CITY OF LAREDO

CITY COUNCIL MEETING
A-2007-R-15
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
AUGUST 6, 2007
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 April 2, 2007, April 16, 2007, April 20, 2007 and April 23, 2007.

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

Communiqués
Presentation by City of Laredo Youth Committee on the Sister Cities International Youth Exchange Program with the students of Laredo, Cantabria, Spain.

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

Appointment of Carmen Escamilla as South Texas Library System (STLS) Lay Representative and Beatrice Escamilla, Alternate Lay Representative, for two (2) year terms (September 1, 2007 through August 31, 2009) as required by the "Texas Library Systems Act and Rules for Administering the Library System Act" / Texas Administrative Code –Title 13: Part I: Chapter 1: Library Development Section 1.115 – 1.116. (Revised, 1993) Replacing Mely Paez and Bertha Puig whose terms expire August 31, 2007.

VII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

1.

A. **Request by Council Member Hector J. Garcia**

1. Discussion with possible action on placing speed humps on Napoleon Street near Santo Nino Elementary School due to safety reasons.

2. Discussion with possible action on a report of the flooding on Ash Street.

B. **Request by Council Member Dr. Michael Landeck**

1. Discussion with possible action regarding a proposal for the sale of the 88.6913-acres of land to the Laredo Town Center, L.P.

C. **Request by Council Member Juan Chavez**

1. Discussion on dedicating a certain percentage of the gross revenues of the World Trade and Colombia Bridge crossings to repair/reconstruct the Industrial Parks/Warehousing streets with possible action. **(Co-Sponsored by Mayor Raul G. Salinas)**

2. Presentation by Union Pacific Railroad representatives on their short and long range plans to resolve the blocking of rail crossings in District VII and District VIII, with possible action. **(Co-Sponsored by Mayor Raul G. Salinas and Council Member Juan Ramirez)**

D. **Request by Council Member Juan Ramirez**

1. Discussions with possible action on having police presence at Bridges I and II fulltime.

2. Discussion with possible action on improving the park benches at Jarvis Plaza and any other park within the downtown area focusing mostly on installing an arm rest between the benches.

3. Discussion with possible action on improving downtown parking lots with a garage storage auto lift system.

4. Discussion with possible action on co-sponsoring the Fiesta en La Playa to be held at the Laredo Civic Center on September 1, 2007, which is being sponsored by the Laredo Hotels and Lodging Association.

VIII. PUBLIC HEARINGS

2. **Public hearing and introductory ordinance** amending the Fiscal Year stated on Ordinance 2007-O-110, this grant affects one (1) month of Fiscal Year 2006-2007 (September 1 thru September 30, 2007) and continues in Fiscal Year 2007-2008 (October 1 thru August 31, 2008). The City of Laredo Health Department is amending the Fiscal Year 2006-2007 annual budget by appropriating revenues and expenditures in the amount of $70,000.00 in funds from the Texas Commission on Environmental Quality (TCEQ) to operate and maintain three (3) continuous air monitoring stations (CAMS) by the Health Department for the term period beginning September 1, 2007 through August 31, 2008.

3. **Public hearing and introductory ordinance** authorizing the City Manager's acceptance of additional grant monies from the South Texas Development Council (STDC) in the amount of $8,322.00 with no matching funds and amending the City of Laredo's Fiscal Year 2006-2007 Annual Budget for the Environmental Services Fund by appropriating the said additional grant revenue to the appropriate expenditure accounts. The grant funds will be used for additional purchase of recycling containers.

4. **Public hearing and introductory ordinance** amending the City of Laredo FY 2006-2007 Annual Budget for the Waterworks System Operating Fund by increasing twenty (20) Full Time Equivalent positions (FTE's) for a total estimated amount of $ 69,000.00 for the remainder of the fiscal year. These employees will be assigned for the construction of water and sewer line replacements. Funding is available through the 2006 Revenue Bond.

5. **Public hearing and introductory ordinance** authorizing the issuance of City of Laredo, Texas Waterworks and Sewer System Revenue Bonds, Series 2007, for the purpose of improving and extending the City's combined Waterworks System and Sewer System, approving an official statement, authorizing the execution of a purchase contract, making provisions for the security thereof; authorizing amendment to the City's Budget to appropriate such proceeds for purposes authorized herein and ordaining other matters relating to the subject.

6. **Public hearing and introductory ordinance** authorizing the issuance of City of Laredo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2007, for paying all or a portion of the City's contractual obligations for the purpose of:

(1) Constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements;
(2) Acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Division, Convention and Visitor's Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department, and Water and Sewer Departments;
(3) Acquiring, constructing, improving and equipping the City's Parks including design and construction of a City Golf Course, Water Park and Recreation Centers;
(4) Acquisition of equipment and improvements to Fire Department Building and Training Center and Law Enforcement Buildings;
(5) Improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to municipal buildings;
(6) For payment of legal, fiscal, and engineering fees in connection with such projects; approving an official statement, authorizing the execution of a purchase contract, making provisions for the security thereof;
(7) And authorizing amendment to City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject.

7. **Public hearing and introductory ordinance** amending Article XII, Chapter 19 of the Code of Ordinances as follows:

A. Division 2, Section 19-562 (C) Fares for Fixed Transit Service
(1) Adult Fare from $1.00 to $1.25
(2) Transfers from $0.00 to $0.05
(3) Senior Citizens (Off-Peak) from $0.00 to $0.10

B. Division 4, Section 19-601 Transit Center Parking Facility, 1301 Farragut Street.
(1) Increase the Hourly Rate from $.75 Per Hour to $2.00 per hour
(2) Increase the Daily Maximum from $6.00 to $16.00
(3) Increase the Overnight Rate from $10.00 to $16.00
(4) Increase the Monthly Contract Rate from $50.00 to $80.00
(5) Increase the Lost Ticket Charge from $10.00 to $16.00
(6) Increase the Monthly Contract Parking Rate for City Employees from $25.00 to $30.00
(7) Eliminate Section (F) Park-and Shop Program
(8) Increase the Advance Payment Discount from $50.00 To $80.00

C. Division 5, Section 19.601.12 Paratransit Fares
(1) Increase the Paratransit Fare from $.75 to $1.00 per trip;

Off Peak Hours: (9:00 a.m. to 3:00 p.m., and after 6:00 p.m. to 10:00 p.m., Saturday, Sunday & Holidays)

(4) Students Fare from $0.50 to $1.00; and providing for an effective date and publication.

8. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lot 7, Block 6, Moonlight Subdivision, located at 2101 Puscas Court. The Planning & Zoning Commission recommended approval of the Conditional Use Permit. District I

9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 4 and 1 acre out of Lot 3, Block 10, Interamerica Distribution Park Phase 5, as further described by metes and bounds in attached Exhibit “A”, located at 8010 and 8012 Riverbank Drive, from R-2 (Multi-family Residential District) and M-1 (Light Manufacturing District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District VII

10. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7 acres, as further described by metes and bounds in attached Exhibit "A", located on the North side of F.M. 1472, 3.5 miles west of Las Tiendas Road, from AG (Agricultural District) to M-1 (Light Manufacturing District). The Planning & Zoning Commission recommended approval of the zone change. District VII

11. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 15.95 acres, as further described by metes and bounds in attached Exhibit “A”, located east of Highway 83 and south of Cielito Lindo Boulevard, from R-1A (Single Family Reduced Area District) and B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District I

12. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for sand/gravel sales, storage, and/or extraction, on 15.95 acres as further described by metes and bounds in attached Exhibit “A”, located east of Highway 83 and south of Cielito Lindo Boulevard. The Planning & Zoning Commission recommended approval of the Special Use Permit. District I

13. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.53 acres, as further described by metes and bounds in attached Exhibit “A”, located on the southeast corner of F.M.1472 and Camino Colombia Toll Road, from AG (Agricultural District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District VII

14. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.2 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District VII

15. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.15 acres, as further described by metes and bounds in attached Exhibit "A", located west of F. M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial District) to B-3 (Community Business District). The Planning & Zoning Commission recommended approval of the zone change. District VII

16. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.78 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District VII

17. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.13 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. District VII

18. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1625, Eastern Division, located at 2719 Ligarde Street, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District). The Planning & Zoning Commission recommended denial of the zone change. District II

19. **Public hearing and introductory ordinance** authorizing the City Manager to accept Grant Funds from the South Texas Development Council (STDC) in the amount of $8,322.00 with matching funds of $541.00 and to amend the Solid Waste Fund to appropriate said grant awarded from STDC in the amount of $8,322.00 with $ 541.00 matching funds. Funds will be used to buy a billboard advertisement at a cost of $8,863.00 that will be set up in south Laredo to further educate the public on recycling.

(Recess)
(Press Availability)

IX. INTRODUCTORY ORDINANCES

20. Authorizing the City Manager to execute a Lease Agreement with Cricket Communications, Inc. for 8711 McPherson, for use of antennae facilities, an equipment building and related facilities. Term of the lease is five (5) years, with four (4) successive renewal terms of five (5) years. Annual base rent shall be $16,000.00, with a five percent (5%) increase on each anniversary of the commencement date; and providing for effective date.

21. Authorizing the City Manager to execute an amendment to the lease approved by Ordinance No. 2004-O-038 dated February 17, 2004, and as amended by Ordinance No. 2006-O-158 dated July 17, 2006, between the City of Laredo, as Lessor, and Webb County Juvenile Board, as Lessee, for the Juvenile Justice Alternative Education Program (JJAEP) school campus for an approximate 100,357 square foot tract of land located on Block No. 11 of the Airport Subdivision Plat at the Laredo International Airport. Said amendment will extend the lease term 18 months ending on December 31, 2008. All other terms and conditions of the lease remain unchanged and in effect; providing for an effective date.

22. Authorizing the City Manager to execute a permit and right of entry for access agreement by an off-airport rental car business with Laredo Car Rental, Inc., D/B/A Alamo Rent-a-Car, as Permittee, as the Laredo International Airport. Term shall commence on May 1, 2007 and end on July 31, 2011. Permittee shall pay $1,500.00 per year plus 8% of annual Gross Receipts Derived from airport revenues; providing for an effective date.

23. Amending Chapter 19-410 Truck Routes designated, of the City of Laredo Code of Ordinances, by deleting and replacing the entire Section of Division 2 in order to clarify the existing ordinance language and by designating and additional truck route, Bustamante Street eastbound between Daugherty Avenue and U.S. 59 (Saunders Street) providing for severability, publication and effective date.

24. Amending Section 32-29(E)(1) suspension and revocation of Annual Permit, of the Code of Ordinance, in order to clarify section, providing severability and for an effective date and publication; and
    1. Amending section 32-43.1(d)(5) suspension and revocation of taxicab license, of the Code of Ordinances, in order to clarify section, providing severability and for an effective date and publication; and
    2. Amending section 32-68 fares of Mexico, of the Code of ordinance, in order to clarify section, providing severability and for an effective date and publication; and
    3. Amending Section 32-80.1(c) violations, in order to clarify ordinance section; and providing for severability and for an effective date and publication.

X. FINAL READING OF ORDINANCES

25.

2007-O-130 Amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount of $30,000.00 of additional funds to the Health Department's budget from the Texas Department of State Health Services to the Title V Family Planning Services grant for a total amount awarded of $91,068.00 for a term from September 1, 2006 through August 31, 2007.

2007-O-131 Amending the City of Laredo 2006-2007 budget by appropriating revenues and expenditures in the amount of $23,774.00 of additional funds to the Health Department's budget from the Texas Department of State Health Services for the Health Department Public Health Preparedness, Epidemiology, Pandemic Influenza and Early Warning Infectious Disease Surveillance for a total grant amount of $955,873.00 term period from September 1, 2005, through August 31, 2007; amending the Fiscal Year 2006-2007 Full Time Equivalent positions to be increased by two (2); and authorizing the City Manager to execute contract.

2007-O-132 Authorizing the City Manager to execute an amendment to the lease agreement approved by Ordinance No. 2004-O-184 dated August 2, 2004 between the City of Laredo, as Lessor, and Ronny Salamon d/b/a Avionics Services, as Lessee, for approximately 5,980 square feet constituting Hangar No. 1307 located at 4400 Maher Avenue at the Laredo International Airport. Said amendment will extend the lease term five (5) years ending on July 31, 2012 and increase the monthly rental to $1,675.00 and will be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions remain unchanged and in effect; providing for an effective date.

2007-O-133 Amending Section 3(a) of Ordinance 2007-O-097 to reflect that the allowable monthly reimbursement for transportation/vehicle cost for the Mayor is $1,200.00, instead of $500.00; and ratifying reimbursement of the amount of $1,200.00 for the June 2007 payment for same.

2007-O-134 Amending Section 1 of Ordinance 2005-O-209 of the City of Laredo and authorizing an increase in the bridge toll rate schedule for southbound non-commercial traffic utilizing the Automatic Vehicle Identification System (A.V.I.) and southbound non-commercial traffic utilizing the Colombia - Solidarity Bridge and southbound commercial traffic as further described in Exhibit "A" and hereby repealing all conflicting sections in all ordinances currently in effect.

XI. RESOLUTIONS

26. **2007-R-058** Authorizing the City Manager to accept a grant award from the Department of Homeland Security, SAFER Grants Program in the amount of $1,552,500.00 with the city designating $2,072,801.00 in matching funds for a total of $3,625,301.00 over a five (5) year period to hire fifteen (15) firefighters. The City would be required to fund: 10% in the first (1) year, 20% in the second (2) year, 50% in the third (3) year, 70% in the fourth (4) year and 100% in the fifth (5) year.

27. **2007-R-060** Accepting the conveyance from San Isidro Southeast, Ltd., of Lot 22, Block 1, San Isidro Ruidoso Subdivision, Unit I by deed in the form attached as Exhibit A; and hereby dedicating said Lot 22, Block 1, San Isidro Ruidoso Subdivision as a city park to be called Ruidoso Park; and

    2. Accepting the conveyance from San Isidro Southeast, Ltd., of Lot 6-B, Block 8, San Isidro Taos Subdivision, Unit III by deed in the form attached as Exhibit B; and hereby dedicating said Lot 6-B, Block 8, San Isidro Taos Subdivision, Phase III as a city park to be called Taos Park; and

    3. Accepting the conveyance of a tract of land of 49.256 acres from San Isidro Southeast, Ltd., by deed in the form attached as Exhibit C and authorizing City Manager to execute a termination of the maintenance agreement related to said 49.256 acres in the form attached hereto as Exhibit D.

    4. Accepting the conveyance of a tract of land of 2.153 acres from San Isidro Southeast, Ltd., by deed in the form attached as Exhibit E and authorizing City Manager to execute a termination of the agreement for earthen drainage channel related to said 2.153 acres in the form attached hereto as Exhibit F.

XII. MOTIONS

28. Consideration for approval to reject the sole bid received for the Laredo Street Drainage Improvements Phase II since the bid was 40% over the consultant engineers cost estimate and 33% over the project budget and

approval to revise the plans and specifications and re-bid the project. Funding is available in the 2003 C.O. Issue and 2006 C.O. Issue.

29. Consideration for approval to authorize the City Manager to execute a temporary license to Plaza Encino, Ltd., for construction of a drainage culvert across McPherson Road, and authorizing payment of up to $50,000.00 for City's share of cost of constructing the culvert under and across McPherson Road. This culvert crossing is an enhancement to add capacity to the existing drainage facility, and necessary to adequately cross storm waters across the roadway. Funding is available in the Environmental Services Fund-Storm Water Improvements Division.

30. Consideration to award an annual Municipal Court software maintenance contract in the amount of $32,721.00 to Tyler Technologies. The amount represents a 4% increase over the previous year. The annual software maintenance contract begins July 1, 2007, and ends June 30, 2008, and covers the following areas: Acucorp AcuServer, Cash Collections, HTE Interface, Municipal Court applications, Police Interface, and Data Dictionary. Funding is available in the Municipal Court Budget.

31. Consideration to award a contract with the sole provider Transcore L.P. in the amount of $946,801.70 for development and project management to upgrade the existing Automatic Vehicle Identification (AVI) system of the Laredo Bridge Toll Collection System from a single protocol reader system to a multi-protocol reader system. Funding is available in the Bridge System Construction Fund.

32. Authorizing the City Manager to exercise an option to renew the Physician Contract No. FY 06-113, between the City of Laredo and David Cruz, M.D. to provide medical services to city employees through the Employee Health and Wellness Division. This agreement shall begin on October 1, 2007 and shall continue for a one (1) year term. The cost of this one (1) year contract is $25,000.00. Funding is available in the Health Benefits Fund/Employee Health Division budget.

33. Consideration to award a six (6) month contract FY07-062 to the following bidders; Lubrication Engineers, Fort Worth, Texas in the estimated amount of $46,000.00; and Sealing Products of Corpus Christi in the estimated amount of $15,000.00 for the purchase of engine oil and lubricants by the Fleet and Utilities Departments. The bid pricing will be firm for six (6) months with three (3) options to renew. Items will be purchased on an as needed basis. Funding is available in the line item budgets for the respective departments.

34. Consideration to exercise the renewal option for one (1) additional year for contract FY05-096 to Rush Truck Center, Laredo, Texas in the estimated amount of $100,000.00 and Freightliner, Laredo, Texas in the estimated amount of $40,000.00 for the purchase of original equipment manufacturer (OEM) parts and service for the City's medium and heavy duty trucks. All

parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

35. Consideration to award supply contract number FY07-133 to the low bidder, HD Supply Waterworks, San Antonio, Texas in the estimated amount of $250,000.00 for the purchase of PVC pipe used by the Utilities Department. This will be a sixty (60) day supply contract with an option to extend for an additional sixty day period. These materials are purchased on as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget.

36. Consideration to award contract FY07-138 to Mr. Camera, Laredo, Texas in the estimated annual amount of $27,324.90 for the purchase of photo lab chemicals used for the Police Department. The term of this contract will be for one (1) year with an option to extend this contract for one (1) additional year. All photo supplies are purchased on an as needed basis. Funding is available in the Police Department Budget.

37. Consideration to award contract FY07-128 to Mr. Camera, Laredo, Texas Denco Photo, Laredo, Texas, and National Graphic Supply, Albany, New York, in the estimated annual amount of $25,000.00 for the purchase of assorted photographic film used by various departments. The term of this contract will be for one (1) additional year. Funding is available in the various departments that utilize this service.

38. Consideration to award contract FY07-151 to low bidder, GT Distributors, Inc., Austin, Texas in the amount of $31,680.00 for the purchase of rifle ammunition for the Police Department. Funding is available in the Police Department Budget.

39. Consideration to award a three (3) year contract (FY07-137) to USA Mobility for providing pager service for all city departments. The contract award is based on the use of 532 pagers. The annual cost for the first year will be approximately $35,100.00 because the City will be exchanging the current pagers for new pagers. The annual cost for year two (2) and three (3) will approximately $14,352.00. The new contract pricing is approximately 43% less than the previous contract amount. The new contract includes the purchase of new pagers and the monthly service fee for local and extended coverage. All services will be secured on an as needed basis. Funding is available in the user department budgets.

40. Consideration to reject all bids received for contract FY07-131 for the purchase of riding lawn mowers for the Parks and Recreation Department, and authorizing the purchase of five (5) riding mowers from Tractor City, Uvalde, Texas through the BuyBoard cooperative purchasing program in the total amount of $59,292.30. The bid pricing and the BuyBoard pricing by Tractor City is the same. The department has requested additional mowers not identified in the original bid request. In addition to maintaining all municipal parks, the Parks Department provides mowing services for the

Police Department and Civic Center facilities. One (1) mower will be purchased utilizing Police Department funds, two (2) with Civic Center funds, and two (2) with the 2007 Bond proceeds.

41. Consideration to schedule two (2) Special City Council Department's Noon meetings for the Month of September 2007 due to Tax Department's adoption of a tax rate. The meeting dates are as follows: September 10, 2007 and September 21, 2007 at 12:15 p.m.

42. Refund of property tax in the amount of $3,557.61 payable to Lakeside Subdivision LLC due to an overpayment. Account # 900-04961-032.

43. Ratifying an Interlocal Agreement with Webb County for the purpose of establishing a partnership allowing both entities to sponsor the 2007 Avery Johnson Summer Camp held at six facilities throughout the City of Laredo and the County of Webb within a two day period as per the agreement attached as Exhibit A. The City of Laredo and the County of Webb sponsored this event by contributing with $10,000 each. The City's Contribution will be derived from the General Fund – Youth Commission account.

44. Referring the City of Laredo Comprehensive Plan to the Planning and Zoning Commission and requiring that a report from the Planning and Zoning Commission with any recommendations be brought back before the City Council before the adoption of the budget; in accordance with Article IX, Section 9.03 of the Charter of the City of Laredo.

45. Authorizing the City Manager to cancel a professional services contract awarded in the sum of $377,000.00 with remaining funds in the project of $293,914.00 to Rathmell and Gilpin Engineering Company, L.L.C. for the design, bidding, and construction for the expansion of the North Laredo Wastewater Treatment Plant from 963,000 gallons per day to 2,000,000 gallons per day. Funding was available in the 2004 Sewer Bond Issuance account.

46. Authorizing the City Manager to award a professional services contract in the sum of $960,000.00 to Gilpin Engineering Company, L.L.C., for the design, bidding and construction phase of a 3,000,000 gallon per day Wastewater Treatment Plant in the North Laredo Wastewater Plant site. Funding is available in the 2004 Sewer Bond Account.

47. Authorizing the City Manager to purchase a 4,000 gallon per minute pump from Dynamic Pump Systems, L.L.C. for the Milmo Booster Station at San Luis Street and Milmo Avenue in the amount of $35,380.00. Funding is available under the 2006 Revenue Bonds.

48. Authorizing the City Manager to amend the professional services contract with Camp Dresser & McKee for the design, bidding, construction and special services for the interim improvements for the South Laredo

Wastewater Treatment Plant by increasing the engineering contract by $273,945.00 for a total of $557,040.00. Funding is available in the 2005 Sewer Bond Account.

49. Consideration for approval of amendment no. 1 an increase of $72,000.00 to the professional services contract with Porras Engineering Company, Laredo, Texas, for the Springfield Avenue North Extension Project for proposed drainage extension, 1200' linear feet of channel improvements from Mary Help Drive to Leyendecker Tract to include required permits by the US Army Corps of Engineers and a Drainage Conditional Letter of Map Revision and Letter of Map Revision (CLOMR/LOMR). Current engineering contract amount is $190,300.00. Funding is available in the 2006 CO Bond Issue.

50. Consideration to authorize the purchase of three (3) trailer mounted centrifugal pumps from Goodwin Pumps of America, Bridgeport, New Jersey in the amount of $75,720.00 for the Utilities Department. The pumps will be utilized to dewater excavations during line repairs. Funding is available in the Utilities Department Fund.

51. Consideration to award annual service contract number FY07-124 to the sole bidder, Rafter P. Transport Inc., New Braunfels, Texas in the estimated amount of $185,000.00 for providing hauling and disposal services of wastewater bio-solids from the Southside Wastewater Treatment Plant. This service supplements the department's equipment capabilities and helps control wastewater bio-solids overflow during the rainy season. The frequency and number of loads vary depending on the City's need. The bid price is based on a per load rate. Funding is available in the Utilities Department – Wastewater Division budget.

52. Consideration to authorize the purchase of four (4) dump trucks from Rush Truck Centers of Texas L.P., in the total amount of $374,510.58 through the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program's contract pricing. These will be assigned to the Utilities Department. Funding is available from 2006 Waterworks Revenue Bond Proceeds.

53. Consideration award contract FY07-142 to the low bidder, Impression Design, Laredo, Texas in the total amount of $31,400.00 for the purchase and installation of a park shade for Eastwoods Park located at 2510 Derby Avenue. Funding is available in the Construction Project for Eastwoods Park.

54. Consideration to authorize the purchase of two (2) utility tractors in the total amount of $64,184.00 from the John Deere Company, through the Buy Board cooperative purchasing program's contract pricing. These utility tractors will be assigned to the Parks and Recreation Department. Funding is available from 2007 certificates of obligation bond proceeds.

55. Consideration to amend the existing contract FY05-051 awarded to Sames Motor Co., Laredo, Texas, in the estimated annual amount of $70,000.00 and North Park Lincoln, San Antonio, Texas, in the estimated annual amount of $20,000.00 for the purchase of dealer repair parts for the vehicle fleet by increasing the contract amount by 25%. All parts will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

56. Consideration to award contract FY07-146 to the low bidders Nueces Power Equipment, Laredo, TX in the total amount of $271,389.00 for the purchase of three (3) backhoes, one (1) skid steer loader, one (1) pneumatic roller, and one (1) soil compactor; and to Holt Cat, Laredo, TX in the total amount of $94,568.00 for the purchase of one (1) double drum roller. Funding is available from 2007 certificates of obligation bond proceeds and the Utilities Department Budget.

57. Consideration to award contract number FY07-130 to the low bidder, JJ International Safety Equipment, Laredo, Texas, in the estimated amount $116,257.25 for the purchase of thirty-eight (38) different completed traffic and street name signs. This is annual supply contract which will allow for the purchase of replacement signs for a one (1) year period at a fixed price. These signs are purchased throughout the year to replace damaged or faded signs. Funding is available in the Traffic Safety Department Budget.

58. Consideration to award contract FY07-118 to the low bidder, Princeton Server Group, Lake Mary, Florida, in the amount of $39,462.92 to provide an automated video server system for the Public Access Channel operation. The contract includes installation, training and a full one-year warranty for parts and labor. Funding is available in the Information Technology and Support Services-Public Education and Government (PEG) Fee Fund.

59. Consideration to award contract FY07-153 to the sole bidder, Texas Wired Music, Inc., San Antonio, Texas, in the amount of $172,203.60 to provide audio visual equipment to be installed at the City Council Chambers. This contract is for the purchase and installation of replacement video cameras, a microphone system with voting and parliamentary features, a video interface system with the existing City Council Chamber personal computers and video monitors. Funding is available in the Information Technology and Support Services-Public Education and Government (PEG) Fee Fund.

60. Consideration to authorize the purchase of two (2) truck tractors in the total amount of $223,624.00 through the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program's contract pricing from Rush Truck Center, Houston. These trucks will be assigned to the Public Works Department. These are used with the lowboy trailers to move the City's heavy machinery to jobsites. Funding is available from 2007 certificates of obligation bond proceeds.

61. Authorizing the City Manager to acquire through negotiations, the "Surface Only" of Lot 15, Block 5, Chaparral Village II, Subdivision, for the Chacon Creek/Chaparral Drainage Improvements Project, to construct a connection to an existing drainage channel in order to alleviate flooding in that area. Said parcel is to be acquired in an amount not to exceed $144,000.00, plus approximately $2,000.00 in incidental expenses. This will be a voluntary transaction. Funding is available in the 1998 Certificates of Obligation Fund.

62. Consideration to authorize the City Manager to sell surplus equipment to the sister city of Cienega de Flores and the city of Rio Bravo, Texas. Surplus equipment consists of backhoes, wheel loader, and a dump truck. Surplus equipment will be sold at a reduced price of the salvage value. The sale prices are as follows: Unit 4136 backhoe-$3,000.00, Unit 4113 backhoe-$2,125.00; Unit 4134 wheel loader-$3,625.00; and Unit 6082 dump truck-$1,250.00.

63. Consideration to execute a service agreement for digital mapping services in the amount of $149,900.00 for Jim Hogg and Starr counties with Contact One, Inc. through the Houston-Galveston Area Council of Governments (HGAC) cooperative purchasing program. The digital maps would allow 9-1-1 calls in these two (2) counties to be graphically displayed at the public safety answering points (PSAPs). Funding is available in the 9-1-1 Regional Fund.

64. Consideration to execute a service agreement for digital aerial photography in the amount of $309,159.87 for Jim Hogg, Starr, Webb, and Zapata counties with Positron Public Safety Systems through the Houston Galveston Area Council of Governments (HGAC) cooperative purchasing program. Funding is available in the 9-1-1 Regional Fund.

65. Consideration for approval of change order No. 2 an increase of $36,902.00 for additional engineering services and extension of contract termination date from December 31, 2006 to September 21, 2007 to the professional services contract with TEDSI Infrastructure Group for design and preparation of plans and specifications for the traffic signal and roadway improvements on Del Mar Blvd. at the intersection of Winfield Parkway/J.B. Alexander Parkway. Current construction contract amount is $143,590.00. Funding is available in the 2006 C.O. Issue.

66. Approving the submission of the 2007- One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through the 33rd Action Year, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

33rd AY Community Development Block Grant $3,711,664 and $96,060 in CDBG Program Income

Community Development Administration	$678,151
Housing Rehabilitation Administration	$214,405
Housing Rehabilitation Loan Program ($96,060 derived from CDBG Program Income)	$308,613
Code Enforcement	$479,216
Graffiti Removal Program	$ 44,185
Hamilton Hotel- Section 108 Loan Repayment	$163,154
Cielito Lindo Park	$225,000
Slaughter Park Construction	$400,000
Shade Structures along Zacate Creek	$100,000
Sidewalks (District IV)	$125,000
Sidewalks (District V)	$125,000
Fire Truck (Station #4)	$340,000
EMS Ambulance (Station #1)	$180,000
Eistetter Park Multi-purpose Field Improvements	$100,000
Dryden Park Expansion	$225,000
Canizales Park Pavilion and Improvements	$100,000

2007 HOME Investment Partnership Grant $1,290,876 and $60,006 in Program Income

HOME Program Administration	$129,087
Downpayment Assistance	$697,683
Tenant-Based Rental Assistance	$330,480
Community Housing Development Organizations	$193,632

2007 American Dream Downpayment Initatative $12,841

Downpayment Assistance	$12,841

2006 Emergency Shelter Grant $160,079

ESG Program Administration	$ 2,600
Homeless Prevention Program	$48,000
Homeless Shelter Program (Operations and Rehabilitation)	$69,479
Essential Services	$40,000

XIII. STAFF REPORT

67.

A. Presentation by Mr. Mario Medina, TXDOT District Engineer, regarding inspection stations.

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.

68. Request for Executive Session pursuant to Texas Government Code Section 551.071 (1) (B) to consult with Assistant City Attorney on settlement offer regarding Shade Concepts L.L.C., and return to open session for possible action.

69. Request for Executive Session pursuant to Section 551.071 (1) (A) of the Texas Government Code (Contemplated Litigation) to consult with the Assistant City Attorney regarding warranty from Trico-USA, Inc., for repairs at Eistetter Park, and return to open session for possible action.

70. Request for Executive Session pursuant to pursuant to Texas Government Code Section 551.074 (a)(1) and Section 4.02 of the Charter, on possible appointment by the City Manager and confirmation by the City Council of a new city attorney; and return to public session for possible action.

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

71. **2007-RT-004** Authorizing the City Manager to apply for the State Public Transportation Funds in the amount of $458,221.00 with the Texas Department of Transportation which is authorized to distribute state funds for Transit Capital and Operating Assistance in urbanized areas under 200,000 in population.

