

CITY OF LAREDO

CITY COUNCIL MEETING

A-2006-R-23

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

DECEMBER 4, 2006

5:30 P.M.

DISABILITY ACCESS STATEMENT

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of August 14, 2006 and August 17, 2006.

V. COMMUNICATIONS AND RECOGNITIONS

Announcements

Invitations

Recognitions

Communiqués

Citizen comments

Citizens are required to fill out a witness card and identify themselves at the microphone. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted. There is a time limit of three minutes per speaker.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- a. Appointment by Mayor Raul G. Salinas of Al Chapa to the Health Blue Ribbon Committee.
- b. Appointment by Council Member Juan Chavez of Cristobal Rodriguez to the Planning and Zoning Commission.

VII. PUBLIC HEARINGS

1. **Individual public hearings** for the voluntary annexation of seven (7) tracts of land
Tract 1: U.I.S.D. Tract– 33.19 acres, more or less;
Tract 2: Tanquecitos Tract– 52.94 acres, more or less;
Tract 3: Alarcon Tract – 1.85 acres, more or less;
Tract 4: Hurd Tract – 21.09 acres, more or less;
Tract 5: 4 V Holding Tract – 44.53 acres, more or less;
Tract 6: Key Energy Tract – 2.45 acres, more or less;
Tract 7: Gutierrez/Izaguirre Tract – 7.71 acres, more or less), for a total of 163.76 acres, more or less, as described in the attached tract summaries, as required by Section 43.063 of the Texas Local Government Code.
2. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of 20.29 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of future Riverbank Drive, west of Atlanta Drive, from AG (Agricultural District) and R-1A (Single-family Reduced Area District) to R-2 (Multi-Family Residential District). The Planning and Zoning Commission recommended approval of the zone change. (District VII)
3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, 11 and 12, Block 849, Western Division, located at 3220 San Bernardo Avenue, from B-1 (Limited Commercial District) and B-3 (Community Business District) to B-4 (Highway Commercial District). The Planning and Zoning Commission recommended denial of the zone change. (District VIII)
4. **Public hearing and introductory ordinance** amending the City of Laredo FY 2006-2007 Annual Budget by appropriating revenues and expenditures in the amount of \$2,000,000.00 respectively. The revenues are from lease purchase proceeds related to financing of a new information management system for the Laredo Police and Fire Departments.
5. **Public hearing and introductory ordinance** approving an agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) in the amount of \$28,500.00 and amending the FY 2006-2007 City of Laredo Annual Budget by \$28,500.00. The agreement's purpose is to reimburse cost for overtime and fringe benefits incurred by the Laredo Police Department in providing resources to the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) task force. The term of this agreement is from October 1, 2006 through September 30, 2007.
6. **Public hearing and introductory ordinance** amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount \$32,400.00 from the City of Laredo Utilities Department for Texas Commission on Environmental Quality (TCEQ) bacteriological required testing of public drinking water supply to be done by the City of Laredo Health Department, Laboratory Services, for the period beginning October 1, 2006 through September 30, 2007.

7. **Public hearing and introductory ordinance** amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount \$25,000.00 from the University of Texas Health Science Center at San Antonio for the South Texas Family AIDS Network grant award to the City of Laredo Health Department, to include a .27 full-time equivalent position transferred from Account 226-6403 to this grant for the period beginning August 1, 2006 through July 31, 2007.
8. **Public hearing and introductory ordinance** amending the City of Laredo Fiscal Year 2006-2007 Annual Budget approved for \$250,000.00 by reducing \$43,000.00 to reflect the actual amount base year award of \$200,000.00 agreed between the County of Webb and the City of Laredo, for the period from October 1, 2005 to September 30, 2009. This fiscal year \$7,000.00 funds will be included to cover the Cost of Living Adjustment (COLA) as specified on the Interlocal Agreement for the period from October 1, 2006 through September 30, 2007, for a total amount award of \$207,000.00 this fiscal year for locally supported public health services to residents of Webb County, including approved full time equivalent positions.
9. **Public hearing and introductory ordinance** accepting a grant in the amount of \$25,000.00 from the Texas Department of Transportation for enforcement of Impaired Driver Mobilization and amending the City of Laredo's' FY 2006-2007 Annual Budget in the amount of \$25,000.00. This grant is for overtime salaries, including fringe benefits, and is funded 100% by the Texas Department of Transportation for a full year.
10. **Public hearing and introductory ordinance** authorizing and allowing, under the Act of Governing the Texas Municipal Retirement System, "Updated Service Credits" in said system for service performed by qualifying members of such system who presently are in the employment of the City of Laredo; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; and establishing an effective date for such actions.
11. **Public hearing and introductory ordinance** amending the City of Laredo FY 2006-2007 approved Full Time Equivalent positions (FTE's) for General Fund by creating eleven (11) Patrol Officer Cadets to staff the Police substation at Cielito Lindo. **Funding is available in General Fund. Contingent upon approval of Motion #40.**

(Recess)

(Press Availability)

VIII. INTRODUCTORY ORDINANCES

12. Authorizing the City Manager to execute a lease with Khaledi Bridge of the Americas Ltd, for the lease of premises located at the corner of Convent and Water Street of approximately 22,779 square feet of unfinished retail space of the Bridge of the Americas Project, copy of which is attached as Exhibit A. Lease shall be for a term of twenty (20) years from date of

beneficial occupancy. Annual Rent shall consist of three separate categories of rent payments: (a) Minimum Annual Rent, (b) Percentage Rent and (c) Non-Retail Space Rent.

13. Authorizing the City Manager to execute a lease with Webb County for approximately 1,000 square feet constituting Building No. S-3 located at 1703 Sandman Street at the Laredo International Airport. Lease term is for one (1) year commencing on May 1, 2006 and ending on April 30, 2007 and may be extended for two (2) terms of one (1) year each ending on April 30, 2008 and April 30, 2009. However, it is agreed by the parties that the lease may be terminated by either party upon giving a ninety (90) day written notice from the party terminating to the other. Monthly rent shall be \$500.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.
14. Authorizing the City Manager to execute a lease with the Washington's Birthday Celebration Association, Inc., (WBCA) for approximately fifteen (15.0) acres of concrete ramp located on the southwest cargo ramp of the Air Operations Area to include City owned vacant non-aeronautical use land located at the Laredo International Airport for event parking use. Lease term is for two (2) days commencing on February 10, 2007 and ending on February 11, 2007. City Council finds and declares that a valid public purpose would be served in setting the daily rental fee at \$1.00; providing for an effective date.

IX. FINAL READING OF ORDINANCES

15.
 - 2006-O-303 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.37 acres, as further described by metes and bounds in attached Exhibit "A", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and an effective date.
 - 2006-O-304 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 11.25 acres, as further described by metes and bounds in attached Exhibit "A", located 10 East Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-3 (Community Business District); providing for publication and an effective date.
 - 2006-O-305 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 thru 7, Block 1, Del Mar Hills Subdivision, Section 1, Area "B", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and an effective date.
 - 2006-O-306 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5, 6, 7 and 8, Block 1493, Eastern Division

and 8,073.49 sq. ft. out of the Chihuahua Street right-of-way, located at 2520 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and an effective date.

- 2006-O-307 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7 and 8, Block 1574, Eastern Division, located at 2606 Ross Street, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).
- 2006-O-308 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7 and the north 9 feet of Lot 8, Block 905, Western Division, located at 3520 Juarez Avenue, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District).
- 2006-O-309 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 990, Eastern Division, located at 1820 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District).
- 2006-O-310 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop.
- 2006-O-311 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for mini storage/warehousing, on Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue.
- 2006-O-312 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 0.85 acres, as further described by metes and bounds in attached Exhibit "A", located at the east termination of Havanna and Imperial Drives, from AG (Agricultural District) to R-1A (Single-Family Reduced Area District).
- 2006-O-313 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.89 acres, as further described by metes and bounds in attached Exhibit "A", located on the west side of Bob Bullock Loop north of Winfield Parkway , from AG (Agricultural District) to B-1 (Limited Commercial District).
- 2006-O-315 Authorizing the City Manager to implement a south bound pedestrian toll free crossing for the week of December 18, 2006 through December 24, 2006.
- 2006-O-317 Amending the City of Laredo Fiscal Year 2006-2007 annual budget by appropriating expenditures in the amount of \$252,589.00 in the Laredo Police Department Trust Fund.

Funding will be used to purchase operational materials and supplies and capital outlay equipment. Items include surveillance equipment, tactical entry equipment, and other needed items. Funding is available in the Police Trust Fund opening balance.

- 2006-O-318 Authorizing the City Manager to execute a Lessor's consent to an assignment of lease from Gateway Rent-a-Car, LLC (seller/assignor) to Border Rent A Car, LLC, for that certain lease dated August 28, 2006, between the City of Laredo and Gateway Rent-a-Car, LLC, approximately 171 square feet of office and counter space located in car rental space #4 within the airport passenger terminal and 17 parking spaces located within the ready return parking lot located at 5210 Bob Bullock Loop at the Laredo International Airport; providing for an effective date.
- 2006-O-319 Closing as public easement a triangular section of Blaine Street between Smith and Ejido Avenues, situated in the Eastern Division, City of Laredo, County of Webb, Texas, as shown in Exhibit "A", and providing for an effective date.
- 2006-O-320 Authorizing the City Manager to execute an assignment of leasehold interest from Labata Service, Inc., approved by Ordinance No. 2001-O-024 dated January 16, 2001, for a vehicular parking lot located at 5003 Maher Avenue at the Laredo International Airport to Aero Center, Inc., and amending Section 1.02, Term, by adding an early termination clause that effectively terminates the lease agreement without notice from Lessor effective the date Lessee's sublease of Hangar No. 162 expires, providing for an effective date.
- 2006-O-321 Authorizing the City Manager to execute an assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2003-O-091 dated April 7, 2003, for approximately 12,000 square feet constituting the west section of Hangar No. 1309 located at the International Airport to Aero Center, Inc., providing for an effective date.
- 2006-O-322 Amending ordinance 2006-O-205 dated August 28, 2006 which provided for the submission of 81 proposed amendments to the Charter of the City of Laredo to the voters on Tuesday, November 7, 2006, in order to correct a clerical error in setting forth the change proposed for section 10.01 (a) of the charter, to harmonize it with the answer to that proposed change which the voters made on related proposition no. 55 on which they voted favorably on November 7, 2006

X. RESOLUTIONS

16. **2006-R-111** Authorizing the City Manager to execute an Interlocal Agreement between the County of Zapata for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of thirty (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007.
17. **2006-R-112** Authorizing the City Manager to execute an Interlocal Agreement between the County of Jim Hogg for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of thirty (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007.
18. **2006-R-113** Authorizing and approving a Tax Abatement Agreement between the City of Laredo and Kohl's Texas, L.P. in accordance with authorized guidelines and criteria and established reinvestment zone. This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of investment. The guidelines and criteria for the agreement are set forth in the attached agreement and attachments.
19. **2006-R-114** Authorizing and approving a Tax Abatement Agreement between the City of Laredo and Laredo Specialty Hospital, L.P. in accordance with authorized guidelines and criteria and established reinvestment zone. This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of investment. The guidelines and criteria for the agreement are set forth in the attached agreement and attachments.
20. **2006-R-115** Authorizing the City Manager to execute a contract and accept a grant for abstinence education with the Department of Health Services in an amount not to exceed \$92,910.00 and \$70,000.00 in-kind from the Laredo Independent School District for a total of \$162,910.00 for the Abstinence Education Program of the City of Laredo Health Department beginning October 1, 2006 through September 30, 2007.
21. **2006-R-116** A resolution expressing official intent to reimburse Capital Improvement Fund the cost of \$50,000.00 associated with a speed hump project for City Council District 1 and acquisition of school flasher equipment. Upon the sale of a proposed Certificate of Obligation Bond, the Capital Improvement Project Fund will be reimbursed for any cost associated with the previously mentioned projects.

XI. MOTIONS

22. Recommending the setting of regular City Council meeting dates through March 2007 due to holidays and/or conferences. The meeting dates will be Tuesday, January 2, 2007, Tuesday, January 16, 2007, Monday, February 5, 2007, Tuesday, February 20, 2007, Tuesday, Monday, March 12, 2007 and March 29, 2007.
23. Amending the City of Laredo Priority Procedures manual for the Mayor and City Council, specifically the section entitled Priority II, item IV. Agenda by:
 1. deleting announcements and invitations
 2. adjusting the order of Council Communications and Discussions to be listed immediately after the Public Comments section of the agenda.
24. Refund of property tax in the amount of \$554.76 to the following tax payers and companies:
 - A. A refund in the amount of \$554.76 payable to Villa de Cantera H.O.A. due to an erroneous payment. Account# 989-20001-345.
25. Consideration to award annual service contract number FY07-035 to the sole bidder, Rafter P.Transport, Inc., New Braunfels, Texas in an estimated amount of \$60,000.00 to load and haul dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. The bid is based on a cost per cubic yard rate. Funding is available in Utilities Department-Water Treatment Division budget.
26. Consideration to award contract number FY07-027 to the low bidder, RM Personnel, Inc., Laredo, Texas, in the estimated annual amount of \$256,755.60 for providing contract employees for the Laredo International Airport Department. Temporary contract employees have been requested for dispatchers and customer service agent positions. The term of this contract will be for one year with an option to extend for one additional year. Funding is available in the Airport Fund.
27. Consideration to award contract number FY07-031 to the low bidder, Cantu Electric, Inc., Laredo, Texas in the estimated amount of \$27,961.71 for the replacement of existing electrical panels and the rewiring of existing conduits for the City of Laredo International Airport. The dollar amount takes into account all labor, material and equipment required to accomplish the project. Funding is available in the Airport Department's budget.
28. Consideration to approve a contract with Internetwork Experts (INX), Inc., Austin, Texas in the total amount of \$27,760.66 through the State of Texas Department of Information Resources (DIR) cooperative purchasing contracts for providing a software and hardware maintenance contract for the City's institutional network's CISCO routing equipment. Funding is available in the Information Technology and Support Services Department's budget.

29. Consideration for approval of the Plans and Specifications for Phase IV of the City of Laredo Residential Sound Insulation Program, as part of the Federal Aviation Regulation Part 150 Noise Compatibility Program; and authorization to advertise for bids for said plans and specifications. The program is funded through the Airport Construction Fund, Grant #47 for Noise Abatement.
30. Consideration for approval to award a construction contract to the lowest bidder ALC Construction, LLC., Laredo, Texas, in the bid amount of \$79,285.00 for the CDBG Sidewalks City-Wide Project No. 33 (15 Blocks). Funding is available in the Sidewalks Project No. 33/District VII and District V.
31. Consideration for approval to award a construction contract to the lowest qualified bidder Zertuche Construction Company, Laredo, Texas, in the bid amount of \$330,550.00 for the Police Substation for Fire Station No. 14 at Cielito Lindo Blvd. Funding is available in the 2006 CO Issue.
32. Consideration for approval to award a construction contract to the lowest bidder Jimmy Closner and Sons Construction Company, Mercedes, Texas, in the bid amount of \$572,797.51 for the Maryland/Taylor Straightening, Widening, Street and Drainage Improvement Project. Funding is available in the 2005 CO Bond.
33. Consideration for approval of the list of streets for the FY 2006-2007 Street Recycling Project and approval to bid the project. The projects budget includes approximately 20 blocks per District as provided in the list attached. Funding is available in the General Fund and Capital Improvement Fund.
34. Consideration for approval of change order no. 3 a decrease of \$21,737.00 for the balance of quantities actually constructed in place, acceptance of the Laredo International Bridge II Widening and approval final payment in the amount of \$65,903.70 to Rhino Builders, Ltd., Laredo, Texas. Final contract amount is \$734,683.75. Funding is available in the Bridge System Fund.
35. Motion to authorize the City Manager to execute seventeen (17) Hotel/Motel Tax Fund third party contracts for the fiscal year 2006-2007 for a total of \$455,000.00. The contracts are listed in Attachment "A".
36. Motion to authorize the City Manager to execute twenty six (26) General Fund third party contracts for the fiscal year 2006-2007 for a total of \$341,000.00. The contracts are listed on attachment "A".
37. Consideration to exercise the renewal option for contract FY03-025 awarded to National Reimbursement Services, Inc. (NRS), Houston, Texas for providing billing services for the Fire Department's Emergency Medical Services (EMS) operation. NRS will be responsible for obtaining reimbursement for services provided by our EMS division utilizing their expertise in dealing with Medicare and private insurance companies. The

original term of this contract was for a three-year period with options to renew for three additional one-year terms. Staff is requesting authorization to exercising the renew option for the first of the three additional year terms. NRS will charge the City 10% of all collections received as a result of their billing activities. It is anticipated that with the services provided by NRS the City's collection rate will increase by approximately twenty percent. In addition, they are required to provide, at no cost to the City, new and specialized computer equipment for each ambulance crew with docking stations for these computers at the Fire Stations and at both hospitals.

38. Consideration of possible sources of funding for financing legislative events held in Austin, Texas and Washington, D.C.
39. Consideration to award contract FY07-034 to Data 911, in the total amount of \$321,733.00 for the purchase of forty seven (47) mobile data terminals (MDT) and related communication equipment. The data terminals will be installed on the fire trucks, ambulances, and support vehicles. Funding is secured from a Homeland Security Grant.
40. Authorizing the City Manager to amend ordinance no. 2001-O-050 and increase alarm permit fees for burglar alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$30.00 and fire, robbery and medical alert alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$20.00. These revenues will partially cover the estimated cost of 11 cadets for the Police Department for FY 06-07.

XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

41.

- A. **Request by Mayor Raul G. Salinas**
 1. Discussion with possible action on creating a committee to address substance and drug abuse issues in the city and for the City Council to participate by appointing the members of the group.
- B. **Request by Council Member Mike Garza**
 1. Drug and Alcohol testing for all employees.
- C. **Request by Council Member Hector J. Garcia**
 1. Discussion with possible action on the installation of speed humps on the 2800 and 3800 blocks of Arriaga Street and appropriating funds from District II discretionary funds.
 2. Discussion with possible action on eliminating all committees consisting of City Council members.
- D. **Request by Council Member Johnny Rendon**
 1. Discussion with possible action on the extension of Bartlett from Sandman to Jacaman.

2. Discussion with possible action on enhancing customer service of all City departments.
- E. **Request by Council Member Gene Belmares**
1. Discussion with possible action on creating an ordinance requiring fences around all swimming pools.
- F. **Request by Mayor Pro-Tempore Juan Ramirez**
1. Discussion with possible action on adding the word retirees to the language of the Utilities billing ordinance and policy allowing disabled and elderly to adjust their utility billing due date.
 2. Discussion with possible action on donating \$1,000.00 from the promotional fund to the American Legion Post 59 for their Color Guard.
 3. Discussion with possible action on placing a tree at the Civic Center to serve as a Christmas tree during the holidays.

XIII. STAFF REPORTS

42.

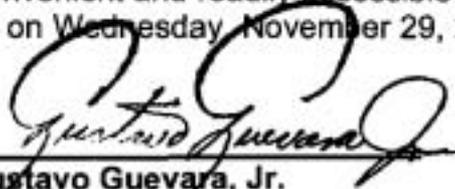
- A. Status report on amending the Smoking Ordinance.
- B. Presentation by Mr. Rey Ayala, Chair, Third Party Funding Advisory Committee, with discussion and possible action regarding Third Party Funding for FY 2006-2007.

XIV. EXECUTIVE SESSION

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

XV. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, November 29, 2006 at 8:00 p.m.



Gustavo Guevara, Jr.
City Secretary

CITY OF LAREDO

CITY COUNCIL MEETING

A-2006-S-16

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

December 4, 2006

5:30 P.M.

SUPPLEMENTAL AGENDA

I. PUBLIC HEARING

1. **Public hearing and introductory ordinance** amending ordinance no. 2001-O-050 specifically section 21-81 Fee for permit; duration; renewal by increasing alarm permit fees for burglar alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$30.00 and fire, robbery and medical alert alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$20.00.

II. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- a. Appointment by Mayor and Council Members of a representative to serve on the Impact Fee Advisory Committee.

III. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

2.

A. **Request by Council Member Johnny Amaya**

1. Discussion with possible action on constructing a sidewalk along the 2500 block of Cedar in front of the Jesus Garcia Headstart Building and appropriating funds from District IV Discretionary funds. (Co-sponsored by Council Member Dr. Michael Landeck)

IV. RESOLUTION

3. **2006-R-118** Authorizing the City Manager to submit an application to the Texas Water Development Board for a Grant increase to complete the design, construction and project management services for the Colonias Project - Contract No. G13500/13600/1546/1547 - City of Laredo, Mines Road/State Highway 359 Project No. 10045. The grant increase application is for \$12,000,000.00.

V. STAFF REPORT

4.
 - A. Presentation by Dan Migura, Human Resources Director regarding the Human Resource Department's new Applicant Tracking System (NEOGOV).

VI. EXECUTIVE SESSION

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

5. Request for Executive Session pursuant to Texas Government Code Section 551.071 (1) (A) to consult with attorney on the pending eminent domain case of City of Laredo v. Luis Montañó, et al, Cause No. 2006EDA00001C3, in County Court at Law No. 2, Webb County, Texas, and return to open session for possible action.

VII. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, December 1, 2006 at 5:30 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

<p>DATE: 12/4/06</p>	<p>SUBJECT: INDIVIDUAL PUBLIC HEARINGS For the voluntary annexation of seven (7) tracts of land (Tract 1: U.I.S.D. Tract– 33.19 acres, more or less; Tract 2: Tanquecitos Tract– 52.94 acres, more or less; Tract 3: Alarcon Tract – 1.85 acres, more or less; Tract 4: Hurd Tract – 21.09 acres, more or less; Tract 5: 4 V Holding Tract – 44.53 acres, more or less; Tract 6: Key Energy Tract – 2.45 acres, more or less; Tract 7: Gutierrez/Izaguirre Tract – 7.71 acres, more or less), for a total of 163.76 acres, more or less, as described in the attached tract summaries, as required by Section 43.063 of the Texas Local Government Code.</p>
<p>INITIATED BY: Petitioners</p>	<p>STAFF SOURCE: Keith Selman, Director of Planning</p>
<p>PREVIOUS COUNCIL ACTION: On July 3, 2006, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2006; the schedule was revised November 13, 2006. On September 5, 2006, the City Council directed Staff to prepare a service plan for the proposed annexations.</p>	
<p>BACKGROUND: This is the second of two statutorily required hearings prior to the institution of proceedings. This hearing was noticed on November 19, 2006. The first public meeting was held on November 20, 2006.</p> <p><i>Voluntary Annexations:</i></p> <p><u>Tract 1: U.I.S.D. Tract</u> – 33.19 acres, more or less, located approximately north of Bob Bullock Loop and east of East Point Drive. Petitioner: United Independent School District.</p> <p><u>Tract 2: Tanquecitos Tract</u> – 52.94 acres, more or less, located approximately north of Hwy. 359 and west of Los Altos Subdivision and north of Tanquecitos Phase 2. Petitioner: Tanquecitos Land and Cattle Company, Ltd.</p> <p><u>Tract 3: Alarcon Tract</u> – 1.85 acres, more or less, located approximately 4.3 miles east of Loop 20 and south of SH 359. Petitioner: Jesus and Ana Alarcon.</p> <p><u>Tract 4: Hurd Tract</u> – 21.09 acres, more or less, located approximately south of Highway 59, and east of Loop 20. Petitioner: Hurd Ranch Company, Ltd.</p> <p><u>Tract 5: 4 V Holding Tract</u> – 44.53 acres, more or less, located approximately north of Pita Mangana and east of Highway 83. Petitioner: 4 V Holding, Ltd.</p> <p><u>Tract 6: Key Energy Tract</u> – 2.45 acres, more or less, located approximately south of SH 359 and north of the E.G. Ranch Tract I. Petitioner: Derly Casas.</p> <p><u>Tract 7: Gutierrez/Izaguirre Tract</u> – 7.71 acres, more or less, located approximately north of SH 359 and west of the U.I.S.D. Student Activity Complex Educational Center. Petitioner: Jorge Gutierrez and Tomas Izaguirre.</p>	
<p>FINANCIAL IMPACT: The financial implication will be outlined in the <i>Annexation Feasibility Analysis</i>.</p>	
<p>COMMITTEE RECOMMENDATION: Not applicable.</p>	<p>STAFF RECOMMENDATION: To conduct a public hearing for each tract.</p>

D R A F T

2006 CITY OF LAREDO ANNEXATION
PROPOSED SERVICE PLANS



City of Laredo
Planning Department
November 8, 2006

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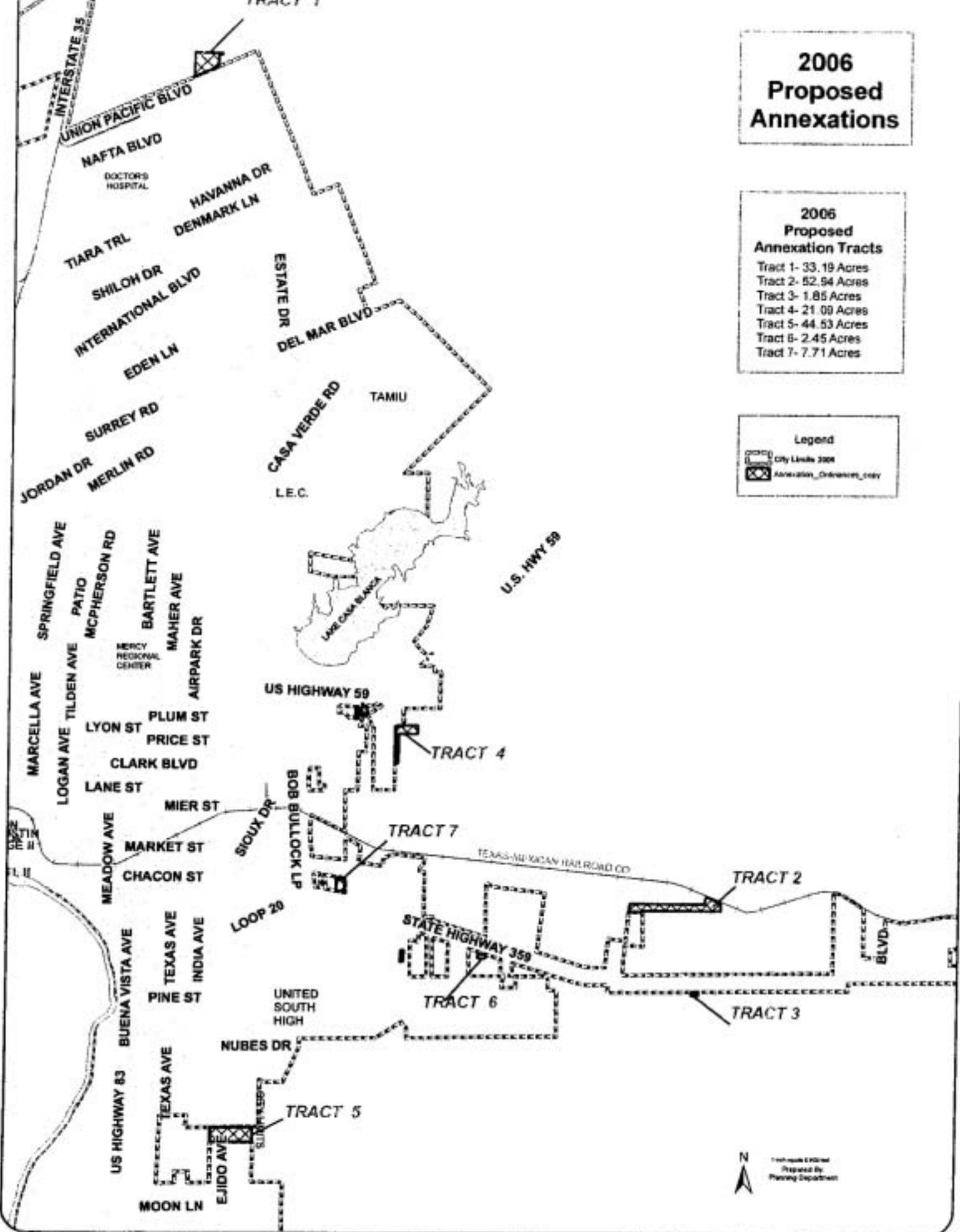
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Legend

- City Limits 2004
- Annexation_Overview_copy



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 Prepared by
 Planning Department

Authority and Compliance
SECTION I

**SECTION I
AUTHORITY AND COMPLIANCE**

Municipal annexation is governed by Chapter 43 Subchapter C of the Texas Local Government Code. The requirements of annexation are summarized briefly as follows:

- a. The area to be annexed must be within the extraterritorial jurisdiction of the City. (Section 43.051 TEX. LOC. GOVT. CODE).
- b. The area to be annexed must be contiguous with the corporate limits (Section 43.054 TEX. LOC. GOVT. CODE).
- c. Annexation must be in conformance with the City Charter (Section 43.021 TEX. LOC. GOVT. CODE).
- d. Procedural requirements:
 - i. Before the issuance of the notices of public hearing, the City Council must direct the Planning Department to prepare a Service Plan for the area to be annexed. The service plan must detail the services to be provided within the area to be annexed. The city proposed a schedule to extend the period for providing certain services no later than 4 ½ years after the effective date of the annexation, **except** that the following services must be provided on the effective date of annexation of the area.
 - (1) Police protection
 - (2) Fire protection
 - (3) Emergency medical services
 - (4) Solid waste collection
 - (5) Operation & maintenance of public water and wastewater services
 - (6) Operation & maintenance of streets and roads, including street lighting
 - (7) Operation & maintenance of parks, playgrounds, and swimming pools
 - (8) Operation & maintenance of other public facilities
 - ii. Two hearings must be held not more than 40 nor less than twenty days before the institution of proceedings. If more than 20 adult residents of the area file a written protest after the required notice (not less than 10 nor more than 20 days), then at least one of the hearings must be conducted within the area proposed for annexation. The Service Plan must be available for inspection and explained during the public hearings. Once adopted, the Plan becomes a contractual obligation of the city and the requirements are binding upon the city.
 - iii. Annexation must be completed within 90 days of the time that proceedings are instituted, i.e. following the adoption of the service plan and introduction of the ordinance.
- e. The property to be annexed must be not less than 1,000 feet wide at its narrowest point, unless contiguous on two sides with the corporate boundaries, annexed at the petition or request of the property owners, or abutting the boundaries of another jurisdiction.

f. If the annexation is not undertaken pursuant to a petition or request of the property owner, then the maximum amount of area annexed may not exceed ten percent of the incorporated area of the preceding year, with a thirty percent carry over provision. This limitation does not apply to property owned by the municipality, the county, state or federal government.

g. Construction of capital improvements necessary to provide service shall be substantially completed within 4½ years. This requirement does not apply if the property is annexed upon the petition or request of the landowners, and the city and the petitioners may agree upon the services and facilities to be provided. The petitioners are ordinarily required to provide or pay for the facilities and service extensions required. The Service Plan may not require a landowner to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 TEXAS LOCAL GOVERNMENT CODE unless agreed to by the property owners (Section 43.056(E)(1)(2) TEXAS LOCAL GOVERNMENT CODE).

h. Any amendments may not provide a level of service lower than those of the original plan. If the municipality owns a water or wastewater utility, the city shall extend service to the annexed area within the prescribed period. (The provision requiring the extension of water and wastewater service was adopted by the Legislature in 1989, and does not apply to annexations prior to that time).

Real property is placed on tax rolls of the municipality on January 1st of each year. Completion of the proceedings is scheduled for late December to assure that tax revenues will be available to cover the cost of providing services to the annexed area. However, actual collection of taxes does not occur until the following year. The service requirements of undeveloped land usually place little strain on city services during the first year. The cost of providing services to development in subsequent years should be considered both at the time of annexation and during the budget process.

A hearing and the recommendation of the Planning & Zoning Commission is not required as a matter of state law, but ordinarily has been incorporated into the review process. Initial zoning has been incorporated into the annexation proceedings. Council has directed that notice of the proposed zoning be afforded property owners within 200 feet of the property, even though the property is not located within the city limits.

Service Plans
SECTION II

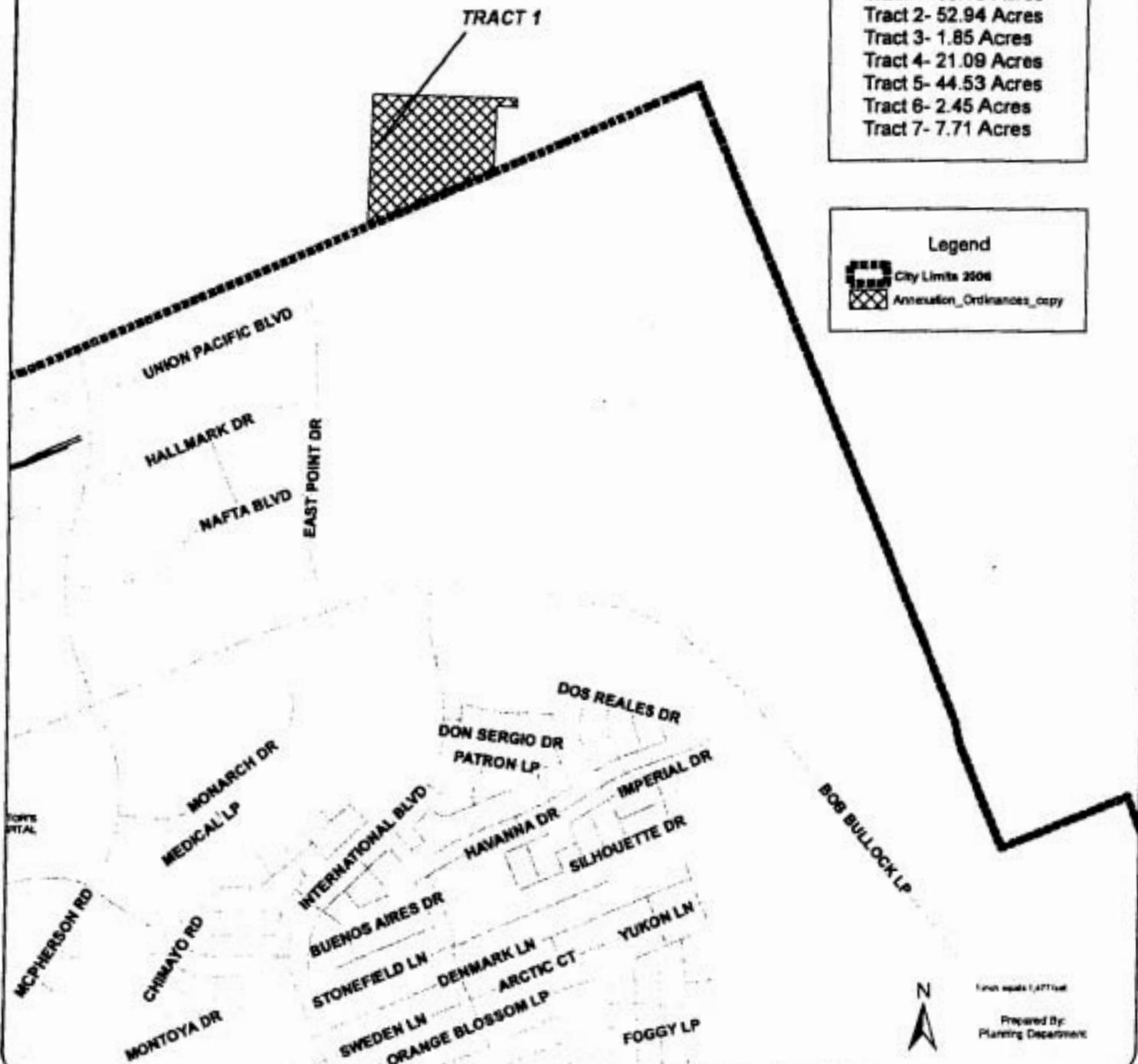
2006 Proposed Annexations

2006 Proposed Annexation Tracts

- Tract 1- 33.19 Acres
- Tract 2- 52.94 Acres
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- Tract 5- 44.53 Acres
- Tract 6- 2.45 Acres
- Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation_Ordinances_copy



Scale: 1" = 1000'
 Prepared By:
 Planning Department

**Legal Description of
52.94 Acre Tract**

A tract of land containing 52.94 acres, more or less, situated in Laredo, Webb County, Texas out of a 204.3475 acre tract conveyed to Tanquesitos Land and Cattle Company, Ltd. and The Three G's recorded in Volume 306, Pages 313-318, W.C.O.P.R., Volume 692, Pages 246-248, W.C.D.R., and Volume 692, Pages 252-257, W.C.D.R.; this 52.94 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" diameter iron rod found, same point being along the eastern line of the Hurd Enterprises, Ltd., Killam Oil Company, and Hurd & Killam, Ltd. tract recorded in Volume 1219, Pages 767-784, W.C.D.R., the western line of the Tanquesitos Land and Cattle Company, Ltd. tract, and an exterior corner hereof;

THENCE N 06°10'27" E, along the eastern boundary line of the Hurd & Killam, Ltd. tract and the western boundary line of the Tanquesitos Land and Cattle Company, Ltd., a distance of 232.58 feet to a ½" diameter iron rod set for a point of deflection, same point being the northeast corner of the Hurd & Killam, Ltd. tract, the southeast corner of the Texas Mexican Railway Company tract recorded in Volume 253, Pages 613-615, W.C.D.R., and along the western boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract;

THENCE N 06°00'56" E, along the eastern boundary line of the Texas Mexican Railway Company tract and the western boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 230.00 feet to a ½" diameter iron rod set, same point being along the eastern boundary line of the Texas Mexican Railway Company tract, the western boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, and an exterior corner hereof;

THENCE S 89°57'21" E, through the interior of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 4,230.37 feet to a ½" diameter iron rod set and interior corner hereof;

THENCE N 00°47'01" E, through the interior of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 231.16 feet to a ½" diameter iron rod set and exterior corner hereof;

THENCE N 24°14'23" E, through the interior of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 192.32.3 feet to a ½" diameter iron rod set, same point being along the southern right of way of the Texas Mexican Railroad, the northern boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, and an exterior corner hereof;

THENCE S 65°44'20" E, along the southern right of way of the Texas Mexican Railroad and the northern boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 880.10 feet to a ½" diameter iron rod set, same point being along the southern right of way of the Texas Mexican Railroad, the northwest corner of the Jose M. Azios tract recorded in Volume 624, Pages 293-303, W.C.D.R., an exterior corner of the Tanquesitos Land and Cattle Company, Ltd. tract, and an exterior corner hereof;

THENCE S 00°08'29" W, along the western boundary line of the Jose M. Azios tract and the eastern boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 445.55 feet to a ½" diameter iron rod set, same point being along the western boundary line of the Jose M. Azios tract, the eastern boundary line of the Tanquesitos Land and Cattle Company, Ltd. tract, an exterior corner of the 8.565 acre public right of way tract dedicated to Webb County and recorded in Volume 829, Pages 777-781, W.C.O.P.R., and an exterior corner hereof;

THENCE N 89°57'21" W, along the northern boundary line of the 8.565 acre public right of way tract, a distance of 4,410.31 feet to a ½" diameter iron rod set, same point being an exterior corner of the 8.565 acre public right of way tract, and an interior corner hereof;

THENCE S 01°20'22" E, along the western boundary line of the 8.565 acre public right of way tract, a distance of 60.02 feet to a ½" diameter iron rod set, same point being along the west boundary line of the 8.565 acre public right of way tract, and an exterior corner hereof;

THENCE N 89°57'21" W, through the interior of the Tanquesitos Land and Cattle Company, Ltd. tract, a distance of 753.97 feet to the **POINT OF BEGINNING**, containing within these metes and bounds, 52.94 acres, more or less.


Ruben Fletes, R.P.L.S.
TX#1998



Attachment "A"

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 1
U.I.S.D. 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, Robert J. Santos, on behalf of the United Independent School District, has filed a petition with the City of Laredo for the annexation of a 33.19 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and United Independent School District, 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 33.19 acres of land, more or less, belonging to the United Independent School District.

SERVICE PLAN

A petition for annexation from Robert J. Santos, on behalf of the United Independent School District, was received for property designated as "Tract 1 (U.I.S.D. Tract)" described by metes and bounds in Attachment "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 November 6, 2006, November 20, 2006, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 10, which is located approximately .94 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. Fee charged customers within the tract will be the same as all similarly classified customers.

- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.

- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation

Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

UNITED INDEPENDENT SCHOOL DISTRICT

By: _____
**Cynthia Collazo
Acting City Manager**

By: _____
**Robert J. Santos
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Robert J. Santos, for and on behalf of United Independent School District.

Notary Public, State of Texas

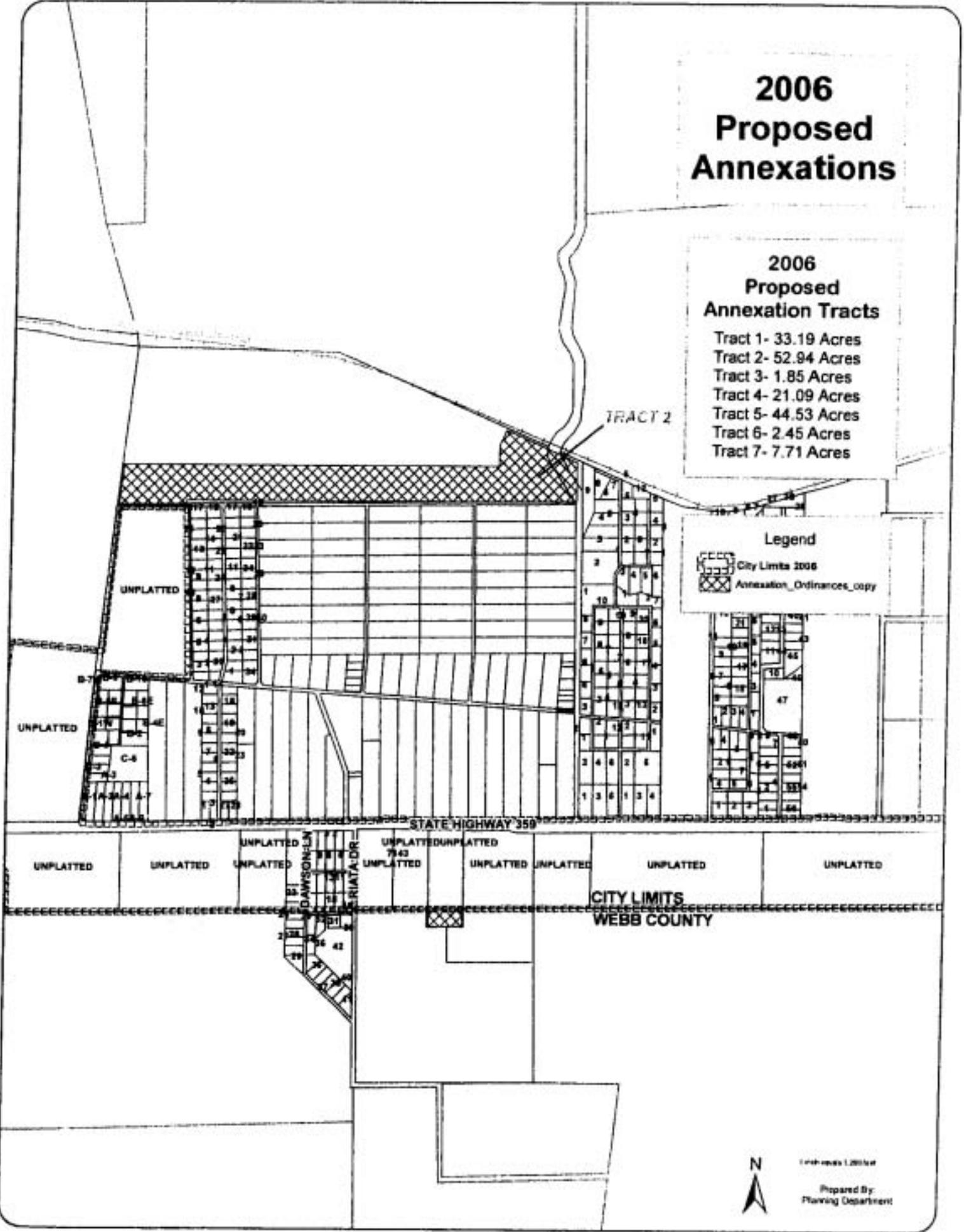
2006 Proposed Annexations

2006 Proposed Annexation Tracts

- Tract 1- 33.19 Acres
- Tract 2- 52.94 Acres
- Tract 3- 1.85 Acres
- Tract 4- 21.09 Acres
- Tract 5- 44.53 Acres
- Tract 6- 2.45 Acres
- Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation Ordinances copy



1 inch equals 1,200 feet
Prepared By:
Planning Department

**METES AND BOUNDS DESCRIPTION
33.19 ACRE TRACT**

A tract of land containing 33.19 acres of land, more or less, being out of Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47 and being out of 44,142.45 acres known as Tract "K-1" conveyed to Killam Ranch Properties, a Texas Limited Partnership as recorded in Volume 540, Page 632-634, of the Webb County Official Public Records, said tract being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron rod on the northeast corner of Lot 1, Block 2, San Isidro East Point Subdivision Unit 2, recorded in Volume 20, Pages 47-49, Webb County Map Records;

Thence, N 65°35'43" E, along the north line of a 12.05 acre tract, recorded in Volume 926, Pages 615-617, Webb County Official Public Records, same being the south line of the said Killam "K-1" tract a distance of 156.38 feet to a set 1/2 inch iron rod, the Point of Beginning and southwest corner of the herein described tract;

Thence, N 01°55'14" E, leaving the south line of said Killam Tract "K-1" a distance of 1389.62 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

Thence, S 88°04'46" E, a distance of 1,545.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

Thence, S 01°55'14" W, a distance of 90.00 feet to a set 1/2 inch iron rod, an exterior corner of the herein described tract;

Thence, N 88°04'46" W, a distance of 225.00 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

Thence, S 01°55'14" W, a distance of 680.36 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

Thence, S 66°47'16" W, along the south line of said Killam Tract "K-1" and the north line of said San Isidro Northeast, a distance of 1,458.04 feet to return to and close at the Point of Beginning, containing 33.19 acres of land.

Basis of Bearings:

A found 1/2 inch iron rod at the northwest corner of the Lot 1, Block 2 and a found 1/2 inch iron rod at a deflection point of on Lot 1, Block 2 of San Isidro East Point Subdivision Unit 2 as recorded in Volume 20, Pages 47-49, Webb County Map Records.

Called: N 66°49'16" E, a distance of 715.42 feet
Measured: N 66°49'16" E, a distance of 715.47 feet

**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 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. 5862-Texas



07-26-06
Current Date

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 2
TANQUECITOS 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, Daniel Wyers, on behalf of AFW Investments, Ltd., has filed a petition with the City of Laredo for the annexation of a 52.94 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and AFW Investments, 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 52.94 acres of land, more or less, belonging to the AFW Investments, Ltd.

SERVICE PLAN

A petition for annexation from Daniel Wyers, on behalf of the AFW Investments, Ltd., was received for property designated as "Tract 2 (Tanquecitos Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 11, which is located approximately 2.94 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. Fee charged customers within the tract will be the same as all similarly classified customers.

- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.

- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park

acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

AFW INVESTMENTS, LTD.

By: _____
**Cynthia Collazo
Acting City Manager**

By: _____
**Daniel Wyers
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Daniel Wyers, for and on behalf of AFW Investments, Ltd.

Notary Public, State of Texas



P R E M I E R

CIVIL ENGINEERING

Land Development • Planning • Water • Wastewater
Transportation • Surveying

FIELD NOTES:

1.85 ACRE TRACT TO BE ANNEXED

A TRACT OF LAND CONTAINING 1.85 ACRES OF LAND, more or less, conveyed to Jesus Alarcon and Ana Maria Alarcon, per Warranty Deed, recorded in Volume 2014, Pages 223-225, Official Public Records Webb County, Texas, situated in Porcion 33, Jose Dionisio Treviño Original Grantee, Abstract 3084, Webb County, Texas, and being more particularly described as follows, to-wit;

Commencing at a point on the south right-of-way line of State Highway 359, the northwest corner of a 29.6548 Acre Tract conveyed to Mueller & HRNCIR Properties, LTD., recorded in Volume 1748, Pages 877-880, Official Public Records Webb County Texas, thence, with the west line of said 29.6548 Acre Tract, S 00°36'03" E 887.50 feet the northeast corner hereof;

Thence, continuing with the west line of said 29.6548 Acre Tract, S 00°36'03" E, a distance of 201.50 feet to a found 1#2" iron rod an interior corner of said 29.6548 Acre Tract, the southeast corner hereof;

Thence, with fence a north line of said 29.6548 Acre Tract and Hector Felipe Martinez, Jesus Javier Martinez and Roberto Martinez, 170.3977 Acre Tract, recorded in Volume 685, Pages 25-27, Webb County Deed Records, S 89°15'31" W, a distance of 400.00 feet to a found ½" iron rod the southeast corner of Benjamin & Alma Medina, 9.951 Acres, recorded in Volume 2099, Pages 674-679, Official Public Records Webb County Texas, the southwest corner hereof;

Thence, with the east line of said 9.951 Acre Tract, N 00°36'03" W, a distance of 201.50 feet to the northwest corner hereof;

Thence, N 89°15'31" E, a distance of 400.00 feet to the **POINT OF BEGINNING** and containing 1.85 acres of land, more or less.

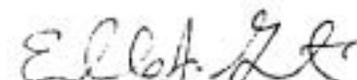
MONUMENTS HELD:

A FOUND 1#2" IRON ROD AT THE SOUTHEAST CORNER OF JESUS ALARCON AND ANA MARIA ALARCON, 10.00 ACRE TRACT, RECORDED IN VOLUME 2014, PAGES 223-225, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1#2" IRON ROD AT THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT.

DEED CALL: WEST 400.00'

MEASURED, USING GPS METHODS: S 89°15'31" W 400.00'

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING FIELD NOTES WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.


Eduardo J. Gutierrez, R.P.L.S. #5839



7-27-06

Date

Attachment "A"

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 3
ALARCON 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, Jesus Alarcon, on behalf of Jesus and Ana Alarcon, has filed a petition with the City of Laredo for the annexation of a 1.85 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and Jesus and Ana Alarcon, 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 1.85 acres of land, more or less, belonging to Jesus and Ana Alarcon.

SERVICE PLAN

A petition for annexation from Jesus Alarcon, on behalf of Jesus and Ana Alarcon, was received for property designated as "Tract 3 (Alarcon Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 11, which is located approximately 3.74 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. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.
- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park

acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

JESUS AND ANA ALARCON

By: _____
**Cynthia Collazo
Acting City Manager**

By: _____
**Jesus Alarcon
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Jesus Alarcon, for and on behalf of Jesus and Ana Alarcon.

Notary Public, State of Texas

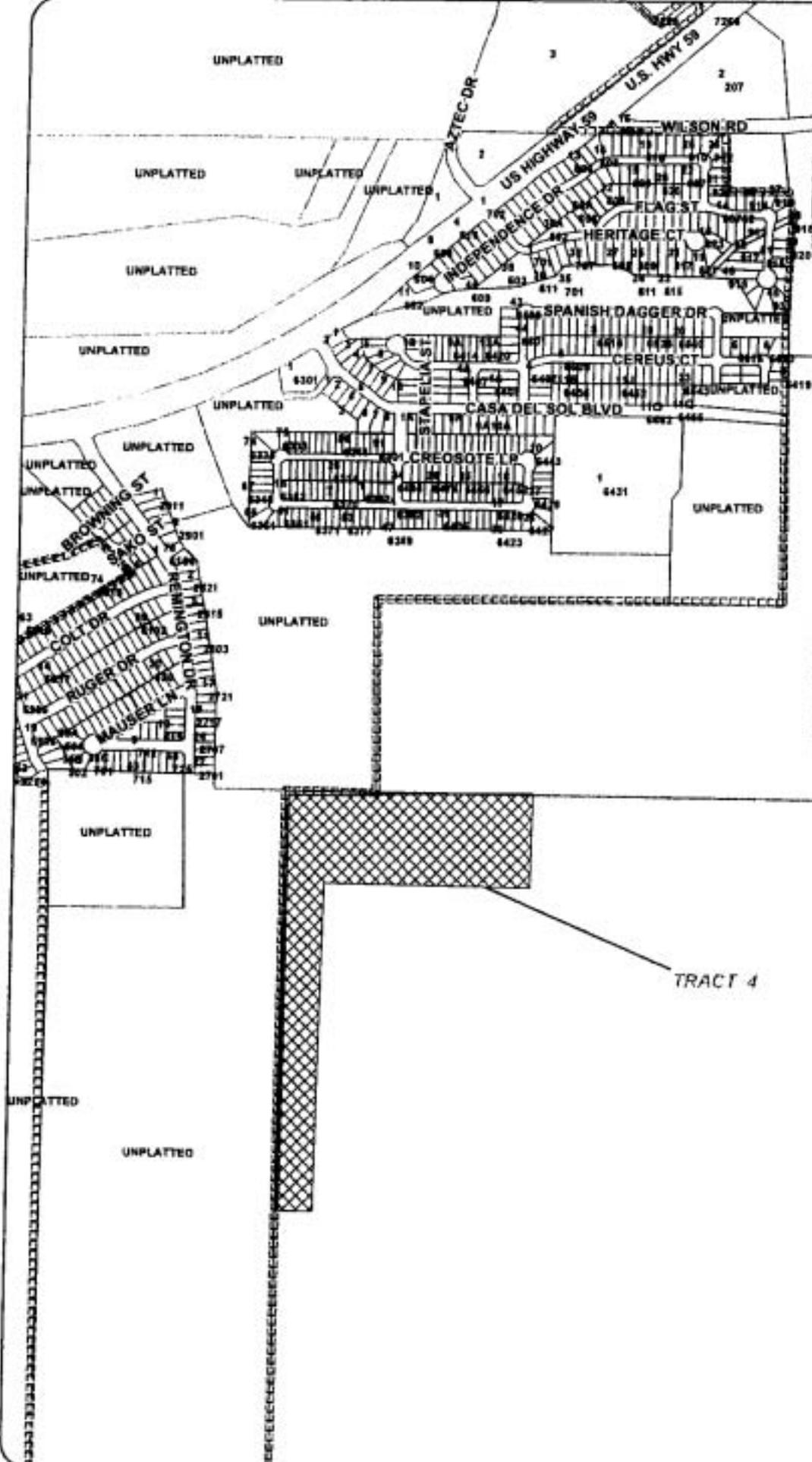
2006 Proposed Annexations

2006 Proposed Annexation Tracts

- Tract 1- 33.19 Acres
- Tract 2- 52.94 Acres
- Tract 3- 1.85 Acres
- Tract 4- 21.09 Acres
- Tract 5- 44.53 Acres
- Tract 6- 2.45 Acres
- Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation_Ordinances_copy



1 inch equals 667 feet
Prepared By
Planning Department

Legal Description
21.09 Acre Tract

A tract of Land containing 21.09 acres, more or less, situated in Porcion 28, Eugenio Martinez, Heirs Original Grantee, Abstract A241 and Porcion 29, Juan B. Villarreal, Original Grantee, Abstract A-3086, Webb County, Texas. Said 21.09 acres being out of a Tract called H-4, being 1,076.00 acres as described in a deed recorded in Volume 1219, Pages 762-785, Webb County Deed Records, Webb County, Texas.

Commencing at a ½" iron rod found being the southwest corner of Lot 27, Block 1, Woodlands P.U.D. Subdivision as recorded in Volume 16, Page 80, Webb County Plat Records, Webb County, Texas.

Thence, S78°02'30"E, a distance of 361.71 feet to a ½" iron rod set for the northwest corner and "The Point of Beginning" of this tract;

Thence, S88°57'24"E, along the said north boundary line of "Tract H-4, a distance of 1,250.00 feet to a ½" iron rod set for the northeast corner of this tract;

Thence, S01°02'10"W, a distance of 480.00 feet to a ½" iron rod set for an exterior corner of this tract;

Thence, N88°57'50"W, a distance of 1050.00 feet to a ½" iron rod set for an interior corner of this tract;

Thence, S01°02'10"W, a distance of 1670.00 feet to a ½" iron rod set for the southeast corner of this tract;

Thence, N88°57'50"W, a distance of 179.87 feet to a ½" iron rod set for the southwest corner of this tract;

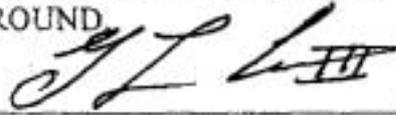
Thence, N00°16'55"E, a distance of 1541.51 feet to a ½" iron rod set for a point of deflection to the right;

Thence, N01°03'04"E, a distance of 608.78 feet to return and close at the "Point of Beginning" of this tract containing 21.09 acres, more or less.

BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLAIN NAD-83-TEXAS SOUTH 4205

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND


GILBERT L. CADE III R.P.L.S.



07-27-06
DATE

Attachment "A"

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 4
HURD 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, Cliff Hurd, on behalf of Hurd Ranch Company, has filed a petition with the City of Laredo for the annexation of a 21.09 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and Hurd Ranch Company, 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 21.09 acres of land, more or less, belonging to the Hurd Ranch Company.

SERVICE PLAN

A petition for annexation from Cliff Hurd, on behalf of the Hurd Ranch Company, was received for property designated as "Tract 4 (Hurd Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 11, which is located approximately 1.52 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. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.
- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park

acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

HURD RANCH COMPANY

**By: _____
Cynthia Collazo
Acting City Manager**

**By: _____
Cliff Hurd
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Cliff Hurd, for and on behalf of Hurd Ranch Company.

Notary Public, State of Texas

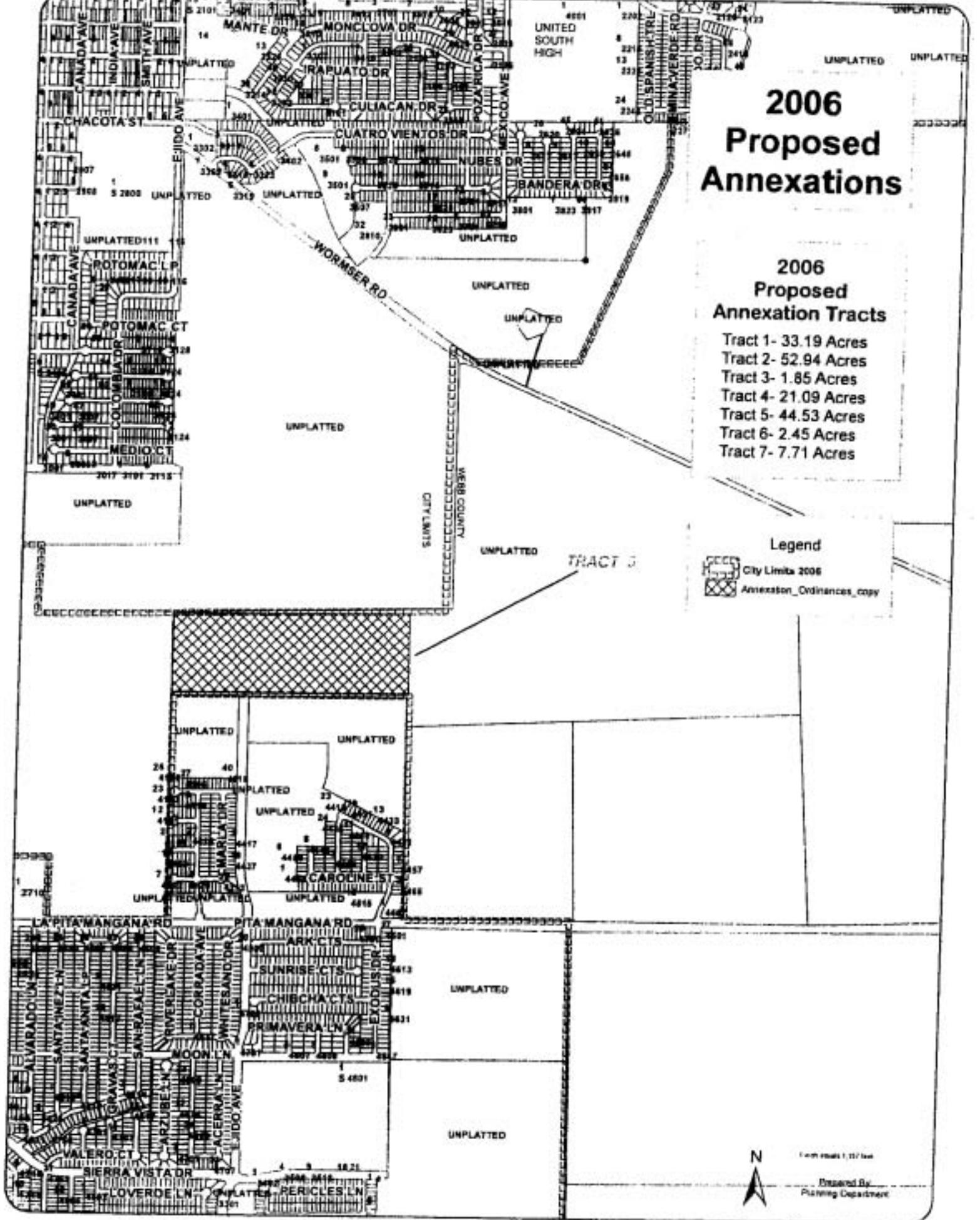
2006 Proposed Annexations

2006 Proposed Annexation Tracts

- Tract 1- 33.19 Acres
- Tract 2- 52.94 Acres
- Tract 3- 1.85 Acres
- Tract 4- 21.09 Acres
- Tract 5- 44.53 Acres
- Tract 6- 2.45 Acres
- Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation Ordinances copy



1 inch equals 1,000 feet

Prepared By
Planning Department



**LEGAL DESCRIPTION
4V HOLDINGS TRACT
44.53 ACRE ANNEXATION**

A tract of land containing 44.53 acres, more or less, situated in Jose Miguel Diaz Porcion 35, Abstract 546 and R.H. Raines Survey 2149, Certificate 1526, out of a larger tract containing 70.00 acres owned by 4V Holdings, Ltd., a Texas Limited Partnership, recorded in Volume 1648, Pages 789-797, Deed Records Webb County Texas and being more particularly described by metes and bounds as follows, to wit:

Beginning at a point along the south boundary line of a tract of land recorded in Volume 1565, Pgs. 228-243, Webb County Deed Records, annexed on December 31, 2003 known as the Zachry Tract as described in Ordinance No. 2003-O-305, same point also being the northeast corner of this tract;

Thence, S 00°37'13" E along the eastern boundary line of this tract a distance of 819.07 feet, to a point along the eastern boundary of this tract, same point also being the northeast corner of land annexed on December 31, 1999 known as the Wormser Ranch II Tract as described in Ordinance No. 99-O-347 and being the southeast corner of said tract;

Thence, N 90°00'00" W, a distance of 2,400.16 feet to a point for the southeast corner of the tract;

Thence, N 00°26'55" E along the western boundary line of this tract a distance of 802.43 feet, to a point along the south boundary line of a tract of land recorded in Volume 1565, Pgs. 289-296, Webb County Deed Records, annexed on December 31, 2003 known as the Zachry tract as described in Ordinance No. 2003-O-305, same point also being the northwest corner of this tract;

Thence, N 89°36'03" E, a distance of 2,385.07 feet to the "POINT OF BEGINNING" and containing 44.53 acres, more or less, of land.



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 5
4 V HOLDING 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, Richard M. Hachar, on behalf of 4 V Holdings, Ltd., has filed a petition with the City of Laredo for the annexation of a 44.53 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and 4 V Holdings, 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 44.53 acres of land, more or less, belonging to the 4 V Holdings, Ltd.

SERVICE PLAN

A petition for annexation from Richard M. Hachar, on behalf of 4 V Holdings, Ltd., was received for property designated as "Tract 5 (4 V Holding Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 2, which is located approximately 1.22 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. Fee charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.

4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park

acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

4 V HOLDINGS, LTD.

By: _____
**Cynthia Collazo
Acting City Manager**

By: _____
**Richard M. Hachar
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Richard M. Hachar, for and on behalf of 4 V Holdings, Ltd.

Notary Public, State of Texas

2006 Proposed Annexations

2006 Proposed Annexation Tracts

- Tract 1- 33.19 Acres
- Tract 2- 52.94 Acres
- Tract 3- 1.85 Acres
- Tract 4- 21.09 Acres
- Tract 5- 44.53 Acres
- Tract 6- 2.45 Acres
- Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation_Ordinances_copy

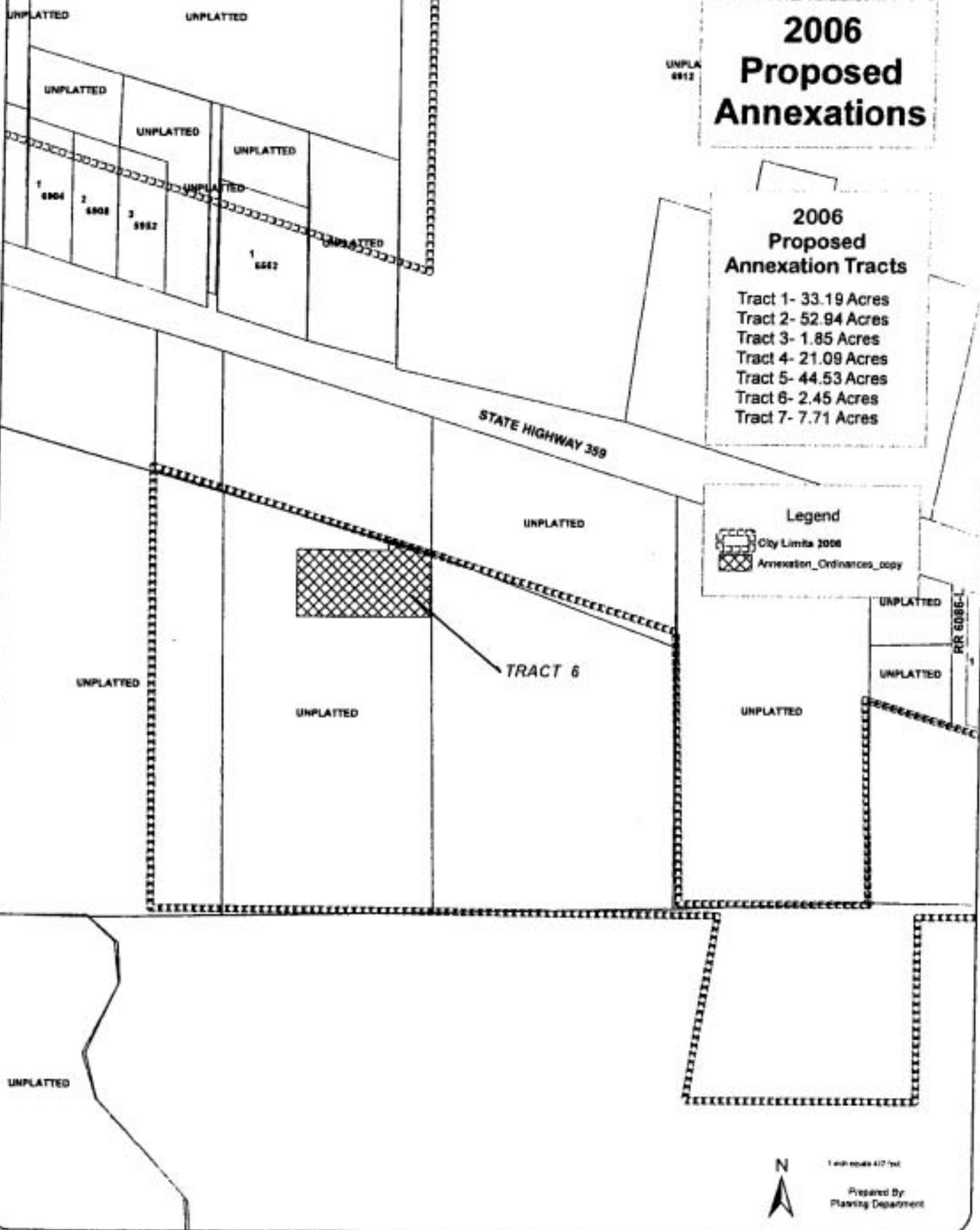
STATE HIGHWAY 359

TRACT 6



1 inch equals 417 feet

Prepared By
Planning Department



KEY ENERGY SERVICE TRACT
2.4538 ACRES
PORCION 32
WEBB COUNTY, TEXAS
10/10/06

A Tract of Land containing 2.4538 Acres out of the Key Energy Service 22.727 Acre Tract of Land, Recorded in Volume 270, Pages 377-382 in the Webb County Deed Records, Webb County, Texas and further being out of a 30.0 Acre Tract situated in Part-1, as per deed Recorded in Volume 671, Pages 421-424 of the Webb County Deed Records, Webb County, Texas.

COMMENCING at a POINT OF REFERENCE, at the southeast corner of the Adolfo Carrasco Jr. 20.0 Acre Tracts 18 and 19, Recorded in Volume 1142, Pages 74-75 of the Webb County Deed Records, Webb County, Texas same being the southeast corner of Annexed Tract No. 8 (23.393 Acres) by the City of Laredo, in 2005 by Ordinance No. 2005-0-326.

THENCE S. 89°-56'-20" E., 953.51 feet, along the common occupied fence line of Porcion 32 and 33, to the southeast corner of aforesaid Key Energy Service 22.272 Acre Tract and the southwest corner of Tract 24, for a turning corner, to the left hereof;

THENCE N. 00°-04'-04" E., 994.61 feet, along the east boundary line of said Key Energy Services 22.272 Acre Tract and the west boundary line of said Tract 24, to the southeast corner of this tract and the POINT-OF-BEGINNING.

THENCE N. 89°-55'-56" W., 458.21 feet to the southwest corner of this tract hereof;

THENCE N. 00°-04'-04" E., 231.24 feet, to a point on the south boundary line of the Agave Trucking Service Company Tract and the most westerly northwest corner of this tract hereof;

THENCE S. 89°-20'-28" E., 310.00 feet, along said south boundary line, to the southeast corner of said Agave Trucking Service Company Tract and an interior corner of this tract hereof;

THENCE N. 10°-39'-44" E., 35.92 feet, to a point on the east boundary line of said Agave Trucking Company Tract and the northwest corner of this tract hereof;

THENCE S. 72°-10'-00" E., 148.71 feet, to a point on the east boundary line of aforesaid 22.272 Acre Tract, the west boundary line of aforesaid Tract 24 and the northeast corner of this tract hereof;

THENCE S. 00°-04'-04" W., 217.97 feet along aforesaid east boundary line of this tract and aforesaid 30.0 Acre Tract, the west boundary line of Tract 24, to the POINT-OF-BEGINNING.




Cesareo R. Porras P.E., R.P.L.S.

Attachment "A"

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 6
KEY ENERGY 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, Derly Casas, on behalf of Key Energy Services, has filed a petition with the City of Laredo for the annexation of a 2.45 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and Key Energy Services, 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 2.45 acres of land, more or less, belonging to the Key Energy Services.

SERVICE PLAN

A petition for annexation from Derly Casas, on behalf of Key Energy Services, was received for property designated as "Tract 6 (Key Energy Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 11, which is located approximately 1.45 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. Fee charged customers within the tract will be the same as all similarly classified customers.

- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.

- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park

acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

KEY ENERGY SERVICES

By: _____
**Cynthia Collazo
Acting City Manager**

By: _____
**Derly Casas
Authorized Representative**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Derly Casas, for and on behalf of Key Energy Services.

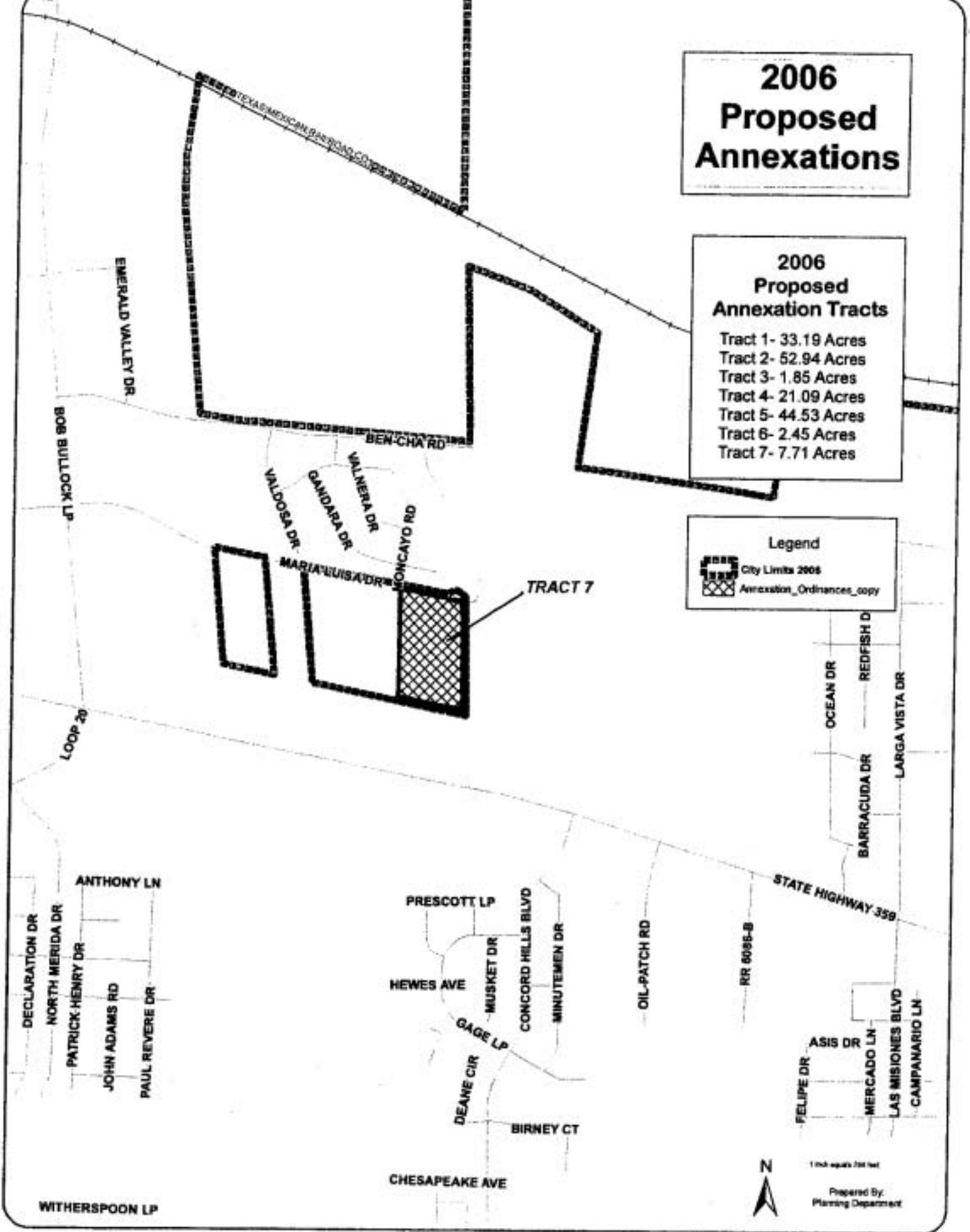
Notary Public, State of Texas

2006 Proposed Annexations

- ## 2006 Proposed Annexation Tracts
- Tract 1- 33.19 Acres
 - Tract 2- 52.94 Acres
 - Tract 3- 1.85 Acres
 - Tract 4- 21.09 Acres
 - Tract 5- 44.53 Acres
 - Tract 6- 2.45 Acres
 - Tract 7- 7.71 Acres

Legend

-  City Limits 2006
-  Annexation Ordinances copy



N
 1 inch equals 200 feet
 Prepared By:
 Planning Department

GUIITEREZ/IZAGUIRRE TRACT
7.7154 ACRES
PORCION 31
WEBB COUNTY, TEXAS
10/10/06

A Tract of Land containing 7.7154 Acres, more or less, out of the M.G. Benavides Estate situated in Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, Webb County, Texas, said 7.7154 Acre Tract, being out of a 30.0 Acre Tract as described in a deed to Arguindegui Oil Company, Recorded in Volume 655, Pages 292-296, and further out of a 12.41 Acre Tract, therein referenced and conveyance transacted and Recorded in Volume 1939, Pages 20-23, all in the Webb County Real Property Records, Webb County, Texas.

BEGINNING at the southeast corner of this tract of land, same being the most northerly northeast corner of a 61.7122 Acre Tract, which is part of the 1997 Annexation, State Highway 359 Tract, and which said corner bears N. 00°-06'-35" E., 47.90 feet from a found concrete monument, which monument is the most westerly southwest corner of the U.I.S.D. Student Activity Complex Educational Center Plat, as Recorded in Volume 21, Pages 43 and 44 of the Webb County Plat Records, Webb County, Texas.

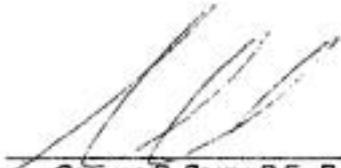
THENCE N. 78°-00'-00" W., along the said 1997 Annexation City Limits line, 464.42 feet to a ½ inch iron rod, set on the west boundary line of aforesaid 12.41 Acres, for the southwest corner of this tract hereof;

THENCE N. 00°-06'-35" E., a distance of 739.65 feet, to a ½ inch iron rod, found on the south right-of-way line of Maria Luisa Drive, which right-of-way dedication plat is Recorded in Volume 25, Pages 80 and 81 of the Webb County Plat Records, Webb County, Texas, for the northwest corner of this tract hereof;

THENCE S. 77°-58'-15" E., along the south right-of-way line of said Maria Luisa Drive, a distance of 464.47 feet, to a point on the west boundary line of aforesaid U.I.S.D. Student Activity Complex and the northeast corner of this tract hereof;

THENCE S. 00°-06'-35" W., 739.41 feet, along said west boundary line, to the **POINT OF BEGINNING** and containing 7.7154 Acres, more or less.




Cesareo R. Porras P.E., R.P.L.S.

Attachment "A"

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 7
GUTIERREZ/IZAGUIRRE 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, Jorge O. Gutierrez and Tomas L. Izaguirre, Jr., on behalf of Jorge O. Gutierrez and Tomas L. Izaguirre, Jr., have filed a petition with the City of Laredo for the annexation of a 7.71 acre tract of land, said tract of land being more particularly described by metes and bounds on Attachment "A"; and

WHEREAS, Section 1.03 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 Five-Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality and Jorge O. Gutierrez and Tomas L. Izaguirre, 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 7.71 acres of land, more or less, belonging to Jorge O. Gutierrez and Tomas L. Izaguirre, Jr.

SERVICE PLAN

A petition for annexation from Jorge O. Gutierrez and Tomas L. Izaguirre, Jr., on behalf of the Jorge O. Gutierrez and Tomas L. Izaguirre, Jr., was received for property designated as "Tract 7 (Gutierrez/Izaguirre Tract)" described by metes and bounds in Attachment "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 November 6, November 20, and December 4, 2006. Public notice of the hearings was provided on October 22, November 5, and November 19, 2006, not more than twenty or

less than 10 days before the hearing as provided in Section 43.052 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 service will be provided to the area from Fire Station No. 11, which is located approximately .13 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. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Operation and Maintenance of Public Water Services: At the time of the platting of this property, the petitioner, its successors and assigns agree to pay, for water treatment capacity, \$300.00 per residential lot less than 6,000 square feet; \$500.00 per residential lot between 6,000 and 7,999 square feet; \$750.00 per residential lot between 8,000 and 9,999 square feet; and \$1,000.00 per residential lot 10,000 square feet or over. For industrial or commercial development the water treatment capacity fee is \$500.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Water service will be provided to the customer at the same rates charged like customers within the city limits. 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 the city limits.
- 4b. Operation and Maintenance of Public Wastewater Services: At the time of the platting of this property the petitioner, its successors and assigns agree to pay, for wastewater treatment capacity, \$200.00 per residential lot less than 6,000 square feet; \$325.00 per residential lot between 6,000 and 7,999 square feet; \$500.00 per residential lot between 8,000 and 9,999 square feet; and \$650.00 per residential lot 10,000 square feet or over. For industrial or commercial development the wastewater treatment capacity fee is \$650.00 per acre. This fee is in addition to water availability or other fees but will be superseded by the adoption and implementation of impact fees. The City Charter and city ordinances require that all line extensions be made at the expense of the petitioner to conform to city standards. Wastewater service will be provided to the customer at the same rates charged like customers within the 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 right-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. All recreational facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns at such time as warranted by the development.

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. Parkland Dedication

Petitioner agrees to provide park and open space to serve the proposed development at such time as the property is platted. Should the development be located within 1.5 miles of an existing park, the developer may request to satisfy the acreage requirement by paying the Neighborhood Park Development Fee (\$35,000 per acre) based on the required acreage of the neighborhood park dedication. Required acreage to serve the proposed development shall be calculated at a rate of 0.01 acres per dwelling unit. If the required park dedication totals less than five (5) acres or does not meet site selection

criteria as per this agreement or applicable ordinances, the Parks and Recreation Committee may require a Neighborhood Park Development Fee (\$35,000 per acre) in lieu of neighborhood parkland dedication. All fees received for neighborhood park acquisition and development will be dedicated for the purpose of acquiring and developing parkland within a 1.5 mile radius of the proposed development. Site selection of the park and open space shall avoid an accumulation of unrelated parcels of land or an accumulation of land unsuitable for park purposes. Size should be a minimum of five (5) contiguous acres. Careful consideration shall be given to the need for development of linear parks around natural drainage and wooded areas, which provide potential recreational uses. A maximum of 75% of total parkland dedication may be located within the 100 year floodplain. At least fifty (50%) percent of required parkland shall have slopes in range of 2-5% well drained, and be suitable for active recreational use development. Proposed parkland boundaries shall provide reasonable access to improved street frontage for readily accessible entry by the public. A general plan, or master plan, identifying the proposed park location must be approved by the Parks & Recreation Committee prior to platting any phase of the development and the plat must conform to the park location approved by the Parks & Recreation Committee. Within 90 days of plat recordation, the developer will convey the required park space to the City. Park property shall be platted by the developer as part of the subdivision plat and serviced with available utilities in the area and infrastructure related to parkland dedication. Petitioner agrees to provide all roadway and drainage improvements at such time as the property is platted. Should an ordinance pertaining to parkland dedication be adopted, the ordinance shall supersede any provisions established herein.

