ 58.72
3207285	EA	\$ 114.91	\$ 97.67
3209570	EA	\$ 17.07	\$ 14.51
3209590	AP	\$ 0.71	\$ 0.60
3209591	AP	\$ 0.44	\$ 0.37
3209622	EA	\$ 82.71	\$ 70.30
3212316	EA	\$ 14.80	\$ 12.58
3212317	EA	\$ 39.06	\$ 33.20
3212328	EA	\$ 13.75	\$ 11.69
3212330	EA	\$ 46.64	\$ 39.64
3212331	EA	\$ 49.76	\$ 42.30
3213486	EA	\$ 72.38	\$ 61.52
3214524	EA	\$ 245.58	\$ 208.74
3216235	EA	\$ 39.58	\$ 33.64
3218245	EA	\$ 24.71	\$ 21.00
3221299	EA	\$ 55.69	\$ 47.34
3221300	EA	\$ 196.35	\$ 166.90
3222647	EA	\$ 5.56	\$ 4.73
3224186	EA	\$ 46.28	\$ 39.34
3224207	EA	\$ 327.89	\$ 278.71
3224315	EA	\$ 1.13	\$ 0.96
3224318	EA	\$ 1.16	\$ 0.99
3224321	EA	\$ 1.16	\$ 0.99
3225431	EA	\$ 11.08	\$ 9.42
3227295	EA	\$ 248.96	\$ 211.62
3227342	EA	\$ 165.68	\$ 140.83
3228538	EA	\$ 1.34	\$ 1.14
3228619	EA	\$ 6.38	\$ 5.42
3228755	EA	\$ 114.84	\$ 97.61
3234111	EA	\$ 569.84	\$ 484.36
3236623	EA	\$ 4.82	\$ 4.10
3236633	EA	\$ 31.85	\$ 27.07
3238007	EA	\$ 62.22	\$ 52.89
3240431	EA	\$ 29.76	\$ 25.30
3240432	EA	\$ 30.14	\$ 25.62
3240481	EA	\$ 9.41	\$ 8.00
3240671	EA	\$ 48.55	\$ 41.27

Item Number	UM	List Price	Net Price
3247687	EA	\$ 0.76	\$ 0.65
3249433	EA	\$ 20.11	\$ 17.09
3252172	EA	\$ 47.38	\$ 40.27
3254455	EA	\$ 370.96	\$ 315.32
3255862	EA	\$ 343.16	\$ 291.69
3262204	EA	\$ 1,097.75	\$ 933.09
3262398	EA	\$ 9.52	\$ 8.09
3262974	EA	\$ 2.02	\$ 1.72
32677AX	EA	\$ 0.20	\$ 0.17
3273107	EA	\$ 148.74	\$ 126.43
3274660	EA	\$ 44.71	\$ 38.00
3274810	EA	\$ 36.73	\$ 31.22
3274811	EA	\$ 582.54	\$ 495.16
3274812	EA	\$ 389.88	\$ 331.40
3276281	EA	\$ 465.86	\$ 395.98
3276282	EA	\$ 465.86	\$ 395.98
3276283	EA	\$ 364.02	\$ 309.42
3276288	EA	\$ 329.61	\$ 280.17
3276295	EA	\$ 58.51	\$ 49.73
3276561	EA	\$ 39.31	\$ 33.41
3278164	EA	\$ 194.76	\$ 165.55
3278944	EA	\$ 115.04	\$ 97.78
3279489	EA	\$ 55.91	\$ 47.52
3279667	EA	\$ 59.91	\$ 50.92
3280618	EA	\$ 10.91	\$ 9.27
3281261	EA	\$ 41.98	\$ 35.68
3281271	EA	\$ 35.20	\$ 29.92
3281944	EA	\$ 5.34	\$ 4.54
3282295	EA	\$ 1,214.93	\$ 1,032.69
3283609	EA	\$ 15.53	\$ 13.20
3283673	EA	\$ 3.78	\$ 3.21
3283675	EA	\$ 6.73	\$ 5.72
3287999	EA	\$ 469.35	\$ 398.95
3289274	EA	\$ 122.14	\$ 103.82
3291896	EA	\$ 95.40	\$ 81.09
3296098	EA	\$ 1.06	\$ 0.90
3301831	EA	\$ 10.12	\$ 8.60
3304411	EA	\$ 309.25	\$ 262.86
3306054	EA	\$ 94.59	\$ 80.40
3307311	EA	\$ 15.91	\$ 13.52
3307312	EA	\$ 17.04	\$ 14.48
3307313	EA	\$ 7.31	\$ 6.21
3307314	EA	\$ 4.76	\$ 4.05
3315536	EA	\$ 230.59	\$ 196.00
3315768	EA	\$ 465.02	\$ 395.27
3318758	EA	\$ 6.15	\$ 5.23
3320112	EA	\$ 1,007.46	\$ 856.34

Item Number	UM	List Price	Net Price
3320117	EA	\$ 83.72	\$ 71.16
3321243	EA	\$ 214.33	\$ 182.18
3323535	EA	\$ 1,125.00	\$ 956.25
3323596	EA	\$ 1,206.58	\$ 1,025.59
3324877	EA	\$ 319.64	\$ 271.69
3324982	EA	\$ 6.28	\$ 5.34
3326526	EA	\$ 23.84	\$ 20.26
3330996	EA	\$ 19.41	\$ 16.50
3330997	EA	\$ 20.91	\$ 17.77
3330999	EA	\$ 23.09	\$ 19.63
3331001	EA	\$ 29.81	\$ 25.34
3331003	EA	\$ 19.06	\$ 16.20
3331004	EA	\$ 28.15	\$ 23.93
3332979	EA	\$ 504.49	\$ 428.82
3333087	EA	\$ 154.59	\$ 131.40
3335164	EA	\$ 33.74	\$ 28.68
3336901	EA	\$ 1,036.85	\$ 881.32
3343544	EA	\$ 226.32	\$ 192.37
3350430	EA	\$ 6.01	\$ 5.11
3353085	EA	\$ 39.31	\$ 33.41
3353283	EA	\$ 2,636.88	\$ 2,241.35
3355339	EA	\$ 128.78	\$ 109.46
3357066	EA	\$ 1,065.24	\$ 905.45
3364049	EA	\$ 45.84	\$ 38.96
3367135	EA	\$ 37.71	\$ 32.05
3372422	EA	\$ 23.95	\$ 20.36
3372445	EA	\$ 135.82	\$ 115.45
3374219	EA	\$ 0.85	\$ 0.72
3374311	EA	\$ 3.71	\$ 3.15
3375163	EA	\$ 81.35	\$ 69.15
3375184	EA	\$ 27.34	\$ 23.24
3375185	EA	\$ 20.45	\$ 17.38
3377452	EA	\$ 56.07	\$ 47.66
3381708	EA	\$ 76.91	\$ 65.37
3382976	EA	\$ 978.31	\$ 831.56
3386085	EA	\$ 52.16	\$ 44.34
3392627	EA	\$ 66.82	\$ 56.80
3392628	EA	\$ 15.71	\$ 13.35
3392629	EA	\$ 29.36	\$ 24.96
3392634	EA	\$ 54.36	\$ 46.21
3392647	EA	\$ 35.65	\$ 30.30
3392649	EA	\$ 16.44	\$ 13.97
3392653	EA	\$ 41.33	\$ 35.13
3395785	EA	\$ 0.64	\$ 0.54
3398657	EA	\$ 75.27	\$ 63.98
3398658	EA	\$ 67.84	\$ 57.66
3398798	EA	\$ 73.67	\$ 62.62

Item Number	UM	List Price	Net Price
3399999	EA	\$ 1,074.74	\$ 913.53
3402170	EA	\$ 52.96	\$ 45.02
3404464	EA	\$ 32.31	\$ 27.46
3404465	EA	\$ 33.27	\$ 28.28
3413803	EA	\$ 576.09	\$ 489.68
3414603	EA	\$ 21.01	\$ 17.86
3417235	EA	\$ 423.45	\$ 359.93
3418823	EA	\$ 66.73	\$ 56.72
3419671	EA	\$ 512.14	\$ 435.32
3419873	EA	\$ 42.28	\$ 35.94
3420540	EA	\$ 20.93	\$ 17.79
3422809	EA	\$ 697.55	\$ 592.92
3428452	EA	\$ 112.71	\$ 95.80
3431935	EA	\$ 137.38	\$ 116.77
3432664	EA	\$ 210.32	\$ 178.77
3433504	EA	\$ 18.45	\$ 15.68
3433572	EA	\$ 302.75	\$ 257.34
3440267	EA	\$ 2.25	\$ 1.91
3441644	EA	\$ 166.98	\$ 141.93
3442481	EA	\$ 0.79	\$ 0.67
3444949	EA	\$ 1,756.44	\$ 1,492.97
3444998	EA	\$ 92.51	\$ 78.63
34463AX	EA	\$ 0.14	\$ 0.12
3447190	EA	\$ 36.94	\$ 31.40
3447256	EA	\$ 113.61	\$ 96.57
3447447	EA	\$ 119.60	\$ 101.66
3449589	EA	\$ 327.18	\$ 278.10
3450786	EA	\$ 52.28	\$ 44.44
3450796	EA	\$ 735.11	\$ 624.84
3450799	EA	\$ 248.78	\$ 211.46
3450803	EA	\$ 112.09	\$ 95.28
3450804	EA	\$ 112.09	\$ 95.28
3453311	EA	\$ 431.95	\$ 367.16
3455012	EA	\$ 165.28	\$ 140.49
3455970	EA	\$ 230.09	\$ 195.58
3460135	EA	\$ 538.26	\$ 457.52
3463578	EA	\$ 42.98	\$ 36.53
3463687	EA	\$ 316.27	\$ 268.83
3466958	EA	\$ 5.99	\$ 5.09
3470364	EA	\$ 541.49	\$ 460.27
3470366	EA	\$ 553.82	\$ 470.75
3470442	EA	\$ 68.91	\$ 58.57
3471189	EA	\$ 44.80	\$ 38.08
3471190	EA	\$ 13.08	\$ 11.12
3471260	EA	\$ 197.32	\$ 167.72
3471261	EA	\$ 170.11	\$ 144.59
3477184	EA	\$ 11.88	\$ 10.10

Item Number	UM	List Price	Net Price
3480335	EA	\$ 13.64	\$ 11.59
3481977	EA	\$ 596.72	\$ 507.21
3482802	EA	\$ 382.67	\$ 325.27
3483872	EA	\$ 30.53	\$ 25.95
3487032	EA	\$ 539.46	\$ 458.54
3491977	EA	\$ 68.81	\$ 58.49
3494053	EA	\$ 4.05	\$ 3.44
3494084	EA	\$ 30.04	\$ 25.53
3498566	EA	\$ 173.55	\$ 147.52
3498585	EA	\$ 285.67	\$ 242.82
3499590	EA	\$ 4.42	\$ 3.76
3506849	EA	\$ 99.14	\$ 84.27
3506859	EA	\$ 236.85	\$ 201.32
3507827	EA	\$ 5.09	\$ 4.33
3509229	EA	\$ 32.27	\$ 27.43
3510199	EA	\$ 874.51	\$ 743.33
3511288	EA	\$ 216.40	\$ 183.94
3511479	EA	\$ 285.79	\$ 242.92
3513186	EA	\$ 662.04	\$ 562.73
3513187	EA	\$ 639.81	\$ 543.84
3513189	EA	\$ 669.91	\$ 569.42
3513190	EA	\$ 53.29	\$ 45.30
3515306	EA	\$ 300.54	\$ 255.46
3524921	EA	\$ 704.93	\$ 599.19
3536288	EA	\$ 1.24	\$ 1.05
3538677	EA	\$ 528.11	\$ 448.89
3540659	EA	\$ 170.29	\$ 144.75
3540741	EA	\$ 93.02	\$ 79.07
3541912	EA	\$ 753.58	\$ 640.54
3552340	EA	\$ 22.56	\$ 19.18
3553013	EA	\$ 166.75	\$ 141.74
3553014	EA	\$ 118.56	\$ 100.78
3553015	EA	\$ 84.78	\$ 72.06
3553018	EA	\$ 149.08	\$ 126.72
3553019	EA	\$ 175.80	\$ 149.43
3553121	EA	\$ 128.82	\$ 109.50
3555795	EA	\$ 4.04	\$ 3.43
3555807	EA	\$ 18.06	\$ 15.35
3561833	EA	\$ 517.61	\$ 439.97
3563529	EA	\$ 261.84	\$ 222.56
3566355	EA	\$ 128.64	\$ 109.34
3566422	EA	\$ 221.45	\$ 188.23
3566510	EA	\$ 72.81	\$ 61.89
3566512	EA	\$ 109.15	\$ 92.78
3569314	EA	\$ 138.24	\$ 117.50
3571016	EA	\$ 26.93	\$ 22.89
3571034	EA	\$ 14.20	\$ 12.07