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

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, August 1, 2007 at 8:00 p.m.

Gustavo Guevara, Jr.
City Secretary

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

a.

A. **Request by Council Member Hector J. Garcia**

1. Discussion with possible action on placing speed humps on Napoleon Street near Santo Nino Elementary School due to safety reasons.

2. Discussion with possible action on a report of the flooding on Ash Street.

B. **Request by Council Member Dr. Michael Landeck**

1. Discussion with possible action regarding a proposal for the sale of the 88.6913-acres of land to the Laredo Town Center, L.P.

C. **Request by Council Member Juan Chavez**

1. Discussion on dedicating a certain percentage of the gross revenues of the World Trade and Colombia Bridge crossings to repair/reconstruct the Industrial Parks/Warehousing streets with possible action. **(Co-Sponsored by Mayor Raul G. Salinas)**

2. Presentation by Union Pacific Railroad representatives on their short and long range plans to resolve the blocking of rail crossings in District VII and District VIII, with possible action. **(Co-Sponsored by Mayor Raul G. Salinas and Council Member Juan Ramirez)**

D. **Request by Council Member Juan Ramirez**

1. Discussions with possible action on having police presence at Bridges I and II fulltime.

2. Discussion with possible action on improving the park benches at Jarvis Plaza and any other park within the downtown area focusing mostly on installing an arm rest between the benches.

3. Discussion with possible action on improving downtown parking lots with a garage storage auto lift system.

4. Discussion with possible action on co-sponsoring the Fiesta en La Playa to be held at the Laredo Civic Center on September 1, 2007, which is being sponsored by the Laredo Hotels and Lodging Association.

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE
08/06/2007	Amending the fiscal year stated on Ordinance 2007-O-110, this grant affects one month of FY 2006-2007, (Sept 1 to Sept 30, 2007) and continues in FY 2007-2008 (Oct 1, 2007 to Aug 31, 2008). The City of Laredo Health Department is amending FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount of $70,000.00 in funds from The Texas Commission on Environmental Quality (TCEQ) to operate and maintain three continuous air monitoring stations (CAMS) by the Health Department for the term period beginning September 1, 2007, through August 31, 2008.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Hector F. Gonzalez, M.D., M.P.H. Health Director

PREVIOUS COUNCIL ACTION: On August 28, 2006, Council approved Ordinance No. 2006-O-178 for $70,000 from TCEQ to continue the operation of the continuous air monitoring stations (CAMS) by the City of Laredo Health Department for the term period beginning September 1, 2006, through August 31, 2007.

BACKGROUND:

The Texas Commission on Environmental Quality (TCEQ) has contracted with the City of Laredo to provide three continuous air monitoring stations (CAMS) which are operated by the City of Laredo Health Department, located as follows: (1) CAMS 44 – on the campus of the Laredo Community College on Washington Street; (2) CAMS 66- Laredo Bridge in the vicinity of the International Bridge, and (3) CAMS 313 – Laredo World Trade Bridge in the vicinity of the new World Trade Bridge.

The City of Laredo Health Department has been monitoring the CAMS stations at regularly scheduled intervals, and will continue operating the stations providing adequate and appropriate staff which have been trained by TCEQ, and are capable of operating and performing light maintenance on meteorological hardware and electronic monitoring equipment. The Department will operate and maintain the air monitoring stations according to TCEQ current Quality Assurance Project Plan. The TCEQ will monitor the station data output on a continuous basis via telephone modem.

The purpose of the continuous air monitoring stations is to provide valuable base line information and date regarding the air quality in this area. To date the data indicates that although there have been some atmospherical changes at different intervals; there have not been any significant abnormal levels of air contaminants to declare non-attainment of air quality standards.

BUDGET ON NEXT PAGE

FINANCIAL: The City of Laredo Health Department will receive $70,000.00 from the Texas Commission on Environmental Quality for the term beginning September 1, 2007 to August 31, 2008. The revenue account for this project is 226-0000-323-1103, and the expenditure division is 226-7220.

RECOMMENDATION:	STAFF: Recommends that Council introduce the ordinance.

Texas Commission on Environmental Quality (TCEQ)
Contract-September 1, 2007 to August 31, 2008
226-7220

BUDGET

REVENUES		
GRANT REVENUE	$	70,000
PROGRAM INCOME		0
TOTAL REVENUES	$	70,000
EXPENSES		
PERSONNEL	$	43,854
FRINGE BENEFITS		15,664
TRAVEL		3,050
EQUIPMENT		0
SUPPLIES		2,857
CONTRACTUAL		0
OTHER		4,575
SUB-TOTAL	$	70,000
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	$	70,000

ORDINANCE

AMENDING THE FISCAL YEAR STATED ON ORDINANCE 2007-O-110, THIS GRANT AFFECTS ONE MONTH OF FY 2006-2007, (SEPT 1 TO SEPT 30, 2007) AND CONTINUES IN FY 2007-2008 (OCT 1, 2007 TO AUG 31, 2008). THE CITY OF LAREDO HEALTH DEPARTMENT IS AMENDING FY 2006-2007 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $70,000.00 IN FUNDS FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TO OPERATE AND MAINTAIN THREE CONTINUOUS AIR MONITORING STATIONS (CAMS) BY THE HEALTH DEPARTMENT FOR THE TERM PERIOD BEGINNING SEPTEMBER 1, 2007, THROUGH AUGUST 31, 2008.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has contracted with the City of Laredo to provide three continuous airs monitoring stations (CAMS) which are operated by the City of Laredo Health Department. One of the CAMS is located at Laredo Community College on the northeast side of the campus, the second CAMS are located at the Juarez-Lincoln International Bridge #2; and the third is located at the Laredo World Trade Bridge.

WHEREAS, the TCEQ will provide funds in the amount of $70,000 for the term of the contract, to reimburse the City of Laredo for the operation of the three CAMS stations; and

WHEREAS, the City of Laredo Health Department has been monitoring the CAMS stations at regularly scheduled intervals, and will continue operating the stations providing adequate and appropriate staff which have been trained by TCEQ, and are capable of operating and performing light maintenance on meteorological hardware and electronic monitoring equipment. The Department will operate and maintain the air monitoring stations according to TCEQ current Quality Assurance Project Plan. The TCEQ will monitor the station data output on a continuous basis via telephone modem.

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

Section 1: Amending the City of Laredo Health Department FY 2006-2007 annual budget by appropriating funds in the amount of $70,000.00 from the Texas Commission on Environmental Quality (TCEQ) to continue the operation of the three continuous air monitoring stations (CAMS), for the contract period beginning September 1, 2007, through August 31, 2008.

Section 2: Revenue line item 226-0000-323-1103 funded by the Texas Commission on Environmental Quality is hereby increased by $70,000.00.

Section 3: Expenditure division 226-7220 is hereby increased by $70,000.00.

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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
08/06/07	Authorizing the City Manager's acceptance of additional grant monies from the South Texas Development Council (STDC) in the amount of $8,322.00 with no matching funds and amending the City of Laredo's FY 2006-2007 Annual Budget for the Environmental Services Fund by appropriating the said additional grant revenue to the appropriate expenditure accounts. The grant funds will be used for additional purchases of recycling containers.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Jr., Assistant City Manager	Riazul Mia, P.E., Director Environmental Services Department

PREVIOUS COUNCIL ACTION:
On March 6, 2006, the City Council authorized (resolution no 2006-R-023) the City Manager to submit the grant application to the STDC.
On September 5, 2006 Ordinance 2006-O-215 was approved by Council authorizing the City Manager's acceptance of said grant and amending the 05-06 budget in the amount of $28,213.00.

BACKGROUND:

In Ordinance 2006-O-215, the City of Laredo accepted a grant from the STDC in the amount of $28,213.00 to fund an anti-litter campaign that consisted of a billboard advertising campaign and the purchase of recycling containers that will be distributed through out municipal buildings to help promote recycling, anti-littering and Keep Laredo Beautiful.

The Environmental Services Department has successfully completed the conditions of this grant and has run a anti-litter billboard campaign and has purchased 15 indoor recycling containers that are being distributed to City owned buildings. On July 23, 2007 the Environmental Services Department was notified by STDC that an additional $8,322.00 would be available for the purchase of .additional recycling containers for distribution to City owned facilities.

FINANCIAL IMPACT:

	Amended Budget	Proposed Amended Budget	Proposed Budget Amendment
REVENUES:			
STDC-Regional SW Mgt.	$ 28,213	$ 36,535	$8,322
EXPENDITURES:			
Grant Program	$ 28,213	$ 36,535	$8,322

RECOMMENDATION:	STAFF RECOMMENDATION:
	Introduction of the ordinance.

ORDINANCE

AUTHORIZING THE CITY MANAGER'S ACCEPTANCE OF ADDITIONAL GRANT MONIES FROM THE SOUTH TEXAS DEVELOPMENT COUNCIL (STDC) IN THE AMOUNT OF $8,322.00 WITH NO MATCHING FUNDS AND AMENDING THE CITY OF LAREDO'S FY 2006-2007 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES FUND BY APPROPRIATING THE SAID ADDITIONAL GRANT REVENUE TO THE APPROPRIATE EXPENDITURE ACCOUNTS. THE GRANT FUNDS WILL BE USED FOR ADDITIONAL PURCHASES OF RECYCLING CONTAINERS.

WHEREAS, the South Texas Development Council Regional Solid Waste Grant Program provides for funding of solid waste issues: and,

WHEREAS, the City of Laredo's Environmental Services Department was awarded a grant to implement a litter reduction campaign in 2006; and,

WHEREAS, the City of Laredo's Environmental Services Department has successfully completed the conditions of that grant, and;

WHEREAS, the City of Laredo's Environmental Services Department has been notified that additional funds in the amount of $8,322.00, with no matching funds, are available to purchase additional supplies specified in original grant, and;

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

Section 1: Authorizing the City Manager's acceptance of a grant from the South Texas Development Council (STDC) in the amount of $8,322.00 with no matching funds.

Section 2: Amending the City of Laredo's FY 2006-2007 Annual Budget for the Environmental Services Fund by increasing the budget in the amount of $8,322.00.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE
8/6/07	Amending the City of Laredo FY 2006-2007 Annual Budget for the Waterworks System Operating Fund by increasing twenty (20) Full Time Equivalent positions (FTE's) for a total estimated amount of $ 69,000.00 for the remainder of the fiscal year. These employees will be assigned for the construction of water and sewer line replacement. Funding is available through the 2006 Revenue Bond.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal, City Manager	Tomas M. Rodriguez Jr., P.E., Utilities Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:

A total of five (5) crews will be assigned to various Utility System Construction Projects. The new construction crew created includes:

(1) Crew Leader
(1) Heavy Truck Driver
(1) Heavy Equipment Operator
(1) Utility System Mechanic

These crews will be charged as follows:

All five (5) crews will be charged to 2006 Revenue Bond (4183).

FINANCIAL IMPACT:
Funding for these positions is available in the 2006 Revenue Bond.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
n/a	That the Public Hearing be held and the ordinance be introduced.

ORDINANCE No.

Amending the City of Laredo FY 2006-2007 Annual Budget for the Waterworks System Operating Fund by increasing twenty (20) Full Time Equivalent positions (FTE's) for a total estimated amount of $ 69,000.00 for the remainder of the fiscal year. These employees will be assigned for the construction of water and sewer line replacement. Funding is available through the 2006 Revenue Bond.

WHEREAS, a total of five (5) crews will be assigned to various Utility System Construction Projects, and;

WHEREAS, the new construction crews created include:

(1) Crew Leader
(1) Heavy Truck Driver
(1) Heavy Equipment Operator
(1) Utility System Mechanic

and;

WHEREAS, these Full Time Equivalent positions will be authorized under the 2006 Revenue Bond for the construction of water and sewer line replacement.

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 Approved Full Time Equivalent Positions by creating twenty (20) positions as follows: five (5) Crew Leaders, five (5) Heavy Truck Drivers, five (5) Heavy Equipment Operators, and five (5) Utility System Mechanics under the 2006 Revenue Bond department division (4183).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____ 2007.

_____
RAUL G. SALINAS,
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCITON OF AN ORDINANCE
08/06/2007	Ordinance authorizing the issuance of City of Laredo, Texas Waterworks and Sewer System Revenue Bonds, Series 2007, for the purpose of improving and extending the City's combined Waterworks System and Sewer System, approving an official statement, authorizing the execution of a purchase contact, making provisions for the security thereof; authorizing amendment to the City's Budget to appropriate such proceeds for purposes authorized herein and ordaining other matters relating to the subject.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Pete Tart, McCall Parkhurst & Horton, L. L. P. Rosario C. Cabello, Finance Director

PREVIOUS COUNCIL ACTION:

On July 2, 2007, a Plan of Finance was presented to City Council by Mr. Noe Hinojosa of Estrada-Hinojosa & Company, Financial Advisors for the City of Laredo.

A public hearing and introduction of this ordinance was held on August 6, 2007.

BACKGROUND:

The City of Laredo will be issuing a Revenue Bond for various waterworks and sewer system projects. The projects will improve and extend the City's combined Waterworks and Sewer Systems.

FINANCIAL IMPACT:

The interest on the bond is to be determined at the time of the sale. A debt service payment will be incurred and paid semi-annually and will be included on future City of Laredo budgets.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Hold a public hearing and introduce this ordinance.

ORDINANCE NO. 2007-

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LAREDO, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2007, FOR THE PURPOSE OF IMPROVING AND EXTENDING THE CITY'S COMBINED WATERWORKS SYSTEM AND SEWER SYSTEM, APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT, MAKING PROVISIONS FOR THE SECURITY THEREOF; AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN, AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTY OF WEBB	§
CITY OF LAREDO	§

WHEREAS, the following sewer system and waterworks and sewer system revenue bonds of the City of Laredo ("Issuer" or "City") are payable from a first lien on the City's combined waterworks system and sewer system, are presently outstanding:

City of Laredo, Texas Sewer System Revenue Refunding Bonds, Series 2002A, dated August 1, 2002, maturities March 1, 2008 through March 1, 2011, now outstanding in the aggregate principal amount of $670,000 (the "Series 2002A Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

City of Laredo, Texas Sewer System Revenue Refunding Bonds, Taxable Series 2002B, dated August 1, 2002, maturities March 1, 2008 through March 1, 2011, now outstanding in the aggregate principal amount of $900,000 (the "Series 2002B Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

City of Laredo, Texas Waterworks and Sewer System Revenue Bonds, Series 2004A, dated August 1, 2004, maturities March 1, 2008 through March 1, 2024, now outstanding in the aggregate principal amount of $6,770,000 (the "Series 2004A Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

City of Laredo, Texas Waterworks and Sewer System Revenue Refunding Bonds, Taxable Series 2004B, dated August 1, 2004, maturities March 1, 2008 through March 1, 2010, now outstanding in the aggregate principal amount of $3,360,000 (the "Series 2004B Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

City of Laredo, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2005, dated July 1, 2005, maturities March 1, 2008 through March 1, 2025, now outstanding in the aggregate principal amount of $6,010,000 (the "Series 2005 Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

City of Laredo, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2006, dated June 1, 2006, maturities March 1, 2008 through March 1, 2026, now outstanding in the aggregate principal amount of $13,200,000 (the "Series 2006 Bonds" or "Outstanding Bonds" or "Outstanding Revenue Bonds"); and

WHEREAS, the Issuer deems it advisable to authorize and deliver these Bonds, for improvement and extension to the Issuer's Combined Waterworks System and Sewer System; and

WHEREAS, the bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502, Texas Government Code; and

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code.

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

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bond or bonds of the City of Laredo (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $18,130,000 for the purpose of improving and extending the Issuer's combined Waterworks System and Sewer System.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF LAREDO, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BOND, SERIES 2007", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in annual installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial and annual maturities, and in the denomination or denominations of $5,000 or any integral multiple of $5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Ordinance shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND. (a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated August 1, 2007, in the denomination and aggregate principal amount of $18,130,000 numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: _____or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bond to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL BOND set forth in this Ordinance.

(b) The Initial Bond (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 4. INTEREST. The unpaid principal balance of the Initial Bond shall bear interest from the date of the Initial Bond and will be calculated on the basis of a 360-day year of twelve 30-day months to the respective scheduled due dates, of the installments of principal of the Initial Bond, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

FORM OF INITIAL BOND

NO. R-1 **$18,130,000**

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND, SERIES 2007

The CITY OF LAREDO, in WEBB COUNTY, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

EIGHTEEN MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS

in annual installments of principal due and payable on March 1 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2008	$	2018	$
2009		2019	
2010		2020	
2011		2021	
2012		2022	
2013		2023	
2014		2024	
2015		2025	
2016		2026	
2017		2027	

and to pay interest, from the date of this Bond hereinafter stated, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

maturity 2008, _____%	maturity 2018, _____%
maturity 2009, _____%	maturity 2019, _____%
maturity 2010, _____%	maturity 2020, _____%
maturity 2011, _____%	maturity 2021, _____%
maturity 2012, _____%	maturity 2022, _____%
maturity 2013, _____%	maturity 2023, _____%
maturity 2014, _____%	maturity 2024, _____%
maturity 2015, _____%	maturity 2025, _____%
maturity 2016, _____%	maturity 2026, _____%
maturity 2017, _____%	maturity 2027, _____%

with said interest being payable on March 1, 2008, and semiannually on each September 1 and March 1 thereafter while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through the services of The Bank of New York Trust Company, National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of $18,130,000 for the purpose of improving and extending the Issuer's Combined Waterworks System and Sewer System.

ON MARCH 1, 2017, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption, a written notice of such prepayment or redemption shall be mailed by United States mail, first class postage pre-paid, by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Bond or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying

Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Bond or any portion hereof.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of $5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of $5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Ordinance, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND ORDINANCE, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending

with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of said Issuer, and that the principal of and interest on this Bond, together with other outstanding Revenue Bonds of the Issuer, are payable and secured by a first lien on and pledge of the Pledged Revenues as defined in the Bond Ordinance.

THE ISSUER has reserved the right, subject to the restrictions stated, and adopted by reference, in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds which also may be made payable from, and secured by a first lien on and pledge of, the aforesaid Net Revenues.

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond, and has caused this Bond to be dated August 1, 2007.

City Secretary	Mayor

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE BONDS. (a) Registration and Transfer. The Issuer shall keep or cause to be kept at the principal corporate trust office of The Bank of New York Trust Company, National Association, Dallas, Texas, (the "Paying Agent/Registrar") books or records of the registration and transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon

surrender of any Bonds or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, in the denomination of $5,000, or any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered,

and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed a certificate, in the form substantially as follows:

"PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Paying Agent/Registrar

Dated _____ By_____
Authorized Representative"

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so

as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1207, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Ordinance.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Ordinance.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/ Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position

and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on, as the case may be, the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, as the case may be, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on, or as the case may be, the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest, as the case may be, pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, or as the case may be, such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

FORM OF SUBSTITUTE BOND

NO. _____ **PRINCIPAL AMOUNT**

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND, SERIES 2007

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP NO.
		August 1, 2007	

ON THE MATURITY DATE specified above THE CITY OF LAREDO, in WEBB COUNTY, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

_____,

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____

and to pay interest thereon from August 1, 2007 to the maturity date specified above, at the interest rate per annum specified above; with interest being payable on March 1, 2008 and semiannually thereafter on each September 1 and March 1, except that if the date of authentication of this Bond is later than February 15, 2008, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of The Bank of New York Trust Company, National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit

with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and the risk and expense of, the registered owner. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated August 1, 2007, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $18,130,000 for the purpose of improving and extending the Issuer's Combined Waterworks System and Sewer System.

ON MARCH 1, 2017, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption, a written notice of such prepayment or redemption shall be mailed by United States mail, first class postage pre-paid, by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Bond or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Bond or any portion hereof.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF $5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of said Issuer, and that the principal of and interest on this Bond, together with other outstanding Revenue Bonds of the Issuer, are payable and secured by a first lien on and pledge of the Pledged Revenues as defined in the Bond Ordinance.

THE ISSUER has reserved the right, subject to the restrictions stated, and adopted by reference, in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds which also may be made payable from, and secured by a first lien on and pledge of, the aforesaid Net Revenues.

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

City Secretary Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated JPMorgan Chase Bank, National Association, Dallas, Texas

By_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

_____

_____ _____

(Assignee's Social Security or Tax Payer Identification Number)

(Print or type Assignee's Name and Address Including Zip Code)

and hereby irrevocably constitutes and appoints

_____

Attorney, to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated _____

_____ _____

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Bond in every particular without alteration or enlargement or any change whatsoever.

Section 8. DEFINITIONS. As used in this Ordinance, the following terms shall have the meaning as set forth below, unless the text hereof specifically indicates otherwise:

(a) "Additional Bonds" means the additional parity revenue bonds which the City reserves the right to issue in the future, as provided in Sections 22 and 23 of this Ordinance.

(b) "Bonds" means the Series 2007 Bonds authorized by this Ordinance.

(c) "Gross Revenues of the System" or "Gross Revenues" means all revenues, income, and receipts of every nature derived or received by the City from the operation and ownership of the Sewer System and Waterworks System.

(d) "Net Revenues of the System" or "Net Revenues" means all Gross Revenues of the System after deducting and paying the current expenses of operation and maintenance of the System, as required by Chapter 1502, Texas Government Code, as amended, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided; however, that only such repairs and extensions, as in the judgment of the City, reasonably and fairly exercised by the adoption of appropriate resolutions, are necessary to keep the System in operation and render adequate service to said City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the Parity Bonds, shall be deducted in determining "Net Revenues of the System." Depreciation shall never be considered as an expense of operation and maintenance.

(e) "Parity Bonds" means collectively the Previously Issued Parity Bonds, the Bonds, and any Additional Bonds

(f) "Pledged Revenues" means (1) the Net Revenues of the System, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Parity Bonds.

(g) "Previously Issued Parity Bonds" means collectively the Series 2002A Bonds, the Series 2002B Bonds, the Series 2004A Bonds, the Series 2004B Bonds, the Series 2005 Bonds, and the Series 2006 Bonds.

(h) "System"' or "Combined Waterworks System and Sewer System" means and includes the Issuer's existing sanitary sewer system and waterworks system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof, provided, however, that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any sewer facilities and/or waterworks system which are declared not to be a part of the System and which are acquired or constructed by the Issuer with the proceeds from the issuance of "Special Facilities Bonds.

(i) "year" means the fiscal year used in connection with the operation of the System.

Section 9. PLEDGE. The Bonds are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues (which includes specifically an irrevocable first lien on and pledge of the Net Revenue of the System), on a parity with the Previously Issued Parity Bonds. The Pledged Revenues are further pledged irrevocably to the establishment and maintenance of the Bond Fund and the Reserve Fund heretofore created pursuant to the ordinances authorizing the Previously Issued Parity Bonds and authorized to be maintained pursuant to this Ordinance. The Previously Issued Parity Bonds and the Bonds are not secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

Section 10. MANAGEMENT OF THE SYSTEM. The City Council has assumed management and control for the System in accordance with Chapter 1502, Texas Government Code. All of the Funds established by the ordinances for the Series 2002A Bonds, Series 2002B Bonds, Series 2004A Bonds, Series 2004B Bonds, Series 2005 Bonds , Series 2006 Bonds and Series 2007 Bonds shall now include the combined waterworks system and sewer system.

Section 11. APPLICATION OF REVENUES. (a) The City has created, established, and maintained a special fund with it official depository, to be entitled the "City of Laredo Sewer and Waterworks System Revenue Fund" (the "Revenue Fund").

All Gross Revenues of the System shall be deposited from day to day as collected into the Revenue Fund, and the reasonable, necessary, and proper current expenses of operation and maintenance of the System shall be paid from the Revenue Fund as a first charge thereon. The Net Revenues of the System shall be transferred and deposited by the Issuer from the Revenue Fund into the Bond Fund and the Reserve Fund created and established by this ordinance, in the manner and amounts hereinafter provided, and each of such Funds shall have priority as to such deposits in the order in which they are treated in the following sections.

Section 12. BOND FUND. For the sole purpose of paying the principal of and interest on all Parity Bonds as the same come due, there has been created, and the Issuer shall establish and maintain at an official depository of the Issuer, a separate fund to be entitled the "City of Laredo Sewer and Waterworks System and Waterworks Bond Fund" (the "Bond Fund").

Section 13. RESERVE FUND. There has been created, and the Issuer shall establish and maintain at an official depository of the Issuer, a separate fund to be entitled the "City of Laredo Sewer System Bond Reserve Fund (the "Reserve Fund"). The Reserve Fund shall be used solely for the purpose of finally retiring the last of the outstanding Parity Bonds, or for paying principal of and interest on any outstanding Parity Bonds when and to the extent the amount in the Bond Fund is insufficient for such purpose.

Section 14. INVESTMENTS. Money in any Fund established pursuant to this Ordinance may be placed in time deposits or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or be invested in direct obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers Home Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investment shall be valued in terms of current market value annually as of the 15th day of January of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Parity Bonds.

Section 15. FUNDS SECURED. Money in all Funds created by this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Issuer, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 16. DEBT SERVICE REQUIREMENTS. (a) Immediately after the delivery of the Bonds, the Issuer shall deposit any accrued interest received as proceeds from the sale and delivery of the Bonds to the credit of the Bond Fund.

(b) The Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Bond Fund the amounts, at the time, as follows:

(i) Such amounts, deposited in approximately equal monthly installments on or before the 20th day of each month as will be sufficient, together with other amounts, if any, then on hand in the Bond Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Parity Bonds on the next succeeding interest payment date; and

(ii) Such amounts, deposited in approximately equal monthly installments on or before the 20th day of each month as will be sufficient, together with other amounts, if any, then on hand in the Bond Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Parity Bonds (whether by maturity or earlier mandatory sinking fund redemption) on the next succeeding principal payment date.

(c) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the

registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 17. RESERVE REQUIREMENTS. So long as any of any Previously Issued Parity Bonds or Bonds are outstanding and unpaid, there shall be maintained in the Reserve Fund an amount at least equal to the average annual principal and interest requirement on the outstanding Previously Issued Parity Bonds and the Bonds, which amount constitutes the "Required Amount." The City Council hereby finds that, upon delivery of the Bonds, the Reserve Fund will contain an amount at least equal to the Required Amount, taking into consideration the issuance of the Bonds. When and so long as the money and investments in the Reserve Fund are not less in market value than the Required Amount, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Amount, then, subject and subordinate to making the required deposit to the credit of the Bond Fund, the Issuer, as required by this Ordinance, shall transfer from the Net Revenues of the System and/or any other Pledged Revenues and deposit to the credit of the Reserve Fund, monthly, on or before the 20th day of each month, a sum equal to 1/60th of the Required Amount until the Reserve Fund is restored to the Required Amount. So long as the Reserve Fund contains the Required Amount, any surplus in the Reserve Fund above the Required Amount shall be deposited to the credit of the Bond Fund.

Section 18. DEFICIENCIES. If on any occasion there should not be sufficient Pledged Revenues to make the required deposits into the Bond Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

Section 19. SURPLUS REVENUES. Subject to making the required deposits to the credit of the Bond Fund and the Reserve Fund, when and as required by this Ordinance, and any ordinance or ordinances authorizing the issuance of Additional Bonds, any surplus Pledged Revenues, to the extent available, shall be used and applied as follows:

(a) first, an amount equal to not less than 5% nor more than 10%, as determined by the Issuer, of the Gross Revenues of the System for each year shall be set aside in a "Contingency and Retirement Fund," and held and used by the Issuer to make extension, improvements, additions, and any other capital expenditures related to the System, or to make necessary repairs or replacements of the System, or, at the option of the Issuer, to pay any principal of or interest on any Parity Bonds; and

(b) second, for all payments made with respect to any subordinate lien bonds, which the Issuer has specifically reserved the right to issue under Section 24(f) of this Ordinance; and

(c) third, any remaining surplus Net Revenues may be used by the Issuer for any other lawful purpose.

Section 20. PAYMENT OF BONDS. On or before August 25, 2007, and semiannually on or before the 25th day of each February and August thereafter while any of the Parity Bonds are outstanding and unpaid, the City shall make available to the Paying Agent/Registrar therefor, out of the Bond Fund or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Parity Bonds as will accrue or mature on the March 1 or September 1 immediately following. The Paying Agent/Registrar shall cancel and deliver to the Treasurer of the Issuer, or shall destroy, all paid Parity Bonds and furnish the Issuer with an appropriate certificate of cancellation or destruction.

Section 21. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 21(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 21(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not

been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 22. ADDITIONAL BONDS. (a) The City shall have the right and power at any time, and from time to time, and in one or more series or issues, to authorize, issue, and deliver Additional Bonds, in any amounts, for any lawful purpose, including the refunding of any Bonds. Such Additional Bonds may be issued in such form and manner and under such terms and conditions, not inconsistent with this ordinance, as may be determined within the discretion of the City Council. If and when authorized, issued, and delivered in accordance with this Ordinance, such Additional Bonds shall be secured by and made payable equally and ratably on a parity with all other outstanding Parity Bonds, from an irrevocable prior lien on and pledge of the Pledged Revenues.

(b) The Bond Fund and the Reserve Fund, shall secure and be used to pay all Additional Bonds as well as the outstanding Parity Bonds. However, each Ordinance under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Bonds to be transferred and deposited from Pledged Revenues to the credit of the Bond Fund, the City, shall transfer and deposit to the credit of the Bond Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same come due; and that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased (if and to the extent necessary) to an amount not less than the Required Amount; and that the Required Amount shall be so accumulated by the deposit in the Reserve Fund of all or any part of said Required Amount in cash immediately after the delivery of the then proposed Additional Bonds, or by the deposit of all or any part of said Required Amount (or any balance of said Required Amount not deposited in cash as permitted above) in substantially equal periodic installments, at least annually, sufficient to accumulate the Required Amount within five years from the date of the then proposed Additional Bonds.

(c) All calculations of average annual principal and interest requirements made pursuant to this Section shall be made as of and from the date of the Additional Bonds then proposed to be issued.

(d) The principal of all Additional Bonds must be scheduled to be paid or mature on March 1 and/or September 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on March 1 or September 1.

Section 23. FURTHER REQUIREMENTS FOR ADDITIONAL BONDS. Additional Bonds shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The Mayor and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition, or obligation in connection with all outstanding Previously Issued Parity Bonds and Bonds, and the ordinances authorizing same, and that the Bond Fund and the Reserve Fund each contains the amount then required to be therein.

(b) An independent certified public accountant, or independent firm of certified public accountants, signs a written certificate to the effect that, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than 90 days prior to the passage of the

ordinance authorizing the issuance of the then proposed Additional Bonds, the Pledged Revenues were, in his or its opinion, at least equal to 1.40 times the average annual principal and interest requirements of all Previously Issued Parity Bonds and Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

Section 24. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law.