Section 3. Capital Improvements

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

Section 4. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing Use) 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. Upon annexation, the property owner agrees not to utilize the tract for agricultural purposes.

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 _____, 2006.

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

**JORGE O. GUTIERREZ and
TOMAS L. IZAGUIRRE, Jr.**

**By: _____
Cynthia Collazo
Acting City Manager**

**By: _____
Jorge O. Gutierrez
Tomas L. Izaguirre, Jr.
Authorized Representatives**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____, 2006 by Cynthia Collazo, as Acting City Manager, 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 _____, 2006 by Jorge O. Gutierrez and Tomas L. Izaguirre, Jr., for and on behalf of Jorge O. Gutierrez and Tomas L. Izaguirre, Jr.

Notary Public, State of Texas

Annexation History
SECTION III

**SECTION III
APPENDIX**

ANNEXATION HISTORY – 1960 TO 2006

DATE	NUMBER OF TRACTS	TOTAL ACREAGE ANNEXED
1960-1984	10	8,744.48
1985	4	644.64
1987	5	1,619.78
1988	6	1,490.27
1989	3	542.22
1990	20	2,397.25
1991	11	3,346.67
1992	7	978.88
1993	21	4,355.67
1994	18	2,682.32
1995	11	945.48
1996	10	953.76
1997	15	1,758.97
1998	26	7,725.47
1999	10	3,527.54
2000	7	718.98
2001	8	907.758
2002	2	219.90
2003	5	1,447.08
2004	8	1825.03
2005	10	867.81
2006	7	163.76

LAREDO ANNEXATION HISTORY : ORIGINAL LAND GRANT OF 8,396.35 ACRES - JULY 18, 1884

JAN.1 CITY AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
1960											
8,396.35	13.12	838.64	0	839.64	NORTH LAREDO TRACT	4,559.34	0	12/6/1960	N/A	4,559.34	4,559.34
1973											
12,955.69	20.24	1,295.57	0	1,295.57	VILLA DEL SOL & LOMA ALTA	0	75.17	6/4/1973	N/A	75.17	0
1982											
13,030.86	20.36	1,303.09	1,295.57	2,598.66	AREA I & II TRACTS	704.86	0	11/20/1982	82-O-227	704.86	704.86
1983											
13,735.72	21.46	1,373.57	598.23	1,971.80	EAST & WEST PORCION	957.29	0	7/19/1983	83-O-057	957.29	957.29
1984											
14,693.01	22.96	1,469.30	416.29	1,885.59	DEL MAR WATER CONS	2,220.08		2/21/1984	84-O-016		
					EAST LAREDO TRACT	174.38		2/21/1984	84-O-014		
					MCPHERSON RD	52.67		2/21/1984	84-O-015		
TOTALS:						2,447.13	0			2,447.13	2,447.13
1985											
17,140.13	26.78	1,714.01	0	1,714.01	EAST LAREDO TRACT I	313.16		10/15/1985	85-O-177		
					SO LAREDO TRACT II	33.24		10/15/1985	85-O-176		
					SO LAREDO TRACT III	46.86		10/15/1985	85-O-174		
					SO LAREDO TRACT IV	251.38		10/15/1985	85-O-175		
TOTALS:						644.64	0			644.64	644.64
1987											
17,784.78	27.79	1,778.48	1,089.37	2,847.85	SHILOH / MCPHERSON RD	3.57	49.62	1/5/1987	87-O-001		
					WEST OF MINES RD	897.33		7/6/1987	87-O-102		
					EAST OF MINES RD.	368.14		7/6/1987	87-O-103		
					LOS PRESIDENTES		200.00	8/3/1987	87-O-104		
					1ST FEDERAL / HAYNES		101.11	7/20/1987	87-O-109		
TOTALS:						1,269.05	350.73			1,619.78	1,269.05
1988											
19,404.56	30.32	1,940.46	509.43	2,449.89	MINES RD TRACT	653.49		5/16/1988	88-O-058		
					NO FREEWAY TRACT	457.67		5/16/1988	88-O-059		
					TOWNE EAST TRACT		5.82	5/16/1988	88-O-057		
					COLONIA LOS PRESID.		38.40	10/10/1988	88-O-129		
					KILLAM FOREIGN TRADE		15.61	11/21/1988	88-O-141		
					TEJAS INDUS. PARK		319.28	11/21/1988	88-O-140		
TOTALS:						1,111.16	379.11			1,490.27	1,111.16
1989											
20,894.83	32.65	2,089.48	829.30	2,918.78	SO. LAREDO (HWY.83)	424.38		4/15/1989	89-O-020		
					MULLER TRACT		97.59	8/7/1989	89-O-129		
					HOFFMAN TRACT		20.25	8/21/1989	89-O-153		
TOTALS:						424.38	117.84			542.22	424.38

Acres allowed for annex. = 10% of total acreage of city + any carry over, but no more than 30% of incorporated area.

JAN. 1 CITY AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX.	VOLUNTARY ANNEX.	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
1990											
21,437.05	33.50	2,143.71	1,665.10	3,808.81	TOWNE EAST TRACT		1.07	3/19/1990	90-O-056		
					NORTHVIEW TRACT		90.51	3/19/1990	90-O-062		
					LOS PRESIDENTES TRACT		7.64	10/15/1990	90-O-200		
					HILLTOP FARMS TRACT		28.30	10/15/1990	90-O-201		
					RIVERHILL TRACT		151.86	10/15/1990	90-O-202		
					MCDONALD TRACT	21.7835		10/15/1990	90-O-203		
					RICHTER TRACT	115.705		10/15/1990	90-O-204		
					PAN AMERICAN TRACT		130.12	10/15/1990	90-O-205		
					LA BOTA BUS. TRACT		346.89	10/15/1990	90-O-206		
					INTERAMERICAN TRACT		109.14	10/15/1990	90-O-207		
					KILLAM IND PK TRACT		88.34	10/15/1990	90-O-208		
					ANZON TRACT	133.24		10/15/1990	90-O-209		
					NORTHVIEW TRACT	58.30		10/15/1990	90-O-210		
					SHILOH / MCPHERSON RD	8.7173		10/15/1990	90-O-211		
					FRIEDMAN TRACT		20	10/15/1990	90-O-212		
					BOTELLO TRACT		70	10/15/1990	90-O-213		
					WALKER TRACT	60.3783		10/15/1990	90-O-214		
					KILLAM OIL TRACT		164.18	10/15/1990	90-O-215		
					UNION PACIFIC TRACT	532.25		10/15/1990	90-O-216		
					MINES RD. TRACT	599.83		12/17/1990	90-O-241		
TOTALS:						1,530.00	1,206.06			2,736.07	1,530.00
1991											
24,173.12	37.77	2,417.31	613.70	3,031.01	PAN AMERICAN TRACT		53.79	3/4/1991	91-O-042		
					INTERAMERICA TRACT		46.58	3/4/1991	91-O-043		
					COL. LOS ANGELES TRACT		50.70	3/4/1991	91-O-044		
					GARCIA TRACT		78.70	3/4/1991	91-O-045		
					MINES RD. TRACT	606.12		3/4/1991	91-O-046		
					MINES RD II TRACT	873.47		7/1/1991	91-O-170		
					KILLAM IND. PK TRACT		72.40	10/21/1991	91-O-225		
					COL. LOS ANGELES TRACT		34.26	10/21/1991	91-O-226		
					TOWNE EAST TRACT		28.26	10/21/1991	91-O-227		
					NO. WATER TANK TRACT	1.04		10/21/1991	91-O-228		
					AIRPORT NORTH TRACT	1,501.35		10/21/1991	91-O-229		
TOTALS:						2,981.98	364.69			3,346.67	2,981.98
1992											
27,519.80	43.00	2,751.98	0	2,751.98	WINFIELD TRACT		362.57	1/27/1992	92-O-028		
					NORTH HEIGHTS TRACT		3.23	1/27/1992	92-O-029		
					LOS OBISPOS TRACT		122.42	4/20/1992	92-O-067		
					LA BOTA RANCH #1		371.79	4/20/1992	92-O-068		
					DE LLANO		104.19	5/24/1992	92-O-131		
					PAN AMER #3. ADDITION		0.68	6/24/1992	92-O-132		
					JAVIER GARZA		14.00	9/11/1992	92-O-169		
TOTALS:						0	978.88			978.88	0

Acres allowed for annex. = 10% of total acreage of city + any carry over, but no more than 30% of incorporated area.

JAN.1 CITY SIZE/AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
1993											
28,496.68	44.53	2,849.87	2,751.98	5,601.85	J.B. ALEXANDER H.S.		28.60	4/30/1993	93-O-092		
					LAREDO STATE UNIV.		1,333.67	5/7/1993	93-O-093		
					PINTO VALLE-DOLORES		349.70	4/30/1993	93-O-094		
					BUSTAMANTE FARM		153.36	5/7/1993	93-O-095		
					MULLER TRACT		20.25	4/30/1993	93-O-096		
					LA BOTA TRACT		223.47	4/30/1993	93-O-097		
					MILD BUSINESS CENTER		191.12	4/30/1993	93-O-098		
					DE LLANO II		18.89	4/30/1993	93-O-099		
					RAMOS I TRACT		31.79	4/30/1993	93-O-100		
					RAMOS II TRACT		13.41	4/30/1993	93-O-101		
					RUHLMAN TRACT		395.74	11/1/1993	93-O-212		
					VILLARREAL TRACT		14.00	11/1/1993	93-O-213		
					DE LLANO III TRACT		45.84	11/1/1993	93-O-214		
					MORENO TRACT		12.46	11/1/1993	93-O-215		
					BRUNI TRACT		32.17	11/1/1993	93-O-216		
					MULLER II TRACT		49.73	11/1/1993	93-O-217		
					GARZA TRACT		71.00	12/31/1993	93-O-252		
					YOUNG TRACT		43.64	12/31/1993	93-O-253		
					I.H. 35 KILLAM TRACT		50.18	12/31/1993	93-O-254		
					KILLAM IND. PARK #5		54.82	12/31/1993	93-O-255		
					DILWORTH TRACT		1,221.83	12/31/1993	93-O-256		
TOTALS:						0	4,355.67			4,355.67	0
1994											
32,854.35	51.33	3,285.43	2,849.87	6,135.30	ITC TRACT		91.1538	12/31/1994	94-O-257		
					GARCIA I TRACT		20.2783	12/31/1994	94-O-258		
					MULLER TRACT		422.0878	12/31/1994	94-O-259		
					KILLAM IND. PARK		40.2059	12/31/1994	94-O-260		
					HURD TRACT		128.4528	12/31/1994	94-O-261		
					DE LLANO TRACT		3.2294	12/31/1994	94-O-262		
					SALINAS I TRACT		24.8569	12/31/1994	94-O-263		
					JACAMAN TRACT		512.78	12/31/1994	94-O-264		
					BARRERA TRACT		3.8616	12/31/1994	94-O-265		
					SALINAS II TRACT		88.5135	12/31/1994	94-O-266		
					DICKENSON TRACT		74.77	12/31/1994	94-O-267		
					BRUNI TRACT		43.59	12/31/1994	94-O-267		
					GARCIA II TRACT		190.1431	12/31/1994	94-O-268		
					LEYENDECKER I TRACT		73.652	12/31/1994	94-O-268		
					LEYENDECKER II TRACT		29.756	12/31/1994	94-O-268		
					GONZALES TRACT		99.0965	12/31/1994	94-O-268		
					VIMOSA II TRACT		636.35	12/31/1994	94-O-269		
					TREVINO TRACT		199.75	12/31/1994	94-O-270		
TOTALS:						0	2,682.32			2,682.32	0

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JAN.1 CITY SIZE/AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
1995											
35,536.67	55.53	3,553.67	3,285.43	6,839.10	HURD TRACT		66.1065	12/31/1995	95-O-282		
					KILLAM TRACT		384.7279	12/31/1995	95-O-283		
					SANTOS TRACT		64.9382	12/31/1995	95-O-284		
					GUTIERREZ TRACT		0.693	12/31/1995	95-O-285		
					K.O.C. TRACT		2.3978	12/31/1995	95-O-286		
					U.I.S.D. TRACT		9.4116	12/31/1995	95-O-287		
					RAMOS TRACT		29.8217	12/31/1995	95-O-288		
					HAYNES TRACT		6.7182	12/31/1995	95-O-289		
					ARGUINDEGUI TRACT		5.5995	12/31/1995	95-O-290		
					HALL / SUMMERS / BRUNI		62.52	12/31/1995	95-O-291		
					LINK TRACT		312.55	12/31/1995	95-O-292		
TOTALS:						0	945.4844			945.48	0
1996											
36,482.16	57.00	3,648.22	3,553.67	7,201.88	DEUTSCH / SANDITEN		35.147	12/31/1996	96-O-209		
					RAMOS TRACT		61.8484	12/31/1996	96-O-208		
					PONDEROSA TRACT	13.2964		12/31/1996	96-O-210		
					TEX-MEX TRACT	38.868		12/31/1996	96-O-211		
					TEX-WEST TRACT	2.55		12/31/1996	96-O-212		
					EASTWOODS TRACT		3.48	12/31/1996	96-O-213		
					SOUTHERN DEV. TRACT	23.6288		12/31/1996	96-O-214		
					VELA TRACT		268.27	12/31/1996	96-O-215		
					MINNE TRACT		465.2942	12/31/1996	96-O-216		
					LINK TRACT		41.378	12/31/1996	96-O-217		
TOTALS:						78.3432	875.4176			953.7608	78.3432
1997											
37,435.92	58.49	3,743.59	3,569.87	7,313.48	GARCIA TRACT	265.2165		12/31/1997	97-O-305		
					HIGHWAY 359 TRACT	61.7122		12/31/1997	97-O-306		
					HWY 359/LF TRACT	484.7607		12/31/1997	97-O-307		
					HAYNES TRACT		4.6808	12/31/1997	97-O-308		
					SO. DEV. INDUST. TRACT		89.2252	12/31/1997	97-O-309		
					NEWMAN TRACT		35.1439	12/31/1997	97-O-310		
					RAMOS TRACT		23.904	12/31/1997	97-O-311		
					KILLAM/LOOP 20 TRACT		15.7203	12/31/1997	97-O-312		
					UNITEC TRACT	362.173		12/31/1997	97-O-313		
					SALINAS TRACT		8.0044	12/31/1997	97-O-314		
					IZAGUIRRE TRACT		8.0669	12/31/1997	97-O-315		
					I. H. 35 TRACT	190.6392		12/31/1997	97-O-316		
					BRIDGE IV TRACT	181.2177		12/31/1997	97-O-317		
					KILLAM INDUST. TRACT		10.6253	12/31/1997	97-O-318		
					HURD TRACT		17.8736	12/31/1997	97-O-319		
TOTALS:						1,545.72	213.24			1,758.97	1,545.72

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JAN.1 CITY SIZE/AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
1998											
39,194.88	61.24	3,919.49	2,373.77	6,293.26	UNITEC TRACT	400.5859		4/1/1998	98-O-088		
					UNITEC I TRACT	5.0574		12/31/1998	98-O-322		
					UNITEC II TRACT	6.1834		12/31/1998	98-O-323		
					UNITEC III TRACT	10.2681		12/31/1998	98-O-324		
					HACHAR / IH 35 TRACT		1,126.20	12/31/1998	98-O-325		
					HACHAR / MINES RD TRACT		1,317.92	12/31/1998	98-O-326		
					PICO RANCH TRACT		559.22	12/31/1998	98-O-327		
					MINES ROAD I TRACT	9.6342		12/31/1998	98-O-328		
					KILLAM INDUSTRIAL TRACT		229.5287	12/31/1998	98-O-329		
					MINES ROAD II TRACT	139.65		12/31/1998	98-O-330		
					IH 35/MINES RD TRACT	913.8778		12/31/1998	98-O-332		
					BOB BULLOCK LP I TRACT	43.1753		12/31/1998	98-O-333		
					BOB BULLOCK LP II TRACT	293.3257		12/31/1998	98-O-334		
					NORTH LAREDO I TRACT	323.02		12/31/1998	98-O-335		
					NORTH LAREDO II TRACT	8.5465		12/31/1998	98-O-336		
					NORTH LAREDO III TRACT	128.3253		12/31/1998	98-O-337		
					ALEXANDER TRACT		22.9479	12/31/1998	98-O-338		
					CASA VERDE TRACT	197.2148		12/31/1998	98-O-339		
					CASA BLANCA TRACT	263.9845		12/31/1998	98-O-340		
					EAST LAREDO TRACT	806.24		12/31/1998	98-O-341		
					HIGHWAY 359 TRACT	178.6853		12/31/1998	98-O-342		
					SOUTH LAREDO I TRACT	107.0861		12/31/1998	98-O-343		
					SOUTH LAREDO II TRACT	3.0456		12/31/1998	98-O-344		
					SOUTH LAREDO III TRACT	4.3521		12/31/1998	98-O-345		
					PALACIOS/LINK TRACT		584.524	12/31/1998	98-O-346		
					HURD TRACT		42.8699	12/31/1998	98-O-348		
TOTALS:						3,842.2580	3,883.2105			7,725.47	3,842.26
1999											
46,320.35	73.31	4,692.04	77.23	4,769.27	FASKEN TRACT		330.929	12/31/1999	99-O-344		
					SAN ISIDRO TRACT		173.05	12/31/1999	99-O-345		
					WORMSER RANCH I TRACT		110.003	12/31/1999	99-O-346		
					WORMSER RANCH II TRACT		125.026	12/31/1999	99-O-347		
					BRIDGE IV TRACT		5.314	12/31/1999	99-O-348		
					INS FACILITY TRACT		9.709	12/31/1999	99-O-349		
					SOUTH LAREDO TRACT	2,447.7141		12/31/1999	99-O-350		
					KILLAM RANCH I TRACT		113.0189	12/31/1999	99-O-351		
					KILLAM RANCH II TRACT		202.4838	12/31/1999	99-O-352		
					KILLAM INDUSTRIAL BLVD		10.2917	12/31/1999	99-O-353		
TOTALS:						2,447.7141	1,079.8254			3,527.5395	2,447.7141

Acres allowed for annex. = 10% of total acreage of city + any carry over, but no more than 30% of incorporated area.

JAN.1 CITY SIZE/AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
2000											
50,447.89	78.82	5,044.79	2,244.32	7,289.11	DOLORES RANCH TRACT		169.195	12/31/2000	00-O-309		
					KILLAM INDUSTRIAL TRACT		207.4636	12/31/2000	00-O-310		
					KILLAM PONDEROSA TRACT		194.8842	12/31/2000	00-O-311		
					HURD TRACT		124.6586	12/31/2000	00-O-312		
					TREVINO TRACT		1.971	12/31/2000	00-O-313		
					MINES ROAD TRACT	14.817		12/31/2000	00-O-315		
					WORMSER ROAD TRACT	5.9861		12/31/2000	00-O-316		
TOTALS:						20.8031	698.1724			718.9755	20.8031
2001											
51,168.87	79.95	5,116.69	5,023.99	10,140.67	UISD TRACT		10.000	12/31/2001	01-O-286		
					MEJIA TRACT		0.340	12/31/2001	01-O-287		
					HEIRLOOM TRACT		13.670	12/31/2001	01-O-288		
					FESCO TRACT		68.126	12/31/2001	01-O-289		
					FLORES TRACT		0.960	12/31/2001	01-O-290		
					LAKE/LIFE DOWNS TRACT	642.55		12/31/2001	01-O-292		
					LARGA VISTA TRACT	36.2584		12/31/2001	01-O-293		
					COLOMBIA BRIDGE TRACT	137.8539		12/31/2001	01-O-294		
TOTALS:						816.6623	91.096			907.758	816.6623
2002											
52,074.63	81.37	5,207.46	4,300.02	9,507.49	E.G. RANCH TRACT		214.90	12/31/2002	02-O-312		
					TREVINO TRACT		5.00	12/31/2002	02-O-315		
TOTALS:						0	219.90			219.900	0
2003											
52,294.53	81.71	5,229.45	5,207.46	10,436.92	LAS BLANCAS TRACT		419.1608	12/31/2003	03-O-302		
					LAS MISIONES TRACT		83.0116	12/31/2003	03-O-303		
					McNARY and CALK TRACT		70.42	12/31/2003	03-O-304		
					ZACHRY TRACT		256.66	12/31/2003	03-O-305		
					HIGHWAY 359 TRACT	617.8277		12/31/2003	03-O-306		
TOTALS:						617.8277	829.2524			1,447.0801	617.8277
2004											
53,741.61	83.9713	5,374.16	4,611.62	9,985.79	E.G. RANCH I TRACT		47.85	12/31/2004	04-O-307		
					E.G. RANCH II TRACT		140	12/31/2004	04-O-308		
					HURD I TRACT		31.82	12/31/2004	04-O-309		
					HURD II TRACT		21.89	12/31/2004	04-O-310		
					TRANSBORDER TRACT		27.59	12/31/2004	04-O-311		
					TREVINO TRACT		4.51	12/31/2004	04-O-312		
TOTALS:						0	273.66			273.66	0

Acres allowed for annex. = 10% of total acreage of city + any carry over, but no more than 30% of incorporated area.

JAN.1 CITY SIZE/AC.	SIZE SQ. MI.	10% AREA	CARRY OVER	MAX. ANNEX.	NEW ANNEXATIONS	UNILATERAL ANNEX	VOLUNTARY ANNEX	ANNEX DATE	ORDINANCE NUMBER	TOTAL INCREASE	COUNTED INCREASE
2005											
54,015.27	84.40	5,401.53	5,374.16	10,775.89	SAN ISIDRO NORTHEAST		440.32	12/31/2005	05-O-319		
					KILLAM RANCH TRACT		13	12/31/2005	05-O-320		
					HURD RANCH I TRACT		92.13	12/31/2005	05-O-321		
					HURD RANCH II TRACT		37.28	12/31/2005	05-O-322		
					HECTOR GAONA TRACT		0.33	12/31/2005	05-O-323		
					ROLANDO GAONA TRACT		0.74	12/31/2005	05-O-324		
					LAS MISIONES TRACT		0.71	12/31/2005	05-O-325		
					CARRASCO TRACT		23.39	12/31/2005	05-O-326		
					E.G. RANCH TRACT		222.28	12/31/2005	05-O-327		
					TANQUECITOS TRACT		37.65	12/31/2005	05-O-328		
TOTALS						0	867.81			867.81	0
2006											
54,883.08	85.75	5,488.31	5,401.53	10,889.83	U.I.S.D. TRACT		33.19				
					TANQUECITOS TRACT		52.94				
					ALARCON TRACT		1.85				
					HURD TRACT		21.09				
					4 V HOLDING TRACT		44.53				
					KEY ENERGY TRACT		2.45				
					GUTIERREZ / IZAGUIRRE		7.71				
TOTALS:						0	163.76			163.76	0

Acres allowed for annex. = 10% of total acreage of city + any carry over, but no more than 30% of incorporated area.

COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of 20.29 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of future Riverbank Drive, west of Atlanta Drive, from AG (Agricultural District) and R-1A (Single-family Reduced Area District) to R-2 (Multi-Family Residential District). The Planning and Zoning Commission recommended approval of the zone change. ZC-95B-2006</p>
<p>Initiated by: N.W. House, Inc.</p>	<p>Staff source: Keith Selman, Planning & Zoning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: None</p>	
<p>BACKGROUND</p> <p>Council District: VII – Juan Chavez</p> <p>Proposed use: Multi-family residential</p> <p>Site: Vacant and undeveloped</p> <p>Surrounding land uses: Northeast and southeast of the site are single-family residences. Southwest, west and northwest of the side are vacant and undeveloped.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Riverbank Drive as a Minor Arterial.</p> <p>Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. Although the Future Land Use Map recognizes this area as Low Density Residential, the proposed district is in conformance to the approved master plan for Indian Sunset subdivision. The proposed district fronts Riverbank Drive which is identified in the Long Range Thoroughfare Plan as a Minor Arterial.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-2 (Multi-Family Residential District): The purpose of the R-2 is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?

Yes, the predominant land use pattern is vacant and undeveloped with single-family development to the east.

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

Yes, the surrounding districts are R-1A and AG.

Will change adversely influence living conditions in the neighborhood?

The proposed district may introduce more density into the neighborhood.

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

Yes, the AG District only allows for agricultural type uses.

ORDINANCE NO. 2006-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 20.29 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A," LOCATED ON THE NORTH SIDE OF FUTURE RIVERBANK DRIVE, WEST OF ATLANTA DRIVE, FROM AG (AGRICULTURAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 20.29 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of future Riverbank Drive, west of Atlanta Drive, from AG (Agricultural District) and R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 2, 2006, 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 December 4, 2006, 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 20.29 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of future Riverbank Drive, west of Atlanta Drive, from AG (Agricultural Dis-

trict) and R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

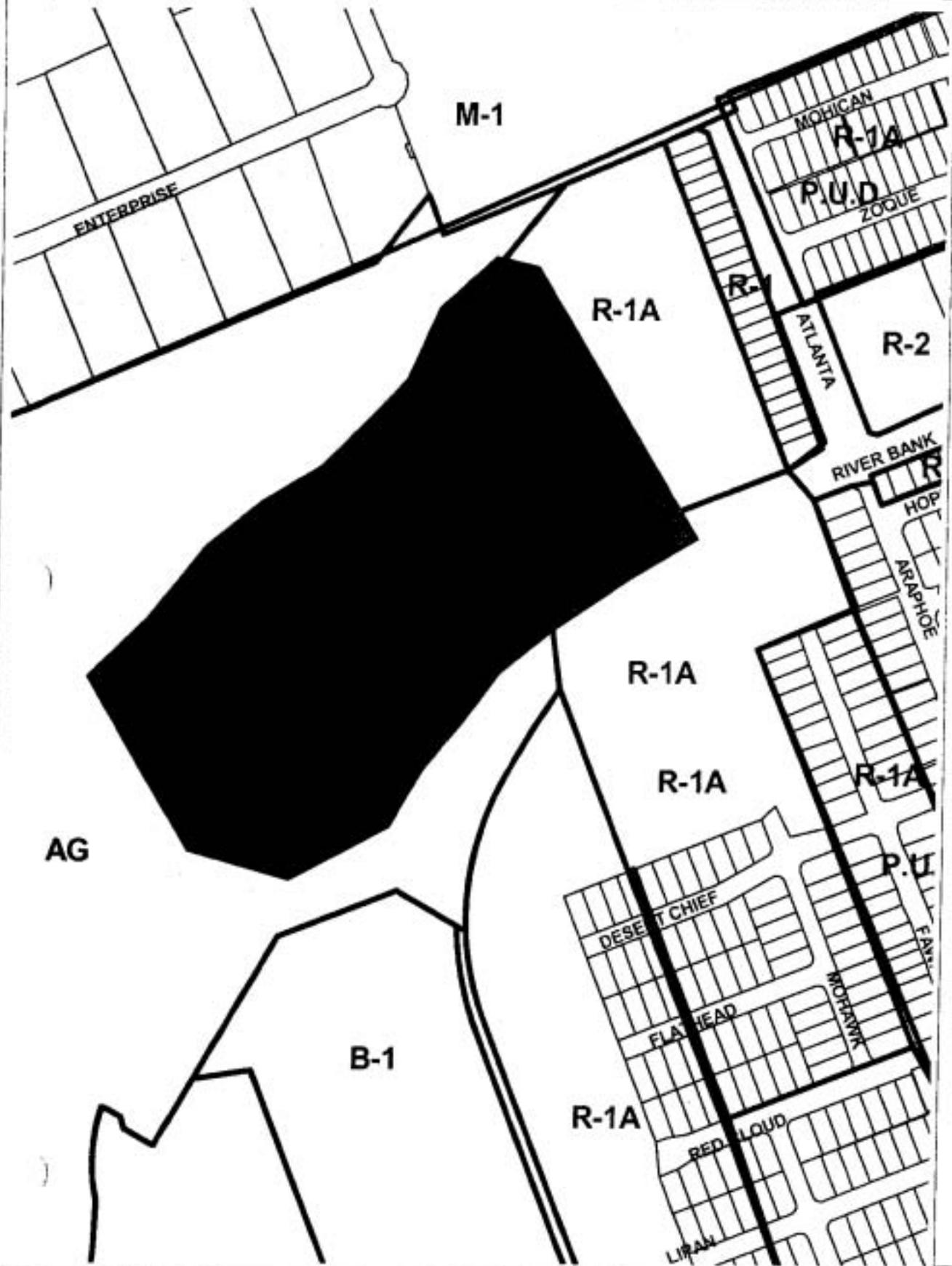


Zone Case

Rezone from Ag (Agricultural District) and R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District)

LOCATION: Future extension of Riverbank Dr

ZC-95-2006



**METES AND BOUNDS DESCRIPTION
20.29 ACRE TRACT**

A tract of land containing 20.29 acres of land, more or less, situated in Survey 2143, Abel Morgan, Original Grantee, Abstract 591 and Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Webb County, Texas, same being out of a tract of land granted to N.W. House, Inc. as recorded in Volume 459, Pages 209-216, Webb County Real Property Records and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron rod at the southwest corner of Lot 22, Block 4 as recorded in Volume 23, Page 28, Webb County Map Records, Indian Sunset Subdivision Phase 7;

Thence, N 21°38'09" W, along the west line of said Lot 22, Block 4 a distance of 17.89 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the left;

Thence, along said arc to the left with a radius of 1526.09 feet, a delta of 10°02'12", a chord and chord bearing of 134.01 feet and S 61°22'08" W to a set 1/2 inch iron rod, a point of continuous curvature to the left, the southeast corner and Point of Beginning of the herein described tract;

Thence, along said arc to the left with a radius of 1489.95 feet, a delta of 32°04'25", a chord and chord bearing of 823.21 feet and S 40°11'18" W, a point of continuous curvature to the left;

Thence, along said arc to the left with a radius of 780.00 feet, a delta of 05°36'15", a chord and chord bearing of 76.26 feet and S 21°20'53" W, a deflection right;

Thence, S 30°03'51" W, a distance of 257.02 feet to a set 1/2 inch iron rod, the most southerly corner of the herein described tract;

Thence, N 59°56'09" W, a distance of 230.89 feet to a set 1/2 inch iron rod, a deflection right;

Thence, N 29°38'09" W, a distance of 465.00 feet to a set 1/2 inch iron rod, the most northwesterly corner of the herein described tract;

Thence, N 33°21'51" E, along the north line of the herein described tract same being the common line with the Robert Mullet Tract as recorded in Volume 1517, Page 357-378, Webb County Real Property Records a distance of 200.00 feet to a set 1/2 inch iron rod, a deflection left;

Thence, N 25°21'51" E, continuing along said north line a distance of 200.00 feet to a set 1/2 inch iron rod, a deflection right;

Thence, N 36°21'51" E, along said north line a distance of 390.00 feet to a set 1/2 inch iron rod, a deflection left;

Thence, N 30°21'49" E, continuing along said north line a distance of 220.00 feet to a set 1/2 inch iron rod, a deflection left;

Thence, N 23°11'13" E, along said north line a distance of 207.93 feet to a set 1/2 inch iron rod, a deflection right;

Thence, N 48°23'20" E, along said north line a distance of 190.55 feet to a set 1/2 inch iron rod, the most northerly corner of the herein described tract;

Thence, S 46°51'57" E, leaving said north line a distance of 111.01 feet to a set 1/2 inch iron rod, a deflection right;

Thence, S 21°38'09" E, a distance of 743.27 feet to return to and close at the Point of Beginning, containing 20.29 acres of land.

State of Texas:
County of Webb:

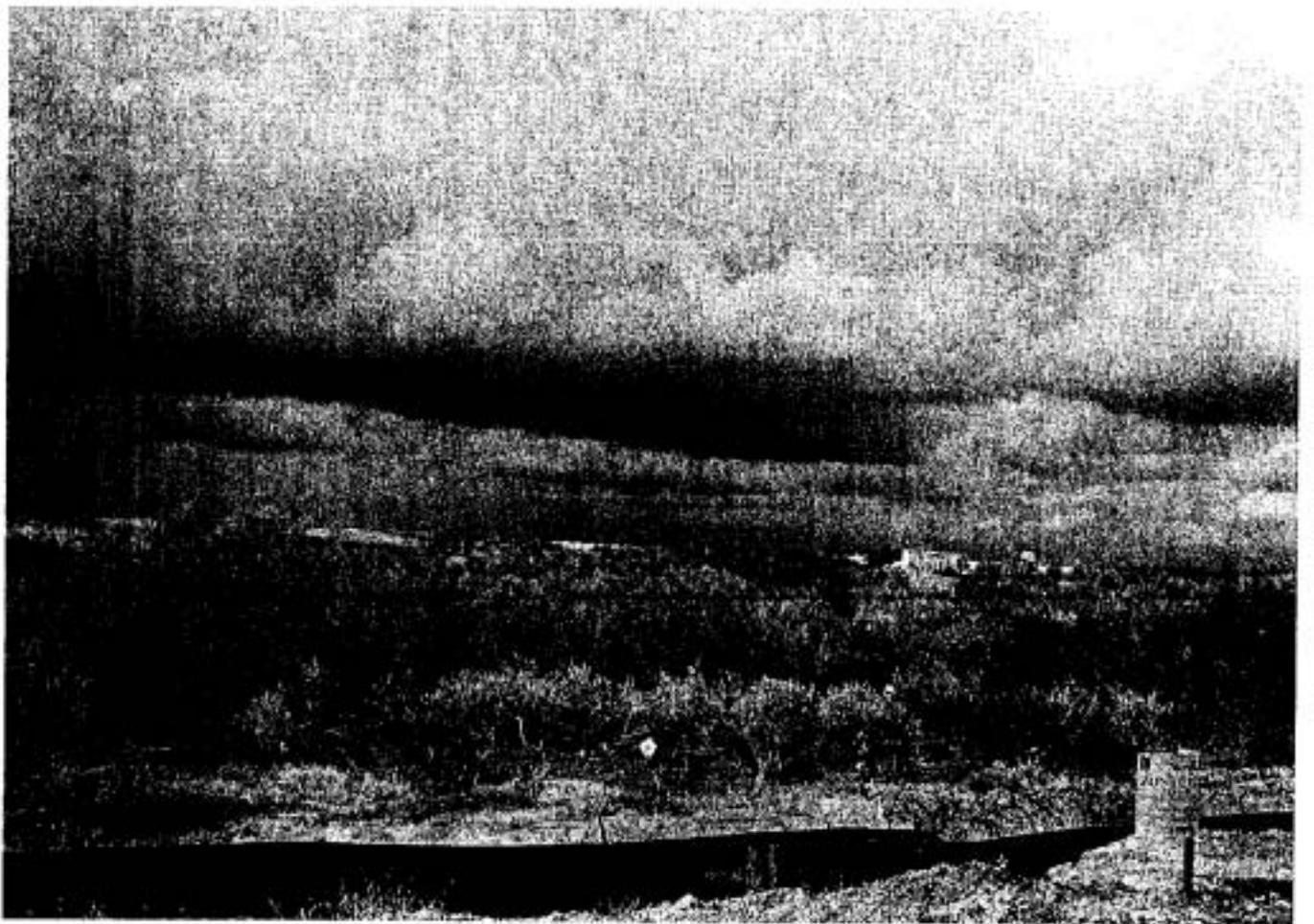
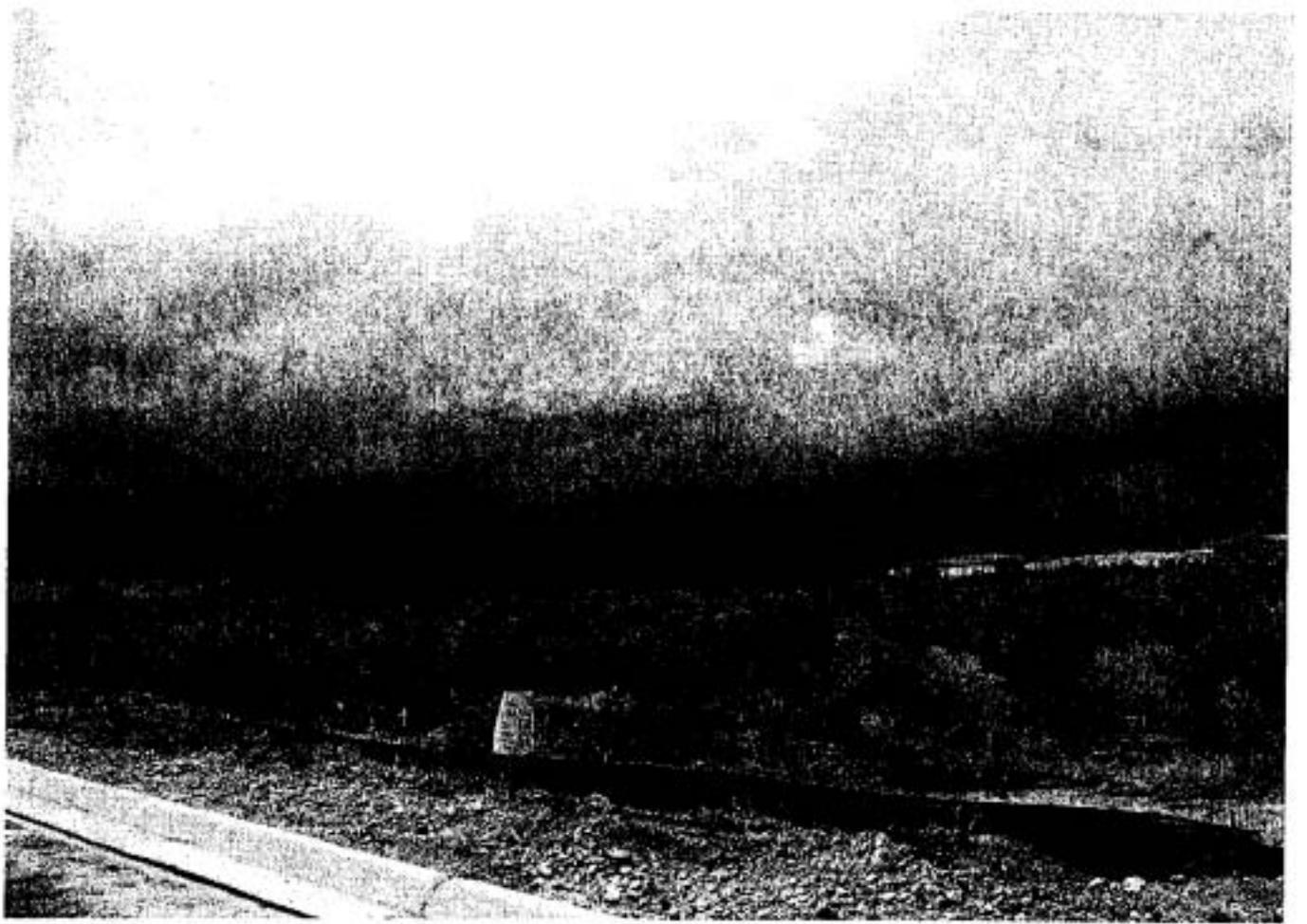
I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" and attached "Plot of Survey" is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.


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

08-31-06
Current Date



Exhibit "A"



COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, 11 and 12, Block 849, Western Division, located at 3220 San Bernardo Avenue, from B-1 (Limited Commercial District) and B-3 (Community Business District) to B-4 (Highway Commercial District). The Planning and Zoning Commission recommended denial of the zone change. ZC-71-2006</p>	
<p>Initiated by: Guillermo and Leonides Ibanez</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: VIII– Juan Ramirez</p> <p>Proposed use: Commercial (During the pre-application conference, the owner stated the proposed use was an amusement redemption machine establishment.)</p> <p>Site: The site is a vacant commercial building.</p> <p>Surrounding land uses: North of the site includes Martinez Imports, Circle K, La Morenita Imports, Pronto Muffler Shop and apartments. South of the property are a nationalization of vehicles, Antique Victorian Gallery, Fine furniture & gifts, Karr’s Imports, La Perlita Bakery, Pancho’s Mexican Imports, El Rincon Rustico, single-family residences and a notary public. West of the site are single-family residences, manufactured homes and apartments. East of the site are Advance Auto Parts, Auto Zone, Quick Bite Restaurant, a nationalization of vehicles, Executive World, Burger King, Pan Am Courts & Coffee Room and El Cortez Motel.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Avenue as a Major Collector.</p> <p>Letters sent to surrounding property owners: 51 In Favor: 1 Opposed: 14</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is inappropriate at this location. The proposed change is not consistent with the Comprehensive Plan’s Retail/Office designation. The proposed B-4 zoning classification is not compatible with the surrounding zones and uses and may introduce more intense uses to the adjacent neighborhood to the west. The property does not meet the location and dimensional criteria for a B-4 district.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 5 to 1 vote, recommended denial of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff does not support the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, San Bernardo is following more of a retail pattern of development.

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

Yes, The surrounding districts are R-3 and B-3.

Will change adversely influence living conditions in the neighborhood?

Yes, the proposed district may introduce more intense and incompatible uses to the adjacent residences.

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

No, the existing zoning district allows for sufficient commercial-type uses.

ORDINANCE NO. 2006-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, 3, 11 AND 12, BLOCK 849, WESTERN DIVISION, LOCATED AT 3220 SAN BERNARDO AVENUE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1, 2, 3, 11 and 12, Block 849, Western Division, located at 3220 San Bernardo Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 3, 2006, and,

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

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

WHEREAS, the City Council has held a public hearing on December 4, 2006, 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 Lots 1, 2, 3, 11 and 12, Block 849, Western Division, located at 3220 San Bernardo Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

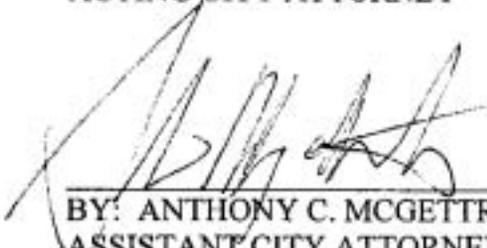
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

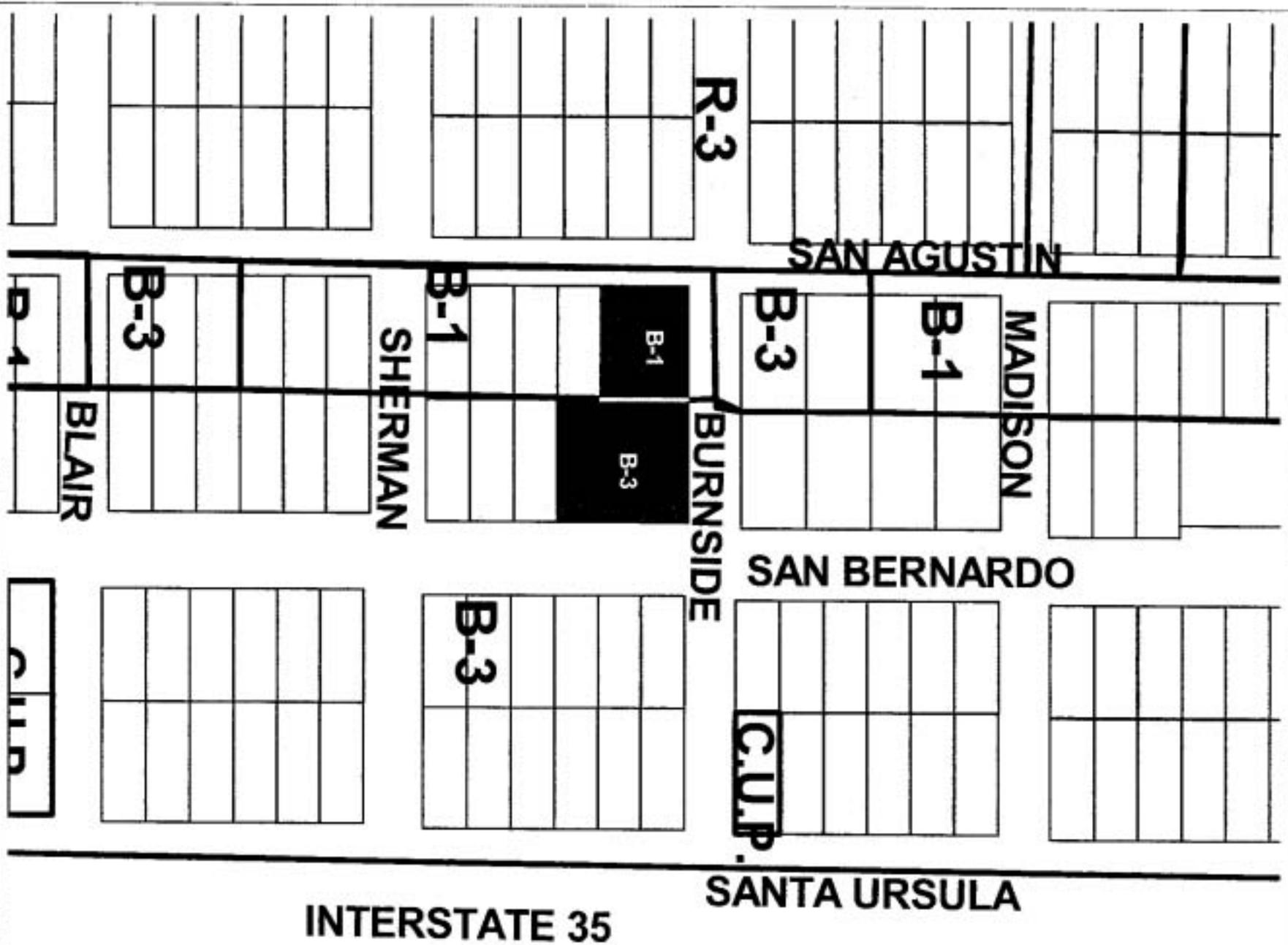


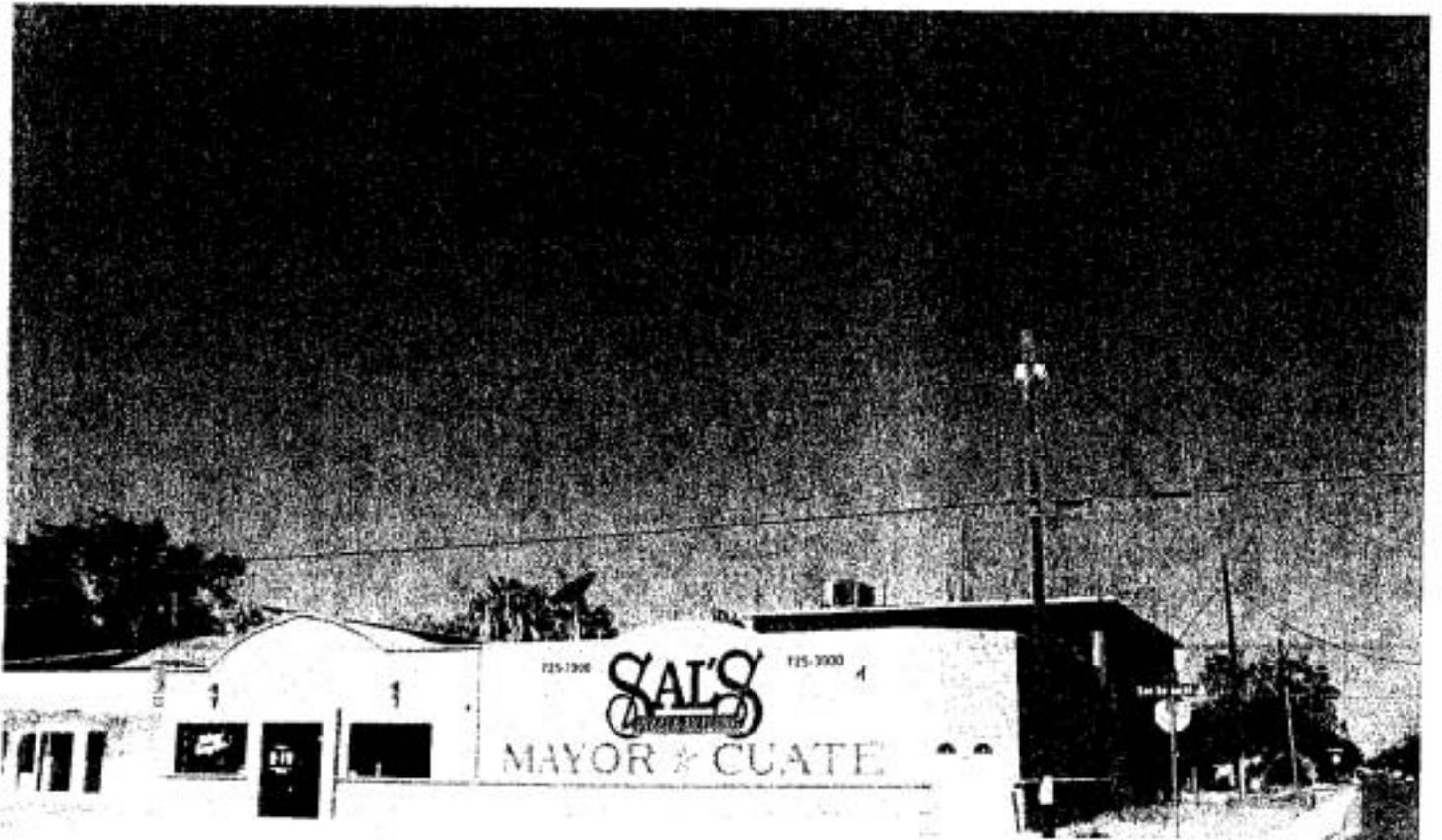
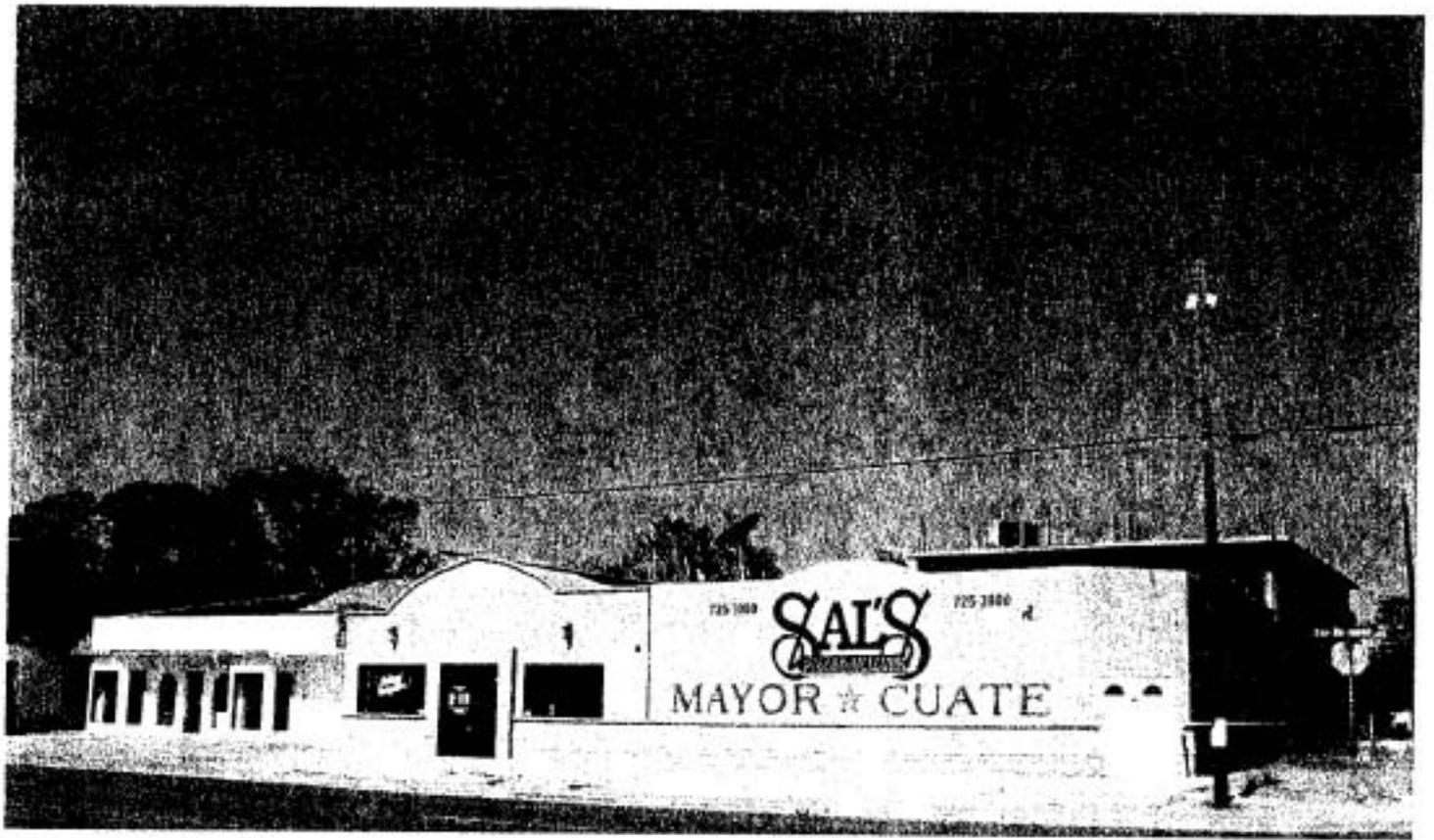
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Zone Case

Rezone from B-1 (Limited Business District and
B-3 (Community Business District)
To B-4 (Highway Commercial District)
LOCATION: 3220 San Bernardo Ave

ZC-71-2006





COUNCIL COMMUNICATION

DATE: 12 / 04 / 2006	SUBJECT: Public Hearing and Introductory Ordinance Amending the City of Laredo FY 2006-2007 Annual Budget by appropriating revenues and expenditures in the amount of \$2,000,000.00 respectively. The revenues are from lease purchase proceeds related to the financing of a new information management system for the Laredo Police and Fire Departments.
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INITIATED BY: Cynthia Collazo Interim City Manager	STAFF SOURCE: Agustin Dovalina, III Chief of Police
---	--

PREVIOUS COUNCIL ACTION:
None

ACTION PROPOSED:
That this ordinance be passed and approved.

BACKGROUND:
The City of Laredo will be entering into a contract for the purchase of a fully integrated information management system solution for the Police and Fire Departments. An information management system solution is requested for combined multi-jurisdiction Law Enforcement/Fire/EMS/CAD, combined multi-jurisdiction law enforcement records management, fire records management, and mobile computing software.

FINANCIAL:			
Police Trust Fund			
	<u>ORIGINAL BUDGET</u>	<u>PROPOSED BUDGET</u>	<u>BUDGET AMENDMENT</u>
REVENUES:			
Lease Purchase Proceeds	-	2,000,000	2,000,000
TOTAL REVENUES	<u>-</u>	<u>2,000,000</u>	<u>2,000,000</u>
EXPENSES:			
Computer Hardware / Software	-	2,000,000	2,000,000
TOTAL EXPENSES	<u>-</u>	<u>2,000,000</u>	<u>2,000,000</u>

RECOMMENDATION: N/A	STAFF: That this Ordinance be approved.
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Ordinance

Amending the City of Laredo FY 2006-2007 Annual Budget by appropriating revenues and expenditures in the amount of \$2,000,000.00 respectively. The revenues are from lease purchase proceeds related to the financing of a new information management system for the Laredo Police and Fire Departments.

Whereas, the City Council previously adopted the budget for fiscal year 2006-2007; and

Whereas, in order to provide the funding necessary to purchase the new information management system, a portion will be financed through a lease purchase agreement, the following budget amendment is hereby proposed.

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

Section 1: The City of Laredo 2006-2007 annual budget is hereby amended in the amount of \$2,000,000.00 from lease purchase proceeds related to the financing of a new information management system for the Police and Fire Departments.

Section 2:
Police Trust Fund

FINANCIAL:

Police Trust Fund

	<u>ORIGINAL BUDGET</u>	<u>PROPOSED BUDGET</u>	<u>BUDGET AMENDMENT</u>
REVENUES:			
Lease Purchase Proceeds	-	2,000,000	2,000,000
TOTAL REVENUES	<u>-</u>	<u>2,000,000</u>	<u>2,000,000</u>
EXPENSES:			
Computer Hardware / Software	-	2,000,000	2,000,000
TOTAL EXPENSES	<u>-</u>	<u>2,000,000</u>	<u>2,000,000</u>

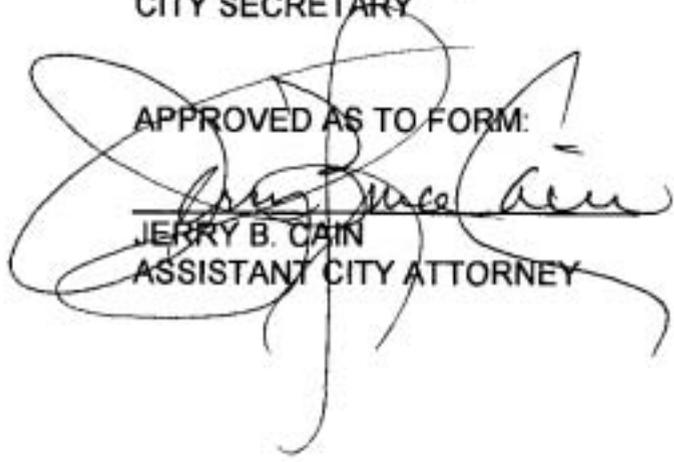
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
____ DAY OF _____, 2006.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



JERRY B. CAIN
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 12/04/2006</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Approving an agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) in the amount of \$28,500.00 and amending the FY 2006-2007 City of Laredo Annual Budget by \$28,500.00. The agreement's purpose is to reimburse cost for overtime and fringe benefits incurred by the Laredo Police Department in providing resources to the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) task force. The term of this agreement is from October 1, 2006 through September 30, 2007.</p>																						
<p>INITIATED BY: Cynthia Collazo, Acting City Manager</p>		<p>STAFF SOURCE: Agustin Dovalina, III, Chief of Police</p>																					
<p>PREVIOUS COUNCIL ACTION None</p>																							
<p>BACKGROUND: The ATF will provide financial resources to state and local law enforcement agencies that target arms and drug trafficking / criminal organizations. Laredo Police officers will be assigned to ATF Task Forces comprised of local, state, and federal law enforcement agencies.</p>																							
<p>FINANCIAL SECTION:</p> <table border="0"> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td></td> <td align="center"><u>Original Budget</u></td> <td align="center"><u>Proposed Budget</u></td> <td align="center"><u>Budget Amendment</u></td> </tr> <tr> <td>ATF Account # 229-0000-323-7059</td> <td align="center">-</td> <td align="center">\$ 28,500</td> <td align="center">\$ 28,500</td> </tr> <tr> <td colspan="4">Expenses:</td> </tr> <tr> <td>Overtime Account # 229-2388-521-1120</td> <td align="center">-</td> <td align="center">\$ 28,500</td> <td align="center">\$ 28,500</td> </tr> </table>				Revenues:					<u>Original Budget</u>	<u>Proposed Budget</u>	<u>Budget Amendment</u>	ATF Account # 229-0000-323-7059	-	\$ 28,500	\$ 28,500	Expenses:				Overtime Account # 229-2388-521-1120	-	\$ 28,500	\$ 28,500
Revenues:																							
	<u>Original Budget</u>	<u>Proposed Budget</u>	<u>Budget Amendment</u>																				
ATF Account # 229-0000-323-7059	-	\$ 28,500	\$ 28,500																				
Expenses:																							
Overtime Account # 229-2388-521-1120	-	\$ 28,500	\$ 28,500																				
<p>RECOMMENDATION: N/A</p>		<p>STAFF RECOMMENDATION: Recommends that Council approve this Ordinance.</p>																					

ORDINANCE #

Approving an agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) in the amount of \$28,500.00 and amending the FY 2006-2007 City of Laredo Annual Budget by \$28,500.00. The agreement's purpose is to reimburse cost for overtime and fringe benefits incurred by the Laredo Police Department in providing resources to the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) task force. The term of this agreement is from October 1, 2006 through September 30, 2007.

Whereas, an agreement with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) will reimburse the City of Laredo in the amount of \$28,500.00 for the over time work by its police officers in joint operational task forces; and

Whereas, the Chief of Police recommends that the City Council authorize the approval of this overtime agreement; and

Whereas, the City Council finds that such a budget amendment should be made and beneficial to the City; and

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

Section 1: the City Manager is hereby authorized to execute an overtime agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

Section 2: The term of this agreement is from October 1, 2006 through September 30, 2007.

Section 3: The FY 2006-2007 City of Laredo Annual Budget is hereby amended as follows:

FINANCIAL SECTION:

Revenues:

	<u>Original Budget</u>	<u>Proposed Budget</u>	<u>Budget Amendment</u>
<i>ATF</i> Account # 229-0000-323-7059	-	\$ 28,500	\$ 28,500

Expenses:

<i>Overtime</i> Account # 229-2388-521-1120	-	\$ 28,500	\$ 28,500
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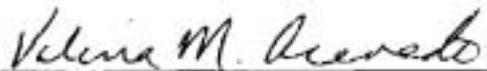
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2007.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



JERRY B. CAIN
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount \$32,400.00 from the City of Laredo Utilities Department for Texas Commission on Environmental Quality (TCEQ) bacteriological required testing of public drinking water supply to be done by the City of Laredo Health Department, Laboratory Services, for the period beginning October 1, 2006 through September 30, 2007.
INITIATED BY: Horacio A. De Leon, Jr. Asst. City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: As the Utilities Department progresses into levels of efficiency, one area that has brought consideration for consolidation is the utilization of the Health Department Laboratory for analysis of the required State regulated bacteriological testing. Through the support of the Health Department lab through payment of services per sample, the Utilities Department can take advantage of a stable laboratory that can provide all services needed in its bacteriological requirements. A Memorandum of Understanding has been established between the City of Laredo Utilities Department for the Health Department, Laboratory to provide. <ol style="list-style-type: none"> 1. full bacteriological testing of the TCEQ required distribution system sample currently at 120 samples per month at a total all inclusive fee of \$15.00 per sample delivered to the laboratory. (120 samples x \$15.00 per sample x 12 months of service = \$21,600) 2. full bacteriological testing of construction samples as delivered to the lab in the approximate amount of 60 samples per month. (60 samples x \$15.00 x 12 months of service = \$10,800). 3. Provide these and other services to the Utilities Department so it can comply with Quality Control and Assurance required by TCEQ, and any other applicable controlling authority. <p>The funds generated will be used by the Health Department laboratory to cover the cost involved of supplies needed for the administration of the bacteriological testing.</p>	
FINANCIAL: The Health Department will receive \$32,400 from the City of Laredo Utilities Department for laboratory services provided during the period beginning October 1, 2006, through September 30, 2007. The revenue account is 226-0000-355-2000 and expenditure account is 226-2926-542-3850.	
RECOMMENDATION:	STAFF: Recommends that Council introduce ordinance.

ORDINANCE

AMENDING THE CITY OF LAREDO FY 2006-2007 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT \$32,400.00 FROM THE CITY OF LAREDO UTILITIES DEPARTMENT FOR TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) BACTERIOLOGICAL REQUIRED TESTING OF PUBLIC DRINKING WATER SUPPLY TO BE DONE BY THE CITY OF LAREDO HEALTH DEPARTMENT, LABORATORY SERVICES, FOR THE PERIOD BEGINNING OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007.

WHEREAS, As the Utilities Department progresses into levels of efficiency, one area that has brought consideration for consolidation is the utilization of the Health Department Laboratory for analysis of the required State regulated bacteriological testing. Through the support of the Health Department lab through payment of services per sample, the Utilities Department can take advantage of a stable laboratory that can provide all services needed in its bacteriological requirements.

WHEREAS, A Memorandum of Understanding has been established between the City of Laredo Utilities Department for the Health Department, Laboratory to provide.

1. full bacteriological testing of the TCEQ required distribution system sample currently at 120 samples per month at a total all inclusive fee of \$15.00 per sample delivered to the laboratory. (120 samples x \$15.00 per sample x 12 months of service = \$21,600)
2. full bacteriological testing of construction samples as delivered to the lab in the approximate amount of 60 samples per month. (60 samples x \$15.00 x 12 months of service = \$10,800).
3. Provide these and other services to the Utilities Department so it can comply with Quality Control and Assurance required by TCEQ, and any other applicable controlling authority.

WHEREAS, The Health Department will provide the City of Laredo Utilities Department for laboratory services a monthly statement of services and requesting payment, during the period beginning October 1, 2006, through September 30, 2007.

WHEREAS, the funds generated will be used by the Health Department laboratory to cover the cost involved of supplies needed for the administration of the bacteriological testing.

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

Section 1: The City Manager is hereby authorized to amend the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount of \$32,400 from the City of Laredo Utilities Department for laboratory services to be provided by the City of Laredo Health Department, for a term beginning October 1, 2006 through September 30, 2007.

Section 2: Revenue line item 226-0000-355-2000 is increased by \$32,400.

Section 3: Expenditure account 226-2926-542-3850 (Laboratory Supplies) is increased by \$32,400.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2006.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
Valeria M. Acevedo
Acting City Attorney**

**ERNESTO A. GARCIA
ASSISTANT CITY ATTORNEY**

MEMORANDUM OF UNDERSTANDING

Between the City of Laredo, Water Utilities Department
and, City of Laredo, Health Department

September 8, 2006

PROJECT: Providing laboratory services in the form of bacteriological testing by the City Health Department, Laboratory Services for TCEQ required bacteriological testing for Public Drinking Water Supply 2400001 (Jefferson Street Water Treatment Plant Supply).

BACKGROUND:

As the Utilities Department progresses into levels of efficiency, one area that has brought consideration for consolidation is the utilization of the Health Department Laboratory for analysis of the required State regulated bacteriological testing. Through the support of the Health Department lab through payment of services per sample, the Utilities Department can take advantage of a stable laboratory that can provide all the services needed in its bacteriological requirements. In addition, due to incoming laboratory requirements to be established by NELAC, the Utilities Department can reduce the necessary implementation costs for this new level of accreditation, and take advantage of the Health Departments required initiation of these new procedures.

With this understanding the City of Laredo Health Department, Laboratory Services agrees to;

1. Providing full bacteriological testing of the TCEQ required distribution system samples currently at 120 samples per month at a total all inclusive fee of \$15.00 per sample delivered to the laboratory. The examination of samples is to take place using the "presence / absence" (Colilert or Quanti-Cult) method as established by TCEQ.
2. Provide full bacteriological testing of construction samples as delivered to the lab in the approximate amount of 60 samples per month.
3. Provide to the Utilities Department at least monthly a statement of services and requested payment.
4. Provide all Chain of Custody forms required for submittal to the lab upon delivery of samples.
5. Provide all Quality Control and Assurance required by TCEQ and any other applicable controlling authority.
6. Provide sample reporting via written format and digital submittal by email when available.
7. Provide immediate notification by phone and fax to the WPC division of the Utilities Department upon identification of positive samples. Procedures for this delivery to be determined by personnel involved in the transfer of information.

8. If an abnormal is detected will report appropriately and timely to TCEQ with a copy to the Utilities Department .
9. Provide documentation custody of Quality Control and Sample Results.
10. Provide a representative to meet and discuss issues of laboratory concern during annual TCEQ inspections.
11. Provide service for testing on a Monday through Thursday basis and any other day for emergency services with results being provided within 24 hours or the next business day morning during weekend reading of results. It is understood sample analysis to be completed in the weekend will be extraordinary services and the Health Department may request compensation for materials and hours worked.
12. Provide the analysis of the "Quanti-tray" method in at least one sample per month frequency for a two year period to comply with Federal LT2 rule and regulations program that will start the month of October 2006.

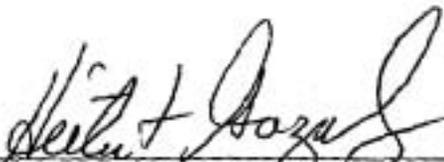
With this understanding the City of Laredo Utilities Department agrees to;

1. Provide sample results review and authorization of the testing fee of \$15.00 to the Finance Department for payment of services on a timely basis but no later than 30 days after receipt of statement of services.
2. Collect samples as per laboratory required procedures and provide samples as per laboratory procedures. Complete procedures to be developed after agreement.
3. Provide all consumable chemicals or materials in our custody for this method to the City Health Department Lab upon agreement of such services.

Agreed by;



Carl M. Schwing
Utilities Department Director



Dr. Hector Gonzalez
Health Department Director 9-8-06

Horacio A. De Leon, Jr.
Assistant City Manager

NOV 13 2006

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount \$25,000 from the University of Texas Health Science Center at San Antonio for the South Texas Family AIDS Network grant award to the City of Laredo Health Department, to include a .27 full-time equivalent position transferred from Account 226-6403 to this grant for the period beginning August 1, 2006 through July 31, 2007.
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INITIATED BY: Horacio A. De Leon, Jr. Asst. City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
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PREVIOUS COUNCIL ACTION: None

BACKGROUND:

The University of Texas Health Science Center at San Antonio (UTHSCSA) as a result of a prime grant to the UTHSCSA from the U.S. Department of Health and Human Services, Health Resources and Services Administration has contracted with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department.

The City of Laredo Health Department will provide comprehensive case management services and mental health/substance abuse assessment to fifty-five (55) Title IV-eligible women, infants, children, and youth to ensure that those presently in care remain in care, to bring newly diagnosed with HIV into care, and to return to care those who currently receive no medical and psychosocial care for their HIV/AIDS disease.

BUDGET ON NEXT PAGE

FINANCIAL: The City of Laredo will receive \$25,000 from UTHSCSA for the HIV/AIDS South Texas Family AIDS Network grant award to the City of Laredo Health Department for the period beginning August 1, 2006, through July 31, 2007. The revenue account is 226-0000-326-2001 and expenditure account is 226- 6026.

RECOMMENDATION:	STAFF: Recommends that Council introduce ordinance.
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CATEGORIES	APPROVED BUD.	
REVENUES		
UTHSCSA GRANT REVENUE	\$	25,000
PROGRAM INCOME		0
TOTAL REVENUES	\$	25,000
EXPENSES		
PERSONNEL	\$	14,283
FRINGE BENEFITS		4,459
TRAVEL		3,104
EQUIPMENT		1,016
SUPPLIES		850
CONTRACTUAL		0
OTHER		1,288
SUB-TOTAL	\$	25,000
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	\$	25,000

PERSONNEL

226-6403

PERSONNEL	CURRENT	CHANGE	APPROVED
BUDGET 226-6403	FTEs	FTEs	FTEs
AIDS Program Coordinator	0.09	-0.09	0
Administrative Assistant II	0.18	-0.18	0
Community Service Aide	0.3		0.3
TOTAL	0.57	-0.27	0.3

226-6026

PERSONNEL	CURRENT	CHANGE	APPROVED
BUDGET 226-6026	FTEs	FTEs	FTEs
AIDS Program Coordinator	0	0.09	0.09
Administrative Assistant II	0	0.18	0.18
TOTAL	0	0.27	0.27

ORDINANCE

AMENDING THE CITY OF LAREDO FY 2006-2007 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT \$25,000 FROM THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO FOR THE SOUTH TEXAS FAMILY AIDS NETWORK GRANT AWARD TO THE CITY OF LAREDO HEALTH DEPARTMENT, TO INCLUDE A .27 FULL-TIME EQUIVALENT POSITION TRANSFERRED FROM ACCOUNT 226-6403 TO THIS GRANT FOR THE PERIOD BEGINNING AUGUST 1, 2006 THROUGH JULY 31, 2007.

WHEREAS, The University of Texas Health Science Center at San Antonio (UTHSCSA) as a result of a prime grant to the UTHSCSA from the U.S. Department of Health and Human Services, Health Resources and Services Administration has contracted with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department.

WHEREAS, The City of Laredo Health Department will provide comprehensive case management services and mental health/substance abuse assessment to fifty-five (55) Title IV-eligible women, infants, children, and youth to ensure that those presently in care remain in care, to bring newly diagnosed with HIV into care, and to return to care those who currently receive no medical and psychosocial care for their HIV/AIDS disease.

WHEREAS, this grant includes funds for .27 full-time equivalent positions (FTEs).

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

Section 1: The City Manager is hereby authorized to amend the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount of \$25,000, from the University of Texas Health Science Center at San Antonio (UTHSCSA) for the South Texas Family AIDS Network of the City of Laredo Health Department, for a term beginning August 1, 2006 through July 31, 2007.

Section 2: Include .27 full-time equivalent positions transferred in from 226-6403.

Section 3: Revenue line item 226-0000-326-2001 funded by the UTHSCSA is hereby increased by \$25,000.

Section 4: Expenditure division 226-6026 is increased by \$25,000.

Section 5: The City Manager is hereby authorized to accept additional funds from the University of Texas Health Science Center at San Antonio in support of the activities funded by these grants.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2006.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
Valeria M. Acevedo
Acting City Attorney**

**ERNESTO A. GARCIA
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Amending the City of Laredo FY 2006-2007 annual budget approved for \$250,000 by reducing \$43,000, to reflect the actual amount base year award of \$200,000 agreed between the County of Webb and the City of Laredo, for the period from October 1, 2005 to September 30, 2009. This fiscal year 7,000.00 funds will be included to cover the cost of Living Adjustment (COLA) as specified on the Interlocal Agreement for the period from October 1, 2006 to September 30, 2007, for a total amount award of \$207,000 this fiscal year, for locally supported public health services to residents of Webb County, including approved full time equivalent position.
INITIATED BY: Horacio A. De Leon, Jr. Asst. City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: On December 12, 2005, Council approved Ordinance 2005-O-313 for \$10,000 additional funds to the Interlocal Agreement between Webb County and the City of Laredo for a total amount of \$200,000, for public health services provided by the Health Department for the term from October 1, 2005 to September 30, 2006.	
BACKGROUND: The City of Laredo, and County of Webb, has been providing public health services for Webb County residents since 1960, initially under a jointly run organization formerly known as the "Laredo-Webb County Health Department". After the creation of the City of Laredo Health Department in November of 1989 from the prior county based department, Webb County opted to contract, through an interlocal agreement, with the City of Laredo for the provision of additional locally supported public health services. Most Health Department services are basically grant supported (State and Federal) and must be furnished to all city and county residents. Certain services, such as environmental health and animal control, are locally funded services that Webb County purchases from the City of Laredo for non-Laredo county residents. As specified through the Interlocal Agreement between the City of Laredo and the County of Webb for the term fiscal year beginning October 1, 2005 and ending September 30, 2009. As agreed for FY 2006 - 2007 the Cost of Living Adjustment (COLA) published by the federal government will have a 4.1% increase to the base year compensation of \$200,000 for the months from October 1, 2006 to December 31, 2006, and a 3.3% increase for the months from January 2006 to September 30, 2007, for a total amount of \$207,000.00. These funds will be applied to defray costs of providing routine comprehensive public health services; however, these funds may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic, (i.e. rabies, cholera) or intervention of emerging or new diseases or public health threats (chemical, biological) in areas of the County outside the City. Therefore, a contact person will be named by the County to serve as a point of contact to discuss these type of public health threats, and its intervention.	
FINANCIAL: County of Webb shall provide a total amount of \$207,000.00 to the City of Laredo for public health services to non-Laredo residents. Funding decrease will be reflected in 226-2930 and 226-2931 accounts. The revenue acct is 226-0000-325-0000.	
RECOMMENDATION:	STAFF: Recommends that the Council introduce the ordinance.

ORDINANCE

AMENDING THE CITY OF LAREDO FY 2006-2007 ANNUAL BUDGET APPROVED FOR \$250,000 BY REDUCING \$43,000, TO REFLECT THE ACTUAL AMOUNT BASE YEAR AWARD OF \$200,000 AGREED BETWEEN THE COUNTY OF WEBB AND THE CITY OF LAREDO, FOR THE PERIOD FROM OCTOBER 1, 2005 TO SEPTEMBER 30, 2009. THIS FISCAL YEAR 7,000.00 FUNDS WILL BE INCLUDED TO COVER THE COST OF LIVING ADJUSTMENT (COLA) AS SPECIFIED ON THE INTERLOCAL AGREEMENT FOR THE PERIOD FROM OCTOBER 1, 2006 TO SEPTEMBER 30, 2007, FOR A TOTAL AMOUNT AWARD OF \$207,000 THIS FISCAL YEAR, FOR LOCALLY SUPPORTED PUBLIC HEALTH SERVICES TO RESIDENTS OF WEBB COUNTY, INCLUDING APPROVED FULL TIME EQUIVALENT POSITION.

WHEREAS, the City of Laredo, and County of Webb, has been providing public health services for Webb County residents since 1960, initially under a jointly run organization formerly known as the "Laredo-Webb County Health Department". After the creation of the City of Laredo Health Department in November of 1989 from the prior county based department, Webb County opted to contract, through an interlocal agreement, with the City of Laredo for the provision of additional locally supported public health services. Most Health Department services are basically grant supported (State and Federal) and must be furnished to all city and county residents. Certain services, such as environmental health and animal control, are locally funded services that Webb County purchases from the City of Laredo for non-Laredo county residents; and

WHEREAS, these funds will be applied to defray costs of providing routine comprehensive public health services; however, these funds may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic, (i.e. rabies, cholera) or intervention of emerging or new diseases or public health threats (chemical, biological) in areas of the County outside the City. Therefore, a contact person will be named by the County to serve as a point of contact to discuss these type of public health threats, its intervention.

WHEREAS, this agreement is for a total of \$207,000 for the period of October 1, 2006 through September 30, 2007, with the decrease in funding of \$43,000 to be reflected in accounts 226-2930 and 226-2931.

WHEREAS, this interlocal agreement includes one (1) full-time equivalent Sanitarian I position, with funds to cover this FTE to be transferred to salaries in Division Account 226-2930.

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

Section 1: The City Manager is hereby authorized to amend the City of Laredo FY 2006-2007 annual budget of \$250,000, by reducing the amount of \$43,000, and authorizing the City Manager to renew the interlocal agreement for FY 2006-2007

between the City of Laredo and the County of Webb for the total amount of \$207,000 this fiscal year for locally supported public health services to residents of Webb County, for the period beginning October 1, 2006, through September 30, 2007, with approved of one (1) Sanitarian I full-time equivalent position.

Section 2: Revenue line item 226-0000-325-0000 is hereby decreased by \$43,000 for a total amount of \$207,000.

Section 3: Expenditure division is decreased by \$43,000.

Section 4: The City Manager is hereby authorized to make transfers within the budget 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 _____, 2006.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:
Valeria M. Acevedo, Acting City Attorney



**ERNESTO A. GARCIA
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: December 04, 2006	SUBJECT: Public Hearing / Introductory Ordinance Accepting a grant in the amount of \$25,000.00 from the Texas Department of Transportation for enforcement of Impaired Driver Mobilization and amending the City of Laredo FY 07 Annual Budget in the amount of \$25,000.00. This grant is for overtime salaries, including fringe benefits, and is funded 100% by the Texas Department of Transportation for a full year.		
INITIATED BY: Cynthia Collazo Interim City Manager	STAFF SOURCE: Agustin Dovalina, III. Chief of Police		
PREVIOUS COUNCIL ACTION: None.			
ACTION PROPOSED: That this Ordinance be passed and approved.			
BACKGROUND: The Texas Department of Transportation has made a grant entitled <i>Impaired Driver Mobilization Campaign</i> available to the Laredo Police Department. The grant will pay for overtime salaries and fringe benefits for police officers for the enforcement and deterrence of <i>Impaired Driving (DWI)</i> . Public information materials will also be available under this grant.			
FINANCIAL:			
	Budget	Proposed Budget	Budget Amendment
Revenues:			
<u>TxDOT/IDM</u>	\$50,000	\$25,000	-\$25,000
Total Revenues	<u>\$50,000</u>	<u>\$25,000</u>	<u>-\$25,000</u>
Expenditures:			
Personnel	\$50,000	\$25,000	-\$25,000
Total Expenditures	<u>\$50,000</u>	<u>\$25,000</u>	<u>-\$25,000</u>
RECOMMENDATION:		STAFF:	
N/A		Recommends that Council approve this Ordinance.	

ORDINANCE

Accepting a grant in the amount of \$25,000.00 from the Texas Department of Transportation for enforcement of Impaired Driver Mobilization and amending the City of Laredo FY 07 Annual Budget in the amount of \$25,000.00. This grant is for overtime salaries, including fringe benefits, and is funded 100% by the Texas Department of Transportation for a full year.

Whereas, there is available to the City of Laredo a grant entitled *Impaired Driver Mobilization* Enforcement Effort from the Texas Department of Transportation for a program which would pay for overtime salaries for off duty police officers for the enforcement of Driving While Impaired law during December 2006 – September 03, 2007; and

Whereas, the Police Chief Recommends that the Council authorize acceptance of a grant for such a program in the amount of \$25,000 for fiscal year 2007; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City.

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

Section 1: Accepting a grant from the Texas Department of Transportation in the amount of \$25,000 for the enforcement of the Impaired Driver law and maintain an Enforcement Effort from December 2006 through September 2007

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

Section 3: Financial - The fiscal year 2007 budget is hereby amended as follows:

FINANCIAL:

	Budget	Proposed Budget	Budget Amendment
Revenues:			
<u>TxDOT/IDM</u>	\$50,000	\$25,000	-\$25,000
Total Revenues	<u>\$50,000</u>	<u>\$25,000</u>	<u>-\$25,000</u>
Expenditures:			
Personnel	\$50,000	\$25,000	-\$25,000
Total Expenditures	<u>\$50,000</u>	<u>\$25,000</u>	<u>-\$25,000</u>

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2006.