Item Number	UM	List Price	Net Price
3571035	EA	\$ 20.02	\$ 17.02
3571080	EA	\$ 154.44	\$ 131.27
3571081	EA	\$ 154.44	\$ 131.27
3572012	EA	\$ 2.19	\$ 1.86
3572624	EA	\$ 1,551.20	\$ 1,318.52
3573574	EA	\$ 82.56	\$ 70.18
3573647	EA	\$ 246.49	\$ 209.52
3573648	EA	\$ 246.49	\$ 209.52
3577041	EA	\$ 716.33	\$ 608.88
3577891	EA	\$ 677.84	\$ 576.16
3578055	EA	\$ 37.39	\$ 31.78
3581028	EA	\$ 18.94	\$ 16.10
3582404	EA	\$ 490.79	\$ 417.17
3582410	EA	\$ 22.72	\$ 19.31
3582592	EA	\$ 4.78	\$ 4.06
3589277	EA	\$ 166.65	\$ 141.65
3589278	EA	\$ 180.40	\$ 153.34
3590169	EA	\$ 1,233.18	\$ 1,048.20
3594588	EA	\$ 55.95	\$ 47.56
3598776	EA	\$ 4.02	\$ 3.42
3601123	EA	\$ 150.98	\$ 128.33
3601954	EA	\$ 53.81	\$ 45.74
3601956	EA	\$ 118.98	\$ 101.13
3601957	EA	\$ 119.29	\$ 101.40
3601958	EA	\$ 72.32	\$ 61.47
3601959	EA	\$ 57.91	\$ 49.22
3601960	EA	\$ 54.61	\$ 46.42
3602434	EA	\$ 59.87	\$ 50.89
3602435	EA	\$ 59.87	\$ 50.89
3603825	EA	\$ 559.36	\$ 475.46
3603827	EA	\$ 490.08	\$ 416.57
3607867	EA	\$ 10.49	\$ 8.92
3607868	EA	\$ 11.91	\$ 10.12
3624686	EA	\$ 20.88	\$ 17.75
3626801	EA	\$ 54.38	\$ 46.22
3628048	EA	\$ 55.47	\$ 47.15
362AX	EA	\$ 0.04	\$ 0.03
3632133	EA	\$ 212.14	\$ 180.32
3634273	EA	\$ 279.51	\$ 237.58
3635366	EA	\$ 328.52	\$ 279.24
3640434	EA	\$ 84.20	\$ 71.57
3640435	EA	\$ 84.20	\$ 71.57
3653609	EA	\$ 827.07	\$ 703.01
3660329	EA	\$ 51.92	\$ 44.13
3660737	EA	\$ 132.89	\$ 112.96
3661019	EA	\$ 131.65	\$ 111.90
3661020	EA	\$ 131.65	\$ 111.90



Item Number	UM	List Price	Net Price
3661021	EA	\$ 161.11	\$ 136.94
3661022	EA	\$ 161.11	\$ 136.94
3661071	EA	\$ 588.79	\$ 500.47
3663711	EA	\$ 2.31	\$ 1.96
3674435	EA	\$ 214.24	\$ 182.10
3675614	EA	\$ 499.79	\$ 424.82
3675726	EA	\$ 298.39	\$ 253.63
3693FX2	EA	\$ 8.60	\$ 7.31
3694690	EA	\$ 744.27	\$ 632.63
3701068	EA	\$ 3,269.66	\$ 2,779.21
3707968	EA	\$ 259.47	\$ 220.55
3707969	EA	\$ 374.78	\$ 318.56
3722918	EA	\$ 53.89	\$ 45.81
3725442	EA	\$ 277.76	\$ 236.10
3725946	EA	\$ 70.11	\$ 59.59
372AX1	EA	\$ 0.07	\$ 0.06
375AX3	EA	\$ 0.54	\$ 0.46
3762885	EA	\$ 876.56	\$ 745.08
3762886	EA	\$ 572.98	\$ 487.03
3765756	EA	\$ 55.11	\$ 46.84
3767157	EA	\$ 26.19	\$ 22.26
3770425	EA	\$ 49.95	\$ 42.46
3785573	EA	\$ 243.04	\$ 206.58
378BX1	EA	\$ 0.24	\$ 0.20
3791260	EA	\$ 148.54	\$ 126.26
3791261	EA	\$ 258.13	\$ 219.41
3791266	EA	\$ 152.11	\$ 129.29
3796866	EA	\$ 299.99	\$ 254.99
3799086	EA	\$ 75.27	\$ 63.98
3803278	EA	\$ 270.78	\$ 230.16
3808452	EA	\$ 25.72	\$ 21.86
3808453	EA	\$ 30.18	\$ 25.65
3809092	EA	\$ 107.24	\$ 91.15
3836201004	EA	\$ 0.25	\$ 0.21
3836239023	EA	\$ 2.64	\$ 2.24
3866342	EA	\$ 12.75	\$ 10.84
3887659	EA	\$ 80.24	\$ 68.20
38GX254	EA	\$ 56.89	\$ 48.36
3913299	EA	\$ 1,139.84	\$ 968.86
3920002	EA	\$ 189.13	\$ 160.76
3946114	EA	\$ 484.81	\$ 412.09
39745AX	EA	\$ 4.67	\$ 3.97
3977169	EA	\$ 17.87	\$ 15.19
3986589	EA	\$ 96.39	\$ 81.93
3987217	EA	\$ 87.62	\$ 74.48
3989247	EA	\$ 85.89	\$ 73.01
3994565	EA	\$ 468.48	\$ 398.21

Item Number	UM	List Price	Net Price
3HA732	EA	\$ 136.96	\$ 116.42
3HA733	EA	\$ 95.05	\$ 80.79
3HA745	EA	\$ 117.29	\$ 99.70
3HB968	EA	\$ 4.86	\$ 4.13
3HD581	EA	\$ 10.33	\$ 8.78
3HD583	EA	\$ 10.04	\$ 8.53
3HD584	EA	\$ 10.46	\$ 8.89
3HR915	EA	\$ 396.72	\$ 337.21
3HR959	EA	\$ 65.85	\$ 55.97
3HS156	EA	\$ 5.40	\$ 4.59
3KK112	EA	\$ 83.54	\$ 71.01
3KK729	EA	\$ 2.89	\$ 2.46
3KP470	EA	\$ 884.21	\$ 751.58
3KP471	EA	\$ 884.21	\$ 751.58
4015609	EA	\$ 67.06	\$ 57.00
4031761	EA	\$ 37.95	\$ 32.26
40393AX	EA	\$ 0.45	\$ 0.38
4046020	EA	\$ 5.67	\$ 4.82
4057950	EA	\$ 164.45	\$ 139.78
4057952	EA	\$ 12.59	\$ 10.70
4106811	EA	\$ 154.96	\$ 131.72
4112346	EA	\$ 592.89	\$ 503.96
4115756	EA	\$ 150.75	\$ 128.14
4133101	EA	\$ 53.60	\$ 45.56
4171324	EA	\$ 60.48	\$ 51.41
4193817	EA	\$ 200.84	\$ 170.71
4219255	EA	\$ 256.05	\$ 217.64
4219258	EA	\$ 30.06	\$ 25.55
4231395	EA	\$ 1.24	\$ 1.05
4247957	EA	\$ 118.14	\$ 100.42
4291980	EA	\$ 30.58	\$ 25.99
4317754	EA	\$ 131.45	\$ 111.73
4319239	EA	\$ 2,408.73	\$ 2,047.42
4328503	EA	\$ 149.28	\$ 126.89
4346782	EA	\$ 95.53	\$ 81.20
4346783	EA	\$ 95.53	\$ 81.20
4371547	AP	\$ 0.40	\$ 0.34
4377502	EA	\$ 67.98	\$ 57.78
4392502	EA	\$ 549.32	\$ 466.92
44583AX	EA	\$ 5.51	\$ 4.68
45232AX	EA	\$ 1.49	\$ 1.27
462TA45	EA	\$ 74.18	\$ 63.05
46461AX	EA	\$ 10.44	\$ 8.87
479FX	EA	\$ 4.72	\$ 4.01
4HD878	EA	\$ 7.49	\$ 6.37
4HR265	EA	\$ 10.16	\$ 8.64
4HR948	EA	\$ 178.06	\$ 151.35

Item Number	UM	List Price	Net Price
4HR949	EA	\$ 137.55	\$ 116.92
4HS185	EA	\$ 44.79	\$ 38.07
4HS464	EA	\$ 24.98	\$ 21.23
4HS833	EA	\$ 50.01	\$ 42.51
4HS834	EA	\$ 49.74	\$ 42.28
4KP646	EA	\$ 151.69	\$ 128.94
4TC	AP	\$ 0.19	\$ 0.16
51314AX	EA	\$ 21.24	\$ 18.05
53324BXW	EA	\$ 107.65	\$ 91.50
53733AX	EA	\$ 7.12	\$ 6.05
54316AX	EA	\$ 3.02	\$ 2.57
55023AX	EA	\$ 60.59	\$ 51.50
55024AX	EA	\$ 59.14	\$ 50.27
55510BX	EA	\$ 3.41	\$ 2.90
55517AX	EA	\$ 0.25	\$ 0.21
570GX1	EA	\$ 57.64	\$ 48.99
570GX2	EA	\$ 113.01	\$ 96.06
574GX	EA	\$ 108.74	\$ 92.43
57613BX	EA	\$ 25.88	\$ 22.00
59747AX	AP	\$ 0.36	\$ 0.31
5EX197	EA	\$ 1.08	\$ 0.92
5EX199	EA	\$ 1.16	\$ 0.99
5HA975	EA	\$ 29.35	\$ 24.95
5HD156	EA	\$ 48.91	\$ 41.57
5HE682	EA	\$ 149.44	\$ 127.02
5HR707	EA	\$ 168.02	\$ 142.82
5HR710	EA	\$ 58.05	\$ 49.34
5HR711	EA	\$ 53.67	\$ 45.62
5HS430	EA	\$ 89.21	\$ 75.83
5HS726	EA	\$ 38.81	\$ 32.99
5KK621	EA	\$ 332.81	\$ 282.89
60691AX	EA	\$ 1.94	\$ 1.65
60861AX	EA	\$ 0.53	\$ 0.45
60862AX	EA	\$ 0.89	\$ 0.76
61154BX	EA	\$ 23.16	\$ 19.69
61855CX	EA	\$ 118.35	\$ 100.60
61856BX	EA	\$ 52.59	\$ 44.70
64050AX	EA	\$ 0.04	\$ 0.03
64209CX	EA	\$ 228.85	\$ 194.52
68196AX	EA	\$ 33.13	\$ 28.16
69034AX	EA	\$ 0.05	\$ 0.04
69426CX	EA	\$ 488.25	\$ 415.01
69790AX	EA	\$ 0.22	\$ 0.19
6HA344	EA	\$ 89.07	\$ 75.71
6HA352	EA	\$ 2.84	\$ 2.41
6HA353	EA	\$ 1.04	\$ 0.88
6HA356	EA	\$ 26.33	\$ 22.38

Item Number	UM	List Price	Net Price
6HA369	EA	\$ 22.64	\$ 19.24
6HA647	EA	\$ 23.99	\$ 20.39
6HA706	EA	\$ 18.79	\$ 15.97
6HA709	EA	\$ 1.89	\$ 1.61
6HA711	EA	\$ 8.33	\$ 7.08
6HA771	EA	\$ 100.59	\$ 85.50
6HB202	EA	\$ 258.88	\$ 220.05
6HB242	EA	\$ 3.06	\$ 2.60
6HB243	EA	\$ 5.82	\$ 4.95
6HB261	EA	\$ 7.96	\$ 6.77
6HB441	EA	\$ 300.74	\$ 255.63
6HB481	EA	\$ 210.71	\$ 179.10
6HB486	EA	\$ 260.66	\$ 221.56
6HD189	EA	\$ 100.21	\$ 85.18
6HD427	EA	\$ 233.53	\$ 198.50
6HD689	EA	\$ 162.52	\$ 138.14
6HR881	EA	\$ 61.81	\$ 52.54
6KP542	EA	\$ 248.73	\$ 211.42
738HX1	EA	\$ 0.47	\$ 0.40
776HX2	EA	\$ 2.51	\$ 2.13
777AX	EA	\$ 0.24	\$ 0.20
7HA303	EA	\$ 84.93	\$ 72.19
7HA773	EA	\$ 11.24	\$ 9.55
7HA914	EA	\$ 17.36	\$ 14.76
7HB114	EA	\$ 26.96	\$ 22.92
7HB116	EA	\$ 7.98	\$ 6.78
7HR231	EA	\$ 11.79	\$ 10.02
7KP549	EA	\$ 103.46	\$ 87.94
8811GX	EA	\$ 3.99	\$ 3.39
8865GX	EA	\$ 0.24	\$ 0.20
8HA176	EA	\$ 161.16	\$ 136.99
8HD383	EA	\$ 36.27	\$ 30.83
8HD405	EA	\$ 285.60	\$ 242.76
8HD447	EA	\$ 13.13	\$ 11.16
8HD60	EA	\$ 117.96	\$ 100.27
8HR404	EA	\$ 719.88	\$ 611.90
8HR408	EA	\$ 63.78	\$ 54.21
8HS159	EA	\$ 12.96	\$ 11.02
8HS899	EA	\$ 197.82	\$ 168.15
8KK579	EA	\$ 69.64	\$ 59.19
9326GX	EA	\$ 34.26	\$ 29.12
9HA399	EA	\$ 115.31	\$ 98.01
9HA404	EA	\$ 20.59	\$ 17.50
9HA539	EA	\$ 130.48	\$ 110.91
9HB925	EA	\$ 532.02	\$ 452.22
9HE249	EA	\$ 222.93	\$ 189.49
9HE250	EA	\$ 347.95	\$ 295.76