(a) Performance. The Issuer will faithfully perform and cause the City to perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance, and each ordinance authorizing the issuance of Parity Bonds, and in each and every Parity Bond; the City will promptly pay or cause to be paid the principal of and interest on every Parity Bond, on the dates and in the places and manner prescribed in such ordinances and Parity Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Bond Fund and the Reserve Fund; and any holder of the Parity Bonds may require the City, the City, their officials and employees, to carry out, respect, or enforce the covenants and obligations of this Ordinance, or any ordinance authorizing the issuance of Parity Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, the City, their officials and employees.

(b) City's Legal Authority. The City is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. The City has or will obtain lawful title to the lands, buildings, structures, and facilities constituting the System and warrants that it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Previously Issued Parity Bonds and the Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. The City will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City or the City.

(e) Operation of the System: No Free Service. While any of the Bonds or Additional Bonds are outstanding, the Issuer covenants and agrees to maintain the System in good condition and to operate this System or to cause the System to be operated by contracting parties, in an efficient manner and at reasonable expense, and that the Issuer may enter into a contract for the operation of such System. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by

the City out of funds from sources other than the revenues of the System, unless made from surplus Pledged Revenues as permitted in Section 19(c) hereof.

(f) Further Encumbrance. While the Previously Issued Parity Bonds or the Bonds are outstanding and unpaid, the City shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Ordinance; but the right of the City to issue revenue bonds payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Previously Issued Parity Bonds or the Bonds are outstanding and unpaid, the City shall not sell convey, mortgage, encumber, lease, or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof, and provided that whenever the City deems it necessary to dispose of any machinery, fixtures, or equipment, it may sell or otherwise dispose of such machinery, fixtures, or equipment when it has made arrangement to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary.

(h) Insurance. While any Previously Issued Parity Bonds or Bonds are outstanding, the City shall cause to be insured such part of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents, or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage issuance shall also be carried unless the City Attorney gives a written opinion to the effect that the City is liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the bondholders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Bonds, ratably in the proportion that the outstanding principal of each Series or issue of such Bonds bears to the total outstanding principal of all Bonds; provided that if on any such occasion the principal of any such series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(ii) if none of the outstanding Parity Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds in the same proportion as prescribed in the foregoing clause (i) to the extent practicable; provided that the purchase price for any such Bond shall not exceed the redemption price of such Bond on the first date upon which it becomes subject to redemption; or (iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be

complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacement originally required, whichever of said events occurs first.

The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of issuance, and listing all policies carried, and whether or not all insurance premiums upon the insurance polices to which reference is hereinbefore made have been paid.

(i) Rate Covenant. The City Council of the City will fix, establish, maintain, and collect such rates, charges, and fees for the use and availability of the System at all times as are necessary to produce Net Revenues of the System which, together with any other Pledged Revenues, will be (A) in an amount at least sufficient to make all payments and deposits when and as required by the Bond Ordinances, this Ordinance, and each ordinance authorizing the issuance of Additional Bonds to be made from Pledged Revenues or (B) in an amount each year at least equal to 1.4 times the average annual principal and interest requirements of all Parity Bonds which, at the beginning of such year, due and lawful provision had not been made for their payment, whichever of the foregoing (A) or (B) is the greater.

(j) Records. Proper books of record and account shall be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(k) Audits. After the close of each year while any of the Parity Bonds are outstanding, an audit will be made of the books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant or an independent fm of certified public accountants. As soon as practicable after the close of each such year, and when said audit has been completed and made available to the City, a copy of such audit for the preceding year shall be mailed to any bondholder of the Previously Issued Parity Bonds who shall so request in writing. Such annual audit reports shall be provided to certain information repositories for the benefit of the bondholders of all Parity Bonds and their agents and representatives in accordance with Section 29.

(l) Governmental Agencies. The City will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(m) No Competition. The City covenants that it will not grant any franchise or permit for the acquisition, construction, or operation of any competing sewer facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

Section 25. AMENDMENT OF ORDINANCE. (a) The holders of Previously Issued Parity Bonds and Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Previously Issued Parity Bonds and Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this ordinance or in the Previously Issued Parity Bonds and the Bonds so as to:

(i) Make any change in the maturity of the outstanding Previously Issued Parity Bonds or Bonds;

(ii) Reduce the rate of interest home by any of the outstanding Previously Issued Parity Bonds or Bonds;

(iii) Reduce the amount of the principal payable on the outstanding Previously Issued Parity Bonds or Bonds;

(iv) Modify the terms of payment of principal of or interest on the outstanding Previously Issued Parity Bonds or Bonds, or impose any conditions with respect to such payment;

(v) Affect the rights of the holders of less than all of the Previously Issued Parity Bonds and Bonds then outstanding; or

(vi) Change the minimum percentage of the principal amount of Previously Issued Parity Bonds and Bonds necessary for consent to such amendment.

(b) If at any time the Council shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York, or in the City of Austin, Texas, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Parity Bonds. Such publication is not required, however, if notice in writing is given to each holder of Parity Bonds.

(c) Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other service of written notice, the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Previously Issued Parity Bonds and Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties, and obligations under this Ordinance and all the holders of then outstanding Previously Issued Parity Bonds and Bonds shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Previously Issued Parity Bonds or a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Previously Issued Parity Bonds and Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding New Series Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of Previously Issued Parity Bonds or Bonds by any bondholder and the amount and numbers of such Previously Issued Parity Bonds and Bonds, and the date of their holding same, may be proved by the affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Previously Issued Parity Bonds and Bonds described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

Section 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1207, this Section 26 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(d) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 27. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF

OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 28. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Bonds holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Bonds, transferred proceeds (if any) and proceeds of the refunded Bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 29. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original

expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advise of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 30. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 31. CONTINUING DISCLOSURE. (a) Annual Reports. (i) The Issuer shall provide annually to each NRMSIR and any SID, within four months after the end of each fiscal year ending in or after 2007, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 33 of this Ordinance, being the information described in Exhibit A. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit A thereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements by the required time and audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The Issuer shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds;

8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds; and
11. Rating changes.

The Issuer shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial

information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*NRMSIR*" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*SID*" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

Section 32. SALE OF INITIAL BOND. The Initial Bond is hereby sold and shall be delivered to _____(the "Underwriters") for cash for the price of $_____, being the par value thereof less a discount to the Underwriters of $_____, and a reoffering premium of $_____ plus accrued interest thereon to date of delivery (accrued interest to be deposited into the Interest and Sinking Fund) pursuant to the terms and provisions of a Purchase Agreement with the Underwriters. It is hereby officially found, determined, and declared that the Initial Bond has been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form attached hereto as Exhibit B, which the Mayor of the Issuer is hereby authorized and directed to execute and deliver and which the City Secretary of the issuer is hereby authorized and directed to attest. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of _____.

Section 33. APPROVAL OF OFFICIAL STATEMENT. The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The Preliminary Official Statement, dated August 8, 2007, is hereby approved and deemed final as of its date, as required by SEC Rule 15-2-12, and the distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 34. COMBINED UTILITY SYSTEM. The City Council has authorized the combining of the City's existing waterworks system and the existing sanitary sewer system into one combined waterworks system and sewer system, all in accordance with the Ordinances authorizing the Series 2004A Bonds and Series 2004B Bonds.

Section 35. INTEREST EARNINGS ON BOND PROCEEDS. The earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other Bonds proceeds as described in Section 1 hereof; provided that after completion of such project, as financed by the original bond issue, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund.

Section 36. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 37. INSURANCE. The Issuer approves the insurance of the Bonds by _____ and the payment of such premium and covenant to comply with all of the terms of the insurance commitment, a copy of which is attached hereto as Exhibit C and is hereby adopted by this Ordinance.

Section 38. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

Section 39. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Bonds for the purposes authorized herein.

APPROVED this the 15th day of August, 2007.

_____
Raul G. Salinas, Mayor

_____
Gustavo Guevara, Jr., City Secretary

APPROVED:

_____
Anthony C. McGettrick, Acting City Attorney

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 31 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement and Tables referred to) below:

Tables 1 through 14 and in Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT B

PURCHASE AGREEMENT

The Purchase Agreement has been omitted at this point as it appears in executed form elsewhere in this transcript.

EXHIBIT C

INSURANCE COMMITMENT

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCITON OF AN ORDINANCE
08/06/2007	Ordinance authorizing the issuance of City of Laredo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2007, for paying all or a portion of the City's contractual obligations for the purpose of: (1) Constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (2) Acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Division, Convention and Visitor's Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department, and Water and Sewer Departments; (3) Acquiring, constructing, improving and equipping the City's Parks including design and construction of a City Golf Course, Water Park and Recreation Centers; (4) Acquisition of equipment and improvements to Fire Department Building and Training Center and Law Enforcement Buildings; (5) Improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to municipal buildings; (6) For payment of legal, fiscal, and engineering fees in connection with such projects; approving an official statement, authorizing the execution of a purchase contract, making provisions for the security thereof; (7) And authorizing amendment to City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Pete Tart, McCall Parkhurst & Horton, L. L. P. Rosario C. Cabello, Finance Director

PREVIOUS COUNCIL ACTION:

On July 2, 2007, a Plan of Finance was presented to City Council by Mr. Noe Hinojosa of Estrada-Hinojosa & Company, Financial Advisors for the City of Laredo.

A public hearing and introduction of this ordinance was held on August 6, 2007.

BACKGROUND:

The City of Laredo will be issuing a Certificate of Obligation for various projects as well as for acquisition of equipment and land. The projects include streets, vehicles for various departments, City Parks including Golf Course and Water Park, Fire Department equipment and building improvements, Fleet Management Facilities and Drainage improvement projects.

FINANCIAL IMPACT:

The interest on the bond is to be determined at the time of the sale. A debt service payment will be incurred and paid semi-annually and will be included on future City of Laredo budgets.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Hold a public hearing and introduce this ordinance.

ORDINANCE NO. 2007-

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2007, FOR PAYING ALL OR A PORTION OF THE CITY'S CONTRACTUAL OBLIGATIONS FOR THE PURPOSE OF:

(1) CONSTRUCTING, IMPROVING AND REPAIRING CITY STREETS AND SIDEWALKS, TOGETHER WITH DRAINAGE, TRAFFIC AND STREET SIGNALIZATION AND LIGHTING IMPROVEMENTS;

(2) ACQUISITION OF MUNICIPAL EQUIPMENT AND MUNICIPAL VEHICLES FOR THE CITY'S AIRPORT DEPARTMENT, CIVIC CENTER DIVISION, CONVENTION AND VISITOR'S BUREAU DEPARTMENT, ENGINEERING DEPARTMENT, HEALTH DEPARTMENT, PUBLIC SAFETY DEPARTMENT, PUBLIC WORKS DEPARTMENT, SOLID WASTE DEPARTMENT AND WATER AND SEWER DEPARTMENTS;

(3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING THE CITY'S PARKS INCLUDING DESIGN AND CONSTRUCTION OF A CITY GOLF COURSE, WATER PARK AND RECREATION CENTERS;

(4) ACQUISITION OF EQUIPMENT AND IMPROVEMENTS TO FIRE DEPARTMENT BUILDINGS AND TRAINING CENTER, AND LAW ENFORCEMENT BUILDINGS; AND

(5) IMPROVEMENTS TO CITY'S FLEET MANAGEMENT FACILITIES AND DRAINAGE FACILITIES, INCLUDING LAND ACQUISITION AND RIGHT-OF-WAY, CONSTRUCTION AND DESIGN, AND MAJOR REPAIRS TO MUNICIPAL BUILDINGS;

(6) FOR THE PAYMENT OF LEGAL, FISCAL, AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS; APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT, MAKING PROVISIONS FOR THE SECURITY THEREOF;

(7) AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTY OF WEBB	§
CITY OF LAREDO	§

WHEREAS, the City deems it advisable to give notice of intention to issue Combination Tax and Certificates of Obligation, in the maximum amount of $74,255,000, for paying all or a portion of the City's contractual obligations for the purpose of (i) constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (ii) acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Department, Convention Center and Visitors Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department and Water and Sewer Department; (iii) acquiring, constructing, improving and equipping the City's parks including design and construction of a City golf course, water park and recreation centers; (iv)acquisition of equipment and improvements to Fire Department Buildings and Training Center, and Law Enforcement Buildings; and (v) improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to

Municipal Buildings, and for the payment of legal, fiscal, and engineering fees in connection with such projects; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271 of the Local Government Code, and Chapter 367, Transportation Code; and

WHEREAS, the City Council has heretofore, on the 2nd day of July, 2007, adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in The Laredo Morning Times, which is a newspaper of general circulation in said City, in its issues of July 6, 2007 and July 13, 2007; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code.

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

Section 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of the City of Laredo (the "Issuer") are hereby authorized to be issued and delivered, in the aggregate principal amount of $74,255,000, for paying all or a portion of the City's contractual obligations for the purpose of (i) constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (ii) acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Department, Convention Center and Visitors Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department and Water and Sewer Department; (iii) acquiring, constructing, improving and equipping the City's parks including design and construction of a City golf course, water park and recreation centers; (iv)acquisition of equipment and improvements to Fire Department Buildings and Training Center, and Law Enforcement Buildings; and (v) improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to Municipal Buildings, and for the payment of legal, fiscal, and engineering fees in connection with such projects.

Section 2. DESIGNATION OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to this Ordinance shall be designated: "CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2007", and initially there shall be issued, sold, and delivered hereunder a single fully registered certificate of obligation, without interest coupons, payable in installments of principal (the "Initial Certificate of Obligation"), but the Initial Certificate of Obligation may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, having serial maturities, and in the denomination or denominations of $5,000 or any integral multiple of $5,000, all in the manner hereinafter provided. The term "Certificates of Obligation" as used in this Ordinance shall mean and include collectively the Initial Certificate of Obligation and all substitute certificates of obligation exchanged therefor, as well as all other substitute

certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL CERTIFICATE OF OBLIGATION. (a) The Initial Certificate of Obligation is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Certificate of Obligation, without interest coupons, dated August 1, 2007, in the denomination and aggregate principal amount of $74,255,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: _____, or to the registered assignee or assignees of said Certificate of Obligation or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Certificate of Obligation to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

(b) The Initial Certificate of Obligation (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Certificates of Obligation, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Certificate of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

Section 4. INTEREST. The unpaid principal balance of the Initial Certificate of Obligation shall bear interest from the date of the Initial Certificate of Obligation, and will be calculated on the basis of a 360-day year of twelve 30-day months to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Certificate of Obligation, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

Section 5. FORM OF INITIAL CERTIFICATE OF OBLIGATION. The form of the Initial Certificate of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows:

FORM OF INITIAL CERTIFICATE OF OBLIGATION

NO. R-1

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2007

THE CITY OF LAREDO, in Webb County (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

or to the registered assignee or assignees of this Certificate of Obligation or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

SEVENTY FOUR MILLION TW0 HUNDRED FIFTY FIVE THOUSAND DOLLARS

in annual installments of principal due and payable on February 15 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2008	$	2018	$
2009		2019	
2010		2020	
2011		2021	
2012		2022	
2013		2023	
2014		2024	
2015		2025	
2016		2026	
2017		2027	

and to pay interest, from the date of this Initial Certificate of Obligation, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

maturity 2008, _____%	maturity 2018, _____%
maturity 2009, _____%	maturity 2019, _____%
maturity 2010, _____%	maturity 2020, _____%
maturity 2011, _____%	maturity 2021, _____%
maturity 2012, _____%	maturity 2022, _____%
maturity 2013, _____%	maturity 2023, _____%
maturity 2014, _____%	maturity 2024, _____%
maturity 2015, _____%	maturity 2025, _____%
maturity 2016, _____%	maturity 2026, _____%
maturity 2017, _____%	maturity 2027, _____%

with said interest being payable on February 15, 2008, and semiannually on each August 15 and February 15 thereafter while this Certificate of Obligation or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Certificate of Obligation are payable to the registered owner hereof through the services of The Bank of New York Trust Company, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate of Obligation. Payment of all principal of and interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate of Obligation (the "Certificate of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class

postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal and/or interest payment date for this Certificate of Obligation it will make available to the Paying Agent/ Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Certificate of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of $74,255,000,for paying all or a portion of the City's contractual obligations for the purpose of (i) constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (ii) acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Department, Convention Center and Visitors Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department and Water and Sewer Department; (iii) acquiring, constructing, improving and equipping the City's parks including design and construction of a City golf course, water park and recreation centers; (iv)acquisition of equipment and improvements to Fire Department Buildings and Training Center, and Law Enforcement Buildings; and (v) improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to Municipal Buildings, and for the payment of legal, fiscal, and engineering fees in connection with such projects.

ON FEBRUARY 15, 2017, or any date thereafter, the unpaid installments of principal of this Certificate of Obligation may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Certificate of Obligation or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Certificate of Obligation, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price

plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Certificate of Obligation or any portion hereof.

THIS CERTIFICATE OF OBLIGATION, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of $5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for this Certificate of Obligation, upon the terms and conditions set forth in the Certificate of Obligation Ordinance. Among other requirements for such transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Certificate of Obligation, or any portion or portions hereof in any integral multiple of $5,000, to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any such portion or portions hereof by the initial registered owner hereof. A new certificate of obligation or certificates of obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new certificate of obligation or certificates of obligation) or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Certificate of Obligation or any portion hereof. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Certificate of Obligation Ordinance, this Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute certificate of obligation issued in exchange for any portion of this Certificate of Obligation shall have a single stated principal maturity date), upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Ordinance. If this Certificate of Obligation or any portion hereof is assigned and transferred or converted each certificate of obligation issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Certificate of Obligation or portion hereof for which the substitute certificate of obligation is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such certificates of obligation, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Certificate of Obligation or portion hereof for which they are being exchanged. No such certificate of obligation shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE CERTIFICATE OF OBLIGATION ORDINANCE, THIS

CERTIFICATE OF OBLIGATION IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the certificates of obligation issued and delivered in exchange for this Certificate of Obligation or any portion hereof may be assigned, transferred and converted, subsequently, as provided in the Certificate of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Certificate of Obligation is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate of Obligation Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Certificate of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest and principal come due, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate of Obligation is additionally secured by and payable from the limited surplus revenues of the Issuer's International Toll Bridge System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Issuer's obligations (now or hereafter outstanding), which are payable from all or any part of the Net Revenues of the Issuer's International Toll Bridge System.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Ordinance constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor of the Issuer, countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate of Obligation to be dated August 1, 2007.

City Secretary	Mayor

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE:
REGISTER NO.

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION. Registration and Transfer.(a) The Issuer shall keep or cause to be kept at the principal corporate trust office of The Bank of New York Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records of the registration and transfer of the Certificates of Obligation (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate of Obligation may be transferred in the Registration Books only upon presentation and surrender of such Certificate of Obligation to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/ Registrar, (i) evidencing the assignment of the Certificate of Obligation, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Certificate of Obligation or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate of Obligation or any portion thereof, a new substitute Certificate of Obligation or Certificates of Obligation shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Certificates of Obligation issued and delivered in conversion of and exchange for the Initial Certificate of Obligation shall be in any denomination or denominations of any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Certificate of Obligation or any portion thereof is assigned and transferred or converted the Initial Certificate of Obligation must be surrendered to the Paying Agent/Registrar for cancellation, and each Certificate of Obligation issued in exchange for any portion of

the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Certificate of Obligation is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Certificates of Obligation in exchange for the unassigned balance of the Initial Certificate of Obligation in the same manner as if the initial registered owner were the assignee thereof. If any Certificate of Obligation or portion thereof other than the Initial Certificate of Obligation is assigned and transferred or converted each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is exchanged. A form of assignment shall be printed or endorsed on each Certificate of Obligation, excepting the Initial Certificate of Obligation, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Certificates of Obligation or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Certificate of Obligation or Certificates of Obligation, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in case only a portion of a Certificate of Obligation is being assigned and transferred, all in conversion of and exchange for said assigned Certificate of Obligation or Certificates of Obligation or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Certificates of Obligation by any registered owner of a Certificate of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Certificate of Obligation or Certificates of Obligation, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Certificate of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Certificates of Obligation. The entity in whose name any Certificate of Obligation shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Certificate of Obligation shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate of Obligation shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate of Obligation to the extent of the sum or sums so paid.

(c) Payment of Certificates of Obligation and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, and to act as its agent to convert and exchange or replace Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates of Obligation, and of all conversions and exchanges of Certificates of Obligation, and all replacements of Certificates of Obligation, as provided in this Ordinance. However, in the event of a nonpayment of

interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment)a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Certificate of Obligation holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Certificate of Obligation issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Certificate of Obligation at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered certificates of obligation, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance, in the denomination of $5,000, or any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Certificate of Obligation or Certificates of Obligation so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Certificate of Obligation is assigned and transferred or converted each substitute Certificate of Obligation issued in exchange for any portion of the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Certificate of Obligation (other than the Initial Certificate of Obligation) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate of Obligation or portion thereof (other than the Initial Certificate of Obligation) is assigned and transferred or converted, each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is being exchanged. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation. The Paying Agent/Registrar shall convert and exchange or replace Certificates of Obligation as provided herein, and each fully registered certificate of obligation delivered in conversion of and exchange for or replacement of any Certificate of Obligation or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates of Obligation for all purposes of this Ordinance, and may again be converted and exchanged or replaced. It is specifically provided that any Certificate of Obligation authenticated in conversion of and exchange for or replacement of another Certificate of Obligation on or prior to the first scheduled Record Date for the Initial Certificate of Obligation shall bear interest from the date of the Initial Certificate of Obligation, but each substitute Certificate of Obligation so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such

substitute Certificate of Obligation was so authenticated, unless such Certificate of Obligation is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Certificate of Obligation the interest on the Certificate of Obligation for which it is being exchanged is due but has not been paid, then such Certificate of Obligation shall bear interest from the date to which such interest has been paid in full. THE INITIAL CERTIFICATE OF OBLIGATION issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in conversion of and exchange for or replacement of any Certificate of Obligation or Certificates of Obligation issued under this Ordinance there shall be printed a certificate, in the form substantially as follows:

"PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Ordinance described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____
Paying Agent/Registrar

Dated _____ By_____
Authorized Representative"

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the above Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates of Obligation surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate of Obligation which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Certificates of

Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Certificates of Obligation that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates of Obligation, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Certificates of Obligation, and with respect to the conversion and exchange of Certificates of Obligation solely to the extent above provided in this Ordinance.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York ("DTC"), and except as

provided in subsection (f) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Certificates of Obligation. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a Certificate of Obligation holder, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Certificate of Obligation holder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on, as the case may be, the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal, premium, if any, and interest, as the case may be, with respect to such Certificate of Obligation, for the purpose of giving notices of redemption and other matters with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates of Obligation only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on, or as the case may be, the Certificates of Obligation to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest, as the case may be, pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate of Obligation holders transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, or as the case may be, such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SUBSTITUTE CERTIFICATES OF OBLIGATION. The form of all Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Certificates of Obligation, and the Form of Assignment to be printed on each of the Certificates of Obligation, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION

NO. ____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2007

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP NO.
		August 1, 2007	

ON THE MATURITY DATE specified above, THE CITY OF LAREDO (the "Issuer") in the County of Webb, being a political subdivision of the State of Texas, hereby promises to pay to

_____

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____

and to pay interest thereon from August 1, 2007, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above with interest being payable on February 15, 2008, and semiannually on each August 15 and February 15 thereafter; except that if the date of authentication of this Certificate of Obligation is later than January 31, 2008, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the registered owner hereof upon presentation and surrender of

this Certificate of Obligation at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of The Bank of New York Trust Company, National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on the interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of the Certificates of Obligation (the "Certificate of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Certificate of Obligation for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate of Obligation, it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of an issue of Certificates of Obligation initially dated August 1, 2007, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $74,255,000,for the purpose of (i) constructing, improving and repairing City streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (ii) acquisition of municipal equipment and municipal vehicles for the City's Airport Department, Civic Center Department, Convention Center and Visitors Bureau Department, Engineering Department, Health Department, Public Safety Department, Public Works Department, Solid Waste Department and Water and Sewer Department; (iii) acquiring, constructing, improving and equipping the City's parks including design and construction of a City golf course, water park and recreation centers; (iv)acquisition of equipment and improvements to Fire Department Buildings and Training Center, and Law Enforcement Buildings; and (v) improvements to City's Fleet Management Facilities and Drainage Facilities, including land acquisition and right-of-way, construction and design, and major repairs to Municipal Buildings, and for the payment of legal, fiscal, and engineering fees in connection with such projects.

ON FEBRUARY 15, 2017, or any date thereafter, the Certificates of Obligation of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the maturity or maturities of Certificates of Obligation and the amounts thereof, to be redeemed shall be selected and designated by the Issuer, and the Issuer shall direct the Paying Agent/Registrar to call by lot Certificates of Obligation, or portions

thereof within such maturities and in such principal amounts, for redemption (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of $5,000), at the prepayment or redemption price of the principal amount thereof, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate of Obligation to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate of Obligation, and it is hereby specifically provided that the mailing of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Certificates of Obligations or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate of Obligation Ordinance.

THIS CERTIFICATE OF OBLIGATION OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF $5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Certificates of Obligation, upon the terms and conditions set forth in the Certificate of Obligation Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate of Obligation shall be executed by the registered owner or its duly authorized attorney or representative to evidence the assignment hereof. A new Certificate of Obligation or Certificates of Obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Certificate of Obligation, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Certificates of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with

respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Certificate of Obligation or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered certificates of obligation, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate of Obligation Ordinance, this Certificate of Obligation, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate of Obligation Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest and principal come due, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate of Obligation is additionally secured by and payable from the limited surplus revenues of the Issuer's International Toll Bridge System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Issuer's obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's International Toll Bridge System.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate of Obligation.

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Ordinance described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

By:_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby assigns this Certificate of Obligation to

_____

(Assignee's Social Security or Tax Payer Identification Number)

(Print or type Assignee's Name and Address Including Zip Code)

and hereby irrevocably constitutes and appoints

_____

attorney, to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated _____

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Certificate of Obligation.

Section 8. TAX LEVY. A special interest and sinking or redemption fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation, together with any premium received from the sale of the Certificates of Obligation, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year). Said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable properties in the Issuer for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposits to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Chapter 1208, Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 9. REVENUES. That said Certificates of Obligation, together with other obligations of the Issuer, are additionally secured by and shall be payable from and secured by the collection of the revenues of the Issuer's International Toll Bridge System, after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's International Toll Bridge System, not to

exceed $1,000, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 8, to the extent necessary to pay the principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 8, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

Section 10. TRANSFER. That the Mayor and the City Secretary are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 11. DEFEASANCE OF CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate of Obligation") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection 11(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificate of Obligations immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 11(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not

required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION. (a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Local Government Code, this Section 12 of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 6(d) of this Ordinance for Certificates of Obligation issued in conversion and exchange for other Certificates of Obligation.

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Certificate of Obligation issued hereunder and all necessary records and proceedings pertaining to the Initial Certificate of Obligation pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Certificate of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Certificate of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Certificate of Obligation. The approving legal opinion of the Issuer's bond counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Certificate of Obligation or on any Certificates of Obligation issued and delivered in conversion of and exchange or replacement of any Certificate of Obligation, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation. In addition, if bond insurance is obtained, the Certificates of Obligation may bear an appropriate legend as provided by the insurer.

Section 14. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Certificates of Obligation holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with –

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Certificate of Obligation, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Certificate of Obligation holders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Certificates of Obligation, transferred proceeds (if any) and proceeds of the refunded Certificates of Obligation expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates of Obligation, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

Section 15. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation for purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized Certificate of Obligation counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 17. CONTINUING DISCLOSURE. (a) Annual Reports. (i) The Issuer shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 2007, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 18 of this Ordinance, being the information described in Exhibit A. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit A thereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements for such period, and shall provide audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The Issuer shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Certificates of Obligation, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Certificates of Obligation;
7. Modifications to rights of holders of the Certificates of Obligation;
8. Certificate of Obligation calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates of Obligation; and
11. Rating changes.

The Issuer shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates of Obligation no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates of Obligation. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*NRMSIR*" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*SID*" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to 3time.

Section 18. SALE OF CERTIFICATES OF OBLIGATION. The Initial Certificate of Obligation is hereby sold and shall be delivered to _____ (the "Underwriters") for cash for the price of $_____, being the par value of thereof less a discount to the Underwriters of $_____ and a reoffering premium of $_____ plus accrued interest (accrued interest to be deposited into the Interest and Sinking Fund) to the date of delivery pursuant to the terms and provisions of a Purchase Agreement with the Underwriters. It is hereby officially found, determined, and declared that the Initial Certificate of Obligation has been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form attached hereto as Exhibit B, which the Mayor of the Issuer is hereby authorized and directed to execute and deliver and which the City Secretary of the issuer is hereby authorized and directed to attest. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate of Obligation shall be registered in the name of _____.

Section 19. APPROVAL OF OFFICIAL STATEMENT. The Issuer hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates of Obligation by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The Preliminary Official Statement, dated August 8, 2007, is hereby approved and deemed final as of its date, as required by SEC Rule 15-2-12, and the distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 20. INTEREST EARNINGS ON CERTIFICATES OF OBLIGATION PROCEEDS. The earnings derived from the investment of proceeds from the sale of the Certificates of Obligation shall be used along with other Certificate of Obligation proceeds as described in Section 1 hereof; provided that after completion of such project, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that interest earnings on the Certificates of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage Certificates of Obligation shall be so rebated and not considered as interest earnings for the purpose of this Section.

Section 21. FURTHER PROCEDURES. The Mayor, City Secretary, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out

the terms and provisions of this Ordinance, the Certificates of Obligation, and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates of Obligation shall cease to be such officer before the delivery of the Certificates of Obligation, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 22. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 23. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Certificates of Obligation for the purposes authorized herein.

Section 24. INSURANCE. The Issuer approves the insurance of the Certificates of Obligation by _____, and the payment of such premium and covenants to comply with all terms of the insurance commitment attached hereto as Exhibit C, which terms are hereby adopted.

Section 25. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS THE 15TH DAY OF AUGUST, 2007.

_____
Raul G. Salinas, Mayor

ATTEST:

_____
Gustavo Guevara, Jr., City Secretary

APPROVED AS TO FORM:

_____
Anthony McGettrick Acting City Attorney

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement and Tables referred to) below:

Tables 1 through 5 and 7 through 13 and in Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT B

PURCHASE AGREEMENT

THE PURCHASE AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS ELSEWHERE IN THE TRANSCRIPT.