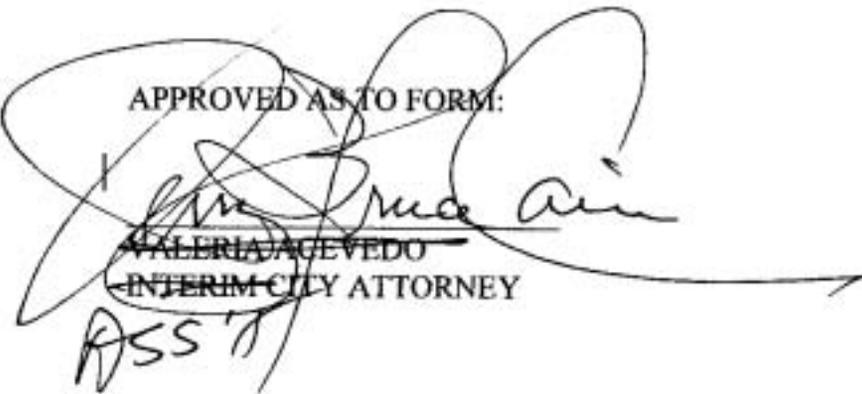
Raul Salinas
MAYOR

ATTEST:

|

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:


~~VALERIA AGUEDO~~
INTERIM CITY ATTORNEY

ASS'T

COUNCIL COMMUNICATION

DATE: 12-04-06	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE IN THE EMPLOYMENT OF THE CITY OF LAREDO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.	
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Daniel E. Migura, Jr. Human Resources Department	
PREVIOUS COUNCIL ACTION: During the November 20, 2006 City Council meeting, Council instructed staff to proceed with the introductory ordinance as presented.		
BACKGROUND: Recently, the City made presentations to various bond rating agencies. Fitch shared some concerns regarding the City's funding ratio for future pension liability. Fitch is a prominent bond rating agency advisor for the City of Laredo in New York City, New York. In order to reduce funding and exposure and improve the City's future funding ratio. The City will remove the transfer benefit for updated service credits for employees hired after December 31, 2006.		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: None	STAFF RECOMMENDATION: City Council approves said ordinance as introduced.	

ORDINANCE

AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE IN THE EMPLOYMENT OF THE CITY OF LAREDO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

WHEREAS, the City of Laredo is a participating municipality in the Texas Municipal Retirement System; and

WHEREAS, the City currently offers a transfer benefit for employees hired from other participating TMRS agencies; and

WHEREAS, the City desires to limit the unfunded liability of the pension contributions to improve the City's financial position for future bond ratings; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS:

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is 100% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made in the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the

sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the municipality accumulation fund of the System.

Section 3. Effective date.

Dates of Allowances and Increases. The initial allowance of Updated Service Credit and increase in retirement annuities hereunder shall be effective on January 1, 2007, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

Passed and approved this the _____ day of _____, 2006.

RAUL SALINAS, MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY



V. MELISSA SALDAÑA
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/4/06	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Amending the City of Laredo FY 2006-2007 approved Full Time Equivalent positions (FTE's) for General Fund by creating eleven (11) Patrol Officer Cadets to staff the Police substation at Cielito Lindo. Funding is available in General Fund. Contingent upon approval of Motion #40.	
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Agustin Dovalina III, Police Chief	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: These eleven (11) full time equivalent positions will staff Police substation at Cielito Lindo and will be filled through the Police academy initiated on January 2007. Construction of the Cielito Lindo Police Substation is estimated to be completed by middle of 2007.		
FINANCIAL IMPACT: Total estimated financial impact for the eleven full time equivalent positions is \$507,716. Total estimated cost will be funded by Police Department \$236,596, General Fund estimated salary saving for the first quarter \$178,863, and an estimated amount of \$92,257 from Alarm Permit Fee increase.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: That the Public Hearing is held and the ordinance be introduced.	

Ordinance

Amending the City of Laredo FY 2006-2007 approved Full Time Equivalent positions (FTE's) for General Fund by creating eleven (11) Patrol Officer Cadets to staff the Police substation at Cielito Lindo. Funding is available in General Fund. Contingent upon approval of Motion #40.

Whereas, the City of Laredo FY 2006-2007 Full Time Equivalent Positions be amended to reflect the new FTE's for eleven(11) Patrol Officer Cadets; and

Whereas, the total funding needed to fund the eleven (11) Patrol Officer Cadet positions is estimated to be \$507,716; and

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

Section 1: The City Manager is hereby authorized to create eleven (11) Patrol Officer Cadet positions at an estimated cost of \$507,716

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 12/04/06</p>	<p>SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a lease with Khaledi Bridge of the Americas Ltd, for the lease of premises located at the corner of Convent and Water Street of approximately 22,779 square feet of unfinished retail space of the Bridge of the Americas Project, copy of which is attached as Exhibit A. Lease shall be for a term of twenty (20) years from date of beneficial occupancy. Annual Rent shall consist of three separate categories of rent payments: (a) Minimum Annual Rent, (b) Percentage Rent and (c) Non-Retail Space Rent.</p>
<p>INITIATED BY: Rafael Garcia, Assistant City Manager</p>	<p>STAFF SOURCE: Rafael Garcia, Assistant City Manager</p>
<p>PREVIOUS ACTION: On February 6, 2006 City Council approved a motion to negotiate with the sole qualified bidder Khaledi Bridge of the Americas, Ltd. On November 6, 2006 an executive session was held, following which, in open meeting, Council authorized some final changes, and disapproved of others, and directed that lessee sign the lease within a specified time period of 5 days from finalization. The changes have been made and lessee has signed the lease.</p>	
<p>BACKGROUND: The City is the owner of the new Premises located at the corner of Convent and Water Street in Laredo, Texas. The City has solicited proposals for the lease of the Premises and has negotiated the lease with the tenant for tenant's operation of one or more retail outlets and/or sublease of the Premises for the same purpose.</p> <p>Annual rent shall consist of three separate categories of rent payments: (a) Minimum Annual Rent, (b) Percentage Rent and (c) Non-Retail Space Rent.</p> <p>Minimum Annual Rent : Tenant shall pay a Minimum Annual Rent on a monthly basis to the City for the Premises, as follows:</p> <p>Years 1-4.....\$546,696.00 per year payable in equal monthly installments of \$45,558.00 Years 5-8.....\$563,096.88 per year payable in equal monthly installments of \$46,924.74 Years 9-12.....\$579,497.76 per year payable in equal monthly installments of \$48,291.48 Years 13-16.....\$595,898.64 per year payable in equal monthly installments of \$49,658.22 Years 17-20.....\$615,033.00 per year payable in equal monthly installments of \$51,252.75</p> <p>Percentage Rent: In addition to the Minimum Annual Rent, Tenant shall pay to the City as Percentage Rent one percent (3%) of each dollar of Gross Retail Sales that exceeds the following annual break points.</p> <p>Years 1-4.....\$400 per square foot of retail space Years 5-8.....\$412 per square foot of retail space Years 9-12.....\$424 per square foot of retail space Years 13-16.....\$437 per square foot of retail space Years 17-20.....\$450 per square foot of retail space</p> <p>Non-Retail Space Rent: In addition to the Minimum Annual Rent Tenant shall be responsible to pay to the City additional Non-Retail Space Rent for the total square footage leased to those businesses that are not in retail sales, such as, but not limited to, banking institutions, money exchange operations, foreign exchange operations, or any other business or person which provides professional or personal services. Instead of paying a percentage rent, such Tenant shall pay monthly a Non-Retail Space rent based on the average square foot Percentage Rent received by the City. Non-Retail Space Rent shall be calculated on a per-unit basis, and shall be payable monthly.</p>	
<p>FINANCIAL: Bridge Fund Building Rents El Portal Account# 553-0000-361-1090</p>	
<p>COMMITTEE RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION: It is recommended that this ordinance be introduced.</p>

ORDINANCE NO.

Authorizing the City Manager to execute a lease with Khaledi Bridge of the Americas Ltd, for the lease of premises located at the corner of Convent and Water Street of approximately 22,779 square feet of unfinished retail space of the Bridge of the Americas Project, copy of which is attached as Exhibit A. Lease shall be for a term of twenty (20) years from date of beneficial occupancy. Annual Rent shall consist of three separate categories of rent payments: (a) Minimum Annual Rent, (b) Percentage Rent and (c) Non-Retail Space Rent.

WHEREAS, the City Council of the City of Laredo authorized going out for bid proposals for the leasing of approximately 22,779 square feet of unfinished retail space of the Bridge of the Americas Project located at the corner of Convent and Water Street; and

WHEREAS, on January 12, 2006, Khaledi Bridge of the Americas Ltd. submitted a proposal meeting minimum requirements regarding the proposed lease, which proposal was received, opened and read in public; and

WHEREAS, following negotiations with the prospective tenant, a final form of lease was agreed and approved by the City Council, and has been signed by the tenant as directed by the City Council in order to evince tenant's agreement to the final draft; and

WHEREAS, the basic elements of said lease are as follows:

Minimum Annual Rent: Tenant shall pay a Minimum Annual Rent on a monthly basis to the City for the Premises, as follows:

Years 1-4.....\$546,696.00 per year payable in equal monthly installments of \$45,558.00
Years 5-8.....\$563,096.88 per year payable in equal monthly installments of \$46,924.74
Years 9-12.....\$579,497.76 per year payable in equal monthly installments of \$48,291.48
Years 13-16.....\$595,898.64 per year payable in equal monthly installments of \$49,658.22
Years 17-20.....\$615,033.00 per year payable in equal monthly installments of \$51,252.75

Percentage Rent: In addition to the Minimum Annual Rent, Tenant shall pay to the City as Percentage Rent one percent (3%) of each dollar of Gross Retail Sales that exceeds the following annual break points.

Years 1-4.....\$400 per square foot of retail space
Years 5-8.....\$412 per square foot of retail space
Years 9-12.....\$424 per square foot of retail space
Years 13-16.....\$437 per square foot of retail space
Years 17-20.....\$450 per square foot of retail space

Non-Retail Space Rent: In addition to the Minimum Annual Rent Tenant shall be responsible to pay to the City additional Non-Retail Space Rent for the total square footage leased to those businesses that are not in retail sales, such as, but not limited to, banking institutions, money exchange operations, foreign exchange operations, or any other business or person which provides professional or personal services. Instead of paying a percentage rent, such Tenant shall pay monthly a Non-Retail Space rent based on the average square foot Percentage Rent received by the City. Non-Retail Space Rent shall be calculated on a per-unit basis, and shall be payable monthly.

WHEREAS, the effective date of the lease shall be the date on which the City and tenant execute this lease. The term of the lease Commences on the date of beneficial occupancy as defined in Section 2.1.1 of the lease copy of which is attached as Exhibit A. Tenant shall have an option to renew the lease for an additional twenty (20) year term to be governed by the provisions of Article 23 of the lease.

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

Section 1: it approves of the lease with Khaledi Bridge of the Americas, Ltd., copy of which is attached hereto as Exhibit A; and

Section 2: it authorizes the Acting City Manager to execute the said lease with Khaledi Bridge of the Americas Ltd. for the approximately 22,779 square feet of unfinished retail space of the Bridge of the Americas Project located at the corner of Convent and Water Street, the terms of which are embodied in copy of the lease which is Exhibit A attached hereto.

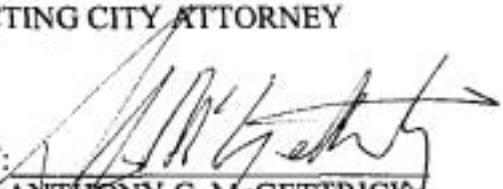
PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

BY: 
ANTHONY C. McGETTRICK
ASSISTANT CITY ATTORNEY

Retail Lease

For

Bridge of the Americas Project
Laredo, Texas

between

City of Laredo, Texas

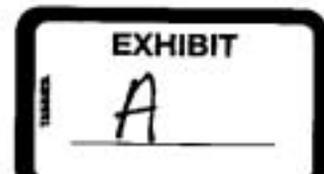
and

Khaledi Bridge of the Americas Ltd.

BY *[Signature]*
2008 NOV 17 PM 4:41

CITY OF LAREDO
CITY CLERK
REC'D

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This Retail Lease Agreement for Bridge of the Americas Project, hereinafter "Lease" is entered into this ____ day of _____, 2006, by and between the City of Laredo, Texas (the "City"), as authorized by Ordinance No. ____ dated _____ and Khaledi Bridge of the Americas Ltd ("Tenant"), whose principal place of business is located at 1213 Grant St., Laredo, Texas 78040 one or both of which may be referred to hereafter as a "Party" or "Parties".

WITNESSETH:

Tenant acknowledges that the City has selected Tenant based upon its proposal resulting from the City's advertising for proposals, and this Agreement is in part based upon the City's reliance on the information submitted through the proposal process with such proposal being modified as per this Agreement, with such proposal being incorporated herein as though fully set forth, for reference purposes. In the event of any ambiguity or conflict between the proposal and this Agreement, the Agreement will control.

RECITALS

1. The City is the owner the Premises located at the corner of Convent and Water Street in Laredo, Texas.

2. The City has solicited proposals for the lease of the Premises and has negotiated the Agreement with Tenant to operate one or more retail outlets and/or sublease the Premises for the same purpose.

3. The City desires to grant to Tenant the tenant rights specified in this Agreement and to establish the terms and conditions for the operation of commercial businesses within the Premises.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1. PREMISES AND PRIVILEGES

Section 1.1 - Premises:

The City hereby leases and rents to Tenant approximately 22,779 square feet of unfinished retail space (the "Premises") as designated and delineated on Exhibit A, the plans attached hereto and incorporated herein, including any improvements to be made thereon or modifications to be made thereto. The premises shall be delivered to Tenant as unfinished shell space, in compliance with local Uniform Building Code requirements and shall, at a minimum, include the following, all at the City's sole cost and expense (the "City's Work").

- (a) Exterior walls, roof, and complete storefront, including finishes (as set out in Exhibit A);
- (b) Electrical rough-out for meters at every column bay not to exceed 14 meters;
- (c) Plumbing knock outs in the slab as described in Exhibit B.
- (d) Emergency and exit lighting as specified for pre-finished

Sub

- space;
- (e) All exterior doors and hardware to include a set of doors between every bay not to exceed 14 doors;
- (f) Concrete floor;
- (g) Freight Elevator shall have a minimum weight capacity Of 4,000 lbs, Opening Size of 4 Ft.0 In., Cab Height of 8' Ft. 0" In., Pit Dept of 4 Ft. 0 In., Overhead of 12 Ft. 3 In.,

Platform Width of 6 Ft. 0 In., Platform Depth of 8' Ft. 10" In., Hatch Width of 7 Ft. 4 In., Hatch of 11 Ft. 3.50 In.

The cost of the elevator and shaft shall not exceed \$150,000.

- (h) Air condition system allowance not to exceed \$250,000.00

1.2 The City's Work shall be performed by the City, at its sole cost and expense, and the City shall obtain and pay for all licenses and permits necessary or required by law for the construction and/or installation thereof. Furthermore, the City's Work shall be completed (i) substantially in accordance with the aforementioned plans and specifications, and (ii) in a good and workmanlike manner, utilizing only new materials and in accordance with all applicable building and zoning codes and regulations adopted by applicable federal, state and local governing authorities.

1.3 Tenant shall operate the facilities pursuant to the terms and conditions set forth and/or incorporated in this Agreement.

1.4 Tenant shall have access for entry and exit into the premises via the sidewalk areas as shown on the attached Exhibit A. This area includes all alleyways, behind the building . Any encroachments and/or utility poles will be removed prior to commencement of rent.

Section 1.5 - Signage and Advertising.

Any sign, advertising or notice to be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the exterior of the Premises shall be in full compliance with City's ordinances regulating signage and advertising. Further, all such signage, advertisements or notices must be only in such place , number, size, color and style as are previously approved by the City at its sole and absolute discretion. City shall not unreasonably deny Tenant's requests for signage and advertising on the Premises. All of Tenant's signs, advertisements and notices that are approved by the City shall be obtained and installed by Tenant at its sole cost and expense. If any sign, advertisement or notice that has not been approved by City is exhibited by Tenant, City shall have the right to remove the same at Tenant's expense. City shall have the right to prohibit any advertisement of or by Tenant which in City's opinion tends to impair the reputation of the Premises or its desirability as a high-quality building, and, upon written notice from City, Tenant shall immediately refrain from and discontinue any such advertisement, sign or notice on any part of the Premises.

**ARTICLE 2.
TERM**

Section 2.1 - Term

2.1.1. The term of this lease shall be twenty (20) years: That is: it commences on the date of beneficial occupancy (the "DBO") and ends on the day before the 20th anniversary, unless terminated sooner as provided in this lease. The effective date of this lease shall be the date on which the city and tenant execute this lease. The DBO shall be the date on which the tenant, or any subtenant of tenant, opens up for business to the public. Such date shall not be more than 14 months after delivery of possession of the premises to the tenant. In the event that the tenant, or any subtenant of tenant, opens for business on the premises or a portion of the premises, prior to the end of the 14 month period specified in this paragraph, the entire minimum annual rent commences, and as to the percentage rent, it shall be calculated, of course, on the portion of the premises open to business. Therefore, the DBO, and the date of commencement of the term of this lease shall be on the earlier of the following two dates: the date on which tenant or any subtenant of tenant opens for business, or 14 months after delivery of possession of the premises to the tenant. The city and tenant shall sign a written addendum to this Section 2.1.1 confirming the DBO on which date the term begins and the rents become operative.

2.1.2 The Premises shall be delivered to Tenant by no later than 8 months from the date of execution of this Agreement. Failure to deliver premises by this date shall give Tenant the right, but not the obligation, to terminate this Lease, in which event this Lease shall be deemed null and void and of no further force and effect, and the parties shall be released from all further obligations hereunder; provided that, in the event Tenant terminates this Lease as aforesaid, the City shall reimburse Tenant for any sums paid to the City pursuant to this Agreement. The City agrees that delivery of the premises shall mean that Tenant and its subcontractors shall have reasonable access to the premises to complete its finish out.

Section 2.2 - Due Diligence

Prior to making any alterations, additions or improvements to the Premises, Tenant shall obtain the City's written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. The City shall approve such plans and specifications within fourteen (14) days of the date such plans are received from Tenant ("Submittal Date"). If the City does not respond within such 14-day period, its approval shall be deemed granted. Nothing in this Section shall constitute a limitation of the requirements concerning improvements in Article 7 of this Agreement. Tenant shall be permitted, without City's consent, to make alterations, additions and changes in and to the interior of the Premises (except those of a structural, electrical or mechanical nature) so long as the cost of such alterations, additions and changes do not exceed \$100,000.00 during any calendar year.

**ARTICLE 3.
FEES AND PAYMENTS**

Section 3 - Annual Rental

Annual Rent shall consist of three separate categories of rent payments: (a) Minimum Annual Rent, (b) Percentage Rent and (c) Non-Retail Space Rent , as defined below.

3.1.1 **MINIMUM ANNUAL RENT:** Tenant shall pay a Minimum Annual Rent on a monthly basis to the City for the Premises, as follows:

Years 1-4.....\$546,696.00 per year payable in equal monthly installments of \$ 45,558.00.

Years 5-8..... \$ 563,096.88 per year payable in equal monthly installments of \$46,924.74.00

Years 9-12.....\$ 579,497.76 per year payable in equal monthly installments of \$ 48,291.48

Years 13-16.....\$ 595,898.64 per year payable in equal monthly installments of \$ 49,658.22

years 17-20.....\$ 615,033.00 per year payable in equal monthly installments of \$ 51,252.75

3.1.2 **PERCENTAGE RENT:** In addition to the Minimum Annual Rent hereinabove specified, Tenant shall be responsible to pay to the City additional rent based on Gross Retail Sales ("Percentage Rent"), it being understood and agreed that the rents collected by Tenant from any subtenants in the Premises shall not be deemed to be Gross Retail Sales for the purposes of calculating Percentage Rent. Tenant shall pay to the City as Percentage Rent three percent (3%) of each dollar of Gross Retail Sales that exceeds the following annual break points.

Years 1-4 \$ 400 per square foot of retail space
Years 5-8 \$ 412 per square foot of retail space
Years 9-12 \$ 424 per square foot of retail space
Years 13-16 \$ 437 per square foot of retail space
Years 17-20 \$ 450 per square foot of retail space

3.1.3 For purposes hereof, "Gross Retail Sales" shall mean all sales of every kind and nature by Tenant or subtenants from the operation of the Premises whether for cash or credit, excluding as to Tenant and all subtenants:

- (a) sales or excise taxes or other similar taxes stated separately and collected from a customer for remittance to a taxing authority;
- (b) interest on bank accounts;
- (c) insurance proceeds, dividends, audit return premiums and retrospective rating adjustments received from any insurance policies pertaining to physical loss or damage to the Premises or any part thereof;
- (d) condemnation awards or payments received in lieu of condemnation of the Premises or any part thereof;
- (e) discounts on sales to Tenant's or subtenants' employees, provided the total amount of this exclusion in any year shall be limited to one percent (1%) of Gross Retail Sales;
- (f) any trade discounts, refunds and rebates received in connection with the purchase of personal property;
- (g) sales of Tenant's or subtenants' trade fixtures, machinery and equipment not in the ordinary course of Tenant's or subtenants' business;
- (h) bona fide transfers/exchanges of merchandise from the Premises to any other stores or warehouses of Tenant or subtenants;
- (i) returns to manufacturers, suppliers or shippers;
- (j) sales canceled and cash refunded or credit allowed on merchandise returned by customers and accepted by Tenant or subtenants, or the amount of cash refunded or credit allowed thereon in lieu of Tenant's or subtenants' acceptance thereof;
- (k) interest, service or sales carrying charges paid by customers for extension of credit on sales, and where not included in the merchandise sales price; delivery charges or separately stated charges for gift wrapping rendered to Tenant's or subtenants' customers;
- (l) receipts from public telephones, stamp machines or vending machines; and
- (m) promotional markdown coupons.
- (n) "Sales" by banking institutions, money exchange operations, foreign exchange operations or any other business or person that provides professional or personal services. (for Non-Retail Space area rent applicable to those business entities, see Section 3.1.5 below.)

3.1.4. Percentage Rent shall be calculated on a per-unit basis, and shall be payable monthly. The monthly percentage rent is due on or before the first day of the second month following each calendar month in the Term. The monthly payment is determined as follows:

- (a) For any separately leased or subleased unit within the Premises, take the gross monthly retail sales and;
- (b) Subtract the Monthly Break Point.
- (c) If the result is positive, multiply the result by 3%. If the result is negative, count it as zero (0).
- (d) Repeat steps 1 (a)-(c) for each remaining unit. Add the results for all units.

3.1.5. NON-RETAIL SPACE RENT: In addition to the Minimum Annual Rent hereinabove specified, Tenant shall be responsible to pay to the City additional Non-Retail Space Rent for the total square footage leased to those businesses that are not in retail sales, such as, but not limited to, banking institutions, money exchange operations, foreign exchange operations, or any other business or person which provides professional or personal services. Instead of paying a percentage rent, such Tenant shall pay monthly a Non-Retail Space rent based on the average square foot Percentage Rent received by the City.

3.1.6 Non-Retail Space Rent shall be calculated on a per-unit basis, and shall be payable monthly. The monthly Non-Retail Space rent is due on or before the first day of the second month following each calendar month in the Term. The monthly payment is determined as follows:

- (a) For any separately leased or subleased unit within the Premises, that qualify as a "Non-Retail Lessee" as described hereinabove in Section 3.1.3 (a), take the gross leased square footage.
- (b) Multiply that square footage by the monthly average square foot Percentage Rent received by the City of the leased Retail Spaces.

Illustration: For example, assume there were three tenants who qualified for "Percentage Rent" totaling 9,000 square feet and three tenants who qualified for "Non-Retail Space" using a total of 1,000 s.f.

A. THE PERCENTAGE RENT CALCULATION WOULD BE:

- (1) Gross Annual Sales: $\$500/S.s.f. \times 9,000 \text{ s.f.} = \$4,500,000.00$
- (3) Minus Break Point Amount: $\$400/s.f. \times 9,000 \text{ s.f.} = \$3,600,000.00$
- (4) Basis for percentage rent $\$900,000.00$
- (5) The Percentage Rent would then be: $\$900,000 \times 3\% = \$27,000.00$
- (6) Average Square Foot Percentage Rent: $\$27,000 / 9,000 \text{ s.f.} = \$3.00/s.f.$

B. THE NON-RETAIL RENT CALCULATION WOULD BE :

- (1) Non-Retail Space Rent: $1,000 \text{ s.f.} \times \$ 3.00/s.f. = \$3,000.00$
- (2) Plus Minimum Annual Rent : $1,000 \text{ s.f.} \times \$2.00 \text{ s.f.} \times 12 \text{ mo.} = \$24,000.00$ +
- (3) Total Annual Rent for 1,000 s.f. of Non-Retail Space - $\$27,000.00$

Section 3.2 - Payment:

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3.2.1 Minimum Annual rental payments are due in advance on or before the 1st day of each applicable month. On each such day Tenant shall pay one-twelfth (1/12) of the Minimum Annual Rental.

3.2.2 Rental payments should be mailed to the City of Laredo, Attn. Accounts Receivable, 1110 Houston, Laredo , Texas 78040.

3.2.3 Subject to Tenant's rights and remedies hereunder due to a breach of this Agreement by the City, the termination of this Agreement, by the lapse of time or otherwise, shall not relieve Tenant of its obligation to pay any rental fees or charges that have accrued during the Term of this Agreement or any extensions hereto.

Section 3.3 -Security Deposit. Simultaneously with the execution of this Lease, Tenant shall provide to the City of Laredo, as a security deposit, a letter of credit in the amount of FORTY FIVE THOUSAND FIVE HUNDRED AND FIFTY EIGHT DOLLARS (\$45,558.00). This sum is the equivalent of one month's rent, as specified in Section 3.1.1 above, for the Years 1-4. The Security Deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. In the event of any default by Tenant and Tenant's failure to cure such default after the City provides the required written notice as set out in this agreement, hereunder during the Lease Term, City shall have the right to make demand upon the letter of credit in its discretion, but shall not be obligated to use, apply or retain all or any portion of the Security Deposit for (a) the payment of any rent as to which Tenant is in default, or (b) the payment of any amount which Tenant may be obligated to pay to repair physical damage to the Premises or the Building pursuant to this Lease, or (c) the payment of any amount which Tenant may be obligated to pay for the compensation to City for any losses incurred by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with City a further letter or letters of credit, in such amount or amounts as will restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. The Security Deposit is not a measure of damages or liquidated damages, and City's use of the Security Deposit is not a waiver of its other rights and remedies. Provided tenant is not in default hereunder, City shall return the letter or letters of credit to Tenant, after sixty (60) days following the expiration of the Lease Term or the vacating and surrendering of the Premises by Tenant to City.

Section 3.4 - Credits and Discounts:

Tenant shall not be credited with, nor be allowed to have any reduction in the amount of Gross Retail Sales, as defined above, which results from any arrangements for a rebate, kickback, or hidden credit given or allowed to any customer.

Section 3.5 - Report and Percentage Rental Payments

3.5.1 Percentage Rent shall be computed each calendar month and shall be payable on or

before the twentieth (20th) day of the calendar month immediately following the close of each calendar month. Not later than sixty (60) days after each year during the Term, Tenant shall furnish to Landlord a true and accurate statement of the total of all Percentage Rent paid during the preceding year (showing the authorized deductions or exclusions in computing the amount of Gross Revenue). If, through such a statement, it is established that additional Percentage Rent is due Landlord, Tenant shall pay such additional Percentage Rent to Landlord not later than fifteen (15) days after receipt of written notice from Landlord reflecting the additional Percentage Rent due Landlord. If it is established that Tenant has overpaid Landlord, then such overpayment shall be credited to the Percentage Rent next thereafter due from Tenant, or if no further Percentage Rent payments are due, Landlord shall promptly refund such overpayment to Tenant.

ARTICLE 4. TENANT'S USES AND RESTRICTIONS

For and in consideration of the payment of the fees and charges provided in the Agreement, the City hereby grants to Tenant and its subtenants, subject to all of the terms, covenants, and conditions of this Agreement, the right and obligation to occupy, equip, furnish, operate and maintain food and beverage and other commercial outlets on the Premises. The Premises shall have no other use, without the prior consent of the City.

ARTICLE 5. TENANT'S OPERATING STANDARDS

Section 5.1 - Personnel:

5.1.1 All personnel of tenant and any subtenant, while on or about the Premises, shall be clean, neat in appearance, and courteous at all times.

5.1.2 Defacing of Premises and undue loitering, and loud, boisterous, or otherwise objectionable behavior is prohibited. Upon written objection from the City concerning the conduct or appearance of a subtenant or its employees or invitees, Tenant shall immediately take whatever reasonable steps are necessary, within the limits of any applicable laws, lease or labor contracts, to remedy the cause of objection. All written objections to the Tenant must be provided in sufficient detail to identify the parties conducting objectionable behavior and provide a detailed list of any witnesses to the behavior to allow Tenant to properly investigate the claim.

Section 5.2 - Level of Public Service:

5.2.1 Tenant shall keep the premises in a safe, clean, orderly, and inviting condition at all times.

Section 5.3 - Sanitation, Hygiene, and Cleanliness:

5.3.1 Tenant shall keep the Premises free of debris, trash, and hazardous conditions, and shall notify the City promptly of other hazardous conditions of which Tenant becomes aware in the public areas outside the Premises. Any hazardous or potentially hazardous condition on the Premises shall be corrected as soon as reasonably possible, upon written notification detailing the alleged hazardous condition receipt of direction from the City or its authorized representative. At the discretion of the City or its representative, if the alleged hazardous condition is threatening to the public, Tenant shall close the Premises or affected portion thereof until the hazardous or potentially hazardous condition is removed.

5.3.2 Tenant shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Premises and shall provide for its timely removal to a central collection point to be provided by the City. Tenant shall take appropriate action to exterminate and prevent the presence of rodents and other vermin. Tenant shall keep all garbage and recyclable materials in durable, fly and rodent-proof, fireproof containers as required of other retail outlets in the City of Laredo. The containers shall have tight-fitting lids, doors, or covers, and shall be kept covered when material is not being deposited in them. Tenant shall clean the containers as necessary to prevent odors. Tenant shall not allow boxes, cartons, barrels, or other similar items to remain within view of the public areas for a period in excess of 48 hours. The City shall be responsible for handling and removal of trash and other refuse deposited by customers in public areas.

Section 5.4 - Application to Subtenants:

The requirements of this Article shall be included by Tenant in any subtenant agreements into which it enters. Without limiting the authority of the City or Tenant to enforce this Article against a subtenant, a violation of this Article by a subtenant, its employees or invitees, shall not constitute an event of default by Tenant under this Agreement.

**ARTICLE 6.
IMPROVEMENTS TO BE MADE BY TENANT**

Section 6.1 - Furnish and Equip Premises:

6.1.1 Tenant shall provide, at its sole expense, all improvements, furniture, furnishings, fixtures and equipment necessary for the customary operation of the Premises, including, but not limited to, sales counters, display cabinets, interior partitions, special lighting, fixtures, wall coverings and finishes, and all other equipment, furniture, furnishings, and supplies necessary in the proper conduct of Tenant's business. All improvements, furniture, furnishings, fixtures and equipment shall be of high quality, safe, fire-resistant, as required by the City of Laredo Building Code. All improvements that are permanently affixed in any manner to the Premises are "Leasehold Improvements". All non-affixed items are hereinafter referred to as "Trade Fixtures". In the event of dispute as to the affixed or non-affixed nature of any Leasehold Improvements or Trade Fixtures, the City's reasonable determination shall be final but shall be consistent with customary industry standards.

6.1.2 Tenant will make, at its sole expense, all improvements to Premises required to satisfy the

requirements of the Americans with Disabilities Act ("ADA") for its employees and patrons except as to such improvements required to be constructed by the City. The City of Laredo shall provide necessary access ramps in all public areas as part of its improvement requirements.

Section 6.2 - Plans and Specifications:

6.2.1 Prior to construction, Tenant shall deliver to the City a set of the construction documents of any proposed improvements or alterations to the Premises for which approval is required pursuant to Section 2.2 herein. Landlord agrees that approval of Tenant's plans shall not be unreasonably withheld.

6.2.2 Within ninety (90) days after completion of Tenant's initial improvements (including punch list items) and following the completion of any additional approved improvements throughout the Term of this Agreement, Tenant shall submit to the City such "as built" documents as Tenant may have showing all improvements for which approval is required pursuant to Section 2.2 herein. Landlord agrees that approval of Tenant's plans shall not be unreasonably withheld.

6.2.3 All Leasehold Improvements and Trade Fixtures constructed or installed by Tenant, its agents, or contractors, including the plans and specifications therefore, shall conform in all respects to applicable statutes, ordinances, building codes and rules and regulations. Any approval given by the City hereunder shall not constitute a representation or warranty as to such conformity and the responsibility therefore shall at all times remain with Tenant. Approval by the City shall extend to and include external architectural and aesthetic matters and the City reserves the right, in its reasonable discretion, to reject any such external architectural and aesthetic design submitted and to require Tenant to resubmit designs and layout proposals until the City's approval is met. Landlord agrees that approval of Tenant's plans shall not be unreasonably withheld.

6.2.4 Tenant or subtenants shall make application for, pay the cost of, and obtain all applicable permits with construction of the Leasehold Improvements. The City will give written notice to Tenant of the date the City's work on the Premises has been certified by the City's engineer as available for improvement by Tenant. All Tenant Leasehold Improvements shall be at Tenant's sole cost and expense and shall not damage the building of which the Premises are a part.

Section 6.3 - Structural Alterations:

Tenant shall make no structural alterations to the Premises without the express written approval of the City.

Section 6.4 - Title to Leasehold Improvements:

At the expiration of the Term of this Agreement, or in the event of termination of this Agreement according to the terms herein, the City shall take full title to all Leasehold Improvements made to the Premises. The City shall take the improvements with all alterations and additions thereto in their condition at such time, without any cost to or payment by the City, and without the execution of any document, such improvements shall automatically pass to and become vested in the City.

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Section 6.5 - Disposition of Trade Fixture

Title to Tenant's Trade Fixtures shall at all times remain with Tenant, and Tenant shall have the right to remove any or all of its Trade Fixtures of every kind and nature whatsoever which Tenant may have placed or installed on the Premises. Any and all fixtures, tools, devices, appliances, furniture, pictures, furnishings, decorative lighting, miscellaneous decor items, equipment, and supplies, of every kind and nature, heretofore or hereafter placed or installed by Tenant on the Premises shall, as between the City and the Tenant, be and remain the personal property of Tenant, subject to any landlord's lien as may exist at law. Tenant shall have the right to remove same provided that, upon any such removal, Tenant shall repair, at its own expense, any damage resulting there from and leave the Premises in a clean and neat condition, with all Leasehold Improvements in place, normal wear and tear and damage by casualty excepted; provided that Tenant shall not be obligated to repaint the Premises.

6.5.1 Upon the expiration or termination of this Agreement, the City shall be entitled, upon its written request given no later than one month after the date of expiration or termination, to have Tenant remove all Trade Fixtures from the Premises within thirty (30) days after notice. If Tenant fails to remove the Trade Fixtures, if so requested by the City, the property may be removed and stored by the City at Tenant's expense, and after the expiration of an additional thirty (30) days sell the same, with or without notice and at public or private sale, in accordance with applicable law, the proceeds of which shall be applied first to the expenses of the sale, second to any sum owed by Tenant to the City, and any balance remaining shall be paid to Tenant. If the expenses of such removal, storage and sale exceed the proceeds of the sale, then Tenant shall pay such excess to the City upon demand.

6.5.2 Should Tenant fail to repair any damage done to the Premises as a result of the removal of the Trade Fixtures, the City shall have the right to make such repairs and shall be reimbursed by the Tenant within ten (10) days following demand by the City for the payment at the City's standard rates, or if the work is performed by the City's contractor, the City's actual cost.

Section 6.6 - Default During Design and Construction

If Tenant defaults beyond applicable grace and cure periods during the design or construction period of any additions hereunder, the City shall have the right, which right shall be set forth in all contracts between Tenant and its independent contractors and suppliers for work or materials relating to additions hereunder, to replace Tenant with itself and to continue the contracts of Tenant with said independent contractors and suppliers. The contracts referenced above in this subsection shall include a provision reading as follows:

"The City shall have the right, in the event the City elects to replace Tenant with itself under the terms of the City's agreement with Tenant, to continue this Contract between Tenant and contractor assuming in writing all the liabilities of Tenant under this Contract between Tenant and contractor; and the City thereby shall receive all the rights, title, interests, and

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remedies that Tenant has under the terms of this Contract between Tenant and contractor. The City shall have the right to demand, collect (including suit for damages and cost of litigation and reasonable attorney fees) from Tenant all costs incurred by the City in assuming the obligations of Tenant in this subsection."

Section 6.7 - Cost of Improvements:

Tenant shall pay the cost of all its Leasehold Improvements, including fees paid to independent architects and engineers for professional services referable thereto, and upon completion thereof, the Premises and Leasehold Improvements constructed by Tenant shall be free and clear of all liens. Except for liens arising out of any act or omission of the City, its agents, employees or contractors, if a mechanic's lien is filed on the Premises or on improvements on the Premises, Tenant shall have the right to contest any such liens in a court of law and avail itself to all other remedies provided to Tenant at law. In the event a court of competent jurisdiction rules that such lien is valid and due and owing then the Tenant will promptly pay the lien or provide adequate security for payment of the lien. If Tenant fails to pay the lien or provide adequate security for payment of the lien, such failure shall be a default under this Agreement if Tenant fails to cure such default after City provides Tenant written notice of such default and Tenant fails to cure such default within thirty (30) days from receipt of such notice.

**ARTICLE 7.
MAINTENANCE, UTILITIES AND REPAIRS**

Section 7.1 - Tenant's Obligations:

7.1.1 Except for such maintenance of the Premises as is to be provided by the City under the express terms of the Agreement, Tenant shall be obligated, without cost to the City, to maintain the Premises and every part thereof, including personal and trade fixtures, in good appearance and repair, and in a safe condition. Tenant shall maintain, repair, replace, paint, or otherwise finish (hereinafter collectively referred to as "maintenance") all Leasehold Improvements on the Premises (including, without limitations thereto, walls, partitions, floors, ceilings, windows, doors, and glass, and all furnishings, fixtures, and equipment therein, whether installed by Tenant or by the City). All of the maintenance shall be of quality at least equal to the original in materials and workmanship.

7.1.2 Tenant shall at all times, and at its sole expense, maintain in good repair and keep in a clean and orderly condition the appearance of Premises and all Leasehold Improvements and Trade Fixtures therein.

7.1.3 Tenant shall be responsible for the cost to repair any damage to the Premises caused by the negligence or misconduct of Tenant's subtenants or their employees or invitees. (While such invitees are in the Premises). All repairs shall conform to the rules and regulations prescribed periodically by federal, state, or local authorities having jurisdiction over the work.

7.1.4 Tenant will, at its sole expense, provide utilities, without exception, needed to Operate its business, including telephone, electricity and water. All such charges shall be paid by

Tenant directly to the utility company or municipality furnishing the same before the same shall become delinquent.

7.1.5 If Tenant refuses or neglects to undertake the reasonable maintenance, repair, or replacements requested by the City, or if the City is required to make any repairs necessitated by the acts or omissions of Tenant, its employees, agents, or licensees, the City shall have the right to make such repairs on behalf of Tenant and Tenant shall promptly reimburse the City for the actual cost of all such maintenance, repair or replacements required to be performed by Tenant under this Agreement.

Section 7.2 - City's Maintenance and Utility Obligations:

7.2.1 The City shall, at its own cost and expense, provide structural maintenance to the Premises and shall maintain and repair the exterior walls and roof of the Premises. However, Tenant shall maintain all interior and exterior walls that it constructs or remodels. In addition, the City shall, at its own cost and expense, maintain in good repair and keep in a clean and orderly condition the appearance of the Plaza and sidewalks as depicted on Exhibit A of which the Premises forms a part in a clean, safe and good operating condition throughout the Term.

7.2.2 If the City refuses or neglects to undertake the maintenance, repair, or replacements required to be performed by it under this Agreement and requested by Tenant, Tenant shall have the right to make such repairs on behalf of City and City shall promptly reimburse the Tenant for the actual cost of all such maintenance, repair or replacements required to be performed by City under this Agreement.

7.2.3 Except as attributable to the negligence or misconduct of the City, its agents, employees or contractors to the extent a city may be liable for such negligence or misconduct under State law, the City shall have no liability for blackouts, brownouts, or any other cessation, interruption, or failure of utilities.

**ARTICLE 8.
INSPECTION OF PREMISES**

Upon reasonable prior notice, the City, its agents, or employees may enter upon the Premises, in accordance with security requirements imposed on Tenant by the City or the Federal Government, at any and all reasonable times during the Term hereof, for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to rights of the City. If Tenant is in violation of any of the covenants of this Agreement and fails to correct said violations as provided herein, the City may elect, in lieu of cancellation, to provide that the necessary action be taken at the cost and expense of Tenant, and Tenant shall reimburse the City promptly for the actual cost thereof. The City shall take reasonable steps to avoid disrupting Tenant's and any subtenant's operations. In exercising this inspection right, the City shall not enter the Premises during the term of this Lease without providing Tenant reasonable opportunity to accompany the City's representative, except in case of an emergency.

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ARTICLE 9.
INSURANCE REQUIREMENTS

Section 9.1 - Property Insurance:

Tenant shall, at its own expense, during the Term, keep all buildings, structures and improvements on the Premises insured against loss or damage by fire or theft with extended coverage to include loss by wind, rain or water, sandstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, smoke, in the aggregate amount of not less than 100% of the replacement cost of the Premises. Tenant shall also maintain adequate insurance on the fixtures, equipment, merchandise and inventory in the Premises in the same or a separate insurance policy in an amount equal to the full fair insurable value of same. The insurance shall be carried by one or more insurance companies licensed to do business in Texas and reasonably approved by the City. Such policy or policies of insurance shall be paid-up annual policies and shall name both the City and Tenant as named insured's; provided any insurance for Tenant's personal property is not required to name the City as an additional insured. The policies shall provide that any proceeds for loss or damage to buildings, structures or improvements shall be payable solely to City, which sum City may at its discretion, or shall, if requested by Tenant, use for purposes of repair and restoration of the Premises, or that any proceeds for loss or damage to fixtures, equipment, merchandise, inventory or other personal property shall be payable solely to Tenant, which sum Tenant shall use to repair or replace the lost or damaged fixtures, equipment or merchandise, to ensure Tenant's continued operation of its business on the Premises.

Section 9.2 - Liability Insurance:

Tenant, at its own expense, shall provide and maintain in force during the Term Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, with an umbrella of up to \$5,000,000.00 or in such amount as will cover Texas Tort Claims Act limitations, whichever is greater, covering the City as well as Tenant, with one or more insurance companies authorized to transact business in Texas and reasonably approved by the City, providing public liability and products liability insurance. Any such insurance company must be rated A plus under Best Rating. The City shall be added as an additional insured party under the liability insurance with a waiver of subrogation in favor of the City of Laredo. The policy shall contain, among its other provisions, (1) product liability with a minimum limit of \$500,000; and (2) fire legal liability with a minimum limit of \$500,000.

Section 9.3 - Renewal or Cancellation:

Such policies shall provide that they may not be canceled until thirty (30) days after notice to the City and Tenant.

Section 9.4 - Proof of Insurance; Cancellation or Non-Renewal:

Tenant shall furnish the City with copies of Certificates of Insurance indicating required coverage. If coverage period ends during the Term of this Agreement, Tenant must, prior to the end

of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Agreement. If Tenant does not provide such proof of such insurance on or before the DBO, or if Tenant allows any insurance required hereunder to lapse after receipt of notice of cancellation or of non-renewal, such failure shall be a default under this Agreement; and the City may, but shall not be required to, take out such insurance and pay the premiums on the necessary insurance to comply with Tenant's obligations under the provisions of this Article, in which event Tenant shall, within fifteen (15) days after demand, reimburse the City for all reasonable amounts spent by the City to procure and maintain such insurance. Such remedy is not exclusive of any other remedy in this Agreement.

Section 9.5 - No Limitation of Liability:

Approval of insurance by the City and the required minimums shall not relieve or decrease the liability or responsibility of Tenant hereunder and shall not be construed to be a limitation of liability on the part of Tenant.

Section 9.6 - Terms and Specifications:

All endorsements, waivers, and notices of cancellation endorsements, as well as Certificates of Insurance naming the City as an additional insured shall indicate:

City Manager, 1110 Houston, Laredo, Texas 78040

If insurance policies are not written for amounts specified, Tenant shall carry Umbrella or Excess Liability Insurance for any differences. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any mutually agreeable reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies as applicable to this location.

The City reserves the right to review the insurance requirements set forth during the Term of this Agreement and to make reasonable adjustments, subject to commercial availability, to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history or the financial condition of the insurance company as well as Tenant; provided that in no event shall any such increased amounts of insurance be in excess of that then commonly required by lessors of comparable projects in the State of Texas.

Tenant shall not cause or permit any insurance required hereunder to lapse or to be canceled during the term of this agreement. Tenant shall pay all premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

Tenant can satisfy any requirement in this Article with a suitable blanket policy.

ARTICLE 10. INDEMNITY

Except to the extent attributable to the negligence or willful misconduct of the City, its agents, employees or contractors, Tenant agrees to indemnify and hold the City harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense of such claims and demands, arising from the conduct or management of Tenant's business on the Premises or from its use of the Premises, or from any breach on the part of Tenant of any conditions of this Agreement, or from any act or negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees on the Premises. In case of any action or proceeding brought against the City by reason of any such claim, Tenant, upon notice from the City, agrees to defend the action or proceeding, by counsel reasonably acceptable to the City. Tenant shall provide City notice of counsel that will defend the City with respect to this Indemnity clause. City agrees that Tenant's defense shall most likely be provided by counsel hired by the insurance company that has provided insurance coverage as required by this lease and that Tenant does not have complete control of selection of counsel.

ARTICLE 11. REGULATIONS

The exercise by Tenant of the rights herein conferred shall be subject to such applicable laws, rules and regulations as are now, or as may hereafter, be prescribed by the City of Laredo, State of Texas, or the federal government.

ARTICLE 12. TAXES, LICENSES AND PERMITS

Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all sales taxes, personal property taxes, or other taxes required, that may be levied or charged in connection with the operation and management of the Premises hereunder, and shall require the same of its subtenants. Tenant shall obtain and pay for all licenses or permits necessary or required by law for Tenant's construction of improvements and/or installation of equipment and furnishings, and as otherwise necessary for the conduct of its operations hereunder. Tenant's obligation hereunder shall not include the payment of any tax on income, profits, gift, estate, succession, franchise or transfer required to be paid by the City.

**ARTICLE 13.
PROHIBITED ACTS AND UNUSUAL RISKS**

Tenant shall not knowingly:

(1) Commit any nuisance on the Premises, or do or permit to be done anything that may result in the creation or commission of such nuisance as defined by applicable law;

(2) Cause or produce or permit to be caused or produced upon the Premises or to cause to emanate there from any unusual, noxious, or objectionable smokes, gases, vapors, or odors;

(3) Permit to be used or use the Premises for any illegal purpose or for any purpose not expressly authorized hereunder;

(4) Do or permit to be done anything which may unreasonably interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Premises or elsewhere, or do or permit to be done anything which may interfere with free access and passage in the streets and sidewalks adjacent to the Premises;

(5) Do or permit to be done any act or thing upon the Premises which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or which, in the reasonable opinion of the City may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein.

(6) Do or permit to be done anything to violate any city ordinance, zoning restriction or statute. Specifically, Tenant shall not allow placement of any political signage of any kind pertaining to a national, state, or local election advertising or identifying a political candidate, political party or ballot measure.

**ARTICLE 14.
ENVIRONMENTAL COMPLIANCE**

Tenant shall comply with all environmental laws, rules, regulations, orders and/or permits applicable to Tenant's operations on the Premises, including but not limited to required permits and all applicable laws relating to the use, storage, generation, treatment, transportation, and/or disposal of hazardous or regulated substances. Tenant shall not knowingly use, store, generate, treat, transport or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining prior written approval from the City and without first obtaining all required permits and approvals from all authorities having jurisdiction; provided that nothing in this Article shall prohibit Tenant from using routine cleaning materials to the extent permitted by applicable law or regulation. If Tenant determines at any time through any means that any threat of any potential harm to the environment, including but not limited to any release, discharge, spill or deposit of any hazardous or regulated substance, has occurred or is occurring which in any way affects or threatens to affect the Premises, or the persons, structures, equipment, or other property thereon, Tenant shall notify immediately by verbal report in person or by telephone, to be promptly confirmed in writing, the City

and all emergency response centers and environmental or regulatory agencies, as required by law or regulation. Tenant shall cooperate fully with the City in promptly responding to, reporting, and remedying any threat of potential harm to the environment, including without limitation any release or threat of release of hazardous or regulated substance into the drainage systems, soils, ground water, waters or atmosphere, in accordance with applicable law or as authorized or approved by any federal, state or local agency having authority over environmental matters. Except to the extent attributable to the negligence or misconduct of the City, its agents, employees or contractors, Tenant shall be solely responsible to the City, including for remediation and all costs associated therewith, for Tenant's action or inaction which is directly or indirectly responsible for any failure of the Premises to materially conform to all then applicable environmental laws, rules, regulations, orders and/or permits.

**ARTICLE 15.
ASSIGNMENT, TRANSFER AND SUBLETTING**

Section 15.1 - Consent Required:

Tenant may not assign, encumber or otherwise transfer this Agreement or any right or interest in this Agreement or in the Premises or the improvements on the Premises, without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not use, or permit any person to use, the premises, improvements thereon, or any portion thereof, except for the purposes as provided in this Agreement. Any assignment, transfer, sublease, pledge, or hypothecation without first obtaining the City's written consent shall be null and void, and in such event the City may, at its option, declare this Agreement terminated. Notwithstanding the foregoing, Tenant shall have the right, without the City's consent, to assign or sublease its interest in this Lease to (i) any corporation, partnership or other entity with which it may merge or consolidate or which may acquire a controlling interest in Tenant, or (ii) a parent, subsidiary or affiliate of Tenant.

Section 15.2 - Sublease Terms:

Except as expressly permitted in writing by the City, any approved sublease shall include the terms and conditions of the Retail/Commercial Sublease form attached hereto as Exhibit C. Any changes to the said form shall require the specific written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if the City has not refused such changes within seven days of the date such changes were presented to the City for approval. In addition to the other required provisions contained in this Agreement, any sublease shall require:

- (1) that the sublease is subject to every provision of this Agreement, including every restriction regarding operations within the Premises regardless of whether such restriction is expressly made applicable to a subtenant;
- (2) that the sublease shall not be for a term extending beyond the term of this Agreement; and
- (3) that the subtenant is responsible for complying with all governmental regulations, and the subtenant's failure to cure after receiving notice of noncompliance will result in Tenant's right to terminate the sublease.

Section 15.3 - Continuing Obligations:

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this Agreement (even if future assignments occur subsequent to the assignment or subletting by Tenant, and regardless of whether the City's approval has been obtained for such future assignments). Provided that such due and proper notice and opportunity to cure as may be required is first given to the primary obligor, the City shall be permitted to enforce the provisions of this Agreement against the undersigned Tenant and/or any assignee without demand upon or proceeding in any way against any other person. If the City has approved in writing an assignment to another entity then that new entity becomes the "Tenant" for purposes of this agreement, provided, however, that the lessee, Khaledi Bridge of the Americas Ltd shall be responsible for any and all obligations incurred by Lessee and owed to Lessor prior to, and up to the date of the assignment.

Section 15.4 - Subtenant Attornment:

If this Agreement terminates for any reason, including Tenant's default, the City shall accept the attornment by subtenants in good standing and paying fair market rentals under approved subleases. In no circumstance is the City required to accept a sublease that (1) reduces rental payable to the City or calls for the granting of concessions in rent at any time, (2) allows for the prepayment of rent beyond the current month for which rent is due and payable (except the prepayment of rental for the last month of the term of a sublease made to an actual space occupant for the space to be occupied by it), or (3) imposes on the City any obligation to make alterations to the Premises under the sublease or to reimburse subtenant for alterations made by the subtenant.

**ARTICLE 16.
TERMINATION BY THE CITY**

Section 16.1 - General Default

In addition to those events of default provided elsewhere in this Agreement, the City upon the happening of one or more of the following events may terminate this Agreement:

(1) Tenant fails to pay the City the Percentage Rent or Minimum Annual Rental as set forth herein, and such failure continues more than twenty (20) business days after Tenant's receipt of written notice from the City of such non-payment.

(2) Tenant fails to make any other payment to City required under this Agreement and such failure continues more than (20) days after Tenant's receipt of written notice from the City of Laredo of such non-payment.

(3) Tenant fails to operate the Premises under the provisions of this Agreement and such failure continues more than (30) days after Tenant's receipt of written notice from the City of Laredo of such failure or abandons the Premises or any substantial part thereof for a period of ninety(90) consecutive days.

(4) Tenant files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it and this Agreement is not accepted within ninety (90) days in accordance with applicable Bankruptcy Rules

(5) Tenant defaults on any other obligations assumed by it hereunder.

(6) Tenant intentionally falsifies Gross Retail Sales reports. Upon the happening of any such event other than failure to meet the requirements under Article 3 [Fees and Payments], hereof, and should Tenant fail to cure such default within the time specified in the written notice thereof, which in no event shall be less than sixty (60) days such default shall be deemed a "Material Default," and the City shall have the right to terminate this Agreement by giving written notice thereof to Tenant at least thirty (30) days in advance of the date upon which termination is to be effective; provided, however, should the nature of any default, other than default with respect to the payment requirements be such that it cannot be cured within the time specified, Tenant shall be deemed to have cured such default, if within such specified time period it shall commence performance and thereafter diligently prosecute the same to completion.

Section 16.2 - Remedy Upon Default:

Upon any default by Tenant other than rent or fee payments, and Tenant's failure to remedy such default within the time specified in the written notice from the City, the City shall have the right, in addition to any other remedy that may be exercised herein, to enter the Premises and remedy the default or cause such default to be remedied, the cost of which shall be promptly paid by Tenant to the City.

Section 16.3 - Tenant Liability Continues:

No such cancellation or termination of this Agreement shall relieve Tenant of its liability and obligations under this Agreement and such liability and obligations shall survive any such expiration or termination.

Section 16.4 - Permitted Actions Upon Termination:

If, after providing Tenant with such written notice and opportunity to cure as may be required, the City terminates this Agreement for any reason permitted by this Article, the City may at any time re-enter and take possession of the premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises or any part of the Premises for all or any part of the remainder of the Term to a party satisfactory to the City, and at such monthly rental as the City may with reasonable diligence be able to secure, and the City shall assign any and all subleases as may be permitted to survive termination of this Agreement under Section 18.4 to the successor tenant. Should the City be unable to relet the Premises after reasonable efforts to do so, or should such monthly rental be less than the rental Tenant was obligated to pay under this Agreement, Tenant shall pay the reasonable cost of reletting plus the amount of any deficiency in the rent to the City.

ARTICLE 17.
TERMINATION BY TENANT

Section 17.1 - Grounds for Termination:

Tenant may terminate this Agreement at any time that it is not in default in its obligations after the happening of any one or more of the following events materially impairing the conduct of its normal business from the Premises:

(1) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Premises, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least sixty (60) days from operating thereon. City agrees that the rent will be abated during such period

(2) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the Premises, and the remaining in force of such injunction for a period of at least sixty (60) days. City agrees that the rent will be abated during such period

(3) The default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from Tenant of written notice to remedy the same. City agrees that the rent will be abated during such period

(4) The complete destruction of Tenant's shell space and the City's failure to replace said space within sixty (60) days after said destruction. City agrees that the rent will be abated during such period

(5) The inability of Tenant, its subtenants or its customers to use, for a period of sixty (60) consecutive days, the Premises or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty, or Acts of God or the public enemy. City agrees that the rent will be abated during such period

Any other activity beyond the reasonable control of Tenant which substantially restricts Tenant's use of the Premises for a period of sixty (60) days Tenant shall give notice to the City upon the commencement of any activity or event, which substantially restricts its use of the Premises, and take all reasonable measures to abate the activity or event causing the substantial restriction. City agrees that the rent will be abated during such period

Section 17.2 - Termination Without Fault:

Upon the happening of any such event, and the passage of the time periods described, Tenant shall have the right to terminate this Agreement by giving written notice thereof to the City, and neither party shall have any further obligation to the other beyond obligations incurred prior to the date of termination. In the event of such termination, the Minimum Annual Rent and all other charges that accrue during such period (including any prepayments) shall be waived from the date of

impairment until the date of termination. If Tenant elects not to terminate, then, as to any such event beyond the reasonable control of Tenant which prevents the rentable use of all or a majority of the Premises, the Minimum Annual Rent and all other charges that accrue during such period (including any prepayments) shall be waived from the date of such impairment until the date such impairment is remedied.

Section 17.3 - Remedy Upon Default:

Upon the happening of any such event which constitutes a default of the City's obligations under this Agreement, should the City fail to cure such event within thirty (30) days from the receipt of written notice thereof, Tenant shall have the right to terminate this Agreement by giving written notice thereof to the City at least thirty (30) days in advance of the date upon which termination is to be effective or, should the nature of the default be such that it cannot be cured within thirty (30) days, the City shall be deemed to have cured such default, if within such thirty (30) day period it shall commence performance and thereafter diligently prosecute the same to completion. Upon such termination, the City shall refund to Tenant the fair market value of its Leasehold Improvements and Trade Fixtures. The Minimum Annual Rent and all other charges that accrue during such period (including any prepayments) shall be waived from the date of impairment until the date of termination. The fair market value shall be determined by the City and Tenant each acquiring an appraisal of the improvements to be conducted by a duly licensed appraiser by the State of Texas. The fair market value shall be the average of both appraisals.

**ARTICLE 18.
PROPERTY RIGHTS UPON TERMINATION**

Section 18.1 - Delivery of Premises:

Tenant shall, upon termination of this Agreement or cancellation by the City, quit and deliver up the Premises to the City peaceably, quietly and in as good order and condition as the same now exist or as may be hereafter improved by Tenant or the City, reasonable use and wear thereof and casualty loss excepted.

Section 18.2 - Shall Return Keys:

On the date of cessation of this Agreement, Tenant shall promptly return all keys and other means of access to the Premises and/or equipment, if applicable.

**ARTICLE 19.
HOLDING OVER**

Notwithstanding any other provision of this Agreement relating to termination, the City and Tenant agree that in the event a new tenant has not been chosen at the expiration date of this Agreement, the parties shall use good faith efforts to come to an agreement pursuant to which both parties' rights, duties and obligations hereunder shall continue until such time a new Agreement has been executed and the City notifies Tenant that the new Tenant is ready to perform there under

End

Tenant shall furnish its final audit required hereunder within ninety (90) days after expiration of this agreement and commencement of operations by the new tenant.

ARTICLE 20. DAMAGE OR DESTRUCTION

Section 20.1 - Damage to Unimproved Shell:

If the unimproved shell space is damaged by fire, explosion, Act of God, or any other casualty against which Tenant is required to insure under this Agreement, the same shall be repaired with due diligence by the Tenant at its own cost and expense. If the unimproved shell space is damaged for any other reason but not rendered untenable, the same shall be repaired with due diligence by the City at its own cost and expense; but if such damage shall be so extensive as to render said unimproved shell space untenable, but capable of being repaired within six (6) months, the same shall be repaired with due diligence by the City at its own cost and expense, and the rent and all other charges payable hereunder shall be proportionately paid up to the time of such damage, and thereafter abate and cease until such time as the shell space is again tenable.

Section 20.2 - Total Destruction:

If the unimproved shell space, excluding Tenant's Trade Fixtures or Leasehold Improvements, shall be completely destroyed by a casualty against which Tenant is not required to insure under this Agreement, or so damaged by such casualty as to be untenable and incapable of being repaired within six (6) months (based on a certification of the City's contractor, which shall be delivered to Tenant within thirty (30) days after said damage or destruction), the City shall be under no obligation to repair or reconstruct the unimproved shell space. The rental obligations and all other charges payable by Tenant hereunder shall be paid up to the time of such damage or destruction, and thereafter shall be proportionately reduced for impaired operation, or if no operation is possible, shall cease until such time as the Premises are fully restored, and rental obligations shall thereafter resume in the same proportion as Tenant's operation on the Premises shall resume. If such damage or destruction shall not be repaired or restored within twelve (12) months after such damage or destruction, Tenant shall have the right to cancel this Agreement upon written notice to the City of such election.

Section 20.3 - Damage to Premises:

If any of the leasehold improvements or trade fixtures constructed or installed by Tenant in or at the premises are damaged or destroyed by fire, explosion, Act of God, the public enemy or other casualty, Tenant shall repair or replace the same with due diligence at its own cost and expense. Such replacements or repairs shall be equivalent to, or better in quality than, the leasehold improvements and trade fixtures so destroyed or damaged. This Section 20.3 shall not be applicable, however, if the Lessor is not obligated to, and elects not to, rebuild pursuant to Article 20.

Section 20.4 - Protection of Premises:

*Attorney at Law
P.O. Drawer 420048
Laredo, Texas 78042-0048
956-722-0647 (Fax)*

Effective date of such notice shall begin when actually received. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Section 22.4 - Legal Relationships:

It is understood and hereby agreed by the parties that Tenant is, and shall be, an independent contractor hereunder and shall control all ways, means and details incident to the performance of itself, and its agents and employees and shall not be considered employees of the City, shall not be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees.

Section 22.5 - Headings:

The article, section and subsection headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 22.6 - Approvals, Consents and Notices:

All approvals, consents and notices called for in this Agreement must be in writing and may not be established by oral testimony.

Section 22.7 - Venue:

Venue of any action brought under this Agreement shall lie in Webb County, Texas, exclusively.

Section 22.8 - Force Majeure:

In the event that either Party shall be delayed or hindered from the performance of any obligations required hereunder by reason of riots, insurrections, war, acts of God, or other reason of like nature, not the fault of the Party delayed in performing the obligations, such Party shall be excused for the period of time equivalent to the delay caused by any such reason.

Section 22.9 - Nonwaiver of Rights:

No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.

Section 22.10 - Invalidity of Clauses:

In the event that any covenant, condition or clause, herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or clause, shall in no way affect any other covenants, conditions or clauses, provided that elimination of the invalid provision does not materially prejudice either the City or Tenant with regard to their respective rights and obligations.

Section 22.11 - Subordination:

This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, and any applicable Federal laws or regulations relative to the operation, security or maintenance of the Premises or the bridge system; provided that the City shall make reasonable efforts to obtain a non-disturbance agreement from such governmental entities, pursuant to which they agree to recognize the rights of Tenant hereunder as long as this Lease remains in good standing, should they succeed to the interest of the City hereunder.

Section 22.12 - Quiet Enjoyment:

The City warrants that the Premises are zoned to permit the uses provided for in this Agreement, and further warrants that such zoning shall be maintained throughout the Term of this Agreement. The City will defend Tenant's right to quiet enjoyment of the Premises from the claims of third persons.

Section 22.13 - Reasonableness Standards:

Except as and to the extent expressly provided to the contrary elsewhere in the Lease, (i) wherever consent or approval is required by either party hereunder, such consent or approval will not be unreasonably withheld, conditioned or delayed, (ii) wherever a party is given the right to use its discretion or make a determination, such discretion or determination shall be reasonably exercised or made, and (iii) wherever expenditures are to be incurred for which the other party is to be responsible for payment, the amount of such expenditures for which the other party is responsible for payment shall only be an amount which is reasonable under the circumstances.

Section 22.14 - Entire Agreement:

22.14.1 It is understood and agreed that this document and its exhibits A & B, contains the entire agreement of the parties. It is further understood and agreed by Tenant that the City and its agents have made no representations or promises with respect to this Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Tenant against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in this Agreement. The City and Tenant are the only parties to this Agreement and as such are the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit,

direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.

22.14.2 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits hereto, and have sought and received whatever advice needed for them to form a full and complete understanding of all rights and obligations herein. The exhibits to this Agreement are as follows:

**ARTICLE 23
EXTENSION OF TERM**

The Tenant shall have an option to renew the lease for an additional twenty (20) year extension at such rental terms as shall be determined by the appraised fair market value of the leased premises at the time of renewal. Tenant must give Lessor written notice of its probable intention to exercise the extension option at least six (6) months prior to the termination of the original lease term. If Tenant agrees to the revised fair market value terms, then Lessor will sign an addendum to the lease referring to this Article 23 reflecting the exercise of the option at that rental. Should Tenant elect to protest such valuation, Tenant shall, within thirty (30) days after receipt of the proposed valuation, notify the City in writing that Tenant protests the valuation as provided by Lessor. Thereafter, Tenant at Tenant's sole cost and expense, shall retain the services of a qualified appraiser to perform the valuation. The appraiser retained by Tenant and the appraiser retained by Lessor agree on the appointment of a third appraiser to perform the valuation, which third appraiser shall be retained at the equal cost and expense of both the Tenant and the Lessor. The average of the appraised market value as determined by the three appraisals shall be conclusive as to the appraised market value of the leased premises and the determination of the annual rental obligation. If Tenant fails to exercise this option prior to the end of the original lease term, then the option will be deemed not to have been exercised and the lease will terminate on the last day of the original lease term.

Executed on the ____ day of _____, 2006

LESSOR:

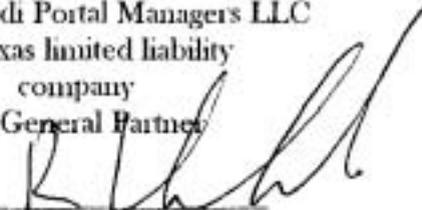
CITY OF LAREDO

A Texas municipal corporation

By: _____
City Manager

LESSEE

**KHALEDI BRIDGE
OF THE AMERICAS, LTD.,**
a Texas limited partnership

By Khaledi Portal Managers LLC
a Texas limited liability
company
Its General Partner
By: 
Rasoul Khaledi
Its Manager

Feb

ATTEST:

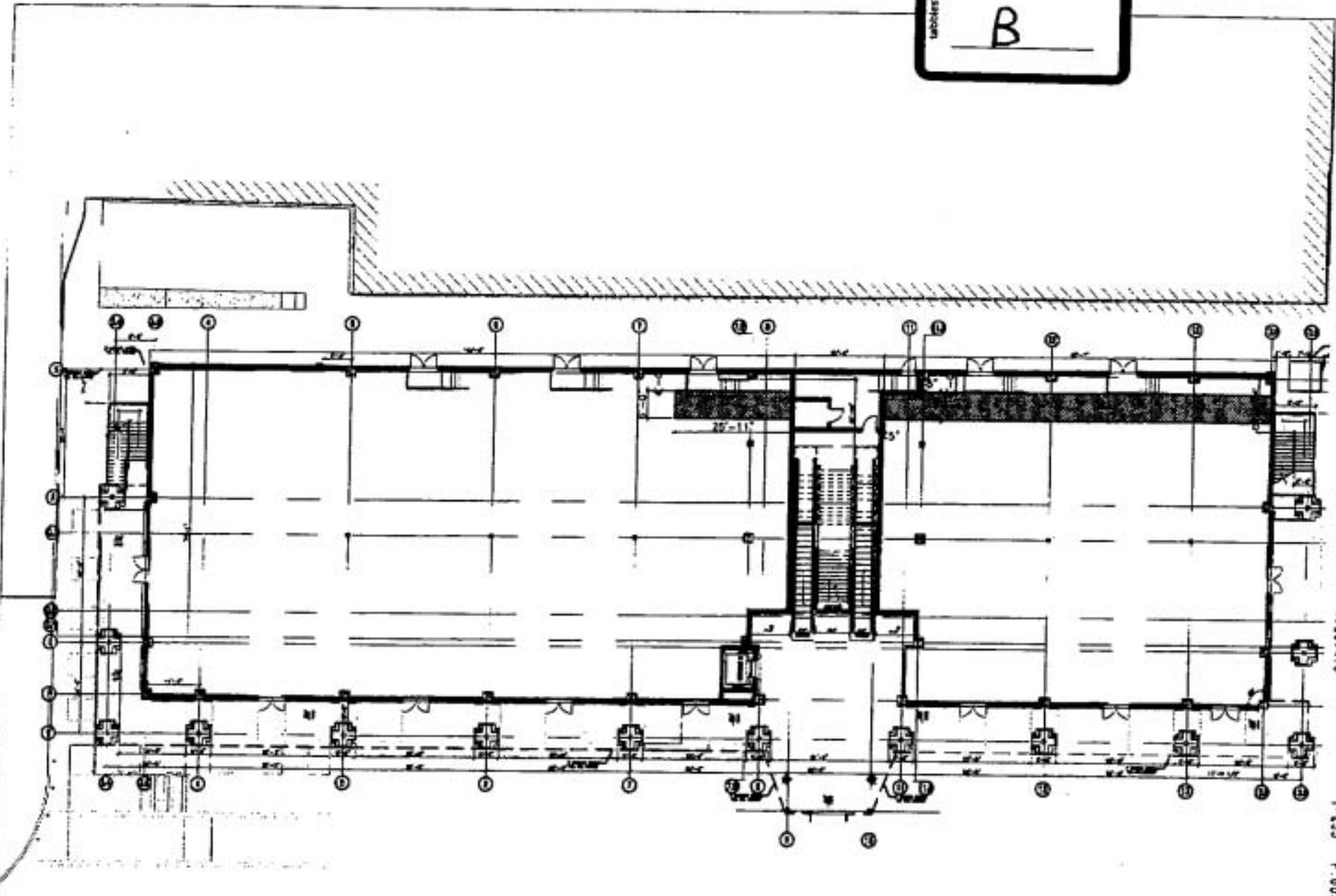
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM

City Attorney

EXHIBIT
B

JUL-10-2006 05:01 PM FROM-Frank Architects



+7257418

T-235 P.003

F-620

BUILDING E KNOCK OUT LOCATION
FIRST FLOOR

JULY-10-06

2006

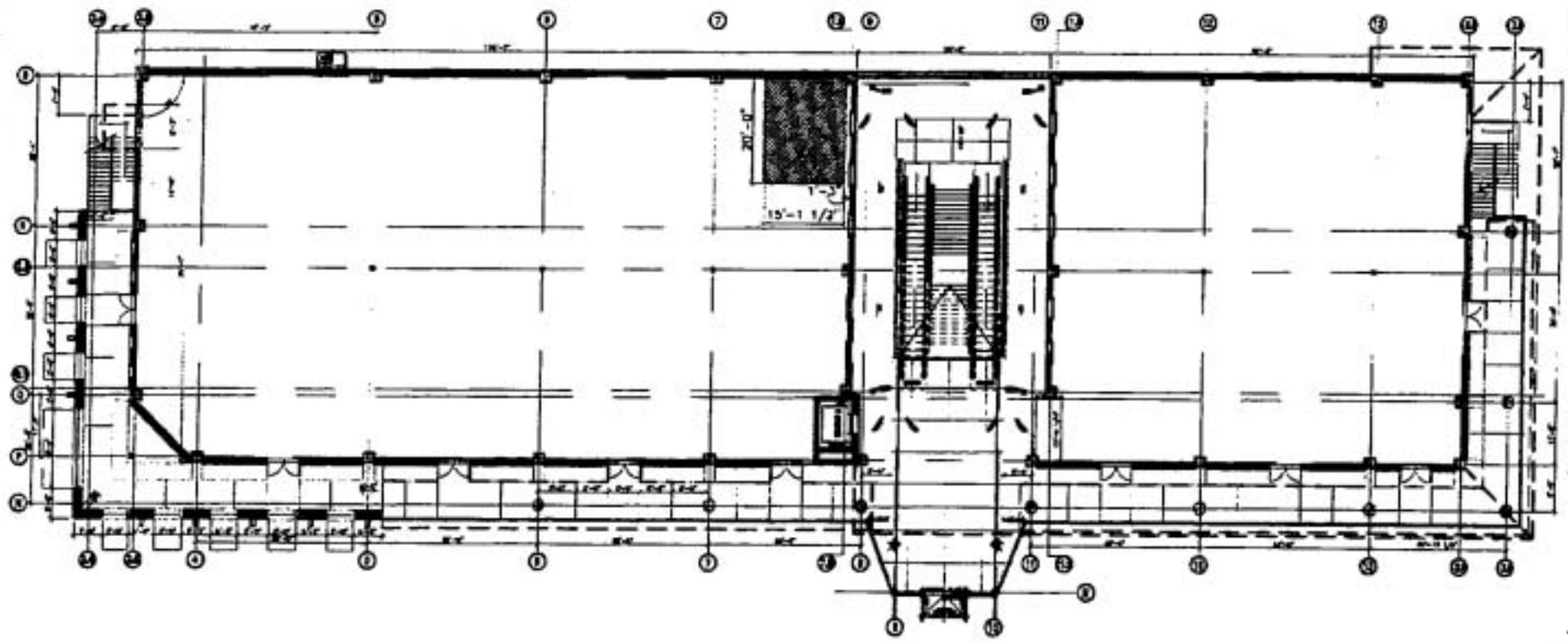
JUL-10-2006 05:00PM

FROM-Frank Architects

+7257418

T-235 P 002

F-620



BUILDING E KNOCK OUT LOCATION
SECOND FLOOR

JULY-10-06

RETAIL/COMMERCIAL SUBLEASE

01. Parties. This sublease agreement ("Sublease") is entered by and between the following parties:

Sublessor: _____

Sublessee: _____

02. Subleased Premises. In consideration of the rents, terms, provisions and covenants of this Sublease, Sublessor hereby leases, lets and determines to Sublessee the following described premises ("Subleased Premises"):

03. Terms. Subject to, and upon the conditions set forth herein, the terms of this Sublease shall commence the Commencement Date and shall terminate the Termination Date.

Commencement Date: _____

Termination Date: _____

04. Base Rent. Base Rent is as follows \$ _____ per month.

05. Percentage Rent. Sublessee shall pay as additional rent a percentage of the Sublessee's Gross Retail Sales (as defined in the Lease) calculated as follows:

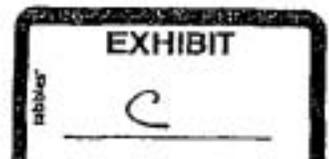
Percentage Rent shall be paid monthly within 15 days of the end of the month in which the sales occurred. Sublessee shall, no later than the date the Percentage rent is due, furnish Sublessor with a copy of the sales tax reports submitted by Sublessee to the Texas Comptroller for the applicable month.

06. Addresses.

Sublessor's Address: _____

Sublessee's Address: _____

07. Permitted Use. Sublessee's permitted use of the leased premises is for commercial and/or food and beverage and related uses.



tab

08. Subordination to Lease. This sublease is made subject and subordinate to a certain Retail Lease Agreement (the "Lease") under which the Sublessor holds the premises, dated _____, 2005, between the City of Laredo, as Landlord, and _____, as Tenant, for a term of 20 years. A photocopy of the Lease, and any modification, is attached to this Sublease as Exhibit A and is incorporated by reference. No provision herein may contain any matter inconsistent with the Lease without the express written consent of the City of Laredo. All restrictions in the Lease on the use and operation of the leased premises are applicable to Sublessee as if fully stated herein. The City of Laredo is hereby made a third party beneficiary of all terms of the Lease that are applicable to this sublease.

09. Base Rent. Sublessee agrees to pay monthly as base rent during the term of this Sublease the sum of money set forth in section 04, which amount shall be payable to Sublessor at the address shown herein. One monthly installment of rent shall be due and payable on the date of execution of this Sublease by Sublessee for the first month's rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the commencement date during the term of this Sublease. Sublessee shall pay, as additional rent, all other sums due under this Sublease.

10. Use. Sublessee warrants and represents to Sublessor that the leased premises shall be used and occupied only for the purpose as set forth in section 07. Sublessee shall occupy the leased premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance.

11. Compliance with Laws, Rules and Regulations. Sublessee, at Sublessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the leased premises.

12. Sublessee Assignment. Sublessee shall not assign, in whole or in part, this Sublease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of Sublessor.

13. Default by Sublessee. The following shall be deemed to be events of default by Sublessee under this Sublease:

- (1) Sublessee shall fail to pay when due any installment of rent or any other payment required under this Sublease; and such failure continues more than ten (10) days after Sublessee's receipt of written notice from Sublessor of such non-payment.
- (2) Sublessee fails to make any other payment to Sublessor required under this Agreement.
- (3) Sublessee fails to operate the Premises under the provisions of this Agreement or abandons the Premises or any substantial part thereof.
- (4) Any interest of Sublessee hereunder is levied under execution.
- (5) Sublessee files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it and this Agreement is not accepted within ninety (90) days in accordance with applicable Bankruptcy Rules.
- (6) Sublessee makes any assignment of its property for the benefit of creditors.

- (7) Sublessee defaults on any other obligations assumed by it hereunder.
- (8) Sublessee falsifies Gross Retail Sales reports.

Upon the happening of any such event other than failure to meet the requirements under section 13(1) hereof, and should Sublessee fail to cure such default within the time specified in the written notice thereof, which in no event shall be less than thirty (30) days, such default shall be deemed a "Material Default".

14. Remedies for Sublessee's Default. Upon the occurrence of any event of default under Article 13(1) hereof or any Material Default, Sublessor shall have the option to pursue any one or more of the remedies set forth herein without any notice or demand. (1) Sublessor may enter upon and take possession of the leased premises and evict Sublessee and any other person who may be occupying all or any part of the leased premises without being liable for any claim for damages. (2) Sublessor may enter upon the leased premises, without being liable for any claim for damages, and do whatever Sublessee is obligated to do under the terms of the Lease or this Sublease. Sublessee agrees to reimburse Sublessor on demand for expenses which Sublessor may incur in effecting compliance with Sublessee's obligations under the Lease or this Sublease; further, Sublessee agrees that Sublessor shall not be liable for any damages resulting to Sublessee from effecting compliance with Sublessee's obligations under the lease or this Sublease caused by negligence of Sublessor or otherwise. (3) Sublessor may terminate this Sublease.

Signed this _____ day of _____, 20__.

SUBLESSOR:

By: _____
Title: _____

SUBLESSEE:

By: _____
Title: _____

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH WEBB COUNTY FOR APPROXIMATELY 1,000 SQUARE FEET CONSTITUTING BUILDING NO. S-3 LOCATED AT 1703 SANDMAN STREET AT THE LAREDO INTERNATIONAL AIRPORT;

1. LEASE TERM IS FOR ONE (1) YEAR COMMENCING ON MAY 1, 2006 AND ENDING ON APRIL 30, 2007, AND MAY BE EXTENDED FOR TWO (2) TERMS OF ONE (1) YEAR EACH ENDING ON APRIL 30, 2008 AND APRIL 30, 2009. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY UPON GIVING A NINETY (90) DAY WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER;
2. MONTHLY RENT SHALL BE \$500.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Webb County, as LESSEE, for approximately 1,000 square feet constituting Building No. S-3 located at 1703 Sandman Street at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute a lease with Webb County for approximately 1,000 square feet constituting Building No. S-3 located at 1703 Sandman Street at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

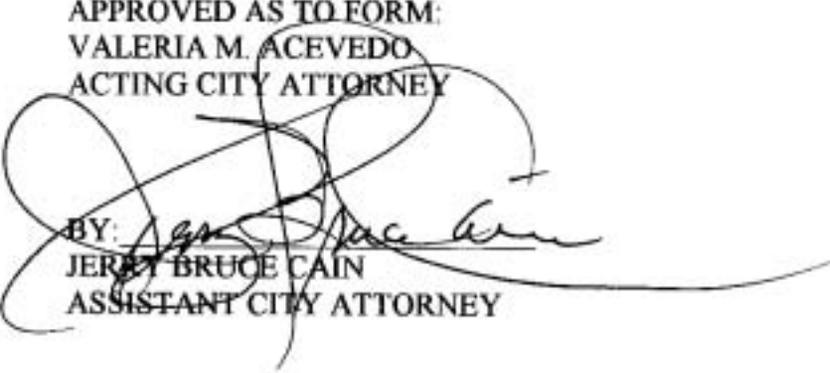
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

This agreement made and entered into by and between the City of Laredo, a municipal corporation (hereinafter called "LESSOR"), and Webb County (hereinafter called "LESSEE").

WITNESSETH

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

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

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

ARTICLE I PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

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

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

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

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

1.01 **LEASED AREA:**

The LESSOR does hereby lease approximately 1,000 square feet constituting Building No. S-3, located at 1703 Sandman Street, Laredo, Webb County, Texas situated on property described as Block No. 17, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM:**

This lease is to be for a term of one (1) year commencing on May 1, 2006 and ending on April 30, 2007. However, it is agreed by the parties that the lease may be terminated by either party upon giving a ninety (90) day written notice from the party terminating to the other.

1.03 **OPTION TO EXTEND:**

LESSEE is hereby granted an option to extend this lease for one (1) year until April 30, 2008, and for an additional one (1) year until April 30, 2009, with each option to be exercised by letter in writing delivered to and received by the LESSOR at its Airport Director's Office, at least sixty (60) days before the end of the previous term. Extension shall be upon the terms and conditions of this agreement. However, it is agreed by the parties that the lease may be terminated by either party upon giving a ninety (90) day written notice from the party terminating to the other.

1.04 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation pursuant to Section 1.05 herein, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Five Hundred Dollars (\$500.00) base rent for each month, during the initial term of this lease and any extension thereto.

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

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

- (a) Any damages to or destruction of the premises or any part thereof;
- (b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;
- (c) Any claim LESSEE has or might have against LESSOR;
- (d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.05 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of May 1, 2007, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as that date from that of the preceding calendar year (January-December)

Example:

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

1.06 **UTILITIES:**

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

1.07 **TAXES:**

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

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.08 **USE AND USE CONFLICT:**

The leased area is to be used and occupied solely for the purpose of warehouse storage and no other use of the leased area is permitted.

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

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

1.09 **LATE CHARGE:**

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

1.10 **NET LEASE:**

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

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

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

1.12 **WARRANTY OF TITLE:**

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

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM:**

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

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

LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

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

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

2.02 LESSEE'S DUTY TO REPAIR:

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

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

2.03 ALTERATIONS:

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

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

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

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

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

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

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

2.04 INSURANCE:

(a) Fire and Extended Coverage Insurance: The leased area is covered under the LESSOR'S Master Insurance Coverage. Premiums are paid by the LESSOR for its sole benefit and protection.