Item Number	UM	List Price	Net Price
9HE41	EA	\$ 33.16	\$ 28.19
9HE42	EA	\$ 59.13	\$ 50.26
9HE778	EA	\$ 4.38	\$ 3.72
9HE979	EA	\$ 12.51	\$ 10.63
9HR256	EA	\$ 134.59	\$ 114.40
9HS776	EA	\$ 109.87	\$ 93.39
9KK275	EA	\$ 68.24	\$ 58.00
9KK276	EA	\$ 68.24	\$ 58.00
9KK581	EA	\$ 203.75	\$ 173.19
A3640	EA	\$ 134.71	\$ 114.50
A3881KIT	EA	\$ 48.36	\$ 41.11
A4250	EA	\$ 666.96	\$ 566.92
A714	EA	\$ 10.71	\$ 9.10
D18836	EA	\$ 5.69	\$ 4.84
EE100954	EA	\$ 1.96	\$ 1.67
EE101293	EA	\$ 113.85	\$ 96.77
EE43377	EA	\$ 0.11	\$ 0.09
EE45798	EA	\$ 0.05	\$ 0.04
HR4520	EA	\$ 308.00	\$ 261.80
HR4535A	EA	\$ 633.87	\$ 538.79
HR4614-2	EA	\$ 192.82	\$ 163.90
HR4719	EA	\$ 262.51	\$ 223.13
HR4731	EA	\$ 6.54	\$ 5.56
HR4750	EA	\$ 172.52	\$ 146.64
HR4751	EA	\$ 225.75	\$ 191.89
HR4752	EA	\$ 268.46	\$ 228.19
HR4753	EA	\$ 125.71	\$ 106.85
HR4759	EA	\$ 174.39	\$ 148.23
HR4760	EA	\$ 335.92	\$ 285.53
HR4766L	EA	\$ 654.79	\$ 556.57
HR4766R	EA	\$ 701.56	\$ 596.33
RH101333	EA	\$ 2.58	\$ 2.19
RH106424	EA	\$ 14.42	\$ 12.26
1599141	EA	\$ 1,455.08	\$ 1,236.82
1586214	EA	\$ 2,970.82	\$ 2,525.20
2034300	EA	\$ 1,337.82	\$ 1,137.15
1524846	EA	\$ 4.52	\$ 3.84
1523686	EA	\$ 5.36	\$ 4.56
1240965	EA	\$ 20.93	\$ 17.79
1487506	EA	\$ 11.85	\$ 10.07
1400127	EA	\$ 57.32	\$ 48.72
1275524	AP	\$ 1.24	\$ 1.05
1581587	EA	\$ 102.34	\$ 86.99
1328028	EA	\$ 117.05	\$ 99.49
1361006	EA	\$ 89.47	\$ 76.05
1331920	EA	\$ 23.38	\$ 19.87
1804HX1	EA	\$ 0.20	\$ 0.17

<b>Item Number</b>	<b>UM</b>	<b>List Price</b>	<b>Net Price</b>
1603637	EA	\$ 3.24	\$ 2.75
1597203	EA	\$ 277.26	\$ 235.67
3525125	EA	\$ 19.84	\$ 16.86
0214606	EA	\$ 19.67	\$ 16.72
4166819	EA	\$ 349.40	\$ 296.99
2007610	EA	\$ 301.85	\$ 256.57



# City of Laredo Purchasing (City of Laredo Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Enrique Aldape III Administrative Assistant II ealdape@ci.laredo.tx.us	Address	5512 Thomas Avenue Laredo, TX 78041	Address	1110 Houston St 3rd floor Laredo, TX 78043
Email	ealdape@ci.laredo.tx.us	Contact	Enrique Aldape III Purchasing Division	Contact	Jose A. Valdez, Jr. City Secretary
Phone	(956) 794-1733	Department		Department	
Fax	(956) 790-1805	Building	Public Works Service Center	Building	City Hall 3rd floor
Bid Number	FY19-053 McNeilus Truck OEM Parts/Services	Floor/Room		Floor/Room	
Title	FY19-053 McNeilus Truck OEM Parts/Services	Telephone	956 (794) 1733	Telephone	
Bid Type	RFB	Fax	956 (790) 1805	Fax	
Issue Date	3/18/2019 11:45 AM (CT)	Email	ealdape@ci.laredo.tx.us	Email	
Close Date	4/9/2019 05:00:00 PM (CT)				

## Supplier Information

**Company** Laredo Mechanical Industrial Services, Inc.  
**Address** 121 Ranch Rd.  
 6086C  
 Laredo, TX 78043  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** (956) 568-5354  
**Fax**  
**Email**  
**Submitted** 4/10/2019 11:52:25 AM (CT)  
**Total** \$60.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tiffany Franklin on behalf of Laredo Mechanical Ind. Email laredomechanical@yahoo.com

## Supplier Notes

## Bid Notes

All questions for this bid shall be submitted in writing or by email no later than March 26, 2019.

## Bid Activities

## Bid Messages



**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".	(No Response Required)
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid		Laredo Mechanical Industrial Services, Inc.; Juan Enrique Gonzalez 956-568-5354
3	State how long under has the business been in its present business name		14 years
4	If applicable, list all other names under which the Business identified above operated in the last five years		N/A
5	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
6	Questions Part 1	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?	1) No 2) No 3) No 4) No 5) No
7	Questions Part 2	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?	1) No 2) No 3) No
8	State if the Company is a certified minority business enterprise		This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

(No Response Required)

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

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

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

(No Response Required)

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	Conflict of Interest Questionnaire	If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.	I attest there is no conflict of interest
12	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
13	This is a		New Submission
14	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Juan E. Gonzalez
15	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	a) McNeilus Truck OEM Parts/Service b) Fleet Department
16	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		Juan E. Gonzalez
17	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
18	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	
19	Question 5. List any individuals or entities that will be subcontractors on this contract		Not Applicable
20	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	
21	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
22	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
23	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.  a)Any individual seeking contract with the city (Question 3) b)Any owner or officer of entity seeking contract with the city (Question 3) c)Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d)Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e)The spouse of any individual listed in response to (a) through (d) above f)Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)	Not Applicable

24	Question 7. Disclosure of political contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	
25	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
26	Question 8. Disclosure of Conflict of Interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	I am not aware of any conflict of interest
27	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest in question 8, please list them in this section.	
28	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I have read and understand this section
29	Question 10. No Contract with City Officials or Staff during Contract Evaluation	I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.	I have read and understand this section
30	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	I have acknowledge that I have been advised
31	Question 11. Oath	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date	1) Juan Enrique Gonzalez 2) President 3) Laredo Mechanical Industrial Services, Inc. 4) 4/5/19
32	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	I swear or affirm information is correct
33	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
34	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)

35 Company Information Questionnaire

I have completed this section

36 Conflict of Interest Questionnaire

I have completed this section

37 Non-Collusive Affidavit

I have completed and included this form

38 Discretionary Contracts Disclosure

I have completed this section

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

I will comply with this form

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

40 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION

I certify to the terms and conditions

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

1.CODE OF ETHICS ORDINANCE 2012-0-126  
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

I have read and understand this section

1.2PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3NON-COLLUSIVE AFFIDAVIT (Attached)

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

1.4CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

- 1.Company Information Questionnaire,
- 2.Signed Price Schedule,
- 3.Conflict of Interest Questionnaire,
- 4.Non-Collusive Affidavit
- 5.Discretionary Contracts Disclosure
- 6.Certificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only\*\*

1.5CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6TEXAS ETHICS COMMISSION (Form 1295, Attached) Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of



interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF HAND DELIVERED BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

#### 4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

#### 5.0 WITHDRAWAL OF BIDS

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

#### 6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

#### 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall

review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision. (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:  
City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### 9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be 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.

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.

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding

contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

#### 11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

**Line Items**

#	Qty	UOM	Description	Response
1	1	PKG	Section I: McNeilus Truck Captive New Parts/Service Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	\$60

Manufacturer: McNeilus OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes: Parts will be delivered within TBD working days after receipt of order. Business hours are from 9:00 a.m. to 5:00 p.m., 5 days per week.

**Package Line Items:**

#	Qty	UOM	Description	Response
1.1	1	EA	Percentage of Discount offered	10.00

Manufacturer: McNeilus OEM Parts

Supplier Notes:

1.2	1	EA	Hourly Labor Rate for Services	60.00
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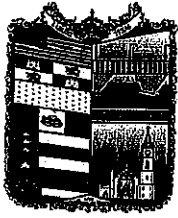
Supplier Notes:

1.3	1	EA	Mileage Rate (if any) per mile	0.00
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Supplier Notes:

**Response Total: \$60.00**

CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

# 1

**MCNEILUS TRUCK EQUIPMENT OEM PARTS/SERVICE  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and repair services of McNeilus trucks for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

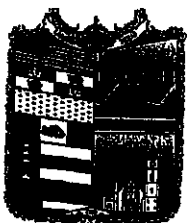
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on April 9, 2019; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on April 10, 2019.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: McNeilus Truck OEM Parts/Service – Fleet Department  
FY19-053**

Bids can be downloaded and submitted through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



## City of Laredo Purchasing Division

### Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and repair service of McNeilus trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on April 9, 2019 and all bids received will be opened and read publicly on April 10, 2019 at 11:00 AM.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: McNeilus Truck OEM Parts/Services – Fleet Department  
FY19-053**

Bids can be downloaded and submitted through  
Cit-E-Bid:

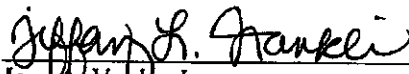
<https://cityoflaredo.ionwave.net/Login.aspx>

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF MARCH 2019.

for:   
Jose A. Valdez Jr.  
City Secretary



**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

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

**1.0 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS**

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO  
PURCHASING DIVISION**

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS**

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

**6.0 LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be 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.

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.

**10.0 AWARD OF CONTRACT**

- (a) This contract will be **awarded** to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.  
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

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956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

**12.0 INSURANCE REQUIREMENTS (Not required for this contract)**

**13.0 CONTRACT REQUIREMENTS**

**13.1 CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**13.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Bid Only\*\***

**13.5 CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

**14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

**S.B. 252 (V. Taylor/S. Davis)** is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids**  
**McNeilus Truck OEM Parts/Service**  
**Fleet Department**

**15.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract for the supply of OEM captive parts and repair service of McNeilus trucks for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted in writing or by email no later than, March 26, 2019 to:

Enrique Aldape III, Administrative Assistant II  
Purchasing Division  
5512 Thomas Ave.  
Laredo, TX, 78041  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6450	<a href="mailto:rmiller@ci.laredo.tx.us">rmiller@ci.laredo.tx.us</a>

15.3 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.4 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.5 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

**16.0 General Requirements**

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.5 Bids not submitted through Cit-E-Bid or hand delivered will not be considered.

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- 16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 16.11 Vendors must be factory OEM McNeilus authorized dealers capable of providing OEM replacement parts and service for the City's McNeilus truck fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 17.0 Specifications**
- 17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.
- 17.3 Invoices:
- 17.3.1 Must be legible and reference a valid purchase order number.
- 17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

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- 17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.4 City of Laredo personnel may pickup parts from Contractor's facility.
- 17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.
- 17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**18.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

- 18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**19.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**19.1 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.



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Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**20.0 Price Adjustment\*\*\*\*\***

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**21.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Tab A - Company Information Questionnaire**

**Tab B - Signed Price Schedule**

**Tab C - Conflict of Interest Questionnaire**

**Tab D - Non-Collusive Affidavit**

**Tab E - Discretionary Contract Disclosure**

**Tab F - Certificate of Interested Parties (Form 1295)**

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22.0 Tab A – Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**

**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Signature

of person authorized to sign bid

Date

4/5/2019

Print Name

JUAN ENRIQUE GONZALEZ

of person authorized to sign bid

Title:

PRESIDENT

Business Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TEXAS 78043

Telephone Number: (956) 568-5354

Fax Number: (956) 568-5347

Contact Person Email Address: LAREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

Bidders Principal/Corporate Place of Business Address: 121 RANCH RD 6086C

Indicated Status of Business:

Corporation

Partnership

Sole Proprietorship

Other:

If other state business status: N/A

State how long under its present business name: FOURTEEN YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

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23.0 Tab B Price Schedule

23.1 Section I: McNeilus Captive New Parts/Service

Percent of discount offered	<u>10%</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	
Labor Rate for Services	\$ <u>60.00</u> Per Hour
Mileage Rate (if any)	\$ <u>0.00</u> Per Mile

Parts will be delivered within TBD working days after receipt of order.

Business hours are from 9:00 A.M. to 5:00 P.M., 5 days per week.