EXHIBIT C

INSURANCE COMMITMENT

CITY COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE
8-6-07	AMENDING ARTICLE XII, CHAPTER 19, DIVISION 2, 4, AND 5, SECTIONS 19-562(c), 19-601, AND 19.601.12 OF THE CODE OF ORDINANCES. **DIVISION 2, SECTION 19-562 (c) FARES FOR FIXED TRANSIT SERVICE** (1) ADULT FARE FROM $1.00 TO $1.25 (2) TRANSFERS FROM $0.00 to $0.05 (3) SENIOR CITIZENS (OFF-PEAK) from $0.00 to $0.10 **Off Peak** hours: (9:00 am to 3:00 pm, and after 6:00 pm to 10:00 pm, Saturday, Sunday & Holidays) (4) STUDENTS FARE FROM $0.50 to $1.00 **DIVISION 4, SECTION 19-601 TRANSIT CENTER PARKING FACILITY, 1301 FARRAGUT STREET.** (1) INCREASE THE HOURLY RATE FROM $.75 PER HOUR TO $2.00 PER HOUR (2) INCREASE THE DAILY MAXIMUM FROM $6.00 TO $16.00 (3) INCREASE THE OVERNIGHT RATE FROM $10.00 TO $16.00 (4) INCREASE THE MONTHLY CONTRACT RATE FROM $50.00 TO $80.00 (5) INCREASE THE LOST TICKET CHARGE FROM $10.00 TO $16.00 (6) INCREASE THE MONTHLY CONTRACT PARKING RATE FOR CITY EMPLOYEES FROM $25.00 TO $30.00 (7) ELIMINATE SECTION (F) PARK-AND SHOP PROGRAM (8) INCREASE THE ADVANCE PAYMENT DISCOUNT FROM $50.00 TO $80.00 **DIVISION 5, SECTION 19.601.12 PARATRANSIT FARES** (1) INCREASE THE PARATRANSIT FARE FROM $.75 to $1.00 PER TRIP PROVIDING FOR EFFECTIVE DATE AND FOR PUBLICATION.

INITIATED BY:	**STAFF SOURCE:**
Horacio, De Leon, Assistant City Manager	Feliciano Garcia, General Manager

PREVIOUS COUNCIL ACTION:
This ordinance was last amended by Ordinance 2003-O-120, on May 19, 2003, except Division 5, section 19.601.12 which was amended back in 1997.

BACKGROUND:
The City of Laredo is growing and the demand for public transportation is as well. The Federal and the State Government are not providing more monies. Consequently, staff is recommending an increase in adult, student, transfers, senior citizens (off-peak) fares, paratransit fares, and Transit Center Parking Facility rates. The increase of revenues will provide for new equipment, staff development, and maintenance of paratransit vans.

FINANCIAL:
Additional annual revenues generated from this action will be as follows:
Fixed Route is estimated to be $500,000
Parking Facility Rates is estimated to be $100,000
Paratransit is estimated to be $13,000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Staff recommends introduction of this ordinance.

ORDINANCE NO.

AMENDING ARTICLE XII, CHAPTER 19, DIVISION 2, 4, AND 5, SECTIONS 19-562(c), 19-601, AND 19.601.12 OF THE CODE OF ORDINANCES.

DIVISION 2, SECTION 19-562 (c) FARES FOR FIXED TRANSIT SERVICE

(1) ADULT FARE FROM $1.00 TO $1.25

(2) TRANSFERS FROM $0.00 to $0.05

(3) SENIOR CITIZENS (OFF-PEAK) from $0.00 to $0.10

Off Peak hours: (9:00 am to 3:00 pm, and after 6:00 pm to 10:00 pm, Saturday, Sunday & Holidays)

(4) STUDENTS FARE FROM $0.50 to $1.00

DIVISION 4, SECTION 19-601 TRANSIT CENTER PARKING FACILITY, 1301 FARRAGUT STREET.

(1) INCREASE THE HOURLY RATE FROM $.75 PER HOUR TO $2.00 PER HOUR

(2) INCREASE THE DAILY MAXIMUM FROM $6.00 TO $16.00

(3) INCREASE THE OVERNIGHT RATE FROM $10.00 TO $16.00

(4) INCREASE THE MONTHLY CONTRACT RATE FROM $50.00 TO $80.00

(5) INCREASE THE LOST TICKET CHARGE FROM $10.00 TO $16.00

(6) INCREASE THE MONTHLY CONTRACT PARKING RATE FOR CITY EMPLOYEES FROM $25.00 TO $30.00

(7) ELIMINATE SECTION (F) PARK-AND SHOP PROGRAM

(8) INCREASE THE ADVANCE PAYMENT DISCOUNT FROM $50.00 TO $80.00

DIVISION 5, SECTION 19.601.12 PARATRANSIT FARES

(1) INCREASE THE PARATRANSIT FARE FROM $.75 to $1.00 PER TRIP

PROVIDING FOR EFFECTIVE DATE AND FOR PUBLICATION.

WHEREAS, the adult fares and transit center parking rates were last amended by Ordinance 2003-O-120 dated May 19, 2003; and

WHEREAS, the fare for the Handicapped Transportation Program was established with Ordinance 89-O-122 dated July 5, 1989; and

WHEREAS, the proposed fare is consistent with guidelines of the Americans with Disabilities Act.

WHEREAS, following the public hearings, the City Council finds it to be in the best interest of the residents of the City and of the Transit system that the following revised fare structure be adopted.

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

Section 1. Ordinance 2003-O-120 dated May 19, 2003 be and is hereby amended to revise the fare structures as follows:

ARTICLE XII. TRANSIT SYSTEM

DIVISION 2. CHARTER SERVICE

Sec. 19-562(c) Fares for Fixed Route Transit Service

ADULTS ..... ~~$1.00~~ $1.25

PERSONS 62 OR OVER OR WITH DISABILITIES
WITH EL METRO IDENTIFICATION CARD $0.10
Peak Hours: which are 5:30 a.m to 9:00 a.m. and
3:00 p.m. to 6:00 p.m. on Mondays through Fridays

PERSONS 62 OR OVER OR WITH DISABILITIES
WITH EL METRO IDENTIFICATION CARD ..... ~~FREE~~ $0.10
Off Peak Hours: 9:00 a.m. to 3:00 p.m., and after 6:00 p.m. to 10:00 p.m.,
Saturday, Sunday & Holidays

CHILDREN (over 5 and under 12 years of age)..... $0.25
CHILDREN (under 5 years of age) ..... FREE
~~STUDENT BOOKLET OF 20 TICKETS~~ ..... ~~$10.00~~
ONE STUDENT TICKET/20 RIDES $20.00
(through high school grades, college students, (~~50¢ per ticket~~) ($1.00 per ride)
GED students and Literacy Volunteer American students,
With a valid school I.D. may purchase 20 fares in ticket form.

TRANSFERS..... ~~FREE~~ $0.05

EXPRESS ROUTE SERVICE ..... ~~$1.00~~ $1.25

EL METRO I.D. CARD (2 yr. Expiration)..... $2.00

EL LIFT ID CARD ..... FREE

EL LIFT ID CARD REPLACEMENT $2.00

DIVISION 4. TRANSIT CENTER

Sec. 19-601. Parking rates.

The rate of daily parking at the Laredo Transit Center, 1300 Farragut Street, Laredo, Texas, shall be ~~seventy-five cents ($0.75)~~ **two dollars ($2.00) per hour**, or portion thereof, subject to a daily maximum of ~~six dollars ($6.00)~~ **sixteen dollars ($16.00)**. The rate for overnight parking shall be ~~ten dollars ($10.00)~~ **sixteen dollars per night ($16.00)**. The rate for monthly contract parking shall be ~~fifty dollars ($50.00)~~ **eighty dollars ($80.00)**. ~~Twenty-five dollars ($25.00)~~ **Forty dollars ($40.00)** shall be charged for the initial month of a

contract if it begins on or after the sixteenth day of the month. Otherwise, no proration of the monthly rate shall apply at either the beginning or end of a contract term.

(b) In addition to the rate for contract parking, the following fees shall apply:
Refundable key deposit . . . $25.00
Replacement charge for damaged key . . . $25.00
Replacement charge for lost key . . . $25.00
Lost ticket charge . . . ~~$10.00~~ **$16.00**
Vehicles remaining in the parking garage three (3) consecutive days over the time secured by a deposit will result in the vehicle being towed at the owner's expense.

(c) In addition to the rate for parking fees for city employees, the following fees shall apply:
The monthly fee for city designated employees will be ~~$25.00 per month~~ **$30.00 per month**.
Establishment of an exemption for all city owned vehicle parking at the transit center.

(d) In addition to the rate for parking fees for special events:
Establishment of temporary "special event" or promotional rates by the city manager, subject to consultation with the general manager of EL Metro.

(e) Establishment of a quarterly rental agreement for entities other than the city:
Provide for quarterly noncancelable multiple-space rental agreements payable in advance at current market rates, provided that such agreements are subject to city council approval.

~~(f) Park-n-shop program.~~
~~The park-n-shop program will allow downtown merchants to purchase a book of fifty (50) coupons for fifty [dollars] ($50.00), which entitles the holder of each ticket to three (3) hours of free parking at the transit center garage. (Any time over the three (3) hours will be charged to the parking customer at the regular rate.)~~

(g) Advance payment discount lease.
The advance payment discount lease rate will be available to parking patrons who wish to pay the annual fee in advance for a discount of ~~fifty dollars ($50.00)~~ **eighty dollars ($80.00)**. The new annual parking charge is ~~five hundred fifty dollars ($550.00)~~ **eight hundred eighty ($880.00)** per space. The discount rate of ~~five hundred fifty dollars ($550.00)~~ **eight hundred eighty ($880.00)** per space will be paid in advance, and if the lease is cancelled prior to the one-year completion the monthly rate will be computed at ~~fifty dollars ($50.00)~~ **eighty dollars ($80.00)** per month and any remaining balance will be refunded. All other fees as stipulated in subsection (b) will apply

DIVISION 5. EL LIFT

Sec. 19-601.12 Paratransit Fares

Cash Per trip	~~$0.75~~	$1.00
Guest, per Trip	~~$0.75~~	$1.00

Personal care attendant (PCAs) travel with eligible passenger .....No charge

Paratransit fare coupons, twenty (20) trips .....~~$15.00~~ $20.00

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

Section 3: This ordinance shall become effective 60 days after the date of the publication specified in Section 2.

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:

ANTHONY McGETTRICK
ACTING CITY ATTORNEY

BY_____
V. MELISSA SALDAÑA
ASST. CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lot 7, Block 6, Moonlight Subdivision, located at 2101 Puscas Court. The Planning & Zoning Commission recommended approval of the Conditional Use Permit. ZC-38-2007
08/06/07	

Initiated by:	Staff source:
Pivotal Development	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: I – Mike Garza

Proposed use: Parking Lot

Site: Vacant residential lot

Warnings/Citations: None.

Surrounding land uses: The surrounding uses include single-family residences and vacant lots to the north and east. To the south are a vacant commercial strip center, Nuestra Senora Del Rosario Church, Sigifredo Perez Elementary School and single-family residences. To the west are a police substation, single-family residences and the Sierra Vista Webb County Head Start Center.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Puscas Court.

Letters sent to surrounding property owners: 9 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff supports the issuance of the proposed Conditional Use Permit at this location. A parking lot, requires a B-1 designation, rather than the current R-1A 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:

1. Parking shall comply with the Laredo Land Development Code at all times.
2. The C.U.P. shall be issued Pivotal Development, and is nontransferable.
3. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.
4. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
5. The owner must plant and maintain trees and shrubs in accordance with the Land Development Code.
6. Provide a seven (7) ft. opaque fence along the streets and adjacent to residential uses/zones.
7. Access is not allowed from Puscas Court or South Lucy Avenue.
8. Lighting shall be directed away from adjacent residential uses.
9. No trash bin on Lot 7 (only parking).

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the conditional use permit.	Staff **supports** the proposed conditional use permit.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A PARKING LOT ON LOT 7, BLOCK 6, MOONLIGHT SUBDIVISION, LOCATED AT 2101 PUSCAS COURT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a parking lot on Lot 7, Block 6, Moonlight Subdivision, located at 2101 Puscas Court; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 5, 2007; 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 August 6, 2007, 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 a parking lot on Lot 7, Block 6, Moonlight Subdivision, located at 2101 Puscas Court.

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

1. Parking shall comply with the Laredo Land Development Code at all times.
2. The C.U.P. shall be issued Pivotal Development, and is nontransferable.
3. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.

4. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
5. The owner must plant and maintain trees and shrubs in accordance with the Land Development Code.
6. Provide a seven (7) ft. opaque fence along the streets and adjacent to residential uses/zones.
7. Access is not allowed from Puscas Court or South Lucy Avenue.
8. Lighting shall be directed away from adjacent residential uses.
9. No trash bin will be allowed on Lot 7 (only parking).

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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

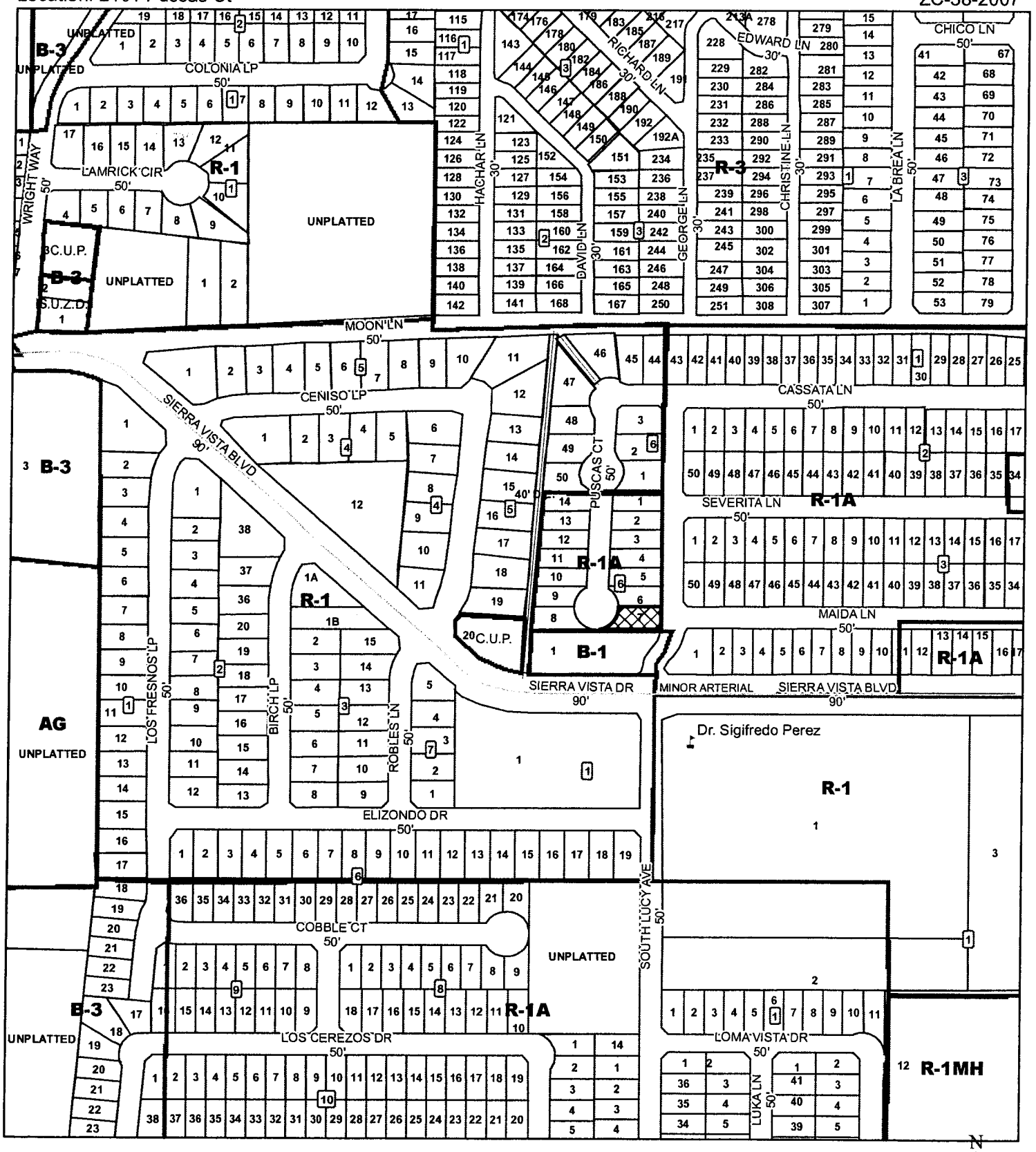
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Request for C.U.P. (Conditional Use Permit)

City of Laredo
Planning & Zoning

Location: 2101 Puscas Ct

ZC-38-2007



ZONE DISTRICTS

Zone Districts

PROPOSED REZONE

N
W E
S

1 inch equals 300 feet

To: Mr. Keith Selman

CC: Ms. Susana Ramos

From: Juan A. Salinas

Date: 6/15/2007

Re: Conditional Use Permit – Lot 14, Block 1, Moonlight Subdivision

---

I would like to amend my request from a rezoning application to a Conditional Use Permit (C.U.P.) for the above referenced lot.

The purpose of the C.U.P. will be to provide additional parking for an adjacent proposed educational facility operated by Gateway Academy, which requires more parking than is currently available on the proposed school site.

Please feel free to contact me at 956-334-5826 with any questions or additional information required.

City of Laredo
Planning & Zoning
JUN 18 2007
Received

Exhibit "A"

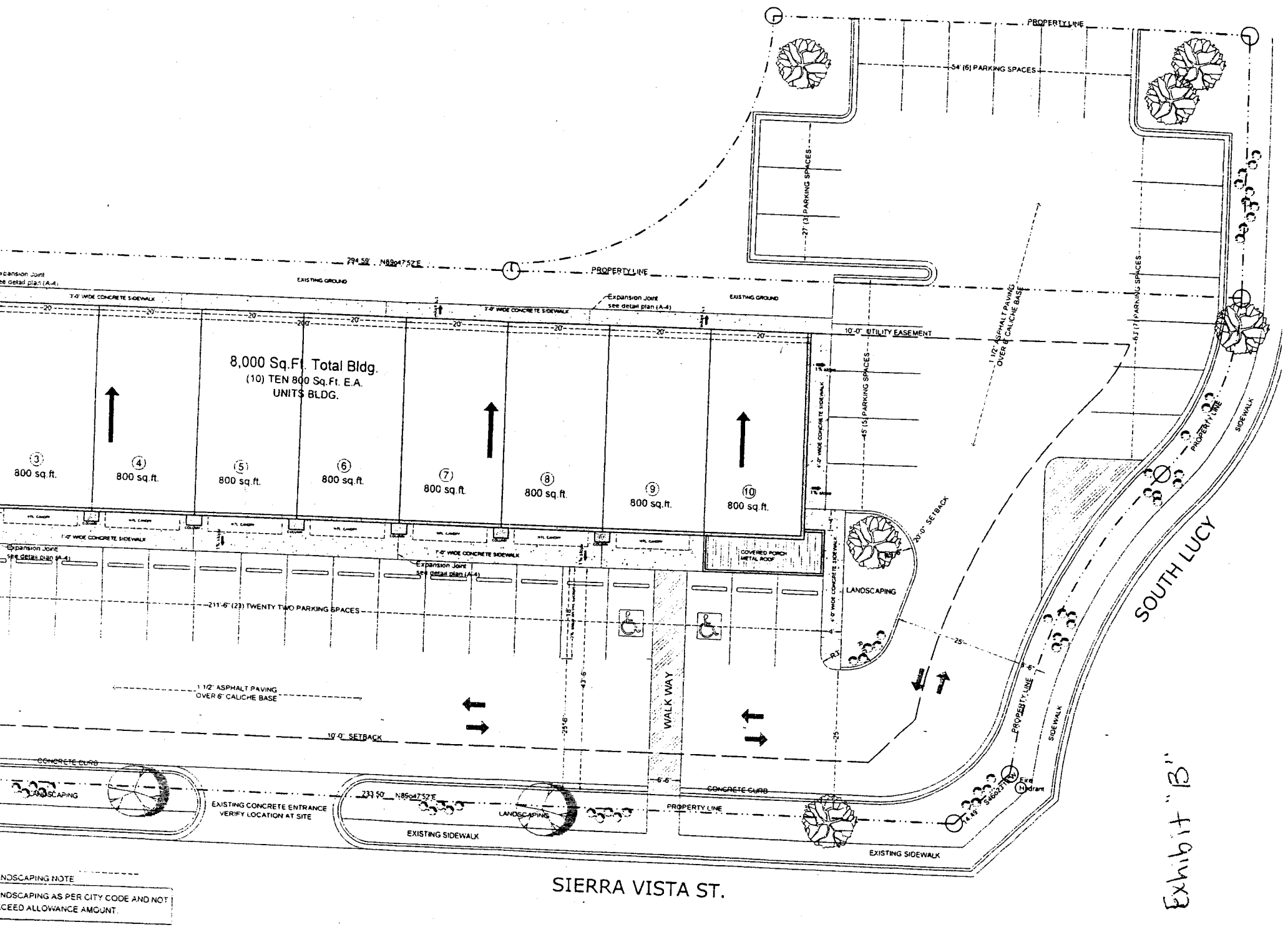
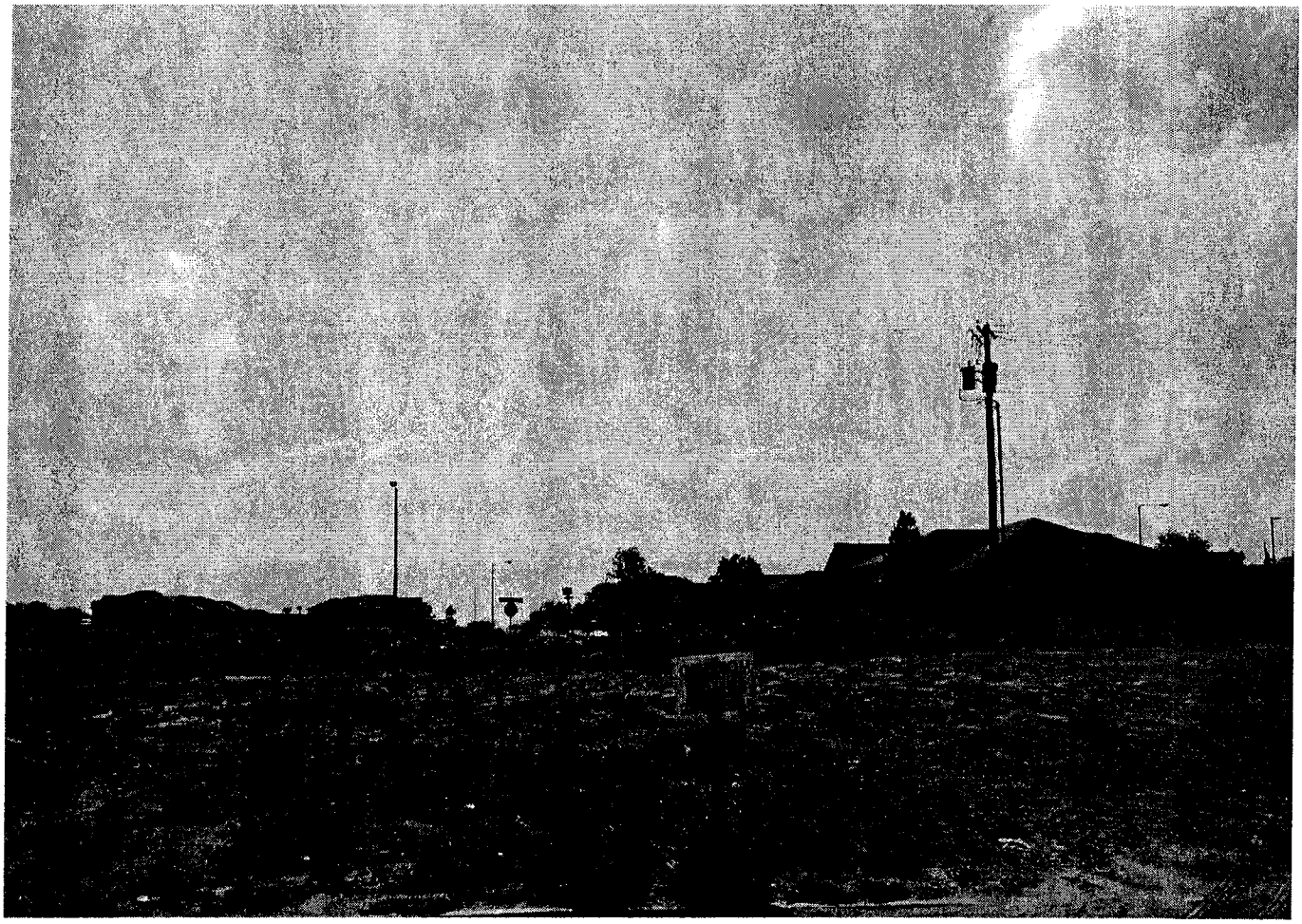
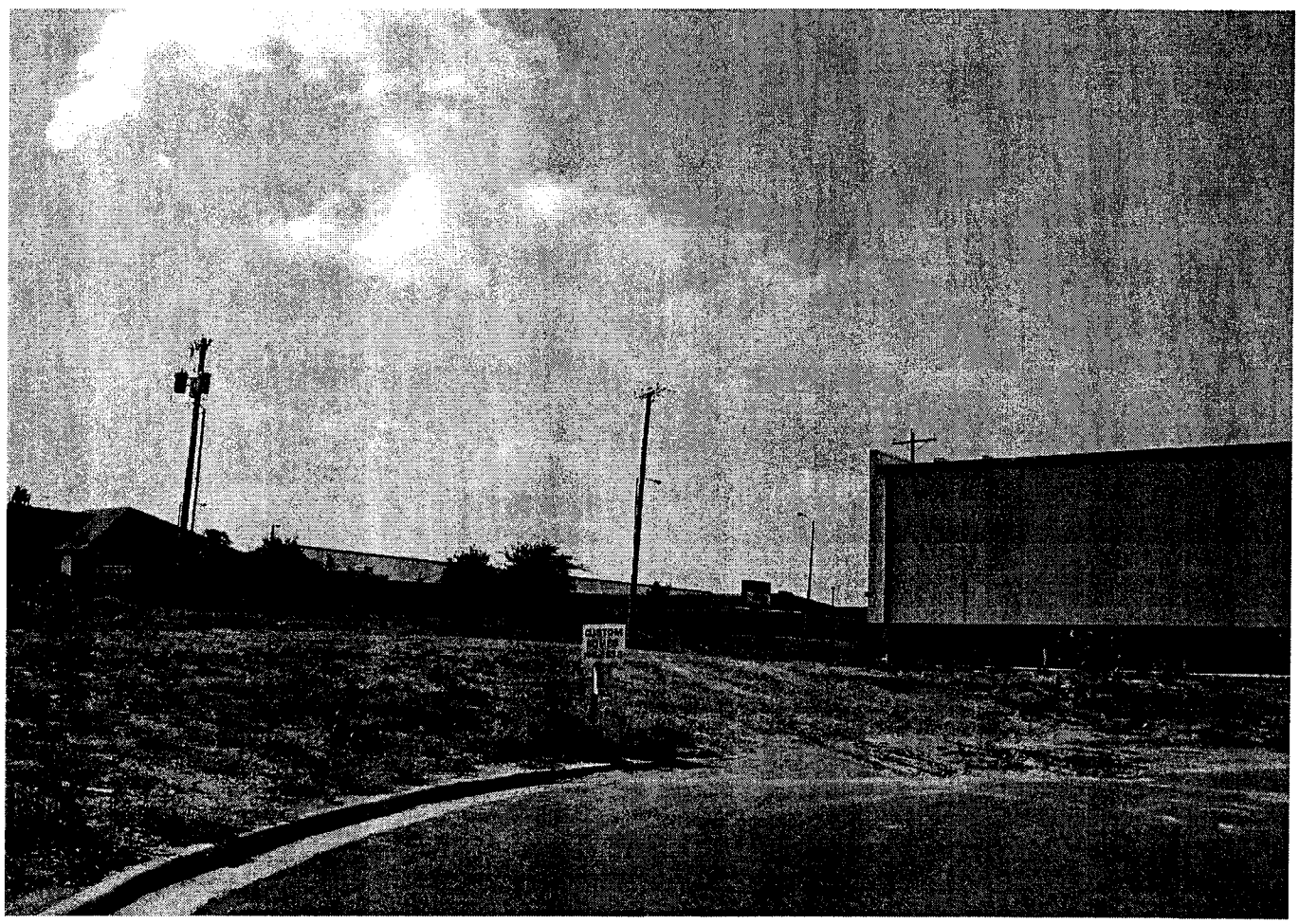

PROPERTY LINE
54' (6) PARKING SPACES
27' (3) PARKING SPACES
294.59' N89°47'52"E
EXISTING GROUND
7'-0" WIDE CONCRETE SIDEWALK
Expansion Joint
see detail plan (A-4)
10'-0" UTILITY EASEMENT
1 1/2" ASPHALT PAVING
OVER 6" CALICHE BASE
45' (5) PARKING SPACES
63' (7) PARKING SPACES
8,000 Sq.Ft. Total Bldg.
(10) TEN 800 Sq.Ft. E.A.
UNITS BLDG.
③ 800 sq.ft.
④ 800 sq.ft.
⑤ 800 sq.ft.
⑥ 800 sq.ft.
⑦ 800 sq.ft.
⑧ 800 sq.ft.
⑨ 800 sq.ft.
⑩ 800 sq.ft.
COVERED PORCH
METAL ROOF
20'-0" SETBACK
LANDSCAPING
211'-6" (23) TWENTY TWO PARKING SPACES
WALK WAY
1 1/2" ASPHALT PAVING
OVER 6" CALICHE BASE
10'-0" SETBACK
CONCRETE CURB
EXISTING CONCRETE ENTRANCE
VERIFY LOCATION AT SITE
233.50' N89°47'52"E
EXISTING SIDEWALK
PROPERTY LINE
SIDEWALK
SOUTH LUCY
SIERRA VISTA ST.
Fire Hydrant
NDSCAPING NOTE
NDSCAPING AS PER CITY CODE AND NOT
CEED ALLOWANCE AMOUNT.

Exhibit "B"





COUNCIL COMMUNICATION

Date: 08/06/07	**SUBJECT:** PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 4 and 1 acre out of Lot 3, Block 10, Interamerica Distribution Park Phase 5, as further described by metes and bounds in attached Exhibit "A", located at 8010 and 8012 Riverbank Drive, from R-2 (Multi-family Residential District) and M-1 (Light Manufacturing District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-39b-2007

Initiated by: Robert Muller, Ltd.	**Staff source:** Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII – Juan Chavez

Proposed use: Mini-storage

Site: Half of the site houses a vacant commercial structure and the rest is vacant.

Surrounding land uses: The property to the north and west includes single-family residences. The property to the east includes a commercial building and water tank. South of the property includes Roadway and single-family residences.

Comprehensive Plan: The Comprehensive Plan identifies this area as Warehouse/Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies River Bank Drive as a Minor Arterial.

Letters sent to surrounding property owners: 19 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is not appropriate at this location. The proposed zone change is not compatible with the residential uses to the north, south and southwest. Although, the proposed change is consistent with the Comprehensive Plan's designation for this area as Warehouse/Light Industrial, the property does not meet the location criteria for a B-4 district.