(b) Contents: Insurance on the contents of the leased area is the sole responsibility of the LESSEE.

(c) Public Liability Insurance: LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims, damages, causes of action, cost and expense, including attorney's fees resulting from or related to LESSEE'S use and occupancy of the leased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives from and against which LESSOR shall indemnify and hold LESSEE harmless. In this connection, LESSEE shall carry and maintain Public Liability Insurance in minimum amounts of Five Hundred Thousand Dollars (\$500,000.00) per incident, and One Hundred Thousand Dollars (\$100,000.00) property damage per incident, in which LESSOR shall be named as additional insured. Such policies shall provide that same

shall not be cancelled without thirty (30) days prior written notice to LESSOR, and LESSOR shall be furnished, within thirty (30) days from the effective date of this lease, with a copy of such proof of insurance. However, LESSEE shall maintain Public Liability Insurance at all times throughout the term of this lease. LESSOR reserves the right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of approval thereof shall authorize LESSOR to terminate the lease.

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

3.01 LESSEE'S DEFAULT:

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

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

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

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

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

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

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

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

(a) Terminate the lease and re-enter the leased premises and remove all persons and any all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any

loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

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

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

3.02 **RIGHTS ON DEFAULT:**

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

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

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

3.03 **ATTORNEY'S FEES:**

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

3.04 **HOLDING OVER:**

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

3.05 **ABANDONMENT:**

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

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

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

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

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

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

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

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

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

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

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

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

ARTICLE IV MISCELLANEOUS

4.01 NON-EXCLUSIVE USE:

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

4.02 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

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

4.03 CAPTIONS:

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

4.04 CONSTRUED PURSUANT TO TEXAS LAW:

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

4.05 **RE-ENTRY:**

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

4.06 **NON-EXCLUSIVE USE OF PARKING AREA:**

LESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for such areas.

4.07 **BINDING AGREEMENT:**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.08 **NOTICES:**

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

Webb County
P. O. Box 2397
Laredo, Texas 78044

and to LESSOR:

Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

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

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

4.10 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.11 FIRE CLAUSE:

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

4.12 AREA SURROUNDING BUILDING:

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

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

4.13 GARBAGE STORAGE AND DISPOSAL:

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

4.14 IMPROVEMENTS VESTED IN LESSOR:

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

4.15 SUBORDINATION OF LEASE:

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

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

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.08, entitled "Use and Use Conflict" in this agreement.

4.16 NATIONAL EMERGENCY:

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

4.17 AIRPORT HAZARD:

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

4.18 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.19 AERIAL APPROACHES:

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

4.20 TIME OF ESSENCE:

Time is of the essence in this agreement.

4.21 PREMISES LEASED "AS IS":

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the building.

4.22 PROVISIONS:

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

4.23 AGREEMENT:

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

EXECUTED ON THIS ____ DAY OF _____, 2006.

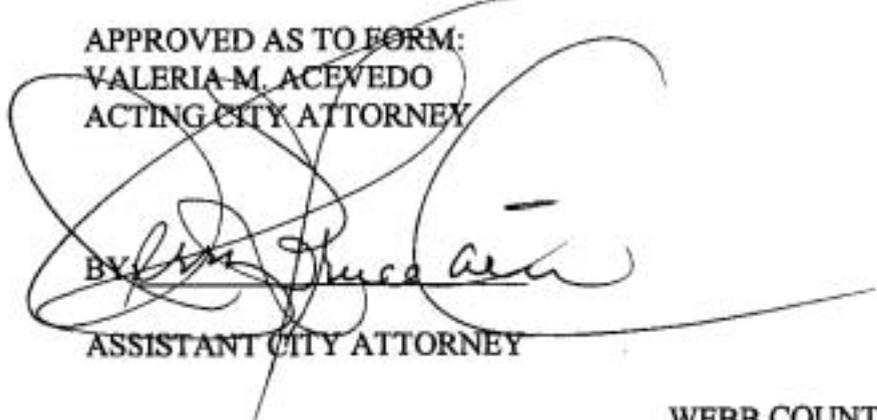
CITY OF LAREDO
a municipal corporation

By: _____
CYNTHIA COLLAZO
ACTING CITY MANAGER

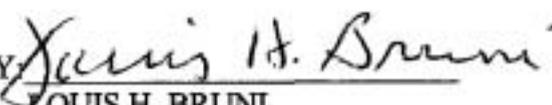
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
ASSISTANT CITY ATTORNEY

WEBB COUNTY

BY: 
LOUIS H. BRUNI
WEBB COUNTY JUDGE

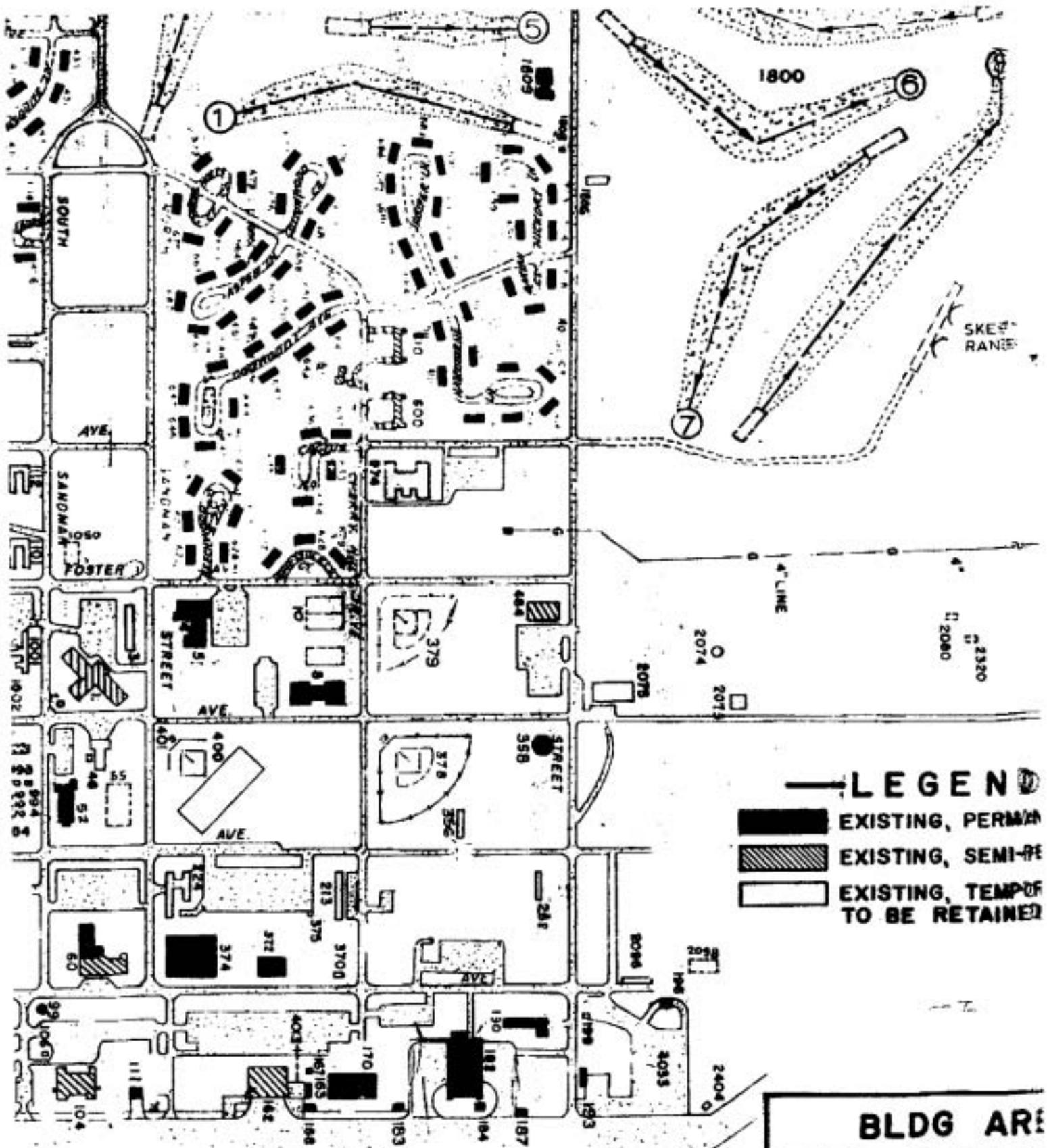
ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

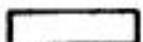
APPROVED AS TO FORM:

Homero Ramirez
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



LEGEND

-  EXISTING, PERMANENT
-  EXISTING, SEMI-PERMANENT
-  EXISTING, TEMPORARY TO BE RETAINED

BLDG AREA

BASIC INFORMATION-LAREDO, TEXAS

COMPILED BY:
CIVIL ENGR DIV

EXHIBIT A

APRON

TAXI

COUNCIL COMMUNICATION

DATE: 12-4-06	SUBJECT: INTRODUCTION OF AN ORDINANCE Authorizing the City Manager to execute a lease with the Washington's Birthday Celebration Association, Inc., (W.B.C.A.) for approximately fifteen (15.0) acres of concrete ramp located on the southwest cargo ramp of the Air Operations Area to include City owned vacant non-aeronautical use land located at the Laredo International Airport for event parking use. Lease term is for two (2) days commencing on February 10, 2007 and ending on February 11, 2007. City Council finds and declares that a valid public purpose would be served in setting the daily rental fee at \$1.00; providing for an effective date.	
INITIATED BY: Rafael Garcia, Jr. Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Director
PREVIOUS COUNCIL ACTION: City Council has approved previous lease agreements with the Washington's Birthday Celebration Association, Inc.		
BACKGROUND: <p>The Washington's Birthday Celebration Association, Inc. (WBCA), requests the use of approximately fifteen (15.0) acres on the southwest end of the Air Operations Area for the purpose of hosting Air Show 2007. This air show, which complements the rest of the activities celebrated by WBCA, is being co-sponsored by the City of Laredo and the Laredo International Airport.</p> <p>WBCA proposes to bring in approximately 30 different types of airplanes to include civilian and military type aircraft.</p> <p>The air show creates public goodwill for the airport. City Council must find and declare that a valid public purpose would be served in order to charge a de minimis daily rental fee of \$1.00 for the lease. Otherwise, no less than fair market value may be accepted as rental.</p> <p>WBCA will be responsible for supplying the event with sufficient amount of security both inside the air show premises as well as the parking areas, portable restrooms and garbage storage and disposal, and general public liability insurance in the amount of \$5.0 million to include the City of Laredo as co-insured.</p>		
FINANCIAL IMPACT: Aeronautical Land Rent Revenues Account No. 242-0000-361-2070 Daily Rent: \$1.00 x 2 Days = \$2.00		
City Council finds and declares that a valid public purpose would be served in setting the daily rental fee at \$1.00.		
COMMITTEE RECOMMENDATION: On July 10, 2006, the Airport Advisory Sub-Committee on Rates and Charges and the Airport Advisory Committee recommended approval.		STAFF RECOMMENDATION: That the City Manager be authorized to execute a lease with the Washington's Birthday Celebration Association, Inc.

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH THE WASHINGTON'S BIRTHDAY CELEBRATION ASSOCIATION (W.B.C.A.) FOR APPROXIMATELY FIFTEEN (15.0) ACRES OF CONCRETE RAMP LOCATED ON THE SOUTHWEST CARGO RAMP OF THE AIR OPERATIONS AREA TO INCLUDE CITY OWNED VACANT NON-AERONAUTICAL USE LAND LOCATED AT THE LAREDO INTERNATIONAL AIRPORT FOR EVENT PARKING USE;

1. LEASE TERM IS FOR TWO (2) DAYS COMMENCING ON FEBRUARY 10, 2007 AND ENDING ON FEBRUARY 11, 2007;

2. CITY COUNCIL FINDS AND DECLARES THAT A VALID PUBLIC PURPOSE WOULD BE SERVED IN SETTING THE DAILY RENTAL FEE AT \$1.00; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and the Washington's Birthday Celebration Association, as LESSEE, for approximately fifteen (15.0) acres of concrete ramp located on the southwest cargo ramp of the Air Operations Area to include City owned vacant non-aeronautical use land for event parking use at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute a lease with the Washington's Birthday Celebration Association for approximately fifteen (15.0) acres of concrete ramp located on the southwest cargo ramp of the Air Operations Area to include City owned vacant non-aeronautical use land for event parking use at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

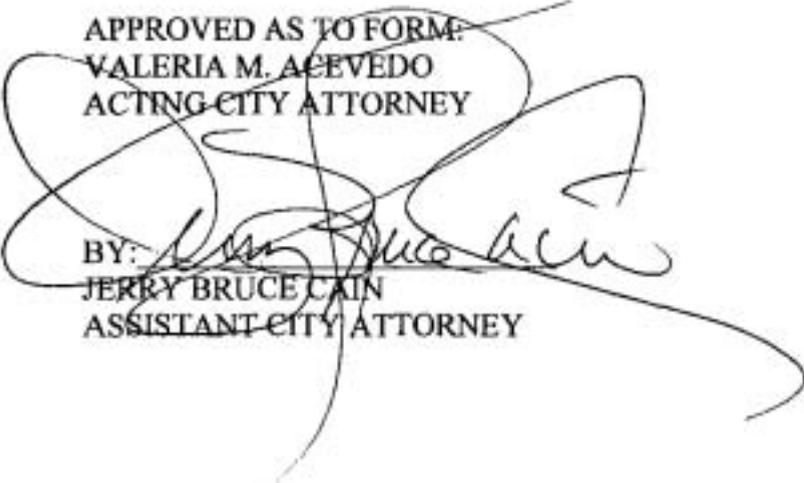
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

This agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called "LESSOR"), and Washington's Birthday Celebration Association, Inc. (hereinafter called "LESSEE").

WITNESSETH

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

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

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

ARTICLE I PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

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

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

"TERMS": The terms of this contract are binding on the agents, employees, servants, successors, and assigns of LESSEE, except where otherwise noted in this instrument.

EXHIBIT A

1.01 LEASED AREA:

The LESSOR does hereby lease the premises containing approximately 15.0 acres more particularly described as land located on the southwest cargo ramp of the Air Operations Area of the Laredo International Airport and as shown on Exhibit A, which is attached hereto and incorporated herein, all hereinafter referred to as the "premises", all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR. Premises are leased unto LESSEE in "AS IS" condition. LESSEE has inspected the premises and accepts same in "AS IS" condition.

1.02 TERM:

This lease shall be for two (2) days commencing on February 10, 2007 and ending on February 11, 2007.

1.03 HOURS OF OPERATION:

LESSEE promises to adhere to and agrees to the following hours of operation for the use of the premises as an air show.

Saturday, February 10, 2007 - 7:00 a.m. to 7:00 p.m.

Sunday, February 11, 2007 - 7:00 a.m. to 7:00 p.m.

1.04 RENTAL OBLIGATION:

LESSEE agrees to pay to LESSOR the sum of One Dollar (\$1.00) per day for each day the premises are used by LESSEE. The full obligation of Two Dollars (\$2.00) shall be due and payable to LESSOR no later than February 9, 2007. City Council finds and declares that a valid public purpose would be served in setting the daily rental fee at \$1.00.

1.05 USE AND USE CONFLICT:

The premises are to be occupied solely for the purpose of staging an air show and public display of aircraft and military equipment.

1.06 GROUNDS:

LESSEE at LESSEE'S sole cost and expense agrees to provide a minimum of fifty (50) open top 55 gallon capacity containers and four (4) eight-yard dumpster containers on the premises for the purpose of trash collection.

1.07 FENCING:

LESSEE agrees to install and maintain at LESSEE'S sole cost sufficient barriers

necessary to maintain security in the Air Operations Area as depicted on Exhibit A on or before February 10, 2007, and LESSEE further agrees to promptly remove same at termination of this agreement.

1.08 PARKING:

LESSEE shall provide for suitable automobile parking areas in such locations as approved by the Airport Director, and shall be responsible for all roadway signage and directions of spectators and vehicles to the public parking areas, and for collection of fees in such parking areas. The roadway signs and other directions to such parking areas may also advertise, in the discretion of the LESSEE, that donations will be accepted or that a fee will be charged for such parking. Procedures for direction and control for vehicles shall be as coordinated and approved by the Airport Police.

1.09 LIGHTING:

LESSEE at LESSEE'S sole cost and expense agrees to provide temporary security lighting on the premises.

1.10 INGRESS AND EGRESS:

LESSEE shall be responsible for securing the entrances to the display areas and collecting tickets, if required, for all spectators entering the display area. Any law enforcement and/or security personnel required to contain and manage crowds shall be the responsibility of the LESSEE. Security arrangements shall be coordinated and approved by the Airport Director and the Laredo International Airport Police.

1.11 SECURITY:

LESSEE shall be responsible for crowd control and vehicular traffic control associated with the air show, and will provide and erect barriers necessary to maintain security in the Aircraft Operations Areas as required by the City's Airport Director. LESSEE shall provide at minimum thirty (30) security officers at the air show site.

1.12 RESTROOMS:

LESSEE agrees to supply at minimum thirty (30) portable sanitation facilities, such as toilets, trash containers, etc., to accommodate those attending the event, and will provide the personnel to clean up and remove all facilities installed for the event at the termination of this agreement.

1.13 GARBAGE STORAGE AND DISPOSAL:

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

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

2.01 INDEMNITY AND NONCLAIM:

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and declares that said premises were in good condition when possession of same was accepted.

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

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

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives.

2.02 INSURANCE:

A. General Public Liability Insurance: LESSEE agrees to indemnify and hold

LESSOR harmless from any and all claims, damages, causes of action, costs and expenses, including attorney's fees resulting from or related to LESSEE'S use and occupancy of the leased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of LESSOR, its employees, agents or representatives from and against which LESSOR shall indemnify and hold LESSEE harmless. In this connection, LESSEE shall carry and maintain General Public Liability Insurance in minimum amounts of FIVE MILLION DOLLARS per occurrence, in which LESSOR shall be named as additional insured. LESSOR shall be furnished a copy of proof of insurance prior to occupancy of leased premises.

B. Further, LESSEE agrees to require that each pilot flying in such air show provide at their own expense comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit. Such insurance shall service to protect and indemnify the City against any and every possible claim for accidents or other liabilities which might arise in connection with their flying of an aircraft in such air show. If any or all of such insurance is not provided to the Airport Director prior to the air show, the Airport Director will disallow the staging and conducting of the air show and its ancillary activities or that portion of the air show which does not meet the above described insurance requirements.

ARTICLE III DEFAULT

3.01 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

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

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

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

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

4. That in the event of breach of any of the preceding nondiscrimination covenants,

LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.

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

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

ARTICLE IV MISCELLANEOUS

4.01 CONSTRUED PURSUANT TO TEXAS LAW:

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

4.02 BINDING AGREEMENT:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited.

4.03 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

4.04 SIGNS:

LESSEE agrees to provide, at LESSEE'S sole cost and expense any and all temporary signs. Signs to include but not limited to; parking lot entrance and exit, air show entrance, pedestrian crossings, Do Not Litter, parking lot marking signs, No-Parking, Do Not Block Driveway, etc.

4.05 SPECIAL PROVISION:

LESSEE shall be responsible for the parking of all aircraft which is part of the air show and its ancillary activities. LESSEE shall also be responsible for the movement of such aircraft while in the parking areas and on the aprons at Laredo International Airport. All

such aircraft parking and movement shall be coordinated in advance with ground control at the Airport. The City assumes no financial responsibility of any kind or nature relative to the air show.

No activities will be permitted during the air show which would compromise the Airport's compliance with Federal Aviation Administration regulations, or any other applicable laws or regulations.

LESSEE shall obtain all licenses, permits, clearances, or other like documentation required by any and all governmental agencies that are necessary for the conduct of an air show, including but not limited to, the Federal Aviation Administration (FAA). The LESSEE shall obtain the appropriate Certificate of Waiver or Authorization from the FAA prior to the air show and shall comply with all provisions of the Waiver. A copy of said Waiver shall be attached to this Agreement as Exhibit "I" and shall be made a part hereof for all legal purposes.

LESSEE will advise the City of Laredo Fire Chief of its activities in order for the City of Laredo Fire Department to provide appropriate fire fighting and emergency ambulance services.

LESSEE shall be solely responsible for contracting with and arranging for all parties which are to perform in the air show.

LESSEE shall have exclusive control and supervision of the sales and content of all advertising and all radio, television, broadcasting, or recording and transcription rights, and other media contracts, and shall have the sole right to proceeds derived therefrom.

LESSEE shall arrange for and supervise all concessions and shall have the sole right to the proceeds of the sale of all merchandise therefrom. However, no alcoholic beverages shall be sold or served at the air show.

LESSEE shall have the exclusive right to handle, control, and keep custody of receipts and funds derived from sales for admission to the air show, or from any other source in any way connected therewith, and shall have the sole right to all proceeds derived therefrom.

LESSEE shall not allow the use and detonation of pyrotechnic or explosive devices on the Airport.

4.06 NOTAMS:

LESSEE shall coordinate with the City's Airport Director for the issuance of proper Notices to Airmen (NOTAMs) regarding the closure of any portion of the Airport during the flying portion of the air show, however, the Laredo International Airport will be the sole agency to issue the NOTAMs. LESSEE will coordinate the air show to ensure that all scheduled air carriers serving the Airport and airline operations may continue unimpeded

during the air show. LESSEE also agrees that any aircraft which may experience an emergency situation during the time of the air show will be allowed to use the Airport without hindrance.

4.07 HOLDING OVER:

In the event LESSEE does not vacate all or part of the premises at the expiration date of this agreement, LESSEE'S rental obligation shall continue and LESSEE shall be obligated to pay LESSOR rent at the same daily rate in effect prior to holding over.

4.08 JOINT AND SEVERAL LIABILITY:

If more than one LESSEE is named herein, the obligations of each LESSEE herein shall be joint and severable. The singular includes the plural, and the plural includes the singular.

4.09 SUBORDINATION OF LEASE:

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

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

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.06; titled "Use and Use Conflict" in this agreement.

4.10 NATIONAL EMERGENCY:

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

4.11 AIRPORT HAZARD:

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

4.12 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.13 AERIAL APPROACHES:

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

4.14 TIME OF ESSENCE:

Time is of the essence in this agreement.

EXECUTED ON THIS ____ DAY OF _____, 200__.

CITY OF LAREDO, a Municipal Corporation

By: _____
CYNTHIA COLLAZO
ACTING CITY MANAGER

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: _____
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

WASHINGTON'S BIRTHDAY
CELEBRATION ASSOCIATION,
INC.

BY: 
RICHARD R. VALLS, JR.
PRESIDENT

COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-303 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.37 acres, as further described by metes and bounds in attached Exhibit "A", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date. ZC-44B-2006</p>	
<p>Initiated by: Daughters of Mary Salesian Sisters</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: This item was introduced by Gene Belmares and the City Council meeting of 11/20/06.</p>		
<p>BACKGROUND Council District: VI – Gene Belmares Proposed use: Commercial Site: Mary Help of Christians School Surrounding land uses: The land surrounding to the east of the site is comprised of single family residences. The land south of the site includes multi-family condominiums and Nye Elementary School. The land west of the site includes KGNS-TV, What-a-burger, HEB and Target. North of the site are multi-family townhouses and undeveloped land. Comprehensive Plan: The Future Land Use Map recognizes this area as Institutional. Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Major Arterial. Letters sent to surrounding property owners: 29 In Favor: 1 Opposed: 2</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this site. The proposed district is compatible with similar B-1 districts to west. Del Mar Boulevard to the west is following a commercial trend of development. Although the Comprehensive Plan designates this area as Institutional, the proposed change is compatible with the pattern of development to the west.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

STAFF COMMENTS

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

Is this change contrary to the established land use pattern?

No, the land use pattern is following a commercial trend.

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

No. There are other B-1 districts to the southwest of the site

Will change adversely influence living conditions in the neighborhood?

No.

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

Yes, the existing zoning allows for residential uses only.

ORDINANCE NO. 2006-O-303

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7.37 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 10 E. DEL MAR BOULEVARD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 7.37 acres as further described by metes and bounds in attached Exhibit "A", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited 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 October 19, 2006, 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 November 20, 2006, 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 7.37 acres as further described by metes and bounds in attached Exhibit "A", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited 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.

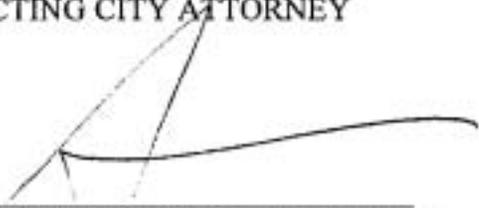
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



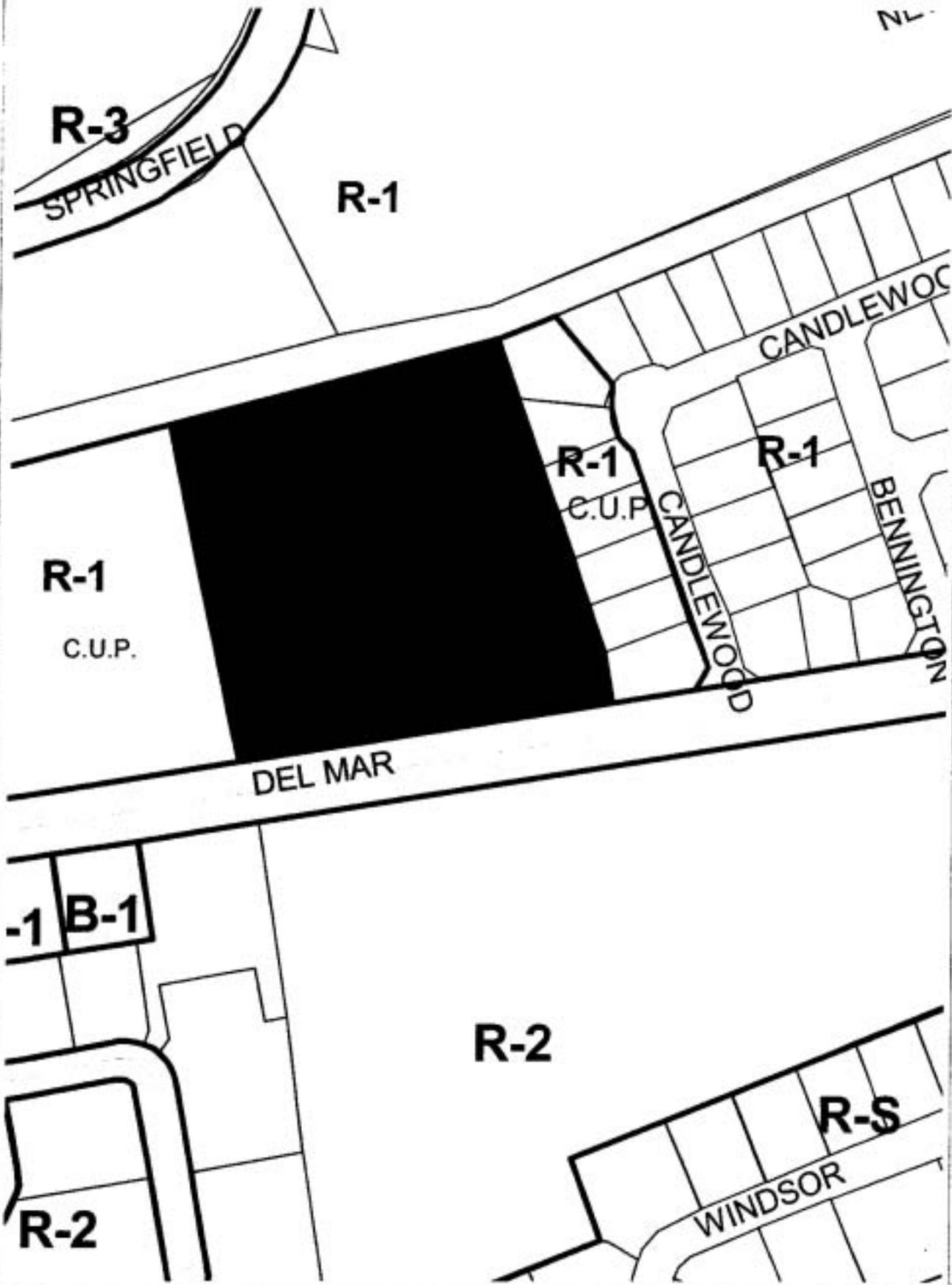
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY



Rezone from R-1 (Single Family Residential District)
To B-1 (Limited Business District)

LOCATION: 10 E. Del Mar Blvd

ZC-44-2006



CITY OF LAREDO
 REC. VOL. 296, PAGE 214-216
 WEBB COUNTY DEED RECORDS

84.0' EASEMENT AND R.O.W TO CENTRAL POWER
 AND LIGHT, RECORDED IN VOL. 224,
 PAGES 158-160, WEBB COUNTY DEED RECORDS

PORCION 24, A-268
 PORCION 25, A-50

TORIBO RODRIGUEZ
 ORIGINAL GRANTEE
 JOAN F. GARCIA
 ORIGINAL GRANTEE

INSTITUTE OF DAUGHTERS
 OF MARY SALESIAN SISTERS
 RECORDED IN VOL. 299, PAGE 545-548
 WEBB COUNTY DEED RECORDS

7.37 ACRE
 TRACT

S 09°02'00" E
 80.00'

S 80°58'00" W
 579.18'

POINT OF BEGINNING
 7.37 ACRE TRACT

DEL MAR BOULEVARD
 (100' R.O.W.)

CERTIFICATE OF SURVEYOR

I, FRANCISCO ESTRADA IV, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THE ABOVE CAPTIONED "PLAT OF SURVEY" IS TRUE AND WAS PREPARED FROM AVAILABLE OFFICE RECORDS ONLY AND WITHOUT THE BENEFIT OF A TITLE COMMITMENT.


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

08-27-06
 DATE

SUBJECT IS NOT LOCATED IN
 FLOOD PLAN ACCORDING
 TO FIRM MAP.

COMMUNITY-PANEL NUMBER
 481059 0640 01
 MAY 17, 1982

Exhibit "A"

BOUNDARY SURVEY OF

A tract of land containing 7.37 acres of land, more or less, being out of Porcion 24, Abstract 268, Toribio Rodriguez, Original Grantee, and Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee, Webb County, Texas and being out of a tract of land granted to the Institute of Daughters of Mary (of San Antonio) Salesian Sisters as recorded in Volume 299, Pages 545-548, Webb County Deed Records.



**Sherfy
 Engineering
 Company, L.L.C.**

104 Del Court
 Suite 400
 Laredo, Texas 78041
 (956) 791-3511
 Fax: 956-791-3511

SCALE: 1"=100'



METES AND BOUNDS DESCRIPTION
7.37 ACRE TRACT

A tract of land containing 7.37 acres of land, more or less, being out of Porcion 24, Abstract 268, Toribio Rodriguez, Original Grantee, and Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee, Webb County, Texas and being out of a tract of land granted to the Institute of Daughters of Mary (of San Antonio) Salesian Sisters as recorded in Volume 299, Pages 545-548, Webb County Deed Records, said tract being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of Lot 1, Block 1, Del Mar Hills Subdivision Section "1", Area "B", recorded in Volume 2, Page 178, Webb County Map Records, same being the southeast corner of the herein described tract;

Thence, S 80°58'00" W, along the north right-of-way line of Del Mar Boulevard (a 100 foot wide right-of-way) a distance of 579.18 feet to a point, the southwest corner of the herein described tract;

Thence, N 15°37'30" W, leaving the north right-of-way line of said Del Mar Boulevard a distance of 535.48 feet to a point, the northwest corner of the herein described tract;

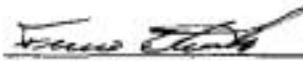
Thence, N 75°00'30" E, along the north line of said tract same being the south line of a 12.417 acre tract recorded in Volume 296, Pages 214-216, Webb County Deed Records, a distance of 545.56 feet to a point, the northeast corner of the herein described tract;

Thence, S 19°50'00" E, along the east line of said tract same being the west line of said Del Mar Hills Subdivision Section "1", Area "B" a distance of 517.85 feet to a point, an exterior corner of the herein described tract;

Thence, S 09°02'00" E, a distance of 80.00 feet to return to and close at the Point of Beginning, containing 7.37 acres of land.

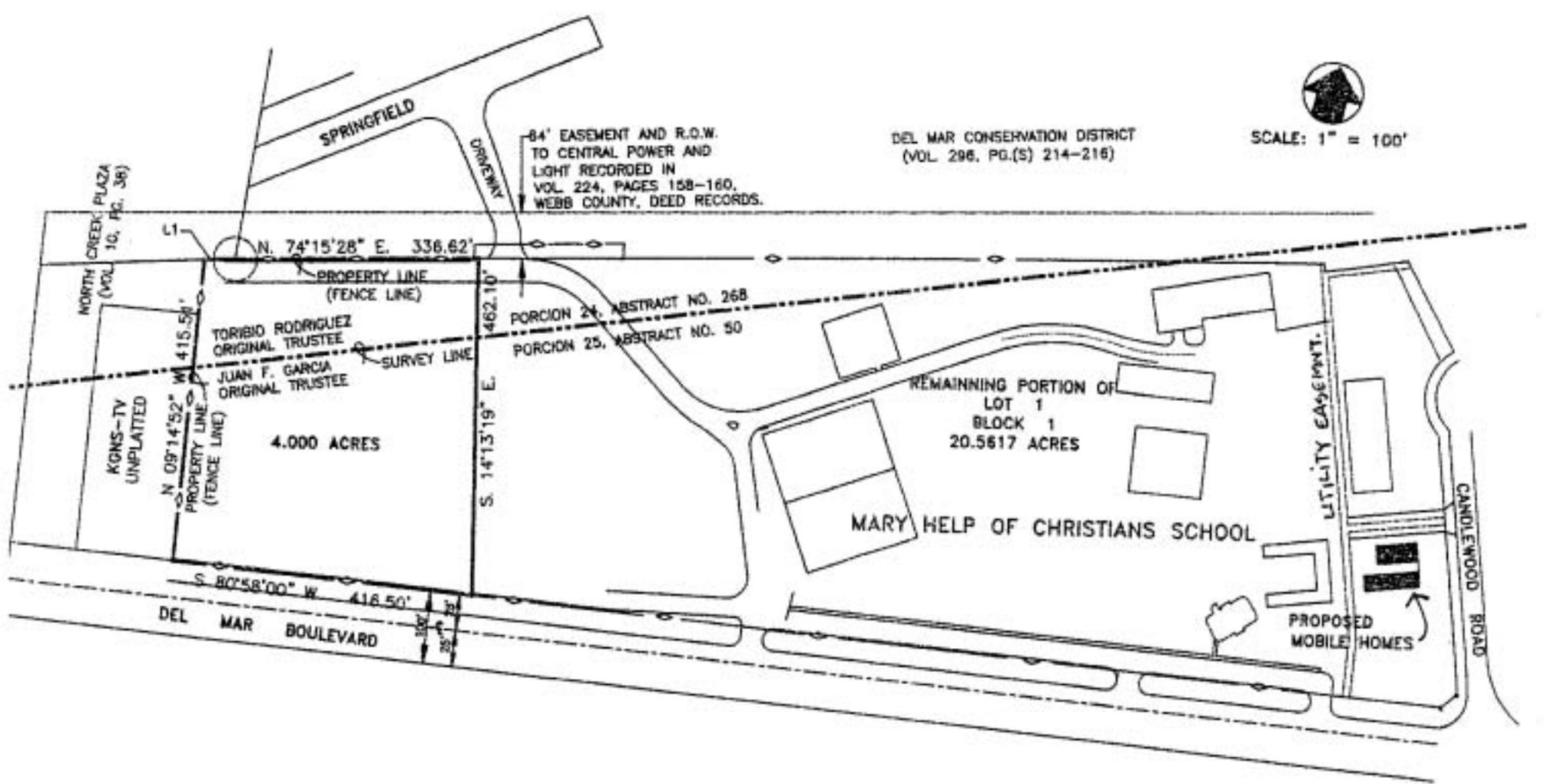
State of Texas:
County of Webb:

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" and attached "Plat of Survey" is true and was prepared from available office records only and without the benefit of a title commitment.


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

04-27-06
Current Date

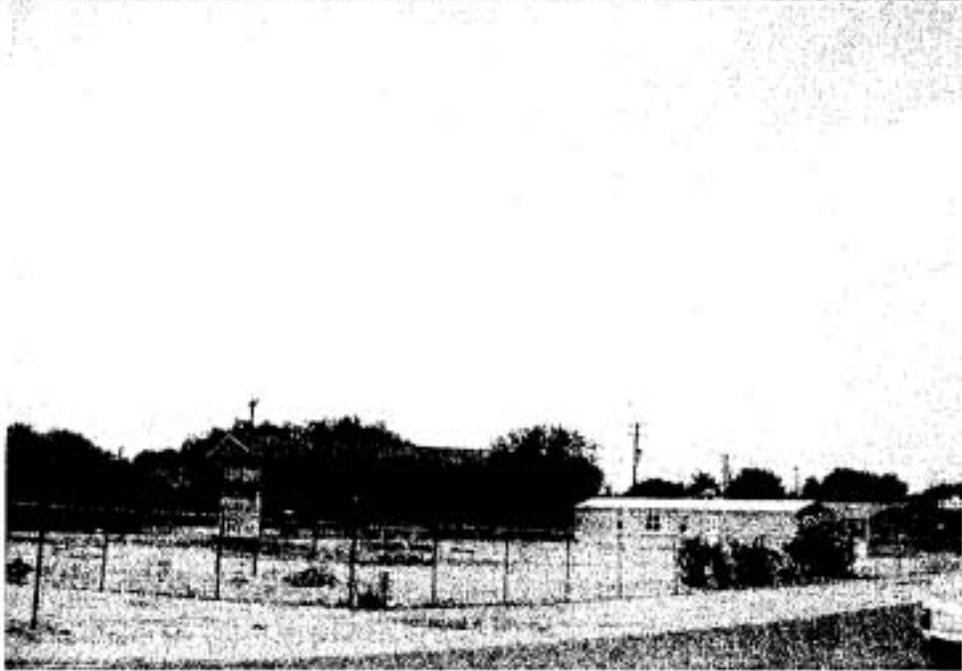
Exhibit "A"



SCALE: 1" = 100'

DEL MAR CONSERVATION DISTRICT
(VOL. 296, PG.(S) 214-216)

10 E. Del Mar Boulevard
ZC-44-2006



COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-304 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 11.25 acres, as further described by metes and bounds in attached Exhibit "A", located 10 East Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-3 (Community Business District); providing for publication and effective date. ZC-45B-2006</p>	
<p>Initiated by: Daughters of Mary Salesian Sisters</p>	<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>	
<p>Prior action: This item was introduced by Gene Belmares at the City Council meeting of 11/20/06.</p>		
<p>BACKGROUND Council District: VI – Gene Belmares Proposed use: Commercial Site: Mary Help of Christians School Surrounding land uses: The land surrounding to the east of the site is comprised of single family residences. The land south of the site includes multi-family condominiums and Nye Elementary School. The land west of the site includes KGNS-TV, What-a-burger, HEB and Target. North of the site are multi-family townhouses and undeveloped land. Comprehensive Plan: The Future Land Use Map recognizes this area as Institutional. Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Major Arterial. Letters sent to surrounding property owners: 71 In Favor: 2 Opposed: 1</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. Although, the Comprehensive Plan designates this property as Institutional, the proposed change is consistent with the land use pattern to the north and west of the site. The B-3 district is compatible with other commercial zoning districts adjacent to the site.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change</p>	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

No, there is a substantial pattern of commercial development along this corridor.

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

No, there exist B-1 and B-4 districts in the immediate vicinity of this site

Will change adversely influence living conditions in the neighborhood?

No.

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

Yes, the current zoning only allows for residential type uses.

ORDINANCE NO. 2006-O-304

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 11.25 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 10 EAST DEL MAR BOULEVARD, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 11.25 acres, as further described by metes and bounds in attached Exhibit "A", located at 10 East Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006, 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 November 20, 2006, 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 11.25 acres, as further described by metes and bounds in attached Exhibit "A", located at 10 East Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-3 (Community Business District).

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

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

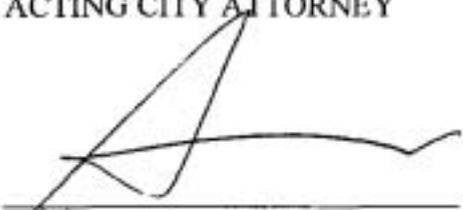
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

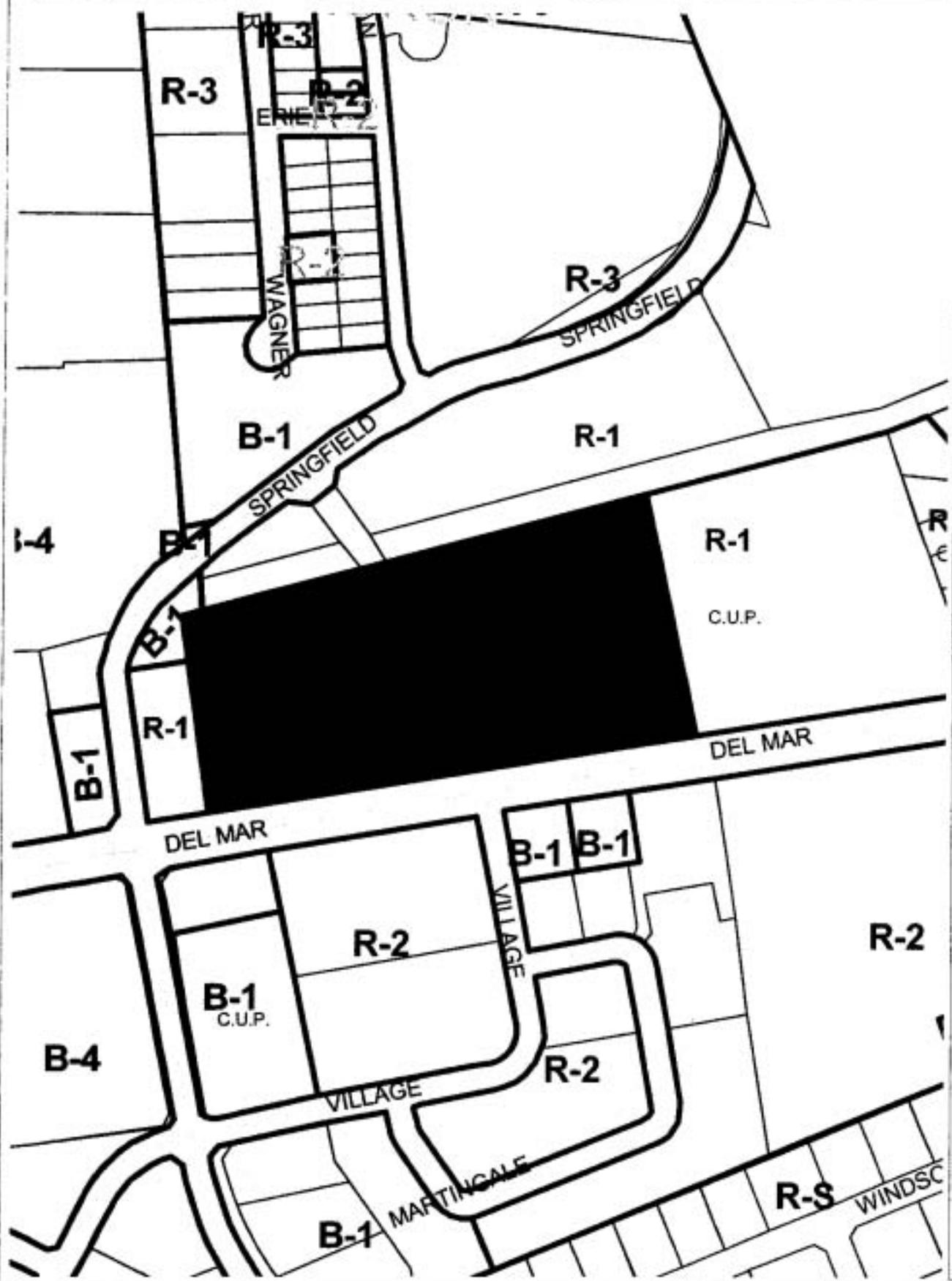


Rezone from R-1 (Single Family Resider. al District)
To B-3 (Community Business District)

Zone Case

LOCATION: 10 E. Del Mar Blvd

ZC-45-2006



**METES AND BOUNDS DESCRIPTION
11.25 ACRE TRACT**

A tract of land containing 11.25 acres of land, more or less, being out of Porcion 24, Abstract 268, Torbio Rodriguez, Original Grantee, and Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee, Webb County, Texas and being out of a tract of land granted to the Institute of Daughters of Mary (of San Antonio) Salesian Sisters as recorded in Volume 299, Pages 545-548, Webb County Deed Records, said tract being more particularly described by metes and bounds as follows:

Beginning at an interior corner of Lot 5-D, Re-Plat of Lots 5B-5C North Creek Plaza into Lot 5-D North Creek Plaza as recorded in Volume 22, Page 01, Webb County Map Records, same being the northwest corner of the herein described tract;

Thence, N 73°40'09" E, along the south line of said Lot 5-D a distance of 42.29 feet to a point, an interior corner of the herein described tract;

Thence, N 05°00'00" E, a distance of 0.70 feet to a point, an exterior corner of the herein described tract;

Thence, N 74°22'30" E, along the north line of said 11.25 acre tract same being the south line of a 12.417 acre tract recorded in Volume 296, Pages 214-216, Webb County Deed Records a distance of 939.45 feet to a point, a deflection right;

Thence, N 75°00'30" E, a distance of 24.34 feet to a point, the northeast corner of the herein described tract;

Thence, S 15°37'30" E, a distance of 535.48 feet to a point on the north right-of-way line of Del Mar Boulevard (a 100 foot wide right-of-way), the southeast corner of the herein described tract;

Thence, S 80°58'00" W, along the north right-of-way line of said Del Mar Boulevard a distance of 1,059.35 feet to a point, the southwest corner of the herein described tract;

Thence, N 09°14'52" W, leaving the north right-of-way line of said Del Mar Boulevard along the west of the said 11.25 acre tract same being the east of KGNS-TV as recorded in Volume 434, Page 540, Webb County Deed Records a distance of 415.51 feet to return to and close at the Point of Beginning, containing 11.25 acres 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" and attached "Plat of Survey" is true and was prepared from available office records only and without the benefit of a title commitment.


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

04-27-06
Current Date

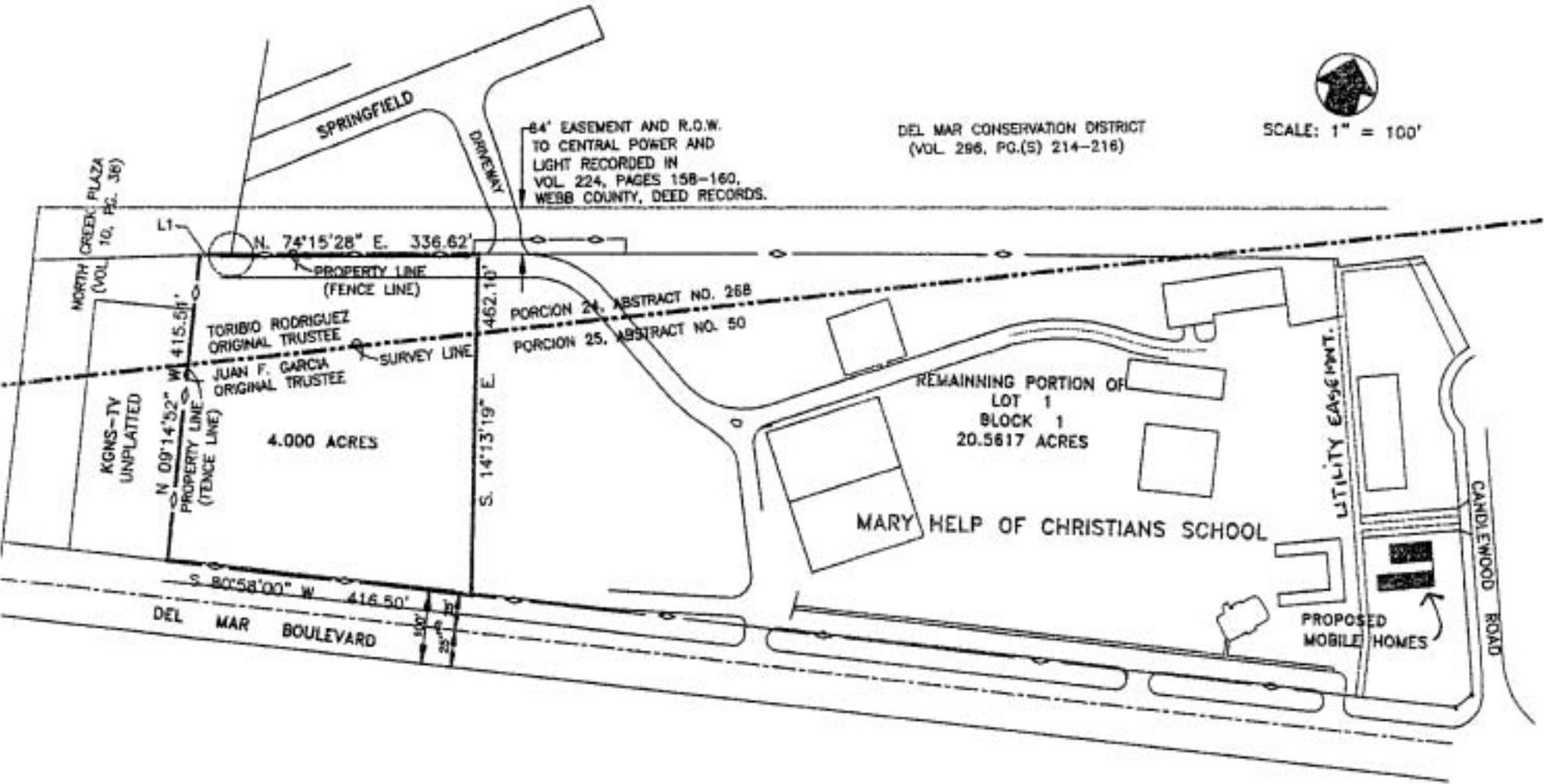
Exhibit "A"



SCALE: 1" = 100'

DEL MAR CONSERVATION DISTRICT
(VOL. 286, PG.(5) 214-216)

64' EASEMENT AND R.O.W.
TO CENTRAL POWER AND
LIGHT RECORDED IN
VOL. 224, PAGES 158-160,
WEBB COUNTY, DEED RECORDS.



N. 74°15'28" E. 336.62'

PROPERTY LINE
(FENCE LINE)

415.51'

N 09°14'52" W
PROPERTY LINE
(FENCE LINE)

TORIBIO RODRIGUEZ
ORIGINAL TRUSTEE
JUAN F. GARCIA
ORIGINAL TRUSTEE

4.000 ACRES

462.10'
S. 14°13'19" E

PORCION 24, ABSTRACT NO. 268
PORCION 25, ABSTRACT NO. 50

REMAINING PORTION OF
LOT 1
BLOCK 1
20.5817 ACRES

MARY HELP OF CHRISTIANS SCHOOL

UTILITY EASEMENT.

S 80°58'00" W 416.50'

DEL MAR BOULEVARD

CANDLEWOOD ROAD

PROPOSED
MOBILE HOMES

NORTH CREEK PLAZA
(VOL. 10, PG. 36)

SPRINGFIELD

DRIVEWAY

10 E. Del Mar Boulevard
ZC-45-2006



COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-305 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 thru 7, Block 1, Del Mar Hills Subdivision, Section 1, Area "B", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date. ZC-46B-2006</p>	
<p>Initiated by: Daughters of Mary Salesian Sisters</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Deputy City Manager</p>
<p>Prior action: This item was introduced by Gene Belmares at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND Council District: VI – Gene Belmares Proposed use: Commercial Site: Mary Help of Christians School Surrounding land uses: The land surrounding to the east of the site is comprised of single family residences. The land south of the site includes multi-family condominiums and Nye Elementary School. The land west of the site includes KGNS-TV, What-a-burger, HEB and Target. North of the site are multi-family townhouses and undeveloped land. Comprehensive Plan: The Future Land Use Map recognizes this area as Institutional. Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Major Arterial. Letters sent to surrounding property owners: 17 In Favor: 1 Opposed: 2</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this site. The proposed district is compatible with similar B-1 districts to west. Del Mar Boulevard to the west is following a commercial trend of development. Although the Comprehensive Plan designates this area as Institutional, the proposed change is compatible with the pattern of development to the west.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 1 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

STAFF COMMENTS

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

Is this change contrary to the established land use pattern?

Yes, these lots are front a local street and are adjacent to an established single-family residential neighborhood.

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

No. There are other B-1 districts to the southwest of the site

Will change adversely influence living conditions in the neighborhood?

Yes, this change may introduce incompatible uses to the existing neighborhood.

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

Yes, the existing zoning allows for residential uses only.

ORDINANCE NO. 2006-O-305

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 THRU 7, BLOCK 1, DEL MAR HILLS SUBDIVISION, SECTION 1, AREA "B", LOCATED AT 10 E. DEL MAR BOULEVARD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1 thru 7, Block 1, Del Mar Hills Subdivision, Section 1, Area "B", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited 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 October 19, 2006, 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 November 20, 2006, 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 Lots 1 thru 7, Block 1, Del Mar Hills Subdivision, Section 1, Area "B", located at 10 E. Del Mar Boulevard, from R-1 (Single Family Residential District) to B-1 (Limited 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.

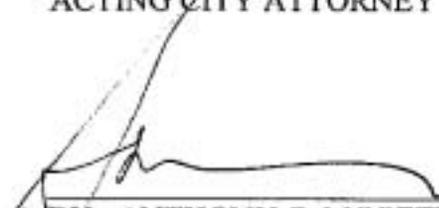
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

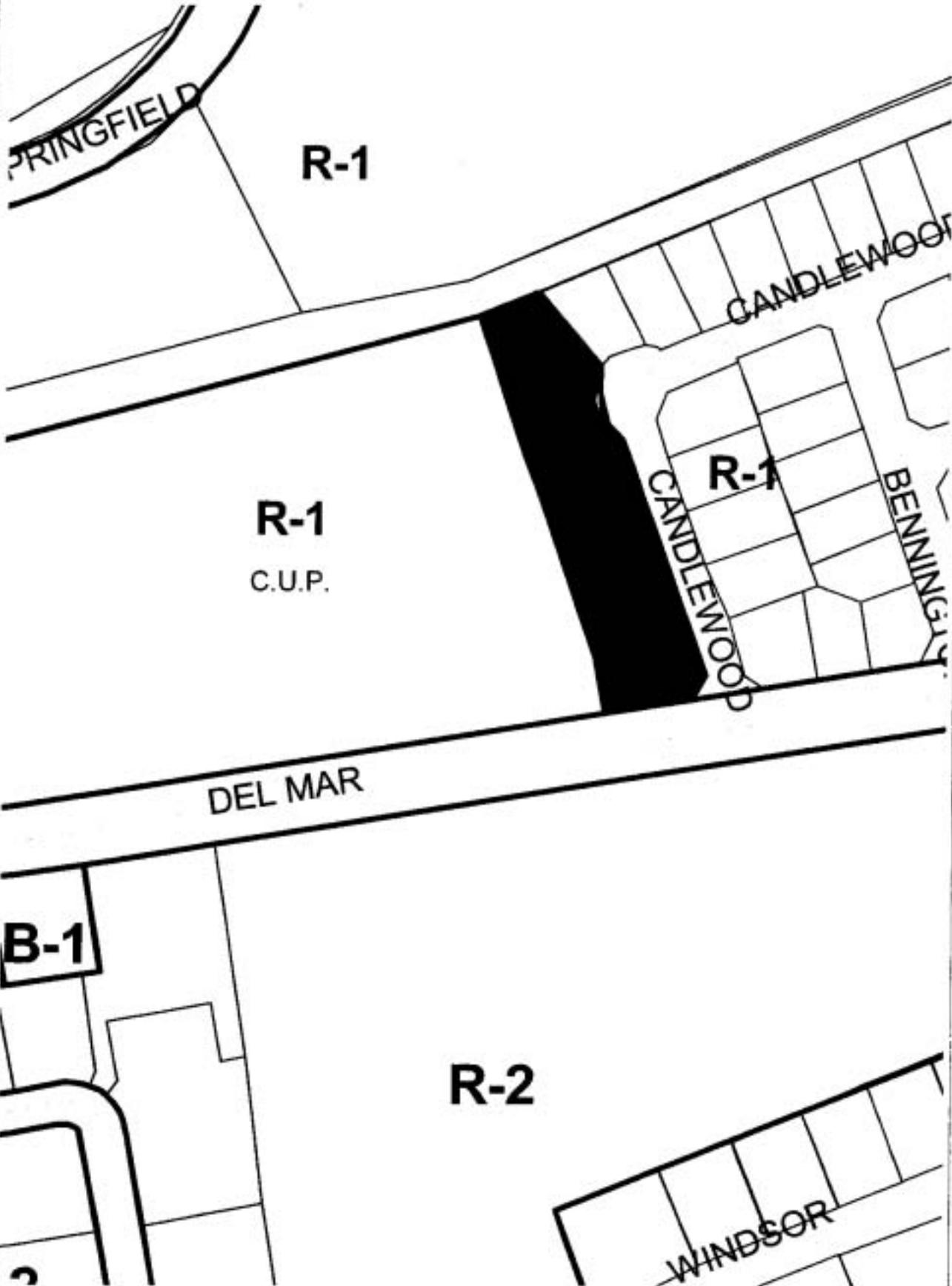


Zone Case

Rezone from R-1 (Single Family Residential District)
To B-1 (Limited Business District)

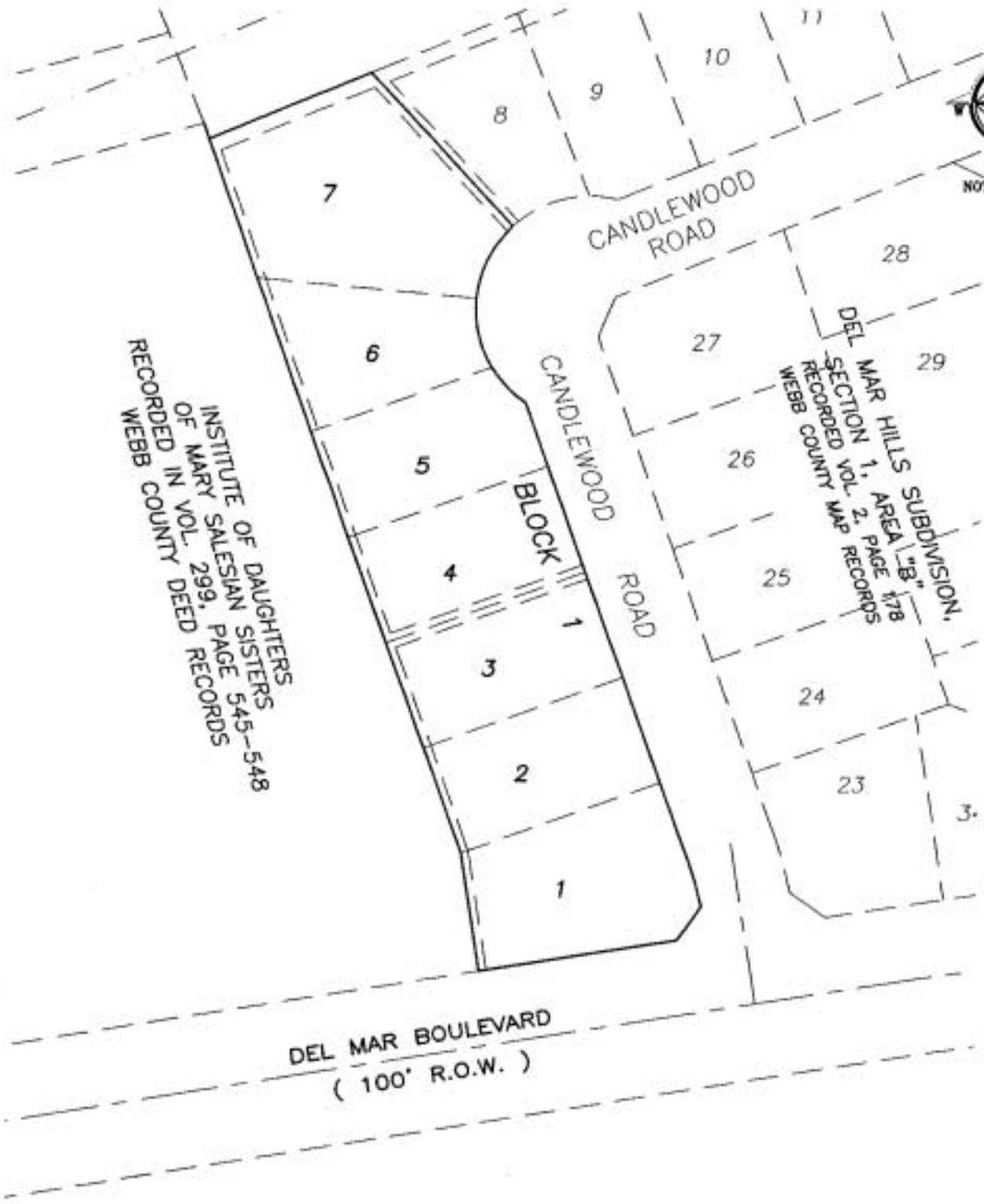
LOCATION: 10 E. Del Mar Blvd

ZC-46-2006





NOT TO SCALE



INSTITUTE OF DAUGHTERS
OF MARY SALESIAN PAGE 545-548
RECORDED IN VOL. 299, PAGE 299,
WEBB COUNTY DEED RECORDS

DEL MAR HILLS SUBDIVISION,
SECTION 1, AREA "B"
RECORDED VOL. 2, PAGE 178
WEBB COUNTY MAP RECORDS

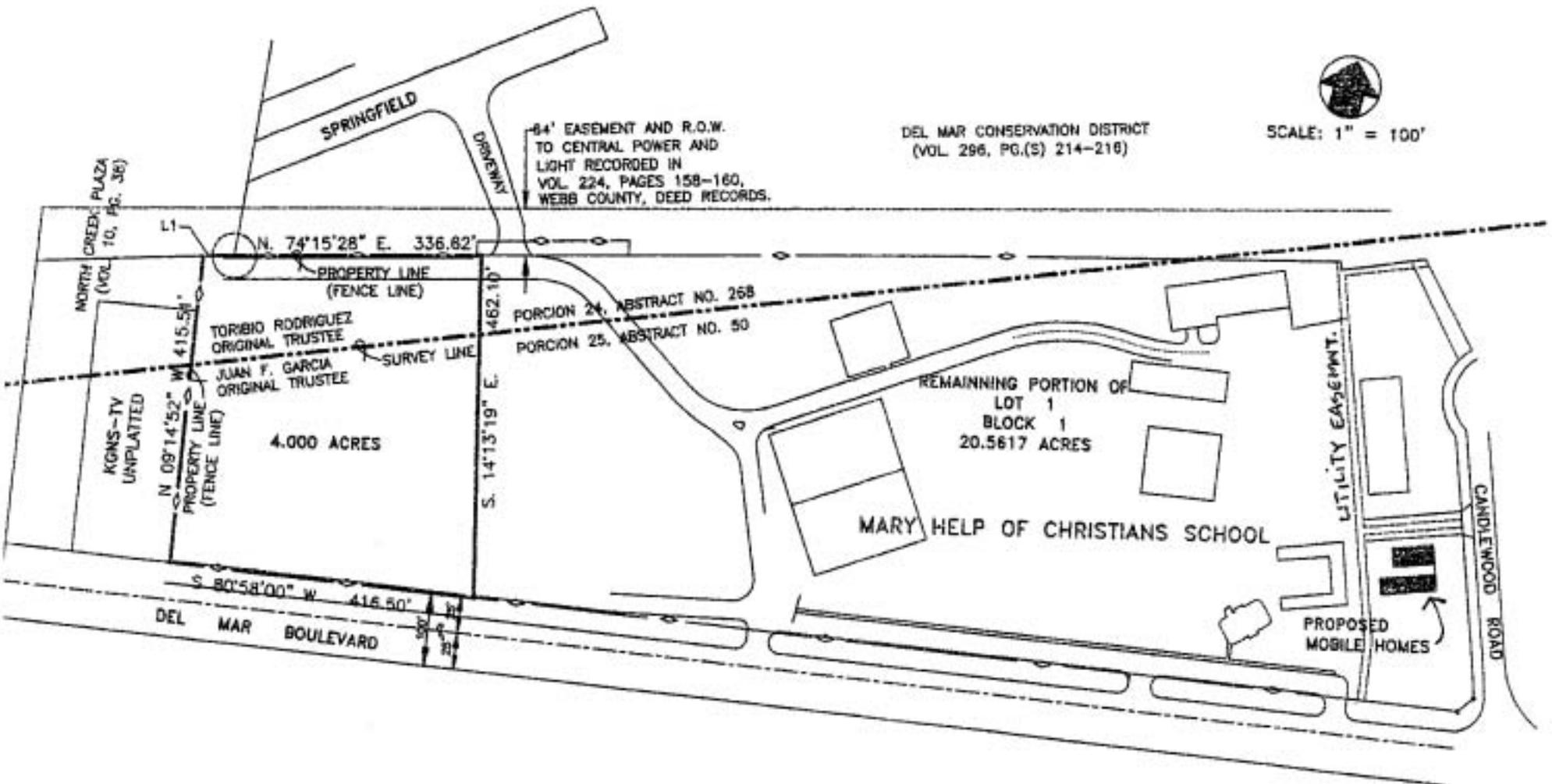
DEL MAR BOULEVARD
(100' R.O.W.)



SHERFEY
ENGINEERING
COMPANY, L.L.C.

104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

SKETCH SHOWING
Lot 1 - 7, Block 1 Del Mar Hills
Subdivision, section 1, area "B"
Recorded in Volume 2, Page 178
Webb County Map Records.



DEL MAR CONSERVATION DISTRICT
 (VOL. 296, PG.(S) 214-216)

SCALE: 1" = 100'



64' EASEMENT AND R.O.W.
 TO CENTRAL POWER AND
 LIGHT RECORDED IN
 VOL. 224, PAGES 158-160,
 WEBB COUNTY, DEED RECORDS.

N. 74°15'28" E. 336.82'

PROPERTY LINE
 (FENCE LINE)

TORIBIO RODRIGUEZ
 ORIGINAL TRUSTEE
 JUAN F. GARCIA
 ORIGINAL TRUSTEE

4.000 ACRES

PORCION 24, ABSTRACT NO. 268
 PORCION 25, ABSTRACT NO. 50

REMAINING PORTION OF
 LOT 1
 BLOCK 1
 20.5617 ACRES

MARY HELP OF CHRISTIANS SCHOOL

PROPOSED
 MOBILE HOMES

UTILITY EASEMENT.

CANDLEWOOD ROAD

NORTH CREEK PLAZA
 (VOL. 10, PG. 36)

DEL MAR BOULEVARD

10 L. FERNANDEZ BOULEVARD
ZC-46-2006



COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-306 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5, 6, 7 and 8, Block 1493, Eastern Division and 8, 073.49 sq. ft. out of the Chihuahua Street right-of-way, located at 2520 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date. ZC-97-2006</p>	
<p>Initiated by: Hector Cabello</p>	<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>	
<p>Prior action: This item was introduced by Hector J. Garcia at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: II – Hector J. Garcia</p> <p>Proposed use: Larger sign for existing auto auction business</p> <p>Site: Cabello's Auto Auction</p> <p>Warnings/Citations: None.</p> <p>Surrounding land uses: To the north of the property are Airgas, apartments, Heights Market and single-family residences. To the east of the property are Cabello's Wrecker Service, vacant lots, Nails by Diane and Garza Headquarters. To the south and west of the property is U.S. Highway 83.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector.</p> <p>Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The proposed change is consistent with the zoning pattern along the Chihuahua and Guadalupe Street corridors. The proposed use is compatible with the surrounding uses in the area. The proposed district is consistent with the Comprehensive Plan's designation for this area as Retail/Office.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change</p>	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

Yes, the established land use pattern consists of commercial and retail uses.

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

No, there are multiple B-3 districts in the immediate vicinity.

Will change adversely influence living conditions in the neighborhood?

No, the surrounding neighborhood is already surrounded by similar uses.

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

No, the existing zoning allows for sufficient commercial uses.

ORDINANCE NO. 2006-O-306

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5, 6, 7 AND 8, BLOCK 1493, EASTERN DIVISION AND 8,073.49 SQ. FT. OUT OF CHIHUAHUA STREET RIGHT-OF-WAY, LOCATED AT 2520 CHIHUAHUA STREET, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 5, 6, 7 and 8, Block 1493, Eastern Division and 8,073.49 sq. ft. out of Chihuahua Street right-of-way, located at 2520 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006, 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 November 20, 2006, 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 Lots 5, 6, 7 and 8, Block 1493, Eastern Division and 8,073.49 sq. ft. out of Chihuahua Street right-of-way, located at 2520 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

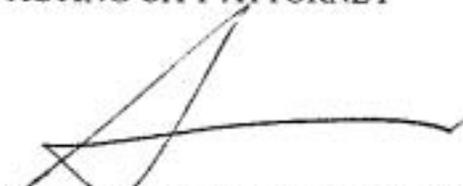
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

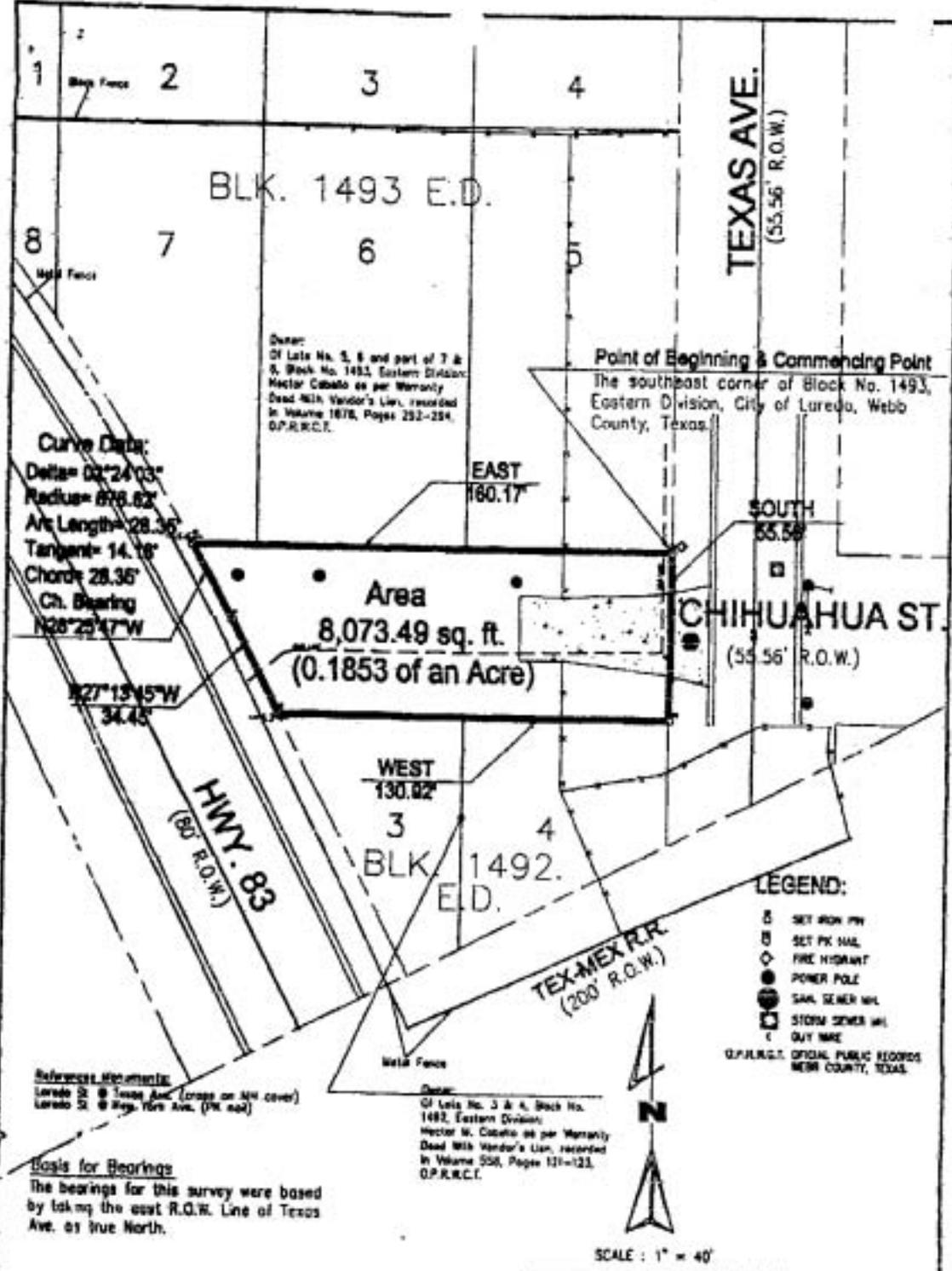
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY



Owner:
Of Lots No. 5, 6 and part of 7 &
8, Block No. 1493, Eastern Division,
Hector Caballo as per Warranty
Deed With Vendor's Lien, recorded
in Volume 1878, Pages 252-254,
O.P.R.C.C.T.

Point of Beginning & Commencing Point
The southeast corner of Block No. 1493,
Eastern Division, City of Laredo,
Webb County, Texas.

Curve Data:
Delta = 02°24'03"
Radius = 878.82'
Arc Length = 28.36'
Tangent = 14.18'
Chord = 28.36'
Ch. Bearing
N30°25'47"W

Area
8,073.49 sq. ft.
(0.1853 of an Acre)

- LEGEND:
- ⊕ SET IRON PIN
 - ⊞ SET IRON NAIL
 - ⊕ FIRE HYDRANT
 - ⊙ POWER POLE
 - ⊙ S&W SEWER MH
 - ⊙ STORM SEWER MH
 - ⊙ UTILITY MANHOLE
 - ⊙ O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
WEBB COUNTY, TEXAS.

Reference: Memoranda
Laredo St. @ Texas Ave. (cross on NW corner)
Laredo St. @ Hwy. 16th Ave. (PK. end)

Owner:
Of Lots No. 3 & 4, Block No.
1492, Eastern Division,
Hector M. Caballo as per Warranty
Deed With Vendor's Lien, recorded
in Volume 558, Pages 121-123,
O.P.R.C.C.T.

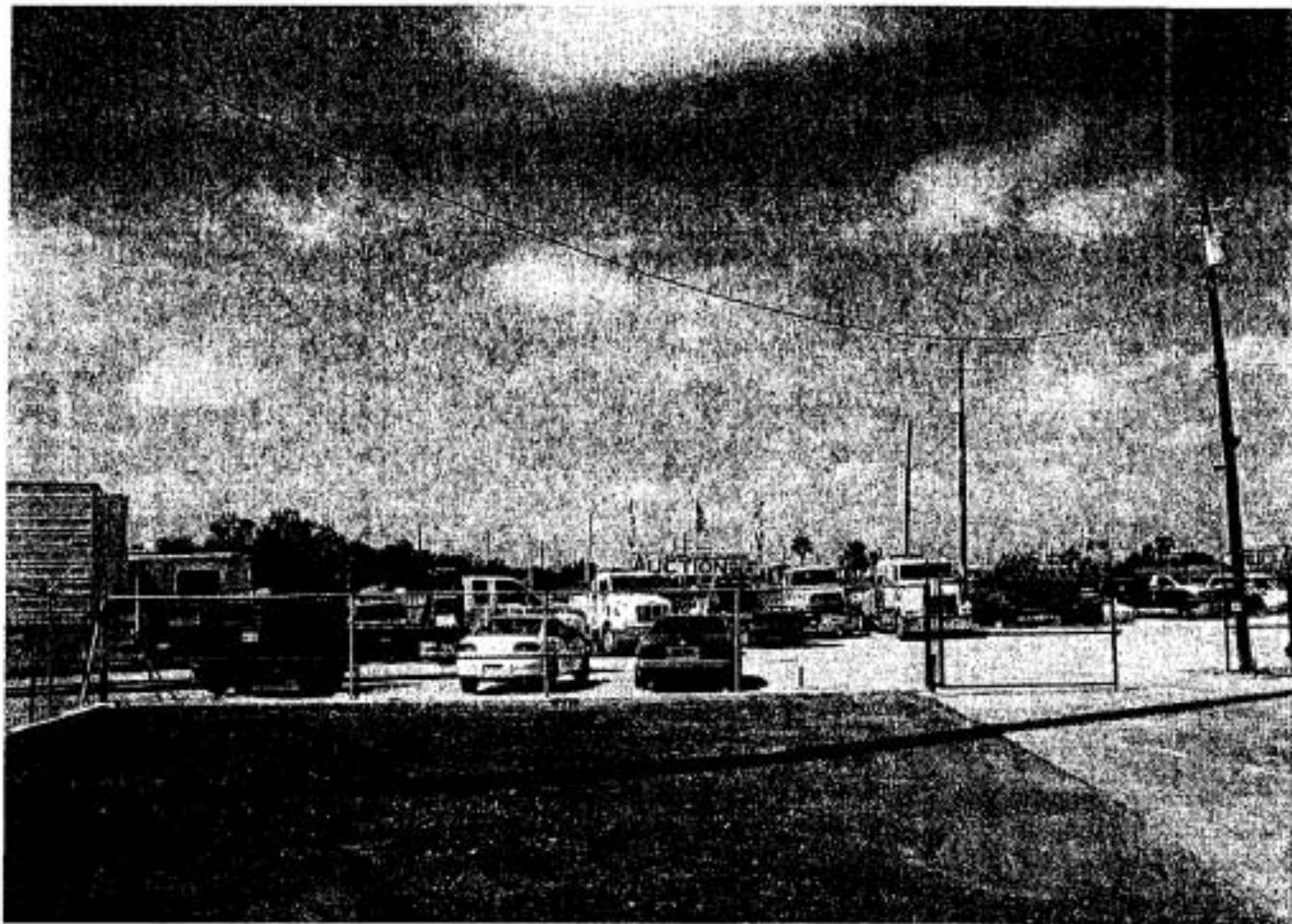
Basis for Bearings
The bearings for this survey were based
by taking the east R.O.W. line of Texas
Ave. as true North.

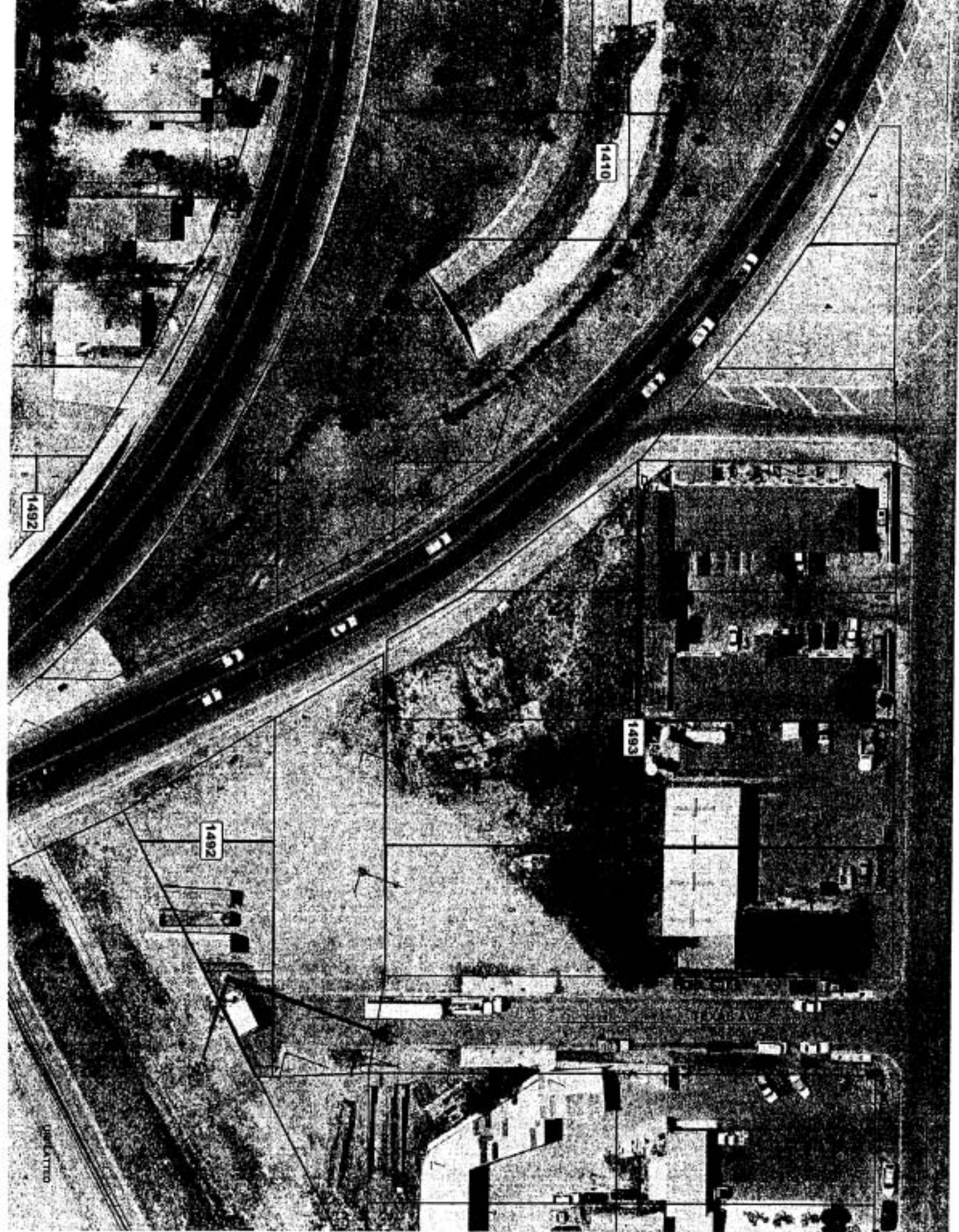
I, Rogelio Rivera, Registered Professional Land Surveyor
of the State of Texas do hereby certify that the
foregoing is true and correct and was prepared from
an actual survey on the ground and from record
information made under my supervision this 26th day
of February, 2005.