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TEXAS 78043

Company Authorized Representative's Signature: 

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**24.0 Tab C- Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO  
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

JUAN E. GONZALEZ

Name

Signature

Date

4/5/19

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

N/A

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

25.0 Tab D

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**My commission expires:**  
\_\_\_\_\_



### City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.  
\*This is a      New Submission or      Correction or      Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

<u>JUAN</u>	<u>E</u>	<u>GONZALEZ</u>	
First	M.I.	Last	Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): MCNEILUS TRUCK OEM PARTS/ SERVICE

b) Originating Department(s): FLEET DEPARTMENT

**\*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>JUAN E, GONZALEZ</u>			
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____

**\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): \_\_\_\_\_



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO  
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**X Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**X No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

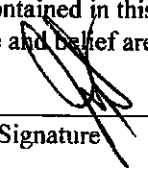
I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

JUAN ENRIQUE GONZALEZ

Name (Print)

  
Signature

PRESIDENT

Title

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Company or DBA

4/5/19  
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo  
P.O. Box 579  
Laredo, TX 78042-0579

CITY OF LAREDO  
PURCHASING DIVISION

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**27.0 Tab F – Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

**Implementation of House Bill 1295**

**27.1 Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**27.2 Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

**HB 1295**

**Certificate of Interested Parties (Form 1295)**

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**CITY OF LAREDO  
PURCHASING DIVISION**

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**28.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on April 9, 2019; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on April 10, 2019.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: McNeilus Truck OEM Parts/Service – Fleet Department  
FY19-053**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CUBRIEL INSURANCE AGENCY LLC</b> 6010 McPherson Rd Unit D2 Laredo, TX 78041		<b>CONTACT NAME: NOE CUBRIEL</b> PHONE (A/C, No, Ext): (956) 568-5290 FAX (A/C, No): (956) 568-5294 E-MAIL ADDRESS: noe@cubrielininsurance.com	
<b>INSURED</b> <b>LAREDO MECHANICAL INDUSTRIAL SERVICE</b> 7305 SAN DARIO #307 LAREDO, TX 78045		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>BURLINGTON INSURANCE CO</b> INSURER B: <b>PROGRESSIVE INSURANCE</b> INSURER C: <b>SERVICE LLOYDS INSURANCE</b> INSURER D: INSURER E: <b>(UPDATED)</b> INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	412BW47081	08/16/18	08/16/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	08079425-0	8/24/18	8/24/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SRZF23334-18	12/15/18	12/15/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF LAREDO 1102 BOB BULLOCK LP LAREDO, TEXAS 78043	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

LAREDO MECHANICAL INC  
7305 SAN DARIO AVE #307  
LAREDO, TX 78045

CITY OF LAREDO - CITY SECRETARY  
C/O JOSE A. VALDEZ JR  
CITY HALL - THIRD FLOOR

1110 HOUSTON STREET  
LAREDO, TX 78040

BID: FY19-053  
McNeilus Truck OEM Parts/Service  
Fleet Department

						Laredo Mechanical Industrial Services, Inc.	
						Total Price	\$60.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended
1	Section I: McNeilus Truck Captive New Parts, McNeilus OEI			1	PKG	<u>\$60.00</u>	\$60.00
1.1	Percentage of Discount offered	McNeilus OEI		1	EA	10.000000	
1.2	Hourly Labor Rate for Services			1	EA	<u>\$60.00</u>	
1.3	Mileage Rate (if any) per mile			1	EA	\$0.00	\$0.00



Gutierrez Machine & Welding Shop			McNeilus Truck & Manufacturing (McNeilus Financial, Inc.)		
Total Price		\$70.00	Total Price		\$125.00
Line #	Unit	Extended	Unit	Extended	
1	\$70.00	\$70.00	\$125.00	\$125.00	
1.1	0		15.000000		
1.2	\$70.00		\$125.00		
1.3	\$0.00	\$0.00	\$0.00	\$0.00	

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario C. Cabello, Interim Co-City Manager

**Staff Source:** Homero Vazquez-Garcia, I.S.T. Director

**SUBJECT**

Authorizing the City Manager to enter into a contract with AT&T Corp., in the total amount of \$88,770.60 for citywide Internet service. This contract is for a period of thirty-six (36) months, utilizing direct AT&T MIS tariff MIS1306415, and payable in monthly payments of \$2,465.85. Funding is available in the Information Services and Telecommunications department budget.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The city has been utilizing AT&T Corp., Internet services for the past three years. Provider is presenting a new rate for a new three-year contract term that will allow for upgrading the City's Internet bandwidth from 250Mbps to 1000Mbps at a monthly cost of \$ 2,465.85.

This Internet circuit is a primary link for public access to the city's web servers such as <http://www.cityofflaredo.com> or <https://click2gov.cityofflaredo.com> for city service payments made through the Internet. This circuit also provides Internet access for virtual private network connectivity for city staff, Police, and Fire department's mobile data terminal (MDT) network, and general access for information technology applications.

Summary:

<u>AT&amp;T Corp.</u>	<u>Term</u>	<u>Monthly Cost</u>	<u>Cost per Year</u>	<u>Total Cost</u>
Internet Service	36 Months	\$ 2,465.85	\$ 29,590.20	\$88,770.60

**COMMITTEE RECOMMENDATION**

N/A

## STAFF RECOMMENDATION

Staff recommends approval.

---

### Fiscal Impact

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 595-5530-513-3120  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Funding will be available in #595-5530-513-31-20.

---

### Attachments

AT&T Internet Service Agreement  
CC-AT&T

---



Sales Contact Information  
MALDONADO; THERESA  
214-743-5049  
tm5462@us.att.com

**eSign Fax Cover Sheet** Contract Id: 7180951

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

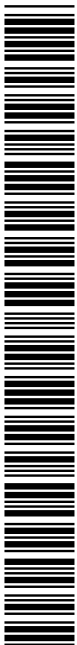
**Total Pages: 7**  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 7180951
  - II. All Pages stamped with Contract Id: 7180951
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1841223  
Contract Id: 7180951



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF LAREDO Doing Business As: City of Laredo Street Address: 1110 HOUSTON ST City: LAREDO State/Province: TX Zip Code: 780408019 Country: US	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Homero Vazquez-Garcia Title: IT Director Street Address: 1102 Bob Bullock Loop City: LAREDO State/Province: TX Zip Code: 78040 Country: United States Telephone: 956-727-6525 Email: hgarcia1@ci.laredo.tx.us	Name: Teri Maldonado Street Address: 1010 N SAINT MARYS ST 840 City: SAN ANTONIO State/Province: TX Zip Code: 78215 Country: United States Telephone: 210-216-4551 Email: tm5462@us.att.com Sales/Branch Manager: Tatum Minister SCVP Name: GEORGE SPENCER Sales Strata: BCS GEM Sales Region: USA <u><b>With a copy (for Notices) to:</b></u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1  
 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS1306415
------------

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. GRANDFATHERING AND WITHDRAWAL**

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

**5. RESALE OF SERVICES (US Mainland, and HI only)**

Customer may resell the Service.

**6. RATES (US Mainland, and HI only)**

Section I : AT&T Dedicated Internet  
Access Bandwidth -

**AT&T and Customer Confidential Information**

Page 2  
ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Table 1 : DNS Services**

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

**Table 2 : ADI Tele – Installation****Discount: 100.00%**

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 <sup>#</sup>	\$1,500 <sup>**#</sup>
10 Gig Ethernet* and up	\$1,500 <sup>#</sup>	\$1,500

\* Service not available with MPLS PNT.

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska.

**Table 3 : On-Site Installation****Discount: 100.00%**

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**AT&T and Customer Confidential Information**Page 3  
ASAP!

AT&T DEDICATED INTERNET  
PRICING SCHEDULE

Table 4 : Flexible Bandwidth Billing Option – Ethernet\*

Discount applied to ADI & ADI w/Managed Router Discount: 83.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 83.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following: 83.00%			Incremental Usage Fee Discount for the following: 83.00%
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
Discount applied to ADI & ADI w/ Managed Router for the following: 83.00%			Incremental Usage Fee Discount for the following: 83.00%
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
Discount applied to ADI & ADI w/ Managed Router for the following: 83.00%			Incremental Usage Fee Discount for the following: 83.00%
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to ADI & ADI w/ Managed Router for the following: 83.00%			Incremental Usage Fee Discount for the following: 83.00%
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to ADI & ADI w/ Managed Router for the following: 83.00%			Incremental Usage Fee Discount for the following: 83.00%
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50

AT&amp;T and Customer Confidential Information

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ASAP!



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

155 Mbps	\$1,820	\$2,020	\$65.16
<b>Discount applied to ADI &amp; ADI w/ Managed Router for the following: 83.00%</b>			<b>Incremental Usage Fee Discount for the following: 83.00%</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>Discount applied to ADI &amp; ADI w/ Managed Router for the following: 83.00%</b>			<b>Incremental Usage Fee Discount for the following: 83.00%</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>Discount applied to ADI &amp; ADI w/ Managed Router for the following: 83.00%</b>			<b>Incremental Usage Fee Discount for the following: 83.00%</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 5 : Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees**

**Discount: 94.00%**

Speed	Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router)
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Speed	Class of Service Monthly Fee – List Price*# (w/ or w/out Managed Router)
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 6 : Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees**

**Discount: 94.00%**

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 – 45 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7 : Class Of Service Option – Aggregate Billing Option\*\* - Monthly Service Fees**

Discount: 94.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps)	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 8 : Class Of Service Option - Installation Fees**

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
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\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 10: Local Access Pricing**

Ethernet Local Access Net Monthly Recurring Charge per SWC CLLI is valid for any NPA-NXX where such Ethernet Local Access is provisioned from the same Service Wire Center (SWC CLLI) and served at the same AT&T POP.				
CLLI	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
LARDTXLA	1101 Garden St, Laredo, TX	Ethernet - 1000 Mbps	\$0.00	\$1,700.00

**Section II : Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document

**AT&T and Customer Confidential Information**

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## COUNCIL COMMUNICATION

<b>DATE:</b>  05/06/2019	<b>SUBJECT: MOTION</b> Authorizing the City Manager to enter into a contract with AT&T Corp., in the total amount of \$88,770.60 for citywide Internet service. This contract is for a period of thirty-six (36) months, utilizing direct AT&T MIS tariff MIS1306415, and payable in monthly payments of \$2,465.85. Funding is available in the Information Services and Telecommunications department budget.										
<b>INITIATED BY:</b> Rosario Camarillo-Cabello; Interim Co-City Manager. Robert A. Eads; Interim Co-City Manager.	<b>STAFF SOURCE:</b> Homero Vazquez-Garcia; Information Services & Telecommunications Director. Miguel Pescador; Purchasing Agent.										
<b>PREVIOUS COUNCIL ACTION:</b> N/A											
<b>BACKGROUND:</b>  The city has been utilizing AT&T Corp., Internet services for the past three years. Provider is presenting a new rate for a new three-year contract term that will allow for upgrading the City's Internet bandwidth from 250Mbps to 1000Mbps at a monthly cost of \$ 2,465.85.  This Internet circuit is a primary link for public access to the city's web servers such as <a href="http://www.cityoflaredo.com">http://www.cityoflaredo.com</a> or <a href="https://click2gov.cityoflaredo.com">https://click2gov.cityoflaredo.com</a> for city service payments made through the Internet. This circuit also provides Internet access for virtual private network connectivity for city staff, Police, and Fire department's mobile data terminal (MDT) network, and general access for information technology applications.  Summary:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">AT&amp;T Corp.</th> <th style="text-align: left; border-bottom: 1px solid black;">Term</th> <th style="text-align: left; border-bottom: 1px solid black;">Monthly Cost</th> <th style="text-align: left; border-bottom: 1px solid black;">Cost per Year</th> <th style="text-align: left; border-bottom: 1px solid black;">Total Cost</th> </tr> </thead> <tbody> <tr> <td>Internet Service</td> <td>36 Months</td> <td>\$ 2,465.85</td> <td>\$ 29,590.20</td> <td>\$88,770.60</td> </tr> </tbody> </table>		AT&T Corp.	Term	Monthly Cost	Cost per Year	Total Cost	Internet Service	36 Months	\$ 2,465.85	\$ 29,590.20	\$88,770.60
AT&T Corp.	Term	Monthly Cost	Cost per Year	Total Cost							
Internet Service	36 Months	\$ 2,465.85	\$ 29,590.20	\$88,770.60							
<b>FINANCIAL IMPACT:</b> Funding for this purchase available in the following line item budget:  Contractual Services:      595-5530-513.31-10											
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.										

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario C. Cabello, Interim Co-City Manager

**Staff Source:** Homero Vazquez-Garcia, I.S.T. Director

**SUBJECT**

Authorizing the Co-Interim City Managers to approve payment for a one-year renewal option of the services agreement with Superior Public Sector for OpenGov Open Data Software Services. Renewal term is for one (1) year effective January 1, 2019 and ending December 31, 2019; and shall automatically renew for successive one (1) year terms; unless terminated by either party with at least sixty (60) days written notice prior to expiration of the then-current term. Second year cost is \$129,945.90; funding is available in the Information Technology Fund.

**PREVIOUS COUNCIL ACTION**

First year contract for \$149,623.00 approved November 20, 2017.