P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	**STAFF RECOMMENDATION:** Staff **does not support** the proposed zone change.

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?
No, there is a mix of industrial and residential uses in this area.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the proposed B-4 is compatible with the industrial districts in the area.

Will change adversely influence living conditions in the neighborhood?
Yes, the change may introduce more intensive uses into the area.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, the existing R-2 district allows for only residential uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 4 AND ONE ACRE OUT OF LOT 3, BLOCK 10, INTERAMERICA DISTRIBUTION PARK, PHASE V, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 8010 AND 8012 RIVERBANK DRIVE, FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) AND M-1 (LIGHT MANUFACTURING DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 4 and one acre out of Lot 3, Block 10, Interamerica Distribution Park, Phase V, as further described by metes and bounds in attached Exhibit "A", located at 8010 and 8012 Riverbank Drive, from R-2 (Multi-Family Residential District) and M-1 (Light Manufacturing District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 21, 2007, 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 August 6, 2007, 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 4 and one acre out of Lot 3, Block 10, Interamerica Distribution Park, Phase V, as fur-

ther described by metes and bounds in attached Exhibit "A", located at 8010 and 8012 Riverbank Drive, from R-2 (Multi-Family Residential District) and M-1 (Light Manufacturing District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2007.

_____
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) & M-1 (Light Manufacturing District) to B-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

Location: 8010 & 8012 Riverbank Dr

ZC-48-2007

ZONE DISTRICTS

- Zone Districts
- PROPOSED REZONE

N
W E
S

1 inch equals 586 feet

INDIAN SUNSET SUBDIVISION - PHASE 4
PLANNED UNIT DEVELOPMENT
VOLUME 19, PAGES 59, W.C.M.R.

INDIAN SUNSET SUBDIVISION - PHASE 5
PLANNED UNIT DEVELOPMENT
VOLUME 20, PAGES 79, W.C.M.R.

GILBERTO SALAZAR
UNPLATTED
14.0858 ACRES
VOLUME 671, PAGES 261-264, W

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

ZONE: R-1A

6' U.E.

N

0 100
SCALE: 1 INCH=100 FEET

N 68°21'51" E 103.18'

FIR SIR FIR FIR

0.9977 ACRES
OUT OF LOT 3
CURRENT ZONE: R-2
PROPOSED ZONE: B-4

N 21°38'09" W 381.27'

S 21°38'09" E 410.58'

LOT 2
2.7408 ACRES
CURRENT ZONE: R-2
PROPOSED ZONE: B-1

LOT 3
2.9977 ACRES
CURRENT ZONE: R-2

LOT 4
2.0023 ACRES
CURRENT ZONE: M-1
PROPOSED ZONE B-4

LOT 5
4.0000 ACRES

25' BLDG. SETBACK LINE

FIR

N 07°25'38" W
25.00'

SIR

RIVERBANK DR.
(100' R.O.W.)

SIR FIR

S 04°08'56" E
24.98'

FIR

R=1850.00'
L=105.85'
Tan=52.94'
D=3°16'42"
CH=S84°12'43"W
105.84'

FIR

FIR

ROADWAY EXPRESS INC. SUBDIVISION
VOLUME 17, PAGE 52, W.C.M.R.
ZONE: M-1

DRAWING-FILE-NAME.dwg	
RATH-GILP-HALF-BLK.ctb	
DRAWN BY:	X.X.X.
CHECKED BY:	X.X.X.
SHEET NO.	
1 OF 1	

REZONNING OF LOT 3 AND 4

LAREDO, TEXAS

EXHIBIT "A"

STATE OF TEXAS
BENJAMIN A. PUIG
92725
LICENSED
PROFESSIONAL ENGINEER

DATE:	JUNE 4, 2007
REVISION:	

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041

Ph. (956) 753-2210
Fax (956) 753-2213

STATE OF TEXAS *
COUNTY OF WEBB *
0.9977 ACRES

LEGAL DESCRIPTION OF A 0.9977 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF LOT 3, BLOCK 10, INTERAMERICA DISTRIBUTION PARK PHASE 5 (IDP-PH5), RECORDED IN VOLUME 14, PAGES 67, PLAT RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod being the southeasterly corner of said Lot 3, Block 10 and the southwesterly corner of Lot 4, Block 10 of said IDP-PH5, same being situated on the northerly right-of-way line of Riverbank Drive as per Roadway Express, Inc. Subdivision, recorded in Volume 13, Page 82 Plat Records of Webb County, Texas for the **POINT OF BEGINNING** of this 0.9977 acre tract and the **southeasterly corner** hereof;

Thence, along a curve to the left with a chord bearing S84°12'43"W, 105.84 feet, subtended by an arc having a radius of 1,850.00 feet, a distance of 105.85 feet to a set ½ inch iron rod, with the common division line of the northerly right-of-way of said Riverbank Drive and herein described tract, for a point of tangency hereof;

Thence, N07°25'38"W, with the westerly line of herein described tract, a distance of 25.00 feet to a set ½ inch iron rod, for a point of deflection hereof;

Thence, N21°38'09"W, with the westerly line of herein described tract, a distance of 381.27 feet, to a set ½ inch iron rod on the southerly line of Indian Sunset Subdivision, Phase 4, Volume 19, Page 59, Plat Records of Webb County, Texas, for the **northwesterly corner** hereof;

Thence, N68°21'51"E, with the common division line of herein described tract and the southerly line of said Indian Sunset Subdivision, Phase 4, a distance of 103.18 feet to a found ½ inch iron rod being the northwesterly corner of said Lot 4, for the **northeasterly corner** hereof;

Thence, S21°38'09"E, with the common division line of herein described tract and said Lot 4, a distance of 410.58 feet to a found ½ inch iron rod, for a point of deflection hereof;

Thence, S04°08'56"E, with the common division line of herein described tract and said Lot 4, a distance of 24.98 feet, for said **POINT OF BEGINNING**, containing within these metes and bounds 0.9977 acres, more or less.

BASIS OF BEARINGS: Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

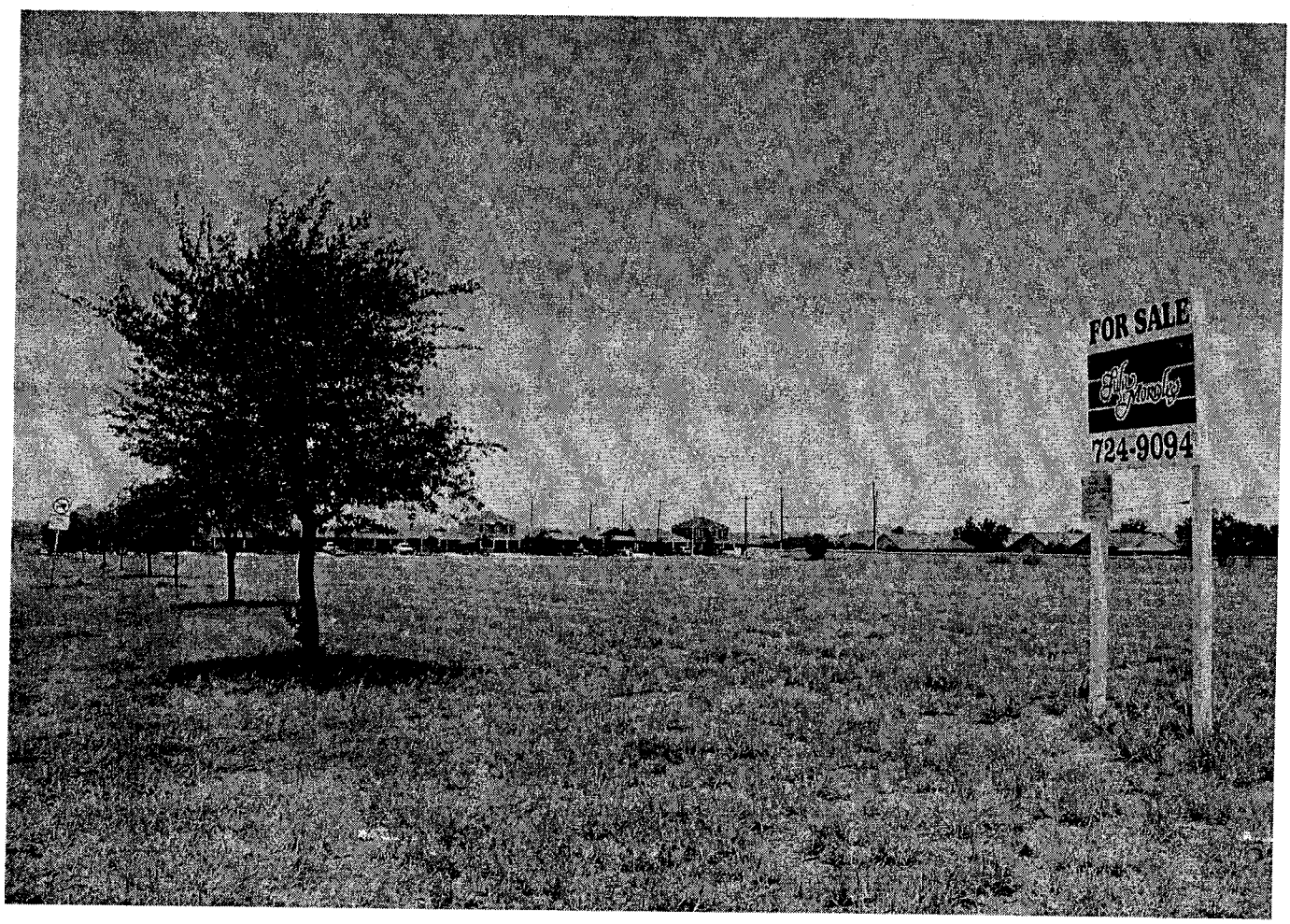
WITNESS MY HAND AND SEAL

4-26-07

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

Exhibit "A"

FOR SALE
724-9094


FOR SALE
724-9094

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7 acres, as further described by metes and bounds in attached Exhibit "A", located on the North side of F.M. 1472, 3.5 miles west of Las Tiendas Road, from AG (Agricultural District) to M-1 (Light Manufacturing District). The Planning & Zoning Commission recommended approval of the zone change. ZC-44-2007
08/06/07	

Initiated by:	Staff source:
Jose C. Resendez	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII – Juan Chavez

Proposed use: Truck Dealership

Site: The site is primarily vacant except for a small shed.

Surrounding land uses: The site is surrounded to the north and west by vacant and undeveloped land. To the east is Perez Mini-store (Los Compadres Perez). To the south are Total Transport Trucking and Fitzley Inc. Specialized Trucking.

Comprehensive Plan: The Comprehensive Plan identifies this area as Warehouse/Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 as an Expressway.

Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 1

STAFF COMMENTS

The proposed zone change is appropriate at this location. The change is consistent with the Comprehensive Plan's designation for this area as Warehouse/Light Industrial. The proposed change is compatible with the surrounding development trend towards industrial uses.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **7** to **1** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No, the established land use pattern is industrial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is an existing B-4 district to the southeast.

Will change adversely influence living conditions in the neighborhood?
No, there are no neighborhoods in the immediate vicinity.

Are there substantial reasons why the property can not be used in accord with existing zoning?
Yes, the current zoning allows only for agricultural uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A," LOCATED ON THE NORTH SIDE OF F.M. 1472, 3.5 MILES WEST OF LAS TIENDAS ROAD, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 7 acres, as further described by metes and bounds in attached Exhibit "A", located on the North side of F.M. 1472, 3.5 miles west of Las Tiendas Road, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 21, 2007, 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 August 6, 2007, 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 acres, as further described by metes and bounds in attached Exhibit "A", located on the North side of F.M. 1472, 3.5 miles west of Las Tiendas Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2007.

_____
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

SCALE: 1"=100'

Braulio Martinez, and wife, Mario Martinez Volume 261, Page 74-77 D.R.W.C.T.

Fence Line

Found ½" Iron Rod

N67°55'00"E 281.21'

Fence Corner

Tract 11-IB 2.500 Acres

See Detail "A"

S22°05'00"E 404.05'

Lot 1-A 2.500 Acres Oscar Soto & wife, Belia Soto Volume 629, Pages 120-122 D.R.W.C.T.

Lot 11-H 2.500 Acres

N67°55'00"E 599.20'

Fence Corner Post

Porcion 9

Porcion 10

Tract 11-J 4.53 Acres Gustavo Alcorta Volume 554, Pages 733-735 D.R.W.C.T.

S22°05'00"E 369.04'

Gustavo Alcorta Document No. 595748 D.R.W.C.T.

N22°05'00"W 282.57'

2.57 Acres Braulio Martinez Volume 261, Pages 74-77 D.R.W.C.T.

Porcion 10 Tomas Sanchez Abstract 280

Fence Corner

S78°21'44"W 177.20'

Set ½" Iron Rod

S75°57'36"W 89.19'

Set ½" Iron Rod

S75°00'47"W 339.22'

Set ½" Iron Rod

S75°00'47"W 283.38'

Fence Corner

FM 1472 Mines Road

Fence Line

Detail "A"
N.T.S.

Metal Storage

One Story Block/Wood Building

Chimney

7.5' 30.6' 7.5' 11.4' 8.3' 97.4' 8.2' 21.0' 21.0' 102.4' 23.0' 183.3'

STATE OF TEXAS
REGISTERED
ENRIQUE A. MEJIA III
0653
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

Enrique A. Mejia III, R.P.L.S. No. 5653 — 5-31-07 DATE

BASIS OF BEARINGS:

A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 11-J, AND A FENCE CORNER POST FOUND AT THE NORTHEAST CORNER OF TRACT 11-IB, PORCION 10, TOMAS SANCHEZ SURVEY, ABSTRACT 280.

CALLED TO BE: N 67°55'00" E, 281.70'
MEASURED: N 67°55'00" E, 280.92'

Exhibit "A"
Survey of
Tract 11-J and Tract 11-IB being out of Porcion 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 69.535 acre tract recorded in Volume 486, Page 203-207, Deed Records, Webb County, Texas.

NOTE: NOT ALL UTILITIES OR UTILITY EASEMENTS SHOWN HEREI

Mejia & Ruiz
Land Surveyors
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone (956) 724-8423
Fax (956) 724-7208

GF No.	1162-
DRAWN BY:	L
CHECKED BY:	E
REV:	05-31-
DATE:	12-07-
JOB No.	060453

FILE: Tract 11-J & Tract 11-IB Mines Road.dwg

Field Notes
of a 7.03 acre tract being all of Tract 11-IB and Tract 11-J, out of Porcion 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 69.535 acre tract recorded in Volume 486, Page 203-207, Deed Records, Webb County, Texas.

A tract of land containing 7.03 acres, more or less, situated in Porcion 10, Tomas Sanchez, Original Grantee, Abstract 280, City of Laredo, Webb County, Texas, being out of a 69.535 acre tract of land conveyed to by deed Armando Garcia recorded in Volume 486, Pages 203-207, Deed Records of Webb County Texas, said 7.03 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ***Fence Corner found*** on the northerly right-of-way line of F.M. Highway 1472,same being the southwest corner of Lot I-A, a tract of land containing 2.500 acres, conveyed by deed to Oscar Soto & Belia Soto, recorded in Volume 629, Pages 120-122, Deed Records of Webb County Texas;

Thence, along the said north right-of way line of F.M. Highway 1472, ***S 75°00'47" W***, a distance of ***622.60 feet*** to a ***½" iron rod set***, a deflection right;

Thence, along the said north right-of way line of F.M. Highway 1472, ***S 75°57'36" W***, a distance of ***89.19 feet*** to a ***½" iron rod set***, a deflection right;

Thence, along the said north right-of way line of F.M. Highway 1472, ***S 78°21'44" W***, a distance of ***177.20 feet*** to a ***Fence Corner found,*** also being the southeast corner of a 2.57 acre tract of land, conveyed to Braulio Martinez, recorded in Volume 261, Pages 74-77, Deed Records of Webb County Texas, the southwest corner of the herein described tract;

Thence, along the westerly line of said 69.535 acre tract, ***N 22°05'00" W***, a distance of ***282.57 feet*** to a ***Fence Corner found,*** the most westerly corner of said 69.535 acre tract, the northwest corner of the herein described tract;

Thence, along the common line of Porcion 9 and Porcion 10, ***N 67°55'00" E***, a distance of ***880.41 feet*** to a ***Fence Corner found,*** the northeast corner of the herein described tract;

Thence, ***S 22°05'00" E***, a distance of ***404.05 feet*** to return to and close at the Point of Beginning containing 7.03 acres of land.

Basis of Bearings:
A 1/2" Iron rod found at the northeast corner of Tract 11-J, and a Fence Corner Post Found at the northeast corner of Tract 11-IB, Porcion 10, Tomas Sanchez Survey, Abstract 280.

Called To Be: N 67°55'00" E, 281.70'
Measured: N 67°55'00" E, 280.92'

State of Texas:
County of Webb:

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

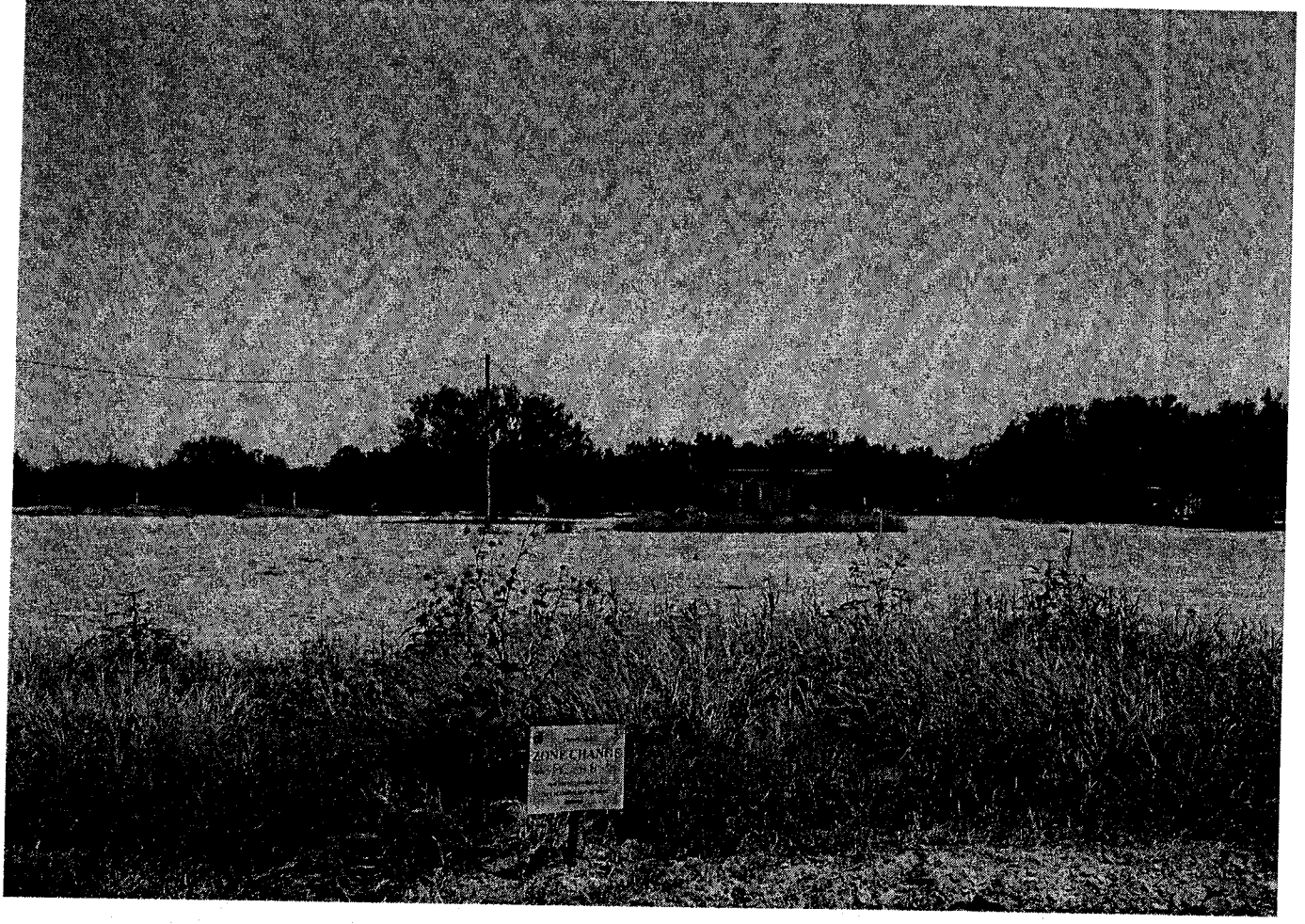
5-31-07

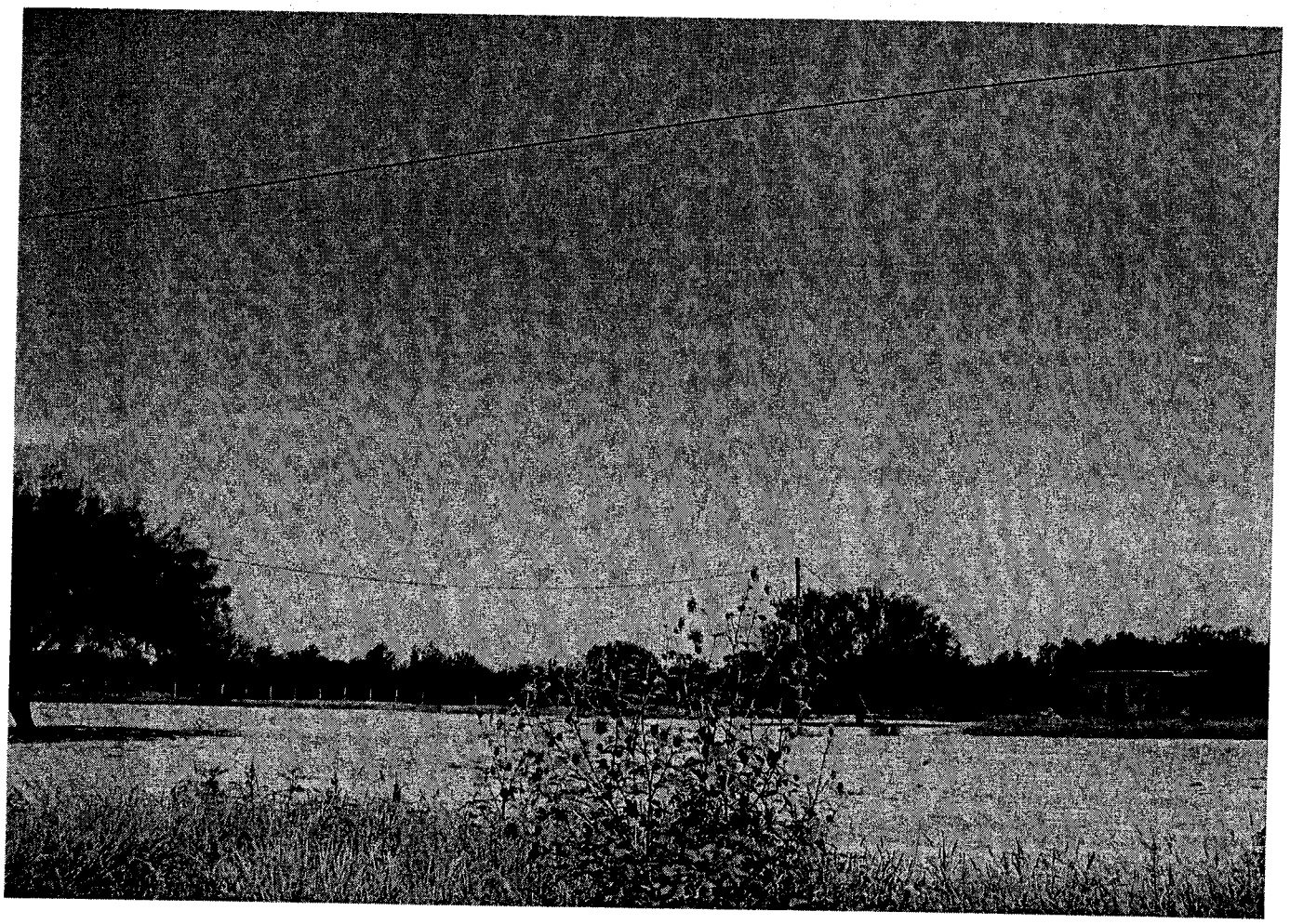
R.P.L.S. No. 5653 – Texas **Current Date**

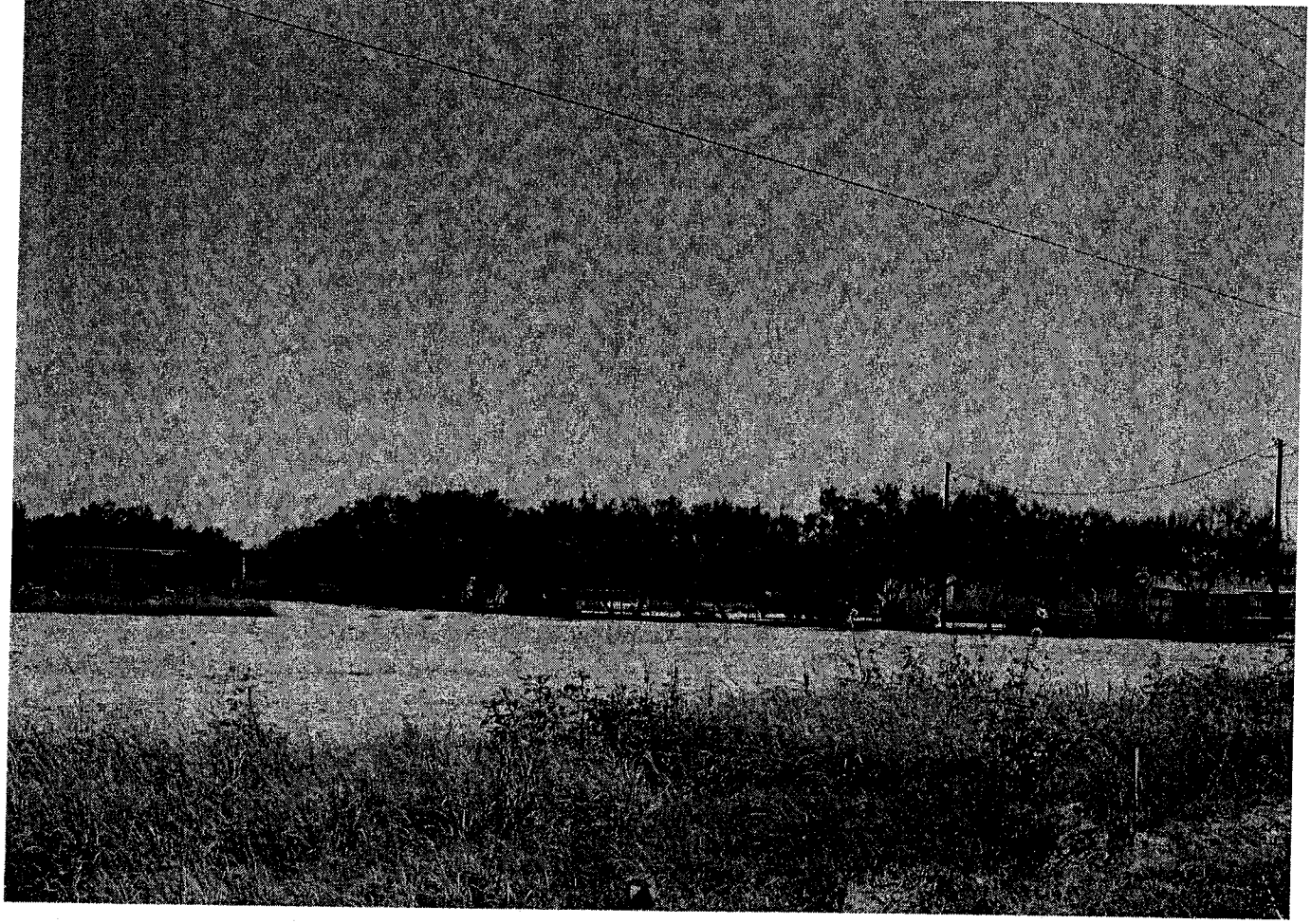
STATE OF TEXAS REGISTERED ENRIQUE A. MEJIA III 5653 PROFESSIONAL LAND SURVEYOR

Mejia & Ruiz Land Surveyors
(956) 724-8423
(956) 724-7208 fax
101 W. Hillside, Suite 10
Laredo, Texas 78041

Exhibit "A"


ZONE CHANGE





COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
08/06/07	Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 15.95 acres, as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard, from R-1A (Single Family Reduced Area District) and B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-45-2007

Initiated by:	**Staff source:**
South Laredo Sand & Gravel, Inc.	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: I – Mike Garza

Proposed use: Sand/Gravel Sales, Storage, and/or Extraction

Site: The site includes one single-family residential structure and existing water well for Ready Mix.

Surrounding land uses: The surrounding properties are primarily vacant and undeveloped with Zapata Highway to the west.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office and Medium Density Residential.

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

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

STAFF COMMENTS

The proposed zone change is appropriate at this location. Although, the proposed change is not consistent with the Comprehensive Plan's designation for this area as Retail/Office and Medium Density Residential, it is in conformance with the approved master plan of Garcia Subdivision. The site meets the location and dimension requirements for a B-4 district.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

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, the land use pattern is still primarily vacant and undeveloped with a few residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the surrounding districts include R-1A and B-1 district.