Rogelio Rivera
Rogelio Rivera P.E.
No. 3052
CITY OF LAREDO
ENGINEERING DEPARTMENT
LAREDO, TX 78040

SURVEY
of
An 8,073.49 sq. ft. (0.1853 of an
Acre) Tract of Land, being out of the
Chihuahua Street right-of-way,
between the east right-of-way line of
Highway 83 to the west right-of-way
line of Texas Avenue, in the
Eastern Division,
City of Laredo,
Webb County, Texas.

BY :	DATE :
DRAWN : C. Chapa	03-07-05
CHECKED : R. Ramirez	03-07-05





COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-307 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7 and 8, Block 1574, Eastern Division, located at 2606 Ross Street, from R-2 (Multi-Family Residential District) to B-3 (Community Business District); providing for publication and effective date. ZC-98-2006</p>	
<p>Initiated by: Jose L. Rios</p>	<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>	
<p>Prior action: This item was introduced by Hector J. Garcia at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: II – Hector J. Garcia</p> <p>Proposed use: auto sales</p> <p>Site: The site is currently vacant and undeveloped.</p> <p>Surrounding land uses: To the north of the property are the Non-profit Childcare and single-family residences. To the east of the property are Paeteria La Brisa, Heaven’s Scent Florist, El Rancherito Meat Market, Perez Garage, Mathison Tri-gas, single-family residences and manufactured homes. To the west of the property are Saddle tackle shop, single-family residences and vacant lots. To the south of the property are All American Ambulance, Sepulveda Tire shop, Rendon’s Karate and Dance, Carillo Car sales, single family residences, manufactured homes and Centro Familiar Cristiano.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Ross Street as a Major Arterial at this location.</p> <p>Letters sent to surrounding property owners: 22 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is consistent with the Comprehensive Plan’s designation for this area as Retail/Office. The proposed B-3 district is compatible with the existing zoning districts in the immediate vicinity along Ross Street (Bob Bullock Loop). The proposed change is compatible with the development pattern along this corridor.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

No, the established land use pattern is primarily commercial in nature.

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

No, there exist other B-3 and B-1 districts to the east and west.

Will change adversely influence living conditions in the neighborhood?

No, the adjacent residences are to the rear of the subject property along Blaine Street.

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

Yes, the existing zoning districts only allow for residential type uses.

□

ORDINANCE NO. 2006-O-307

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 7 AND 8, BLOCK 1574, EASTERN DIVISION, LOCATED AT 2606 ROSS STREET, FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 7 and 8, Block 1574, Eastern Division, located at 2606 Ross Street, from R-2 (Multi-Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006, 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 November 20, 2006, 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 Lots 7 and 8, Block 1574, Eastern Division, located at 2606 Ross Street, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

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

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

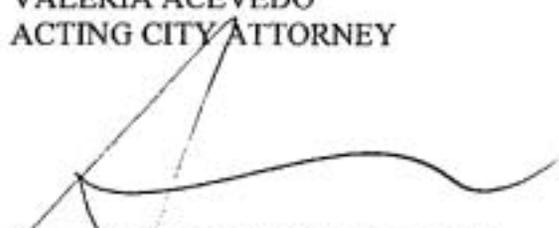
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



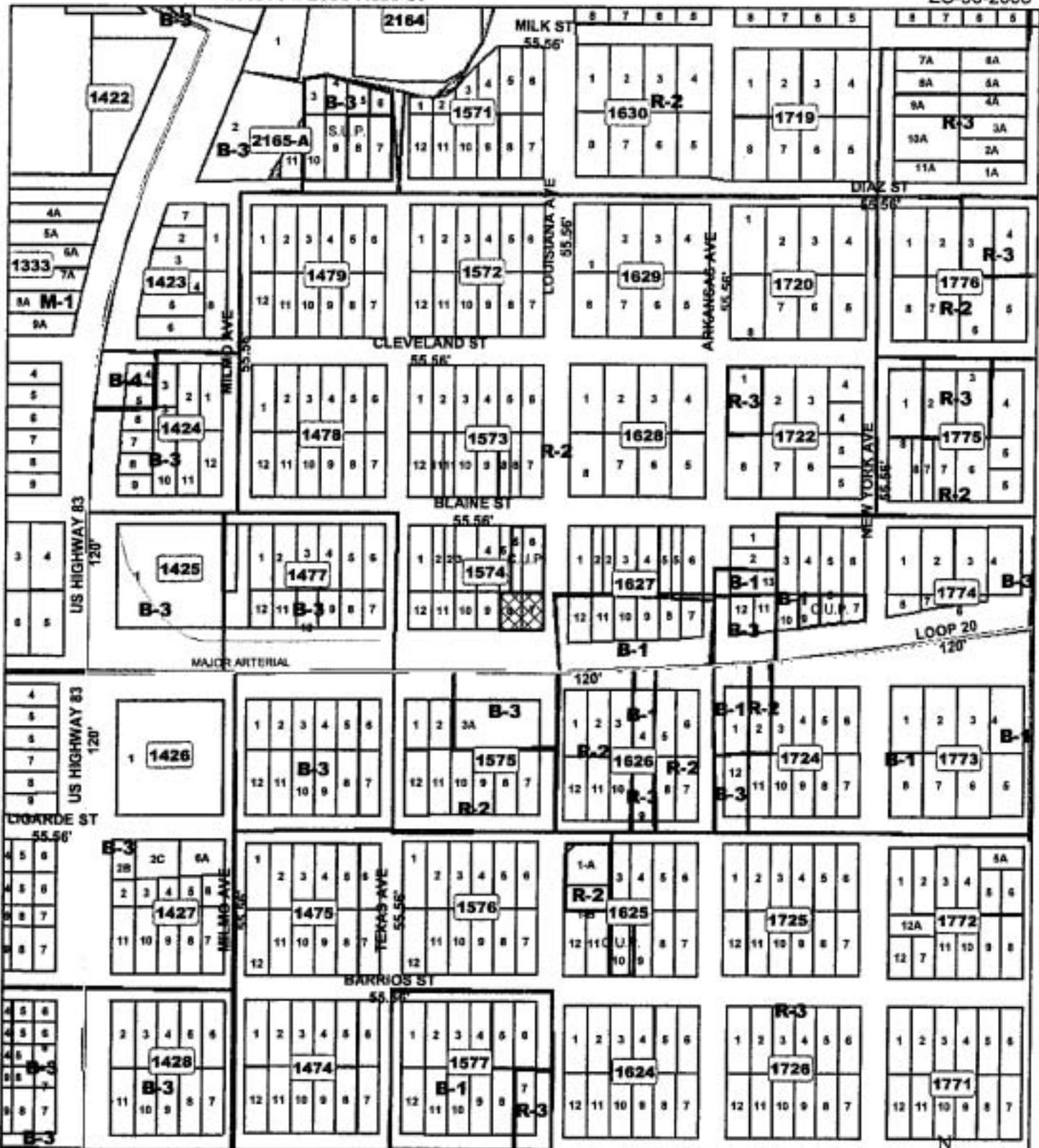
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from R-2 (Multi-Family Residential District)
to B-3 (Community Business District)

City of Laredo
Planning & Zoning

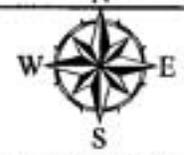
Location: 2606 Ross St

ZC-98-2006

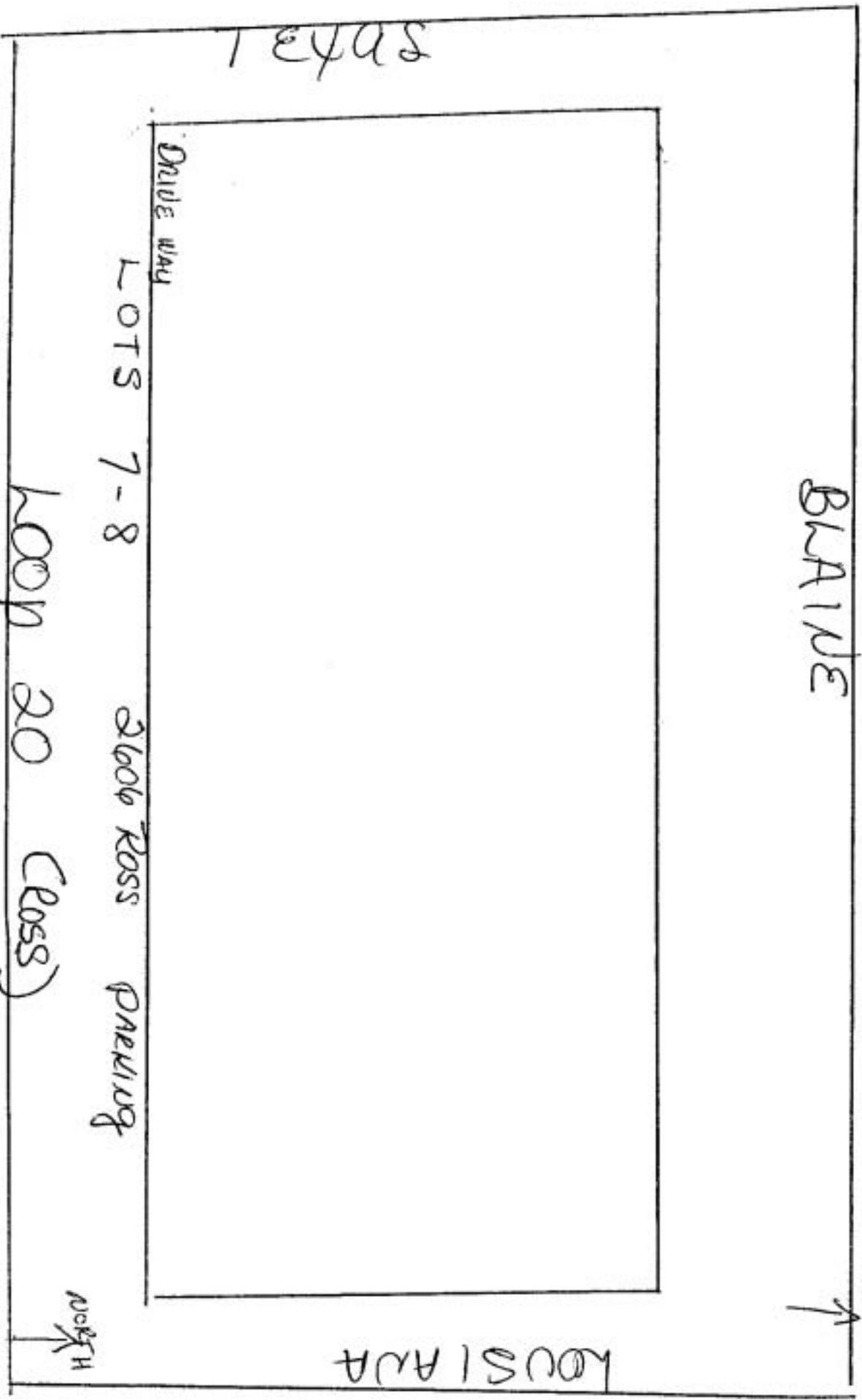


ZONE DISTRICTS

-  Zone Districts
-  Overlays
-  PROPOSED REZONE



1 inch equals 287.10 feet



TEXAS

BLAINE

NORTH

LOUISIANA

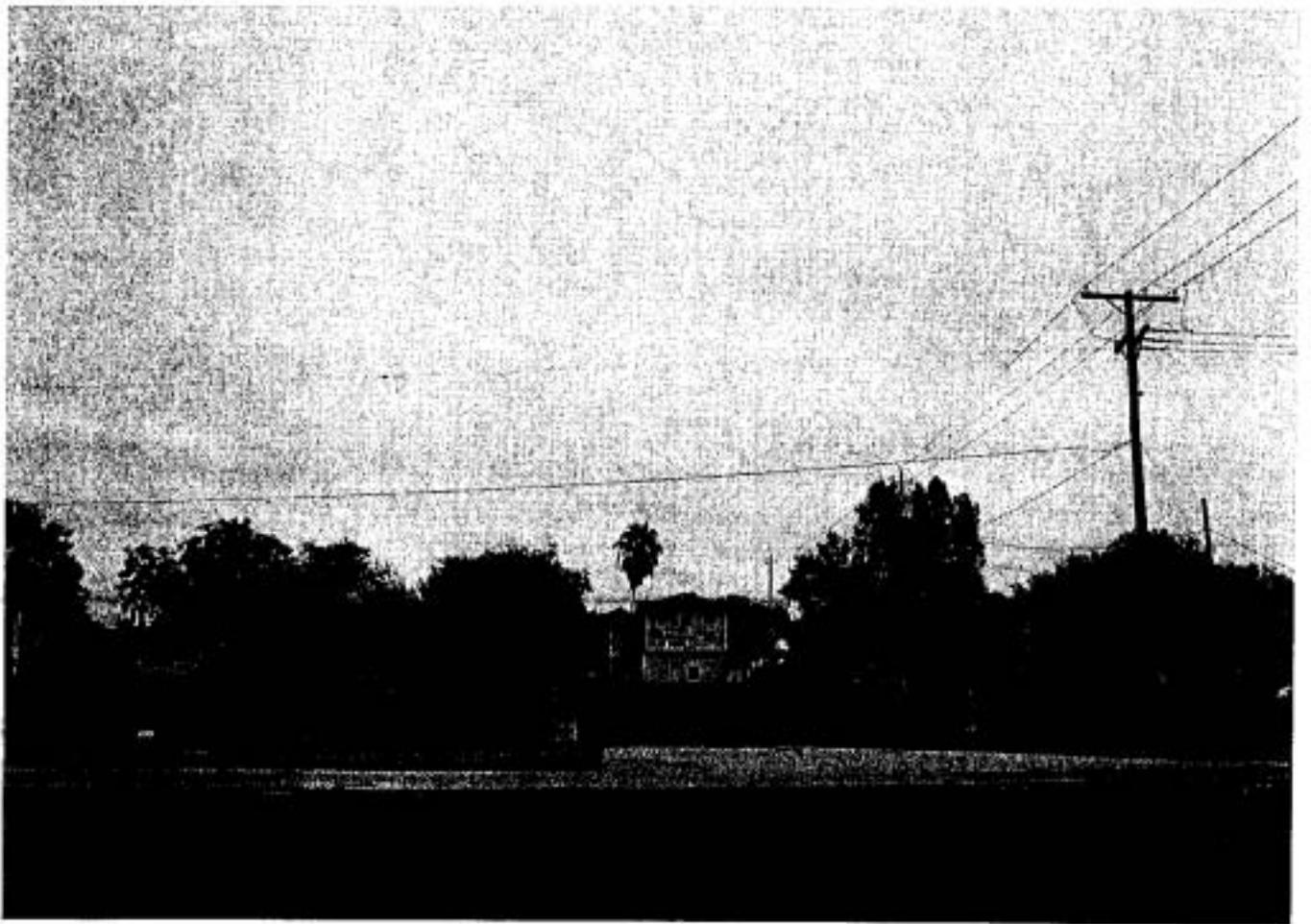
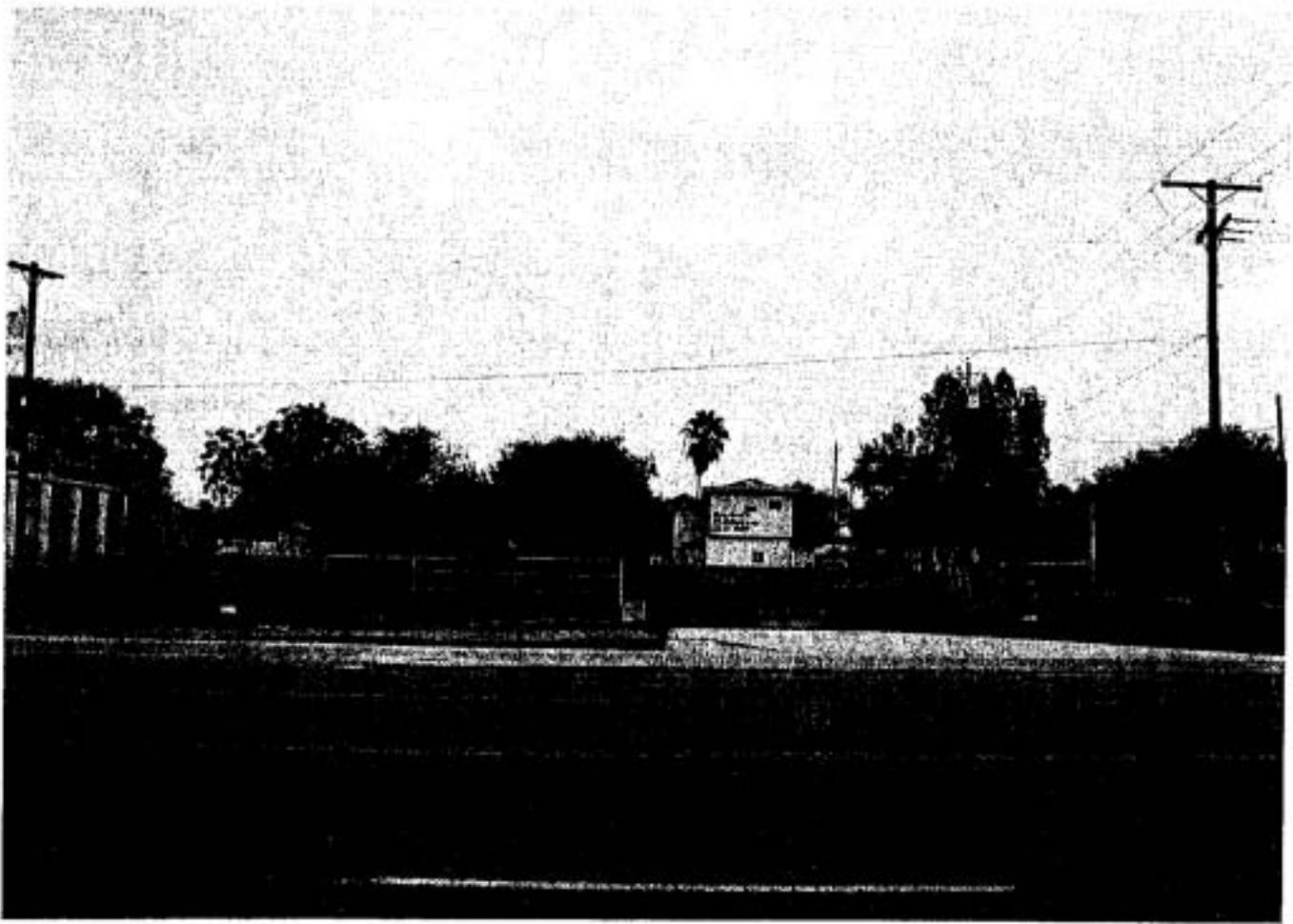
DRIVE WAY

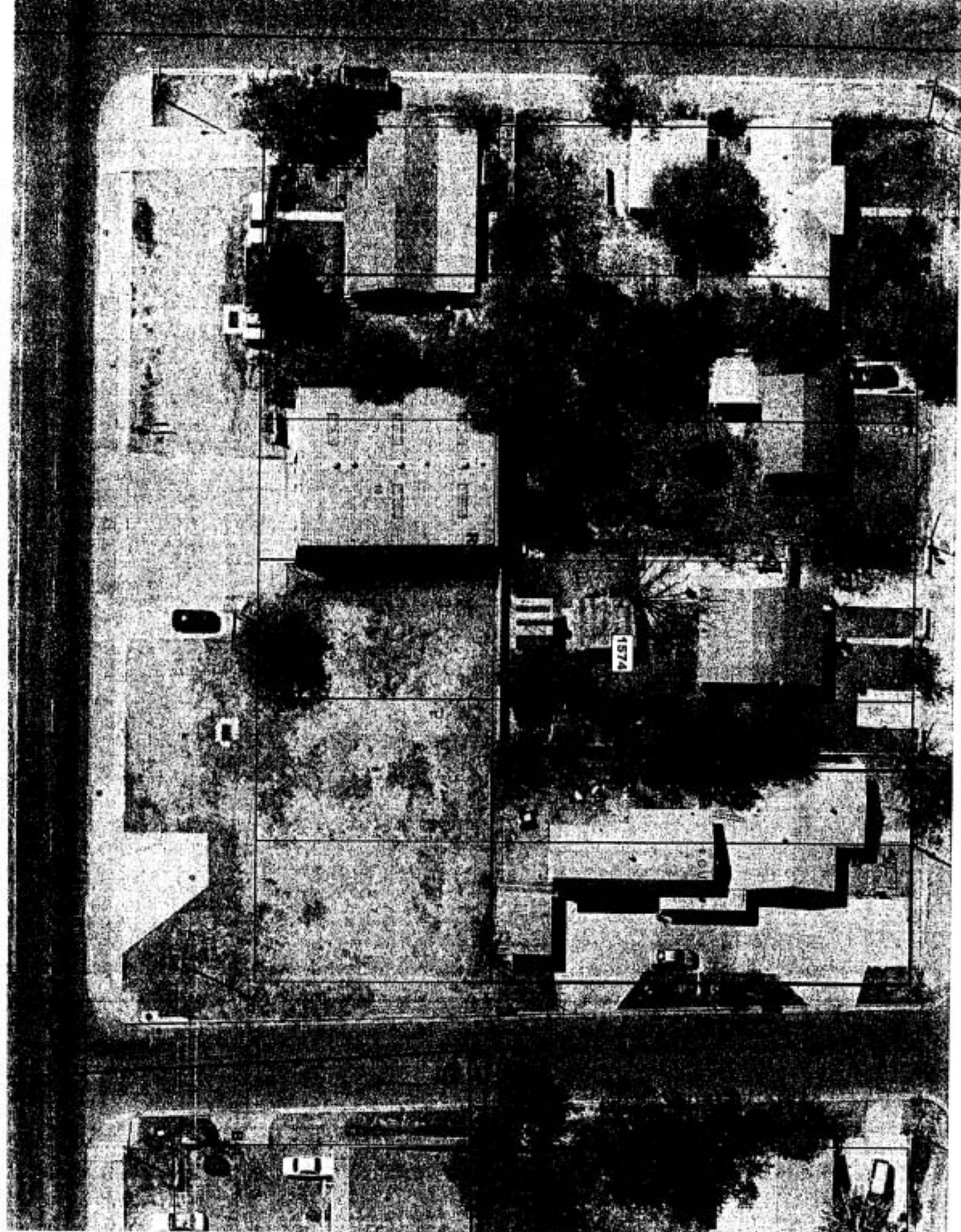
LOTS 7-8

SLOTT ROSS PARKING

Loop 20 (Cross)

NORTH





COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-308 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7 and the north 9 feet of Lot 8, Block 905, Western Division, located at 3520 Juarez Avenue, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District); providing for publication and effective date. ZC-99-2006</p>	
<p>Initiated by: Alejandro De la Rosa</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: This item was introduced by Juan Chavez at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: VII- Juan Chavez</p> <p>Proposed use: Two single-family residential structures</p> <p>Site: Two single-family residential structures</p> <p>Surrounding land uses: Surrounding uses to the north are Sun Down Plaza, offices, single-family residences, vacant lots and Mely's Wonderland Castle. To the south are multi-family residences and single-family structures. To the east are single-family residences, Bethel Church and Sears Service Center. To the west are single-family residences, Martial Arts Studio and J.E. Brizuela Paint & Body Shop.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Juarez Avenue.</p> <p>Letters sent to surrounding property owners: 32 In Favor: 0 Opposed: 2</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The proposed change is consistent with the Comprehensive Plan's Low Density Residential designation. The use is compatible with similar uses in the surrounding neighborhood. The proposed change would bring the existing multiple dwelling units on one lot into compliance as far as the zoning district's allowable uses.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-3 (Mixed Residential District): The purpose of the R-3 is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semipublic uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?

No, the established land use pattern is primarily residential.

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

No, the site is abutting an R-3 district to the east.

Will change adversely influence living conditions in the neighborhood?

No. There are substantial R-3 uses in the immediate vicinity.

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

No, the existing zoning district allows for sufficient residential uses.

ORDINANCE NO. 2006-O-308

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 7 AND THE NORTH 9 FEET OF LOT 8, BLOCK 905, WESTERN DIVISION, LOCATED AT 3520 JUAREZ AVENUE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 7 and the north 9 feet of Lot 8, Block 905, Western Division, located at 3520 Juarez Avenue, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006, 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 November 20, 2006, 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 7 and the north 9 feet of Lot 8, Block 905, Western Division, located at 3520 Juarez Avenue, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District).

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

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

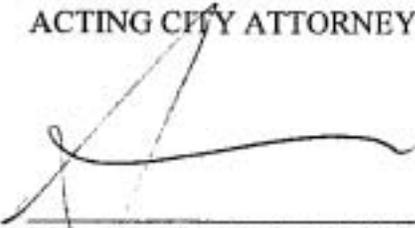
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

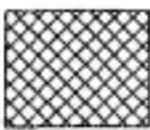
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

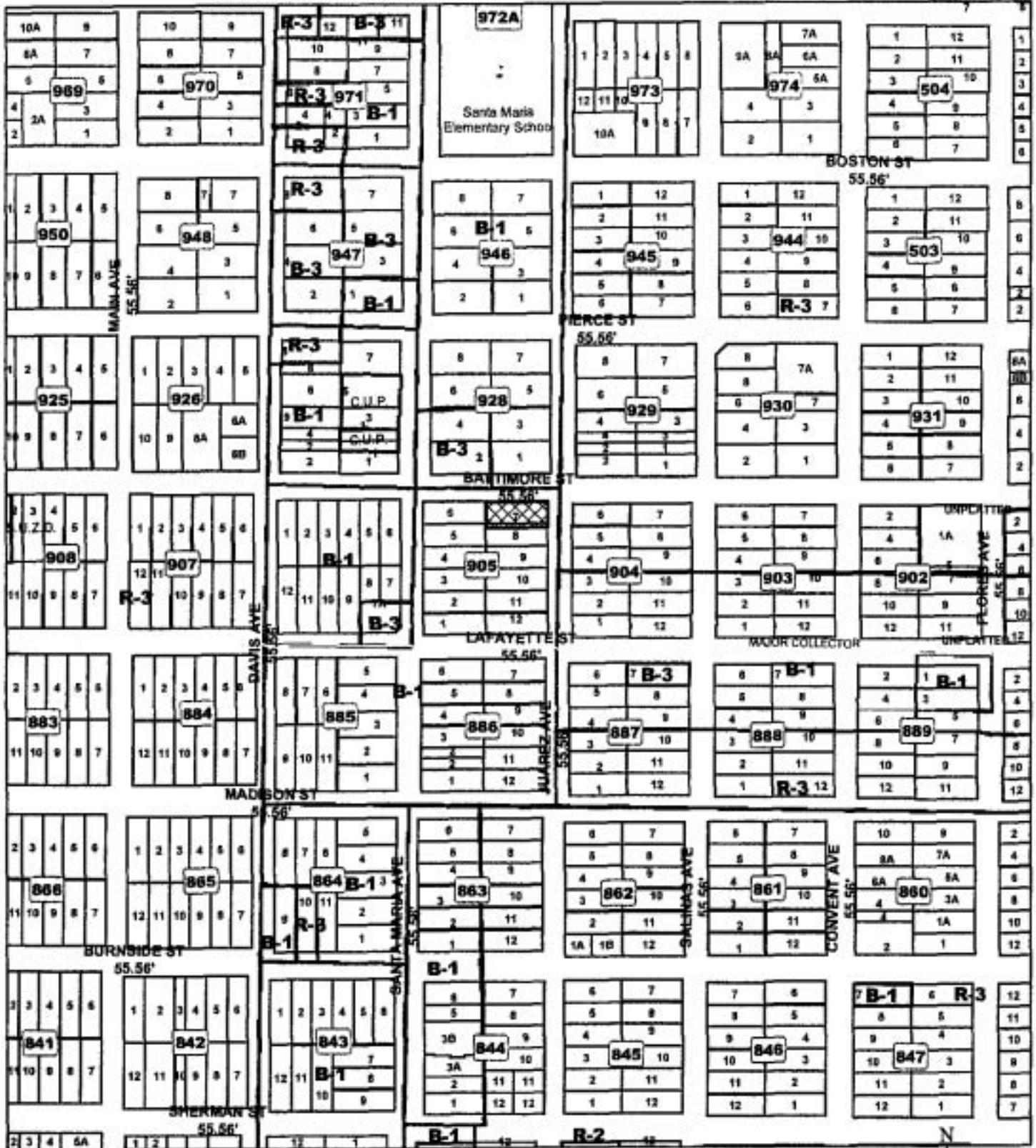


Rezone from B-1 (Limited Commercial District) to R-3 (Mixed Residential District)

City of Laredo
Planning & Zoning

Location: 3520 Juarez Ave

ZC-99-2006



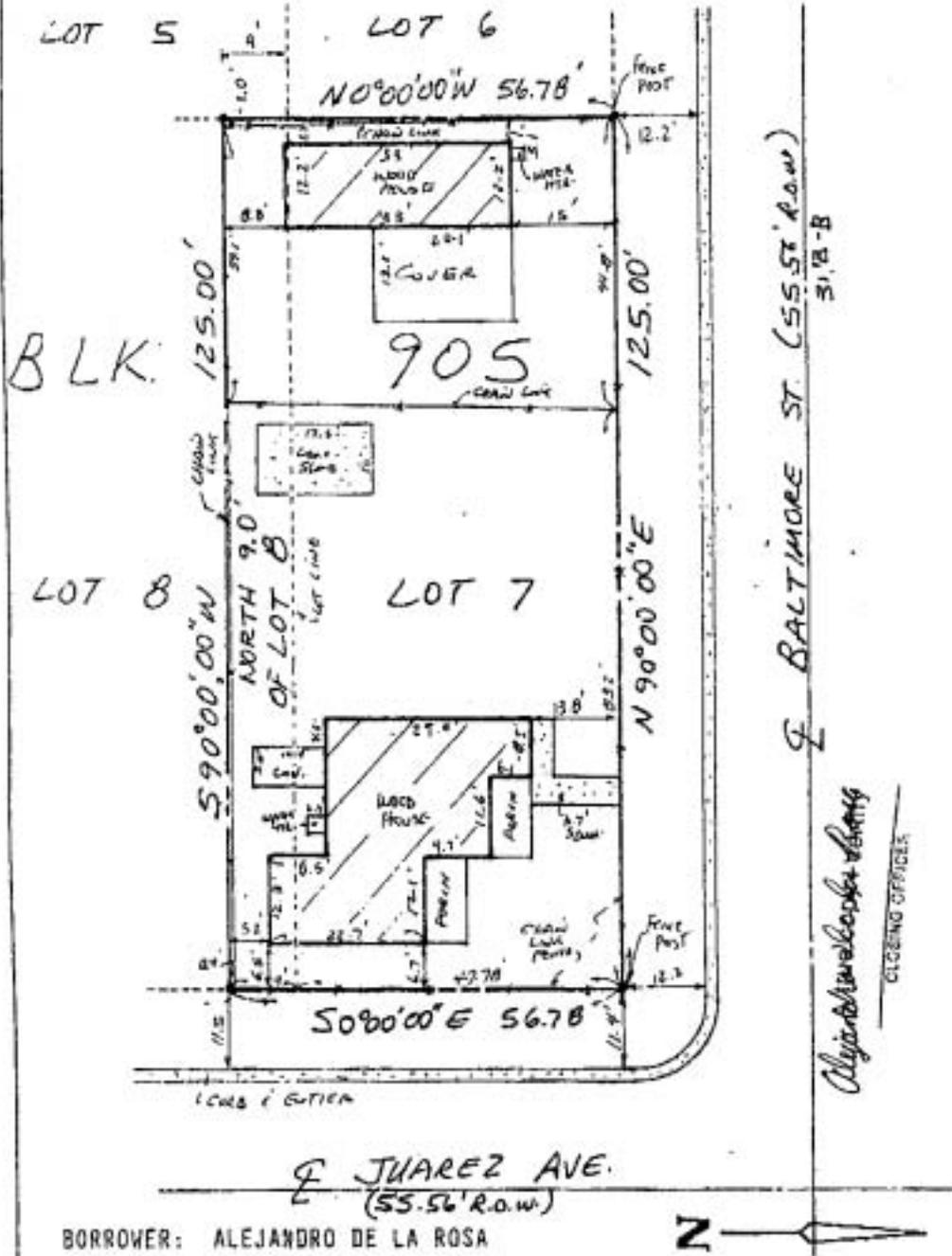
ZONE DISTRICTS

-  Zone Districts
-  Overlays
-  PROPOSED REZONE



1 inch equals 287.10 feet

This property is not located within a flood hazard area and is within Zone C, according to Flood Insurance Rate Map No. 480651 0005 B. F.I.R.M. Date: May 17, 1982.



Alyson Welles
CLOSING OFFICER

LEGEND
I.P. Iron Pin
P.L. Property line

Survey No. 12525 Scale: 1" = 20'

SURVEY OF
LOT 7, AND THE NORTH 9 FEET OF
LOT 8, BLOCK 905, WESTERN DIVISION,
CITY OF LAREDO, WEBB COUNTY, TEXAS.
ADDRESS: 3520 JUAZUEZ AVE.



SURVEYOR'S CERTIFICATION
I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 27th day of OCT., 2003.
Signed: *JRS*
J. Ricardo Sanchez
R.P.L.S. #4232

SANCHEZ ENGINEERING, INC.
P.O. Box 2864
LAREDO, TEXAS 78044
(956) 723-6578





COUNCIL COMMUNICATION

Date: 12/04/06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-309 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 990, Eastern Division, located at 1820 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date. ZC-100-2006
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Initiated by: Meyer-Lamph Development	Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager
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Prior action: This item was introduced by Micheal Landeck at the City Council Meeting of 11/20/06.

BACKGROUND

Council District: III – Michael Landeck

Proposed use: Commercial

Site: The site houses a single-family residential structure.

Surrounding land uses: The surrounding uses to the north include a tax service business, vacant lots, single-family residence, Comet Cleaners, Taco Palenque, Jr., Auto Zone, Stars, EZ Pawn and Ruth B. Cowell Rehabilitation Center. South of the property are single-family residences, vacant lots and apartments. East of the property are single-family residences, vacant commercial structures and vacant lots. West of the site are single-family residences, Gomez Federal Annual, Cantu Interiors, First Capital Finance and U.S. Post Office.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector.

Letters sent to surrounding property owners: 32 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. A B-3 district is compatible with the surrounding zones and uses to the east and west. The proposed change is consistent with the Comprehensive Plan’s designation for this area as Retail/Office.

P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.
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COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

No, there is commercial development to the west and east.

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

No, there are adjoining zoning districts of B-3 to the north.

Will change adversely influence living conditions in the neighborhood?

Yes, the surrounding area to the south may be impacted by the proposed commercial use.

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

Yes, the current zoning only allows for residential type uses.

ORDINANCE NO. 2006-O-309

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5 AND 6, BLOCK 990, EASTERN DIVISION, LOCATED AT 1820 CHIHUAHUA STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 5 and 6, Block 990, Eastern Division, located at 1820 Chihuahua Street, from R-O (Residential/Office 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 October 19, 2006, 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 November 20, 2006, 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 Lots 5 and 6, Block 990, Eastern Division, located at 1820 Chihuahua Street, from R-O (Residential/Office 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 _____, 2006.

RAUL G. SALINAS
MAYOR

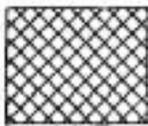
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

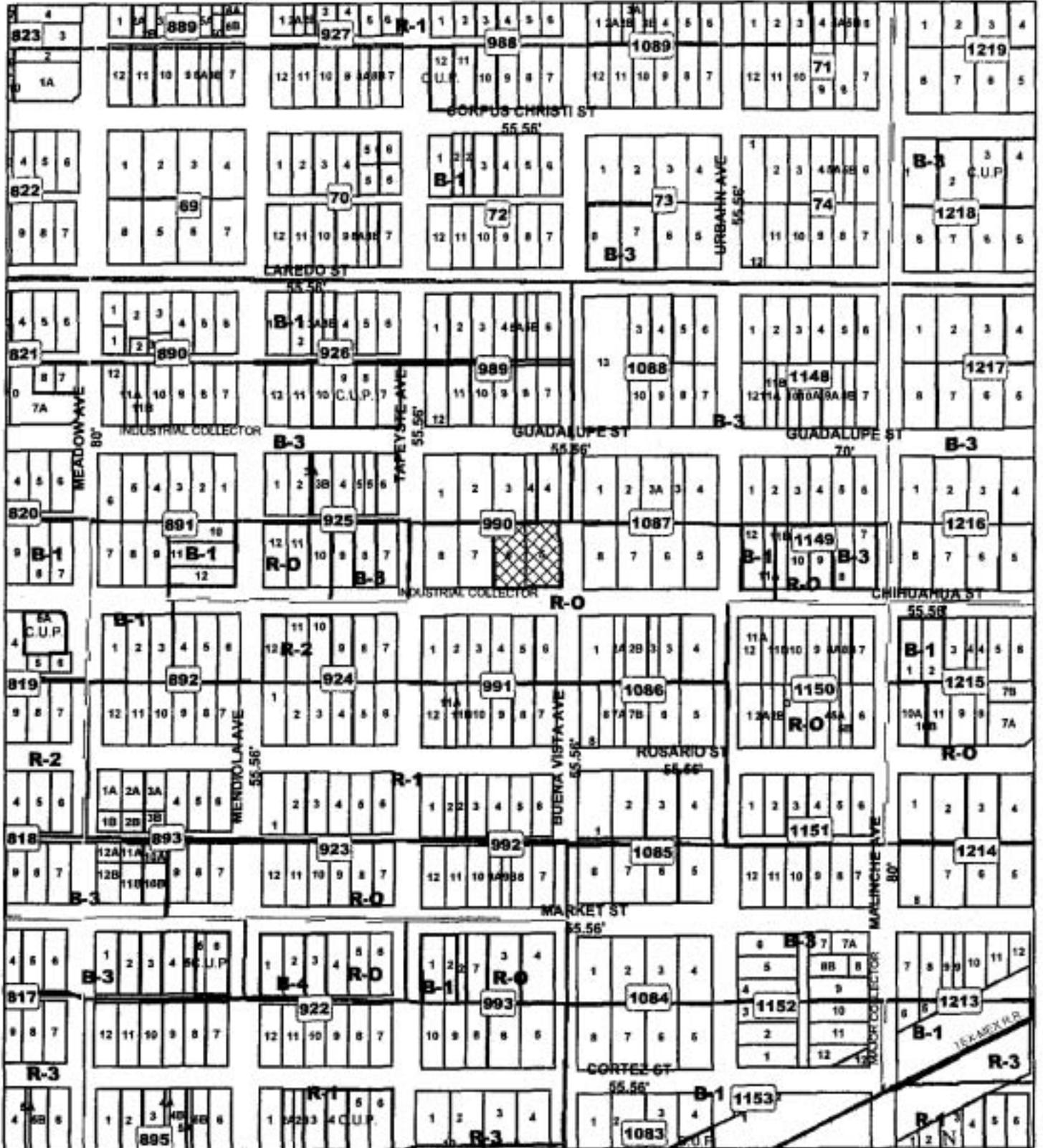


Rezone from R-O (Residential-Office District) to B-3 (Community Business District)

City of Laredo
Planning & Zoning

Location: 1820 Chihuahua St

ZC-100-2006



ZONE DISTRICTS

-  Zone Districts
-  Overlays
-  PROPOSED REZONE



1 inch equals 287.10 feet

← Guadalupe ←

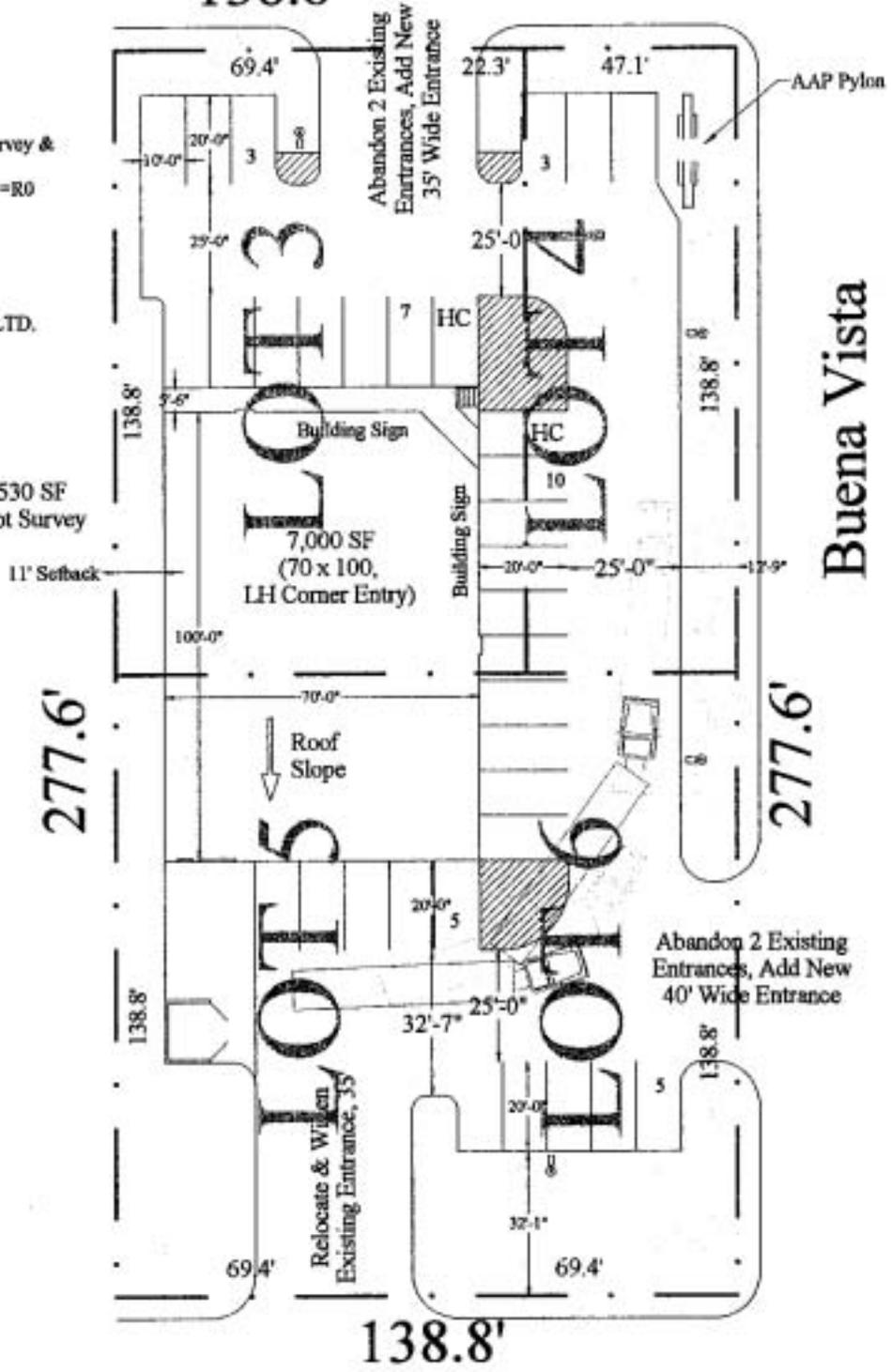
138.8'

Revision Date: 9-21-06
Scale: 1" = 40'

Siteplan / Building Size Subject to Survey &
Drainage Calculations
Zone: Lots 3 & 4 are B3, Lots 5 & 6 = R0
R0 Lots require Re-Zoning to B3
Flood Plain: C
Block 990 ED

Laredo, TX
Meyer-Lamph Development Group, LTD.

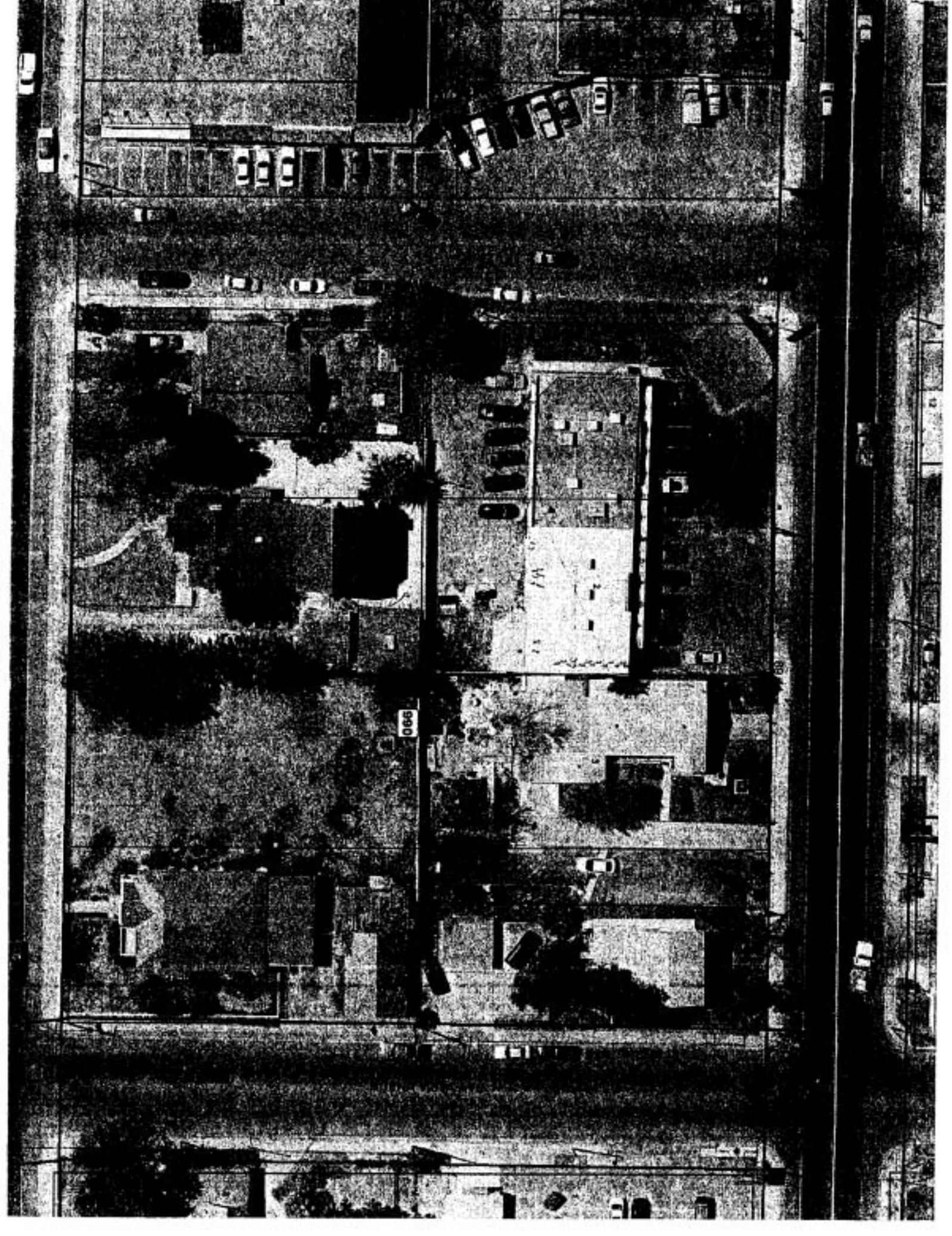
Lot Size: 138.8' x 277.6' = 38,530 SF
(0.884 Ac) Subject of Survey



Buena Vista

→ Chihuahua →





COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-310 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; providing for publication and effective date. ZC-101-2006</p>	
<p>Initiated by: Elsa Gloria Cantu</p>	<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>	
<p>Prior action: This item was introduced by Hector J. Garcia at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: II – Hector J. Garcia</p> <p>Proposed use: Child daycare</p> <p>Site: The site is currently a single-family residence.</p> <p>Surrounding land uses: The surrounding uses to the north include the Casa Blanca Ballroom, Texas Auto Wholesale, Jack in the Box and Shell gas station. To the south are single-family residences, vacant lots and manufactured homes. To the west are single-family residences, vacant lots, Aluminum Lamp & Patio Furniture and Laredo Iron Imports. To the east are single-family residences, Income Tax/Notary and another commercial establishment.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify West Fiesta Loop.</p> <p>Letters sent to surrounding property owners: 23 In Favor: 1 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>Staff supports the issuance of the proposed Conditional Use Permit at this location. A child daycare, requires a B-1 designation, rather than the current R-1 zoning district. While a B-1 designation is unwarranted at this location, conditional use status is appropriate as the proposed use “will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed as allowable in the underlying zoning districts.” Staff recommends the following conditions:</p> <ol style="list-style-type: none"> 1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable. 2. The Conditional Use Permit is restricted to the letter, Exhibit “A”, which is made part hereof for all purposes. 3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes. 4. The site shall comply with all parking requirements of the Laredo Land Development Code. 5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code. 6. A seven foot opaque fence shall be erected adjacent to the residential uses. 		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the conditional use permit.</p>	<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed conditional use permit.</p>	

ORDINANCE NO. 2006-O-310

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE ON LOT 9, BLOCK 2, TOWN EAST SUBDIVISION PHASE I, LOCATED AT 3417 WEST FIESTA LOOP; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; 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 October 19, 2006; and,

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

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

WHEREAS, the City Council has held a public hearing on November 20, 2006, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop.

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

1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.
2. The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.

3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven foot opaque fence shall be erected adjacent to the residential uses.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

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

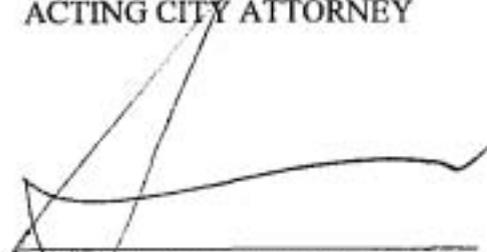
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY



GLORIA'S DAYCARE
"RAISING PROUD KIDS"
Licensed Child-Care Home

- Educational Activities
- Certified caregivers
- CPR-First Aid
- Nutritional Meals
- CCMS Accepted
- Family Environment

Elsa Gloria Cantu

Owner / Director

3201 E. Fiesta Loop
Laredo, Texas, 78043

Ph. & Fax. (956) 725-1316
Cell. (956) 286-1552

September 27, 2006

To Whom It May Concern:

This letter is to inform you about our services in our child-care home. Actually, we are taking care of 12 children in our home starting from 0 months to 13 years old.

As a licensed daycare, we comply with all minimum standard rules. We are providers for the Southwest Human Development Services(Child and Adult Care Food Program), serving hot home-made meals for the children, and for the Child Care Services program. Our schedule is from 7:00am to 6:00pm.

It is my intention, as an owner/director of this child daycare, to open a more spacious and comfortable environment for children in a new location. I am planning to receive approximately 25-30 children and employ at least 3 caregivers.

For this reason, I am asking your permission to make a change in this location, 3417 W. Fiesta Loop, to start Gloria's Daycare complying with all City of Laredo requirements.

Sincerely,

Elsa Gloria Cantu
Elsa Gloria Cantu
Owner/Director

Exhibit "A"



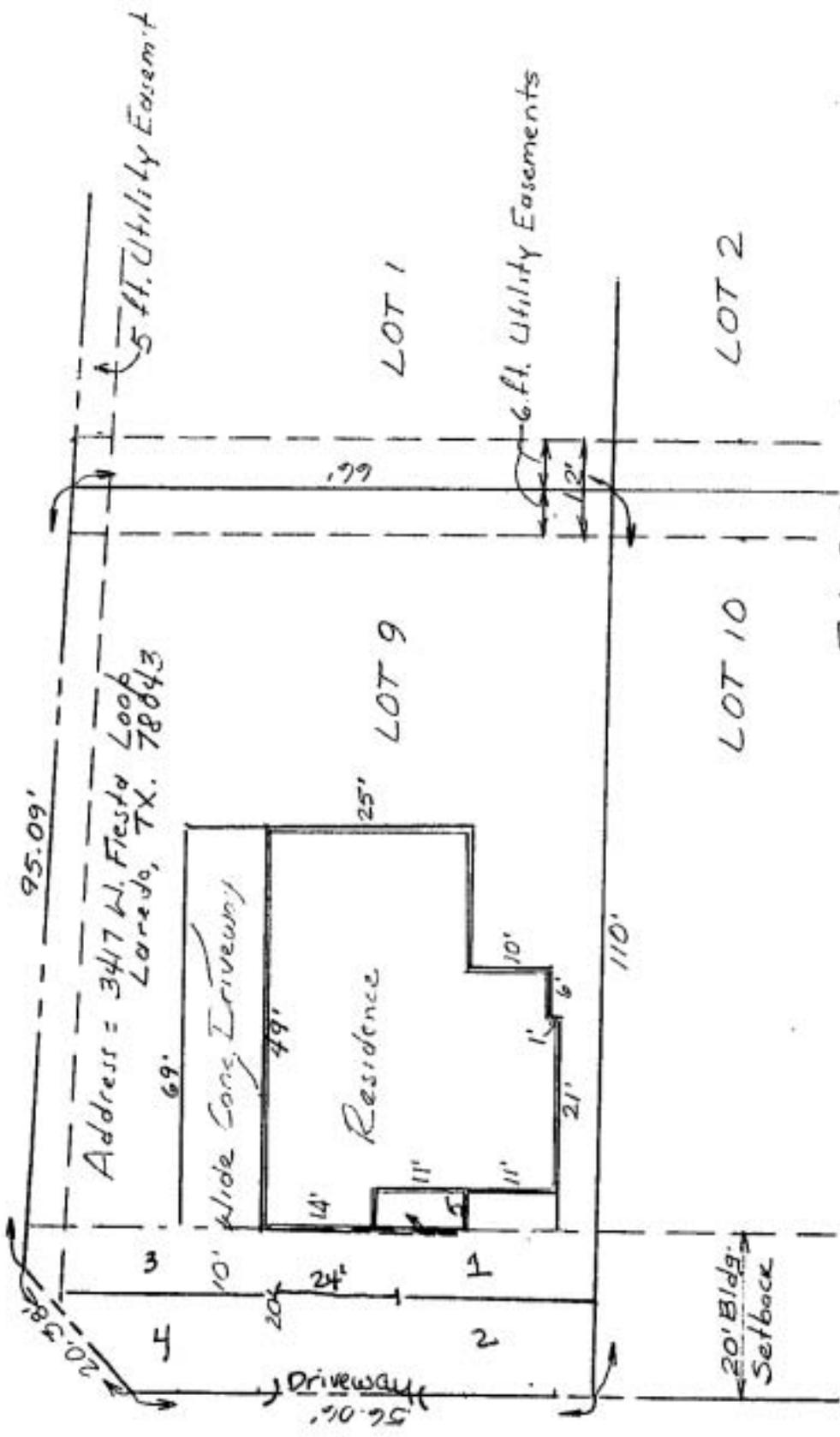
NORTH

SC = 1" = 20'

Exhibit "B"

WEST FIESTA LOOP (50' R.O.W.)

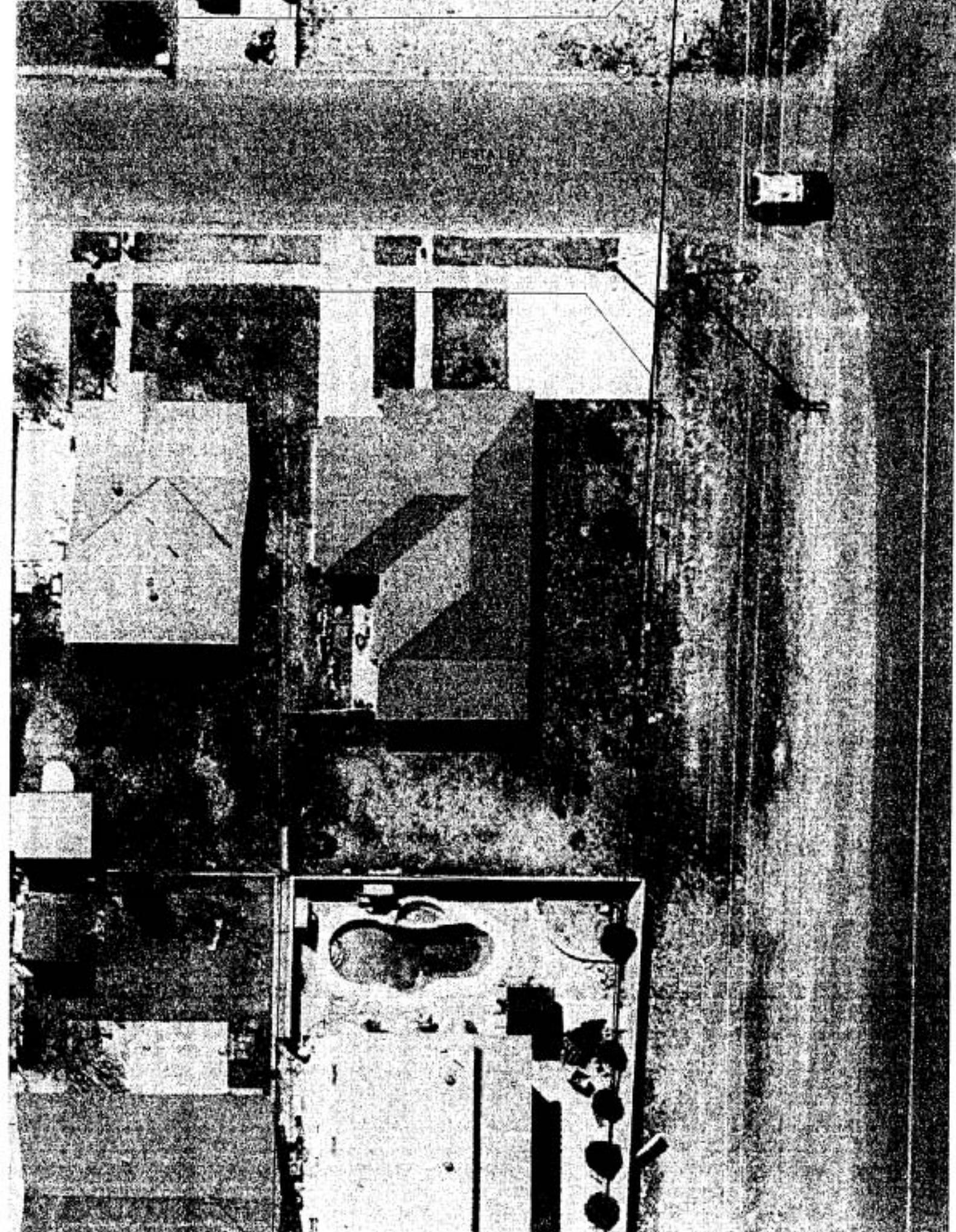
U.S. HWY 59 (150' R.O.W.)



BLOCK 2

TOWN EAST SUBDIVISION





COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-311 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for mini storage/warehousing, on Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue; providing for publication and effective date. ZC-102-2006</p>	
<p>Initiated by: Gateway Builders, Ltd.</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: This item was introduced by Michael Landeck at the City Council Meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: III – Michael Landeck</p> <p>Proposed use: Mini-storage/warehousing</p> <p>Site: The site consists of one single-family residential structure.</p> <p>Surrounding land uses: To the north, south and west the properties are vacant and undeveloped. To the east of the property are single-family residences, apartments, vacant lots, Leal Muffler Shop, auto sales and auto mechanic shop.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies South Meadow Avenue as a Major Collector.</p> <p>Letters sent to surrounding property owners: 9 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>Staff supports the issuance of the Special Use Permit. The Comprehensive Plan recognizes this location as Low Density Residential, however, a Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. Staff recommends the following conditions:</p> <ol style="list-style-type: none"> 1. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses including multi-family dwellings. 2. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code. 3. Dumpsters, trash bins, or locations for refuse collection shall be permitted. 4. Flammable, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede this provision. 5. The permit is issued to Gateway Builders, Ltd., and is nontransferable. 6. A seven (7) foot opaque fence shall be provided adjacent to residential zones/uses. 7. The Special Use Permit is restricted to the site plan, exhibit "A," which is made a part hereof for all purposes. 8. Parking must comply with all relevant provisions of the Laredo Land Development Code. 		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the Special Use Permit.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed Special Use Permit.</p>

ORDINANCE NO. 2006-O-311

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO AUTHORIZING A SPECIAL USE PERMIT FOR MINI-STORAGE/WAREHOUSING ON LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 1068, EASTERN DIVISION, LOCATED AT 1320 SOUTH MEADOW AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for a Special Use Permit for mini-storage/warehousing on Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006; and,

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

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

WHEREAS, the City Council has held a public hearing on November 20, 2006, on the request and finds the amendment of a Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for mini-storage warehouse on Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue.

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

1. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses including multi-family dwellings.
2. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.
3. Dumpsters, trash bins, or locations for refuse collection shall be permitted.
4. Flammable, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede this provision.
5. The permit is issued to Gateway Builders, Ltd., and is nontransferable.
6. A seven (7) foot opaque fence shall be provided adjacent to residential zones/uses.
7. The Special Use Permit is restricted to the site plan, exhibit "A," which is made a part hereof for all purposes.
8. Parking must comply with all relevant provisions of the Laredo Land Development Code.

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

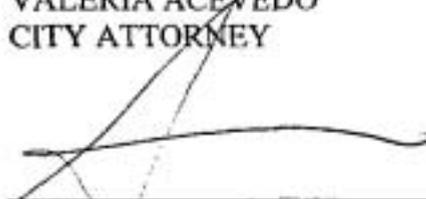
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

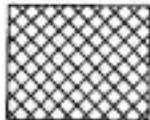
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

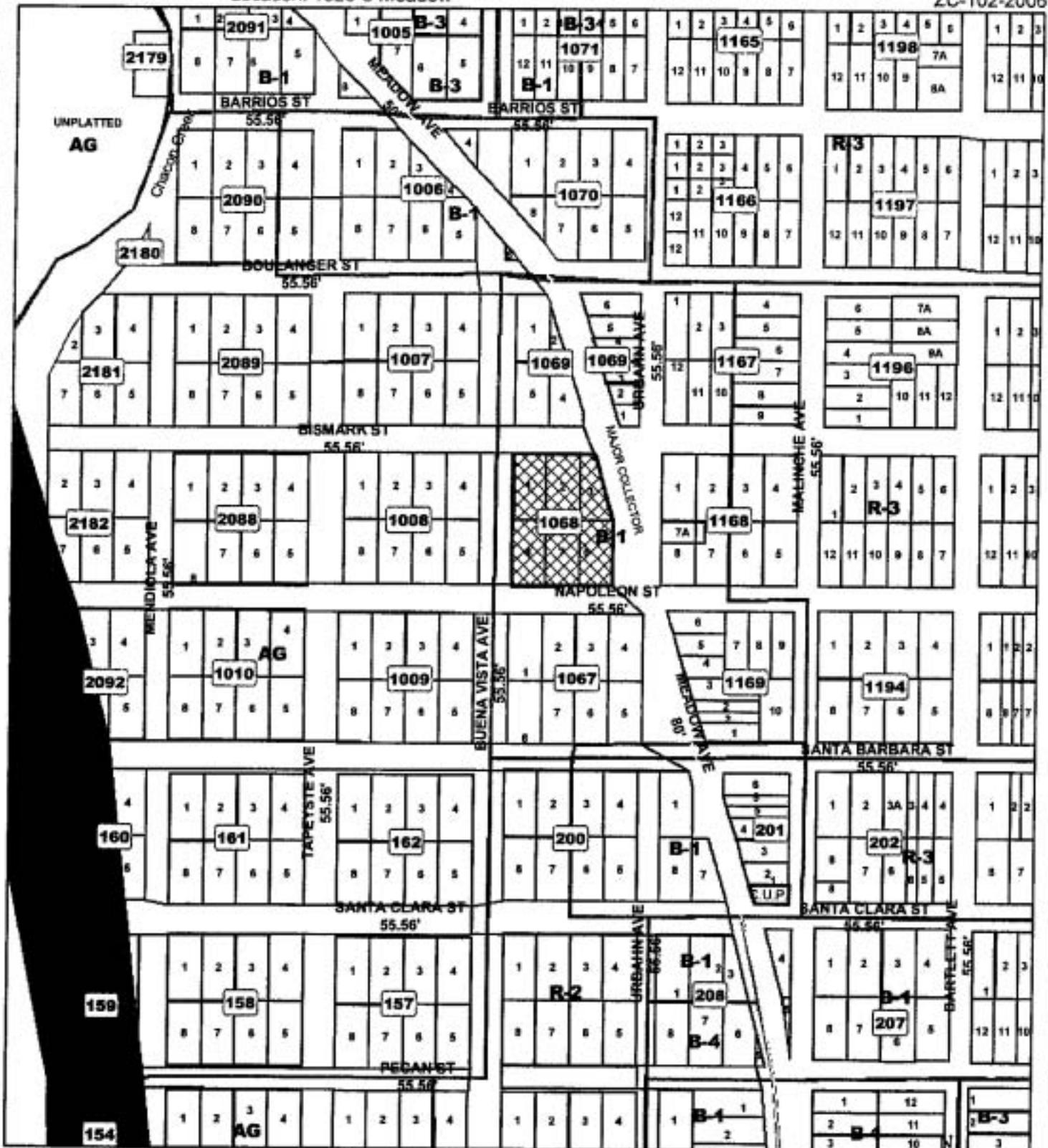


Request for an S.U.P. (Special Use Permit)

City of Laredo
Planning & Zoning

Location: 1320 S Meadow

ZC-102-2006

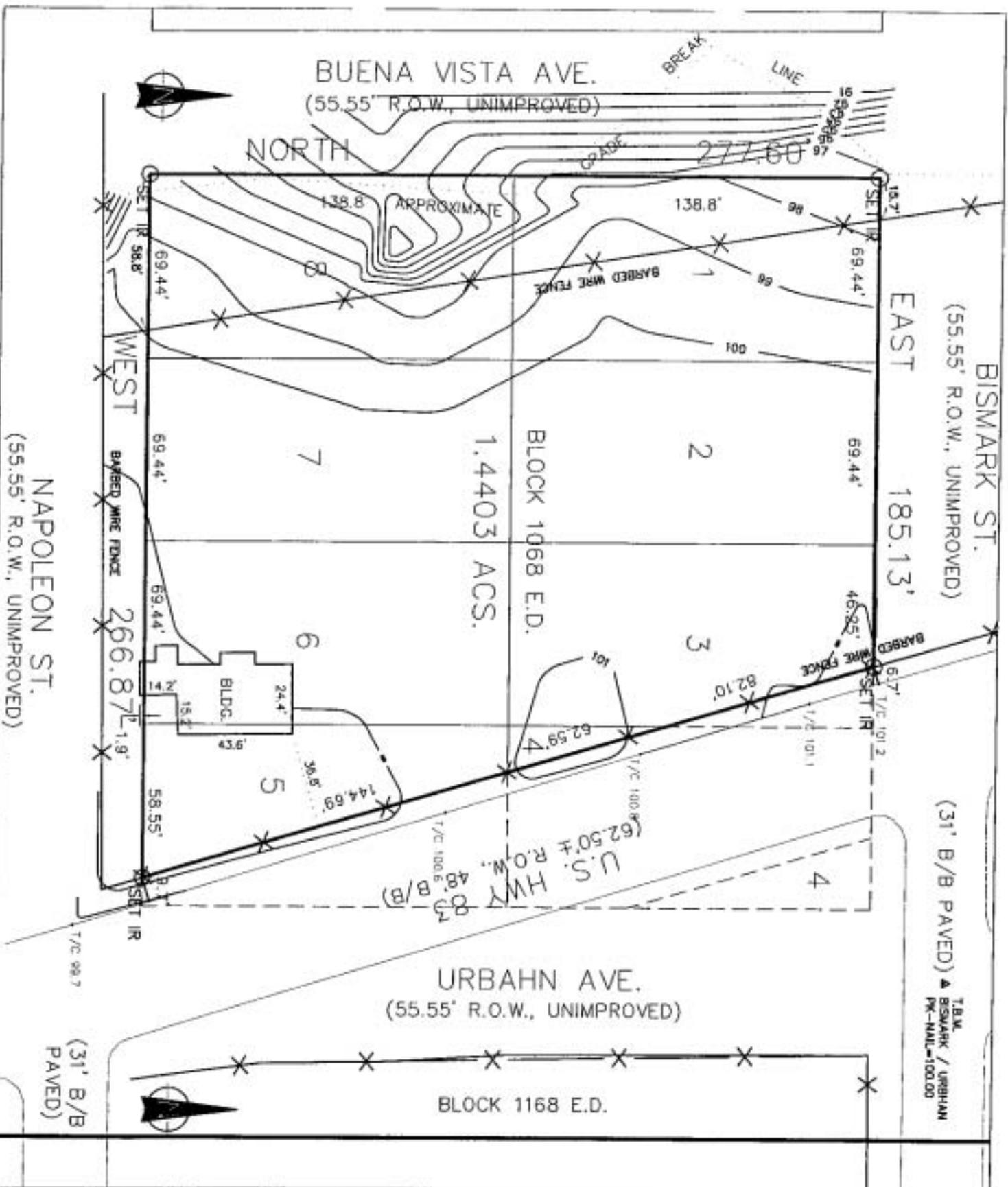


ZONE DISTRICTS

- Zone Districts
- Overlays
- PROPOSED REZONE



1 inch equals 287.10 feet



T.B.M.
BISMARK / URBH AN
PK-MAIL=100.00
(31' B/B PAVED)

PLANNING AND ZONING CHANGE REQUEST

PROPOSED SELF-STORAGE UNITS

EXISTING SITE INFORMATION

1320 S. MEADOW - LOTS 1-7 OF 7 BLK 1068 ED

DATE SUBMITTED:

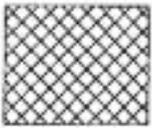
JUNE 15, 2006

PROJECT NUMBER:	0000
OWNER:	RED LINES
DESIGNER:	RED LINES
DATE:	06/15/06
SCALE:	1"=30'



RED LINES ARCHITECTS
110 S. WASHINGTON ST. SUITE 200
MILWAUKEE, WI 53202
PHONE: 414.224.1111
FAX: 414.224.1112





Request for an S.U.P. (Special Use Permit)

City of Laredo
Planning & Zoning

Location: 1320 S Meadow

ZC-102-2006



ZONE DISTRICTS



1 inch equals 47.52 feet

COUNCIL COMMUNICATION

<p>Date: 12/04/06</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-312 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 0.85 acres, as further described by metes and bounds in attached Exhibit "A", located at the east termination of Havanna and Imperial Drives, from AG (Agricultural District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date. ZC-103-2006</p>	
<p>Initiated by: San Isidro Southeast Loop, Ltd.</p>		<p>Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager</p>
<p>Prior action: This item was introduced by Gene Belmares at the City Council meeting of 11/20/06.</p>		
<p>BACKGROUND</p> <p>Council District: VI – Gene Belmares</p> <p>Proposed use: Residential</p> <p>Site: The site is currently vacant and undeveloped.</p> <p>Surrounding land uses: The surrounding land uses are vacant and undeveloped, with the exception of single family residences to the west.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Havanna or Imperial Drives.</p> <p>Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The change is consistent with the Comprehensive Plan's Low Density Residential designation. The proposed change is also consistent with the well established R-1A zoning districts to the west of the site.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A District is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No, there are other single family developments to the west of the site.

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

No, there are other residential districts to the west.

Will change adversely influence living conditions in the neighborhood?

No, the proposed zone change is also residential.

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

Yes, the existing zoning allows only for agricultural type uses.

□

ORDINANCE NO. 2006-O-312

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 0.85ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A," LOCATED AT THE EAST TERMINATION OF HAVANNA AND IMPERIAL DRIVES, FROM AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE-FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 0.85acres, as further described by metes and bounds in attached Exhibit "A", located at the east termination of Havana and Imperial Drives, from AG (Agricultural District) to R-1A (Single-Family Reduced Area 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 October 19, 2006, 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 November 20, 2006, 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 0.85acres, as further described by metes and bounds in attached Exhibit "A", located at the east termination of Havana and Imperial Drives, from AG (Agricultural District) to R-1A (Single-Family Reduced Area 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 _____, 2006.

RAUL G. SALINAS
MAYOR

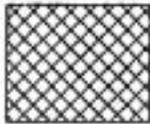
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

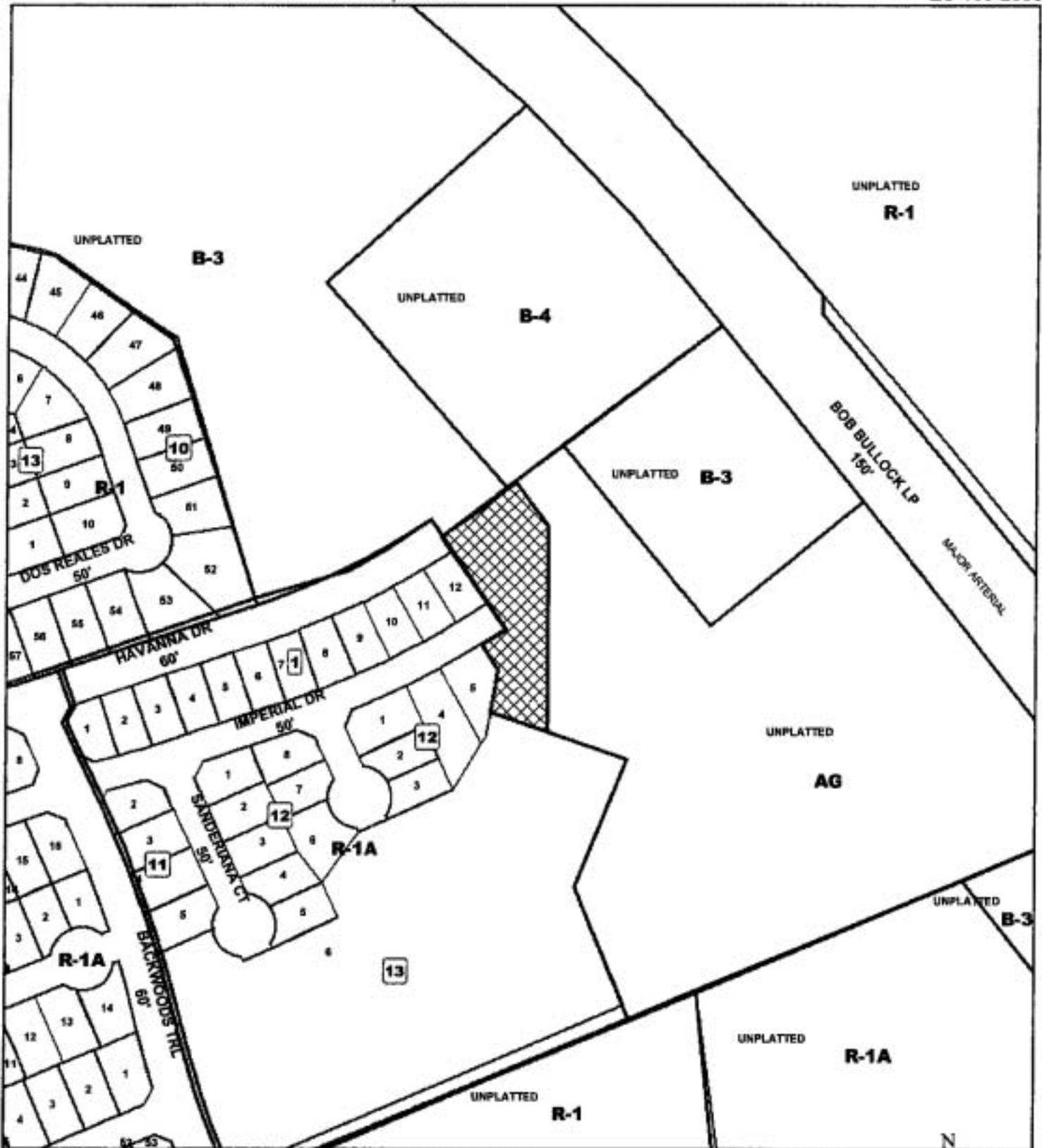


Rezone from AG (Agricultural District) to R-1A (Single Family Reduced District)

City of Laredo
Planning & Zoning

Location: End of Imperial Dr

ZC-103-2006



ZONE DISTRICTS

-  Zone Districts
-  Overlays



EXHIBIT

REZONE FROM
AG TO R-1A

0.85 ACRES ~ 36,886 SF

B-4 ZONE

R-1 ZONE

SAN ISIDRO LOOP, LTD.
VOL. 814, PGS 686-692.
W.C.O.P.R.

SURVEY 2145
INOCENTE FARIAS
A-3309



B-3 ZONE

PORCION 22
DONA M. J.
SANCHEZ
A-277

BOB BULLOCK LOOP
VOL. 159, PG. 286
W.C.O.P.R.
(Variable width R.O.W.)

RE-ZONE FROM
AG TO R-1A
0.85 ACRES ~ 36,886 SF

SAN ISIDRO LOOP, LTD.
VOL. 814, PGS 686-692,
W.C.O.P.R.

AG ZONE

SAN ISIDRO-LAS BUGANVILLAS SUBDIVISION
PHASE IV
VOL. 25, PG. 90
W.C.M.R.

PATRICIO RESENDEZ TRACT
VOL. 6, PGS. 74-79
W.C.D.R.

R-1A ZONE

LOT 6
BLOCK 13

R-1 ZONE

LINE TABLE

LINE	LENGTH	BEARING
L16	92.79	N70°36'54"W
L17	68.18	N09°24'45"E
L18	48.18	N32°00'20"W
L20	180.00	N33°51'21"W
L21	79.12	N53°09'00"E
L22	83.94	S36°51'00"E
L23	329.18	S00°00'00"W

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD
C2	60.71	1200.00	N54°38'49"E-62.70'
C3	44.58	891.00	N57°04'10"E-44.56'

STATE OF TEXAS
COUNTY OF WEBB

I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL SURVEYOR, HEREBY
STATE THAT THE ABOVE CAPTIONED EXHIBIT IS A TRUE AND CORRECT
AND CORRECT TO THE BEST OF MY KNOWLEDGE.



R.P.L.S. No. 5328 - TEXAS

CURRENT DATE:

HOWLAND SURVEYING CO., INC.

7615 N. BARTLETT LAREDO, TEXAS 78041

OFFICE: (956) 722-4411 FAX: (956) 722-5414

SCALE: 1"=200'

FIELD DATE: N/A

FIELD: N/A PG. N/A



DRAWN BY: G.G

JOB No. 13697-06

SHEET: 1-OF-3



LEGAL DESCRIPTION
REZONE FROM AG TO R-1A
0.85 Acres – 36,886 S.F.

A **0.85 Acre (36,886 SF) Tract of Land** situated in Dona M.J. Sanchez, Original Grantee, Porcion 22, Abstract, City of Laredo, Webb County, Texas. Being out of that San Isidro Loop, LTD. by deed recorded in Volume 814, Pages 686-692, of the Official Deed Records Webb County, Texas. This 0.85 Acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a found ½" iron rod being the most north corner of Lot 6, Block 13 of San Isidro-Las Buganvillas Subdivision, Phase IV recorded in Volume 25, Page 90, of the Webb County Map Records, Texas, same point being on the south boundary line of Lot 5, Block 13 of same said Phase IV Subd. for an exterior corner hereof and **TRUE POINT OF BEGINNING**;

THENCE, N 09°24'45" E, along the boundary of said Phase IV subdivision, a distance of **68.18 FEET** to a found ½" iron rod, for a deflection point on said Lot 5 and a deflection hereof;

THENCE, N 32°00'20" W, continuing along said Phase IV boundary line, a distance of **48.18 FEET** to a found ½" iron rod being on a curve having a radius of 1170.00 feet, a chord of **N57°04'10"E-44.56 feet** being an interior corner of said Phase IV subdivision, for an exterior corner hereof;

THENCE, along said curve being the south right of way line of Imperial Drive of said Phase IV subdivision an arc length of **44.58 FEET** to a found ½" iron rod being an exterior corner of said Phase IV subdivision, for an interior corner hereof;

THENCE, N 33°51'21" W, continuing along said Phase IV subdivision, a distance of **180.00 FEET** to the center of Havanna Drive road being on a curve having a radius of 1200.00 feet, a chord of **N54°38'49"E-62.70 feet**, for an exterior corner hereof;

THENCE, along said curve an arc length of **62.71 FEET** to a point of tangency;

THENCE, N 53°09'00" E, a distance of **79.12 FEET** to an exterior corner hereof;

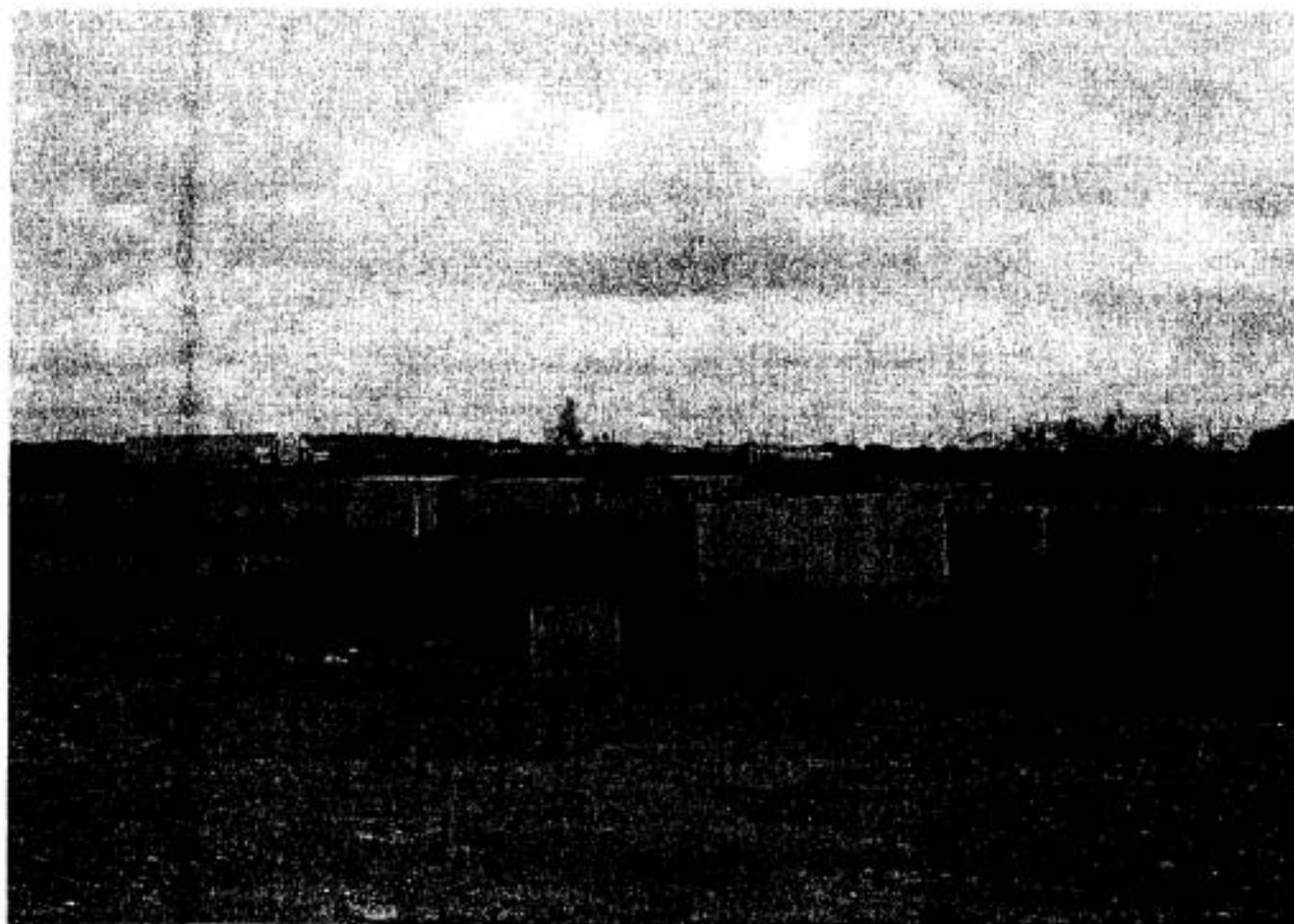
THENCE, S 36°51'00" E, a distance of **83.94 FEET** to a deflection point hereof;

THENCE, S O U T H, a distance of **329.18 FEET** to a point on the boundary line of said Phase IV subdivision, for an exterior corner hereof;

THENCE, N 70°36'54" W, along said Phase IV subdivision, a distance of **92.79 FEET** to the point of beginning for this 0.85 acre tract of land, more or less.