**BACKGROUND**

City Council at its meeting of November 20, 2017, approved an amendment to the Services Agreement with Superior Public Sector for FY2018. This amendment to the Services Agreement with Superior Public Section for OPENGOV Open Data software services delivered and deployed the OPENGOV Open Data Platform and Performance Dashboards. Superior has a premier partnership with OPENGOV Open Data, for the development of interfaces for OPENGOV's integration with Superior, thereby able to meet the needs of the City of Laredo by using the city's iSeries System that has existing interfaces. The goals of this project are to continue the deployment OPENGOV Open Data Platform with integrated Transparency, continued deployment of OPENGOV Open Data Operational Performance and configure ETL integrations, thru Superior, with the Open Data Platform for the City of Laredo, in compliance with Ordinance 2017-O-124 establishing the Open Data Policy for the City of Laredo.

**Year 2 services will include the following:**

OpenGov Performance	\$ 51,450.00
OpenGov Open Data-Annual Subscription Fee	54,127.50
OpenGov Miscellaneous	4,410.00
OpenGov Annual Agile Services	19,958.40
Professional Services Installation & Configuration	
<b>Second Term total</b>	<b>\$ 129,945.90</b>

Any subsequent renewal terms subject to funding availability.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 595-5538-513-5588  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding is available in account 595-5538-513-5588.

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**Attachments**

OpenGov-Invoice  
CC-OpenGov

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# Invoice

Invoice No	Date	Page
220065	12/6/2018	1 of 1

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 www.centalsquare.com  
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

**Bill To**

City of Laredo  
 Attn: Javier Hinojosa  
 City Hall Annex  
 1102 Bob Bullock Loop  
 Laredo TX 78043-9800  
 United States

**Ship To**

City of Laredo  
 Attn: Javier Hinojosa  
 City Hall Annex  
 1102 Bob Bullock Loop  
 Laredo TX 78043-9800  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1745LG	City of Laredo, TX		USD	Net 30	1/5/2019
	<b>Description</b>		<b>Units</b>	<b>Rate</b>	<b>Extended</b>
Contract No. Q-00000218					
1	OpenGov Performance - Annual Subscription Fee OpenGov Performance Maintenance: Start:1/1/2019, End: 12/31/2019		1	\$51,450.00	\$51,450.00
2	OpenGov Annual Agile Services - Annual Subscription Fee OpenGov Annual Agile Services Maintenance: Start:1/1/2019, End: 12/31/2019		1	\$19,958.40	\$19,958.40
3	OpenGov Miscellaneous - Annual Subscription Fee OpenGov Miscellaneous Maintenance: Start:1/1/2019, End: 12/31/2019		1	\$4,410.00	\$4,410.00
4	OpenGov OpenData - Annual Subscription Fee OpenGov OpenData Maintenance: Start:1/1/2019, End: 12/31/2019		1	\$54,127.50	\$54,127.50

**Please make remittance payable to Superior, LLC**  
**ACH / EFT:**  
 Routing Number 0710-000-39  
 Account Number 81880-15335  
 Bank of America (Phone 800-432-1000)  
 E-mail payment details to: Accounts.Receivable@centalsquare.com

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$129,945.90
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$129,945.90
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	<b>\$129,945.90</b>

## COUNCIL COMMUNICATION

<b>DATE:</b> 05/06/19	<b>SUBJECT: MOTION</b> AUTHORIZING THE INTERIM CO-CITY MANAGERS TO APPROVE PAYMENT FOR YEAR TWO RENEWAL OPTION OF SERVICES AGREEMENT WITH SUPERION PUBLIC SECTOR FOR OPENGOV OPEN DATA SOFTWARE SERVICES. RENEWAL TERM IS FOR ONE (1) YEAR EFFECTIVE JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019; AND SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS; UNLESS TERMINATED BY EITHER PARTY WITH AT LEAST SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO EXPIRATION OF THE THEN-CURRENT TERM. SECOND YEAR COST IS \$129,945.90; FUNDING IS AVAILABLE IN LINE ITEM 595-5538-513-5588.												
<b>INITIATED BY:</b> Rosario C. Cabello, Interim Co-City Manager	<b>STAFF SOURCE:</b> Homero Vasquez-Garcia, Information Services & Telecommunications Direction												
<b>PREVIOUS COUNCIL ACTION:</b> First year contract for \$149,623.00 approved November 20, 2017.													
<b>BACKGROUND:</b> City Council at its meeting of November 20, 2017, approved an amendment to the Services Agreement with Superior Public Sector for FY2018. This amendment to the Services Agreement with Superior Public Section for OPENGOV Open Data software services delivered and deployed the OPENGOV Open Data Platform and Performance Dashboards. Superior has a premier partnership with OPENGOV Open Data, for the development of interfaces for OPENGOV'S integration with Superior, thereby able to meet the needs of the City of Laredo by using the city's iSeries System that has existing interfaces. The goals of this project are to continue the deployment OPENGOV Open Data Platform with integrated Transparency, continued deployment of OPENGOV Open Data Operational Performance and configure ETL integrations, thru Superior, with the Open Data Platform for the City of Laredo, in compliance with Ordinance 2017-O-124 establishing the Open Data Policy for the City of Laredo.													
<b>Year 2 services will include the following:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">OpenGov Performance</td> <td style="text-align: right;">\$ 51,450.00</td> </tr> <tr> <td>OpenGov Open Data-Annual Subscription Fee</td> <td style="text-align: right;">54,127.50</td> </tr> <tr> <td>OpenGov Miscellaneous</td> <td style="text-align: right;">4,410.00</td> </tr> <tr> <td>OpenGov Annual Agile Services</td> <td style="text-align: right;">19,958.40</td> </tr> <tr> <td>Professional Services Installation &amp; Configuration</td> <td></td> </tr> <tr> <td><b>Second Term total</b></td> <td style="text-align: right;"><b>\$ 129,945.90</b></td> </tr> </table>		OpenGov Performance	\$ 51,450.00	OpenGov Open Data-Annual Subscription Fee	54,127.50	OpenGov Miscellaneous	4,410.00	OpenGov Annual Agile Services	19,958.40	Professional Services Installation & Configuration		<b>Second Term total</b>	<b>\$ 129,945.90</b>
OpenGov Performance	\$ 51,450.00												
OpenGov Open Data-Annual Subscription Fee	54,127.50												
OpenGov Miscellaneous	4,410.00												
OpenGov Annual Agile Services	19,958.40												
Professional Services Installation & Configuration													
<b>Second Term total</b>	<b>\$ 129,945.90</b>												
Any subsequent renewal terms subject to funding availability.													
<b>FINANCIAL IMPACT:</b> Funding is available in I.S.T./Open Data line item 595-5538-513-5588.													
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.												



**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Claudio Treviño Jr. Chief of Police, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to authorize the purchase of two (2) unmarked police units from Silsbee Ford, Silsbee, TX in the amount of \$61,168.00. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Financial Task Force (HIDTA) Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Authorized participation in the Goodbuy Contract Pricing Program Contract No.19-8F000.

**BACKGROUND**

Authorization is requested to purchase the two (2) unmarked police units for the Laredo Police HIDTA Task Force utilizing the Goodbuy Contract pricing purchasing program. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of the order.

Vendor	Description	Qty	Unit Price	Extended Total
Silsbee Ford-Goodbuy #19-8F000	2019 Ford F-150 Reg, CAB	1	\$28,663.00	\$28,663.00
	2020 Ford Explorer	1	\$32,205.00	\$32,205.00
	Goodbuy Aministrative Fee			300.00
	Total	2		\$61,168.00

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this purchase be approved

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:**  
**Source of Funds:** Financial Task Force  
**Account #:** 223-2334-525-9004

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

**FINANCIAL IMPACT:**

Funding available in the HIDTA Task Force Fund - Automotive Account number# 223-2334-525-9004

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**Attachments**

HIDTA vehicles quote

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**PRODUCT PRICING SUMMARY**

**GOODBUY 19- 8F000 VEHICLES**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: CITY OF LAREDO

Prepared by: GLEN ANGELLE

Contact: RUBY

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2019 FORD F-150 REG. CAB

Date: April 22, 2019

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **20,378.00**

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
	CREW CAB XLT UPGRADE	\$ 7,585.00			
	POWER WINDOWS / LOCKS				
	XLT TRIM				
	AM/FRM/RADIO				
	CLOTH 40/20/40 CLOTH SEATS				
	AIR				
	3.3L V6				
	SHORT BED				

Total of B. Published Options: \$ **7,585.00**

Published Option Discount (5%) \$ **-**

**C. Additional Options [not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
			\$ -

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: \_\_\_\_\_ \$ **-**

G. Additional Delivery Charge: 400 miles \$ **700.00**

H. Subtotal: \$ **28,663.00**

I. Quantity Ordered 1 x K = \$ **28,663.00**

J. Trade in: \_\_\_\_\_ \$ **-**

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **28,963.00**



**PRODUCT PRICING SUMMARY**

**GOODBUY 19- 8F000 VEHICLES**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: CITY OF LAREDO Prepared by: GLEN ANGELLE  
 Contact: RUBY Phone: 409-880-9191  
 Email: \_\_\_\_\_ Email: gangelles.cowboyfleet@gmail.com  
 Product Description: 2020 FORD EXPLORER Date: April 22, 2019

A. Bid Item: K7B A. Base Price: \$ 26,972.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
	3.3L ECO-BOOST				
	AUTO				
	CLOTH BUCKET SEATS				
	3RD. ROW SEATING				
	POWER WINDOWS/LOCKS				
	CRUISE				
	REAR CAMERA				
	SYNC				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

**C. Additional Options [not to exceed 25%]** \$= 16.8 %

Options	Bid Price	Options	Bid Price
2020. PRICE ADJ.	\$ 2,500.00		
TRUCK VAULT	\$ 2,033.00		

Total of C. Unpublished Options: \$ 4,533.00

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: \_\_\_\_\_
- G. Additional Delivery Charge: 400 miles \$ 700.00
- H. Subtotal: \$ 32,205.00
- I. Quantity Ordered 1 x K = \$ 32,205.00
- J. Trade in: \_\_\_\_\_ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 32,505.00

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Claudio Treviño Jr. Chief of Police; Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to authorize the purchase of three (3) unmarked police units from Lake Country Chevrolet, Jasper, TX in the amount of \$72,507.00. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Financial Task Force (HIDTA) Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Authorized participation in the Goodbuy Contract Pricing Program Contract No.19-8F000.

**BACKGROUND**

Authorization is requested to purchase three (3) unmarked police units for the Laredo Police HIDTA Task Force utilizing the Goodbuy Contract pricing purchasing program. Delivery is expected with ninety to one hundred and twenty (90-120) days after receipt of the order.

Vendor	Description	Qty	Unit Price	Extended Total
Lake Country Chevrolet #19-8F000	2019 Chevrolet Silverado	1	\$29,621.00	\$29,621.00
	2019 Chevrolet Equinox	1	\$23,196.00	\$23,196.00
	2019 Chevrolet Malibu	1	\$19,390.00	\$19,390.00
	Goodbuy Administrative Fee			\$300.00
	<b>Total</b>	<b>3</b>		<b>\$72,507.00</b>

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that this purchase be approved

**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:** Financial Task Force

**Account #:** 223-2334-525-9004

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

**FINANCIAL IMPACT:**

Funding is available in the HIDTA Task Force Fund - Automotive Account Number 223-2334-525-9004

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**Attachments**

HIDTA quote 2

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**PRODUCT PRICING SUMMARY**

GOODBUY 19 8F000 VEHICLES

VENDOR-LAKE COUNTRY CHEVROLET 2152 N. WHEELER JASPER TEXAS 75951

End User: CITY OF LAREDO Prepared by: GLEN ANGELLE  
 Contact: RUBY Phone: 409-880-9191  
 Email: \_\_\_\_\_ Email: gangelie.cowboyfleet@gmail.com  
 Product Description: 2019 CHEVROLET SILVERADO Date: April 22, 2019

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **21,186.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	SILVERADO CREW CAB 1LT UPGRADE	\$ 9,330.00			
	4.3L V6 GAS ENGINE				
	POWER LOCKS/WINDOWS				

Total of B. Published Options: \$ **9,330.00**

Published Option Discount (5%) \$ **-**

C. Additional Options [not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
			\$ -

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: PREFERRED CUSTOMER DISCOUNT \$ **(1,595.00)**

G. Additional Delivery Charge: 400 miles \$ **700.00**

H. Subtotal: \$ **29,621.00**

I. Quantity Ordered 1 x K = \$ **29,621.00**

J. Trade in: \_\_\_\_\_ \$ **-**

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **29,921.00**



**PRODUCT PRICING SUMMARY**

GOODBUY 19- 8F000 VEHICLES

VENDOR--LAKE COUNTRY CHEVROLET 2152 N. WHEELER ST. JASPER TEXAS 75951

End User: CITY OF LAREDO  
 Contact: RUBY  
 Email: \_\_\_\_\_  
 Product Description: CHEVROLET EQUINOX

Prepared by: GLEN ANGELLE  
 Phone: 409-880-9191  
 Email: gangelles.cowboyfleet@gmail.com  
 Date: April 22, 2019

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ 20,799.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
	1.5L 4 CYL.				
	AUTO				
	POWER WINDOWS/LOCKS				
	CRUISE				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

**C. Additional Options [not to exceed 25%]**

\$= 9.5 %

Options	Bid Price	Options	Bid Price
2019 PRICE UPGRADE	\$ 495.00		\$ -
TRUCK VAULT	\$ 1,476.00		

Total of C. Unpublished Options: \$ 1,971.00

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: \_\_\_\_\_ \$ (274.00)
- G. Additional Delivery Charge: 400 miles \$ 700.00
- H. Subtotal: \$ 23,196.00
- I. Quantity Ordered 1 x K = \$ 23,196.00
- J. Trade in: \_\_\_\_\_ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 23,496.00





**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** John Orfila Jr., Public Works Department Director, Miguel A. Pescador,  
Purchasing Agent

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**SUBJECT**

Consideration to amend supply contract FY18-005 by 25% to Vulcan Materials, San Antonio, Texas for the purchase of asphalt cold lay used for street paving projects. The contract was originally awarded for \$100,000.00, this would allow for 25% increase amount of \$25,000.00 for a new contract total of \$125,000.00. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. Funding is available in the Public Works construction project budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Contract awarded on 11/20/17 by Council, motion 45  
Extension 1 approved by Council on 11/05/18, motion 28

**BACKGROUND**

This contract provides materials used in street paving, street construction, and general repair projects for all City departments. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. There was no price increase during this extension period. This is the second and final extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This shall be the final renewal extension for this contract. All items are subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee.