Will change adversely influence living conditions in the neighborhood?
No, there is not a neighborhood in the immediate vicinity of the site.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, the R-1A district allows for residential uses only.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 15.95 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF HIGHWAY 83 AND SOUTH OF CIELITO LINDO BOULEVARD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 15.95 acres, as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard, from R-1A (Single Family Reduced Area District) and B-1 (Limited Commercial 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 June 21, 2007, 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 August 6, 2007, 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 15.95 acres, as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard, from R-1A (Single Family Re-

duced Area District) and B-1 (Limited Commercial 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

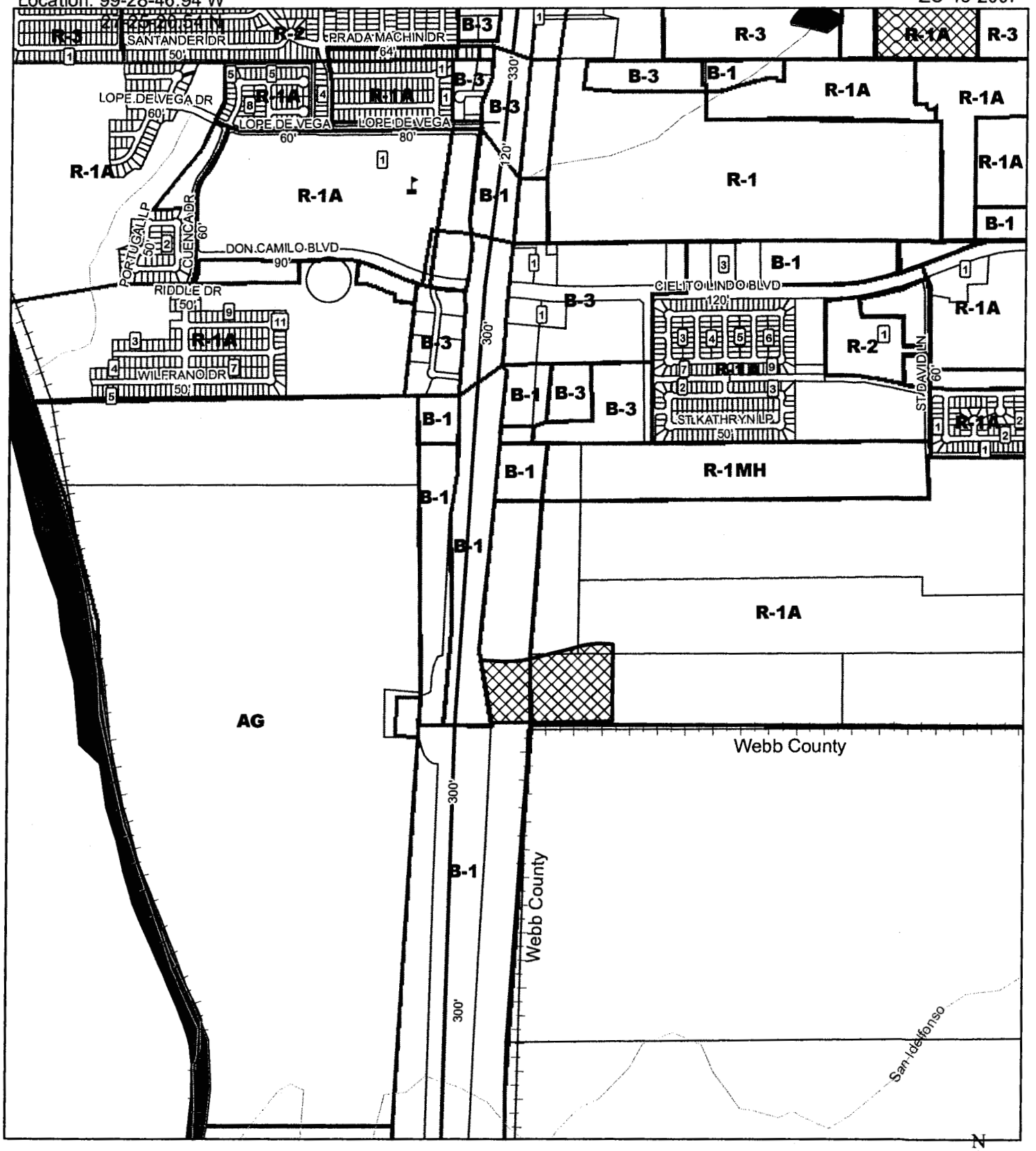
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from B-1 (Limited Commercial District)
and R-1A (Single Family Reduced District)
to B-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

Location: 99-28-46.94 W
27-29-20.91 N

ZC-45-2007



ZONE DISTRICTS

- Zone Districts
- PROPOSED REZONE
- City Limits 2007

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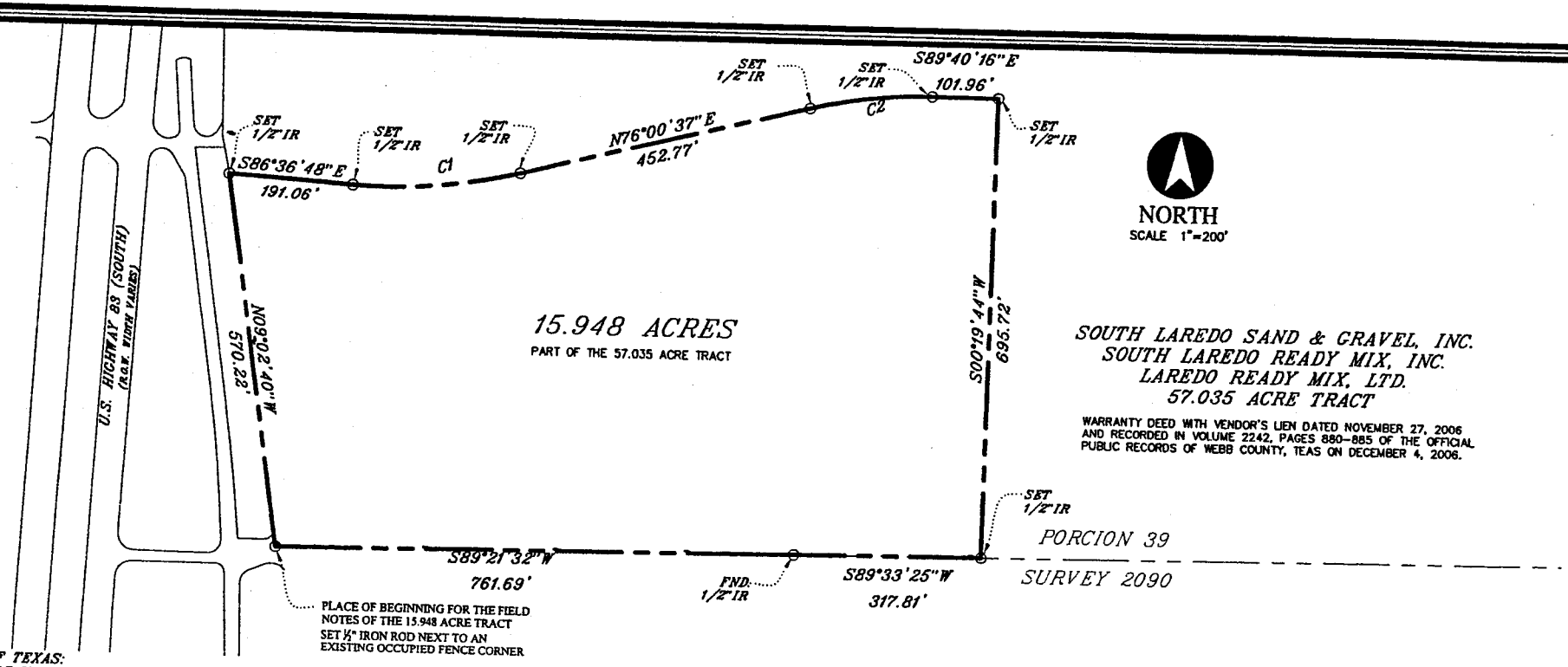
1 inch equals 1,187 feet



STATE OF TEXAS:
COUNTY OF WEBB:

I DAVID BARRERA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THE FORECOING PLAT OF SURVEY AND ATTACHED PROPERTY DESCRIPTION ARE BASED ON OFFICE RECORD AVAILABLE SUBJECT PROPERTY CONDUCTED UNDER MY SUPERVISION.

DAVID BARRERA, RPLS 5286, MAY 25, 2007

STATE OF TEXAS REGISTERED DAVID BARRERA 5286 PROFESSIONAL LAND SURVEYOR

CURVE C1
L=256.27'
ANGLE=17°22'35"
CHORD DIREC=N84°41'55"E
R=845.00
TANC=129.12
CHORD=255.29

CURVE C2
L=188.68'
ANGLE=14°19'07"
CHORD DIREC=S83°10'11"W
R=755.00
TANC=94.83
CHORD=188.19

TEC ENGINEERS & CONSULTANTS INC.
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040
PH. (956)791-1220 FAX (956)753-7687

PROPOSED ZONE CHANGE FROM R-1A TO B-4

SOUTH LAREDO SAND & GRAVEL, INC.
SOUTH LAREDO READY MIX, INC.
LAREDO READY MIX, LTD.
15.948 ACRE TRACT

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION
PROPOSED ZONE CHANGE R-1A TO B-4
GARCIA SUBDIVISION PHASE 1
15.948 ACRES

A tract of land containing 15.948 acres, more or less, situated in the Jose Antonio Nasario Porcion 39, Abstract 250, in Webb County, Texas, said 15.948 acre tract being comprised of the most westerly 45.3546 acs of a tract called to contain 164.54 acres (but by actual survey found to contain 167.18 acres), said 164.54 acre tract having been conveyed by D.D. Hachar, grantor unto George F. Link, grantee by warranty deed dated the 6th day of September, 1950 and recorded in Volume 214, pages 196-198 of the Webb County Deed Records, said 15.948 acre tract also being comprised of an 11.6804 acre tract, being out of the southwest part of a tract of land called to contain 1237.8 acres, more or less, and referred to as the First Tract in that warranty deed with vendor's lien between Ofelia G. de Gutierrez as grantor and George F. Link as grantee and dated the 15th day of July, 1950, recorded in Volume 214, Pages 72-76 of the Webb County Deed Records, said 15.948 acre tract being more particularly described by metes and bounds as follows, to-wit:

Beginning at a fence corner at the intersection of the east right of way line of U.S. Highway No. 83 and the north line of Survey 2090, the south line of Porcion 39, said fence corner post being the southwest corner hereof;

Thence North 09° 02' 40" West – 570.22 Feet with the east right of way line of U.S. Highway No. 83, the west line hereof, to a point, for the Northwest corner hereof;

Thence South 86° 36' 48" West – 191.06 Feet leaving the north line of U.S. Highway No. 83, the west line hereof, to a point of Tangent of a curve left having a radius of 845.00 feet, a central angle of 17° 22' 35" and a tangent of 129.12 feet.

Thence along the arc length of curve left, a distance of 256.27 feet to a point of tangent hereof;

Thence North 76° 00' 37" East – 452.77 Feet continuing with the North line to a point of Tangent of a curve right having a Radius of 755.00 feet. a central angle of 14° 19' 07" and a Tangent of 94.83 feet.

Thence along the arc length of a curve right, a distance of 188.58 feet to a point of Tangent hereof;

Thence South 00° 19' 44" East – 695.72 Feet on the easterly line hereof to a fence corner at fence on the north line of Survey 2090 and south line of Porcion 39, the south line of the above mentioned 164. 54 acre tract for the southeast corner hereof;

Thence South 89° 33' 25" West – 317.81 Feet with fence on the north line of Survey 2090, the south line of Porcion 39, the south line of the 164.54 acre tract and the north line hereof, to a point of deflection to the left;

Thence South 89° 21' 32" West – 761.69 Feet continuing with fence on the north line of Survey 2090, the south line of Porcion 39, the line of the aforementioned 164.54 acre tract and the north line hereof, to the ***Place of Beginning***.

Surveyor's Certificate

State of Texas:
County of Webb:

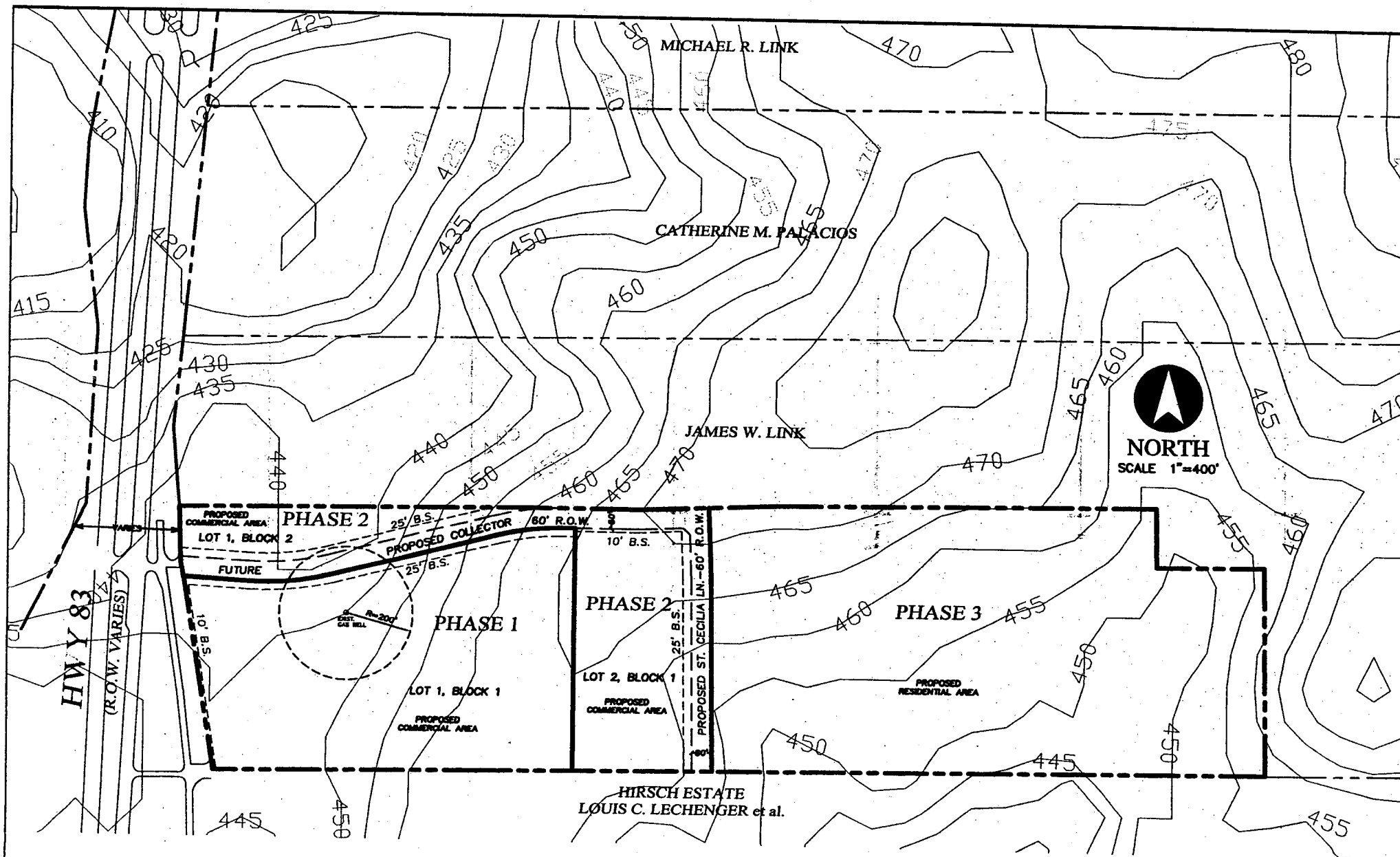
I David Barrera, a Registered Professional Land Surveyor in the State of Texas, have prepared this Survey based on a office records available of the subject property conducted under my supervision.

STATE OF TEXAS
REGISTERED
DAVID BARRERA
5286
PROFESSIONAL
LAND SURVEYOR

David Barrera, RPLS 5286
Revised: May 28, 2007

Garcia Subdivision/Phase 1/Proposed Zone Change/Legal Description

Exhibit "A"



TEC ENGINEERS & CONSULTANTS INC.

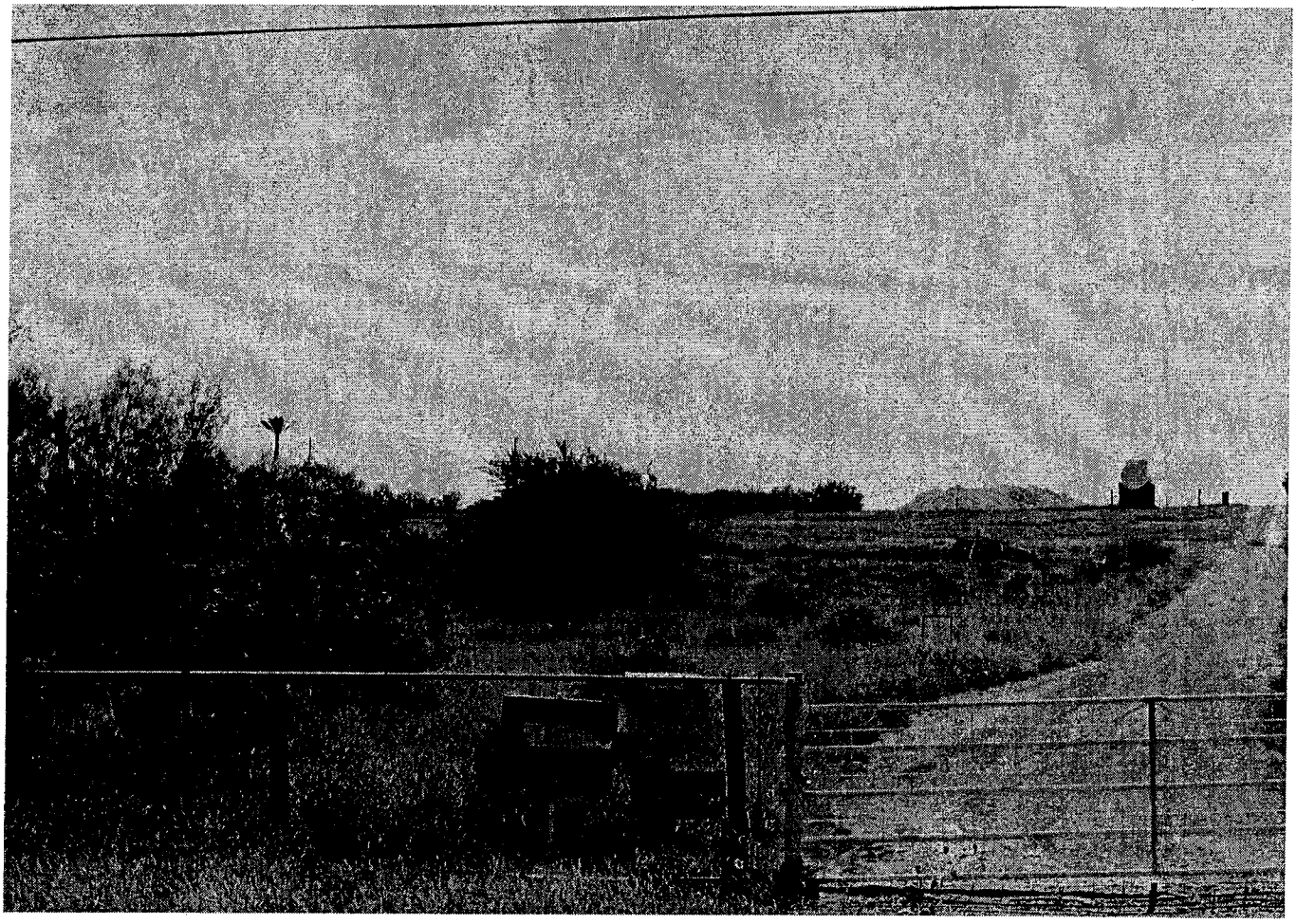
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040
PH. (956)791-1220 FAX (956)753-7687

GARCIA SUBDIVISION

MASTER PLAN

PAGE:	1 OF 1	DATI
DRAWN BY:	J.M.	04/19
CHECKED BY:	J.M.	04/18/
APPROVED BY:	R.A.T.	04/18/
JOB#:		

FILE NAME: F:\Engineering\HOCHMAN\107.5 ACRES\SHEETS\GARCIA-PLANNING-reduced-04-18-07.dwg



COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
08/06/07	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for sand/gravel sales, storage, and/or extraction, on 15.95 acres as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard. The Planning & Zoning Commission recommended approval of the Special Use Permit. ZC-46-2007

Initiated by:	**Staff source:**
South Laredo Sand & Gravel	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: I – Mike Garza

Proposed use: Sand/Gravel Sales, Storage, and/or Extraction

Site: The site includes one single-family residential structure and existing water well for Ready Mix.

Surrounding land uses: The surrounding properties are primarily vacant and undeveloped with Zapata Highway to the west.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office and Medium Density Residential.

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

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

STAFF COMMENTS

Staff supports the issuance of the Special Use Permit. The proposed SUP is compatible with the Comprehensive Plan's designation for this location as Retail/Office and the approved master plan for Garcia Subdivision. 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:

1. The permit is issued to South Laredo Sand and Gravel, and is nontransferable.
2. The Special Use Permit is issued for two years, at which time it must be renewed.
3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Trees and shrubs must be planted and maintained in conformance with the Land Development Code.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the Special Use Permit.	Staff **supports** the proposed Special Use Permit.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO AUTHORIZING A SPECIAL USE PERMIT FOR SAND/GRAVEL SALES, STORAGE, AND/OR EXTRACTION, ON 15.95 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF HIGHWAY 83 AND SOUTH OF CIELITO LINDO BOULEVARD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for a Special Use Permit for sand/gravel sales, storage, and/or extraction, on 15.95 acres as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 21, 2007; 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 August 6, 2007, 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 sand/gravel sales, storage, and/or extraction, on 15.95 acres as further described by metes and bounds in attached Exhibit "A", located east of Highway 83 and south of Cielito Lindo Boulevard.

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 permit is issued to South Laredo Sand and Gravel, and is nontransferable.
2. The Special Use Permit is issued for two years, at which time it must be renewed.
3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Trees and shrubs must be planted and maintained in conformance with the 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

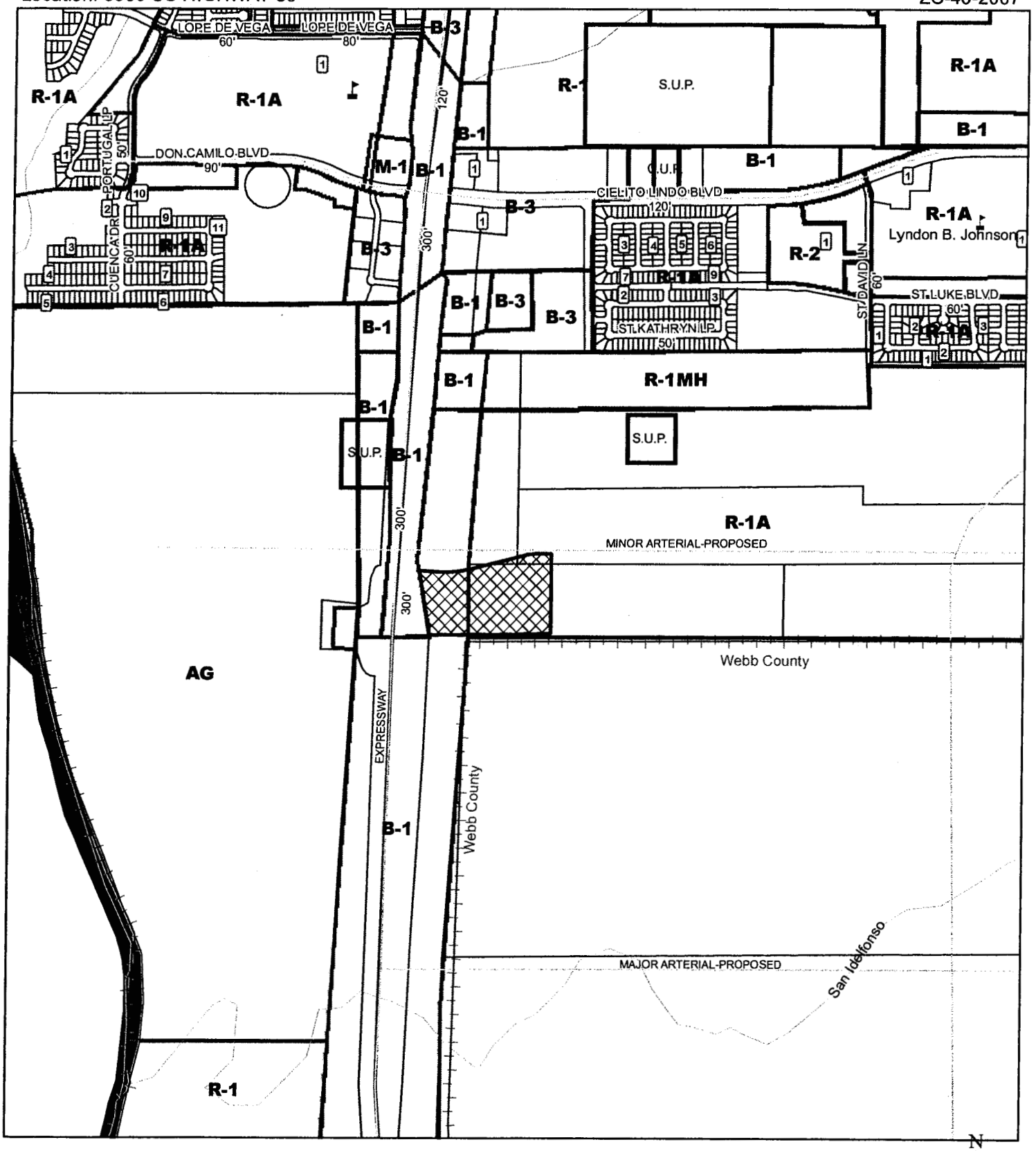
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Request for S.U.P. (Special Use Permit)

City of Laredo
Planning & Zoning

Location: 5900 US HIGHWAY 83

ZC-46-2007



ZONE DISTRICTS

- Zone Districts
- PROPOSED REZONE
- City Limits 2007

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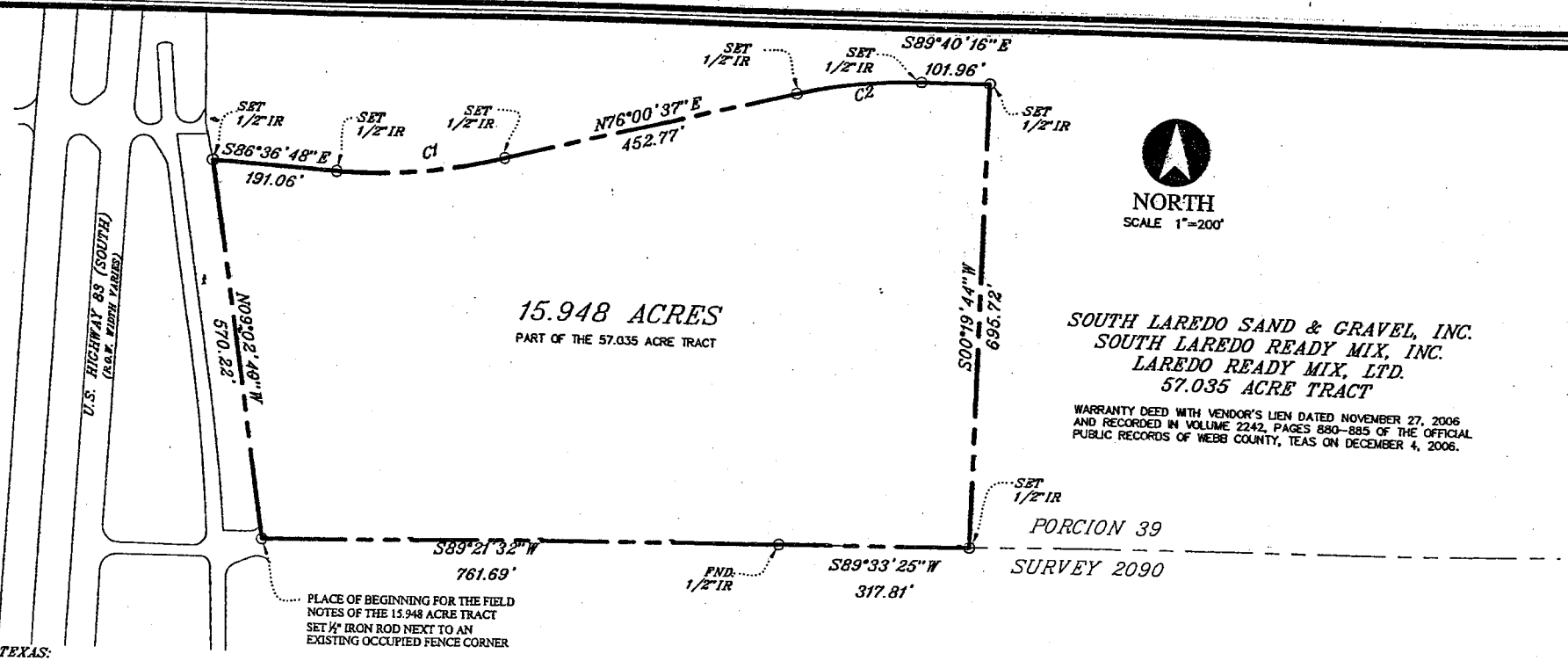
1 inch equals 1,173 feet



SOUTH LAREDO SAND & GRAVEL, INC.
SOUTH LAREDO READY MIX, INC.
LAREDO READY MIX, LTD.
57.035 ACRE TRACT

WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 27, 2006 AND RECORDED IN VOLUME 2242, PAGES 880–885 OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEAS ON DECEMBER 4, 2006.

STATE OF TEXAS:
COUNTY OF WEBB:

I DAVID BARRERA, A RECISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THE FORECOING PLAT OF SURVEY AND ATTACHED PROPERTY DESCRIPTION ARE BASED ON OFFICE RECORD AVAILABLE SUBJECT PROPERTY CONDUCTED UNDER MY SUPERVISION.

DAVID BARRERA, RPLS 5286, MAY 25, 2007

STATE OF TEXAS REGISTERED DAVID BARRERA 5286 PROFESSIONAL LAND SURVEYOR

CURVE C1
L=256.27'
ANGLE=17°22'35"
CHORD DIREC=N84°41'55"E
R=845.00
TANC=129.12
CHORD=255.29

CURVE C2
L=188.68'
ANGLE=14°19'07"
CHORD DIREC=S83°10'11"W
R=755.00
TANC=94.83
CHORD=188.19

TEC ENGINEERS & CONSULTANTS INC.
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040
PH. (956)791-1220 FAX (956)753-7587

PROPOSED S.U.P.
FOR B-4
Exhibit "A"

SOUTH LAREDO SAND & GRAVEL, INC.
SOUTH LAREDO READY MIX, INC.
LAREDO READY MIX, LTD.
15.948 ACRE TRACT

SHEET 1 OF 2

F:\Engineering\Garcia Subdivision\SURVEY\Survey by Barrera-Garcia Phi-Zone Change-MAY 2007.dwg

LEGAL DESCRIPTION

GARCIA SUBDIVISION PHASE 1
15.948 ACRES

A tract of land containing 15.948 acres, more or less, situated in the Jose Antonio Nasario Porcion 39, Abstract 250, in Webb County, Texas, said 15.948 acre tract being comprised of the most westerly 45.3546 acs of a tract called to contain 164.54 acres (but by actual survey found to contain 167.18 acres), said 164.54 acre tract having been conveyed by D.D. Hachar, grantor unto George F. Link, grantee by warranty deed dated the 6th day of September, 1950 and recorded in Volume 214, pages 196-198 of the Webb County Deed Records, said 15.948 acre tract also being comprised of an 11.6804 acre tract, being out of the southwest part of a tract of land called to contain 1237.8 acres, more or less, and referred to as the First Tract in that warranty deed with vendor's lien between Ofelia G. de Gutierrez as grantor and George F. Link as grantee and dated the 15th day of July, 1950, recorded in Volume 214, Pages 72-76 of the Webb County Deed Records, said 15.948 acre tract being more particularly described by metes and bounds as follows, to-wit:

Beginning at a fence corner at the intersection of the east right of way line of U.S. Highway No. 83 and the north line of Survey 2090, the south line of Porcion 39, said fence corner post being the southwest corner hereof;

Thence North 09° 02' 40" West – 570.22 Feet with the east right of way line of U.S. Highway No. 83, the west line hereof, to a point, for the Northwest corner hereof;

Thence South 86° 36' 48" West – 191.06 Feet leaving the north line of U.S. Highway No. 83, the west line hereof, to a point of Tangent of a curve left having a radius of 845.00 feet, a central angle of 17° 22' 35" and a tangent of 129.12 feet.