SHEET 2 OF 2





COUNCIL COMMUNICATION

Date: 12/04/06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-313 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.89 acres, as further described by metes and bounds in attached Exhibit "A", located on the west side of Bob Bullock Loop north of Winfield Parkway, from AG (Agricultural District) to B-1 (Limited Commercial District); providing for publication and effective date. ZC-104-2006	
Initiated by: San Isidro Southeast Loop, Ltd.	Staff source: Keith Selman, Planning Director Rafael Garcia, Assistant City Manager	
Prior action: This item was introduced by Gene Belmares at the City Council Meeting of 11/20/06.		
BACKGROUND Council District: VI – Gene Belmares Proposed use: Commercial Site: Vacant and undeveloped land. Warnings/Citations: None. Surrounding land uses: The surrounding uses are primarily vacant and undeveloped with single-family residential areas to the northwest. Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential and Retail/Office. Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as a Major Arterial. Letters sent to surrounding property owners: 14 In Favor: 0 Opposed: 1		
STAFF COMMENTS The proposed zone change is appropriate at this location. Although a portion of the property is designated as Low Density Residential on the Comprehensive Plan, the B-3 district conforms to the approved master plan for the development. The proposed zone change is compatible with the existing zoning pattern along the Bob Bullock corridor.		
P&Z COMMISSION 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.	

COUNCIL COMMUNICATION

STAFF COMMENTS

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

Is this change contrary to the established land use pattern?

Yes, the established land use pattern is mostly vacant.

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

No, there are B-3 districts to the north and south along Bob Bullock Loop.

Will change adversely influence living conditions in the neighborhood?

Yes, the adjacent residential neighborhoods may be negatively impacted by the proposed adjacent commercial tract.

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

Yes, the existing zoning allows for agricultural and residential uses only.

ORDINANCE NO. 2006-O-313

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 9.89 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A," LOCATED ON THE WEST SIDE OF BOB BULLOCK LOOP NORTH OF WINFIELD PARKWAY, FROM AG (AGRICULTURAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 9.89 acres, as further described by metes and bounds in attached Exhibit "A", located on the west side of Bob Bullock Loop north of Winfield Parkway, from AG (Agricultural District) to B-1 (Limited 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 October 19, 2006, 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 November 20, 2006, 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 9.89 acres, as further described by metes and bounds in attached Exhibit "A", located on the west side of Bob Bullock Loop north of Winfield Parkway, from AG (Agricultural District) to B-1 (Limited 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 _____, 2006.

RAUL G. SALINAS
MAYOR

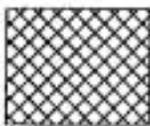
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY



BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

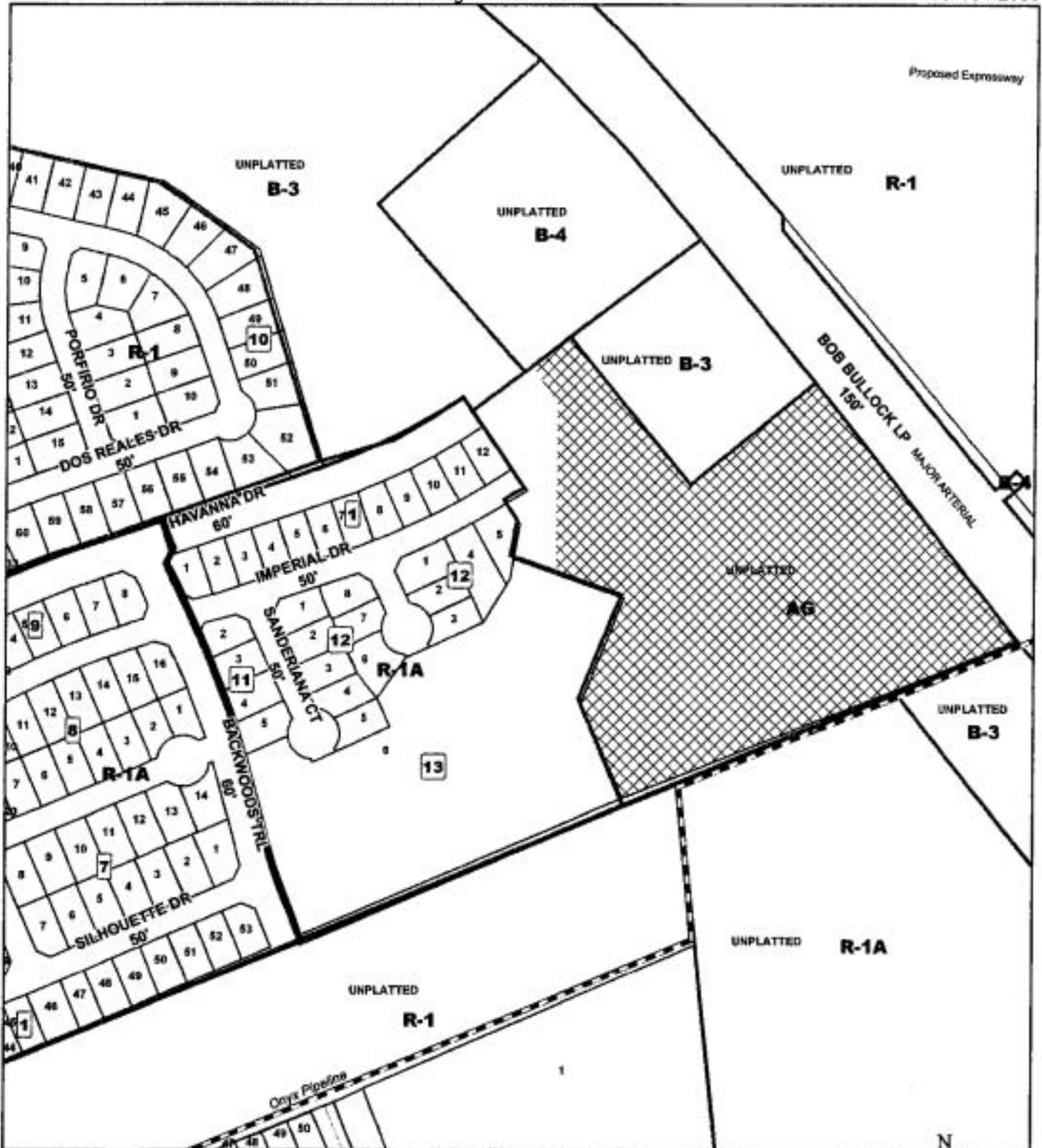


Rezone from AG (Agricultural District)
to B-1 (Limited Commercial District)

City of Laredo
Planning & Zoning

Location: South of San Isidro-Las Buganvillas Unit IV

ZC-104-2006



ZONE DISTRICTS

-  Zone Districts
-  Overlays
-  PROPOSED REZONE



1 inch equals 268.16 feet

EXHIBIT REZONE FROM AG TO B-1

9.89 ACRES ~ 431,134 SF

B-4 ZONE

SAN ISIDRO LOOP, LTD.
VOL. 114, PGS 684-685
W.C.D.R.

SURVEY 2145
INOCENTE, FARIAS
A-3309

R-1 ZONE

BOB BULLOCK LOOP
VOL. 158, PG. 888
W.C.D.P.R. (SUBLEASE WITH B.O.K.)

PORCION 22
DONA M. J.
SANCHEZ
A-277

B-3 ZONE

B-3 ZONE

AG ZONE

48
49
50
51
52

HAVANA DRIVE
(60' R.O.W.)
BLOCK 10
8 9 10

IMPERIAL DRIVE
BLOCK 13
3 4 5 6 7 8 9

R-1A ZONE

SAN ISIDRO-LAS BUGANVILLAS SUBDIVISION
PHASE IV
VOL. 25, PG. 90
W.C.M.R.

SAN ISIDRO LOOP, LTD.
VOL. 114, PGS 685-686
W.C.D.R.
9.89 ACRES

RE-ZONE FROM
AG TO B-1

R-1A ZONE

6
BLOCK 13

DETENTION POND

R-1 ZONE

PATRICIO RESENDEZ TRACT
VOL. 6, PGS. 74-79
W.C.D.R.

LINE TABLE

LINE	LENGTH	BEARING
L1	263.43	N23°06'59"W
L2	219.92	N82°15'51"E
L3	137.38	N70°36'54"W
L4	329.18	N 0 0 0 0
L5	84.03	N06°51'00"W
L6	99.60	N53°03'24"E



STATE OF TEXAS
COUNTY OF WEBB

I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE CAPTIONED "EXHIBIT" AND ATTACHED TRACT MAP IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Bernal F. Slight
R.P.S. No. 5328 - TEXAS

10-31-06
CURRENT DATE

HOWLAND SURVEYING CO., INC.

7815 N. BARTLETT LAREDO, TEXAS 78041
OFFICE: (956) 722-4411 FAX: (956) 722-5414

SCALE: 1"=200'

FIELD DATE: N/A

FIELD: N/A PG N/A



DRAWN BY: B.F.S.

JOB No. 13698-06

SHEET: 1-OF-2

Howland Surveying Co., Inc., dba
HOWLAND ENGINEERING AND SURVEYING CO.
 Oil & Gas Locations * Surveying * Land Development * Civil Design
 Foundations * Geotechnical * Construction Materials Testing * Environmental



LEGAL DESCRIPTION
REZONE FROM AG TO B-1
 9.89 Acres - 431,134 S.F.

A 9.89 Acre (431,134 SF) Tract of Land situated in Dona M.J. Sanchez, Original Grantee, Porcion 22, Abstract, City of Laredo, Webb County, Texas. Being 9.89 acres out of San Isidro Loop, Ltd. containing 81.192 acres by deed recorded in Volume 814, Pages 686-692, of the Official Deed Records Webb County, Texas. This 9.89 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod being the southeast corner of Lot 6, Block 13 of San Isidro-Las Baganvillas Subdivision, Phase IV, for the south corner hereof and **TRUE POINT OF BEGINNING**;

THENCE, N 23°06'59" W, continuing along same, a distance of **203.43 FEET** to a found $\frac{1}{2}$ " iron rod being an exterior corner of Lot 6, Block 13 of said Phase IV subdivision, for an exterior corner hereof;

THENCE, N 22°15'51" E, a distance of **219.92 FEET** to a found $\frac{1}{2}$ " iron rod being the east corner of Lot 6, Block 13 of said Phase IV subdivision for an exterior corner hereof;

THENCE, N 70°36'54" W, a distance of **137.38 FEET** to a deflection point hereof;

THENCE, N O R T H, a distance of **329.18 FEET** to a deflection point hereof;

THENCE, N 36°51'00" W, a distance of **84.03 FEET** to an exterior corner hereof;

THENCE, N 53°03'24" E, a distance of **99.60 FEET** to an exterior corner hereof;

THENCE, S 39°14'07" E, a distance of **370.00 FEET** to an interior corner hereof;

THENCE, N 50°45'48" E, a distance of **313.29 FEET** to a point on Bob Bullock Loop 20 right-of-way line, for an exterior corner hereof;

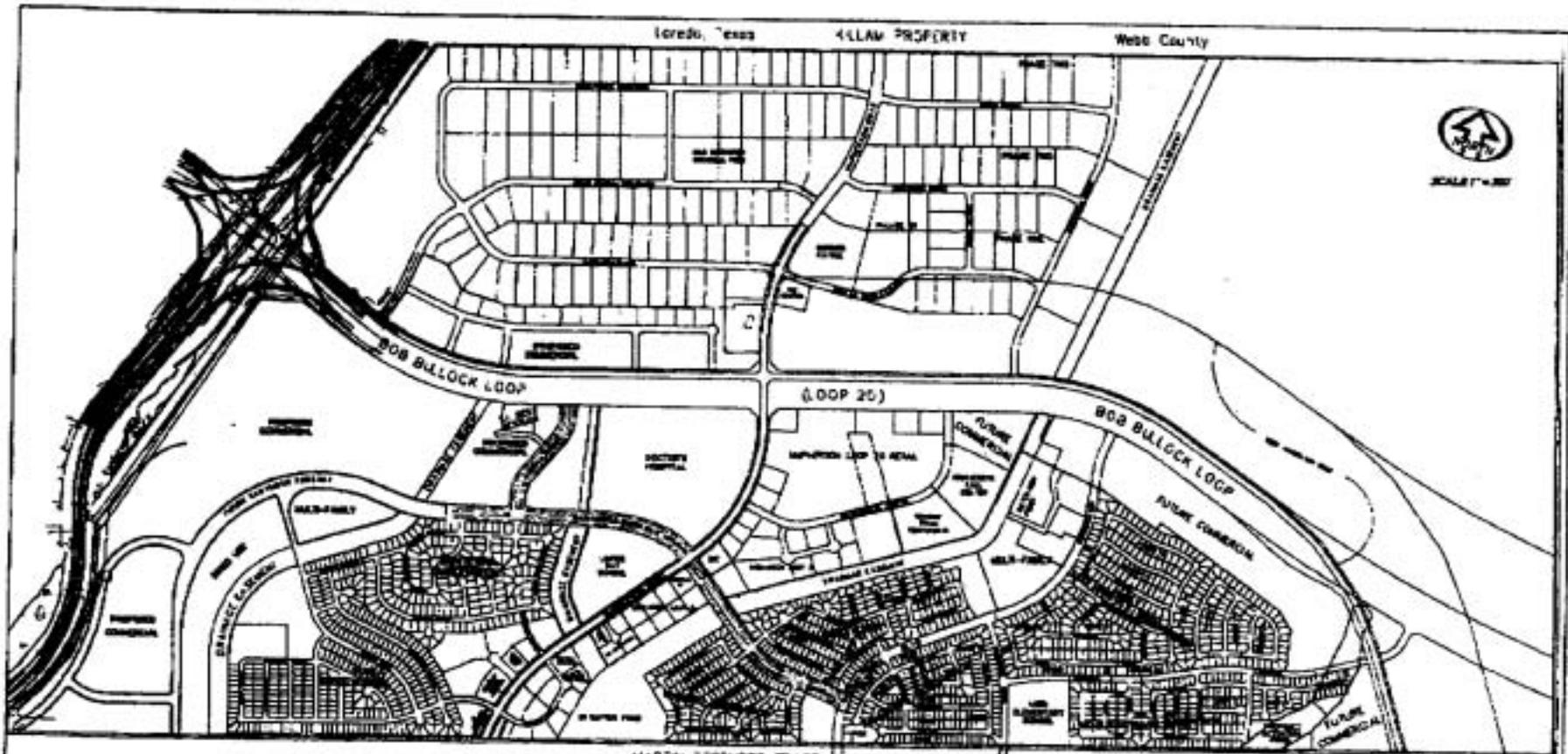
THENCE, S 39°01'28" E, along said Loop 20 right of way line, a distance of **613.95 FEET** to an exterior corner of said 81.192 acre tract, for an exterior corner hereof;

THENCE, S 66°53'01" W, along the south boundary line of said 81.192 acre tract, a distance of **833.22 FEET** to the point of beginning of this abstract of land.



SHEET 2 OF 2

Handwritten signature and date:
 10-31-08

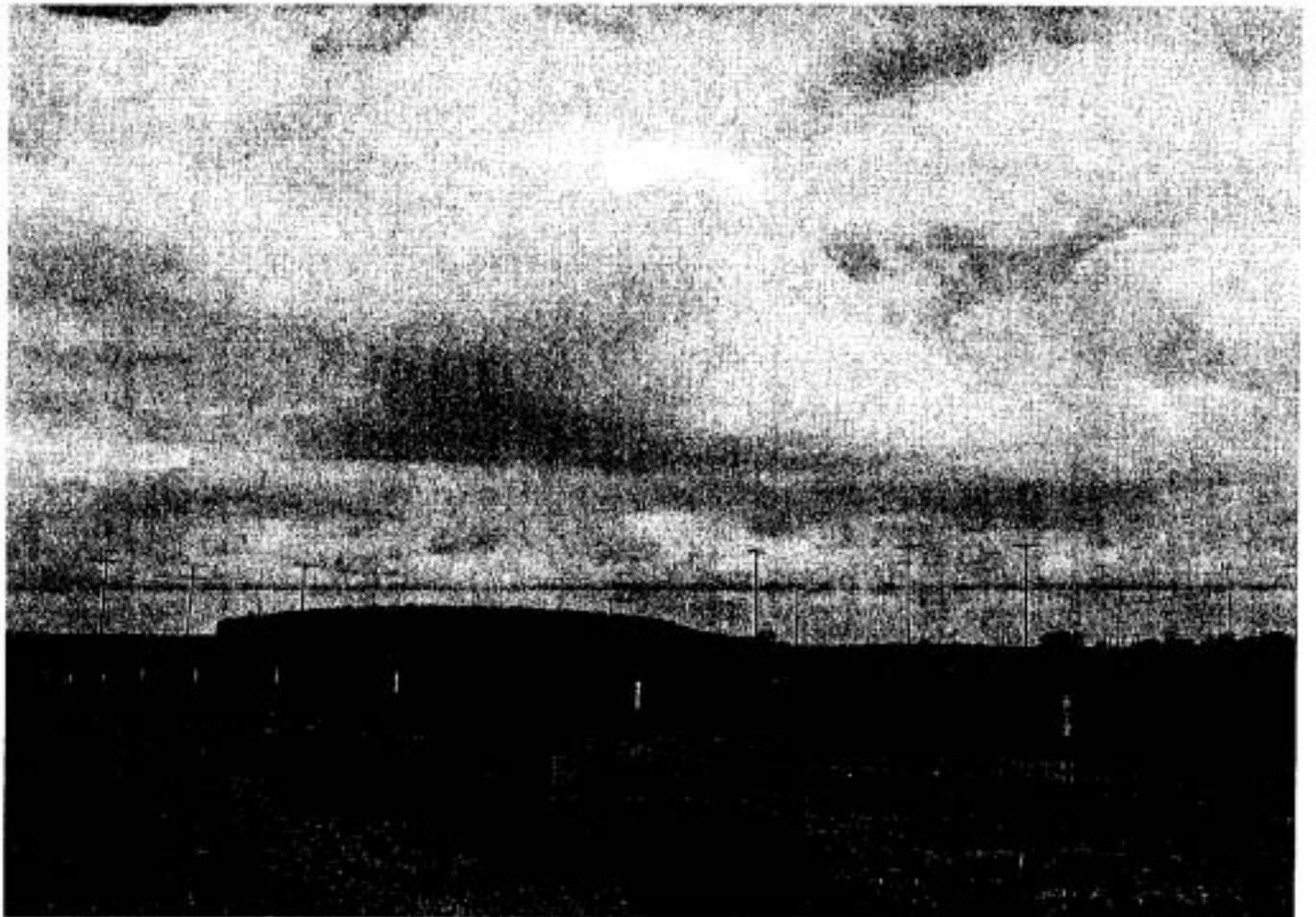


DEVELOPMENT SUMMARY	ACRES	Revised Residential Units
Residential Lots - Existing	100	100
Residential Lots - Future	100	100
Multi-Family Existing	15	100
Multi-Family Future	15	200
Total Residential Dwelling Units at Buildout		1001

PARK LAND SUMMARY	TOTAL ACRES Proposed	TOTAL ACRES Required
Linear Park (along bank of road)	13.5	0.0
Neighborhood Parks (along linear park)	1.0	1.0
Promise Park in Amalgam	1.0	1.0
Park Adjacent to Town of Buda	4.4	4.4
Park Adjacent to Church	0.0	0.0
Total Park Land Proposed	20.5	
Total Park Land Required		20.5


Sharkey Engineering Company, L.L.C.
 2000 N. Loop West, Suite 100
 Dallas, Texas 75241
 Phone: (214) 343-1100
 Fax: (214) 343-1101
 Website: www.sharkeyeng.com

PARTIAL MASTER PLAN SAN ISIDRO SOUTH WEST AND SOUTH EAST QUADRANTS



COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: FINAL READING OF ORDINANCE 2006-O-315 Authorizing the City Manager to implement a south bound pedestrian toll free crossing for the week of December 18 th through 24 th , 2006.	
INITIATED BY: Rafael Garcia, Jr., Assistant City Manager	STAFF SOURCE: Mario I. Maldonado, Jr., Bridge System Director	
PREVIOUS COUNCIL ACTION: On December 12, 2005 council approved to implement a southbound pedestrian toll free crossing for the period of December 18 th through December 24 th , 2005.		
BACKGROUND: On the 28 th of July 2004, a contract was signed between Leyendecker Construction, Inc. and the City of Laredo for the Bridge of The Americas Modification Project "El Portal". Critically important to the City, and a pivotal point to the negotiations with Leyendecker Construction, was that: <ol style="list-style-type: none">1. At no time would the International Bridge be closed due to ongoing construction;2. All efforts would be made to insure the safety and well being of both our vehicular as well as our pedestrian customers;3. All efforts would be made to expedite the construction project and minimize any possible negative impact to our city's business owners. <p>This having been said and in preparation of our anticipated increase of primarily pedestrian traffic, due to the Christmas holidays, and in an effort to even further minimize any possible inconvenience to our south bound pedestrian customer and consequently loss of business to our city business sector, the City of Laredo proposes to allow all south bound pedestrians a toll free passage for the week of December 18th through 24th, 2006. The estimated loss of revenue to the City of Laredo will be approximately \$68,000.00.</p>		
FINANCIAL IMPACT: Estimated revenue loss will be approximately \$68,000.00		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approval for City Manager to implement a south bound pedestrian toll free crossing for the week of December 18 th through December 24 th , 2006.	

ORDINANCE 2006-O-315

AUTHORIZING THE ACTING CITY MANAGER TO IMPLEMENT A SOUTH BOUND PEDESTRIAN TOLL FREE CROSSING FOR THE WEEK OF DECEMBER 18TH THROUGH 24TH, 2006.

WHEREAS, the Director of the Laredo Bridge System recommends that the City Council approve the proposed toll free week for all south bound pedestrians; and

WHEREAS, the Director of the Laredo Bridge System finds the action necessary to minimize pedestrian congestion and inconvenience due in part to the ongoing construction; and

WHEREAS, the City Council finds that the proposed action would be in the City's interest and benefit.

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

The Acting City Manager is authorized to implement a south bound pedestrian toll free crossing for the week of December 18th through 24th, 2006.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2006.

Raul G. Salinas, Mayor

ATTEST:

Gustavo Guevara
City Secretary

APPROVED AS TO FORM:
Valeria M. Acevedo
Acting City Attorney

By: Jerry Bruce Cain
Assistant City Attorney

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: FINAL READING ORDINANCE #2006-O-317 Amending the City of Laredo FY 2006-2007 annual budget by appropriating expenditures in the amount of \$252,589.00 in the Laredo Police Department Trust Fund. Funding will be used to purchase operational materials and supplies and capital outlay equipment. Items include surveillance equipment, tactical entry equipment, and other needed items. Funding is available in the Police Trust Fund opening balance.																				
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE: Agustin Dovalina, III Chief of Police																				
PREVIOUS COUNCIL ACTION: None																					
ACTION PROPOSED: City Council approve this Ordinance.																					
BACKGROUND: The Laredo Police Department is requesting this fund balance drawdown from the Police Trust Fund in order to purchase the following items that were not originally budgeted in the FY 06-07 Annual Budget:																					
Surveillance Equipment Tactical Entry Equipment Records / MIS Processing Equipment Minor Tool and Apparatus Items	Interdiction Tools Drug Detection Canines Traffic Enforcement Equipment																				
FINANCIAL: <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 25%; text-align: center;">Original Budget FY 06-07</th> <th style="width: 25%; text-align: center;">Proposed Amendment</th> <th style="width: 35%; text-align: center;">Amended Budget FY 06-07</th> </tr> </thead> <tbody> <tr> <td>Opening Balance: \$</td> <td style="text-align: right;">2,189,826</td> <td style="text-align: center;">0</td> <td style="text-align: right;">2,189,826</td> </tr> <tr> <td>Revenues:</td> <td style="text-align: right;">546,000</td> <td style="text-align: center;">0</td> <td style="text-align: right;">546,000</td> </tr> <tr> <td>Expenses:</td> <td style="text-align: right; border-top: 1px solid black;">1,937,237</td> <td style="text-align: center; border-top: 1px solid black;">252,589</td> <td style="text-align: right; border-top: 1px solid black;">2,189,826</td> </tr> <tr> <td>*Closing Balance \$</td> <td style="text-align: right;">798,589</td> <td style="text-align: center;">(252,589)</td> <td style="text-align: right;">546,000</td> </tr> </tbody> </table> <small>*Increase in expenditures is coming from fund balance</small>			Original Budget FY 06-07	Proposed Amendment	Amended Budget FY 06-07	Opening Balance: \$	2,189,826	0	2,189,826	Revenues:	546,000	0	546,000	Expenses:	1,937,237	252,589	2,189,826	*Closing Balance \$	798,589	(252,589)	546,000
	Original Budget FY 06-07	Proposed Amendment	Amended Budget FY 06-07																		
Opening Balance: \$	2,189,826	0	2,189,826																		
Revenues:	546,000	0	546,000																		
Expenses:	1,937,237	252,589	2,189,826																		
*Closing Balance \$	798,589	(252,589)	546,000																		
RECOMMENDATION:	STAFF: Recommends the approval of this ordinance.																				

ORDINANCE #2006-O-317

Amending the City of Laredo FY 2006-2007 annual budget by appropriating expenditures in the amount of \$252,589.00 in the Laredo Police Department Trust Fund. Funding will be used to purchase operational materials and supplies and capital outlay equipment. Items include surveillance equipment, tactical entry equipment, and other needed items. Funding is available in the Police Trust Fund opening balance.

Whereas, the City Council previously adopted the budget for fiscal year 2006-2007; and

Whereas, the Police Chief recommends that Council authorize the amendment of the budget; and

Whereas, funding will be used to purchase items for the Laredo Police Department. Items include surveillance equipment, tactical entry equipment and other needed items; and

Whereas, funding for the project is available in the Laredo Police Trust Fund beginning balance.

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

Section 1: The City of Laredo's FY 2006-2007 annual budget shall be and hereby is amended as follows:

FINANCIAL:

	Original Budget FY 06-07	Proposed Amendment	Amended Budget FY 06-07
Opening Balance: \$	2,189,826	0	2,189,826
Revenues:	546,000	0	546,000
Expenses:	<u>1,937,237</u>	<u>252,589</u>	<u>2,189,826</u>
*Closing Balance \$	798,589	(252,589)	546,000

*Increase in expenditures is coming from fund balance

Section 2: Expenditures are hereby appropriated in the amount of \$252,589 in the Laredo Police Department Trust Fund. Funding will be used to purchase operational materials and supplies and capital outlay equipment. Funding is available in the opening fund balance.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2006.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

JERRY CAIN
ASSISTANT CITY ATTORNEY

DATE: 12-4-06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-318 Authorizing the City Manager to execute a Lessor's Consent to an Assignment of Lease Agreement from Gateway Rent-a-Car, LLC (Seller/Assignor) to Border Rent A Car, LLC for that certain lease dated August 28, 2006, between the City of Laredo and Gateway Rent-a-Car, LLC for approximately 171 square feet of office and counter space located in car rental space #4 within the airport passenger terminal and 17 parking spaces located within the ready return parking lot located at 5210 Bob Bullock Loop at the Laredo International Airport; providing for an effective date.	
INITIATED BY: Rafael Garcia, Jr. Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Director
PREVIOUS COUNCIL ACTION: On November 20, 2006, Ordinance was introduced by City Council, and Staff was instructed to proceed.		
BACKGROUND: Lessor consents to an Assignment of Lease between Gateway Rent-a-Car LLC and Border Rent A Car LLC for that Rental Car Agency Concession and Lease Agreement dated August 28, 2006. Said agreement is for approximately 171 square feet of office and counter space and 17 parking spaces located at 5210 Bob Bullock Loop at the Laredo International Airport. Other car rental agencies at the airport include: <ul style="list-style-type: none"> • Avis/Budget Rent-a-Car • Advantage Rent-a-Car • Enterprise Rent-a-Car • National Car Rental 		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: On November 6, 2006 the Airport Advisory Committee recommended approval of this item.	STAFF RECOMMENDATION: That the City Manager execute a Lessor's Consent to an Assignment of Lease from Gateway Rent-a-Car LLC to Border Rent A Car.	

ORDINANCE NO. 2006-O-318

AUTHORIZING THE CITY MANAGER TO EXECUTE A LESSOR'S CONSENT TO AN ASSIGNMENT OF LEASE AGREEMENT FROM GATEWAY RENT-A-CAR LLC (SELLER/ASSIGNOR) TO BORDER RENT A CAR, LLC FOR THAT CERTAIN LEASE DATED AUGUST 28, 2006, BETWEEN THE CITY OF LAREDO AND GATEWAY RENT-A-CAR, LLC FOR APPROXIMATELY 171 SQUARE FEET OF OFFICE AND COUNTER SPACE LOCATED IN CAR RENTAL SPACE #4 WITHIN THE AIRPORT PASSENGER TERMINAL AND 17 PARKING SPACES LOCATED WITHIN THE READY RETURN PARKING LOT LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed Lessor's Consent to An Assignment of Lease Agreement from Gateway Rent-a-Car, LLC (Seller/Assignor) to Border Rent A Car, LLC for that certain lease dated August 28, 2006, between the City the City of Laredo and Gateway Rent-a-Car, LLC for approximately 171 square feet of office and counter space located in car rental space #4 within the airport passenger terminal and 17 parking spaces located within the ready return parking lot located at 5210 Bob Bullock Loop at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Committee finds that said Lessor's Consent to An Assignment of Lease is in the best interest of the Airport and recommends that the City Council approve the proposed lease; and

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

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

Section 1: The City Manager be hereby authorized to execute a Lessor's Consent to An Assignment of Lease Agreement from Gateway Rent-a-Car, LLC (Seller/Assignor) to Border Rent A Car, LLC for that certain lease dated August 28, 2006, between the City the City of Laredo and Gateway Rent-a-Car, LLC for approximately 171 square feet of office and counter space located in car rental space #4 within the airport passenger terminal and 17 parking spaces located within the ready return parking lot located at 5210 Bob Bullock Loop at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

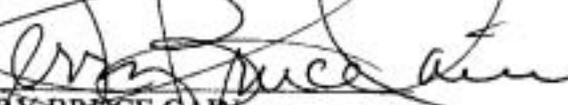
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12-04-06	SUBJECT: FINAL ORDINANCE 2006-O-319 Closing as a public easement a triangular section of Blaine Street between Smith and Ejido Avenues, situated in the Eastern Division, City of Laredo, County of Webb, Texas, as shown in Exhibit "A", and providing for an effective date.	
INITIATED BY: CYNTHIA COLLAZO Deputy City Manager	STAFF SOURCE: ANGELO FERRAZZANO Real Estate Manager	
PREVIOUS COUNCIL ACTION: None.		
PROPOSED ACTION: <p>The City of Laredo is proposing to close as a public easement the above-mentioned triangular section of the 3200 block of Blaine Street. The proposed closure is a platted, surplus right-of-way located between Loop 20 and a 33.88' section of the south property line of Lot 6 and the south property lines of Lots 7 and 8, Block 2024, Eastern Division. It is not anticipated that this section of Blaine Street will ever be incorporated as part of Loop 20. The Texas Department of Transportation was informed of the proposed closure and had no objections.</p> <p>Should the proposed closure be approved, the City of Laredo will retain any existing easements located within said right-of-way.</p> <p>The abutting property owner to the north of the proposed closure has shown an interest in purchasing the portion of the street if such action is approved by the City Council.</p> <p>On November 16, 2006, a public hearing was held before the Planning and Zoning Commission. The Planning and Zoning Commission voted in favor of the proposed closure.</p> <p>On November 15, 2006, a memorandum was provided to the Street Closing Committee members with the above information.</p>		
FINANCIAL IMPACT: None		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends passing of this Ordinance.	

ORDINANCE 2006-O-319

CLOSING AS A PUBLIC EASEMENT A TRIANGULAR SECTION OF BLAINE STREET BETWEEN SMITH AND EJIDO AVENUES SITUATED IN THE EASTERN DIVISION, CITY OF LAREDO, COUNTY OF WEBB, TEXAS, AS SHOWN IN EXHIBIT "A", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager recommends that the City Council close as a public easement a triangular section of Blaine Street between Smith and Ejido Avenues, situated in the Eastern Division, County of Webb, Texas, and,

WHEREAS, traffic flow will not be adversely affected by such closing; and

WHEREAS, the abutting property owner of the above-mentioned street has executed a Release Form releasing the City of Laredo from any and all damages arising out of the closing of this street; and,

WHEREAS, the City Council finds that it is in the best interest of the City to close as a public easement a triangular section of Blaine Street between Smith and Ejido Avenues, situated in the Eastern Division, City of Laredo, County of Webb, Texas.

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

1. A triangular section of Blaine Street between Smith and Ejido Avenues, situated in the Eastern Division, City of Laredo, Webb County, Texas, as shown in Exhibit "A", be and the same is hereby closed as a public easement, provided that the City retains the right to maintain, operate, repair and replace, by itself or by any licensee or a holder of a franchise from the City, any poles, wires, pipes, conduits, sewer mains, or any other facilities or equipment for the maintenance of operation of any utility now located in the street portion hereof closed as a public easement.
2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
__ DAY OF ____, 2006

RAUL G SALINAS
Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:
Valeria Acevedo
Acting City Attorney

By: _____
ANTHONY McGETTRICK
Asst. City Attorney

COUNCIL COMMUNICATION

DATE: 12-4-06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-320 Authorizing the City Manager to execute an assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2001-O-024 dated January 16, 2001, for a vehicular parking lot located at 5003 Maher Avenue at the Laredo International Airport to Aero Center, Inc., and amending Section 1.02, TERM, by adding an early termination clause that effectively terminates the lease agreement without notice from Lessor effective the date Lessee's sublease of Hangar No. 162 expires; providing for an effective date.	
INITIATED BY: Rafael Garcia, Jr. Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Director
PREVIOUS COUNCIL ACTION: On November 20, 2006, Ordinance was introduced by City Council, and Staff was instructed to proceed.		
BACKGROUND: Labata Services, Inc., wishes to assign its leasehold interest consisting of a vehicular parking lot constituting approximately 6,166 square feet located at 5003 Maher Avenue at the Laredo International Airport to Aero Center, Inc. Lease term is for eight (8) years and ten (10) months commencing on December 1, 2000, and ending on September 30, 2009. Current monthly rent is \$204.23. Labata Services, Inc., currently subleases Hangar No. 162 from Josefa Lago de Sarabia. The sublease agreement terminates September 15, 2009.		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: On October 30, 2006, the Airport Advisory Committee considered this item and recommends approval.		STAFF RECOMMENDATION: That the City Manager execute an assignment of lease from Labata Services, inc., to Aero Center, Inc.

ORDINANCE NO. 2006-O-320

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT OF LEASEHOLD INTEREST FROM LABATA SERVICES, INC., APPROVED BY ORDINANCE NO. 2001-O-024 DATED JANUARY 16, 2001, FOR A VEHICULAR PARKING LOT LOCATED AT 5003 MAHER AVENUE AT THE LAREDO INTERNATIONAL AIRPORT TO AERO CENTER, INC., AND AMENDING SECTION 1.02, TERM, BY ADDING AN EARLY TERMINATION CLAUSE THAT EFFECTIVELY TERMINATES THE LEASE AGREEMENT WITHOUT NOTICE FROM LESSOR EFFECT ON THE DATE AERO CENTER'S SUBLEASE OF HANGAR NO. 162 TERMINATES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2001-O-024 dated January 16, 2001, for a vehicular parking lot located at 5003 Maher Avenue at the Laredo International Airport to Aero Center, Inc., and amending Section 1.02, TERM, by adding an early termination clause that effectively terminates the lease agreement without notice from Lessor effective on the date that Aero Center's sublease of Hangar No. 162 terminates, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

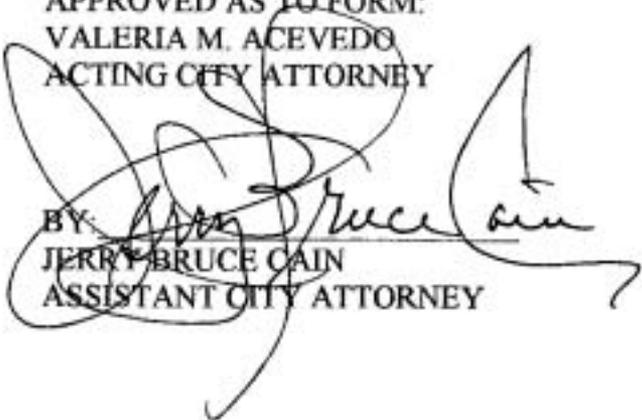
Section 1: The City Manager be hereby authorized to execute an assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2001-O-024 dated January 16, 2001, for a vehicular parking lot located at 5003 Maher Avenue at the Laredo International Airport to Aero Center, Inc., and amending Section 1.02, TERM, by adding an early termination clause that effectively terminates the lease agreement without notice from Lessor effective on the date that Aero Center's sublease of Hangar No. 162 terminates a copy of which assignment of leasehold is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF WEBB §

LESSOR'S CONSENT OF ASSIGNMENT

The City of Laredo is the Lessor under that certain Lease dated April 7, 2003, and authorized by Ordinance No. 2003-O-091 between the City of Laredo, as Lessor (hereinafter referred to as "Lessor") and Labata Services, Inc., as Lessee (hereinafter referred to as "Assignor").

Lessor hereby approves and consents to the assignment of the Lease of Hangar No. 1309, attached as Exhibit "1", from Labata Services, Inc., Assignor, to Aero Center, Inc. (hereinafter referred to as "Assignee").

Executed on this _____ day of _____, 2006.

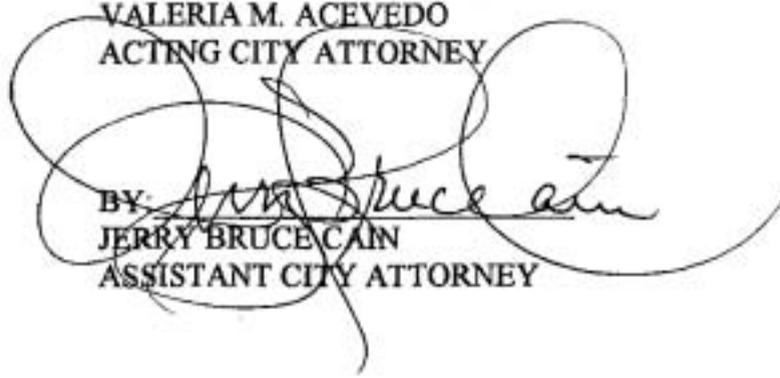
CITY OF LAREDO
a municipal corporation

By: _____
CYNTHIA COLLAZO
ACTING CITY MANAGER

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

BY: 
JERRY BRUCE CAIN
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12-4-06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-321 Authorizing the City Manager to execute an assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2003-O-091 dated April 7, 2003, for approximately 12,000 square feet constituting the west section of Hangar No. 1309 located at the Laredo International Airport to Aero Center, Inc.; providing for an effective date.	
INITIATED BY: Rafael Garcia, Jr. Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Director
PREVIOUS COUNCIL ACTION: On November 20, 2006, Ordinance was introduced by City Council, and Staff was instructed to proceed.		
BACKGROUND: Labata Services, Inc., wishes to assign its leasehold interest of Hangar No. 1309 consisting of approximately 29,965 square feet of land which includes the approximate 12,000 square feet constituting the west section of Hangar No. 1309. The initial lease term was for ten (10) years commencing on March 1, 1993, and ending on February 29, 2003. Lessee exercised its option to extend this lease for an additional eight years and two months ending on April 30, 2011. Current monthly rent is \$3,280.76.		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: On October 30, 2006, the Airport Advisory Committee considered this item and recommends approval.		STAFF RECOMMENDATION: That the City Manager That the City Manager execute a Lease Assignment from Labata Services, Inc., to Aero Center, Inc.

ORDINANCE NO. 2006-O-321

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT OF LEASEHOLD INTEREST FROM LABATA SERVICES, INC., APPROVED BY ORDINANCE NO. 2003-O-091 DATED APRIL 7, 2003, FOR APPROXIMATELY 12,000 SQUARE FEET CONSTITUTING THE WEST SECTION OF HANGAR NO. 1309 LOCATED AT THE LAREDO INTERNATIONAL AIRPORT TO AERO CENTER, INC., PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2003-O-091 dated April 7, 2003, for approximately 12,000 square feet constituting the west section of Hangar No. 1309 located at the Laredo International Airport to Aero Center, Inc., as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute an assignment of leasehold interest from Labata Services, Inc., approved by Ordinance No. 2003-O-091 dated April 7, 2003, for approximately 12,000 square feet constituting the west section of Hangar No. 1309 located at the Laredo International Airport to Aero Center, Inc., a copy of which assignment of leasehold is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

COUNCIL COMMUNICATION

DATE: 12-04-06	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-322 AMENDING ORDINANCE 2006-0-205 DATED AUGUST 28, 2006 WHICH PROVIDED FOR THE SUBMISSION OF 81 PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF LAREDO TO THE VOTERS ON TUESDAY, NOVEMBER 7, 2006, IN ORDER TO CORRECT A CLERICAL ERROR IN SETTING FORTH THE CHANGE PROPOSED FOR SECTION 10.01 (A) OF THE CHARTER, TO HARMONIZE IT WITH THE ANSWER TO THAT PROPOSED CHANGE WHICH THE VOTERS MADE ON RELATED PROPOSITION NO. 55 ON WHICH THEY VOTED FAVORABLY ON NOVEMBER 7, 2006.
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE: Valeria M. Acevedo Acting City Attorney
PREVIOUS ACTION: On November 13, 2006, Resolution No. 2006-R-109 canvassing the returns on the City Charter amendments election was passed. On November 20, 2006 this ordinance was introduced.	
BACKGROUND: During the discussion of the Resolution, it became apparent that there had been a clerical error in Ordinance No. 2006-O-205 dated August 28, 2006, relating to the proposed change to Section 10.01(A) of the Charter and the related Proposition No. 55. This amending ordinance corrects the prior clerical error to correct Section 10.01 (A) so that it is reconciled with Proposition No. 55.	
FINANCIAL: N/A	
RECOMMENDATION:	STAFF RECOMMENDATION:

ORDINANCE NO. 2006-O-322

AMENDING ORDINANCE 2006-0-205 DATED AUGUST 28, 2006 WHICH PROVIDED FOR THE SUBMISSION OF 81 PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF LAREDO TO THE VOTERS ON TUESDAY, NOVEMBER 7, 2006, IN ORDER TO CORRECT A CLERICAL ERROR IN SETTING FORTH THE CHANGE PROPOSED FOR SECTION 10.01 (A) OF THE CHARTER, TO HARMONIZE IT WITH THE ANSWER TO THAT PROPOSED CHANGE WHICH THE VOTERS MADE ON RELATED PROPOSITION NO. 55 ON WHICH THEY VOTED FAVORABLY ON NOVEMBER 7, 2006

WHEREAS, on August 28, 2006 the City Council passed Ordinance No. 2006-0-205 which set forth the proposed changes to be submitted to the voters on November 7, 2006;

WHEREAS, on November 7, 2006, the voters voted favorably on 80 of the 81 proposition submitted to them, and voted against only one proposition submitted to them;

WHEREAS, by Resolution No 2006-R-109 dated November 13, 2006 the City Council canvassed the election return of the special city election held on November 7, 2006; and

WHEREAS, during the discussion of Resolution No. 2006-R- 109, staff informed the Council that the language of the proposed change to Section 10.01(A) was incorrectly set forth but that the related Proposition No. 55 did set forth correctly the change which the City Council intended to submit to the voters;

WHEREAS, this amendment is designed to correct the clerical error contained in Ordinance No. 2006-0-205, in order to correctly set forth the change which City Council intended to submit to the voters and which, was in fact submitted to the voters.

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

PART 1. The proposed amendment to be submitted to the voters relation to Section 10.01(A) of the Charter, was intended to be, and is as follows:

Section 10.01. City Elections

(A) Regular Elections

The regular City election shall be held on the first Saturday of May every even numbered year ~~or as required by the current Texas Election Code~~; provided, however, that the regular city election may be changed to a date determined by ordinance in compliance with the Texas Election Code and Texas Constitution

and not the following language as was erroneously set forth in Ordinance 2006-0-205:

Section 10.01 City Elections

(A) Regular Elections

The regular City election shall be held on the first Saturday of May every even numbered year ~~or as required by the current Texas Election Code~~; unless or until this date be changed if, under the then authority of the Texas Election Code an alternative regular election date is first submitted to, and approved by, the voters, under Section 12.08 of this Charter

PART 2. The amendment intended to be, and which was submitted to the voters, in relation to Section 10.01(A), and the vote thereon, was as follows:

PROPOSITION NO. 55

10,932 Votes: YES

2,172 Votes: NO

Shall Section 10.01(A) of the Charter be amended to provide that the regular city election shall be held on a date to be determined by Ordinance in compliance with the Texas Election Code and Texas Constitution?

PART 3: The clerical error is hereby corrected as shown in Part 1, above, in order to reconcile and ratify its conformity to the proposition submitted to the voters.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST

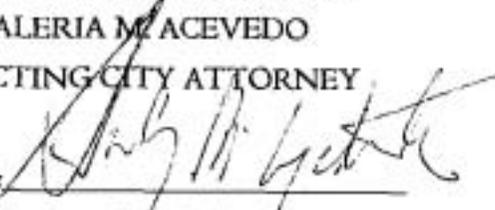
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

VALERIA M. ACEVEDO

ACTING CITY ATTORNEY

By:


Anthony C. McGetzick

Assistant City Attorney

Council Communication

DATE: 12-04-06	SUBJECT: RESOLUTION 2006-R-111 Authorizing the City Manager to execute an Interlocal Agreement between the County of Zapata for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of thirty (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007	
INITIATED BY: Horacio De Leon Assistant City Manager		STAFF SOURCE: Oscar J. Medina Director of Solid Waste Dept.
PREVIOUS COUNCIL ACTION: On 03/29/04, Council approved an interlocal agreement with Zapata County for the collection of Landfill Fees for Disposal of Garbage at the City's landfill site at a rate of \$30.00 per ton. On 11/20/06, Council approved to add interlocal agreements to stipulate a fee of \$30.00 per ton. Amending Chapter 14, Garbage, Trash and Refuse Article 11, rates for garbage and refuse collection and landfill operations.		
ACTION PROPOSED: That Council accept the Interlocal Agreement for the disposal of garbage at the City's landfill site by the County of Zapata		
BACKGROUND: On February 25, 2004 the County of Zapata approached the City of Laredo and informed them that they were in dire need of landfill services for their City's garbage collection system and that they would like to use the services of our landfill. The landfill that they are using has reached the permit limit. They have applied for a vertical expansion which is pending TCEQ approval. They informed the City that they were willing to pay \$30.00 per ton. The term of this contract is for ten months commencing from March 1, 2006 through December 31, 2006. On December 31, 2006 the existing agreement will expire. The term of this contract is for twelve (12) months period Commencing from January 1, 2007 through December 31, 2007. Solid Waste Department is proposing to have all Interlocal agreements expire at the same time to avoid confusion as to their expiration.		
FINANCIAL IMPACT: Acct. No. 556-0000-334-3020 – Landfill Collection Zapata County has temporarily opened their landfill and the estimated expected revenues should be \$5,000.00 to \$ 10,000.00		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION: Approval

RESOLUTION 2006-R-111

Authorizing the City Manager to execute an Interlocal agreement between the County of Zapata for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of thirty (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007

WHEREAS, the City of Laredo ("Laredo"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and

WHEREAS, the County of Zapata, is a subdivision of the State of Texas, with its principal place of business located at 605 N. Hwy. 83, Zapata, Texas; and

WHEREAS, the County of Zapata seeks landfill services in order to operate and manage their own refuse collection system; and

WHEREAS, the City of Laredo currently owns and operates a landfill which provides service to residents located within the corporate boundaries of the city and to commercial establishments located within the corporate boundaries of the city; and

WHEREAS the City of Laredo and the County of Zapata agree that the proper disposal of refuse affects the health, safety, and welfare of all city and county residents; and

WHEREAS, City of Laredo and County of Zapata agree that compliance with State and Federal standards for refuse disposal is necessary to assure the integrity of the city's water supply system and to protect the health, safety, and welfare of the citizens; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, this agreement provides for terms and conditions applicable to the City of Laredo Landfill only, which terms and conditions do not conflict with the provisions of existing interlocal agreements between the parties;

NOW, THEREFORE, BE IT RESOLVED, That the City of Laredo City Council does hereby approve the above subject document, hereby attached as Exhibit "A."

APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2006

Raul G. Salinas
Mayor

Attest:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Valeria M. Acevedo
Acting City Attorney

By: _____
Ernesto A. Garcia
Assistant City Attorney

COUNTY OF WEBB
STATE OF TEXAS

§
§

INTERLOCAL GOVERNMENT AGREEMENT

**BETWEEN COUNTY OF ZAPATA AND THE CITY OF LAREDO
REGARDING DISPOSAL OF GARBAGE AND LANDFILL FEES**

WHEREAS, the City of Laredo ("Laredo"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and

WHEREAS, the County of Zapata is a County of the State of Texas, with its principal place of business located at 605 N. Hwy. 83, Zapata, Texas; and

WHEREAS, the County of Zapata seeks landfill services in order to operate and manage their own refuse collection system; and

WHEREAS, the City of Laredo currently owns and operates a landfill which provides service to residents located within the corporate boundaries of the city and to commercial establishments located within the corporate boundaries of the city; and

WHEREAS the City of Laredo and the County of Zapata agree that the proper disposal of refuse affects the health, safety, and welfare of all city and county residents; and

WHEREAS, the City of Laredo and the County of Zapata agree that compliance with State and Federal standards for refuse disposal is necessary to assure the integrity of the city's water supply system and to protect the health, safety, and welfare of the citizens; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, this agreement provides for terms and conditions applicable to the City of Laredo Landfill only, which terms and conditions do not conflict with the provisions of existing interlocal agreements between the parties;

NOW THEREFORE the City of Laredo and the County of Zapata agree as follows:

Section 1. Operation and Maintenance. The City of Laredo shall be responsible for operating and maintaining the landfill within the service area, all improvements will be constructed by the City in compliance with federal, state and local laws rules and regulations in conformance with the requirements of this agreement.

Section 2. The term of this contract is for twelve (12) month period commencing from January 31, 2007 through December 31, 2007.

Section 3. In consideration of the City of Laredo for allowing the County of Zapata to dispose of its refuse collection in Laredo's Landfill, during the term specified in Section 2, the County of Zapata will pay the City of Laredo the sum of \$30.00 per ton.

Section 4. If for any reason during the term of this agreement, the scope of services increase or decrease because of the dis-incorporation or incorporation, annexation or de-annexation of any municipality or area, the cost of providing services under this contract may be renegotiated or canceled by either the City of Laredo and/or the County of Zapata by giving notice to the other party not less than One-Hundred and Twenty (120) days prior to the end of the fiscal year, during the entire term of this Interlocal Agreement, of such proposed action in accordance with the notice provisions set forth herein in Section 9.

Section 5. It is understood and agreed by the parties that the fees payable to the City of Laredo are for the disposal of Garbage, Trash, and Refuse as allowed by City, State, and Federal Law only. This does not provide for the disposal of hazardous materials and other prohibited items as may be determined by the Solid Waste Director.

Section 6. It is further understood and agreed by the parties that this agreement is for the disposal of garbage, trash, and refuse from the County of Zapata only and not from any other area no matter who collects it.

Section 7. The City of Laredo will invoice the County of Zapata on a monthly basis and the County of Zapata will pay each and every invoice within thirty (30) days from current revenues available to the County of Zapata. The County of Zapata also agrees to stay current on all other debts owed the City of Laredo.

Section 8. Should the County of Zapata not stay current on its payments to the City of Laredo, then the City of Laredo will not allow any further dumping in the landfill until all debts are up to date.

Section 9: Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addresses as follows:

To the City of Laredo:
ATTN: Cynthia Collazo, Acting City Manager
City Hall
1110 Houston
Laredo, Texas 78040
c.c. City Attorney

To the County of Zapata:
David Morales, County Judge
605 N. Hwy. 83,
Zapata, Texas 78076

Section 10: In the unlikely event of a dispute, venue shall be in Webb County, Texas.

This contract was approved by the City Council of the City of Laredo, on the _____ day of _____, 2006, and by the County of Zapata, on the _____ day of _____, 2006.

Signed on this the _____ day of _____, 2006.

City of Laredo, a Texas Municipal Corporation

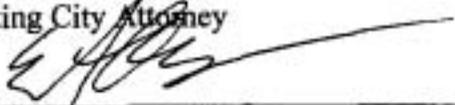
Cynthia Collazo
Acting City Manager

ATTEST:

By: _____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Valerie M. Acevedo
Acting City Attorney

By: 
Ernesto A. Garcia
Assistant City Attorney

County of Zapata, a Texas County

BY: _____
David Morales,
County Judge

APPROVED AS TO FORM:

Zapata County Attorney

Council Communication

DATE: 12-04-06	SUBJECT: RESOLUTION 2006-R-112 Authorizing the City Manager to execute an Interlocal Agreement between the County of Jim Hogg for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007.	
INITIATED BY: Horacio De Leon Assistant City Manager		STAFF SOURCE: Oscar J. Medina Director of Solid Waste Dept.
PREVIOUS COUNCIL ACTION: On 09/02/97, Council instructed staff to add incorporated cities within Webb County to the introductory ordinance at a rate of \$30.00 per ton plus any Federal and/or State mandated fees. On 12/08/03, Council approved an interlocal agreement with Jim Hogg County for the collection of Landfill Fees for Disposal of Garbage at the City's landfill site at a rate of \$30.00 per ton. On 11/20/06, Council approved to add interlocal agreements to stipulate a fee of \$30.00 per ton. Amending Chapter 14, Garbage, Trash and Refuse Article 11, rates for garbage and refuse collection and landfill operations.		
ACTION PROPOSED: That Council accept the Interlocal Agreement for the disposal of garbage at the City's landfill site by the County of Jim Hogg		
BACKGROUND: On December 1, 2003 the County of Jim Hogg approached the City of Laredo and informed them that they were in dire need of landfill services for their County garbage collection system and that they would like to use the services of our landfill. They informed the city that they were willing to pay \$30.00 per ton. The term of this contract is for one (1) year commencing from December 8, 2005 through December 31, 2006. The existing agreement has expires on December 31, 2006. The term of this contract is for twelve (12) month period commencing from January 1, 2007 to December 31, 2007. Solid Waste Department proposes to have all Interlocal agreements expire at the same time to avoid any confusion as to their expiration.		
FINANCIAL IMPACT: Acct. No. 556-0000-334-3020 – Landfill Collection This item would increase landfill revenues by approximately \$100,000.		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION: Approval

RESOLUTION 2006-R-112

Authorizing the City Manager to execute an Interlocal Agreement between the County Jim Hogg for the daily disposal of garbage at the City of Laredo's landfill site at a reduced rate of (\$30.00) dollars per ton for a twelve (12) month term, effective January 1, 2007

WHEREAS, the City of Laredo ("Laredo"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and

WHEREAS, the County of Jim Hogg , is a subdivision of the State of Texas, with its principal place of business located at 102 Tilley, Hebbbronville, Texas; and

WHEREAS, the County of Jim Hogg seeks landfill services in order to operate and manage their own refuse collection system; and

WHEREAS, the City of Laredo currently owns and operates a landfill which provides service to residents located within the corporate boundaries of the city and to commercial establishments located within the corporate boundaries of the city; and

WHEREAS the City of Laredo and the County of Jim Hogg agree that the proper disposal of refuse affects the health, safety, and welfare of all city and county residents; and

WHEREAS, City of Laredo and County of Jim Hogg agree that compliance with State and Federal standards for refuse disposal is necessary to assure the integrity of the city's water supply system and to protect the health, safety, and welfare of the citizens; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, this agreement provides for terms and conditions applicable to the City of Laredo Landfill only, which terms and conditions do not conflict with the provisions of existing interlocal agreements between the parties;

NOW, THEREFORE, BE IT RESOLVED, That the City of Laredo City Council does hereby approve the above subject document, hereby attached as Exhibit "A."

APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2006

Raul G. Salinas
Mayor

Attest:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Valeria M. Acevedo,
Acting City Attorney

By: _____
Ernesto A. Garcia
Assistant City Attorney

**COUNTY OF WEBB
STATE OF TEXAS**

**§
§**

INTERLOCAL GOVERNMENT AGREEMENT

**BETWEEN COUNTY OF JIM HOGG AND THE CITY OF LAREDO
REGARDING DISPOSAL OF GARBAGE AND LANDFILL FEES**

WHEREAS, the City of Laredo ("Laredo"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and

WHEREAS, the County of Jim Hogg is a County of the State of Texas, with its principal place of business located at 102 E. Tilley , Hebbbronville, Texas; and

WHEREAS, the County of Jim Hogg seeks landfill services in order to operate and manage their own refuse collection system; and

WHEREAS, the City of Laredo currently owns and operates a landfill which provides service to residents located within the corporate boundaries of the city and to commercial establishments located within the corporate boundaries of the city; and

WHEREAS the City of Laredo and the County of Jim Hogg agree that the proper disposal of refuse affects the health, safety, and welfare of all city and county residents; and

WHEREAS, the City of Laredo and the County of Jim Hogg agree that compliance with State and Federal standards for refuse disposal is necessary to assure the integrity of the city's water supply system and to protect the health, safety, and welfare of the citizens; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, this agreement provides for terms and conditions applicable to the City of Laredo Landfill only, which terms and conditions do not conflict with the provisions of existing interlocal agreements between the parties;

NOW THEREFORE the City of Laredo and the County of Jim Hogg agree as follows:

Section 1. Operation and Maintenance. The City of Laredo shall be responsible for operating and maintaining the landfill within the service area, all improvements will be constructed by the City in compliance with federal, state and local laws rules and regulations in conformance with the requirements of this agreement.

Section 2. The term of this contract is for twelve (12) month period commencing from January 1, 2007 through December 31, 2007.

Section 3. In consideration of the City of Laredo for allowing the County of Jim Hogg to dispose of its refuse collection in Laredo's Landfill, during the term specified in Section 2, the County of Jim Hogg will pay the City of Laredo the sum of \$30.00 per ton.

Section 4. If for any reason during the term of this agreement, the scope of services increase or decrease because of the dis-incorporation or incorporation, annexation or de-annexation of any municipality or area, the cost of providing services under this contract may be renegotiated or canceled by either the City of Laredo and/or the County of Jim Hogg by giving notice to the other party not less than One-Hundred and Twenty (120) days prior to the end of the fiscal year, during the entire term of this Interlocal Agreement, of such proposed action in accordance with the notice provisions set forth herein in Section 9.

Section 5. It is understood and agreed by the parties that the fees payable to the City of Laredo are for the disposal of Garbage, Trash, and Refuse as allowed by City, State, and Federal Law only. This does not provide for the disposal of hazardous materials and other prohibited items as may be determined by the Solid Waste Director.

Section 6. It is further understood and agreed by the parties that this agreement is for the disposal of garbage, trash, and refuse from the County of Jim Hogg only and not from any other area no matter who collects it.

Section 7. The City of Laredo will invoice the County of Jim Hogg on a monthly basis and the County of Jim Hogg will pay each and every invoice within thirty (30) days from current revenues available to the County of Jim Hogg. The County of Jim Hogg also agrees to stay current on all other debts owed the City of Laredo.

Section 8. Should the County of Jim Hogg not stay current on its payments to the City of Laredo, then the City of Laredo will not allow any further dumping in the landfill until all debts are up to date.

Section 9: Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addresses as follows:

To the City of Laredo:
ATTN: Cynthia Collazo, Acting City Manager
City Hall
1110 Houston
Laredo, Texas 78040
c.c. City Attorney

To the County of Jim Hogg:
Agapito "Cuate" Molina, County Judge
102 E. Tilley
Hebbronville, Texas 78361

Section 10: In the unlikely event of a dispute, venue shall be in Webb County, Texas.

This contract was approved by the City Council of the City of Laredo, on the _____ day of _____, 2006, and by the County of Jim Hogg, on the _____ day of _____, 2006.

Signed on this the _____ day of _____, 2006.

City of Laredo, a Texas Municipal Corporation

Cynthia Collazo
Acting City Manager

ATTEST:

By: _____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo
Acting City Attorney

By: _____
Ernesto A. Garcia
Assistant City Attorney

County of Jim Hogg, a Texas County

BY: _____
Agapito "Cuate" Molina
County Judge

APPROVED AS TO FORM:

Jim Hogg County Attorney

To the County of Jim Hogg:
Agapito "Cuate" Molina, County Judge
102 E. Tilley
Hebbronville, Texas 78361

Section 10: In the unlikely event of a dispute, venue shall be in Webb County, Texas.

This contract was approved by the City Council of the City of Laredo, on the _____ day of _____, 2006, and by the County of Jim Hogg, on the _____ day of _____, 2006.

Signed on this the _____ day of _____, 2006.

City of Laredo, a Texas Municipal Corporation

Cynthia Collazo
Acting City Manager

ATTEST:

By: _____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Valerie M. Acevedo
Acting City Attorney

By: 
Ernesto A. Garcia
Assistant City Attorney

County of Jim Hogg, a Texas County

BY: _____
Agapito "Cuate" Molina
County Judge

APPROVED AS TO FORM:

Jim Hogg County Attorney

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: RESOLUTION NO. 2006-R-113 Authorizing and approving a Tax Abatement Agreement between the City of Laredo and Laredo Specialty Hospital, L.P. in accordance with authorized guidelines and criteria and established reinvestment zone. This Agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of investment. The guidelines and criteria for the agreement are set forth in the attached agreement and attachments.
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE: Elizabeth Martinez Tax Assessor-Collector
PREVIOUS COUNCIL ACTION: Ordinance 2005-O-283 was adopted on March 7, 2005 and establishes guidelines and criteria governing tax abatements by the City of Laredo; providing for severability and providing for an effective date. The objective is to create jobs for the citizens of the City, build the tax base of the City, and provide an attractive inducement to companies to build capital intensive projects in the City.	
BACKGROUND: <p>The Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code granted authority to taxing jurisdictions to develop tax abatement and reinvestment districts to encourage development, redevelopment, and economic growth by abating taxes for a specific period of time and specific conditions. The City Council created the Laredo Abatement Reinvestment Zone on December 20, 2004 through Ordinance 2004-O-339.</p> <p>Application for tax abatement has been received from Laredo Specialty Hospital, L.P. The company represents the following:</p> <ul style="list-style-type: none">• Building Improvements \$13,000,000• Personal Property \$ 4,000,000• Create 200 new full- time, permanent jobs within one year of completion of improvements.	
FINANCIAL IMPACT: The tax abated will depend on the value, tax rate, and the level of the abatement each year. The taxes will be recaptured if the company does not fulfill the agreement.	
COMMITTEE RECOMMENDATION: Not Applicable	STAFF RECOMMENDATION: Approval of this Resolution

RESOLUTION NO. 2006-R-113

AUTHORIZING AND APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND LAREDO SPECIALTY HOSPITAL, L.P. IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA AND ESTABLISHED REINVESTMENT ZONE. THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND THE CREATION OF JOBS. THE AMOUNT OF TAXES ABATED DEPENDS ON THE NUMBER OF JOBS CREATED AND THE AMOUNT OF THE INVESTMENT. THE GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND ATTACHMENTS.

WHEREAS, this agreement is authorized under the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended; and

WHEREAS, City Council Ordinance No. 2005-O-283 dated the 7th day of March, 2005, established and set forth the City of Laredo Guidelines and Criteria for Tax Abatement (hereinafter referred to as "Guidelines and Criteria"); and

WHEREAS, City Council Ordinance No. 2004-O-339 dated the 20th day of December, 2004 created the Laredo Abatement Reinvestment Zones; and

WHEREAS, the City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement and the property subject to it meet "Guidelines and Criteria" as adopted by the City Council and further finds that there will be (a) no substantial long-term adverse affect on the provision of CITY service or tax base; and (b) the planned use of the property will not constitute a hazard to public safety, health or morals.

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

Section 1. It hereby authorizes and approves a tax abatement between the City of Laredo and Laredo Specialty Hospital, L.P. in accordance with authorized guidelines and established reinvestment zones. This agreement will be for a Five (5) year period to abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of the investment. The guidelines and criteria for the agreement are set forth herein in the attached agreement and attachments.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF DECEMBER 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO

BY



ERNESTO A. GARCIA
ASSISTANT CITY ATTORNEY

CITY OF LAREDO
TAX ABATEMENT AGREEMENT

1. **PARTIES**

THIS AGREEMENT (the "Agreement") is entered into on this the _____, by and between **Laredo Specialty Hospital, L.P.**, (hereinafter referred to as "OWNER"), the owner of taxable real property located at **2005 Bustamante St.**, which is legally described as **3.91 Acres out of Block 20 Subdivision Plat of Laredo Airport, City of Laredo, Webb County, Texas**, described and recorded according to plat records in **Volume 5, Page 1** Plat Records of Webb County, Texas more specifically described in **Exhibit "A"** attached hereto, and the **CITY OF LAREDO**, a political subdivision of the State of Texas, (hereinafter referred to as "CITY").

2. **AUTHORIZATION AND FINDINGS**

- a. This Agreement is entered into pursuant to:
1. Texas Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, as amended;
 2. City Ordinance No. 2005-0-283 dated the 07th day of November, 2005, the City of Laredo Guidelines and Criteria for Tax Abatements, (hereinafter referred to as the "Guidelines and Criteria"); and
 3. City Ordinance No. 2004-O-339 dated the 20th day of December, 2004 which created the Laredo Tax Abatement Reinvestment Zone; and
 4. City Council Resolution No. _____, which specifically approved this Agreement and authorized execution hereof.
- b. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement and the property subject to it meet the "Guidelines and Criteria" as adopted by the City Council and further finds that there will be (a) no substantial long-term adverse affect on the provision of CITY service or tax base; and (b) the planned use of the property will not constitute a hazard to public safety, health or morals.

3. **PROPERTY**

- a. The street address of the taxable real property to be improved under this agreement is **2005 Bustamante St., Webb County, Texas, 78041**. The legal description is more specifically described in **Exhibit "A"** attached hereto hereinafter referred to as the "Property") in the City of Laredo, Webb County, Texas.
- b. The tax account number of the real property is **926-10020-020**.

- c. The tax account number(s) for the new personal property will be furnished by the Webb County Appraisal District to the City with the establishment of such account(s), upon inspection and appraisal.

4. OWNER'S REPRESENTATIONS

- a. OWNER, represents that it is the owner in fee simple of the Property described in **Exhibit "A"**. The Property is located within the Laredo Tax Abatement Reinvestment Zone pursuant to the Texas Property Redevelopment and Tax Abatement Act, V.T.C.A. Tax Code, Chapter 312, as amended, and encompasses the City of Laredo and Webb County, approximately **3.91** acres of land.
- b. OWNER represents that the use of the Property and Improvements (defined in Section 5(a) below) will be as follows: **Hospital**.
- c. OWNER represents that the improvements to the property will be as follows:
- | | |
|--------------------------------------|--|
| <u>Undeveloped Land Cost</u> | Two Million Dollars (\$2,000,000) |
| <u>Developed Land Cost</u> | Two Million Five Hundred Thousand Dollars (\$2,500,000) |
| <u>Improvement Construction Cost</u> | Thirteen Million Dollars (\$13,000,000) |
| <u>Personal Property</u> | Four Million Dollars (\$4,000,000) |
- d. OWNER represents that commencement of construction began on or about **August 2005** to be completed no later than **May 2006**.
- e. OWNER represents that the cost of Real Property (Land and Improvements) shall be no less than **Fifteen Million Five Hundred Thousand Dollars, (\$15,500,000)**. OWNER represents that no less than **Four Million, (\$4,000,000)** in Personal Property will be invested. OWNER further represents that in no event will the aggregate cost of land, improvements, and personal property fall below **Nineteen Million Five Hundred Thousand Dollars, (\$19,500,000)**. A listing of investment costs is more specifically described in **Exhibit "B"** attached hereto.
- f. OWNER represents that no interest in any property covered by this Agreement is presently held or leased by, and that it shall not sell or lease any interest in the property, to a member of the Laredo City Council, Planning and Zoning Commission, or other City officer as long as this Agreement is in effect.
- g. OWNER represents that currently there is no litigation pending against OWNER for any violations under the Occupational Safety and Health Act. OWNER further represents that he/she is in compliance and will remain in compliance with all building codes and zoning regulations.
- h. OWNER represents that Two Hundred (200) new permanent full-time jobs will be

created and sustained within one (1) year after completion of improvements (real and personal property) to the **hospital facility**.

- i. OWNER represents all permanent full-time employees will be entitled to a health plan which is accessible to the employees' dependents.
- j. OWNER represents that it shall pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement.

5. TERMS OF THE AGREEMENT

- a. This Agreement is conditioned on OWNER meeting Guidelines & Criteria Governing Tax Abatements By The City of Laredo, attached as **Exhibit "C"**.
- b. This Agreement is conditioned on OWNER completing construction of the following improvements to the Property:

Undeveloped Land Cost **Two Million Dollars (\$2,000,000)**

Developed Land Cost **Two Million Five Hundred Thousand Dollars (\$2,500,000)**

Improvement Construction Cost **Thirteen Million Dollars (\$13,000,000)**

Personal Property **Four Million Dollars (\$4,000,000)**

- c. OWNER covenants and agrees that all improvements constructed in the Reinvestment Zone shall comply with all applicable federal, state and local laws, including but not limited to Texas Commission on Environmental Quality Rules and Regulations, Webb County laws, and all applicable City of Laredo codes and ordinances, including, but not limited to, zoning, flood, subdivision, building, engineering, environmental, electrical, plumbing, fire and safety codes and regulations, as amended.
- d. OWNER agrees to comply with all applicable federal and state laws governing the employment relationship between employers and employees.
- e. OWNER shall use the Property and Improvements, during the Tax Abatement Period, (defined in Section 6(e) below), for the proposed use as specified in Section 4(b) of this agreement. OWNER will not use the Property for any other purpose without first obtaining City Council approval.
- f. OWNER shall maintain the Improvements in good repair and condition during the Tax Abatement Period.
- g. During the Term of this Agreement, OWNER shall allow designated representatives of the City of Laredo access to the Property during normal business hours and, upon notice to OWNER, to inspect the Improvements to determine if the terms and conditions of this Agreement are being met and for the purpose of assuring compliance with applicable

City Codes and Ordinances, as long as such CITY representatives are accompanied by an OWNER'S representative and as long as such inspections are conducted in such a manner as to: (a) not unreasonably interfere with the construction and/or operation of the Improvements; and (b) comply with OWNER'S reasonable security requirements.

- h. During the Term of this Agreement, OWNER agrees to furnish the Chief Appraiser of Webb County Appraisal District with information outlined in Chapter 22, V.T.C.A. Tax Code, as amended, as may be necessary for the tax abatement and for appraisal purposes. An annual application must be filed with the appraisal district and a copy must be filed with the City Tax Assessor/Collector before March 1st of each year.
- i. OWNER, at its sole cost and expense, will provide the CITY with a statement, and upon completion of improvements, with a certified statement, conducted by an independent firm which will detail all expenses and improvements on Real and Personal Property.
- j. OWNER must furnish to the City Tax Assessor Collector a system generated report with employee payroll information, for this location which reflect year-to-date hours worked and wages paid and hourly rate as of the date of report, for period ending June 30th and December 31st of each year after the tax abatement period begins. The City Tax Assessor/Collector or designated person may at his/her discretion review other payrolls for the year and OWNER'S records must be open to the City Tax Assessor/Collector or designated person for review at all times during the term of this Agreement and for a period of three (3) years after the expiration of this Agreement.
- k. During the Term of this Agreement, the cost of the improvements, together with Personal Property, shall be no less than **Nineteen Million Five Hundred Thousand Dollars, (\$19,500,000)**.
- l. OWNER will create **Two Hundred (200)** new full-time, permanent jobs within one (1) year of completion of improvements.
- m. Owner shall pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.
- n. Owner shall provide all employees with health benefits.
- o. OWNER is encouraged to participate in the Job Training Partnership Act or Texas Smart Jobs Fund Program or like programs.
- p. OWNER agrees to make a good faith effort to work with the Texas Workforce Commission, and other employment entities to employ at least **twenty-five percent (25%)** of new permanent full-time jobs created with individuals who are economically disadvantaged.

6. **TAX ABATEMENT**

- a. A Tax Abatement shall be granted to the OWNER of the Property described in **Exhibit "A"**, in each year of Tax Abatement Period as described below.
- b. Upon the condition that OWNER meets all conditions set out in this Agreement the period and percentage which shall be exempt from ad valorem taxation shall be as follows:

THE BASIC FORMULA:

New Permanent Full time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	\$1.0 million up to \$2.5 million	25%	5 years
101 to 150 jobs	over \$2.5 million up to \$5.0 million	50%	5 years
151 to 200 jobs	over \$5.0 million up to \$10.0 million	75%	5 years
Over 200 jobs	Over \$10.0 million	100%	5 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over \$10.0 million	100%	Year 1
		80%	Year 2
		60%	Year 3
		40%	Year 4
		20%	Year 5

If OWNER fails to meet the minimum criteria stated above regarding either number or new permanent full time jobs or required added value, then no tax abatement will be considered.

If OWNER fails to create the number of jobs represented in 4(h) above, but still falls within the minimum criteria, then the applicable lower rate of tax exemption will be granted for that year upon certification by the City of the exemption rate.

However, if OWNER meets the criteria for a higher rate of tax exemption, the higher rate will be granted for that year upon certification by the City of the exemption rate.

- c. Added Value is the increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.
- d. Base Year Value is the assessed value of eligible property as of the January 1 preceding the execution of this Agreement. **For this agreement, the base year value is the value certified for Tax Year 2006.**

- e. All valuations used shall be valuations as provided by the Chief Appraiser of Webb County Appraisal District.
- f. The OWNER shall file a rendition with the Chief Appraiser of Webb County Appraisal District in accordance with the Texas Property Tax Code and a copy shall be delivered to the City Tax Assessor Collector.
- g. OWNER understands and agrees that the tax abatement value for replacing machinery and equipment shall be the market value of the new unit(s) less the market value of the old units(s).
- h. The Tax Abatement Period (the "Term") according to the Guidelines and Criteria shall be for 5 (five) years upon receipt of a certificate of occupancy from the City Building Official.
- i. OWNER shall pay to the CITY ad valorem taxes assessed by the CITY on the Property and Improvements in each year prior to the beginning of the Tax Abatement Period.
- j. OWNER understands and agrees that the Base Year value and the tax levy based on said base year value shall not decrease but may increase and that the otherwise taxable value attributable to the land and existing improvements in each year during the term of this Agreement shall not be less than the taxable value of **Fifteen Million Five Hundred Thousand Dollars, (\$15,500,000)** representing the amount of value attributable to the land and existing improvements. OWNER shall have the right to protest and/or contest appraisals of the land, the improvements and/or Personal Property thereon, over and above the required investments.

7. DEFAULT/RECAPTURE

- a. The taxing entities affected by this Agreement include the City of Laredo and Webb County. All remedies given to the CITY in this section shall likewise be available to Webb County and any other taxing entity whose taxes have been abated, except that termination of this Agreement may only be accomplished by the CITY.
- b. In the event that the Improvements are completed and OWNER begins conducting business, but subsequently ceases conducting business at the site for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of six (6) months during the Tax Abatement Period, then the Agreement shall terminate and so shall the abatement of the taxes for the applicable calendar year during which the Improvements are no longer used for the purposes stated herein. The taxes otherwise abated for that calendar year shall be paid to the City of Laredo within thirty (30) days from the date of notice from the City of Laredo.
- c. During the Tax Abatement Period covered by this Agreement, the CITY may declare a default by OWNER hereunder if OWNER refuses or neglects to comply with any of the terms of this Agreement or if any representation made by OWNER in this Agreement is false or misleading in any material respect. Should the CITY determine that OWNER is in default according to the terms and conditions of this Agreement, the CITY shall notify OWNER in writing at the address stated in Section 8 of this Agreement, and if such is

not cured with thirty (30) days from the date of such notice (Cure Period), then the Agreement may be terminated. However, in the case of default for causes beyond OWNER'S reasonable control, which cannot with due diligence be cured within such thirty (30) day period, the Cure Period shall be deemed extended if OWNER shall (1) immediately upon receipt of such notice advise the CITY of the reasons the default is beyond OWNER'S control and state OWNER'S intention to institute all steps necessary to cure such default; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same. If the contract is terminated, taxes will be due for the tax years thereafter and all taxes previously abated by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination with compliance with the provisions of the Texas Property Tax Code.

- d. In the event that OWNER allows its ad valorem taxes due on the Base Year value of the Property and Improvements to become delinquent and fails to timely and properly follow the legal procedures for their protest and fails to pay taxes on the value of property not in contest, then this Agreement may be terminated pursuant to paragraph 7(c). Taxes will then be due for the tax year during which the termination occurred and shall accrue without abatement for all tax years thereafter and all taxes by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination in compliance with the applicable provisions of the Texas Property Tax Code.
- e. In the event the Property, the Improvements and/or Personal Property are taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation, then this Agreement shall terminate (only as to the Property and the Improvements affected by the taking), for the calendar year during which the taking occurs and there shall be no recapture of taxes.
- f. The recovery and/or recapture of taxes as provided herein shall be the sole remedy of the CITY in the event of a default hereunder by OWNER, and such recovery and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which OWNER may be entitled. The recovery and/or recapture of taxes provided in this Section 7 is not applicable to situations involving minor changes to the description of the Property or changes in management or operation of the Property as long OWNER continues business as stated in Section 4(b).
- g. If any representation or warranty made by OWNER in this Agreement or the Application for Tax Abatement is false or misleading in any material respect, the City of Laredo may declare a default and legal action may be taken.

8. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall

be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. **All notices must be filed with the City Tax Assessor/Collector.**

To the OWNER: Laredo Specialty Hospital, L.P.
 Kristi L. Yarrow, V.P. Controller
 7770 Jefferson NE Suite 320
 Albuquerque, NM 87109

To the CITY: Tax Assessor/Collector
 1110 Houston St.
 P. O. Box 6548
 Laredo, Texas 78042-6548

Either party may designate a different address by giving the other party ten (10) days written notice.

9. CONDITION

This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

10. ASSIGNMENT

If OWNER sells, assigns or exchanges the property, the tax abatement agreement shall cease and property shall be subject to recapture of any real and or personal taxes abated by this Agreement in accordance with the provisions of the Texas Property Tax Code. However, City Council at their discretion may consider extending the Agreement to the new owner through a new application process. A written request must be made by the new owner to the City Tax Assessor/Collector.

11. GENERAL PROVISIONS

- a. "Eligible Property" shall not be located in an improvement project financed by tax increment bonds.
- b. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY. No bonds for which the CITY is liable have been used to finance this project.
- c. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. OWNER acknowledges that City Council approval is required for any of these actions.

12. SEVERABILITY

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said

invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

13. **ESTOPPEL CERTIFICATE**

Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose.