**Current Pricing:**

		<b>Vulcan Materials</b>	
Section	Description	Unit Price/Ton	
I	Asphalt Cold Laid picked up by City Trucks	\$ 59.61 Black Base \$ 61.61 Type D	

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 101-2730-532-3014  
**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:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew annual service contract FY18-040 with Austin Wood Recycling, Cedar Park, Texas in an amount up to \$100,000.00 for the grinding of wood waste material (brush, branches, pallets, etc.) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension options allowed. Funding is available in the Solid Waste Services Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one year contract on 4/2/18.

**BACKGROUND**

This contract establishes a grinding services rate per cubic yard. There was no price increase during the last extension period. This is the first of two extension periods. Staff is recommending that this contract be renewed with Austin Wood Recycling.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract allows for one additional one year extension period 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City

Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Contract Pricing

<b><u>Austin Wood Recycling</u></b>	<b>Unit Price</b>
Option 1 Single Pass Grinding (1"x6")	\$ 1.00/cyd
Option 2 Double Pass Grinding (<1"x6")	\$ 1.35/cyd

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Solid Waste Fund  
**Account #:** 556-2560-533-3940  
**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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**Attachments**

FY18-040 Contract

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**City of Laredo  
Purchasing Division  
Contract Renewal Notice**

March 21, 2019

Mr. Mike Yaw  
Austin Wood Recycling  
3875 E. Whitestone Blvd.  
Cedar Park, Texas 78613

Re: Wood Grinding Services  
Contract Renewal Extension I  
FY18-040

Dear Mr. Yaw,

A contract was awarded to your company on 4/02/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of two extension periods for this contract.

Contract Pricing:

	<b>Unit Price</b>
Option 1 Single Pass Grinding (1"x6")	\$ 1.00/cyd
Option 2 Double Pass Grinding (<1"x6")	\$ 1.35/cyd

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Austin Wood Recycling	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: _____
Authorized Signature: _____	
Print Name: <u>Jerome Alder</u>	
Date: <u>03/27/2019</u>	

**City Council-Special**

**Meeting Date:** 04/02/2018

**Initiated By:** Martin Aleman, Executive Director of Finance and Technology

**Staff Source:** Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award annual service contract FY18-040 to the sole bidder Austin Wood Recycling, Cedar Park, Texas in an amount up to \$100,000.00 for the grinding of wood waste material (brush, branches, pallets, etc.) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract allows for two additional, one year extensions upon mutual agreement of the parties. Funding is available in the Solid Waste Services Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract for providing wood grinding services needed at the Solid Waste Services Department. This contract establishes a grinding services rate per cubic yard. Staff is recommending that this contract be awarded to the sole bidder Austin Wood Recycling.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract allows for two additional one year extensions 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's

Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Contract Pricing

<u>Austin Wood Recycling</u>	Unit Price
Option 1 Single Pass Grinding (1"x6")	\$ 1.00/cyd
Option 2 Double Pass Grinding (<1"x6")	\$ 1.35/cyd

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2018  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 556-2560-533-2010  
**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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**Attachments**

Contract FY18-040

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# City of Laredo Purchasing (City of Laredo Purchasing) Supplier Response

Bid Information	Contact Information	Ship to Information
<b>Bid Creator</b> Enrique Aldape III Administrative Assistant II	<b>Address</b> 5512 Thomas Avenue  Laredo, TX 78041	<b>Address</b> 1110 Houston St 3rd floor Laredo, TX 78043
<b>Email</b> ealdape@ci.laredo.tx.us	<b>Contact</b> Enrique Aldape III Purchasing Division	<b>Contact</b> Jose A. Valdez, Jr. City Secretary
<b>Phone</b> (956) 794-1733	<b>Department</b>	<b>Department</b>
<b>Fax</b> (956) 790-1805	<b>Building</b> Public Works Service Center	<b>Building</b> City Hall 3rd floor
<b>Bid Number</b> FY18-040 Wood Grinding Services	<b>Floor/Room</b>	<b>Floor/Room</b>
<b>Title</b> Wood Grinding Services	<b>Telephone</b> 956 (794) 1733	<b>Telephone</b>
<b>Bid Type</b> RFB	<b>Fax</b> 956 (790) 1805	<b>Fax</b>
<b>Issue Date</b> 2/9/2018 11:00 AM (CT)	<b>Email</b>	<b>Email</b>
<b>Close Date</b> 3/8/2018 05:00:00 PM (CT)	ealdape@ci.laredo.tx.us	

## Supplier Information

**Company** Austin Wood Recycling (S & M Business)  
**Address** 3875 E. Whitestone Blvd  
  
 Cedar Park, TX 78613  
**Contact** Mike Yaw  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** (512) 259-7430  
**Fax** (512) 259-6482  
**Email** info@austinwoodrecycling.com  
**Submitted** 2/26/2018 02:48:57 PM (CT)  
**Total** \$2.35

By submitting your response, you certify that you are authorized to represent and bind your company.

**Signature** Jerome Alder

**Email** info@austinwoodrecycling.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".	(No Response Required)
2	Name of Offeror (Business)		Austin Wood Recycling
3	Print Name of person authorized to sign bid		Jerome Alder
4	Title		President
5	Business Address		3875 E. Whitestone Blvd
6	City, State, Zip Code		Cedar Park, TX 78613
7	Telephone Number		(512) 259-7430
8	Federal Tax ID Number		74-2521609
9	Bidders Principal/Corporate Place of Business Address		3875 E. Whitestone Blvd, Cedar Park, TX 78613
10	Indicated Status of Business		Corporation
11	If other state business status		
12	State how long under its present business name		30
13	If applicable, list all other names under which the Business identified above operated in the last five years		N/A
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?		No
15	Question #1	Has the business, or any officer or partner thereof, failed to complete a contract?	No
16	Question 2	Is any litigation pending against the Business?	No
17	Question #3	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?	No
18	Question #4	If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.	
19	Question #5	Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?	No

20	Question #6	Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?	No
21	Question #7	Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?	No
22	Question #8	Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?	No
23	Question #9	Is the Business in arrears in any contract or debt?	No
24	Question #10	Has the Business been a defaulter, as a principal, surety, or otherwise?	No
25	Question #11	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?	No
26	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
27	Historically Underutilized Business (HUB)		No
28	Small Disadvantaged Business Enterprise (SDBC)		No
29	Disadvantaged Business Enterprise (DBE)		No
30	Other: Please specify		N/A
31	This company is not a certified minority business		This company is not a certified minority business
32	Contact Person Email Address		info@austinwoodrecycling.com

33 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

(No Response Required)

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

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

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

(No Response Required)

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

35	Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS	If you attest there is no conflict of interest, please skip sections 2-8.	I attest there is no conflict of interest
36	Question 2. Name of person who has a business relationship with local governmental entity		
37	Question 3. Check this box if you are filing an update to a previously filed questionnaire.	(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
38	Question 4. Name of local government officer(s) with whom filer has employment or business relationship.	This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.	
39	Question 5. Sub-Part A	A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?	No
40	Question 6. Sub-Part B	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?	No
41	Question 7. Sub-Part C	C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?	No
42	Question 8. Sub-Part D	D. Describe each employment or business relationship with the local government officer named in this section	
43	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
44	This is a		New Submission
45	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Jerome Alder
46	Question 2. Contract Information	Please include the following: a) Contract or Project Name b) Originating Department	a) Wood Grinding Services b) Solid Waste Services Department
47	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		Austin Wood Recycling
48	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
49	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	

50	Question 5. List any individuals or entities that will be subcontractors on this contract		Not Applicable
51	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	
52	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
53	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
54	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.  a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)	Not Applicable
55	Question 7. Disclosure of political contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	
56	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
57	Question 8. Disclosure of Conflict of Interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	I am not aware of any conflict of interest
58	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest in question 8, please list them in this section.	
59	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I have read and understand this section

60	Question 10. No Contract with City Officials or Staff during Contract Evaluation	<p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.</p> <p>This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p>	I have read and understand this section
61	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	I have acknowledge that I have been advised
62	Question 11. Oath	<p>Please complete in this section the required information for your company:</p> <p>1) Name 2) Title 3) Company or DBA 4) Date</p>	<p>Jerome Alder, President Austin Wood Recycling 2/22/2018</p>
63	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	I swear or affirm information is correct
64	Question 4. List any business entity(ites) that is a partner, parent, subsidiary business entity(les) of the Individual or entity listed in Question 4		Not Applicable

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

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

**1.0 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be



returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

#### 4.0 REJECTION OF BIDS

The City may reject a bid if:

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

#### 5.0 WITHDRAWAL OF BIDS

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

#### 6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

#### 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
  - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific

reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:  
City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### 9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. 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.

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.

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City of Laredo reserves the right to selection Option 1 or Option 2.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to

the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

#### 11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

## INSURANCE REQUIREMENTS

I agree my insurance meets minimum requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

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

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) 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.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.
- (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

67 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT  
CERTIFICATION**

I certify to the terms and conditions

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under

the bill.

1.CODE OF ETHICS ORDINANCE 2012-0-126  
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

I have read and understand this section

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

1.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only\*\*

1.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.



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**Line Items**

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#	Qty	UOM	Description	Response
1	1	Cubic Yard	Option#1 Single Pass Grnding (1" x 6")(For bidding purpose grinding services will be based on 80,000 CYD?	\$1.00
Item Notes:				
Supplier Notes:				
2	1	Cubic Yard	Option#2 Double Pass Grinding (<1" x 6")(For bidding purpose grinding services will be based on 20,000 CYD)	\$1.35
Item Notes:				
Supplier Notes:				
Response Total:				\$2.35

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**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**WOOD GRINDING SERVICES  
SOLID WASTE SERVICES DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide wood grinding services for the Solid Waste Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

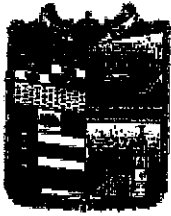
Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on March 8, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 9, 2018.

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

**Bid: Wood Grinding Services  
FY18-040**

Bids can be downloaded and submitted through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

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**Hand Delivered:**

City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 9th DAY OF FEBRUARY 2018.

Jose A. Valdez Jr.  
for: City Secretary

CITY OF LAREDO  
PURCHASING DIVISION

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
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Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
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- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

**2.0 DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

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- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS**

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS**

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

**6.0 LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
  - (b) **To be performed by protesting vendor:** Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
  - (c) **To be performed by City's Purchasing Officer:** Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
  - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be 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.

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.

**10.0 AWARD OF CONTRACT**

- (a) This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City of Laredo reserves the right to selection Option 1 or Option 2.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

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Jorge J. Jolly, Accounts Payable Manager  
956-791-7328  
[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

**12.0 INSURANCE REQUIREMENTS**

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) 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.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**13.0 CONTRACT REQUIREMENTS**

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**13.1 CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**13.4 CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Bid Only\*\***

**13.5 CONFLICT OF INTEREST FORMS (Attached)**

**Conflict of Interest Disclosure:**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

**Certificate of Interested Parties (Form 1295)**

**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.



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In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

**14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids  
Wood Grinding Services**

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**15.0 Scope of Work**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual services contract for providing wood grinding services for the Solid Waste Services Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

**16.0 Scope**

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month service contract.

Solid Waste Services Department point of contact: Alejandro Benavides (956) 326-1100  
[abenavides@ci.laredo.tx.us](mailto:abenavides@ci.laredo.tx.us)

16.1 All questions for this bid shall be submitted in writing or by email no later than, February 16, 2018 to:

Enrique Aldape III  
Purchasing Division  
5512 Thomas Ave.  
Laredo, TX, 78041  
[ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

**17.0 General Conditions:**

17.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

**18.0 Material**

The wood waste material is stockpiled at a designated area at the City of Laredo Landfill. The landfill is situated two miles east of the intersection of State Highway 359 and Loop 20. The waste material is situated east of the main entrance of the landfill. The Landfill department will request these services at least twice a year or needed. Since the services are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

18.1 The wood waste material generally consists of one stockpile with an approximate volume of 20,000 to 25,000 cubic yards. The stockpile consists mostly of branches with some tree stumps, Christmas trees and pallets, averaged 11 feet in height. The City desires to maintain a mulch grinding schedule which avoids on site storage of more than 25,000 cubic yards of un-ground material.