Thence along the arc length of curve left, a distance of 256.27 feet to a point of tangent hereof;

Thence North 76° 00' 37" East – 452.77 Feet continuing with the North line to a point of Tangent of a curve right having a Radius of 755.00 feet. a central angle of 14° 19' 07" and a Tangent of 94.83 feet.

Thence along the arc length of a curve right, a distance of 188.58 feet to a point of Tangent hereof;

Thence South 00° 19' 44" East – 695.72 Feet on the easterly line hereof to a fence corner at fence on the north line of Survey 2090 and south line of Porcion 39, the south line of the above mentioned 164. 54 acre tract for the southeast corner hereof;

Thence South 89° 33' 25" West – 317.81 Feet with fence on the north line of Survey 2090, the south line of Porcion 39, the south line of the 164.54 acre tract and the north line hereof, to a point of deflection to the left;

Thence South 89° 21' 32" West – 761.69 Feet continuing with fence on the north line of Survey 2090, the south line of Porcion 39, the line of the aforementioned 164.54 acre tract and the north line hereof, to the ***Place of Beginning***.

Surveyor's Certificate

State of Texas:
County of Webb:

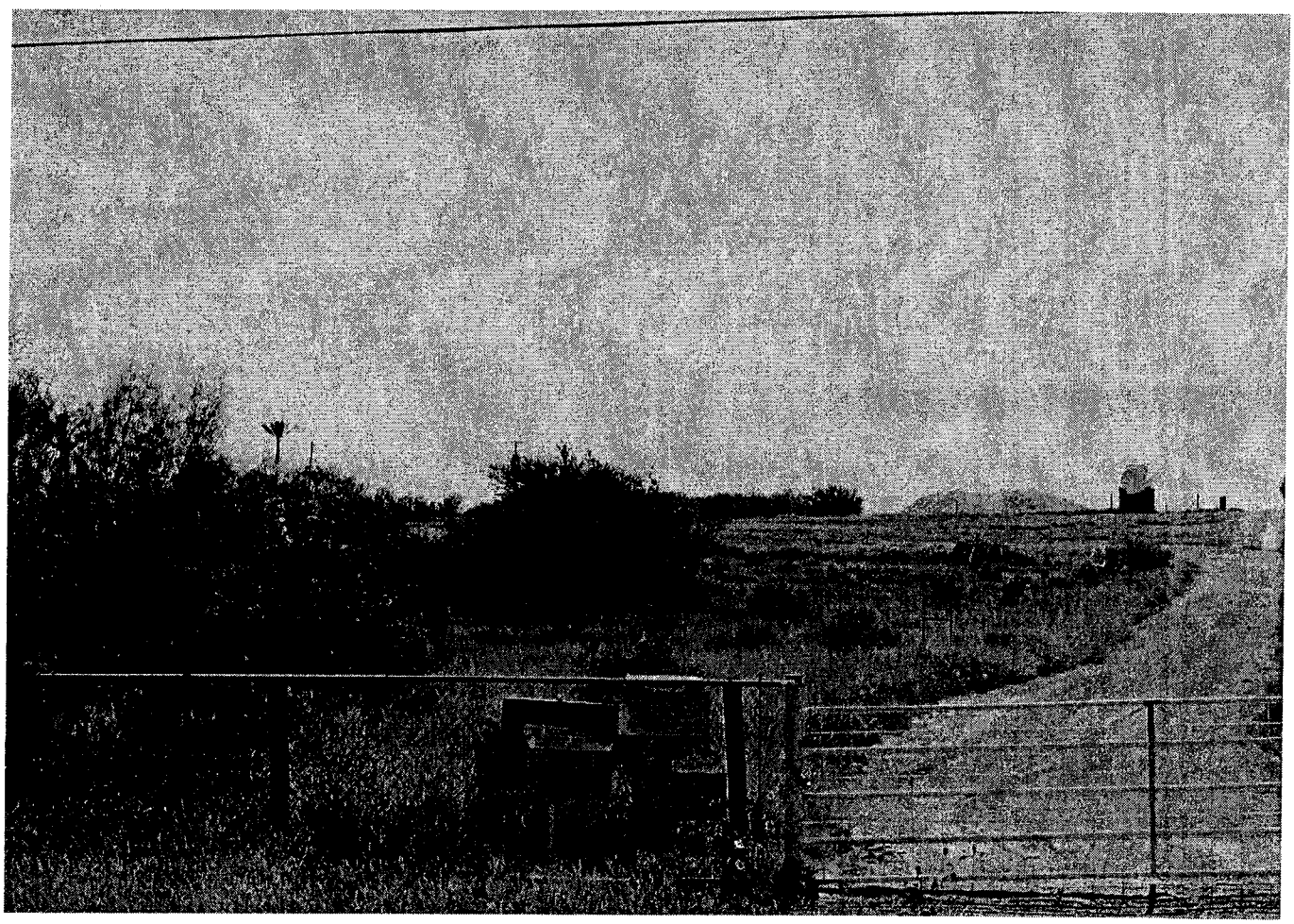
I David Barrera, a Registered Professional Land Surveyor in the State of Texas, have prepared this Survey based on a office records available of the subject property conducted under my supervision.

David Barrera, RPLS 5286
Revised: May 28, 2007

STATE OF TEXAS
REGISTERED
DAVID BARRERA
5286
PROFESSIONAL
LAND SURVEYOR

Garcia Subdivision/Phase 1/Proposed Zone Change/Legal Description

Exhibit "A"



COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.53 acres, as further described by metes and bounds in attached Exhibit "A", located on the southeast corner of F.M.1472 and Camino Colombia Toll Road, from AG (Agricultural District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-47-2007
08/06/07	

Initiated by:	Staff source:
Salvador Rosar	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII– Juan Chavez

Proposed use: Commercial

Site: Vacant and undeveloped

Surrounding land uses: The surrounding properties are generally vacant and undeveloped with some industrial uses to the northeast and Colombia Solidarity Bridge to the west.

Comprehensive Plan: The Future Land Use Map recognizes this area as Warehouse/Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 and State Highway 255 as Expressways.

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

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed change is consistent with the Comprehensive Plan's designation for this area as Warehouse/Light Industrial. The proposed site meets the dimensional and location requirements for a B-4 district. The proposed change is compatible with the land uses in the area.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in an **8** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

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?
No, the established land use pattern is vacant and industrial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are M-1 Districts to the west at the Colombia Solidarity Bridge Facility.

Will change adversely influence living conditions in the neighborhood?
No, there are no residential neighborhoods immediately adjacent to the site.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, the existing zoning district only allows for agricultural uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.53 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE SOUTHEAST CORNER OF F.M. 1472 AND CAMINO COLOMBIA TOLL ROAD, FROM AG (AGRICULTURAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.53 acres, as further described by metes and bounds in attached Exhibit "A," located on the southeast corner of F.M. 1472 and Camino Colombia Toll Road, from AG (Agricultural 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 June 21, 2007, 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 August 6, 2007, 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 1.53 acres, as further described by metes and bounds in attached Exhibit "A," located on the southeast corner of F.M. 1472 and Camino Colombia Toll Road, from AG (Agricultural 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

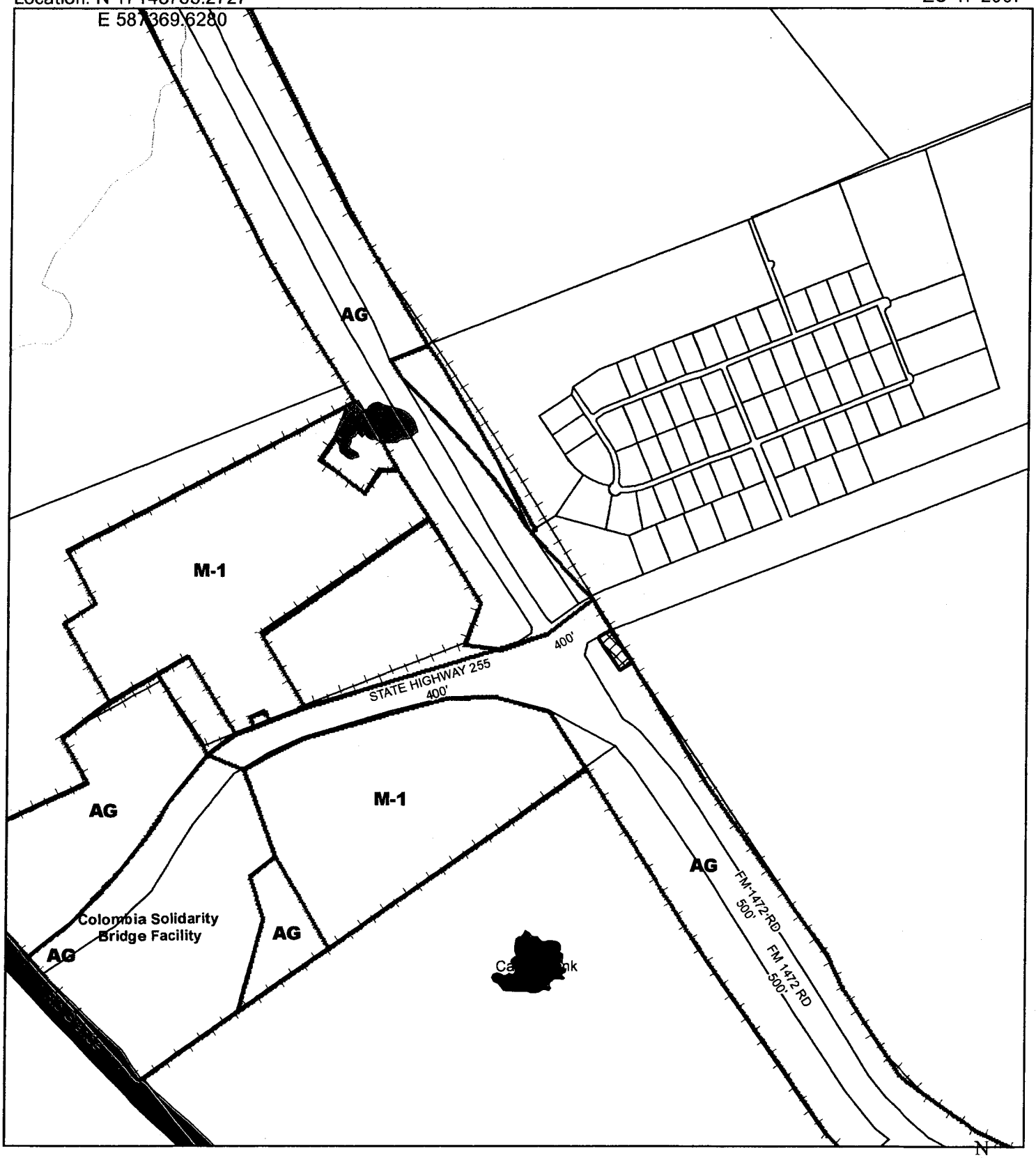
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from AG (Agricultural District)
to B-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

Location: N 17148763.2727
E 587369.6280

ZC-47-2007



ZONE DISTRICTS

- Zone Districts
- PROPOSED REZONE
- City Limits 2007

N
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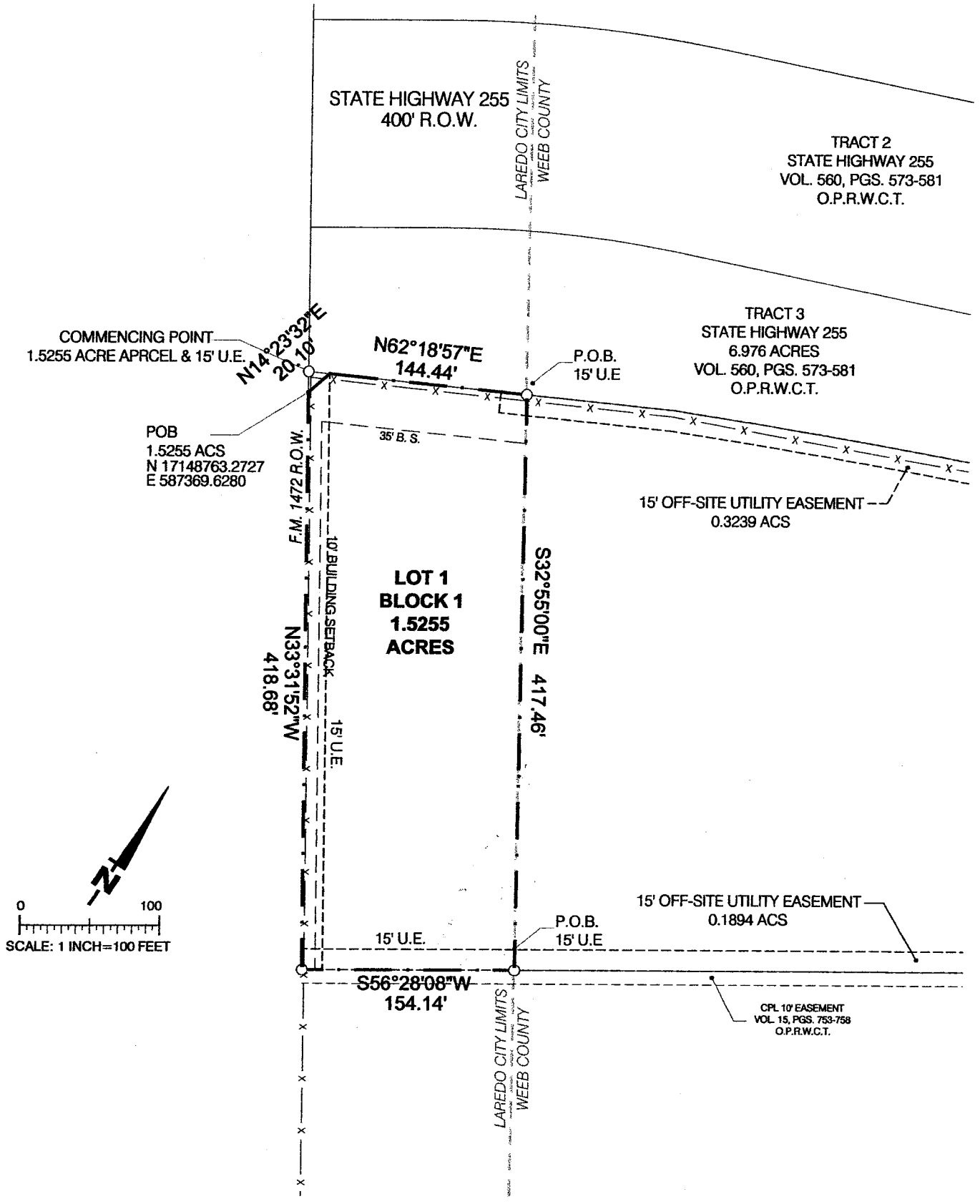
1 inch equals 1,450 feet



MASTER.dwg	1.5255 ACRE TRACT	DATE: MAY 31, 2007	GILPIN ENGINEERING COMPANY
RATH-GILP-HALF-BLK.dib	LAREDO, TEXAS	REVISION:	101 W. Hillside Road, Ste. 8
DRAWN BY: S.A.P.	REZONE EXHIBIT "A"		Laredo, Texas 78041
CHECKED BY: R.J.G.			Ph. (956) 753-2210
SHEET NO.			Ph. (956) 753-2212
1 OF 1			Fax (956) 753-2213

LEGAL DESCRIPTION OF A 1.5255 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF A 93.38 ACRE PARCEL, RECORDED IN VOLUME 1520, PAGES 42-45, OFFICIAL PUBLIC RECORDS OF WEBB CONTY, TEXAS. SAID 1.5255 ACRE PARCEL BEING SITUATED IN SURVEY 1462, ABSTRACT 502, ORIGNAL GRANTEE WEBB COUNTY SCHOOL LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

Commencing at a point situated on the easterly right-of-way line of F.M. 1472, being the southwesterly corner of a 6.976 Acre Tract, also known as Tract 3, recorded in Volume 560, Pages 573-581, Official Public Records of Webb County, Texas and the northwesterly corner of said 93.38 Acre Parcel.

Thence, S33°31'52"E, along the easterly right-of-way line of F.M. 1472, a distance of 15.00 feet, for the POINT OF BEGINNING of this 1.5255 acre parcel and the most westerly northwest corner hereof;

Thence, N14°23'32"E, with the northerly line of herein described parcel, a distance of 20.10 feet, to a point along the southerly line of said Tract 3, for the most northerly northwest corner hereof;

Thence, N62°18'57"E, with the common division line of said Tract 3 and said 93.38 Acre Parcel, a distance of 144.44 feet to a point situated on the common division line of City of Laredo and Webb County, Texas, for the northeasterly corner hereof;

Thence, S32°55'00"E, with the common division line of said City of Laredo and Webb County, a distance of 417.46 feet to point situated on the northerly line of a Central Power Light Easement (10 foot), called to contain 0.135 acres of land, recorded in Volume 15, Pages 753-758, Official Public Records of Webb County, Texas, for the southeasterly corner hereof;

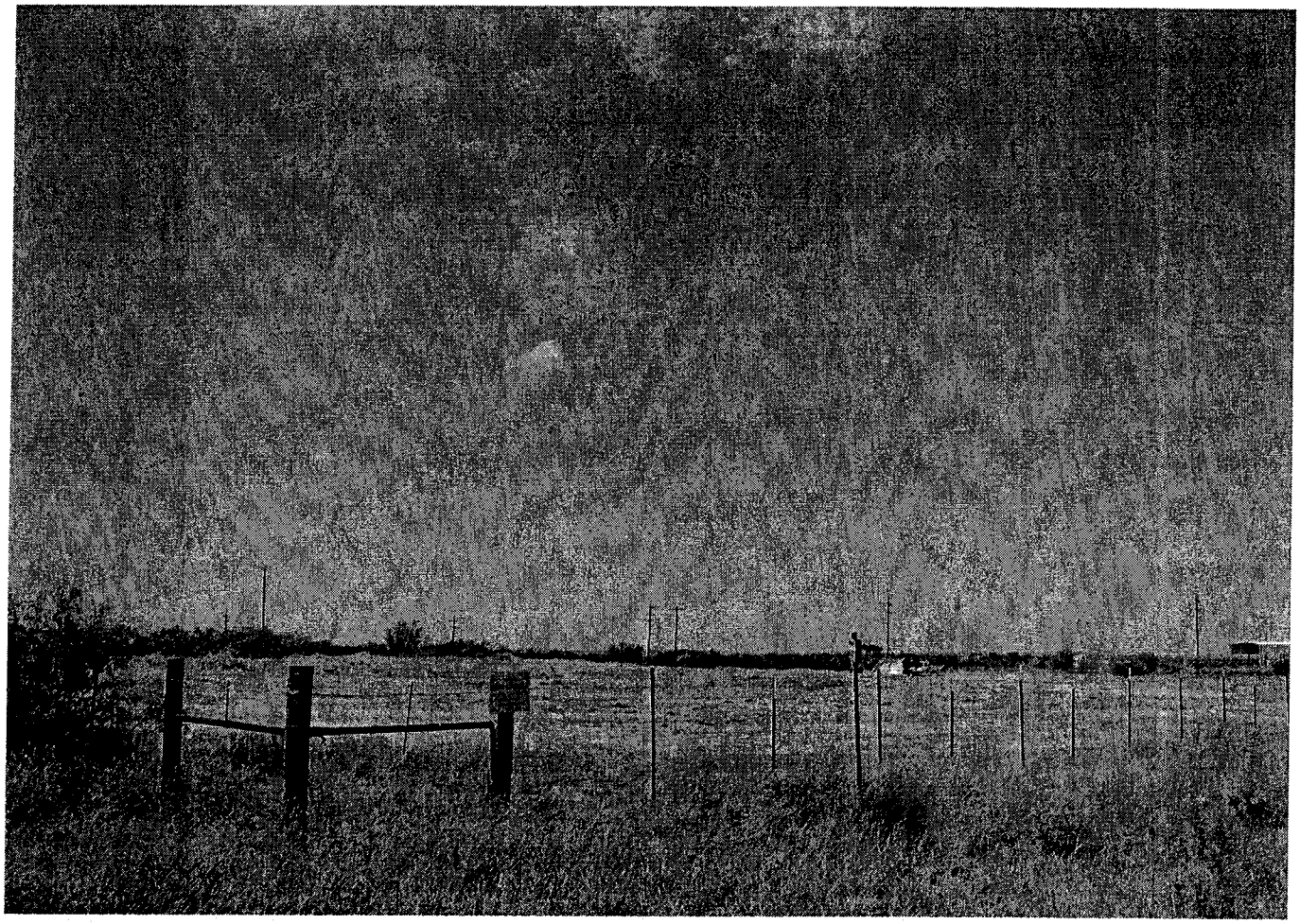
Thence, S56°28'08"W, with the northerly line of said Central Power Light Easement, same being the southerly line of herein described parcel distance of 154.14 feet to a point situated on the easterly right-of-way line of F.M. 1472, being the northwesterly corner of said Central Power Light Easement, for the southwesterly corner hereof;

Thence, N33°31'52"W, with the easterly right-of-way line of F.M. 1472, a distance of 418.68 feet, same being the westerly line herein described property, for said POINT OF BEGINNING, containing within these metes and bounds 1.5255 acres, more or less.

STATE OF TEXAS
REGISTERED
ALBERT ALFRED GILPIN III
5944
PROFESSIONAL
LAND SURVEYOR

5-31-07

Exhibit "A"



COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.2 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-48-2007
08/06/07	

Initiated by:	Staff source:
Robert Muller Ltd.	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII – Juan Chavez

Proposed use: Commercial

Site: Vacant and undeveloped

Surrounding land uses: To the north of the site is the North Laredo Water Storage Tank. To the south of the site are vacant land, Roadway Trucking and Chevron. To the west of the site a commercial office and warehouse building, vacant land and single-family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Warehouse/Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 as an Expressway and Riverbank Drive as a Minor Arterial.

Petition from property owners outside notification area: In Favor: 3
Letters sent to surrounding property owners: 3 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed change is consistent with the land use pattern along this portion of Riverbank Drive and F.M. 1472. The proposed site meets the dimensional and location requirements for a B-4 district. The proposed change is compatible with the surrounding zoning pattern in the area.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

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?
No, the established land use pattern is commercial and industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-4 district across the street to the southeast and an M-1 district adjacent to the west.

Will change adversely influence living conditions in the neighborhood?
No, the area already has substantial industrial uses.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, the existing zoning district only allows for agricultural uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.2 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF F.M. 1472 AND NORTH OF RIVERBANK DRIVE, FROM AG (AGRICULTURAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.2 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural 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 June 21, 2007, 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 August 6, 2007, 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 1.2 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural 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 _____, 2007.

_____
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-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

ZC-48-2007

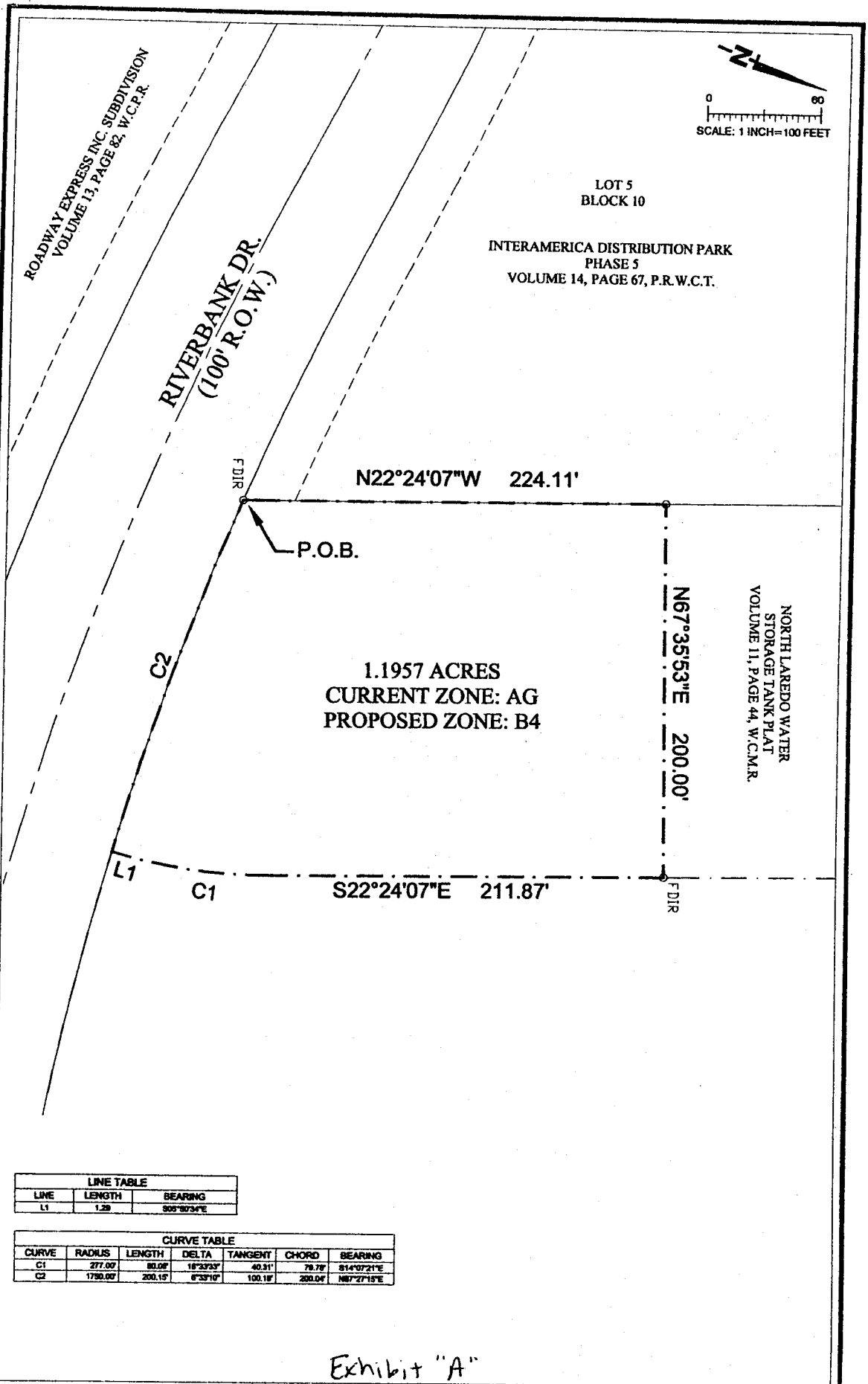
Location: 8000 River Bank Dr

ZONE DISTRICTS

- Zone Districts
- Proposed Rezone

N
W E
S

1 inch equals 300 feet



LINE TABLE		
LINE	LENGTH	BEARING
L1	1.29	S05°50'34"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	277.00'	80.08'	16°33'33"	40.31'	79.78'	S14°07'21"E
C2	1750.00'	200.15'	6°33'10"	100.18'	200.04'	N87°27'15"E

Exhibit "A"

ROBERT MULLER MASTER.dwg
RATH-FOLP-HALF-BLK.mb
DRAWN BY: S.A.P.
CHECKED BY: S.A.P.

SHEET NO.
1 OF 1

1.1957 ACRE TRACT
LAREDO, TEXAS
REZONE EXHIBIT

DATE: MAY 22, 2007
REVISION:

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Ph. (956) 753-2210
Fax (956) 753-2213

STATE OF TEXAS *
COUNTY OF WEBB *
1.1957 ACRES

LEGAL DESCRIPTION OF A 1.1957 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 4.0892 ACRE TRACT, RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS, A 98.22 ACRE TRACT RECORDED IN VOLUME 1517, PAGES 775-778, DEED RECORDS OF WEBB COUNTY, TEXAS, AND A 7.4187 ACRE TRACT, RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a at a found ½ inch iron rod, situated on the northerly right-of-way line of Riverbank Drive as per Roadway Express, Inc. Subdivision, recorded in Volume 13, Page 82 Plat Records of Webb County, Texas, being the southeasterly corner of Lot 5, Block 10 of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas, for the **POINT OF BEGINNING** of this 1.1957 acre tract and the **southwesterly corner** hereof;

Thence, N22°24'07"W, with the common division line of herein described tract and said Lot 5, a distance of feet 224.11, for the **northwesterly corner** hereof;

Thence, N67°35'53"E, with the northerly line of herein described tract, a distance of 200.00 feet, for the **northeasterly corner** hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract a distance of feet 211.87, for a point of curvature hereof;

Thence, along a curve to the right, with a chord bearing S14°07'21"E, 79.78 feet, subtended by an arc having a radius of 277.00 feet, a distance of 80.06 feet, with the easterly line of herein described tract, for a point of tangency hereof;

Thence, S05°50'34"E, with the easterly line of herein described tract, a distance of 1.29 feet, for a point of non tangent curve hereof;

Thence, along a curve to the right, with a chord bearing S87°27'15"W, 200.04 feet, subtended by an arc having a radius of 1,750.00 feet, a distance of 200.15 feet, for said **POINT OF BEGINNING**, containing within these metes and bounds 1.1957 acres, more or less.

BASIS OF BEARINGS: GPS NAD83/NAVD88 Texas State Plane 4205 Coordinates, Grid

REFERENCE BEARING: Easterly boundary line of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas, described as N21°38'09"W and determined on the ground to be N22°24'07"W as shown.