14. **OWNER STANDING**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

15. **APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas and is performable in Webb County, Texas.

Laredo Specialty Hospital, LP

City of Laredo
A municipal corporation

By: _____
Kristi L. Yarrow
V.P. Controller

By: _____
Cynthia Collazo
Acting City Manager

ATTEST:

ATTEST:

Name:
Title

Gustavo Guevara
City Secretary

Approved as to form:
Valeria Acevedo
Acting City Attorney

By: _____
Ernesto A. Garcia
Assistant City Attorney

**Metes and Bound Description
3.91 Acres out Block 20
Subdivision Plat of Laredo Airport**

A tract of land containing 3.91 acres, more or less, out Block 20, Subdivision Plat of Laredo Airport, as recorded in Volume 5, Page 1 of the Webb County Plat Records, in the City of Laredo, Webb County, Texas. Said tract being more particularly describe by metes and bound as follows:

BEGINNING at a found 1/2 inch iron rod on the east right-of way line of N. Bartlett Avenue (75 foot wide right-of-way) and the south right of way line of Bustamante Street (right-of-way width varies) as recorded in Volume 560, Pages 692-710 of the Webb County Real Property Records;

THENCE, along the along the north line of Bustamante Street the following calls:

- N 46°56'02" E a distance of 155.40 feet to a found 1/2 inch iron rod, a deflection right;
- S 87°15'07" E a distance of 73.02 feet to a found 1/2 inch iron rod, a point of curve right;
- along the arc of the curve (concave south) a distance of 222.46 feet, said curve having a radius of 415.00 feet, a delta of 30°42'50" with a chord and chord bearing of 219.81 feet and N 71°53'42" W to a set 1/2 inch iron rod, on the west line of Daughtery Avenue (60 foot wide right-of-way) the northeast corner of the herein described tract;

THENCE, S 03°01'38" W along the west line of Daughtery Avenue (60 foot wide right-of-way) a distance of 182.41 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 24°18'34" W along the corner clip with Maher Avenue (60 foot wide right-of-way) a distance of 27.95 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 45°35'31" E along the north line of Maher Avenue a distance of 472.49 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 87°36'49" E along the corner clip with said Bustamante Street a distance of 57.49 feet to a set 1/2 inch iron rod on the east right-of-way line of Bustamante Street, a deflection right;

THENCE, N 02°23'14" E along east line of N. Bartlett Avenue a distance of 502.06 feet to close and return to the POINT OF BEGINNING of this 3.91 acre tract.

➤ Basis of Bearings: Subdivision Plat of Laredo Airport, as recorded in Volume 5, Page 1 of the Webb County Plat Records.

I, Enrique A. Mejia III, a Registered Professional Land Surveyor in the State of Texas do state that this metes and bounds description and accompanying sketch was prepared from an actual survey made of the property on the ground under my supervision.

Enrique A. Mejia III 8-21-03
Enrique A. Mejia III Date
Registered Professional Land Surveyor #5653

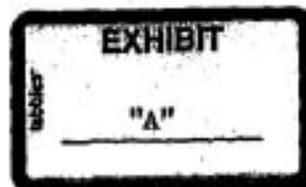


EXHIBIT "B"

1. The following restrictive covenants of record itemized below: Volume 1517, Page 300, Official Public Records of Webb County, Texas.
2. 30' Utility easement as shown on the plat recorded in Volume 5, Page 1, Plat Records of Webb County, Texas.
3. Any utility lines and other easements granted by the City of Laredo or The United States of America the existence or which do not appear of record, as shown on the survey of the Property dated June 4, 2004 prepared by Antonio J. Medina, Registered Land Surveyor.
4. Terms, conditions and stipulations of that certain deed of indenture between The United States of America and the City of Laredo dated February 21, 1975, recorded in Volume 478, Page 471, Deed Records of Webb County, Texas; and as partially released and amended by H. R. #2310 dated December 15, 1987.
5. All oil, gas and mineral of every character in and under the herein described property, reserved by City of Laredo, in instrument dated December 16, 2004, recorded in Volume 1517, Page 300, Official Public Records of Webb county, Texas.

Laredo Specialty Hospital
 Balance Sheet
 As of Period Ending October 31, 2006

Assets		
Current Assets:		
Cash and Cash Equivalents	15,813.90	
Investments	-	
Accounts Receivable	4,412,450.23	
Bad Debt Allowance	(36,782.52)	
Contractual Allowance	(3,346,767.27)	
Net Accounts Receivable	<u>1,028,900.44</u>	
Other Receivables		
Other AR	-	
Inventory	70,937.02	
Intercompany Receivables	12,105,058.19	
Intercompany Investments	-	
Other Current Assets	-	
Total Current Assets		13,220,709.55
Long Term Assets		
Organizational Costs	-	
Goodwill	-	
Deferred Financing Fees	141,726.51	
Amortization	(18,004.09)	
Net Intangibles	123,722.42	
Notes Receivable	-	
Deposits	1,700.00	
Prepaid Expenses	61,820.83	
Other Long Term Assets	0.00	
Total Long Term Assets		187,243.25
Property and Equipment		
Land and Land Imp	2,045,224.19	
Building and Building Imp	-	
Leasehold Improvements	-	
Constaction In Progress	12,730,222.05	
Equipment	3,386,188.13	
Furniture and Fixtures	367,958.40	
Vehicles	-	
Accumulated Depreciation	(122,617.96)	
Net Property, Plant & Equipment		18,406,974.81
Total Assets		<u>31,814,927.61</u>
Liabilities and Shareholders' Equity		
Current Liabilities		
Current Long Term Debt	1,088,604.58	
Accounts Payable	375,705.16	
SWB Payable	197,110.95	
Accrued Expenses	71,175.63	
Intercompany Payables	22,961,663.86	
Other Current Liabilities	0.00	
Total Current Liabilities		24,694,260.18
Other Liabilities		
Taxes Payable	749.57	
Short Term Notes Payable	-	
Long Term Debt	8,866,160.89	
Total Other Liabilities		8,866,910.46
Shareholders' Equity		
Preferred Stock	-	
Common Stock	-	
Additional Paid in Capital	-	
Distributions	-	
Retained Earnings	-	
Net Income	(1,746,243.03)	
Total Shareholders' Equity		(1,746,243.03)
Total Liabilities & Shareholders' Equity		<u>31,814,927.61</u>

**GUIDELINES & CRITERIA GOVERNING
TAX ABATEMENTS
BY THE CITY OF LAREDO**
Effective November 7, 2005 through November 6, 2007

1. General Provisions.

1.1 Purpose.

Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving a tax abatement from this City. This policy shall expire on November 6, 2007.

1.2 Objective

The City of Laredo is committed to the promotion of high quality development in all parts of the City; and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Laredo, will on a case-by-case, give consideration to providing tax abatement as a stimulation for economic development in Laredo. It is the policy of the City of Laredo to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings and structures. It is the policy of the City of Laredo that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Laredo is under any obligation to provide tax abatement to any applicant.

1.3 General Eligibility Criteria.

A tax abatement can only be granted to persons or entities eligible for tax abatement pursuant to Section 312.204(a) of the Texas Tax Code, which persons or entities as of the effective date of this Policy are (i) the owner of taxable real property located in a tax abatement reinvestment zone; or (ii) the owner of a leasehold interest in tax-exempt real property located in a tax abatement reinvestment zone.

1.4 General Exclusions and Limitations

1.4.1 Leases of Real Property.

A person or entity seeking tax abatement on real property that is leased from a third party should be advised that, pursuant to state law, the City can only abate taxes on the increased value of the taxable leasehold interest in the real property, if any, and the increase in value of taxable improvements and tangible personal property located on the real property and subject to the leasehold interest, if any. Before applying for a tax abatement from the City, such persons or entities should seek professional and legal guidance, and may wish to consult with the appraisal district having jurisdiction over the property

in question, as to whether their development projects will result in a taxable leasehold interest in the property and, if so, the anticipated value of that leasehold interest.

2. Definitions.

As used within these guidelines and criteria, the following words or phrases shall have the following meanings:

2.1 "Abatement" or "Tax Abatement" – The temporary, full or partial exemption from ad valorem taxes of certain Added Value to eligible taxable real and tangible personal property located in a Reinvestment Zone.

2.2 "Added Value" – The increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.

2.3 "Agreement"- A contractual agreement between a property owner and/or lessee and the City of Laredo for the purpose of tax abatement.

2.4 "Base Year Value" – The assessed value of eligible property as of the January 1 preceding the execution of an Agreement.

2.5 "Expansion" – The addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

2.6 "Facility" – Property improvements completed or in the process of construction which together compromise an integral whole.

2.7 "Modernization" – The replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.

2.8 "New Facility" – Property previously undeveloped which is placed into service by means other than or in conjunction with an expansion or modernization.

2.9 "Owner" – means the owner of a facility subject to abatement. If the Facility is constructed on a leased property, the owner shall be the party which owns the property subject to tax abatement. The other party to the lease shall join in the execution of agreement but shall not be obligated to assure performance of the party receiving abatement.

2.10 "Permanent full-time job" means a new employment position created by a business that provides a regular work schedule of at least 35 hours per week or 1820 hours of regular employment per year to a City of Laredo resident and maintains the employment position during the term of the abatement agreement.

3. Abatement Authorized

3.1 Authorized Facilities

Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

3.2 Creation of New Value

Abatement may only be granted for the Added Value of eligible property improvements based on valuations as determined by the Webb County Appraisal District and subject to and listed in an abatement agreement between the City and the property owner and lessee, if required, subject to such limitations as said jurisdiction may require.

3.3 Eligible Property

Abatement may be extended to the Added Value of real and tangible personal property.

3.4 Ineligible Property

The following types of property shall be fully taxable and ineligible for abatement: land or intangible personal property.

3.5 TYPE OF INDUSTRIES:

In keeping with the broad based approach to economic development, agreements will not be restricted to any particular type of industry. Preference will, however, be given to manufacturing and any other type of industry which provides relatively higher wages. In keeping with obtaining the highest cost-benefit, tax abatements will be granted on the basis of (a) new jobs and (b) additional investments, for a maximum term of 5 years.

3.6 Period and Percentage of Abatement

THE BASIC FORMULA:

New Permanent Full time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	\$1.0 million up to \$2.5 million	25%	5 years
101 to 150 jobs	over \$2.5 million up to \$5.0 million	50%	5 years
151 to 200 jobs	over \$5.0 million up to \$10.0 million	75%	5 years
Over 200 jobs	Over \$10.0 million	100%	5 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over \$10.0 million	100%	Year 1
		80%	Year 2
		60%	Year 3
		40%	Year 4
		20%	Year 5

3.7 Living Wage Requirement

In order to count as a permanent full-time job under this tax abatement program, the job should pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.

3.8 Other General Guidelines

- (a.) Companies shall pay permanent full time employees with at least 50% of their health benefits.
- (b.) They must be offered to local companies for the expansion of existing facilities as well as new facilities.
- (c.) They must be "performance based" to provide cost benefit advantages to Laredo and Webb County.
- (d.) They must not permit outside companies to unfairly compete with local companies in the same business in the local market: competing companies may be considered if 75% of their customers are outside Laredo/Webb County, or if any other measures are offered which are judged to make the companies compatible with Laredo interests.
- (e.) They must be negotiated quickly and in good faith by representatives of all concerned local entities.
- (f.) They must be contractual and fully and accurately disclosed to the public.
- (g.) The contracts must be effectively protected by cancellation, recalibration and "claw-back" provisions which would insure the return of the community's funds if the companies default on their part of the agreement. There should however, be no levy of penalties above repayment of actual local costs.

3.9 OTHER CONSIDERATIONS:

- (a.) Depending upon the applicant, tax abatement agreements may be negotiated with consideration of cost benefit, company's financial statements or D&B rating, past business history, nature of the production process, environmental hazards, cost breakdown of the investment into land, building, equipment, probable project status at the end of 5 years, percent of hiring of local workers, and benefits to be paid to local workers.
- (b.) City Council reserves the right to vary the term and percent of abatement, on a case per case basis, where the applicant shows unique circumstances that meets the economic development goals and objectives of the City of Laredo.

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: RESOLUTION NO. 2006-R-114 Authorizing and approving a Tax Abatement Agreement between the City of Laredo and Kohl's Texas, L.P. in accordance with authorized guidelines and criteria and established reinvestment zone. This Agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of investment. The guidelines and criteria for the agreement are set forth in the attached agreement and attachments.	
INITIATED BY: Cynthia Collazo Acting City Manager		STAFF SOURCE: Elizabeth Martinez Tax Assessor-Collector
PREVIOUS COUNCIL ACTION: Ordinance 2005-O-283 was adopted on March 7, 2005 and establishes guidelines and criteria governing tax abatements by the City of Laredo; providing for severability and providing for an effective date. The objective is to create jobs for the citizens of the City, build the tax base of the City, and provide an attractive inducement to companies to build capital intensive projects in the City.		
BACKGROUND: The Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code granted authority to taxing jurisdictions to develop tax abatement and reinvestment districts to encourage development, redevelopment, and economic growth by abating taxes for a specific period of time and specific conditions. The City Council created the Laredo Abatement Reinvestment Zone on December 20, 2004 through Ordinance 2004-O-339. Application for tax abatement has been received from Kohl's Texas, L.P. The company represents the following: <ul style="list-style-type: none">• Building Improvements \$ 6,041,000• Personal Property \$ 5,392,000• Create 20 new full- time, permanent jobs within one year of completion of improvements.		
FINANCIAL IMPACT: The tax abated will depend on the value, tax rate, and the level of the abatement each year. The taxes will be recaptured if the company does not fulfill the agreement.		
COMMITTEE RECOMMENDATION: Not Applicable		STAFF RECOMMENDATION: Approval of this Resolution

RESOLUTION NO. 2006-R-114

AUTHORIZING AND APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND KOHL'S TEXAS, L.P. IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA AND ESTABLISHED REINVESTMENT ZONE. THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND THE CREATION OF JOBS. THE AMOUNT OF TAXES ABATED DEPENDS ON THE NUMBER OF JOBS CREATED AND THE AMOUNT OF THE INVESTMENT. THE GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND ATTACHMENTS.

WHEREAS, this agreement is authorized under the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended; and

WHEREAS, City Council Ordinance No. 2005-O-283 dated the 7th day of March, 2005, established and set forth the City of Laredo Guidelines and Criteria for Tax Abatement (hereinafter referred to as "Guidelines and Criteria"); and

WHEREAS, City Council Ordinance No. 2004-O-339 dated the 20th day of December, 2004 created the Laredo Abatement Reinvestment Zones; and

WHEREAS, the City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement and the property subject to it meet "Guidelines and Criteria" as adopted by the City Council and further finds that there will be (a) no substantial long-term adverse affect on the provision of CITY service or tax base; and (b) the planned use of the property will not constitute a hazard to public safety, health or morals.

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

Section 1. It hereby authorizes and approves a tax abatement between the City of Laredo and Kohl's Texas, L.P. in accordance with authorized guidelines and established reinvestment zones. This agreement will be for a Five (5) year period to abate taxes on new improvements for the purpose of economic development and the creation of jobs. The amount of taxes abated depends on the number of jobs created and the amount of the investment. The guidelines and criteria for the agreement are set forth herein in the attached agreement and attachments.

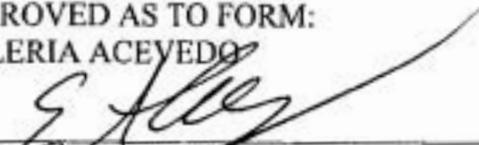
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF DECEMBER 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO

BY 

ERNESTO A. GARCIA
ASSISTANT CITY ATTORNEY

CITY OF LAREDO
TAX ABATEMENT AGREEMENT

1. PARTIES

THIS AGREEMENT (the "Agreement") is entered into on this the _____, by and between **Kohl's Texas, L.P.**, (hereinafter referred to as "OWNER"), the owner of taxable real property located at _____, which is legally described as **Lot Number Four (4) Block Number One (1) of the Canseco Subdivision Unit IV, City of Laredo, Webb County, Texas**, described and recorded according to plat records in **Volume 25, Page 149** Plat Records of Webb County, Texas more specifically described in **Exhibit "A"** attached hereto, and the **CITY OF LAREDO**, a political subdivision of the State of Texas, (hereinafter referred to as "CITY").

2. AUTHORIZATION AND FINDINGS

- a. This Agreement is entered into pursuant to:
1. Texas Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, as amended;
 2. City Ordinance No. 2005-0-283 dated the 07th day of November, 2005, the City of Laredo Guidelines and Criteria for Tax Abatements, (hereinafter referred to as the "Guidelines and Criteria"); and
 3. City Ordinance No. 2004-O-339 dated the 20th day of December, 2004 which created the Laredo Tax Abatement Reinvestment Zone; and
 4. City Council Resolution No. _____, which specifically approved this Agreement and authorized execution hereof.
- b. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement and the property subject to it meet the "Guidelines and Criteria" as adopted by the City Council and further finds that there will be (a) no substantial long-term adverse affect on the provision of CITY service or tax base; and (b) the planned use of the property will not constitute a hazard to public safety, health or morals.

3. PROPERTY

- a. The street address of the taxable real property to be improved under this agreement is **5408 San Bernardo, Webb County, Texas, 78041**. The legal description is more specifically described in **Exhibit "A"** attached hereto hereinafter referred to as the "Property") in the City of Laredo, Webb County, Texas.
- b. The tax account number of the real property is **902-20001-040**.

- c. The tax account number(s) for the new personal property will be furnished by the Webb County Appraisal District to the City with the establishment of such account(s), upon inspection and appraisal.

4. OWNER'S REPRESENTATIONS

- a. OWNER, represents that it is the owner in fee simple of the Property described in **Exhibit "A"**. The Property is located within the Laredo Tax Abatement Reinvestment Zone pursuant to the Texas Property Redevelopment and Tax Abatement Act, V.T.C.A. Tax Code, Chapter 312, as amended, and encompasses the City of Laredo and Webb County, approximately **8.4910** acres of land.
- b. OWNER represents that the use of the Property and Improvements (defined in Section 5(a) below) will be as follows: **Retail**.
- c. OWNER represents that the improvements to the property will be as follows:

Land Cost/Value **Two Million Dollars (\$2,000,000)**

Real Improvement Cost/Value **Six Million Forty-One Thousand Dollars (\$6,041,000)**

Tangible Personal Property
Cost/Value **Five Million Three Hundred Ninety-Two Thousand Dollars (\$5,392,000)**

- d. OWNER represents that commencement of construction began on or about **March 27, 2006** estimated to be completed **August 4, 2006**.
- e. OWNER represents that the cost of Real Property (Land and Improvements) shall be no less than **Eight Million Forty-One Thousand Dollars, (\$8,041,000)**. OWNER represents that no less than **Five Million Three Hundred Ninety-Two Thousand Dollars, (\$5,392,000)** in Tangible Personal Property will be invested. OWNER further represents that in no event will the aggregate cost of land, improvements, and personal property fall below **Thirteen Million Four Hundred Thirty-Three Thousand Dollars, (\$13,433,000)**. A listing of investment costs is more specifically described in **Exhibit "B"** attached hereto.
- f. OWNER represents that no interest in any property covered by this Agreement is presently held or leased by, and that it shall not sell or lease any interest in the property, to a member of the Laredo City Council, Planning and Zoning Commission, or other City officer as long as this Agreement is in effect.
- g. OWNER represents that currently there is no litigation pending against OWNER for any violations under the Occupational Safety and Health Act. OWNER further represents that he/she is in compliance and will remain in compliance with all building codes and zoning regulations.

- h. OWNER represents that Twenty (20) new permanent full-time jobs will be created and sustained within one (1) year after completion of improvements (real and personal property) to the **retail facility**.
- i. OWNER represents all permanent full-time employees will be entitled to a health plan which is accessible to the employees' dependents.
- j. OWNER represents that it shall pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement.

5. **TERMS OF THE AGREEMENT**

- a. This Agreement is conditioned on OWNER meeting Guidelines & Criteria Governing Tax Abatements By The City of Laredo, attached as **Exhibit "C"**.
- b. This Agreement is conditioned on OWNER completing construction of the following improvements to the Property:
 - Land Cost/Value **Two Million Dollars (\$2,000,000)**
 - Real Improvement Cost/Value **Six Million Forty-One Thousand Dollars (\$6,041,000)**
 - Tangible Personal Property Cost/Value **Five Million Three Hundred Ninety-Two Thousand Dollars (\$5,392,000)**
- c. OWNER covenants and agrees that all improvements constructed in the Reinvestment Zone shall comply with all applicable federal, state and local laws, including but not limited to Texas Commission on Environmental Quality Rules and Regulations, Webb County laws, and all applicable City of Laredo codes and ordinances, including, but not limited to, zoning, flood, subdivision, building, engineering, environmental, electrical, plumbing, fire and safety codes and regulations, as amended.
- d. OWNER agrees to comply with all applicable federal and state laws governing the employment relationship between employers and employees.
- e. OWNER shall use the Property and Improvements, during the Tax Abatement Period, (defined in Section 6(c) below), for the proposed use as specified in Section 4(b) of this agreement. OWNER will not use the Property for any other purpose without first obtaining City Council approval.
- f. OWNER shall maintain the Improvements in good repair and condition during the Tax Abatement Period.
- g. During the Term of this Agreement, OWNER shall allow designated representatives of the City of Laredo access to the Property during normal business hours and, upon notice to OWNER, to inspect the Improvements to determine if the terms and conditions of this

Agreement are being met and for the purpose of assuring compliance with applicable City Codes and Ordinances, as long as such CITY representatives are accompanied by an OWNER'S representative and as long as such inspections are conducted in such a manner as to: (a) not unreasonably interfere with the construction and/or operation of the Improvements; and (b) comply with OWNER'S reasonable security requirements.

- h. During the Term of this Agreement, OWNER agrees to furnish the Chief Appraiser of Webb County Appraisal District with information outlined in Chapter 22, V.T.C.A. Tax Code, as amended, as may be necessary for the tax abatement and for appraisal purposes. An annual application must be filed with the appraisal district and a copy must be filed with the City Tax Assessor/Collector before March 1st of each year.
- i. OWNER, at its sole cost and expense, will provide the CITY with a statement, and upon completion of improvements, with a certified statement, conducted by an independent firm which will detail all expenses and improvements on Real and Personal Property.
- j. OWNER must furnish to the City Tax Assessor Collector a system generated report with employee payroll information, for this location which reflect year-to-date hours worked and wages paid and hourly rate as of the date of report, for period ending June 30th and December 31st of each year after the tax abatement period begins. The City Tax Assessor/Collector or designated person may at his/her discretion review other payrolls for the year and OWNER'S records must be open to the City Tax Assessor/Collector or designated person for review at all times during the term of this Agreement and for a period of three (3) years after the expiration of this Agreement.
- k. During the Term of this Agreement, the cost of the improvements, together with Tangible Personal Property, shall be no less than **Thirteen Million Four Hundred Thirty-Three Thousand Dollars, (\$13,433,000)**.
- l. OWNER will create **Twenty (20)** new full-time, permanent jobs within one (1) year of completion of improvements.
- m. Owner shall pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.
- n. Owner shall provide all employees with health benefits.
- o. OWNER is encouraged to participate in the Job Training Partnership Act or Texas Smart Jobs Fund Program or like programs.
- p. OWNER agrees to make a good faith effort to work with the Texas Workforce Commission, and other employment entities to employ at least **twenty-five percent (25%)** of new permanent full-time jobs created with individuals who are economically disadvantaged.

6. **TAX ABATEMENT**

- a. A Tax Abatement shall be granted to the OWNER of the Property described in **Exhibit "A"**, in each year of Tax Abatement Period as described below.
- b. Upon the condition that OWNER meets all conditions set out in this Agreement the period and percentage which shall be exempt from ad valorem taxation shall be as follows:

THE BASIC FORMULA:

New Permanent Full time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	\$1.0 million up to \$2.5 million	25%	5 years
101 to 150 jobs	over \$2.5 million up to \$5.0 million	50%	5 years
151 to 200 jobs	over \$5.0 million up to \$10.0 million	75%	5 years
Over 200 jobs	Over \$10.0 million	100%	5 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over \$10.0 million	100%	Year 1
		80%	Year 2
		60%	Year 3
		40%	Year 4
		20%	Year 5

If OWNER fails to meet the minimum criteria stated above regarding either number or new permanent full time jobs or required added value, then no tax abatement will be considered.

If OWNER fails to create the number of jobs represented in 4(h) above, but still falls within the minimum criteria, then the applicable lower rate of tax exemption will be granted for that year upon certification by the City of the exemption rate.

However, if OWNER meets the criteria for a higher rate of tax exemption, the higher rate will be granted for that year upon certification by the City of the exemption rate.

- c. Added Value is the increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.
- d. Base Year Value is the assessed value of eligible property as of the January 1 preceding the execution of this Agreement. **For this agreement, the base year value is the value certified for Tax Year 2006.**
- e. All valuations used shall be valuations as provided by the Chief Appraiser of Webb

County Appraisal District.

- f. The OWNER shall file a rendition with the Chief Appraiser of Webb County Appraisal District in accordance with the Texas Property Tax Code and a copy shall be delivered to the City Tax Assessor Collector.
- g. OWNER understands and agrees that the tax abatement value for replacing machinery and equipment shall be the market value of the new unit(s) less the market value of the old units(s).
- h. The Tax Abatement Period (the "Term") according to the Guidelines and Criteria shall be for 5 (five) years upon receipt of a certificate of occupancy from the City Building Official.
- i. OWNER shall pay to the CITY ad valorem taxes assessed by the CITY on the Property and Improvements in each year prior to the beginning of the Tax Abatement Period.
- j. OWNER understands and agrees that the Base Year value and the tax levy based on said base year value shall not decrease but may increase and that the otherwise taxable value attributable to the land and existing improvements in each year during the term of this Agreement shall not be less than the taxable value of **Eight Million Forty-One Thousand Dollars, (\$8,041,000)** representing the amount of value attributable to the land and existing improvements. OWNER shall have the right to protest and/or contest appraisals of the land, the improvements and/or Personal Property thereon, over and above the required investments.

7. DEFAULT/RECAPTURE

- a. The taxing entities affected by this Agreement include the City of Laredo and Webb County. All remedies given to the CITY in this section shall likewise be available to Webb County and any other taxing entity whose taxes have been abated, except that termination of this Agreement may only be accomplished by the CITY.
- b. In the event that the Improvements are completed and OWNER begins conducting business, but subsequently ceases conducting business at the site for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of six (6) months during the Tax Abatement Period, then the Agreement shall terminate and so shall the abatement of the taxes for the applicable calendar year during which the Improvements are no longer used for the purposes stated herein. The taxes otherwise abated for that calendar year shall be paid to the City of Laredo within thirty (30) days from the date of notice from the City of Laredo.
- c. During the Tax Abatement Period covered by this Agreement, the CITY may declare a default by OWNER hereunder if OWNER refuses or neglects to comply with any of the terms of this Agreement or if any representation made by OWNER in this Agreement is false or misleading in any material respect. Should the CITY determine that OWNER is in default according to the terms and conditions of this Agreement, the CITY shall notify OWNER in writing at the address stated in Section 8 of this Agreement, and if such is

not cured with thirty (30) days from the date of such notice (Cure Period), then the Agreement may be terminated. However, in the case of default for causes beyond OWNER'S reasonable control, which cannot with due diligence be cured within such thirty (30) day period, the Cure Period shall be deemed extended if OWNER shall (1) immediately upon receipt of such notice advise the CITY of the reasons the default is beyond OWNER'S control and state OWNER'S intention to institute all steps necessary to cure such default; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same. If the contract is terminated, taxes will be due for the tax years thereafter and all taxes previously abated by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination with compliance with the provisions of the Texas Property Tax Code.

- d. In the event that OWNER allows its ad valorem taxes due on the Base Year value of the Property and Improvements to become delinquent and fails to timely and properly follow the legal procedures for their protest and fails to pay taxes on the value of property not in contest, then this Agreement may be terminated pursuant to paragraph 7(c). Taxes will then be due for the tax year during which the termination occurred and shall accrue without abatement for all tax years thereafter and all taxes by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination in compliance with the applicable provisions of the Texas Property Tax Code.
- e. In the event the Property, the Improvements and/or Personal Property are taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation, then this Agreement shall terminate (only as to the Property and the Improvements affected by the taking), for the calendar year during which the taking occurs and there shall be no recapture of taxes.
- f. The recovery and/or recapture of taxes as provided herein shall be the sole remedy of the CITY in the event of a default hereunder by OWNER, and such recovery and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which OWNER may be entitled. The recovery and/or recapture of taxes provided in this Section 7 is not applicable to situations involving minor changes to the description of the Property or changes in management or operation of the Property as long OWNER continues business as stated in Section 4(b).
- g. If any representation or warranty made by OWNER in this Agreement or the Application for Tax Abatement is false or misleading in any material respect, the City of Laredo may declare a default and legal action may be taken.

8. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall

be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. **All notices must be filed with the City Tax Assessor/Collector.**

To the OWNER: Kohl's Texas LP
Thomas Taugher, V.P. Finance
N56 W17000 Ridgewood Dr.
Menomonee Falls, WI 53051

To the CITY: Tax Assessor/Collector
1110 Houston St.
P. O. Box 6548
Laredo, Texas 78042-6548

Either party may designate a different address by giving the other party ten (10) days written notice.

9. **CONDITION**

This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

10. **ASSIGNMENT**

If OWNER sells, assigns or exchanges the property, the tax abatement agreement shall cease and property shall be subject to recapture of any real and or personal taxes abated by this Agreement in accordance with the provisions of the Texas Property Tax Code. However, City Council at their discretion may consider extending the Agreement to the new owner through a new application process. A written request must be made by the new owner to the City Tax Assessor/Collector.

11. **GENERAL PROVISIONS**

- a. "Eligible Property" shall not be located in an improvement project financed by tax increment bonds.
- b. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY. No bonds for which the CITY is liable have been used to finance this project.
- c. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. OWNER acknowledges that City Council approval is required for any of these actions.

12. **SEVERABILITY**

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said

invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

13. **ESTOPPEL CERTIFICATE**

Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose.

14. **OWNER STANDING**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

15. **APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas and is performable in Webb County, Texas.

Kohl's Texas, LP

City of Laredo
A municipal corporation

By: _____
Thomas Taugher
V.P. Finance

By: _____
Cynthia Collazo
Acting City Manager

ATTEST:

ATTEST:

Name:
Title

Gustavo Guevara
City Secretary

Approved as to form:
Valeria Acevedo
Acting City Attorney

By: _____
Ernesto A. Garcia
Assistant City Attorney

100 9905-R2

SPECIAL WARRANTY DEED

Date: ~~March~~ ^{April} 12, 2008

Grantor: Rio Norte Shopping Center, L.P., a Delaware limited partnership

Grantor's Mailing Address: c/o Kimco Realty Corporation, 3333 New Hyde Park Road, New Hyde Park, New York 11042-0020

Grantee: Kohf's Texas, L.P., a Texas limited partnership

Grantee's Mailing Address: c/o Kohf's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53501

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements): A tract of land containing 9.64 acres (more or less) and being more particularly described on Exhibit A attached hereto and incorporated herein.

Exceptions to Conveyance and Warranty: The conveyance and warranty is subject to the exceptions set forth on Exhibit B attached hereto and incorporated herein.

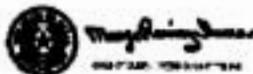
Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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EXHIBIT A

Doc# 917473
Pages 8
04/17/2006 15:59:59 PM
e-Filed & e-Recorded in the
Official Public Records of
WEBB COUNTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees 40.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY AS STAMPED
HEREON BY ME



100 9905-R2

SPECIAL WARRANTY DEED

Date: ~~March~~ ^{April} 12, 2006

Grantor: Rio Norte Shopping Center, L.P., a Delaware limited partnership

Grantor's Mailing Address: c/o Kimco Realty Corporation, 3333 New Hyde Park Road, New Hyde Park, New York 11042-0020

Grantee: Kohl's Texas, L.P., a Texas limited partnership

Grantee's Mailing Address: c/o Kohl's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53501

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements): A tract of land containing 9.64 acres (more or less) and being more particularly described on Exhibit A attached hereto and incorporated herein.

Exceptions to Conveyance and Warranty: The conveyance and warranty is subject to the exceptions set forth on Exhibit B attached hereto and incorporated herein.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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Exhibit A

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:
RIO NORTE SHOPPING CENTER, L.P.,
a Delaware limited partnership

By: Rio Norte, LLC,
a Delaware limited liability company
its general partner

By: Kimco Retail Opportunity Portfolio, L.L.C.,
a Delaware limited liability company
its sole member

By: KIGME, Inc.,
a Delaware corporation
its managing member

By: 
Name: Michael J. Flynn
Title: President

Exhibit A

EXHIBIT A

Property Description

TRACT I:

Situated in Webb County, Texas, and being Lot Number Four (4), in Block Number One (1) of the CANSECO SUBDIVISION, UNIT 4, as per Plat recorded in Volume 25, Page 149, Webb County Plat Records.

Exhibit A

EXHIBIT B

Exceptions to Conveyance and Warranty

1. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Subject to Zoning Ordinance of the City of Laredo, effective September 1, 1983.
 - b. Subject to terms and conditions of any unrecorded Lease Agreement(s) covering subject property.
 - c. Easement and Right of Way dated January 16, 1951, executed by Paxton Carlin to Central Power and Light Company, recorded in Volume 214, pages 535-536, Webb County Deed Records.
 - d. 12' utility easement across subject property located in the upper north boundary as per Plat recorded in Volume 12, pages 6, Webb County Plat Records and an 8' water line running along with said easement as shown in Survey dated October 6, 2005, prepared by Gilbert L. Cade III, R. P.L.S. No. 5060, Mejia Engineering Company
 - e. Existing driveway openings and existing dirt paths being used for access to Santa Maria Ave. are located across of subject property; storm water detention pond is located along the north boundary line with chain link fence in bad state of repair; 8' inch high to opening in retaining wall allows offsite storm water runoff into pond along the northeast boundary; manholes, grate inlet, power poles and valley gutters are located throughout the property as shown in Survey dated October 6, 2005, prepared by Gilbert L. Cade III, R. P.L.S. No. 5060, Mejia Engineering Company.
 - f. Subject to Edge of A. C. Pavement and Parking Spaces located along the south boundary of subject property as shown in Survey dated October 6, 2005 prepared by Gilbert L. Cade III, R. P.L.S. No. 5060, Mejia Engineering Company.
 - g. Subject to 12' utility easement and 25' building setback line as shown on Plat of Canseco Subdivision, Unit 4, recorded in Volume 25, page 149, Webb County Plat Records.
 - h. Terms, conditions and stipulations of Lease Agreement between FMC Partners, Ltd., a Texas Limited Partnership, as Lessor, and Cinemark, II, Inc., a Texas Corporation, as Lessee, dated April 26, 1993, a Memorandum of which is dated July 27, 1993, and recorded in Volume 137, pages 3-9, Webb County Official Public Records, and Assignment of Lease dated December 10, 1993, executed by and between Cinemark II, Inc., to Laredo Joint Venture, recorded in Volume 298, pages 813-818, Webb County Official Public Records; which Lease is subject to terms and conditions of Non-Disturbance Agreement dated November 10, 1996, executed by and between Midland Loan Services, L.P., (Mortgage), Laredo Theatre, Ltd., a Texas limited partnership, as successor in interest to Laredo Joint Venture, as successor in interest to Cinemark, II, Inc., (Tenant), and FMC Partners, Ltd., (Landlord), recorded in Volume 462, pages 279-286, Webb County Official Public Records; and subject to terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated February 8, 2005, executed by and between Laredo Theatre, Ltd., (Tenant), MidFirst Bank (Bank) and Rio Norte Shopping Center, L.P., (Landlord), and recorded in Volume 1783, pages 739-750, Webb County Official Public Records.
 - i. Terms, conditions and stipulations of Lease Agreement between FMC Partners, Ltd., as Lessor, and Ross Stores, Inc., as Lessee, dated April 27, 1993, a Memorandum of which is dated April 27, 1993, and recorded in Volume 112, pages 338-342, Webb County

Official Public Records; which Lease is subject to terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated November 14, 1996, executed by and between Midland Loan Services, L.P., (Lessor) Ross Stores, Inc., (Tenant), and FMC Partners, Ltd., (Landlord), recorded in Volume 462, pages 250-258, Webb County Official Public Records; and to terms and conditions of Subordination, Nondisturbance and Attornment Agreement dated February 8, 2005, executed by and between MidFirst Bank (Lender), Ross Dress for Less, Inc., (Tenant), and Rio Norte Shopping Center, L.P., (Landlord), recorded in Volume 1779, Pages 628-638, Webb County Official Public Records.

- j. Terms and conditions and stipulations of Lease Agreement between FMC Developers, Inc., a Texas Corporation as Lessor, and Toys "R" Us-Nytex, Inc., a New York Corporation, as Lessee, dated June 26, 1992, a Memorandum of which is dated June 26, 1992, and recorded in Volume 38, pages 736-747, Webb County Official Public Records; which Lease is subject to the terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated November 13, 1996, executed by and between Midland Loan Services, L.P., (Mortgagee), and TRU Properties, Inc., successor in interest to Toys "R" Us-Nytex, Inc., a Delaware corporation, (Tenant), and F.M.C. Developers, Inc., (Landlord), recorded in Volume 462, pages 263-271, Webb County Official Records; and subject to terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated February 9, 2005, executed by and between MidFirst Bank (Mortgagee), Toys "R" Us-Texas, LLC, (Tenant) and Rio Norte Shopping Center, L.P., (Landlord), and recorded in Volume 1779, Pages 639-655, Webb County Official Public Records.
- k. Terms, conditions and stipulations of Lease Agreement between FMC Partners, as Lessor, and Michaels Stores, Inc., as Lessee dated April 26, 1993, a Memorandum of Lease of which is dated April 26, 1993, and recorded in Volume 112, pages 679-684, Webb County Official Public Records; which Lease is subject to the terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated November 14, 1996, executed by and between Midland Loan Services, L.P., (Mortgage), Michaels Stores, Inc., a Delaware Corporation (Tenant), and FMC Partners, Ltd., (Landlord), recorded in Volume 462, pages 272-278, Webb County Official Public Records; and subject to terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated February 17, 2005, executed by and between Rio Norte Shopping Center, L.P. (Landlord), MidFirst Bank (Lender), and Michael Stores, Inc., (Tenant), recorded in Volume 1779, Pages 656-665, Webb County Official Public Records.
- l. Terms, conditions and stipulations of Lease Agreement between FMC Partners, Ltd., a Texas Limited Partnership, as Lessor, and United Retail Incorporation, a Delaware Corporation, as Lessee, dated March 23, 1995, a Memorandum of which is dated June 1995, and recorded in Volume 334, pages 814-815, Webb County Official Public Records; which Lease is subject to terms and conditions of Subordination, Non-Disturbance and Attornment Agreement dated February 17, 2005, executed by and between United Retail Incorporated (Tenant), MidFirst Bank (Bank), and Rio Norte Shopping Center, L.P. (Mortgagor), and recorded in Volume 1779, Pages 666-678, Webb County Official Public Records.
- m. Subject to terms and conditions of unrecorded Lease Agreement by and between FMC Partners, Ltd., a Texas limited partnership, as Lessor, and Office Max, Inc., as Lessee, which is subject to Subordination, Non-Disturbance and Attornment Agreement filed February 25, 1997, executed by and between Office Max, Inc., and Midland Loan Services, L.P., recorded in Volume 480, pages 864-874, Webb County Official Public Records.

- n. Subject to terms and conditions of Standard Maintenance and Monitoring Agreement dated January 13, 2006, executed by and between Rio Norte Shopping Center, L.P. (Landowner) and the City of Laredo recorded in Volume 2011, Pages 379-387, Webb County Official Public Records.
- o. Subject to terms, conditions and right of others under Reciprocal Easement Agreement to be executed on even date hereof by and between Kohl's Texas, L.P. and Rio Norte Shopping Center, L.P. and to be recorded immediately subsequent to this Deed at the Official Records of Webb County, Texas.
- p. Subject to terms and conditions of Acknowledgment of Memorandum of Lease to be executed on even date hereof by and between TRU 2005 REI, LLC, a Delaware limited liability company, successor-in-interest to TOYS "R" Us - NYTEX, Inc. and Kohl's Texas, L.P., a Texas limited partnership and to be recorded immediately subsequent to the recording of this Deed at the Webb County Official Public Records.
- q. Subject to terms and conditions of Memorandum of Agreement to be executed on even date hereof by and between Rio Norte Shopping Center, L.P., a Delaware limited partnership and Kohl's Texas, L.P., a Texas limited partnership and to be recorded immediately subsequent to the recording of this Deed at the Webb County Official Public Records.
- r. Subject to terms and conditions of Memorandum of Lease to be executed on even date hereof by and between Rio Norte Shopping Center, L.P., a Delaware limited partnership, United Retail Incorporation, a Delaware Corporation, d/b/a Avenue (Tenant), Kohl's Department Stores, Inc., a Delaware Corporation and Kohl's Texas limited partnership and to be recorded immediately prior to the recording of this Deed at the Webb County Official Public Records.

RETURN TO:
NEEL TITLE CORP.
1202 WELBY COURT
LAREDO, TEXAS 78041

G L# 1009905-RW

T:\SITE\1255LAE-OUTPARCEL\closing documents\Special Warranty Deed.doc

Exhibit A

**GUIDELINES & CRITERIA GOVERNING
TAX ABATEMENTS
BY THE CITY OF LAREDO**
Effective November 7, 2005 through November 6, 2007

1. General Provisions.

1.1 Purpose.

Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving a tax abatement from this City. This policy shall expire on November 6, 2007.

1.2 Objective

The City of Laredo is committed to the promotion of high quality development in all parts of the City; and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Laredo, will on a case-by-case, give consideration to providing tax abatement as a stimulation for economic development in Laredo. It is the policy of the City of Laredo to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings and structures. It is the policy of the City of Laredo that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Laredo is under any obligation to provide tax abatement to any applicant.

1.3 General Eligibility Criteria.

A tax abatement can only be granted to persons or entities eligible for tax abatement pursuant to Section 312.204(a) of the Texas Tax Code, which persons or entities as of the effective date of this Policy are (i) the owner of taxable real property located in a tax abatement reinvestment zone; or (ii) the owner of a leasehold interest in tax-exempt real property located in a tax abatement reinvestment zone.

1.4 General Exclusions and Limitations

1.4.1 Leases of Real Property.

A person or entity seeking tax abatement on real property that is leased from a third party should be advised that, pursuant to state law, the City can only abate taxes on the increased value of the taxable leasehold interest in the real property, if any, and the increase in value of taxable improvements and tangible personal property located on the real property and subject to the leasehold interest, if any. Before applying for a tax abatement from the City, such persons or entities should seek professional and legal guidance, and may wish to consult with the appraisal district having jurisdiction over the property

in question, as to whether their development projects will result in a taxable leasehold interest in the property and, if so, the anticipated value of that leasehold interest.

2. Definitions.

As used within these guidelines and criteria, the following words or phrases shall have the following meanings:

2.1 "Abatement" or "Tax Abatement" – The temporary, full or partial exemption from ad valorem taxes of certain Added Value to eligible taxable real and tangible personal property located in a Reinvestment Zone.

2.2 "Added Value" – The increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.

2.3 "Agreement"- A contractual agreement between a property owner and/or lessee and the City of Laredo for the purpose of tax abatement.

2.4 "Base Year Value" – The assessed value of eligible property as of the January 1 preceding the execution of an Agreement.

2.5 "Expansion" – The addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

2.6 "Facility" – Property improvements completed or in the process of construction which together compromise an integral whole.

2.7 "Modernization" – The replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.

2.8 "New Facility" – Property previously undeveloped which is placed into service by means other than or in conjunction with an expansion or modernization.

2.9 "Owner" – means the owner of a facility subject to abatement. If the Facility is constructed on a leased property, the owner shall be the party which owns the property subject to tax abatement. The other party to the lease shall join in the execution of agreement but shall not be obligated to assure performance of the party receiving abatement.

2.10 "Permanent full-time job" means a new employment position created by a business that provides a regular work schedule of at least 35 hours per week or 1820 hours of regular employment per year to a City of Laredo resident and maintains the employment position during the term of the abatement agreement.

3. Abatement Authorized

3.1 Authorized Facilities

Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

3.2 Creation of New Value

Abatement may only be granted for the Added Value of eligible property improvements based on valuations as determined by the Webb County Appraisal District and subject to and listed in an abatement agreement between the City and the property owner and lessee, if required, subject to such limitations as said jurisdiction may require.

3.3 Eligible Property

Abatement may be extended to the Added Value of real and tangible personal property.

3.4 Ineligible Property

The following types of property shall be fully taxable and ineligible for abatement: land or intangible personal property.

3.5 TYPE OF INDUSTRIES:

In keeping with the broad based approach to economic development, agreements will not be restricted to any particular type of industry. Preference will, however, be given to manufacturing and any other type of industry which provides relatively higher wages. In keeping with obtaining the highest cost-benefit, tax abatements will be granted on the basis of (a) new jobs and (b) additional investments, for a maximum term of 5 years.

3.6 Period and Percentage of Abatement

THE BASIC FORMULA:

New Permanent Full time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	\$1.0 million up to \$2.5 million	25%	5 years
101 to 150 jobs	over \$2.5 million up to \$5.0 million	50%	5 years
151 to 200 jobs	over \$5.0 million up to \$10.0 million	75%	5 years
Over 200 jobs	Over \$10.0 million	100%	5 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real or Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over \$10.0 million	100%	Year 1
		80%	Year 2
		60%	Year 3
		40%	Year 4
		20%	Year 5

3.7 Living Wage Requirement

In order to count as a permanent full-time job under this tax abatement program, the job should pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.

3.8 Other General Guidelines

- (a.) Companies shall pay permanent full time employees with at least 50% of their health benefits.
- (b.) They must be offered to local companies for the expansion of existing facilities as well as new facilities.
- (c.) They must be "performance based" to provide cost benefit advantages to Laredo and Webb County.
- (d.) They must not permit outside companies to unfairly compete with local companies in the same business in the local market: competing companies may be considered if 75% of their customers are outside Laredo/Webb County, or if any other measures are offered which are judged to make the companies compatible with Laredo interests.
- (e.) They must be negotiated quickly and in good faith by representatives of all concerned local entities.
- (f.) They must be contractual and fully and accurately disclosed to the public.
- (g.) The contracts must be effectively protected by cancellation, recalibration and "claw-back" provisions which would insure the return of the community's funds if the companies default on their part of the agreement. There should however, be no levy of penalties above repayment of actual local costs.

3.9 OTHER CONSIDERATIONS:

- (a.) Depending upon the applicant, tax abatement agreements may be negotiated with consideration of cost benefit, company's financial statements or D&B rating, past business history, nature of the production process, environmental hazards, cost breakdown of the investment into land, building, equipment, probable project status at the end of 5 years, percent of hiring of local workers, and benefits to be paid to local workers.
- (b.) City Council reserves the right to vary the term and percent of abatement, on a case per case basis, where the applicant shows unique circumstances that meets the economic development goals and objectives of the City of Laredo.

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: RESOLUTION NO. 2006-R-115 Authorizing the City Manager to execute a contract and accept a grant for abstinence education with the Department of State Health Services in the amount not to exceed \$92,910.00 and \$70,000.00 in-kind from the Laredo Independent School District for a total of \$162,910.00 for the <i>Abstinence Education Program</i> of the City of Laredo Health Department beginning October 1, 2006, through September 30, 2007.
INITIATED BY: Horacio De Leon Assistant City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: The Department of State Health Services has contracted with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. The <i>Abstinence Education Program</i> is a partnership between the City of Laredo Health Department and the Laredo Independent School District to reduce the number of teen pregnancies in Webb by promoting abstinence education. The term "abstinence education" is defined as an educational or motivational program. <ol style="list-style-type: none"> 1) Has, as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity; 2) Teaches that abstinence from sexual activity outside of marriage is the expected standard for all school children; 3) Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems, 4) Teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity; 5) Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects, 6) Teaches that hearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society; 7) Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and 8) Teaches the importance of attaining self-sufficiency before engaging in sexual activity. The Health Department serves as the administrative agency responsible for the reporting requirements, data collection and technical assistance.	
FINANCIAL: The City of Laredo Health Department will be reimbursed \$92,910.00 for FY 2006-2007 expense account 226-6006; revenue account 226-0000-323-4077 and \$70,000.00 in-kind revenue account 222-0000-372-1100.	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Recommends that Council authorize the City Manager to execute the contract.

RESOLUTION NO. 2006-R-115

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND ACCEPT A GRANT FOR ABSTINENCE EDUCATION WITH THE DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT NOT TO EXCEED \$92,910.00 AND \$70,000.00 IN-KIND FROM THE LAREDO INDEPENDENT SCHOOL DISTRICT FOR A TOTAL OF \$162,910.00 FOR THE ABSTINENCE EDUCATION PROGRAM OF THE CITY OF LAREDO HEALTH DEPARTMENT BEGINNING OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007.

WHEREAS, the Department of State Health Services has contracted with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and

WHEREAS, the Abstinence Education Program is a partnership between the City of Laredo Health Department and the Laredo Independent School District to reduce the number of teen pregnancies in Webb by promoting abstinence education; and

WHEREAS, the term "abstinence education" is defined as educational or motivational program; and

WHEREAS, the abstinence education program's purpose is to teach the social, psychological, and health gains to be realized by abstaining from sexual activity; and

WHEREAS, the City of Laredo Health Department serves as the administrative agency responsible for the reporting requirements, data collection and technical assistance for the abstinence program.

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

Section 1: The City Manager to execute the contract with the Department of State Health Services for \$92,910.00.

Section 2: Use revenue account 226-0000-323-4077 and expense account 226-6006.

Section 3: Use revenue account 226-0000-372-1100 for in-kind services of \$70,000.00 from the Laredo Independent School District.

Abstinence Education
226-6006

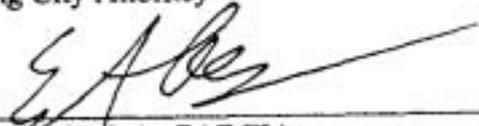
TDSHS GRANT REVENUE	\$	92,910
In-Kind		70,000
TOTAL	\$	162,910
EXPENSES		
PERSONNEL	\$	0
FRINGE BENEFITS		0
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		92,910
OTHER		0
RESERVE APPROPRIATION		0
SUB-TOTAL	\$	92,910
	\$	

ATTEST:

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM
VALERIA M. ACEVEDO
Acting City Attorney

By: _____


ERNESTO A. GARCIA
Assistant City Attorney

COUNCIL COMMUNICATION

DATE: 12/04/2006	SUBJECT: RESOLUTION NO. 2006-R- 116 A resolution expressing official intent to reimburse Capital Improvement Fund the cost of \$50,000.00 associated with a speed hump project for City Council District 1 and acquisition of school flasher equipment. Upon the sale of a proposed Certificate of Obligation Bond, the Capital Improvement Project Fund will be reimbursed for any cost associated with the previously mentioned projects.
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Pete Tart, McCall Parkhurst & Horton Rosario Camarillo Cabello, Finance Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: In order to fund a speed hump project and the acquisition of school flasher equipment for City Council District I and in order to expedite the acquisition of said assets, staff is proposing to transfer funds from the Capital Improvement Fund (CIF) reserve appropriation account to said projects. Upon the sale of a proposed Certificate of Obligation Bond, the CIF will be reimbursed for any cost incurred in the speed hump project and the school flasher equipment. The funds will be reimbursed for the proposed allocation of C. O. proceeds for City Council District I.	
FINANCIAL IMPACT: A budget transfer will be processed to provide the necessary funding for the speed hump project and the acquisition of school flasher equipment.	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approval of Reimbursement Resolution.

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CAPITAL IMPROVEMENT FUND THE COST OF \$50,000.00 ASSOCIATED WITH A SPEED HUMP PROJECT FOR DISTRICT 1 AND ACQUISITION OF SCHOOL FLASHER EQUIPMENT. UPON THE SALE OF A PROPOSED CERTIFICATE OF OBLIGATION BOND, THE CAPITAL IMPROVEMENT PROJECT FUND WILL BE REIMBURSED FOR ANY COST ASSOCIATED WITH THE PREVIOUSLY MENTIONED PROJECTS.

WHEREAS, the City of Laredo, Texas is a municipality of the State of Texas; and

WHEREAS, the City expects to pay expenditures in connection with the purpose of paying for the cost associated with the acquisition of school flasher equipment and speed hump project for District I in the amount of \$50,000.00; and

WHEREAS, the City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the street improvements and equipment; and

WHEREAS, the City reasonable expects to incur debt, as one or more series of obligations, with an aggregate principal not to exceed \$2,000,000 for the purpose of paying the costs of acquisition of street improvements and equipment; and

WHEREAS, all costs to be reimbursed pursuant hereto will be capital expenditure. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is place in service; and

WHEREAS, The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure that is to be reimbursed is paid.

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

Section 1. The City expects to pay expenditures in connection with the purpose of paying for the cost associated with the acquisition of school flasher equipment and speed hump project for District I in the amount of \$50,000.00.

Section 2. The City reasonable expects to incur debt, as one or more series of obligations, with an aggregate principal not to exceed \$2,000,000 for the purpose of paying the costs of acquisition of street improvements and equipment.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditure. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is place in service.

Section 4. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure that is to be reimbursed is paid.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____
DAY OF _____ 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

APPROVED AS TO FORM:

GUSTAVO GUEVARA, JR.,
CITY SECRETARY



VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/4/2006	SUBJECT: MOTION Recommending the setting of regular City Council meeting dates through March 2007 due to holidays and/or conferences. The meeting dates will be Tuesday, January 2, 2007, Tuesday, January 16, 2007, Monday, February 5, 2007, Tuesday, February 20, 2007, Tuesday, Monday, March 12, 2007 and March 29, 2007.							
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Blasita J. Lopez, Assistant CVB Director							
PREVIOUS COUNCIL ACTION: None.								
BACKGROUND: City Council meetings are normally held every 1 st and 3 rd Monday of the month. The change in City Council meeting dates for the months of January 2007 through March of 2007 are due to various events such as holidays, conferences, etc. <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">City Council Meeting Dates @ 5:30 p.m.</td></tr><tr><td style="text-align: center;">Tuesday, January 02, 2007</td></tr><tr><td style="text-align: center;">Tuesday, January 16, 2007</td></tr><tr><td style="text-align: center;">Monday, February 5, 2007</td></tr><tr><td style="text-align: center;">Tuesday, February 20, 2007</td></tr><tr><td style="text-align: center;">Monday, March 12, 2007</td></tr><tr><td style="text-align: center;">Monday, March 29, 2007</td></tr></table>		City Council Meeting Dates @ 5:30 p.m.	Tuesday, January 02, 2007	Tuesday, January 16, 2007	Monday, February 5, 2007	Tuesday, February 20, 2007	Monday, March 12, 2007	Monday, March 29, 2007
City Council Meeting Dates @ 5:30 p.m.								
Tuesday, January 02, 2007								
Tuesday, January 16, 2007								
Monday, February 5, 2007								
Tuesday, February 20, 2007								
Monday, March 12, 2007								
Monday, March 29, 2007								
FINANCIAL IMPACT: None.								
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approval of this motion.							

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Refund of property tax in the amount of \$554.76 to the following taxpayers and companies: 1. A refund in the amount of \$554.76 payable to Villa De Cantera H.O.A. due to an erroneous payment. Account # 989-20001-345.	
INITIATED BY: CYNTHIA COLLAZO, ASSISTANT CITY MANAGER	STAFF SOURCE: ELIZABETH MARTINEZ TAX ASSESSOR-COLLECTOR	
PREVIOUS COUNCIL ACTION: City Council has previously approved requests for refunds over \$500.00 as required by State Law.		
BACKGROUND: Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1 st of the year, exempt property and combined properties. As per section 26.15 (f) of the Texas Property Tax Code, "If a correction decreases the tax liability of a property owner after the owner has paid the tax, the taxing unit shall refund to the property owner the difference between the tax paid and the tax legally due. As per Section 31.11 (c) of the Texas Property Tax Code, "An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund." A taxpayer may request a refund if an overpayment or an erroneous payment was made. As per Section 42.43 (a) of the Texas Property Tax Code, "If the final determination of an appeal that decreases a property owner's tax liability occurs after the property owner has paid his/her taxes, the taxing unit shall refund to the property owner the difference between the amount of taxes paid and amount of taxes for which the property owner is liable.		
FINANCIAL IMPACT: The City of Laredo will refund an amount of \$554.76. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval of these refunds as detailed above.	

06-1101

City of Laredo Tax Office
Tax Assessor - Collector
P.O. Box 329 1110 Houston
Laredo, Texas 78042

For Credit Refunds Only
101-0000-122-03-00 (Def.Rev.)

Tax Refund Application

In order to apply for a tax refund, the following information must be provided by the taxpayer:

Identification of property:

Name: Contreras Refugio Jr.
Address: 9804 Cantera Ct. Unit 41
City/State/Zip: Laredo, Texas 78045-8585
Telephone Number:

(If additional information is needed)

Refund payable to:

Name: VILLA DE CANTERA H.O.A.
Address: 504 E. Calton Rd. Ste. 1
City/State/Zip: Laredo, Texas 78041-3898
Property legal description: Unit 41 Bldg 10 Villas de Cantera Condos 1.362% Common Elem Out of Lot 4 & 999.39 Sqft of Lot 5 Blk 1 San Isidro/McPherson IV
Parcel Number: 989-20001-345 / 618071

Payment of Taxes:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2006	10/31/06	554.76	554.76
		Total Refund	\$554.76

Taxpayer's reason for refund (attach supporting documentation): Account was paid in error by Robert Jacaman from Quicksilver Ent. New owner is Refugio Contreras. Mr. Jacaman requests a payment refund a payment refund in the amount of \$554.76.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

* Signature [Signature] Date 11/14/06

Prepared by: Dora A. Maldonado
Deputy

Determination for tax refund: [Signature] Approval [Signature] Disapproval [Signature]
Elizabeth Martinez, Tax Assessor-Collector Date 11/9/06

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5,000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2,000 or both such fine and imprisonment as set forth in section 37.10, Penal Code.

City of Laredo Tax Office
Tax Assessor - Collector
P.O. Box 329 1110 Houston
Laredo, Texas 78042

For Credit Refunds Only
101-0000-222-03-00 (Def.Rev.)

Tax Refund Application

In order to apply for a tax refund, the following information must be provided by the taxpayer:

Identification of property:

Name: Contreras Refugio Jr.
Address: 9804 Cantera Ct. Unit 41
City/State/Zip: Laredo, Texas 78045-8585
Telephone Number:
(If additional information is needed)

Refund payable to:

Name: VILLA DE CANTERA H.O.A.
Address: 504 E. Calton Rd. Ste. 1
City/State/Zip: Laredo, Texas 78041-3898
Property legal description: Unit 41 Bldg 10 Villas de Cantera Condos 1.362% Common Elem Out of Lot 4 & 999.39 Sqft of Lot 5 Blk 1 San Isidro/McPherson IV
Parcel Number: 989-20001-345 / 618071

Payment of Taxes:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2006	10/31/06	554.76	554.76
		Total Refund	\$554.76

Taxpayer's reason for refund (attach supporting documentation): Account was paid in error by Robert Jacaman from Quicksilver Ent. New owner is Refugio Contreras. Mr. Jacaman requests a payment refund a payment refund in the amount of \$554.76.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Signature _____ Date _____

Prepared by: Dora A. Maldonado
Deputy

Determination for tax refund: Approval _____ Disapproval _____
Elizabeth Martinez _____
Elizabeth Martinez, Tax Assessor-Collector Date 11/9/06

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5,000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2,000 or both such fine and imprisonment as set forth in section 37.10, Penal Code.

To: Dora Maldonado

11/3/06

From: Robert Jacaman / Quicksilver Int.

I am requesting a refund on the amount of \$534.76 ch# 1230 acct# 17000220 of LNB, that was mailed to you on 10/12/06 by error, for tax # 989-2001-345 in the name of Quicksilver Enterprises, which should have been under Refugio Contreras, owner of this condominium and acct, we have already spoke with the Appraisal District Office and now has been corrected.

Please make check payable to Villas de Contera H.O.A. and mail it to 504 E. Colton Rd. Ste #1 78041

Thank you
Robert Jacaman

11/8/06

Elsa Rubio
CWA

724 6989

795-1700

To be changed
from Quicksilver
to Refugio Contreras

Track Your Expenses

Charitable Professional Development DO NOT USE FOR REORDERING 1230

Gas/Travel Debt Medical/Dental

Interest Food Insurance

Fuel Real Estate Savings & Investment

Trading Maintenance/Repairs Other

City of Laredo Tax Dept
(Five hundred fifty four 76/100)

989-2001-345

554.76

NOT NEGOTIABLE

26-1101



CITY OF LAREDO
 ELIZABETH MARTINEZ, RTA
 TAX ASSESSOR-COLLECTOR
 1110 HOUSTON • P.O. BOX 6548
 LAREDO, TEXAS 78042-6548

2006 PROPERTY TAX STATEMENT

TAXES ARE DUE AND PAYABLE UPON RECEIPT.
 TAXES NOT PAID IN FULL BY JANUARY 31, 2007 WILL BE CHARGED PENALTY AND INTEREST ON FEBRUARY 1, 2007.

FOR INFORMATION CALL
 (956) 791-7403
 FAX
 (956) 791-7394

PROPERTY OWNER ON RECORD
 (Please Print Name in English, Spanish, or Bilingual)

QUICKSILVER ENTERPRISES LTD

504 E CALTON RD STE 1
 LAREDO TX 78041-3898

TAX ACCT. ID	PARCEL NUMBER & ALT ID	CORN CODE
618071	989-20001-345	

PROPERTY ADDRESS / DESCRIPTION

9804 CANTERA CT BLD10 #41
 UNIT 41 BLDG 10 VILLAS DE CANT
 ERA CONDOS 1.362% COMMON ELEM
 OUT OF LOT 4 & 999.39 SQ FT OF

DESCRIPTION	
APPRAISED/ASSESSED VALUE	9,680
APPRAISED/ASSESSED VALUE IMPROVEMENT	77,410
AGRICULTURE USE VALUE	0
PERSONAL PROPERTY VALUE	0
TAXABLE VALUE BEFORE EXEMP.	87,090
LESS EXEMPTION AMOUNTS	0
NET TAXABLE VALUE	87,090
TAX RATE (PER \$100)	.637000
BASE TAX	\$ 554.76
(+) LATE APPLICATION PENALTY	\$.00
(+) RENDITION RELATED PENALTY	\$.00
(-) CREDIT ON ACCOUNT	\$.00

IF PAID IN	P & I %	P & I AMOUNT	TOTAL AMOUNT DUE
OCT 2006 - JAN 2007	0%	.00	\$ 554.76
FEB 2007	7%	38.84	\$ 593.60
MAR 2007	9%	49.93	\$ 604.69
APR 2007	11%	61.02	\$ 615.78
MAY 2007	13%	72.12	\$ 626.88
JUN 2007	15%	83.22	\$ 637.98
JUL 2007	18+15%	198.05	\$ 752.81
AUG 2007	19+15%	204.42	\$ 759.18
SEP 2007	20+15%	210.81	\$ 765.57

CITY OF LAREDO TAX DEPT
 PO BOX 6548 LAREDO, TEXAS 78042-6548

TOTAL TAX DUE \$ 554.76

- INFORMATION ON TEXAS PROPERTY TAX LAW or DEPARTMENT POLICY**
- A tax lien is AUTOMATICALLY placed on property on January 1 of each year to ensure that taxes are paid.
 - Neither the Council nor any official of the City may waive any penalty and interest that is due on unpaid tax.
 - The current owner of the real property (land and building), can be held accountable for any unpaid taxes, even for years before the property was purchased.
 - The new owner is liable for the entire year's tax even if property was purchased during the year the taxes were prorated with the seller at the time of closing.
 - Taxes on personal property may have a tax warrant issued and a property seizure done by the Sheriff when personal property becomes delinquent February 1 of the business is moving or going out of business.
 - Disabled or Over 65 Homesteads interested in making quarterly payments must notify our office.
 - Credit Card payments by phone will be charged a fee of 1.8% of the total amount paid.

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration to award annual service contract number FY07-035 to the sole bidder, Rafter P. Transport Inc., New Braunfels, TX in an estimated amount of \$60,000.00 to load and haul dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. The bid price is based on a cost per cubic yard rate. Funding is available in the Utilities Department – Water Treatment Division budget.									
INITIATED BY: Horacio De Leon Jr., Assistant City Manager	STAFF SOURCE: Carl Schwing, Utilities Department Director Francisco Meza Jr., Purchasing Agent									
PREVIOUS COUNCIL ACTION: None										
<p>BACKGROUND: Bids were requested for awarding an annual contract for loading and hauling dry sludge from the Jefferson Water Treatment plant to the City's landfill. The frequency and number of loads vary depending on the City's need but the contract is based on an estimate of 10,000 cubic feet of sludge. All services will be secured on an as need basis.</p> <p>The contract term is for one year with an option to renew this contract for two, one year periods.</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Estimated Qty.</th> <th style="text-align: center;">Unit Cost / CYD</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Dry Plant Sludge</td> <td style="text-align: center;">10,000</td> <td style="text-align: center;">\$6.00</td> <td style="text-align: center;">\$60,000.00</td> </tr> </tbody> </table>				Estimated Qty.	Unit Cost / CYD	Total	Dry Plant Sludge	10,000	\$6.00	\$60,000.00
	Estimated Qty.	Unit Cost / CYD	Total							
Dry Plant Sludge	10,000	\$6.00	\$60,000.00							
<p>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. Funds for this contact are available from the Utilities Department.</p> <p>Water Fund – Hauling Account Number: 557-4120-533-3920</p>										
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this motion be approved.									

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTIONS Consideration to award contract number FY07-027 to the low bidder , RM Personnel, Inc, Laredo, Texas, in an estimate annual amount of \$256,755.60 , for providing contract employees for the Laredo International Airport Department. Temporary contract employees have been requested for dispatchers and customer service agent positions. The term of this contract will be for one year with an option to extend for one additional year. Funding is available in the Airport Fund.
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INITIATED BY: Rafael Garcia Jr., Assistant City Manager	STAFF SOURCE: Jose Flores, Airport Director Francisco Meza, Purchasing Agent
--	---

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received two (2) bids for awarding a contract for providing temporary contract employees for the Airport. The Airport Department is requesting five (5) dispatchers and fourteen (14) customer service agents working 40 hours per week each (24 hours per day). The contract vendor will provide the Customer Service Agent with a professional uniform. All Customer Service Agents must pass a local criminal check and Federal (FBI Fingerprints) background check. The contract vendor will provide liability and worker compensation insurance coverage for these contract employees.

Summary Based on Bid Evaluation Criteria

Job Description	Estimated Hours	RM Personnel	RM Personnel	Tolman Building	Tolman Building
		Total Cost per Hours Paid to the Contractor	Annual Contract Amount	Total Cost per Hours Paid to the Contractor	Annual Contract Amount
Dispatcher	8,760	\$11.25	\$ 98,550.00	\$12.00	\$105,120.00
Customer Service Agent	15,330	\$10.32	\$158,205.60	\$10.67	\$163,571.10
Total			\$256,755.60		\$268691.00

FINANCIAL IMPACT: All items will be purchased on an as need basis. Funds are allocated in the following line item budget:

Department: Airport Security Guard Services
Account Number: 242-3635-583-5532

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTIONS Consideration to award contract FY07-031 to the low bidder, Cantu Electric, Inc, Laredo, Texas in the estimated amount of \$27,961.71 for the replacement of existing electrical panels and the rewiring of existing conduits for the City of Laredo International Airport. The dollar amounts takes into account all labor, material and equipment required to accomplish the project. Funding is available in the Airport Department's budget.
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INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Jose L. Flores, Airport Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received four (4) bids for the replacement of existing electrical panels and the rewiring of existing conduits for building #1005 located at 4608 Daugherty Avenue, Laredo Texas 78041 for the International Airport. The services requested include the installation of five (5) new panels, conduit extensions for primary lines, and the rewiring of existing conduits. The bid price and project completion criteria were used in the evaluation of bids. The proposed service provided by the low bidder, Cantu Electric, Inc, meets the city's requirements.

Summary Based on Bid Evaluation Criteria

Description	Cantu Electric Total Bid	A.M.P Electric Total Bid	Admiral Builders Total Bid	Speedy Electrical Total Bid
Replace Existing electrical panels	\$ 27,961.71	\$ 28,000.00	\$ 33,378.75	\$ 39,100.00
Days to complete project	30	30	21-35	29

FINANCIAL IMPACT: Funding is available in the Airport budget.

Account: Airport Building & Improvements 242-3610-583-2010

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTIONS Consideration to approve a contract with Internetwork Experts (INX), Inc., Austin, TX in the total amount of \$27,760.66, through the State of Texas - Department of Information Resources (DIR) cooperative purchase contracts for providing a software and hardware maintenance contract for the City's institutional network's CISCO routing equipment. Funding is available in the Information Technology departmental budget.	
INITIATED BY: Cynthia Collazo, Acting City Manager		STAFF SOURCE: Beto Ramirez, Information Technology and Support Services Department Director Francisco Meza, Purchasing Agent
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: The State of Texas - Department of Information Resources (DIR) cooperative purchasing program allows municipalities to take advantage of the contract pricing for information technology items and services. Internetwork Experts is a State of Texas DIR contract vendor for CISCO equipment. INX, Inc. DIR Contract number: DIR SDD 329 \$27,760.66		
FINANCIAL IMPACT: Funds for this service contract are available from the following line item budget: ITSS Contractual Services Account Number: 595-5525-513-5588		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE 12-04-06	SUBJECT: MOTION Consideration for approval of the Plans and Specifications for Phase IV of the City of Laredo Residential Sound Insulation Program, as part of the Federal Aviation Regulation Part 150 Noise Compatibility Program; and authorization to advertise for bids for said plans and specifications. The program is funded through the Airport Construction Fund, Grant #47 for Noise Abatement.	
INITIATED BY: Cynthia Collazo Acting City Manager		STAFF SOURCE: Angelo Ferrazzano Real Estate Manager
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: On March 6, 2006, the City Council authorized the City Manager to enter into a Professional Services Contract Renewal Agreement with W. D. Schock Company, Inc., Nashville, Tennessee for the rendering of certain administrative and management services for an approved Airport Noise Compatibility Program, Residential Sound Reduction Project. The Plans and Specifications for Phase IV of the soundproofing of 27 units have been completed, and W. D. Schock Company, Inc., is ready to proceed with the advertising of bid proposals for the soundproofing work to be performed on 27 City-owned units.		
FINANCIAL IMPACT: Funding for this project is available under Land & Water Rights/Land, Account # 433-3671-585-9101.		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff recommends passage of Motion.

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration for approval to award a construction contract to the lowest bidder ALC Construction, LLC., Laredo, Texas, in the bid amount of \$79,285.00 for the CDBG Sidewalks City-Wide Project No. 33 (15 Blocks). Funding is available in the Sidewalks Project No. 33/District VII and District V.							
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer							
PREVIOUS COUNCIL ACTION: On October 16, 2006, City Council approved to amend the City Council action of June 5, 2006, to authorize staff to bid CDBG Sidewalks City-Wide Project No. 33 (5 Blocks – District V and 10 Blocks – District VII) per plans and specifications designed by Puig Engineering Company, Laredo, Texas. This project had been originally assigned to Public Works Department.								
BACKGROUND: The project consists of 15 city blocks of ADA Accessible sidewalks improvements in Districts V and VII. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also includes concrete header curbs, retaining walls, driveways and utility adjustments as required. Plans and specifications were prepared by Puig Engineering, LLC., Laredo, Texas. Two (2) bids were received and opened at the City Secretary's Office on Thursday, November 9, 2006, at 3:00 P.M. as follows:								
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Contractor (Bidder)</th> <th style="text-align: center;">Base Bid</th> </tr> </thead> <tbody> <tr> <td>J. Solis Maintenance and Welding Services Laredo, Texas</td> <td style="text-align: right;">\$92,996.25</td> </tr> <tr> <td>ALC Construction, LLC. Laredo, Texas</td> <td style="text-align: right;">\$79,485.00</td> </tr> </tbody> </table>			Contractor (Bidder)	Base Bid	J. Solis Maintenance and Welding Services Laredo, Texas	\$92,996.25	ALC Construction, LLC. Laredo, Texas	\$79,485.00
Contractor (Bidder)	Base Bid							
J. Solis Maintenance and Welding Services Laredo, Texas	\$92,996.25							
ALC Construction, LLC. Laredo, Texas	\$79,485.00							
<p>The bid and bid bonds were checked and found to be in order. The project specifications states in the Information to Bidders section, "The City reserves the right to award the contract on the basis of the alternative which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors." However, ALC Construction has communicated that these provisions will not affect the bid price. Staff therefore concurs with consultant and recommends award in the bid amount of \$79,285.00 to ALC Construction, LLC., Laredo, Texas.</p> <p>Contract time is forty-five (45) working days after notice to proceed is issued.</p>								
Page 1 of 2								
FINANCIAL IMPACT: Funding is available in the: Sidewalks Project No. 33/District VII - Account No. 211-9140-535-1378 District V – Account No. 211-9140-535-1363								
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.							

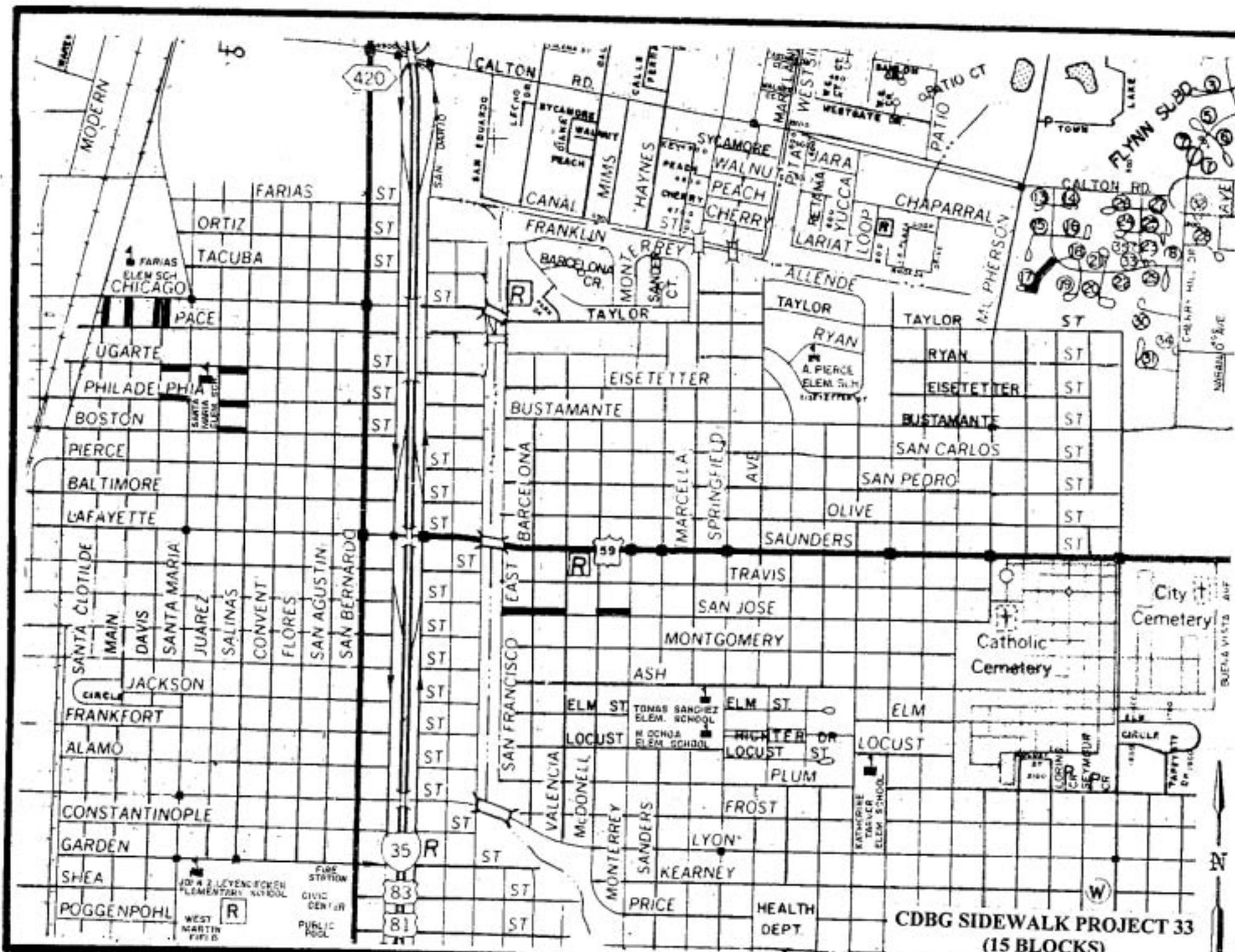
List of sidewalks is as follows:

DISTRICT V

West San Jose	Monterrey Avenue	McDonnell	North	1
West San Jose	Valencia Avenue	San Francisco Avenue	North	2
Teakwood	Ponderosa	Approximately 600 L.F.	North	2
TOTAL NO. OF BLOCKS				5 BLOCKS

DISTRICT VII

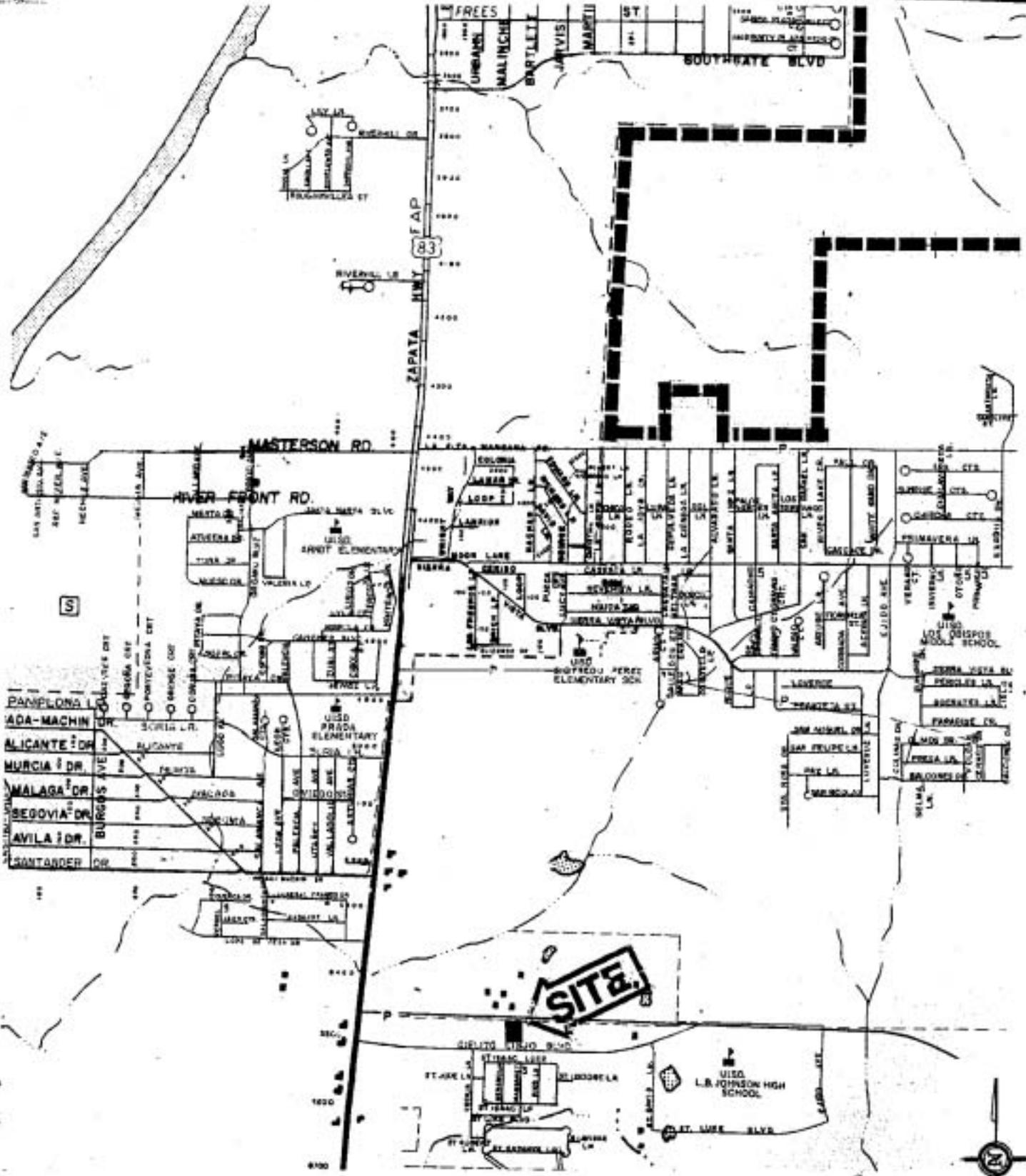
Boston	Juarez	Salinas	North	1
Philadelphia	Juarez	Salinas	South	1
Philadelphia	Santa Maria	Davis	North	1
Ugarte	Juarez	Salinas	South	1
Ugarte	Santa Maria	Davis	South	1
Ugarte	Santa Maria	Juarez		1
Davis	Chicago	Pace	East	1
Davis	Chicago	Pace	West	1
Main	Chicago	Pace	West	1
Santa Cleotilde	Chicago	Pace	East	1
TOTAL NO. OF BLOCKS				10 BLOCKS



**CDBG SIDEWALK PROJECT 33
(15 BLOCKS)**

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration for approval to award a construction contract to the lowest qualified bidder Zertuche Construction Company, Laredo, Texas, in the bid amount of \$330,550.00 for the Police Substation for Fire Station No. 14 at Cielito Lindo Blvd. Funding is available in the 2006 CO Issue.							
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer							
PREVIOUS COUNCIL ACTION: None.								
BACKGROUND: The work of this contract comprises the general construction of a Police Substation at Fire Station No. 14, Cielito Lindo Blvd., approximately 1,080 square feet in Laredo, Texas, Webb County, for the City of Laredo. Plans and specifications were prepared by Sepulveda Associates Architects, Inc., Laredo, Texas. Two (2) bids were received and opened at the City Secretary's Office on Thursday, November 9, 2006, at 2:00 P.M. as follows:								
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Contractor (Bidder)</th> <th style="text-align: center;">Base Bid</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Alamo Builders, Inc. Laredo, Texas</td> <td style="text-align: center;">\$153,818.00</td> </tr> <tr> <td style="text-align: center;">Zertuche Construction Company Laredo, Texas</td> <td style="text-align: center;">\$330,550.00</td> </tr> </tbody> </table>			Contractor (Bidder)	Base Bid	Alamo Builders, Inc. Laredo, Texas	\$153,818.00	Zertuche Construction Company Laredo, Texas	\$330,550.00
Contractor (Bidder)	Base Bid							
Alamo Builders, Inc. Laredo, Texas	\$153,818.00							
Zertuche Construction Company Laredo, Texas	\$330,550.00							
The lowest bidder Alamo Builders, Inc., Laredo, Texas, did not submit the required bid security, bond or cashier's check. Alamo Builders, Inc., also communicated that they had made an error in their bid. Staff therefore concurs with consultant and recommends award in the bid amount of \$330,550.00 to the lowest qualified bidder Zertuche Construction Company, Laredo, Texas. Contract time is one hundred thirty (130) working days after notice to proceed is issued.								
FINANCIAL IMPACT: Funding is available in the 2006 CO Issue. Account No. 461-9854-535-4892								
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.							