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As such, the contractor will be expected to have the ability to commence grinding within one week of being notified that the City desires to grind accumulated material that is estimated to be 20,000 cubic yards or more. Historically, accumulation of 20,000 to 25,000 cubic yards has occurred three to four times annually. For grinding information, the in-coming wood material is pushed onto a long, irregular- shaped stockpile with a dozer or compactor.

**19.0 Grinding**

The contractor shall perform all grinding services on-site. The contractor shall provide all loading equipment, grinding equipment, and operators to process the wood waste material by reducing the wood waste material and recycling it into mulch. The grinding equipment shall be capable of processing brush, branches, Christmas trees, stumps, logs, and pallets. The grinding equipment shall be equipped with magnetic devices to remove all metal (i.e., nails from wood pallets).

**20.0 Option 1**

The grinding equipment shall be equipped with a screen or similar device to size the chips (mulch) in a single pass no longer than 6 inches in length and one inch in diameter to allow the mulch to be used for landscaping, erosion control, etc.

**21.0 Option 2**

The City may elect to have a portion of the processed mulch subjected to a second grinding pass in order to reduce chip size and produce a finer product.

**22.0 Disposal**

The contractor shall be responsible for the disposal of waste material derived from the stockpiles not intended for grinding (i.e., nails, plastic, metal). The contractor shall place the waste in the active cell of the landfill as directed by the landfill manager.

22.1 The contractor shall also clean up the stockpile locations, leaving the site neat, orderly and free of all waste as determined by the landfill manager.

**23.0 Transportation**

The contractor shall be responsible for the mobilization and demobilization of their equipment.

**24.0 Fuel and Lubricants**

The contractor shall be responsible for all fuel and lubricants that are needed to operate the grinding and loading equipment.

**25.0 Training & Safety**

The contractor shall provide necessary training/safety for his personnel.

**26.0 Applicable Specifications**

The contractor shall at all times observe and comply with all Federal and State laws which, in any manner, affect the operation and provision of this service. The contractor agrees to procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the operation of this service. All taxes imposed on the contractor or imposed by a Federal, State or local governmental agency shall be paid when due.

**27.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City of Laredo reserves the right to select Option 1 or Option 2.

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**Annual Supply/Service Contract:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the services are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**27.1 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**28.0 Term of Contract**

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 two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**29.0 Price Adjustment\*\*\*\*\***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) or [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

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**30.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Tab A - Company Information Questionnaire**

**Tab B - Signed Price Schedule**

**Tab C - Conflict of Interest Questionnaire**

**Tab D - Non-Collusive Affidavit**

**Tab E - Discretionary Contract Disclosure**

**Tab F - Certificate of Interested Parties**

**Tab G - Form 1295**

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31.0 **Tab A - Bidder Information Questionnaire**

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Name of Offeror (Business) Austin Wood Recycling

Signature [Signature] Date 2-22-18  
of person authorized to sign bid

Print Name Jerome Alder  
of person authorized to sign bid

Title: President

Business Address: 3875 E. Whitestone Blvd.

City, State, Zip Code: Cedar Park, TX 78613

Telephone Number: 512-259-7430 Fax Number: 512-259-6482

Contact Person Email Address: info@austinwoodrecycling.com

Federal Tax ID Number: 74-2521609

Bidders Principal/Corporate Place of Business Address: \_\_\_\_\_

Indicated Status of Business:

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 30

If applicable, list all other names under which the Business identified above operated in the last five years.

\_\_\_\_\_

\_\_\_\_\_

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes  No

Is any litigation pending against the Business? Yes  No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes  No   
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes  No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes  No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes  No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes  No

Is the Business in arrears in any contract or debt? Yes  No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes  No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes  No

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

CITY OF LAREDO  
PURCHASING DIVISION

32.0 Tab B Price Schedule

32.1 Wood Grinding Price Schedule

Option#1 Single Pass Grinding (1" x 6")  
(For bidding purpose grinding services will be based on 80,000 CYD) \$ 1.00 per Cubic Yard

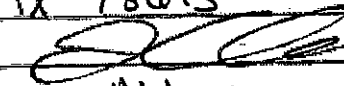
Option#2 Double Pass Grinding (<1" x 6")  
(For bidding purpose grinding services will be based on 20,000 CYD) \$ 1.35 per Cubic Yard

Company Name: Austin Wood Recycling

Owner/President Name: Jerome Alder President

Company Address: 3875 E. Whitestone Blvd.

City, State, Zip Code: Cedar Park, TX 78613

Company Authorized Representative's Signature: 

Company Representative's Name: Jerome Alder

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."



**CITY OF LAREDO  
PURCHASING DIVISION**

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**33.0 Tab C- Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO  
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,  
LOCAL GOVERNMENT CODE EXISTS.

Jerome Alder  
Name

[Signature]  
Signature

2-22-18  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

CITY OF LAREDO  
PURCHASING DIVISION

34.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

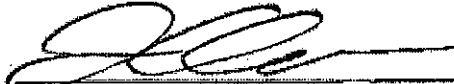
AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Jerome Alder  
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



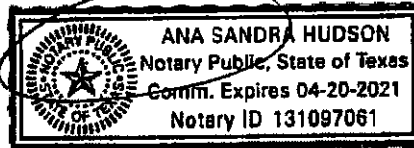
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22 day of February 2018

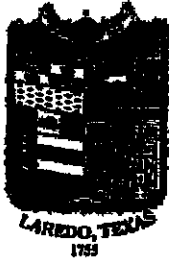
Notary Public

My commission expires:

04-20-2021



35.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

First: Jerome M.I. \_\_\_\_\_ Last: Alder Suffix: \_\_\_\_\_

a) Contract or project name: Wood Grinding Services FY18-040  
b) Originating department: \_\_\_\_\_

\_\_\_\_\_

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.  
 Names of partner, parent, or subsidiary business entities:

Not applicable. No subcontractors will be retained for this contract.  
 Subcontractors may be retained, but have not been selected at the time of this submission.  
 List of subcontractors:

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.  
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO  
PURCHASING DIVISION**

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 90 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/ commission.

I am aware of the following conflict(s) of interest:

**\*Acknowledgements**

**Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 90 calendar days after contract has been awarded.

**No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO  
PURCHASING DIVISION

**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Jerome Alder Title: President

Company Name or DBA: Austin Wood Recycling Date: 2-22-18

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ausitn Wood Recycling  
Cedar Park , TX United States

Certificate Number:  
2018-314978

Date Filed:  
02/16/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY18-040  
Wood Grinding Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martin , Mike	Cedar Park , TX United States	X	
	Martin, Susan	Cedar Park , TX United States	X	

5 Check only if there is NO interested Party.

### 6 UNSWORN DECLARATION

My name is Jerome Alder and my date of birth is 9-13-71

My address is 3875 E. Whitestone Blvd, Cedar Park TX 78613 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas on the 22 day of 2, 2018  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**CITY OF LAREDO  
PURCHASING DIVISION**

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**37.0**

**Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M on March 8, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 9, 2018.

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

**Bid: Wood Grinding Services  
FY18-040**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040





in Wood Recycling (S & M Busin						
Line #	Description	Mfgr	Mfgno	QTY	UOM	Total Price
1	Option#1 Single Pass Grinding (<1" x 6") (Fo			1	Cubic Yard	\$1.00
2	Option#2 Double Pass Grinding (<1" x 6") (Fo			1	Cubic Yard	\$1.35
						Extended
						\$2.35
						\$1.00
						\$1.35



**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

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

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**SUBJECT**

Authorizing the Co-City Managers to execute a contract with Southern Trenchless Solutions of Weslaco, Tx to install eight hundred ninety feet (890) of thirty six inch (36") sewer line on San Francisco Avenue in order to relieve the current wastewater backup at that location. The contract amount will be \$995,989.10 and will provide for ninety (90) working days to complete. The bid was awarded using BuyBoard Cooperative Purchasing, under program contract number 555-18. Funding is available in the 2015 Sewer Revenue Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The existing 36" sanitary sewer line has a couple sections with negative slope causing the wastewater to backup and reducing the capacity of the 30" line in San Dario Avenue, this new line will have the correct slope and it will relieve the 30" line.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Approval of motion

---

**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	y

**Source of Funds:** 2015 Sewer Revenue Bond

**Account #:** 559-4297-538-0363

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

**FINANCIAL IMPACT:**

Funding is available in the 2015 Sewer Revenue Bond, account number 559-4297-538-0363

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**Attachments**

Proposal

Map

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P O Box 8084; Weslaco, TX 78599  
 1200 W Exp 83, La Feria, TX 78559  
 Ph# 956-277-0354 Fax# 956-277-0355  
[Adminstx@southerntrenchless.com](mailto:Adminstx@southerntrenchless.com)

Date Issued: 4/9/2019

Date of Acceptance: \_\_\_\_\_

Quote: 9192

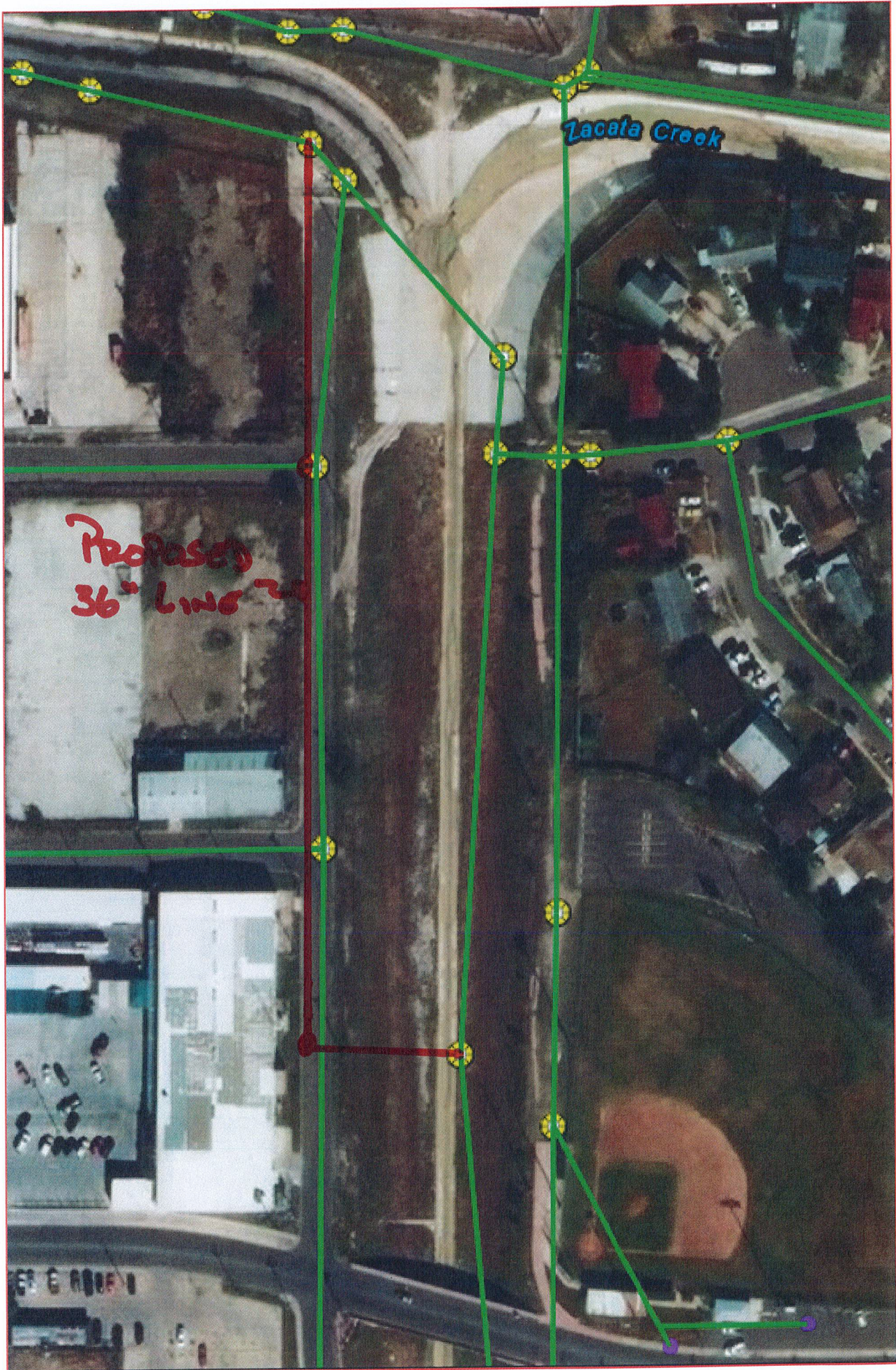
### Buyboard Proposal

Project: City of Laredo - Dr Ikes 36" Line Crossing Sacate Creek next to Canal Street

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	380	Mobilization	1	EA	\$ 3,850.00	\$ 3,850.00
2	165	Traffic Control	7	DAY	\$ 1,100.00	\$ 7,700.00
3	57	Set Up 12" Pump	3	EA	\$ 3,300.00	\$ 9,900.00
4	61	Set Up 12" Piping	500	LF	\$ 33.00	\$ 16,500.00
5	67	Operate 12" Pumping System	20	DAY	\$ 1,814.00	\$ 36,280.00
6	137	Trench Safety	890	LF	\$ 11.00	\$ 9,790.00
7	138	Modified Trench Safety	40	VF	\$ 550.00	\$ 22,000.00
8	398	Pipe or Other Confined Space Man Entry Safety System	5	DAY	\$ 1,650.00	\$ 8,250.00
9	146	Dewatering setup (well pointing)	1	EA	\$ 5,500.00	\$ 5,500.00
10		36" Sewer Pipe (30' Depth)	890	LF	\$ 575.00	\$ 511,750.00
11	132	Access Pit (>15'-20' deep) (72" MH Install)	1	EA	\$ 34,000.00	\$ 34,000.00
12	143	Granular Backfill	4000	TONS	\$ 33.00	\$ 132,000.00
13	144	Flowable Fill	500	CY	\$ 110.00	\$ 55,000.00
14	157	Repair/Rehab 8" Flex base	2200	SY	\$ 22.00	\$ 48,400.00
15	156	Repair/Rehab 2" Asphalt pavement	2200	SY	\$ 25.00	\$ 55,000.00
16	158	Rehab Concrete Pavement	80	SY	\$ 175.00	\$ 14,000.00
17		Performance & Payment Bond	1	EA	\$ 18,618.30	\$ 37,619.10
<b>Total</b>						<b>\$ 995,989.10</b>
<b>Special</b>	***	<b>If Rock is Present Item #428 will be Added on to Line Item 10</b>				
<b>Conditions:</b>	428	Rock Clause	1	IN/DIA	\$ 60.50	
				LF		
<b>Exclusion:</b>	1 Water to be provided by the City of Laredo at no charge to Southern Trenchless, LLC. 2 Waste site to be provided by The City of Laredo					
<b>Instruction:</b>	** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.					
Signature: _____		Print Name: _____				
Title: _____						





**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Rosa E. Salinas, Acting Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

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**SUBJECT**

Discussion with possible action to consider an eighth request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Alfredo Rodriguez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of April 6, 2019 pay period: 451 days.

**PREVIOUS COUNCIL ACTION**

First request for an extension (36 work days from April 6, 2018 to May 25, 2018) granted by City Council on April 02, 2018. Second request for an extension (40 work days from May 28, 2018 to July 20, 2018) granted by City Council on June 04, 2018. Third request for an extension (35 work days from July 23, 2018 to September 7, 2018) granted by City Council on July 16, 2018. Patrol Officer Alfredo Rodriguez only used 11 days and 3.5 hours of this extension.

Fourth request for an extension (20 work days from November 12, 2018 to December 7, 2018) granted by City Council on November 19, 2018.

Fifth request for an extension (35 work days from December 10, 2018 to January 25, 2019) granted by City Council on December 3, 2018.

Sixth request for an extension (20 working days from January 28, 2019 to February 22, 2019) granted by City Council on January 22, 2019.

Seventh request for an extension (30 working days from February 25, 2019 to April 5, 2019) granted by City Council on March 18, 2019.

**BACKGROUND**

Patrol Officer Alfredo Rodriguez suffered a work related injury on April 6, 2017. April 5, 2018 - 260th Day

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



35 working days from April 8, 2019 to May 24, 2019. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

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**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Rosa E. Salinas, Acting Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

---

**SUBJECT**

Discussion with possible action to consider a first request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Heriberto Rodriguez Jr. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of April 6, 2019 pay period: 246 days.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

Patrol Officer Heriberto Rodriguez Jr. suffered a work related injury on April 26, 2018.  
April 25, 2019 - 260th Day

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

21 working days from April 26, 2019 to May 24, 2019. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

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**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Robert A. Eads, Co-Interim City Manager

---

**SUBJECT**

Discussion with possible action on the status of contract with 2L4L Baseball LLC for the use of the Uni-Trade Stadium; and any other matters incident thereto.

**PREVIOUS COUNCIL ACTION**

On November 20, 2017 Council Approved contract with 2L4L Baseball LLC to have the Tecolotes De Los Dos Laredos play baseball at Uni-Trade Stadium.

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

---

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Jose A. Valdez Jr., City Secretary

**Initiated By:** Jose A. Valdez Jr.

**Staff Source:** Jose A. Valdez Jr.

---

**SUBJECT**

Discussion with possible action to approve the naming of the residential development located 802 Convent Avenue to the Martha C. Narvaez City Hall Apartments.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Raizul Mia, Utilities Director; Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Staff Report on the status of contract for the City of Laredo's Payment & Collection Processing System, with possible action.

**PREVIOUS COUNCIL ACTION**

On September 17, 2018 City Council approved the award contract FY18-035 to Paymentus Corporation, Charlotte, North Carolina.

**BACKGROUND**

On September 17, 2018 City Council approved the award contract FY18-035 to Paymentus Corporation, Charlotte, North Carolina, in an estimated annual amount of \$505,000.00, based on current city volume of transactions. This contract would provide a payment and collection processing system for the City of Laredo Utilities, Tax and other City Departments. The objective of this contract is to improve the customer service experience with increased payment options (to include credit cards). The original term of this contract would be for a period of one (1) year beginning the date of its execution and is subject to future volume of transactions. This contract can be extended for three (3) additional one year periods, upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding for this contract will be covered by revenues generated from 3% convenience fee.

The City of Laredo solicited Request For Proposals through Cit-E-Bid and received four proposals for providing payment and collection processing services. The four proposals submitted were from Paymentus Corporation, Charlotte, NC, MSB (Municipal Service Bureau), Austin, TX., Invoice Cloud, Braintree, MA, and Tsys Merchant Solutions, Omaha, NE.

Best value criteria was used in evaluating all four proposals by a committee consisting of: Tax, Utilities, IST, and Finance Department personnel. After interviews/presentations from the top 2 ranked to allow for further details/clarifications from their proposals. Upon completion of interviews and review of the proposals and review of best and final offers, the committee scored Paymentus 87.00 and MSB 80.80. Staff recommended that this contract be awarded to Paymentus Corporation.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

---

**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Contingent on any action taken.

---

**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Aileen Ramos

---

**SUBJECT**

Discussion with possible action on the funding source for Texas A&M International University's 50th Anniversary Celebration funding request, as previously presented to City Council by TAMIU; and any other matters incident thereto.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

On March 18, 2019, City Council approved a motion to provide a sponsorship of \$100,000 to Texas A&M International University, contingent on the regulations and terms provided by Management and the City Attorney's Office.

City Council further instructed that the funding be provided in installments of \$50,000 over the current and next fiscal years.

Staff requested the opportunity to review the Convention & Visitors Bureau budget to ensure that TAMIU's event qualifies for funding based on estimated hotel room nights.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

Based on TAMIU's report on projected hotel room nights specifically resulting from 50th Anniversary Celebration events, and in accordance with the City Council approved sponsorship forms, TAMIU's event does not qualify to receive the full amount from hotel occupancy tax.

---

**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Financial impact contingent upon funding source approved.

---



**City Council-Regular**

**Meeting Date:** 05/06/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Claudia San Miguel, General Manager

---

**SUBJECT**

Consideration to award a two-year contract FY19-050 to the single responsible bidder Gonzalez Auto Parts, Laredo, Texas for the purchase of Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Engine Oil for estimated yearly amount of \$283,500.00 for the Revenue Vehicle Fleet. Funding is available in the Laredo Transit Management, El Metro Operations Fund.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The request for bids was put out twice. In compliance with the Transit Asset Management Plan (FTA) whereas the current fleet consisting of 2015 Gillig Buses is under strict warranty guidelines for said product Staff recommends to proceed with the single responsible bidder.

The first attempt to secure bids was Formal IFB# FY19-038 on Feb. 4, 2019, which was posted on Cit-E-Bid and advertised in the Laredo Morning Times on Feb.4, 2019 and on Feb. 11, 2019 with limited response and viewed by 5 sources.

The second attempt was Formal IFB# 19-050 on March 13, 2019, posted on Cit-E-Bid and advertised in the Laredo Morning Times on March 14, 2019 and March 21, 2019; viewed by 6 sources. The sole bidder was Gonzalez Auto Parts with products that meet or exceed the O.E.M. spec requirements. LTMI's Single Bid Analysis Checklist and Independent Cost Estimate Forms have been completed.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this motion.

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**Fiscal Impact**

**Fiscal Year:** 2018-2019  
**Budgeted Y/N?:**  
**Source of Funds:** El Metro Operations  
**Account #:** 558-5811-582-6660  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**  
Funding is available in Account: 558-5811-582-6660.

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**Attachments**

BID-TRANSM

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LTFMI Form #2

Single Bid Analysis Checklist

Solicitation		Action to Plan
Solicitation: Solicitation No: <b>FY19-050</b>		Number of Solicitations Requested: <b>6</b>
Product/Service to be procured: <b>Transmission and Motor Oil</b>		Number of Bids Received: <b>1</b>
Bid or Proposal Due Date: <b>3/28/2019 @ 5:00 PM</b>		
Single Bid: After Solicitation and only a Single Bid is received, the following must be documented, checked and attach to that Procurement File:		
Determination if competition was adequate		
<input checked="" type="checkbox"/> <b>Review Specifications for undue restrictiveness.</b> Notes from review of specifications: <i>Potential Bidders were encouraged to quote their product w/spec.</i>		
<input type="checkbox"/> <b>Survey potential Bidders (Reason why they did not submit Bid).</b> <i>backup documentation</i>		
Notes from survey of potential sources that chose not to submit a bid (note who was contacted, and feedback provided):		
Reasons for Lack of Competition		Describe reasons:
<input type="checkbox"/> Lack competency <input type="checkbox"/> Lack available resources <input type="checkbox"/> Poor timing <input type="checkbox"/> Short response due date <input type="checkbox"/> Other		<i>The formal request for bids was viewed by 6 sources on Cit-E-Bid, only 1 source submitted a bid, notice was adequately advertised in our local newspaper 4 times giving sources enough time to respond. A couple admitted missing the deadline</i>
<input checked="" type="checkbox"/> <b>Price Analysis / Cost Analysis.</b> <input checked="" type="checkbox"/> <b>Review and Attach Cit-E-Bid Participation List.</b>		
Note: New solicitation of Bids must be made if the "Single Bid Price" appears unreasonable or if no determination is made as to the reasonableness of the Single Bid.		
Action Plan (provide description of next steps)		
<input checked="" type="checkbox"/> <b>Award Contract Basis:</b> <i>Based on one of our most reliable sources responding to our request with products that met our spec/manufacturers requirements</i>		
<input type="checkbox"/> <b>Extended Deadline (modify solicitation):</b>		
<input type="checkbox"/> <b>Reprocure:</b>		
<input type="checkbox"/> <b>New Solicitation Due to be Completed:</b>		
Name of Agency Representative <i>Eusebio Valdez</i>	Signature <i>[Signature]</i>	Date <i>4-9-19</i>

# INDEPENDENT COST ESTIMATE SUMMARY

REQUISITION NO: \_\_\_\_\_ DATE OF ESTIMATE: \_\_\_\_\_

DESCRIPTION OF GOODS/SERVICES:

Transmission and Motor Oil

NEW PROCUREMENT

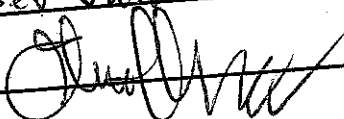
METHOD OF OBTAINING ESTIMATE:

HISTORICAL PRICING: (PREVIOUS PO/BID/CONTRACT # FV16-019  
AND MOST RECENT PO# 303997 Rotex for CWG motor oil  
PO# 304039 Aquindia: DILCO Trans. Oil.

THROUGH THE METHOD(S) STATED ABOVE, IT HAS BEEN DETERMINED THE ESTIMATED  
TOTAL GOODS/SERVICES IS \$ 234,240.00 Based on 2016 prices

note: Oil & oil bi-products have had significant price increases  
during the first few months of 2019 & we anticipate  
quotes coming in higher.

NAME: Elise Valdez

SIGNATURE: 

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

**Event Number** FY19-050  
**Event Title** FY19-050 Transmission and Motor Oil  
**Event Description** Bidders are strongly encouraged to submit  
**Event Type** RFB  
**Issue Date** 3/13/2019 03:33:59 PM (CT)  
**Close Date** 3/28/2019 05:00:00 PM (CT)

**Organization** City of Laredo Purchasing  
**Workgroup** City of Laredo Purchasing  
**Event Owner** Brenda Martinez  
**Email** bmartinez2@ci.laredo.tx.us  
**Phone** (956) 794-1737  
**Fax** (956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Gonzalez Auto Parts (Laredo Go Laredo		TX	3/26/2019 05:22:32 PM (CT)	2	\$283,500.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.





# FY19-050 EL METRO PRICE QUOTE SUMMARY

Item No.	Description	Qty.	Price Quote #1		Price Quote #2		Price Quote #3	
			Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Automatic Transmission Fluid	6,000 GAL	\$ 36. <sup>00</sup> / <sub>gal</sub>	\$ 216,000. <sup>00</sup>				
2	CHE Synthetic Blend 15W-40	6,000 GAL	\$ 11.25/ <sub>gal.</sub>	\$ 67,500. <sup>00</sup>				
<b>TOTALS</b>					\$ 283,500. <sup>00</sup>			