CONSIDERATION FOR APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO THE LOWEST QUALIFIED BIDDER FOR THE POLICE SUBSTATION FOR FIRE STATION No. 14 AT CIELITO LINDO BLVD.

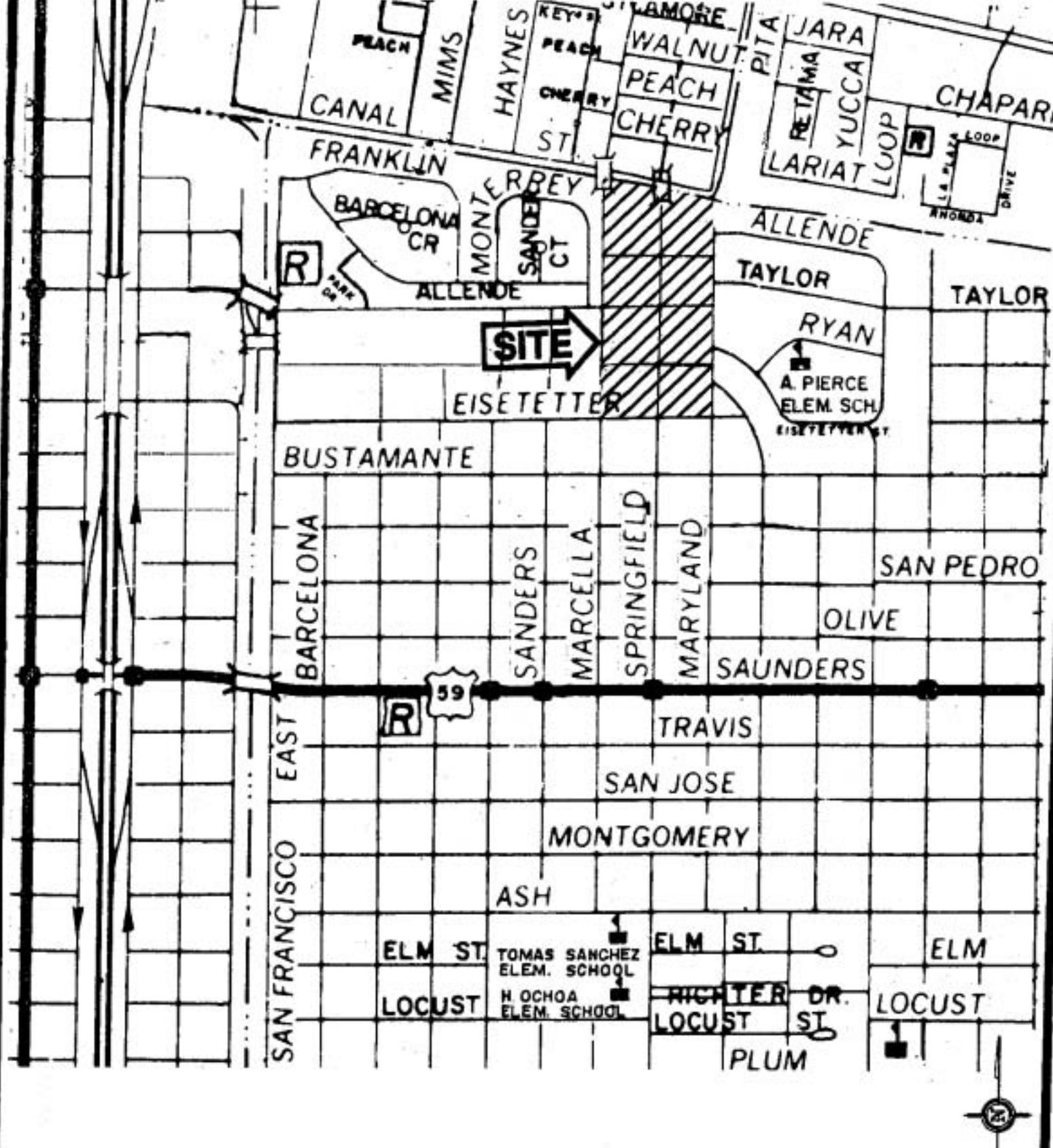
City Council Meeting
December 4, 2006

CITY OF LAREDO
ENGINEERING DEPARTMENT
1115 HOLSTON ST. P.O. BOX 579 PH. 781-7246 FAX (715) 781-7246

AGENDA ITEM

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration for approval to award a construction contract to the lowest bidder Jimmy Closner and Sons Construction Company, Mercedes, Texas, in the bid amount of \$572,797.51 for the Maryland/Taylor Straightening, Widening, Street and Drainage Improvement Project. Funding is available in the 2005 CO Bond.																		
INITIATED BY: Cynthia Collazo, Acting City Manager		STAFF SOURCE: Rogelio Rivera, P.E., City Engineer																	
PREVIOUS COUNCIL ACTION: None.																			
BACKGROUND: The project consists of street straightening, reconstruction, and stormwater improvements along 8 city blocks in District IV. These improvements consist of approximately 2,500 LF of stormwater pipe ranging from 24" to 48" in diameter, 17 slot inlets, junction boxes, street reconstruction, utility adjustments, and pollution prevention appurtenances as required. Plans and specifications were prepared by Crane Engineering Corporation, Laredo, Texas. Three (3) bids were received and opened at the City Secretary's Office on Friday, November 17, 2006, at 3:30 P.M. as follows:																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Contractor (Bidder)</th> <th style="width: 15%;">Base Bid (Reinforced Concrete Pipe)</th> <th style="width: 15%;">Alternate No. 1 (HDPE)</th> <th style="width: 25%;">Alternate No. 2 (PVC)</th> </tr> </thead> <tbody> <tr> <td>J. Solis Maintenance and Welding Services Laredo, Texas</td> <td style="text-align: right;">\$595,552.75</td> <td style="text-align: right;">(\$16,239.75)</td> <td style="text-align: right;">(\$25,365.25)</td> </tr> <tr> <td>ALC Construction, LLC. Laredo, Texas</td> <td style="text-align: right;">\$725,715.00</td> <td style="text-align: center;">\$-0-</td> <td style="text-align: center;">\$-0-</td> </tr> <tr> <td>Jimmy Closner and Sons Construction Company Mercedes, Texas</td> <td style="text-align: right;">\$572,797.51</td> <td style="text-align: right;">(\$27,750.26)</td> <td style="text-align: right;">(\$10,279.89)</td> </tr> </tbody> </table>				Contractor (Bidder)	Base Bid (Reinforced Concrete Pipe)	Alternate No. 1 (HDPE)	Alternate No. 2 (PVC)	J. Solis Maintenance and Welding Services Laredo, Texas	\$595,552.75	(\$16,239.75)	(\$25,365.25)	ALC Construction, LLC. Laredo, Texas	\$725,715.00	\$-0-	\$-0-	Jimmy Closner and Sons Construction Company Mercedes, Texas	\$572,797.51	(\$27,750.26)	(\$10,279.89)
Contractor (Bidder)	Base Bid (Reinforced Concrete Pipe)	Alternate No. 1 (HDPE)	Alternate No. 2 (PVC)																
J. Solis Maintenance and Welding Services Laredo, Texas	\$595,552.75	(\$16,239.75)	(\$25,365.25)																
ALC Construction, LLC. Laredo, Texas	\$725,715.00	\$-0-	\$-0-																
Jimmy Closner and Sons Construction Company Mercedes, Texas	\$572,797.51	(\$27,750.26)	(\$10,279.89)																
The bid and bid bonds were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the bid amount of \$572,797.51 to Jimmy Closner and Sons Construction Company, Mercedes, Texas.																			
Contract time is one hundred thirty-five (135) working days after notice to proceed is issued.																			
FINANCIAL IMPACT: Funding is available in the 2005 CO Bond. Account No. 460-9852-535-4882 Maryland/Taylor Drainage.																			
COMMITTEE RECOMMENDATION: N/A.		STAFF RECOMMENDATION: Approval of Motion.																	



CONSIDERATION FOR APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE MARYLAND/TAYLOR STRAIGHTENING, WIDENING, STREET AND DRAINAGE IMPROVEMENTS PROJECT

City Council Meeting
December 4, 2006

CITY OF LAREDO
ENGINEERING DEPARTMENT

AGENDA ITEM

1110 HOUSTON ST. P.O. BOX 578 PH. 781-7346 FAX (214) 781-7446

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration for approval of the list of streets for the FY 2006-2007 Street Recycling Project and approval to bid the project. The projects budget includes approximately 20 blocks per District as provided in the list attached. Funding is available in the General Fund and Capital Improvement Fund.	
INITIATED BY: Cynthia Collazo, Acting City Manager		STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Alejandro Labrada, Public Works Director
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: The following is a list of streets proposed to be recycled for FY 2006-2007 to be constructed city wide. This list of streets has already been cleared by the Utilities Coordination Committee and are ready to be recycled. It includes approximately 20 blocks per District for a total of 160 blocks. Please be informed that if any new streets are added, same will need to be cleared by all Utilities and the Utilities Coordination Committee and funding identified before construction can be scheduled. Attached is the list of streets.		
FINANCIAL IMPACT: Funding is available in the General Fund and Capital Improvement Fund. Account No. 101-2730-532-3014 and Account No. 402-4323-535-4258		
COMMITTEE RECOMMENDATION: N/A.		STAFF RECOMMENDATION: Approval of Motion.

CITY OF LAREDO
Proposed 2006-2007 Street Recycling Project

District	Street Name		Original Schedule	No. of Blocks	Blocks	
					Pending	Ready
I	Norton St.	(Malinche - Milmo)	2003-2004	4		4
I	Palo Blanco St.	(US 83 - Martin)	2004-2005	4.5		4.5
I	Saltillo St.	(US 83 - Martin)	2004-2005	3.5		3.5
I	S. Bartlett Ave.	(Zacatecas - San Luis)	2004-2005	3		3
I	San Luis St.	(Jarvis - Milmo)	2004-2005	2		2
I	S. India Ave.	(Chestnut - Pine)	2004-2005	1		1
I	Zamora Ave.	(Pine St. - 1/2 Blk North of San Salvador)	2004-2005	1.5		1.5
I	Dryden Ave.	(Pine St. - San Salvador)	2004-2005	1		1
			Subtotal			20.5
I	Frees St.	(Bartlett - Arkansas)	2004-2005	6		6
I, II	Pine St.	(New York - Ejido)	2004-2005	4	4	
I	Pine St.	(Ejido - Zamora)	2004-2005	3	3	
II	Ash St.	(Canada - Smith)	2004-2005	2		2
II	Locust St.	(Canada - Ejido)	2004-2005	3		3
II	Corpus Christi St.	(Arkansas - Smith)	2004-2005	4		4
II	Laredo St.	(Milmo - Arkansas)	2004-2005	3		3
II	Guerrero St.	(Arkansas - Canada)	2005-2006	2		2
II	Canada Ave.	(Mier - Guerrero)	2005-2006	2		2
II	Milmo Ave.	(Barrios - Napoleon)	2005-2006	3		3
II	Arkansas Ave.	(Barrios - Boulanger)	2006-2006	1		1
			Subtotal			20
II	Garfield St.	(Milmo - Arkansas)	2004-2005	3	3	
II	Frost St.	(Arkansas - Ejido)	2004-2005	5	5	
III	Castro Urdiales Dr.	(Santander - Prada Machin)	2004-2005	5		5
III	Prada Machin Dr.	(US 83 - Castro Urdiales)	2004-2005	15		15
			Subtotal			20
III	Garfield St.	(Malinche - Milmo)	2003-2004	4	4	
III	Stone Ave.	(Freemont - Lane)	2003-2004	1	1	

CITY OF LAREDO
Proposed 2006-2007 Street Recycling Project

District	Street Name		Original Schedule	No. of Blocks	Blocks	
					Pending	Ready
IV	Poggenpohl St.	(San Leonardo - East to Cul-de-Sac)	2004-2005	1		1
IV	Reynolds St.	(Logan - Tilden)	2004-2005	1		1
IV	O'Kane St.	(Tilden - Hendricks)	2004-2005	1		1
IV	Buena Vista Ave.	(Gustavus - Clark)	2004-2005	1		1
IV	Price St.	(Buena Vista - Urbahn)	2004-2005	1		1
IV	Texas Ave.	(Gustavus - Clark)	2004-2005	1		1
IV	Stewart St.	(Texas - Louisiana)	2004-2005	1		1
IV	Kearney St.	(Martin - Arkansas)	2004-2005	4		4
IV	Martin Ave.	(Lyon - Kearney)	2004-2005	1		1
IV	Plum St.	(Lexington - Cedar)	2004-2005	1		1
IV	Frost St.	(McPherson - Stone)	2004-2005	1		1
IV	Lexington Ave.	(San Carlos - San Pedro)	2004-2005	1		1
IV	San Carlos St.	(Logan - Tilden)	2004-2005	1		1
IV	Tilden Ave.	(Bustamante - Allende)	2004-2005	4		4
Subtotal						20
IV	Hendricks Ave.	(Taylor - Allende)	2004-2005	1		1
IV	McClelland Ave.	(Taylor - Allende)	2004-2005	1		1
V	Hidden Ln.	(Gale - Sunridge Lp.)	2003-2004	3		3
V	Peach Ln.	(Diana - Gallagher)	2004-2005	1		1
V	Walnut Ln.	(Diana - Gallagher)	2004-2005	1		1
V	Diana Ln.	(Walnut - Sycamore)	2004-2005	1		1
V	Mayberry St.	(Gallagher - West to School Gate)	2004-2005	1		1
V	Gallagher Ave.	(Mayberry - Primerose)	2004-2005	4		4
V	Gumwood Dr.	(Primerose - Cul-de-sac)	2004-2005	2.5		2.5
V	Hickory	(Gumwood - Gallagher)	2004-2005	1.5		1.5
V	Oak Cr.	(Gallagher - Cul-de-sac)	2004-2005	1.5		1.5
V	Palm Cr.	(Gallagher - Cul-de-sac)	2004-2005	1.75		1.75
V	Redwood Cr.	(Gallagher - Cul-de-sac)	2004-2005	1.75		1.75
Subtotal						20
V	Primerose	(Gumwood - Gallagher)	2004-2005	2		2
V	Alabama Ave.	(Mayberry - Alabama Cr.)	2004-2005	3.5		3.5
V	Arizona Loop	(Alabama - East Arizona Lp.)	2004-2005	2		2
V	Alaska Cr.	(Arizona - Cul-de-sac)	2004-2005	0.5		0.5
V	Arizona Cr.	(Arizona - Cul-de-sac)	2004-2005	0.5		0.5
V	Georgia	(Alabama - East Arizona Lp.)	2004-2005	2		2
V	Florida	(Alabama - East Arizona Lp.)	2004-2005	2		2

CITY OF LAREDO
Proposed 2006-2007 Street Recycling Project

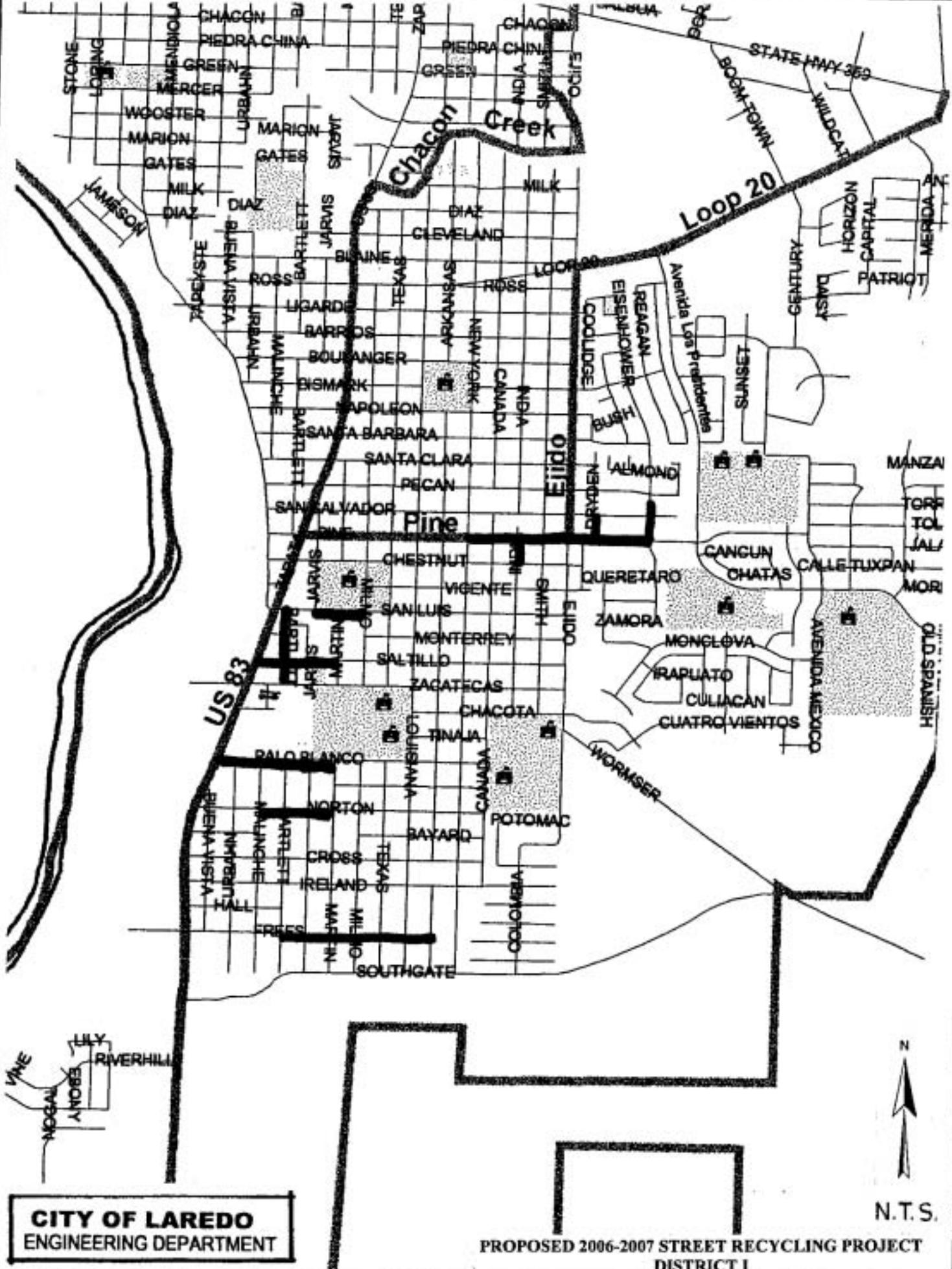
District	Street Name		Original Schedule	No. of Blocks	Blocks	
					Pending	Ready
VI	Boise Way	(Widener - Merlin)	2003-2004	5.5		5.5
VI	Boise Way	(Manor - Plymouth)	2003-2004	1		1
VI	Martens Dr.	(Fenwick - 1 Blk South of Fenwick)	2003-2004	1		1
VI	Graceland Dr.	(Beverly - Highland)	2003-2004	3		3
VI	Highland Dr.	(East of Beverly - Cul-de-Sac west of Carrol)	2003-2004	3		3
VI	Regal Dr.	(Oxford - Grand)	2004-2005	3		3
VI	Canterbury Ln.	(Oxford - Regal)	2004-2005	2		2
VI	Amador Salinas	(1 Blk West of North Ave. - 1 Blk East of North Ave.)	2004-2005	2		2
Subtotal						20.5
VI	Puerto Escondido Lp.	(W. International Blvd. - E. International Blvd.)	2004-2005	4		4
VI	North Ave.	(Antonia - North to Cul-de-Sac)	2004-2005	4		4
VI	Antonia	(Broadcrest - North Ave.)	2004-2005	1		1
VI	Country Club Blvd.	(Country Club Dr. - Kimberley Dr.)	2004-2005	14		14
VII	River Bank Dr.	(Bristol Rd. - Abbeville Dr.)	2003-2004	3		3
VII	Atlanta Dr.	(Bristol Rd. - 1/2 north fo Lowry Rd.)	2004-2005	4		4
VII	Acadia Loop	(W. Lowry Rd. - E. Lowry Rd.)	2004-2005	4		4
VII	Mann Rd.	(Santa Maria - San Bernardo)	2004-2005	3.5		3.5
VII	South Lane	(Middle Ln. - Riverside)	2004-2005	2		2
VII, VIII	Sherman St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VII	Burnside St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VII	Madison St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VII	Pierce St.	(San Agustin - San Bernardo)	2004-2005	1		1
Subtotal						20.5
VII	Justo Penn St.	(Riverside - Middle)	2004-2005	2.5		2.5
VII	Middle Ave.	(Justo Penn - South Ln.)	2004-2005	2.5		2.5
VII	Orlean Loop	(W. Bristol Rd. - E. Bristol Rd.)	2003-2004	7	7	

CITY OF LAREDO
Proposed 2006-2007 Street Recycling Project

District	Street Name		Original Schedule	No. of Blocks	Blocks	
					Pending	Ready
VIII	Washington St.	(Santa Rita - Pinder) Under the Bridge	2003-2004	5		5
VIII	Main Ave.	(Blair - Jackson)	2004-2005	1		1
VIII	Garden St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Shea St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Poggenpohl St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Gonzalez St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Bruni St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Garcia St.	(San Bernardo - Santa Ursula)	2004-2005	1		1
VIII	Park St.	(San Dario - Zacate Creek Bridge)	2004-2005	5.5		5.5
VIII	Garcia St.	(San Jorge - San Enrique)	2004-2005	1		1
VIII	Coke St.	(San Eduardo - San Jorge)	2004-2005	2		2
Subtotal						20.5
VIII	Vidaurre Ave.	(Victoria St. - Moctezuma)	2003-2004	2		2
VIII	Davis Ave.	(Blair - Frankfort)	2004-2005	2		2
VIII	Garza St.	(San Eduardo - San Enrique)	2004-2005	3	3	
VIII	San Enrique Ave.	(Benavides - Callaghan)	2004-2005	2	2	
VIII	San Jorge Ave.	(Scott - Benavides)	2004-2005	2	2	

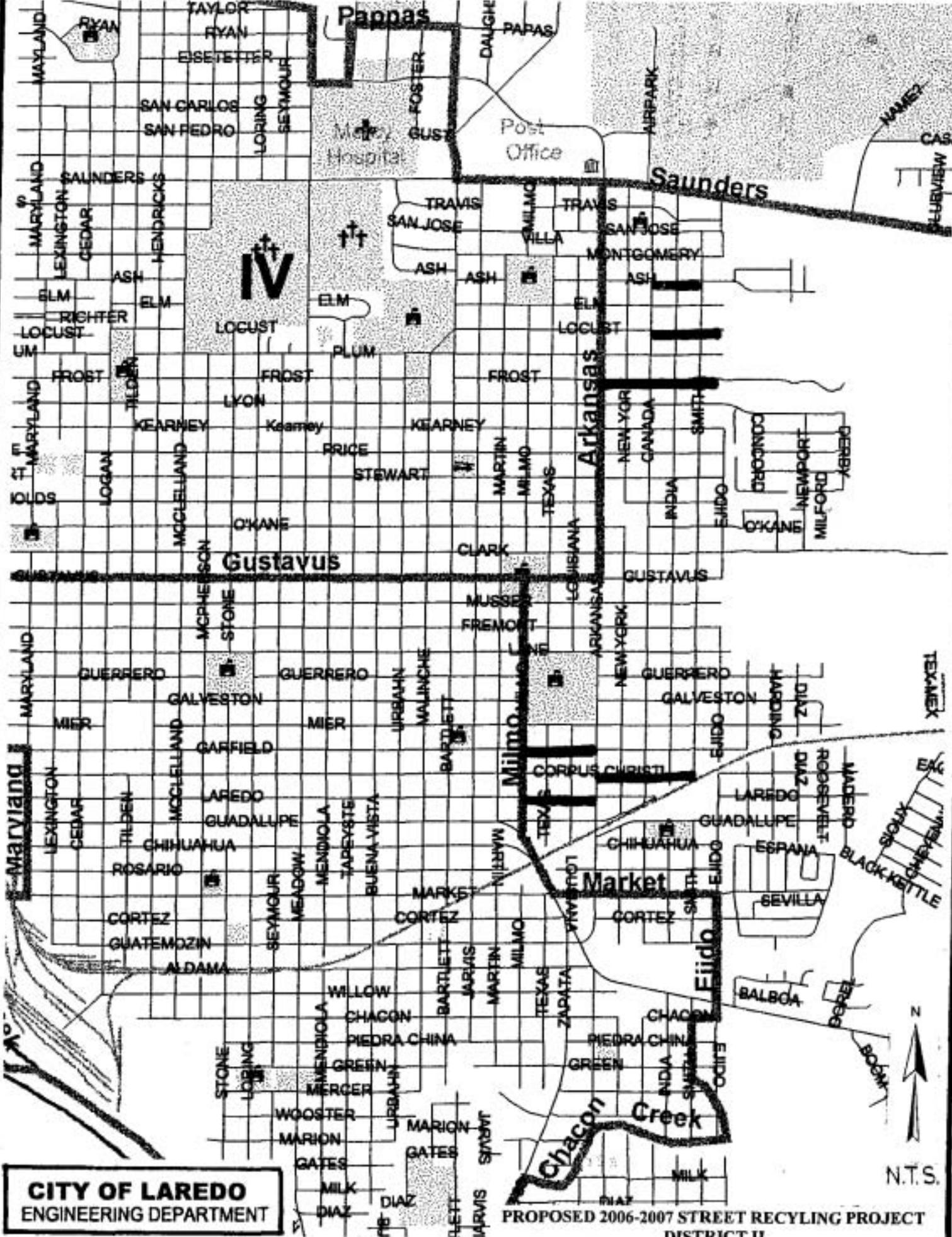
GRAND TOTAL

162



CITY OF LAREDO
ENGINEERING DEPARTMENT

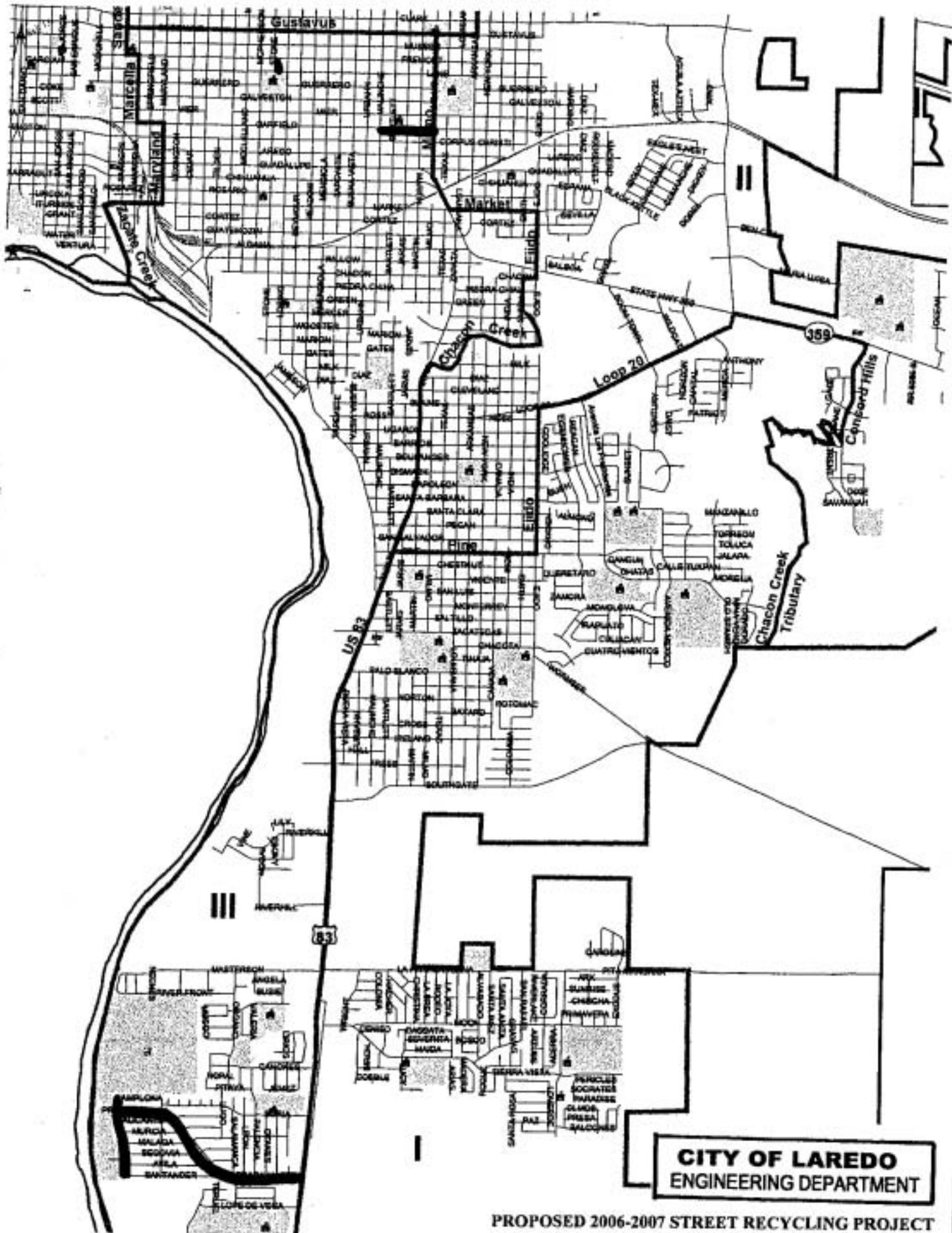
PROPOSED 2006-2007 STREET RECYCLING PROJECT
DISTRICT I



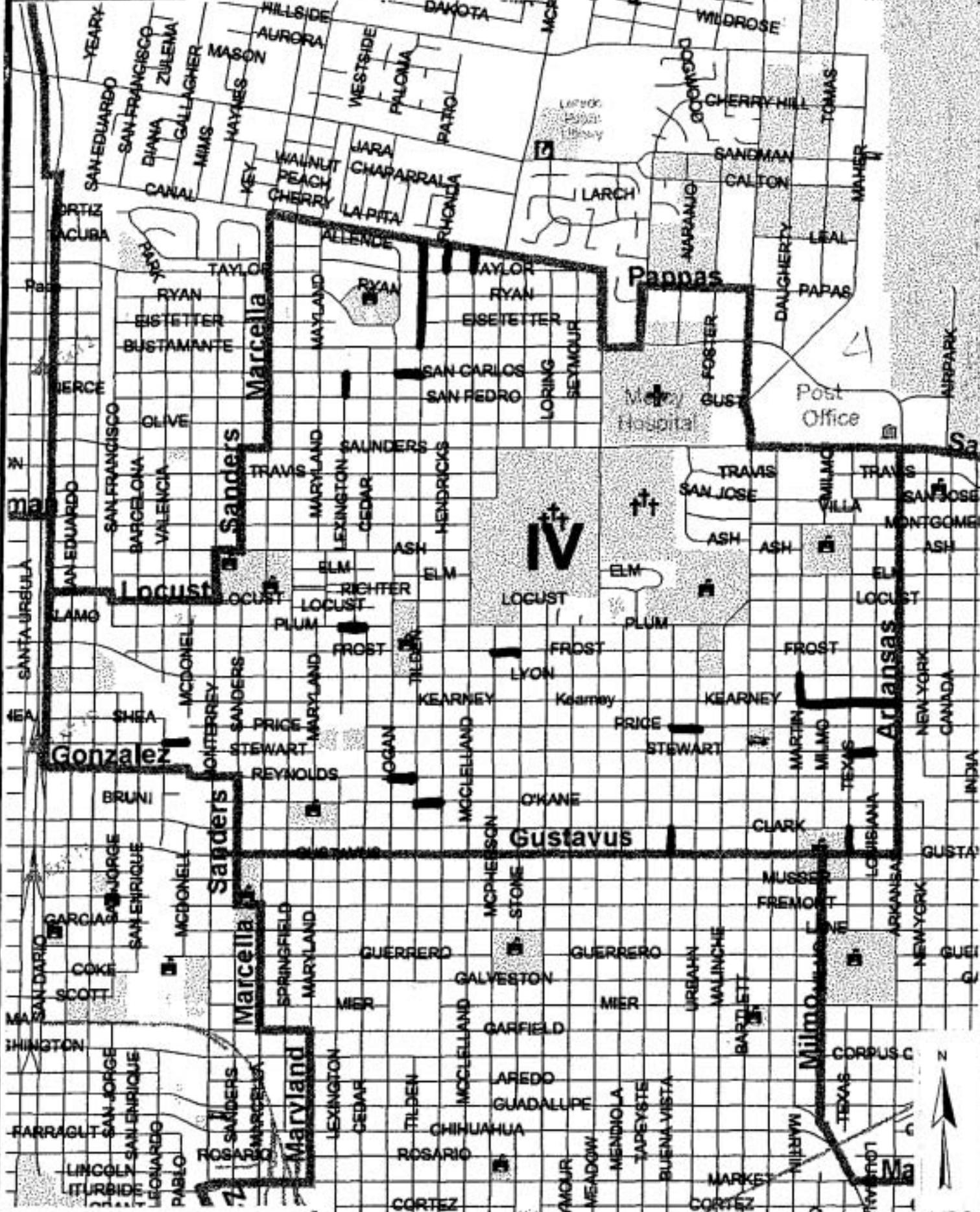
CITY OF LAREDO
ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
DISTRICT II





PROPOSED 2006-2007 STREET RECYCLING PROJECT
DISTRICT III

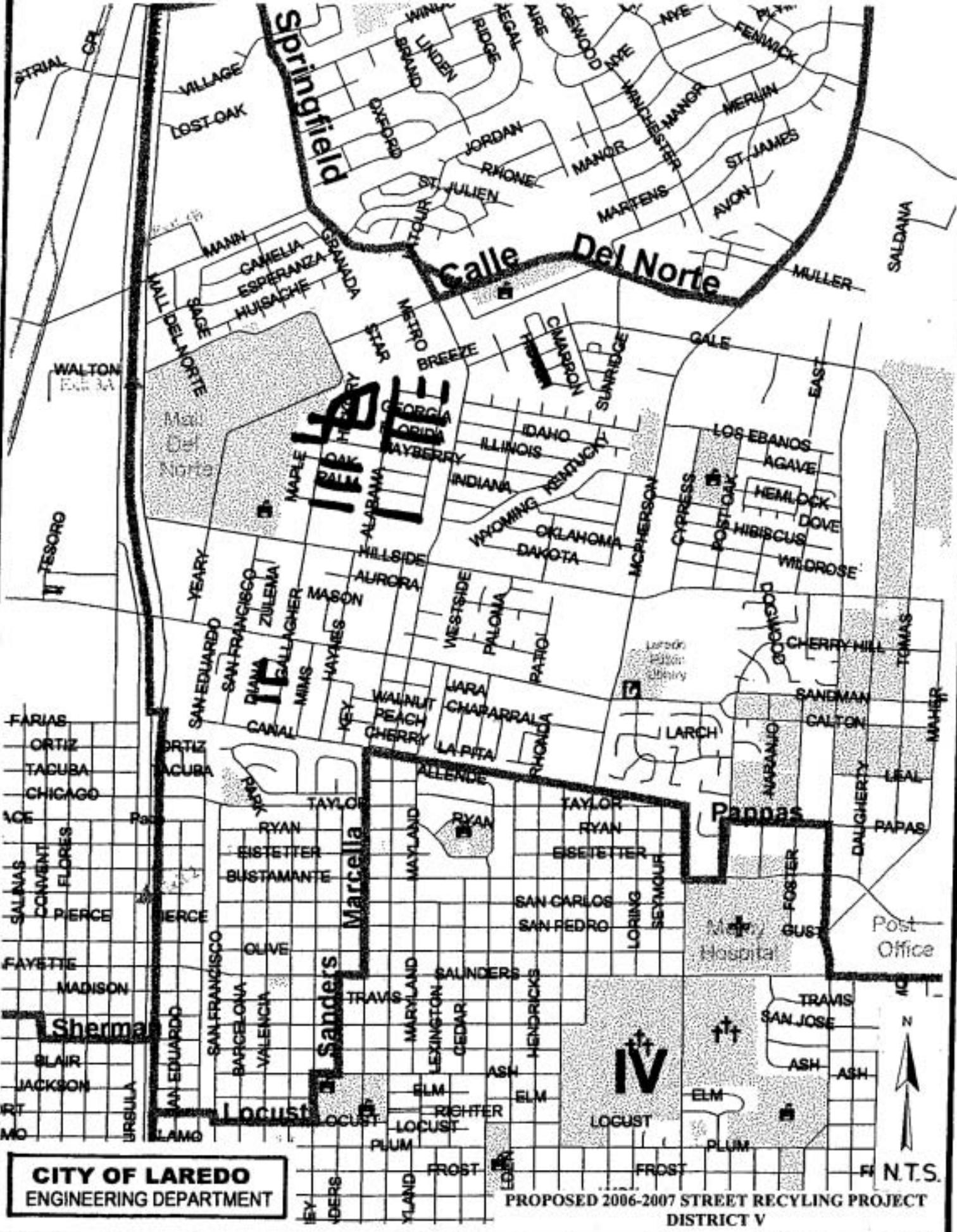


CITY OF LAREDO
ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
 DISTRICT IV



N.T.S.



CITY OF LAREDO
ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
 DISTRICT V



CITY OF LAREDO
ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
 DISTRICT VI

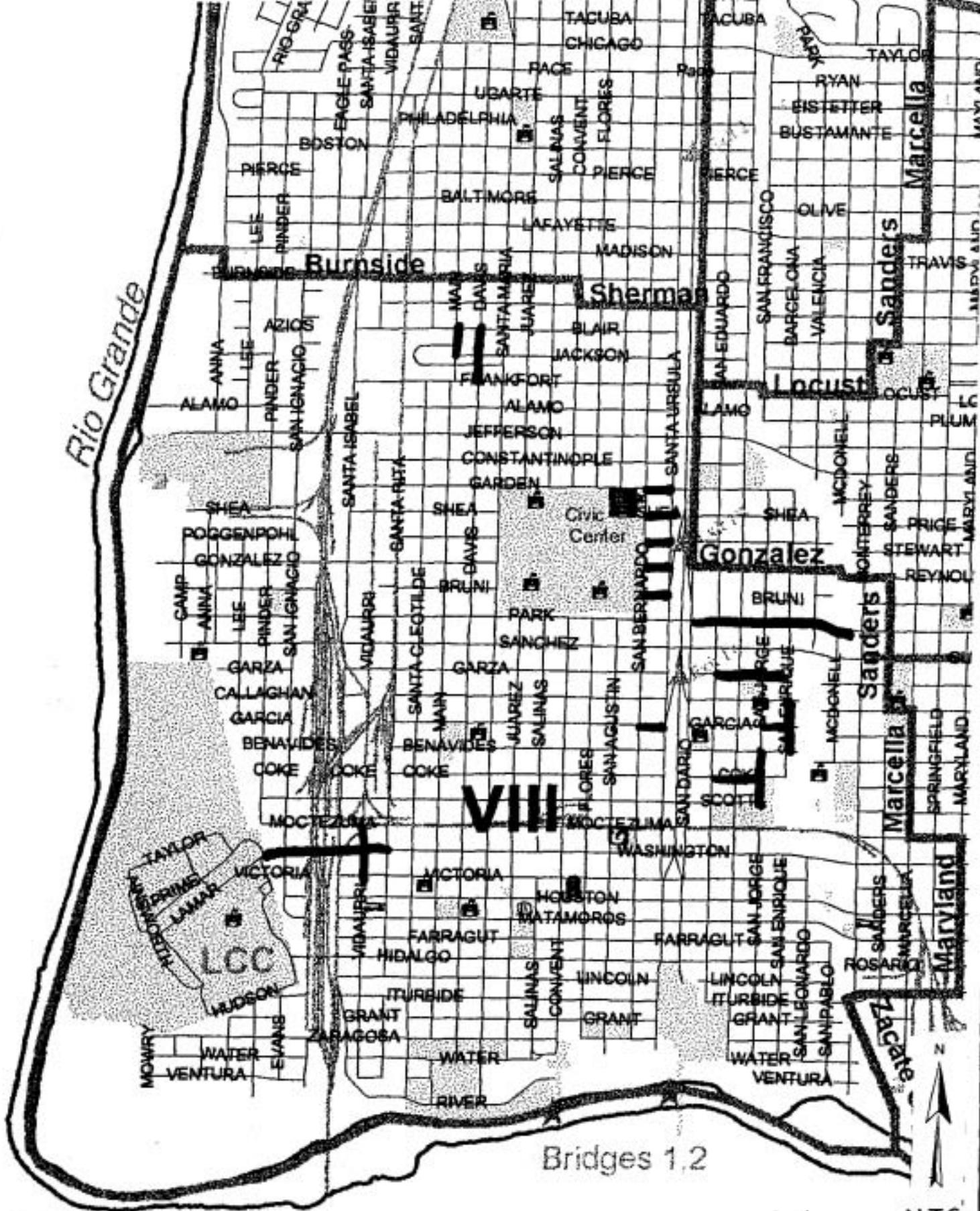
Laredo
 International
 Airport



CITY OF LAREDO
ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
DISTRICT VII

Rio Grande



VIII

Bridges 1, 2



N.T.S

CITY OF LAREDO
 ENGINEERING DEPARTMENT

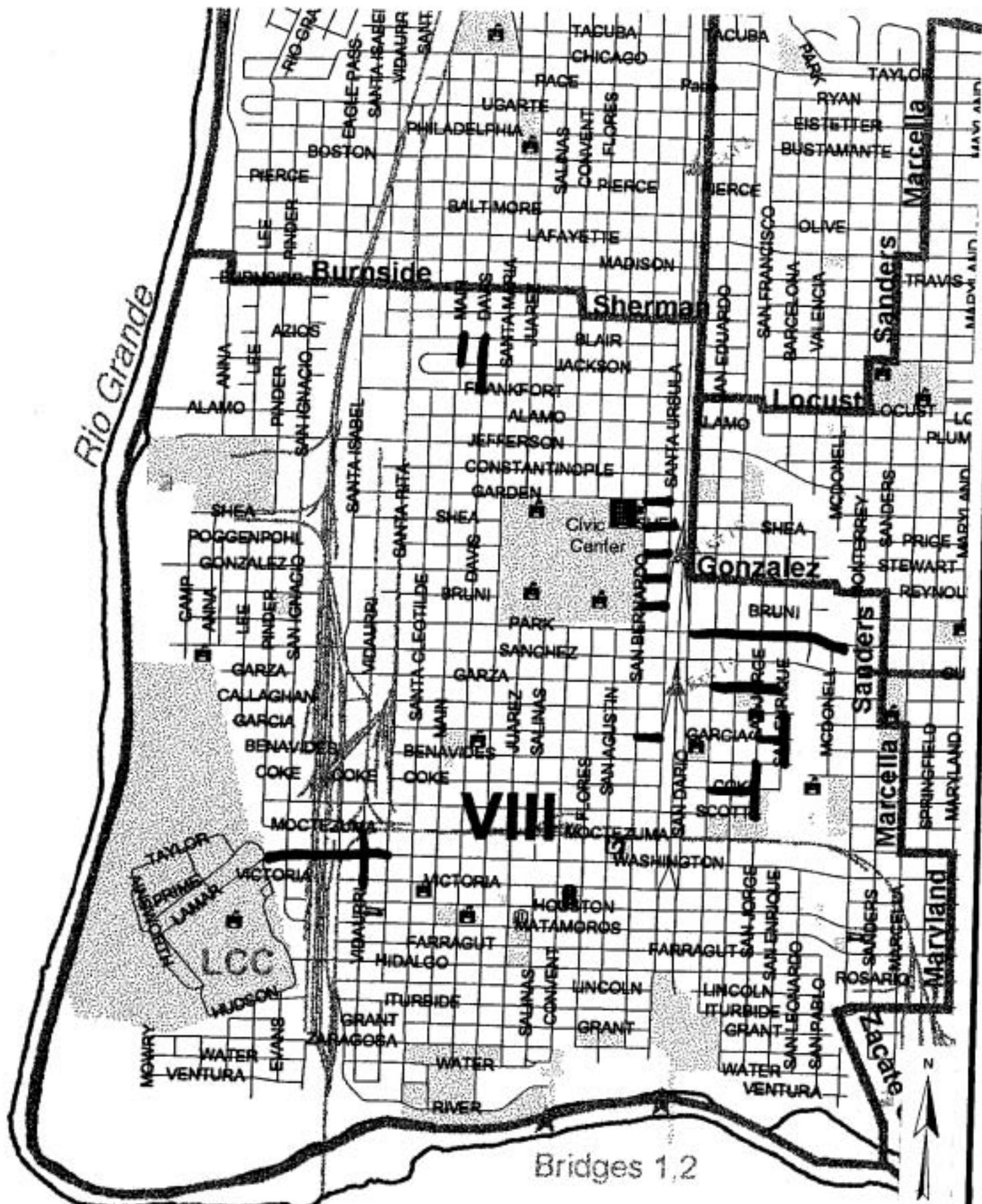
PROPOSED 2006-2007 STREET RECYCLING PROJECT
 DISTRICT VIII

CITY OF LAREDO
ENGINEERING DEPARTMENT



PROPOSED 2006-2007 STREET RECYCLING PROJECT
DISTRICT VII

Rio Grande



CITY OF LAREDO
 ENGINEERING DEPARTMENT

PROPOSED 2006-2007 STREET RECYCLING PROJECT
 DISTRICT VIII

N.T.S.

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration for approval of change order no. 3 a decrease of \$21,737.00 for the balance of quantities actually constructed in place, acceptance of the Laredo International Bridge II Widening and approval final payment in the amount of \$65,903.70 to Rhino Builders, Ltd., Laredo, Texas. Final contract amount is \$734,683.75. Funding is available in the Bridge System Fund.	
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Director	
PREVIOUS COUNCIL ACTION: On June 5, 2006, City Council approved change order no. 2 an increase of \$75,707.00 for modifications on the lane configurations to the construction contract with Rhino Builders, Ltd., Laredo, Texas, for the Laredo International Bridge II Widening Project.		
BACKGROUND: The original project consisted of modification from an existing configuration of 3 lanes northbound/ 3 lanes southbound to 4 north/4 south, while eliminating the sidewalk on the east side, and reducing the sidewalk on the west side. The project also provided for the construction of a secure electronic network for travelers rapid inspection (SENTRI) lane north bound. The work also included a concrete overlay, relocation of light poles, and other electrical work. Plans and specifications were prepared by Halliburton KBR, Austin, Texas. This change order no. 3 is for the balance of quantities actually constructed in place. Original construction contract amount.....\$670,243.75 (Approved by City Council on October 3, 2005) Change order no. 1.....\$ 10,470.00 (Approved by City Manager on March 10, 2006) To establish allowance for the testing of materials. Change order no. 2.....\$ 75,707.00 (Approved by City Council on June 5, 2006) For modifications on the lane configurations. This change order no. 3.....<u>\$(21,737.00)</u> Final construction contract amount.....\$734,683.75 This project was completed within the contract time allotted.		
FINANCIAL IMPACT: Funding is available in the Bridge System Fund. Improvements Other Than Buildings – Account No. 553-4065-5335-9301 - \$30,704.75 Retainage Payable – Restricted – Account No. 553-0000-206-0110 - \$35,198.95		
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.	



**CONSIDERATION FOR APPROVAL OF CHANGE ORDER No. 3, AND
ACCEPTANCE OF THE LAREDO INTERNATIONAL BRIDGE II
WIDENING PROJECT AND APPROVAL OF FINAL PAYMENT**

City Council Meeting
December 4, 2006

**CITY OF LAREDO
ENGINEERING DEPARTMENT**

AGENDA ITEM

1118 HOUSTON ST. P.O. BOX 578 PH. 781-3246 FAX (214) 781-3246

COUNCIL COMMUNICATION

DATE: 12-04-06	SUBJECT: MOTION Motion to authorize the City Manager to execute seventeen (17) Hotel/Motel Tax Fund third party contracts for the fiscal year 2006-2007 for a total of \$455,000.00 The contracts are listed in Attachment "A".
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE: Diana L Fullerton, Coordinator Nonprofit Management and Volunteer Center
PREVIOUS COUNCIL ACTION: Appropriations approved on September 18, 2006 Council meeting through the adoption of the FY 2006-2007 Budget.	
BACKGROUND: Data was requested from all agencies. Performance standards, goals and objectives, financial statements, bylaws, articles of incorporation, purchasing policies, insurance, etc., were submitted and are on file. All information regarding these contracts were submitted to the City Secretary's Office and filed at the Nonprofit Management and Volunteer Center.	
FINANCIAL: The contracts total to \$455,000.00 and the source of revenues is in the Hotel/Motel Tax Fund, and from the accounts listed on Attachment "A"	
COMMITTEE RECOMENDATION: City Council to approve motion.	STAFF RECOMMENDATION: City Council to approve motion.

COUNCIL COMMUNICATION

ATTACHMENT "A"

The contract account and amount are listed below:

Lulac 12	244-4920-553-54-02	\$ 5,000.00
Society of Martha Washington	244-4920-553-54-03	\$ 10,000.00
Border Olympics	244-5920-553-54-04	\$ 31,500.00
Latin American Hall of Fame	244-4920-553-54-05	\$ 8,500.00
Lulac 7	244-4920-553-54-06	\$ 5,000.00
Cola Blanca	244-4920-553-54-07	\$ 16,200.00
WBCA	244-4920-553-54-08	\$ 40,000.00
Streets of Laredo	244-4920-553-54-72	\$ 9,000.00
Laredo Little Theater	244-4930-553-54-12	\$ 31,740.00
Laredo Philharmonic Orchestra	244-4930-553-54-13	\$ 38,000.00
Webb County Heritage Foundation	244-4930-553-54-16	\$ 49,000.00
Laredo Children's Museum	244-4930-553-54-19	\$ 49,000.00
Laredo Center for the Arts	244-4930-553-54-21	\$150,000.00
LCC Productions	244-4930-553-54-28	\$ 5,000.00
Laredo Philharmonic Chorale	244-4920-553-54-29	\$ 2,340.00
Mexican Cultural Institute	244-4930-553-54-74	\$ 1,720.00
TAMIU Dance Productions	244-4930-553-54-26	\$ 3,000.00

COUNCIL COMMUNICATION

DATE: 12-04-06	SUBJECT: MOTION Motion to authorize the City Manager to execute twenty six (26) General Fund third party contracts for the fiscal year 2006-2007 for a total of \$341,000.00. The contracts are listed on attachment "A".	
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE: Diana I. Fullerton, Coordinator Nonprofit Management and Volunteer Center	
PREVIOUS COUNCIL ACTION: Appropriations approved on September 18, 2006 Council meeting through the adoption of the FY 2007 Budget.		
BACKGROUND: Data was requested from all agencies. Performance standards, goals and objectives, financial statements, bylaws, articles of incorporation, purchasing policies, insurance, etc., were submitted and are on file. All information regarding these agencies were submitted to the City Secretary's Office and filed at the Nonprofit Management and Volunteer Center.		
FINANCIAL: The contracts total to \$341,000.00 and the source of revenues is in the General Fund, and from the accounts listed on attachment "A".		
COMMITTEE RECOMENDATION: City Council to approve the motion.	STAFF RECOMMENDATION: City Council to approve the motion.	

COUNCIL COMMUNICATION

ATTACHMENT "A"

The contract account numbers and amounts are listed below:

Laredo Crime Stoppers	101-3010-543-54-33	\$ 5,000.00
Laredo Regional Food Bank	101-3010-543-54-37	\$ 9,375.00
South Texas Food Bank	101-3010-543-54-38	\$ 24,875.00
Laredo Webb NHS	101-3010-543-54-40	\$ 2,000.00
CAA Elderly Nutrition	101-3010-543-54-44	\$ 12,500.00
CAA Meals on Wheels	101-3010-543-54-45	\$ 12,125.00
Bethany House	101-3010-543-54-46	\$ 18,500.00
SCAN	101-3010-543-54-49	\$ 13,500.00
LISD Crime Stoppers	101-3010-543-54-50	\$ 2,813.00
Children's International Advocacy	101-3010-543-54-52	\$ 22,500.00
Boy's and Girls Club of Laredo	101-3010-543-54-53	\$ 41,000.00
BANC	101-3010-543-54-55	\$ 28,125.00
Literacy Volunteers of Laredo	101-3010-543-54-56	\$ 2,625.00
Sacred Heart Children's Home	101-3010-543-54-58	\$ 11,000.00
BEST	101-3010-543-54-61	\$ 5,274.00
Communities in Schools	101-3010-543-54-62	\$ 5,625.00
Rio Grande International Study Center	101-3010-543-54-63	\$ 10,000.00
Veterans Coalition	101-3010-543-54-64	\$ 51,000.00
Casa de Misericordia	101-3010-543-54-66	\$ 15,375.00
STCADA	101-3010-543-54-70	\$ 5,000.00
Club Olympia	101-3010-543-54-74	\$ 1,875.00
Special Olympics	101-3010-543-54-78	\$ 3,413.00
Habitat for Humanity	101-3010-543-54-80	\$ 10,500.00
Kidney Foundation	101-3010-543-54-81	\$ 12,000.00
Laredo Amateur Boxing	101-3010-543-54-82	\$ 10,000.00
TAMIU Dance Productions	101-3010-543-54-26	\$ 5,000.00

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration to exercise the renewal option for contract FY03-025 awarded to National Reimbursement Services, Inc. (NRS), Houston, Texas for providing billing services for the Fire Department's Emergency Medical Services (EMS) operation. NRS will be responsible for obtaining reimbursement for services provided by our EMS division utilizing their expertise in dealing with Medicare and private insurance companies. The original term of this contract was for a three-year period with options to renew for three additional one-year terms. Staff is requesting authorization to exercising the renew option for the first of the three additional year terms. NRS will charge the City 10% of all collections received as a result of their billing activities. It is anticipated that with the services provided by NRS the City's collection rate will increase by approximately twenty percent. In addition, they are required to provide, at no cost to the City, new and specialized computer equipment for each ambulance crew with docking stations for these computers at the Fire Stations and at both hospitals.
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Luis F. Sosa, Jr., Fire Chief
PREVIOUS COUNCIL ACTION: Motion to approve original contract passed on 03/03/03	
BACKGROUND: In an effort to insure compliance with federal privacy regulations as defined by the Health Insurance Portability and Accountability (HIPPA), increase the City's collection rate and upgrade the EMS computer, the city requested proposals to award a billing service contract. The Fire Department's EMS operation responds to approximately 16,000 calls annually for emergency medical services. Approximately \$3,000,000.00 is billed annually for these service charges of which \$1,100,000.00 is collected by the City from Medicare and private insurance carriers. Five vendors originally responded to the City's request for proposal.	
FINANCIAL IMPACT: Approximately \$1.1 million is collected annually for fees associated with services provided by the EMS operation on account 101-000-335-3010. The 10% payable to NRS upon collection will be paid out of 226-2913-543-5549 in the Health fund.	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends that this motion be approved.

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Consideration of possible sources of funding for financing legislative events held in Austin, Texas and Washington, D.C.	
INITIATED BY: Horacio De Leon, Assistant City Manager	STAFF SOURCE: Jessica L. Hein, Director, CASS	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Legislative trips to Washington, D.C. are held annually in March and every two years in Austin, Texas. For the past several years, the City of Laredo has solicited donations from private sector agencies to subsidize expenses incurred for the Laredo Day reception.		
FINANCIAL IMPACT: Over the last five years, an average of \$50,000 has been spent each year per event.		
COMMITTEE RECOMMENDATION: The Legislative Liaison Committee met on 11/28/06 and recommended that the solicitation of funds be conducted by an external organization.	STAFF RECOMMENDATION: N/A.	

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTIONS Consideration to award contract FY07-034 to Data 911, in the total amount of \$321,733.00 for the purchase of forty seven (47) mobile data terminals (MDT) and related communication equipment. The data terminals will be installed on the fire trucks, ambulances, and support vehicles. Funding will be secured from a Homeland Security Grant.																								
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Luis Sosa Jr., Fire Chief Francisco Meza Jr, Purchasing Agent																								
PREVIOUS COUNCIL ACTION:																									
BACKGROUND: The City requested sealed proposals from qualified vendors for the purchase and installation of forty seven (47) mobile data terminals. These will be installed on the fire trucks, ambulances, and support vehicles. After thorough research and product evaluation the team, comprised of Deputy Chief Jose A. Benavides, District Chief Armando Equigua, Driver Engineer Eloy Vega and Mr. Jose Gamboa, Programmer Analyst, created a criteria for a Request For Proposal (RFP) . This RFP outlined the needs for our project's success taking into consideration many factors such as ease of use, durability, warranty and service. Five (5) vendors submitted their proposals and only two qualified based on the criteria set forth. The qualifying vendors are Motorola and Data 911. Of these two, Data 911 demonstrated advantages in price, ease of use, customer service and warranty. It is the team's recommendation to purchase and implement the Data 911 products.																									
<table border="1"><thead><tr><th>MDT System</th><th>Qty.</th><th>Unit Price</th><th>Total</th></tr></thead><tbody><tr><td>Data 9-1-1</td><td>47</td><td>\$6,845.40</td><td>\$321,733.00</td></tr><tr><td>Motorola</td><td>47</td><td>\$7,121.72</td><td>\$334,720.84</td></tr><tr><td>Panasonic</td><td>47</td><td>\$5,069.00</td><td>\$238,243.00</td></tr><tr><td>Datalux</td><td>47</td><td>\$6,235.00</td><td>\$293,045.00</td></tr><tr><td>Dell</td><td>47</td><td>\$3,391.72</td><td>\$159,410.84</td></tr></tbody></table>		MDT System	Qty.	Unit Price	Total	Data 9-1-1	47	\$6,845.40	\$321,733.00	Motorola	47	\$7,121.72	\$334,720.84	Panasonic	47	\$5,069.00	\$238,243.00	Datalux	47	\$6,235.00	\$293,045.00	Dell	47	\$3,391.72	\$159,410.84
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Datalux	47	\$6,235.00	\$293,045.00																						
Dell	47	\$3,391.72	\$159,410.84																						
FINANCIAL IMPACT: Funding is available in the Homeland Security Grant account. Account Number – 101-5211-525-9001																									
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.																								

COUNCIL COMMUNICATION

DATE: 12/04/06	SUBJECT: MOTION Authorizing the City Manager to amend ordinance no. 2001-O-050 and increase alarm permit fees for burglar alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$30.00 and fire, robbery and medical alert alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$20.00. These revenues will partially cover the estimated cost of 11 cadets for the Police Department for FY 06-07.
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Martin Aleman, Budget Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: Ordinance NO. 2001-O-050 Alarms permit fees was last amended on February of 2001.	
FINANCIAL IMPACT: The total estimated additional revenue for the alarm permit fees will generate \$92,257.00	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends that City Council approve this motion.

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

- A. **Request by Mayor Raul G. Salinas**
 - 1. Discussion with possible action on creating a committee to address substance and drug abuse issues in the city and for the City Council to participate by appointing the members of the group.

- B. **Request by Council Member Mike Garza**
 - 1. Drug and Alcohol testing for all employees.

- C. **Request by Council Member Hector J. Garcia**
 - 1. Discussion with possible action on the installation of speed humps on the 2800 and 3800 blocks of Arriaga Street and appropriating funds from District II discretionary funds.

 - 2. Discussion with possible action on eliminating all committees consisting of City Council members.

- D. **Request by Council Member Johnny Rendon**
 - 1. Discussion with possible action on the extension of Bartlett from Sandman to Jacaman.

 - 2. Discussion with possible action on enhancing customer service of all City departments.

- E. **Request by Council Member Gene Belmares**
 - 1. Discussion with possible action on creating an ordinance requiring fences around all swimming pools.

- F. **Request by Mayor Pro-Tempore Juan Ramirez**
 - 1. Discussion with possible action on adding the word retirees to the language of the Utilities billing ordinance and policy allowing disabled and elderly to adjust their utility billing due date.

 - 2. Discussion with possible action on donating \$1,000.00 from the promotional fund to the American Legion Post 59 for their Color Guard.

 - 3. Discussion with possible action on placing a tree at the Civic Center to serve as a Christmas tree during the holidays.

STAFF REPORTS

- A. Status report on amending the Smoking Ordinance.
- B. Presentation by Mr. Rey Ayala, Chair, Third Party Funding Advisory Committee, with discussion and possible action regarding Third Party Funding for FY 2006-2007.

COUNCIL COMMUNICATIONS

DATE: 12/04/06	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Amending ordinance no. 2001-O-050 specifically section 21-81 Fee for permit; duration; renewal by increasing alarm permit fees for burglar alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$30.00 and fire, robbery and medical alert alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$20.00.	
INITIATED BY: Cynthia Collazo Acting City Manager	STAFF SOURCE Martin Aleman, Budget Director	
PREVIOUS COUNCIL ACTION: Ordinance No. 2001-0-050 was amended and approved on March 5, 2001 by City Council.		
BACKGROUND: The amendments can be found on the following section: Sec. 21-81. Fee for permit: duration: renewal. (a) A non-refundable fee of thirty dollars (\$30.00) fifteen-dollars (\$15.00) per year is required of burglar alarm notification capable of being emitted from each alarm specific site permit or renewal of a permit required by this ordinance. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The Tax Assessor/Collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) or more than two (2) years from the date of issuance of the permit. (b) An additional fee of twenty dollars (\$20.00) fifteen-dollars (\$15.00) per year is required for fire, robbery and medical alert alarm notification, capable of being emitted from each alarm specific site permit or renewal of a permit required by this ordinance. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The Tax Assessor/Collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) or more than two (2) years from the date of issuance of the permit.		
FINANCIAL: The impact of this ordinance will create additional revenues to the general fund to partially offset the estimated cost of eleven (11) Patrol Officer Cadets for the Police Department.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: That the Public Hearing is held and the ordinance be introduced.	

ORDINANCE

Amending ordinance no. 2001-O-050 specifically section 21-81 Fee for permit; duration; renewal by increasing alarm permit fees for burglar alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$30.00 and fire, robbery and medical alert alarm notification capable of being emitted from each alarm specific site from \$15.00 to \$20.00.

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

WHEREAS, the Tax Assessor/Collector will collect all the alarm fees for the Police Department; and

WHEREAS, the Building Official and Tax Assessor/Collector will be authorized representatives for the function of alarm permits; and

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

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

CHAPTER 21 ARTICLE V. ALARM SYSTEMS

Sec. 21-78. Definitions.

(a) *Alarm central station* means any person, company or corporation which monitors alarms at another location which upon activation of an alarm receives a signal.

(b) *Alarm company* means any persons company, corporation engaged in the activity of selling, leasing, renting, installing, inspecting, maintaining an/or repairing alarm system.

(c) *Alarm site* means a premises or location served by an alarm system.

(d) *Alarm system* means a device or system that transmits or relays a signal intended to summon emergency services of the city, as illustrated by, but not limited to, local alarms. "Alarm system" does not include:

- (1) An alarm installed on a vehicle unless installed at a permanent site;
- (2) An alarm designed to alert only the inhabitants of a premises; nor
- (3) An alarm installed upon premises occupied by the City

(e) *Building official* means the building code inspector, or his *or her* authorized representative.

(f) *Burglar alarm notification* is notification intended to summon the police, which is initiated or triggered manually or by an alarm system designed to respond to a stimulus characteristic of unauthorized intrusion.

(g) *False burglar alarm notification* means a burglar alarm notification to the police, when the responding police officer finds no evidence of unauthorized intrusion or attempted unauthorized intrusion.

(h) *False fire alarm* means a fire alarm notification to the fire department, when department personnel find no evidence of fire or emergency.

(i) *False medical alert alarm* means responding to an emergency where emergency personnel find no medical emergency.

(j) *False robbery alarm notification* means a robbery alarm notification to the police, when the responding police officer finds no evidence of a robbery.

(k) *Fire alarm notification* is notification intended to summon the fire department resource team, which is initiated or triggered manually or an alarm system designed to respond to a stimulus characteristic of unauthorized intrusion *or* fire or emergency.

(l) *Fire chief* means the chief of the fire department, or his *or her* authorized representative.

(m) *Local alarm* means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and has as its purpose the summoning of aid from a city department.

(n) *Medical alert alarm notification* is notification intended to summon emergency medical assistance, which is initiated or triggered manually or by alarm system designed to respond to a medical emergency.

(o) *Notification* means to give notice of or report, whether by telephone, personal communication or initiated or triggered manually or by an alarm system designed to respond to a stimulus characteristic of an emergency such as a burglary, robbery, fire, or medical emergency.

(p) *Nuisance alarm* means an alarm which emits an audible signal which can be heard from any public street for a period of more than thirty (30) minutes.

(q) *Person* means an individual, corporation, partnership, association, organization, or similar entity.

(r) *Police chief* means the chief of police, or his or her authorized representative.

(s) *Robbery alarm notification* is a notification intended to summon the police when a robbery occurs by means of an alarm system designed to be purposely activated by a human.

(t) *Tax assessor/collector* means the Tax Assessor Collector, or his or her authorized representative.

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

(a) A person commits an offense if he/she operates or causes to be operated an alarm system without first obtaining a permit from the Tax Department. An additional fee is required for each type of alarm notification capable of being emitted from each alarm site.

(b) Any person with an alarm system on the effective date of this ordinance must apply for a permit within sixty (60) days after the effective date.

(c) Upon receipt of the required fee and completed application form, the Tax Assessor/Collector shall issue a permit unless there is cause to believe the equipment responsible for initiating an alarm will not be maintained and operated in accordance with this ordinance or the application will not comply with each provision of this ordinance.

(d) Each permit application must contain the name, address, and telephone number of the individual and the alarm company who will be the permit holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees or charges levied under this ordinance. If an applicant does not have an alarm company of record, the applicant shall provide the name, address, and telephone numbers of at least two (2) other persons who shall be responding agents.

(e) An alarm permit cannot be transferred to another person or location. However, the individual designated to respond to an alarm or relay an alarm may be changed. A permit holder shall inform the Tax Assessor/Collector of any change that alters information listed on the permit application. No fee will be assessed for such changes.

(f) Any false statement or misrepresentation of a material fact made by an applicant for the purpose of obtaining an alarm permit or renewal, or while making a change thereto, shall be sufficient cause for refusal to grant or suspension of a permit.

Sec. 21-80. Other types of alarms.

(a) A person shall not install or maintain an alarm system except for the purpose of eliciting responses to burglaries, fire, medical alert or robberies, unless specifically authorized by the Police Chief or the Fire Chief and Tax Assessor/Collector.

(b) If innovations in alarm systems or other types of alarm devices adversely affect emergency services of the city, the Police Chief or the Fire Chief and Tax Assessor/Collector may promulgate rules and regulations in order to protect the city's emergency services.

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

(a) A non-refundable fee of thirty dollars (\$30.00) ~~fifteen dollars (\$15.00)~~ per year is required of burglar alarm notification capable of being emitted from each alarm specific site permit or renewal of a permit required by this ordinance. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The Tax Assessor/Collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) or more than two (2) years from the date of issuance of the permit.

(b) An additional fee of twenty dollars (\$20.00) ~~fifteen dollars (\$15.00)~~ per year is required for fire, robbery and medical alert alarm notification, capable of being emitted from each alarm specific site permit or renewal of a permit required by this ordinance. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The Tax Assessor/Collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) or more than two (2) years from the date of issuance of the permit.

Sec. 21-82. Service charge.

(a) If within any twelve (12) month period, starting at the time of the first false burglar alarm notification, five (5) false burglary alarm notifications are emitted from an alarm site and responded to by the police department or fire department, excluding false fire alarm notifications responded to by the fire department, the Tax Assessor/Collector shall assess the permit holder in control of that alarm site a fee of fifty dollars (\$50.00) for each subsequent false burglary alarm notification emitted from the site within the twelve (12) months following the fifth false notification.

(b) If within any twelve (12) month period, starting at the time of the first false fire alarm notification, two (2) false fire alarm notifications are emitted from an alarm site and responded to by the fire department, the Tax Assessor/Collector shall assess the permit holder in control of the alarm site a fee of seventy five dollars (\$75.00) for each subsequent false fire alarm notification emitted from the site within the twelve (12) months following the second (2) false notification.

(c) If within any twelve (12) month period, starting at the time of the first false medical or robbery alarm notification, any combination of three (3) false notifications are emitted from an alarm site, and responded to by the fire or police department, the Tax Assessor/Collector shall assess the permit holder in control of that alarm site a fee of seventy five dollars (\$75.00) for each subsequent false medical or robbery alarm notification emitted from the site within the twelve (12) months following the third false notification.

(d) In the event that more than one city department responds to a false fire, medical, robbery or burglary notification, such event will count as one false alarm for the purposes of determining the number of false alarm notifications attributed to a permit holder.

(e) The Tax Assessor/Collector shall assess the permit holder of a robbery alarm a fee of seventy-five dollars (\$75.00) for each false robbery alarm notification emitted from the alarm site.

(f) A permit holder shall pay a fee assessed under this section within thirty (30) days after receipt of notice that it has been assessed.

(g) The permit holder will be exempt from any fee charged for a false alarm notification which is later shown to have been justified or which was due to a natural or manmade catastrophe or other situation specifically exempted by the Tax Assessor/Collector.

(h) Residential or multi-family units which are the home of persons age sixty-five (65) or over shall be exempt from paying the registration fee and false alarm calls. Proof of residency and of age shall be required at the time of registration or at the time of establishing residency.

Sec. 21-83. Reporting of alarm signals.

(a) A permit holder shall not report his alarm signals through a relaying intermediary that does not meet the requirements of this ordinance and any rules and regulations promulgated by the Police Chief and Tax Assessor/Collector or is not licensed by the Texas Board of Private Investigators and Private Security Agencies.

(b) Alarm companies must register with the City of Laredo Tax Assessor/Collector and provide proof of obtaining licenses with the Texas Board of Private Investigators and Private Security Agencies. Also, the alarm companies must provide the Tax Assessor/collector with a list of all the names, location and telephone numbers of customers which have an alarm system installed at their homes. Failure to do so will result issuing a fine not to exceed five hundred dollars (\$500.00).

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

(a) A permit holder shall:

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

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

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

Sec. 21-86. Manual reset required.

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

Sec. 21-87. Inspection

Upon reasonable notification, the Building Official, or his designated representative may inspect an alarm site and alarm system of a permit holder.

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

(a) The Building Official may recommend to the Tax Assessor/Collector to suspend or refuse to renew an alarm system permit for any violation of this ordinance.

(b) The Tax Assessor/Collector shall suspend or refuse to renew an alarm permit if an alarm system generates an excessive number of false alarm notification. In each respective category an excessive number shall be;

- (1) Five (5) false burglar alarms within thirty (30) days or ten (10) in one (1) year;
- (2) Two (2) false robbery alarms within thirty (30) days or five (5) in one (1) year.
- (3) Two (2) false fire or medical alert alarms within thirty (30) days or five (5) in one year.

(c) A suspension may be lifted or permit renewed upon a sufficient showing that the conditions which caused the action have been corrected and if the Building Official determines that the alarm system is likely to be maintained and operated in a responsible manner in accordance with the provisions of this ordinance.

(d) A person commits an offense if he/she operates an alarm system during a period of suspension or after the Tax Assessor Collector refuses to renew his permit.

(e) Before an alarm system for a person age sixty-five (65) years or older may be disconnected, the Tax Assessor/Collector and the City Manager must review the case and approve the disconnection.

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

(a) If the Building Official, Police Chief, or Fire Chief with the Tax Assessor Collector's direction refuses to issue or renew a permit or suspends a permit, he/she shall send the applicant or permit holder by certified mail return receipt requested, written notice of his action and statement of the right to an appeal. The applicant or permit holder may appeal the decision of the Building Official, Police Chief, or Fire Chief with the Tax Assessor/Collector's direction to the City Manager by filing with the City Manager a written request for a hearing, setting forth the reasons for the appeal, within thirty (30) days after receipt of the notice from the Building Official, Police Chief, or Fire Chief with the Tax/Collector's direction. The filing of a request for an appeal hearing with the City Manager stops an action of the Building Official, Police Chief, or Fire Chief with the Tax Assessor/Collector's direction in suspending a permit until the City Manager or the designated representative makes a final decision. If a request for an appeal hearing is not made within the thirty (30) day period, the action of the Building Official, Police Chief, or Fire Chief with the Assessor/Collector's direction is final.

(b) The City Manager or representative shall serve as hearing officer at an appeal hearing and consider evidence offered by any interested person. The formal rules of evidence do not apply at an appeal hearing; the hearing officer shall make his decision on the basis of a preponderance of the evidence presented at the hearing. The hearing officer must render a decision within thirty (30) days after the request for an appeal hearing is filed. The hearing officer shall affirm, reverse, or modify the action of the Building Official, Police Chief, or Fire Chief under the Tax Assessor Collector's direction, and his decision is final unless the applicant or permit holder files a written request with the city council for a hearing within ten (10) days after receipt of notice of the action of the hearing officer. A written request to the city council stops the action of the hearing officer in suspending a permit until the city council renders a final decision.

(c) If a request for an appeal hearing with the city council is filed within the ten (10) day period, the city council shall hear and consider evidence offered by any interested person. The formal rules of evidence do not apply to an appeal hearing before the city council. The city council shall decide the appeal on the basis of a preponderance of the evidence presented at the hearing. The city council shall affirm, reverse, or modify the action of the hearing officer by a majority vote; failure to reach a majority decision on a motion shall leave the hearing officer's decision unchanged. The result of an appeal hearing before the city council is final.

Sec. 21-90. Central station.

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

- (1) Send notification of alarm to the city by a human operator;
- (2) Keep his business premises locked and secured at all times;
- (3) Allow an inspection of his business premises by the Building Official at any time;
- (4) Send alarm notifications to the city in a manner and form determined by the Tax Assessor/Collector.

Sec. 21-91. Direct alarm reporting.

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

- (1) Transmit in the form and content specified by the Tax Assessor/Collector;
- (2) Design his system so that it will notify the permit holders or his designated agent identified on the permit application, when an alarm is transmitted to the city;

((3) Furnish the Tax Assessor/Collector and Building Code Enforcement Office upon request with satisfactory copies of the alarm operation procedures and maintenance procedures; and

(4) Furnish the name, address, and telephone number of an alarm company licensed by the Texas Board of Private Investigators and Private Security Agencies responsible on a twenty-four-hour-day, seven-day-a-week basis for correcting any malfunction that may occur.

Sec. 21-92. Protection of financial institutions.

(a) A financial institution required to have an alarm system pursuant to the provisions of the Bank Protection Act of 1968 (12 U.S.C., Section 1882) may install, with the permission of the Chief of Police, a signal line directly to the Police Department for the purpose of reporting robberies. If such an arrangement is made, all other requirements of this ordinance must be met. The financial institution shall execute a letter of agreement with the city permitting the installation of all necessary equipment of an indicator panel monitored in the communications division of the Police Department. The installation must be accomplished at the institution's sole cost and expense.

(b) The financial institution shall pay an annual fee of \$100.00 for each indicator. The Tax Assessor/Collector or designated representative shall have the right, at reasonable times and upon oral notice, to inspect the alarm system at the alarm site and require necessary repairs or improvements. If the Building Official finds that the alarm system continually fails to operate or to be operated to his satisfaction, he may terminate the privilege to have equipment and indicators in the communications center of the Police Department and require prompt removal of same at the expense of the financial institution.

(c) The financial institution, at its expense, shall make arrangements to provide service for the alarm system at the instance of the financial institution or the Chief of Police on a twenty-four hour, seven-day-a-week basis. In no event shall the city become liable for service charges for repairs and maintenance on any such signaling device.

(d) The financial institution may cancel its agreement with the city at any time by giving the city written notice through the Tax Assessor/Collector, where upon such institution, at its expense shall have its equipment and indicators promptly removed from the communications center.

(e) The Tax Assessor /Collector and Building Official have the right to require any change, modernization, or consolidation of alarm signaling equipment that he/she deems advisable. In no event shall the city become liable for charges for such changes.

((f) Instead of a direct line, a financial institution may instead choose to report robberies by transmission through an alarm reporting service using the 911 emergency telephone number.

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

((a) A person commits an offense if he/she violates by commission or omission any provisions of this ordinance that imposes upon him a duty or responsibility.

(b) In addition to prohibiting or requiring certain conduct on individuals, it is the intent of this ordinance to hold a corporation, partnership, or other association criminally responsible for acts or omissions performed by an acting on behalf of the corporation, partnership or other association, and within the scope of his employment.

(c) Any person or corporation, partnership and associations in violation of this ordinance will result in the issuance of a citation for a Class C Misdemeanor and upon conviction may be subject to a fine of up to five hundred dollars (\$500.00).

Sec. 21-94. Penalty.

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

Sec. 21-95. Disclaimer

The City of Laredo shall not be under any duty or obligation to any person by reason of this ordinance and specifically disclaims liability for any damages which may be caused by the failure of any department of the city to monitor and/or respond to an alarm notification transmitted by any means or for any damage as a result of any unreasonable delay in response to such alarm notification.

Section 3 Severability.

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

Section 4 Effective Date.

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

Section 5 Publication.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2006.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/4/06	SUBJECT: Resolution No. 2006-R-118 Authorizing the City Manager to submit an application to the Texas Water Development Board for a Grant increase to complete the design, construction and project management services for the Colonias Project - Contract No. G13500/13600/1546/1547 - City of Laredo, Mines Road/State Highway 359 Project No. 10045. The grant increase application is for \$12,000,000.00.
INITIATED BY: Cynthia Collazo, Acting City Manager	STAFF SOURCE: Carl Schwing, Utilities Director
PREVIOUS COUNCIL ACTION: Executed amendment #1 to the agreement of November 20, 2000 - Resolution 2000-R-157.	
BACKGROUND: The City of Laredo is requesting a grant increase of \$12,000,000.00 to cover the cost to complete the design, construction and project management services for the Colonias EDAP project. The Texas Water Development Board is aware of the request and has funds available to authorize the grant increase, however the City of Laredo must submit an application before the end of December 2006. Staff will present the approved application with an agreement to the Mayor and City Council prior to the acceptance and execution of the agreement.	
FINANCIAL IMPACT: N/A	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: To approve the resolution.

RESOLUTION NO. 2006-R-118

AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR A GRANT INCREASE TO COMPLETE THE DESIGN, CONSTRUCTION AND PROJECT MANAGEMENT SERVICES FOR THE COLONIAS PROJECT - CONTRACT NO. G13500/13600/1546/1547 - CITY OF LAREDO, MINES RD./STATE HIGHWAY 359 PROJECT NO.10045. THE GRANT INCREASE APPLICATION IS FOR TWELVE MILLION DOLLARS (\$12,000,000.00).

WHEREAS, the City of Laredo has accepted a grant from the Texas Water Development Board under Resolution No. 2000-R-157 for the Colonias water and wastewater improvements project; and

WHEREAS, the City of Laredo is requesting the grant increase for \$12,000,000.00 to complete the design, construction and project management services for the Colonias Project - Contract No. G13500/13600/1546/1547 - City of Laredo, Mines Road/State Highway 359 Project No. 10045.

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

Section 1. The City Manager is hereby authorized to submit an application to the Texas Water Development Board for a grant increase to complete the design, construction and project management services for the Colonias Project - Contract No. G13500/13600/1546/1547 - City of Laredo, Mines Road/State Highway 359 Project No. 10045, in the amount of twelve million dollars (\$12,000,000.00).

Section 2. That this resolution shall take effect immediately.

PASSED AND APPROVED THIS ____ DAY OF DECEMBER, 2006.

Raul Salinas, Mayor

ATTEST BY:

APPROVED AS TO FORM BY:

Gustavo Guevara
City Secretary

Valeria M. Acevedo
Acting City Attorney

COUNCIL COMMUNICATION

DATE: 12-06-2006	SUBJECT: EXECUTIVE SESSION Request for executive session pursuant to Texas Government Code Section 551.071(1)(A) to consult with attorney on the pending eminent domain case of City of Laredo v. Luis Montano, et al, Cause No. 2006EDA00001C3, in County Court at Law No. 2, Webb County, Texas; and return to open session for possible action.	
INITIATED BY: Cynthia Collazo Acting City Manager		STAFF SOURCE: Valeria M. Acevedo Acting City Attorney
PREVIOUS COUNCIL ACTION:		
BACKGROUND:		
FINANCIAL:		
RECOMMENDATION: N/A		STAFF RECOMMENDATION: N/A