STATE OF TEXAS
COUNTY OF WEBB

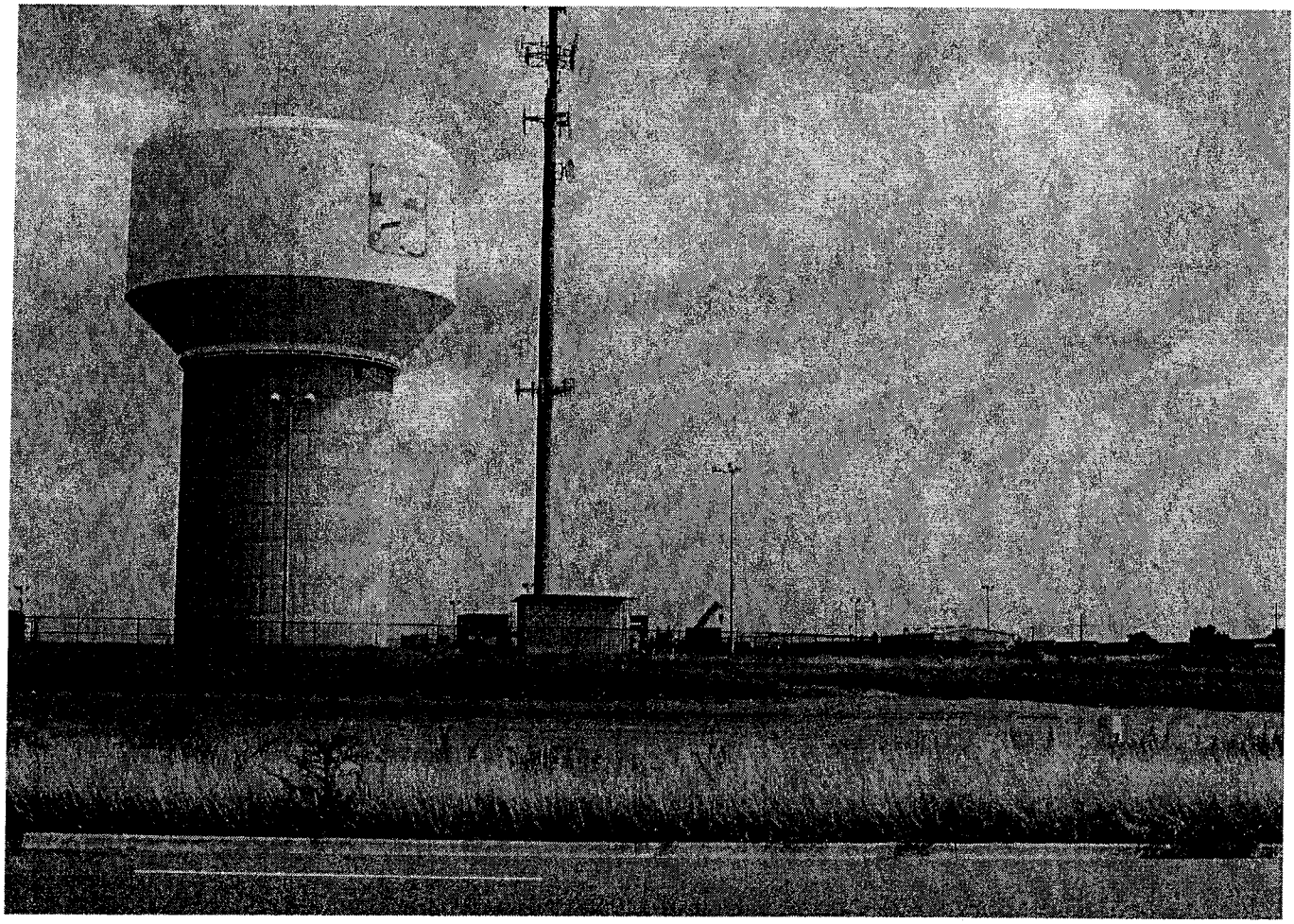
I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

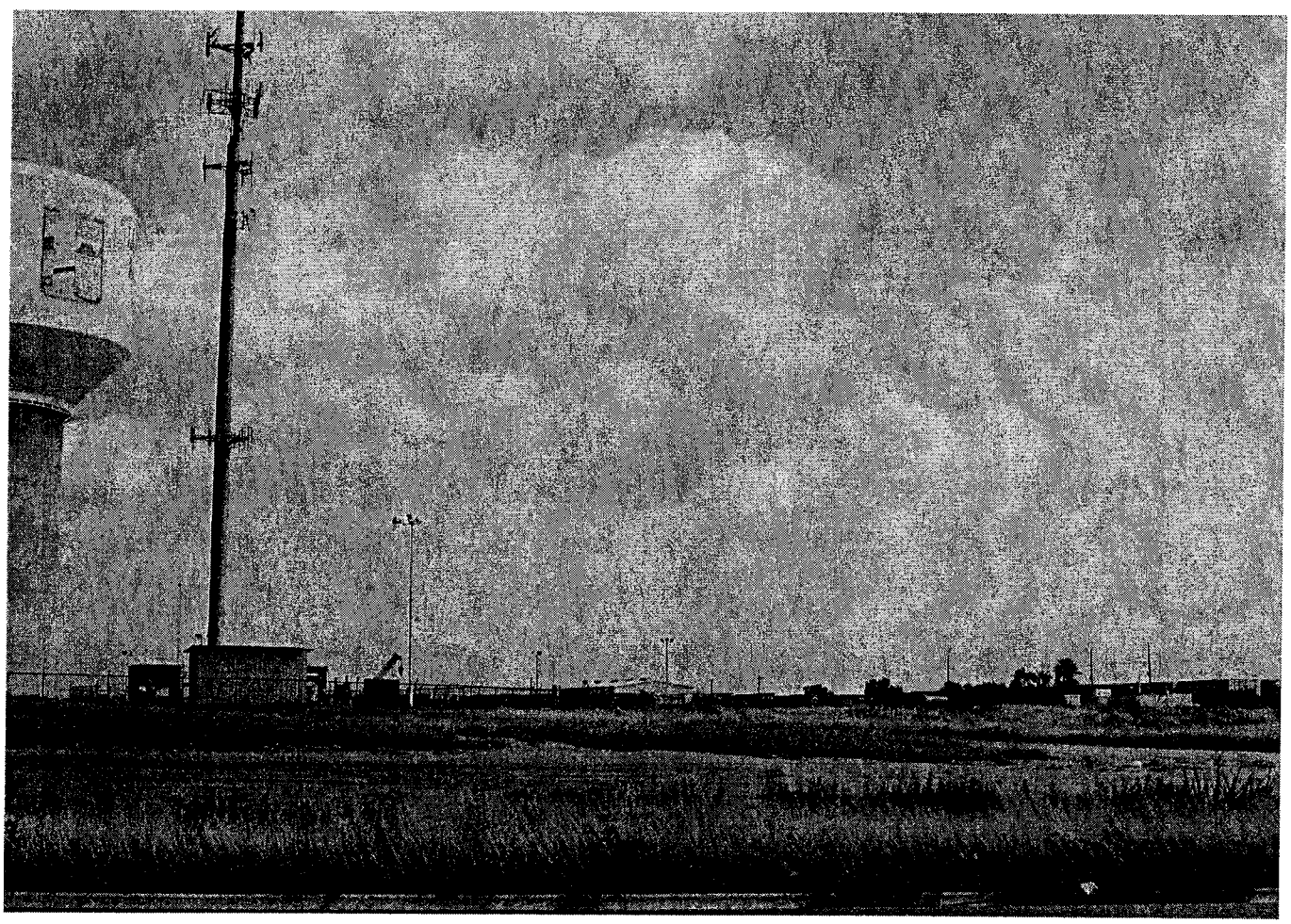
WITNESS MY HAND AND SEAL

STATE OF TEXAS REGISTERED ROBERT J. GILPIN 5944 PROFESSIONAL LAND SURVEYOR

6-28-07

Exhibit "A"





COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.15 acres, as further described by metes and bounds in attached Exhibit "A", located west of F. M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial District) to B-3 (Community Business District). The Planning & Zoning Commission recommended approval of the zone change. ZC-49-2007
08/06/07	

Initiated by:	Staff source:
Robert Muller Ltd.	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII – Juan Chavez

Proposed use: Commercial

Site: Vacant and undeveloped

Warnings/Citations: None

Surrounding land uses: The land north of the property includes vacant land, Lone Star Transportation Inc. and CAT. East of the site are Mercury Forwarding Agency, vacant land and Mextra Corporativo Logistica Integral. To the south of the site are Chevron, vacant land and Roadway Trucking. West of the site includes vacant land, the North Laredo Water Storage Tank and a commercial office and warehouse.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office and Warehouse/Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies F. M. 1472 as an Expressway and Riverbank Drive as a Minor Arterial.

Petition from property owners outside notification area: In Favor: 3
Letters sent to surrounding property owners: 5 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed change is compatible with the surrounding land uses and zoning pattern. The proposed zone change is consistent with the Comprehensive Plan's Retail/Office designation.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No, the established land use pattern is both commercial and industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are adjacent B-1 and M-1 districts.

Will change adversely influence living conditions in the neighborhood?
No, there are already substantial commercial and industrial uses in the area.

Are there substantial reasons why the property can not be used in accord with existing zoning?
Yes, the portions that are zoned AG only allow for agricultural uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 4.15 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF F.M. 1472 AND NORTH OF RIVERBANK DRIVE, FROM AG (AGRICULTURAL DISTRICT) AND 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 4.15 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and 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 July 19, 2007, 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 August 6, 2007, 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 4.15 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

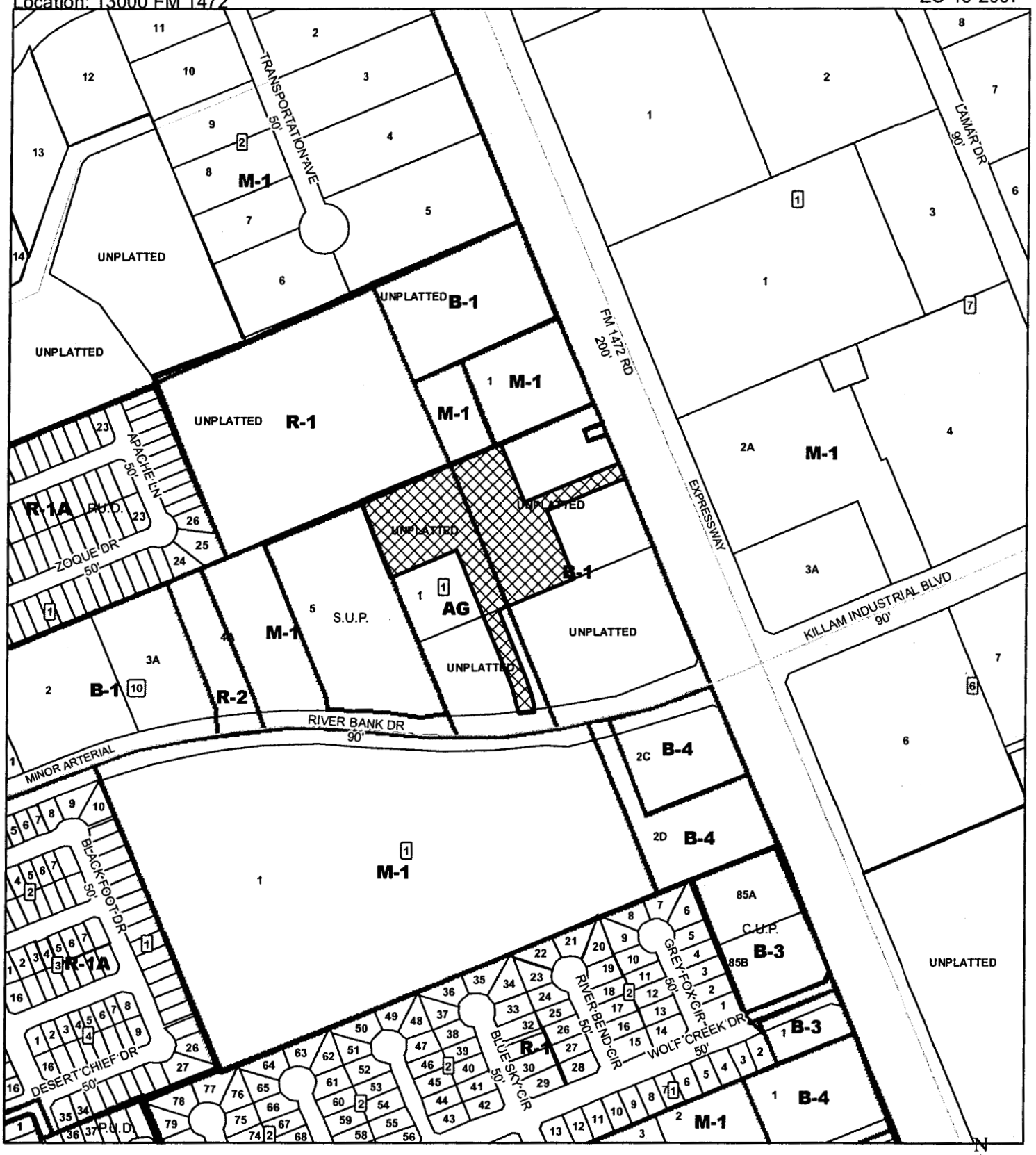
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from AG (Agricultural District) & B-1 (Limited Commercial District) to B-3 (Community Business District)

City of Laredo
Planning & Zoning

Location: 13000 FM 1472

ZC-49-2007



ZONE DISTRICTS

- Zone Districts
- PROPOSED REZONE

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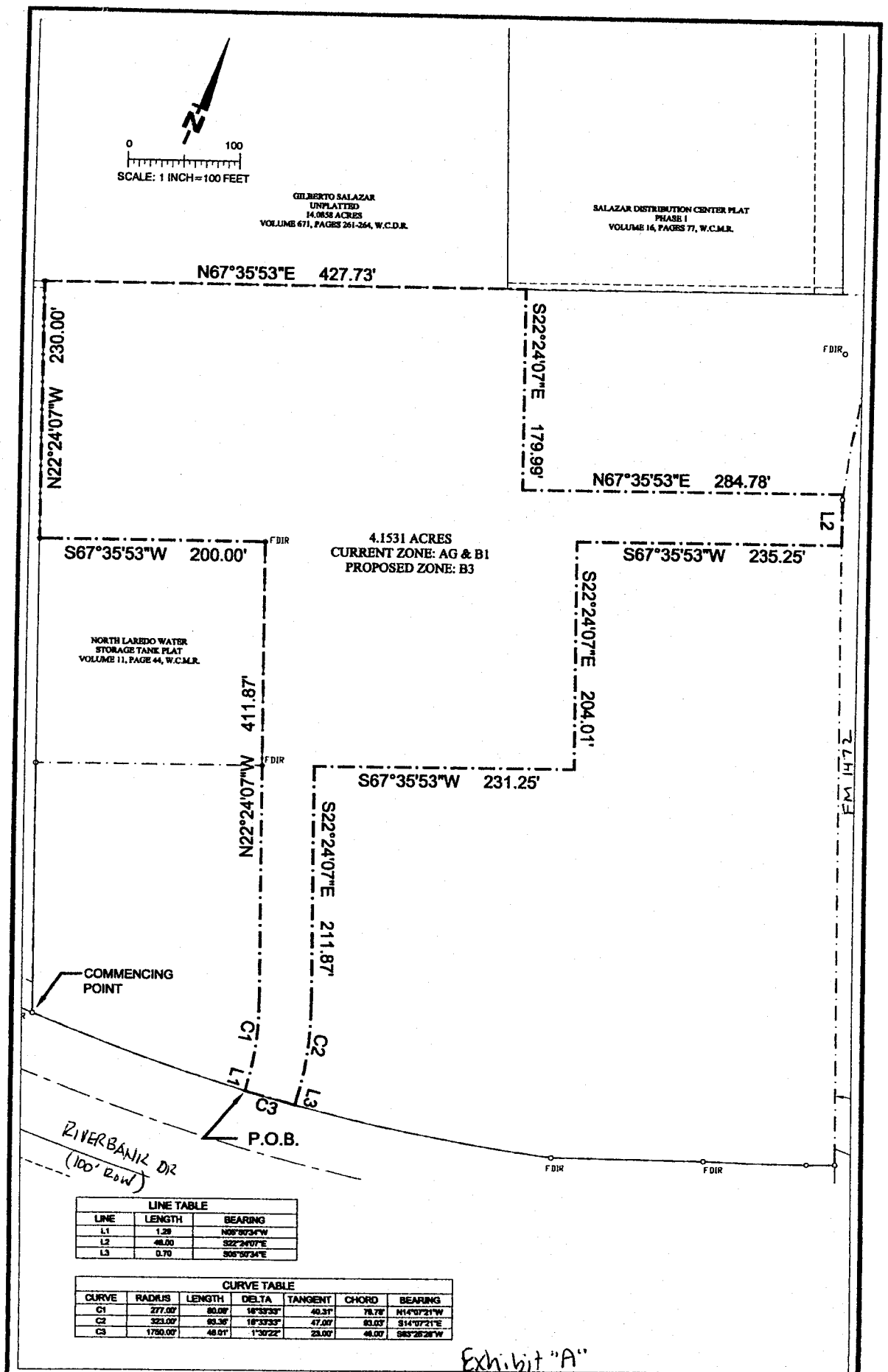
1 inch equals 375 feet



LINE TABLE		
LINE	LENGTH	BEARING
L1	1.29	N05°50'34"W
L2	48.00	S22°24'07"E
L3	0.70	S05°50'34"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	277.00'	80.08'	16°33'33"	40.31'	79.78'	N14°07'21"W
C2	323.00'	93.36'	16°33'33"	47.00'	93.03'	S14°07'21"E
C3	1750.00'	46.01'	1°30'22"	23.00'	46.00'	S83°26'28"W

Exhibit "A"

ROBERT MULLER MASTER.dwg	4.1531 ACRE TRACT	DATE: MAY 22, 2007	GILPIN ENGINEERING COMPANY
RATH-GILP-HALF-BLK.dwg	LAREDO, TEXAS	REVISION:	101 W. Hillside Road, Ste. 8
DRAWN BY: S.A.P.	REZONE EXHIBIT		Laredo, Texas 78041
CHECKED BY: S.A.P.			Ph. (956) 753-2210
SHEET NO.			Fax (956) 753-2213
1 OF 1			

STATE OF TEXAS *
COUNTY OF WEBB *
4.1531 ACRES

LEGAL DESCRIPTION OF A 4.1531 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS, A 98.22 ACRE TRACT, RECORDED IN VOLUME 1517, PAGES 775-778, DEED RECORDS OF WEBB COUNTY, TEXAS, AND A 4.0892 ACRE TRACT, RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod, situated on the northerly right-of-way line of Riverbank Drive as per Roadway Express, Inc. Subdivision, recorded in Volume 13, Page 82 Plat Records of Webb County, Texas, being the southeasterly corner of Lot 5, Block 10 of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas.

Thence, along a curve to the left, with a chord bearing N87°27'15"E, 200.04 feet, subtended by an arc having a radius of 1750.00 feet, a distance of 200.15 feet for the **POINT OF BEGINNING** of this 4.1531 acre tract and the **most southerly southeast corner** hereof;

Thence, N05°50'34"W, with the westerly line of herein described tract, a distance of 1.29 feet, for a point of tangency hereof;

Thence, along a curve to the left, with a chord bearing N14°07'21"W, 79.78 feet subtended by an arc having a radius of 277.00 feet, a distance of 80.06 feet, with the westerly line of herein described tract, for a point of tangency hereof;

Thence, N22°24'07"W, with the westerly line of herein described tract, a distance of 211.87 feet to a point being the southeasterly corner of North Laredo Water Storage Tank Plat, recorded in Volume 11, Page 44, Plat Records of Webb County, Texas, following the same bearing with the common division line of herein described tract and said North Laredo Water Storage Tank Plat, a total distance of 411.87 feet to the northeasterly corner of said North Laredo Water Storage Tank Plat, for an interior corner hereof;

Thence, S67°35'53"W, with the common division line of herein described tract and said North Laredo Water Storage Tank Plat, a distance of 200.00 feet to a point along the easterly line of said Lot 5 and being the northwesterly corner of said North Laredo Water Storage Tank Plat, for the **most westerly northwest corner** hereof;

Thence, N22°24'07"W, with the common division line of herein described tract and said Lot 5, a distance of 230.00 feet to a point along the southerly line of a 14.0858 acre tract recorded in Volume 671, Pages 261-264, Deed Records of Webb County, Texas, and being the northeasterly corner of said Lot 5, for the **northwesterly corner** hereof;

Thence, N67°35'53"E, with the common division line of herein described tract and said 14.0858 acre tract, a distance of 411.48 feet to the southwesterly corner of Salazar Distribution Center Plat, Phase 1 Recorded in Volume 16, Page 77 Plat Records of Webb County, Texas, following the same bearing, with the common division line of herein described tract and said Salazar Distribution Center Plat, a total distance of 427.73 feet, for the **most northerly northeast corner** hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 179.99 feet, for an interior corner hereof;

Thence, N67°35'53"E, with the northerly line of herein described tract, a distance of 284.78 feet, for the **most easterly northeast corner** hereof;

Exhibit "A"

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 5.00 feet to a point along the westerly right-of-way line of FM 1472, following the same bearing, with the common division line of herein described tract and the westerly right-of-way line of FM 1472, a total distance of 46.00 feet, for the **most easterly southeast corner** hereof;

Thence, S67°35'53"W, with the southerly line of herein described tract, a distance of 235.25 feet, for an interior corner hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 204.01 feet, for an exterior corner hereof;

Thence, S67°35'53"W, with the southerly line of herein described tract, a distance of 231.25 feet, for an interior corner hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 211.87 feet, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing S14°07'21"E, 93.03 feet, subtended by an arc having a radius of 323.00 feet, a distance of 93.35 feet, with the easterly line of herein described tract, for a point of tangency hereof;

Thence, S05°50'34"E, with the easterly line of herein described tract, a distance of 0.70 feet to a point along the northerly right-of-way line of Riverbank Drive, for the **most southerly southeast corner** hereof;

Thence, along a curve to the right, with a chord bearing S83°25'28"W, 46.00 feet, subtended by an arc having a radius of 1750.00 feet, a distance of 46.01 feet, with the common division line of herein described tract and the northerly right-of-way line of Riverbank Drive, for the **POINT OF ENDING** containing within these metes and bounds 4.1531 acres, more or less.

BASIS OF BEARINGS: GPS NAD83/NAVD88 Texas State Plane 4205 Coordinates, Grid

REFERENCE BEARING: Easterly boundary line of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas, described as N21°38'09"W and determined on the ground to be N22°24'07"W

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

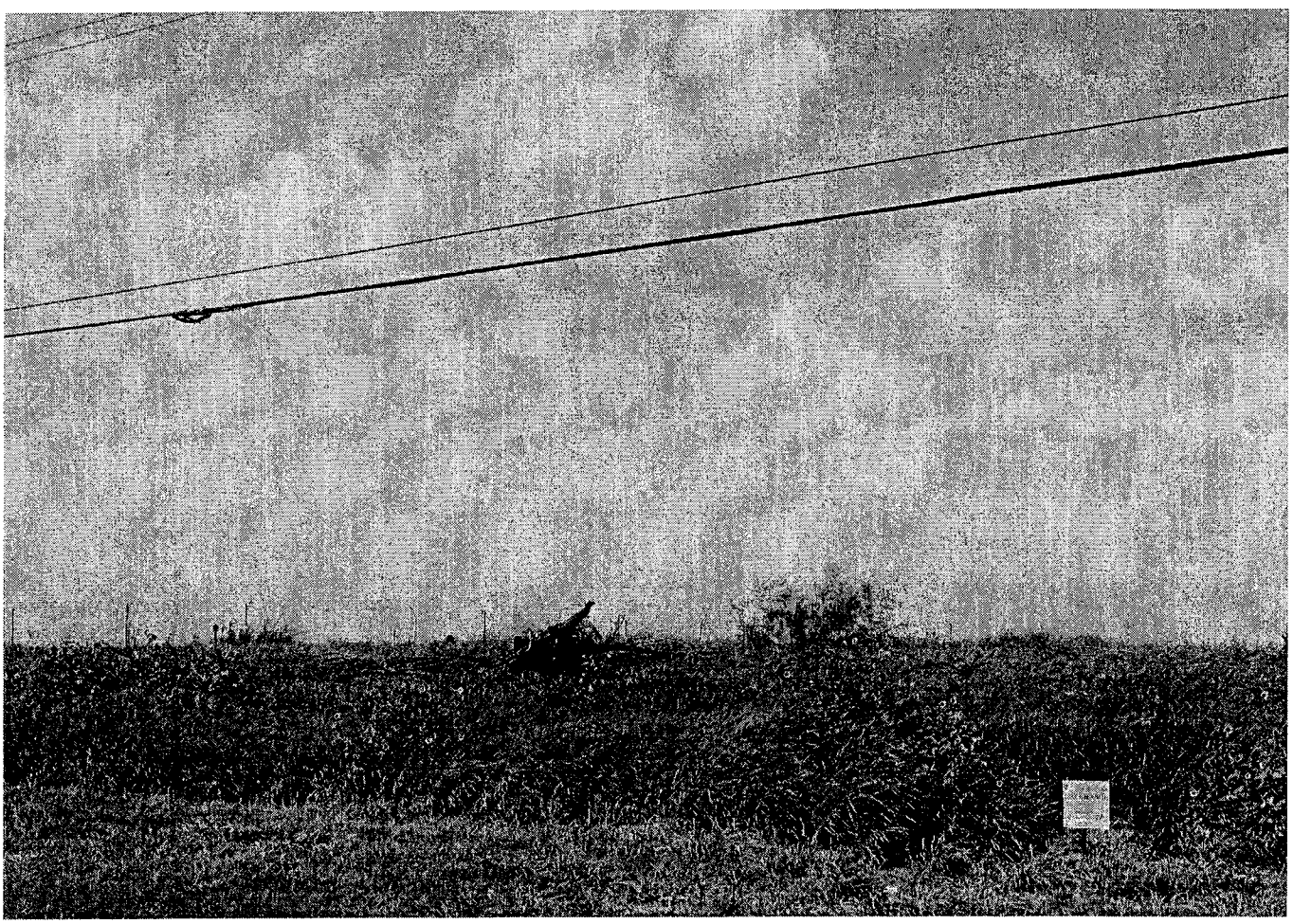
WITNESS MY HAND AND SEAL

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

6-28-07

Exhibit "A"

LA BOTA
RANCH



COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.78 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-50-2007
08/06/07	

Initiated by:	Staff source:
Robert Muller Ltd.	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII – Juan Chavez

Proposed use: Commercial

Site: Vacant and undeveloped

Surrounding land uses: To the north of the site is vacant land, Lone Star Transportation Inc. and CAT. To the south of the site are vacant land, Roadway Trucking and Chevron. To the west of the site are vacant land, North Laredo Storage Tank, and a commercial warehouse and office. To the east of the site are vacant land and Mextra Corporativo Logistica Integral.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 as an Expressway and Riverbank Drive.

Petition from property owners outside notification area: In Favor: 3
Letters sent to surrounding property owners: 2 In Favor: 1 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed change is consistent with the land use pattern along F.M. 1472 and Riverbank Drive. The proposed site meets the dimensional and location requirements for a B-4 district. The proposed change is compatible with the surrounding zoning pattern in the area.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

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?
No, the established land use pattern is commercial and industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-4 district across the street to the south and M-1 districts to the east, west and north.

Will change adversely influence living conditions in the neighborhood?
No, there are already many commercial and industrial uses in the area.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, a portion of the property only allows for agricultural uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 4.78 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF F.M. 1472 AND NORTH OF RIVERBANK DRIVE, FROM AG (AGRICULTURAL DISTRICT) AND B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 4.78 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 19, 2007, 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 August 6, 2007, 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 4.78 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from AG (Agricultural District) and B-1 (Limited Commercial 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

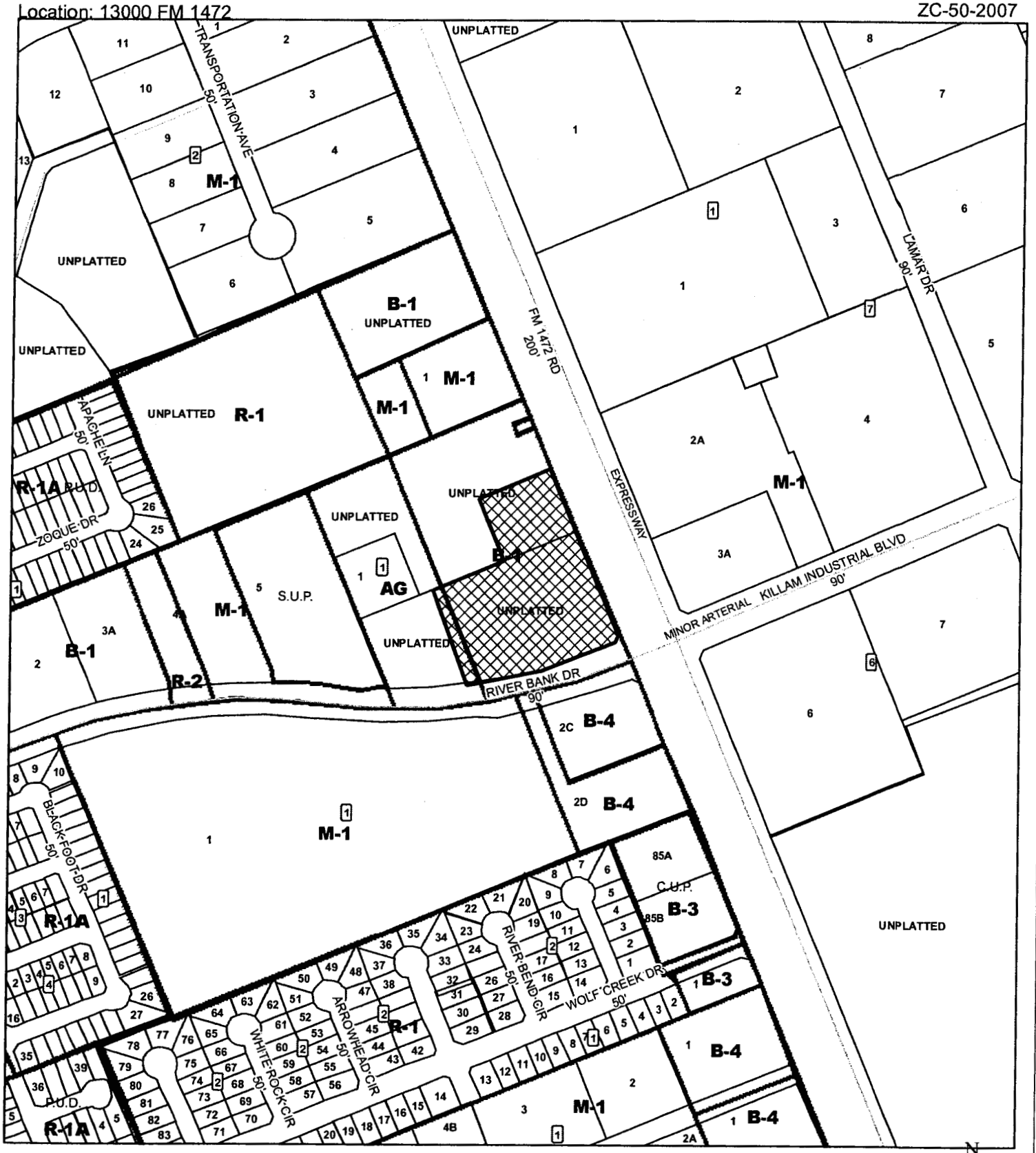
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from AG (Agricultural District)
& B-1 (Limited Commercial District)
to B-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

Location: 13000 FM 1472

ZC-50-2007



ZONE DISTRICTS

- Zone Districts
- Proposed Rezone

N
W E
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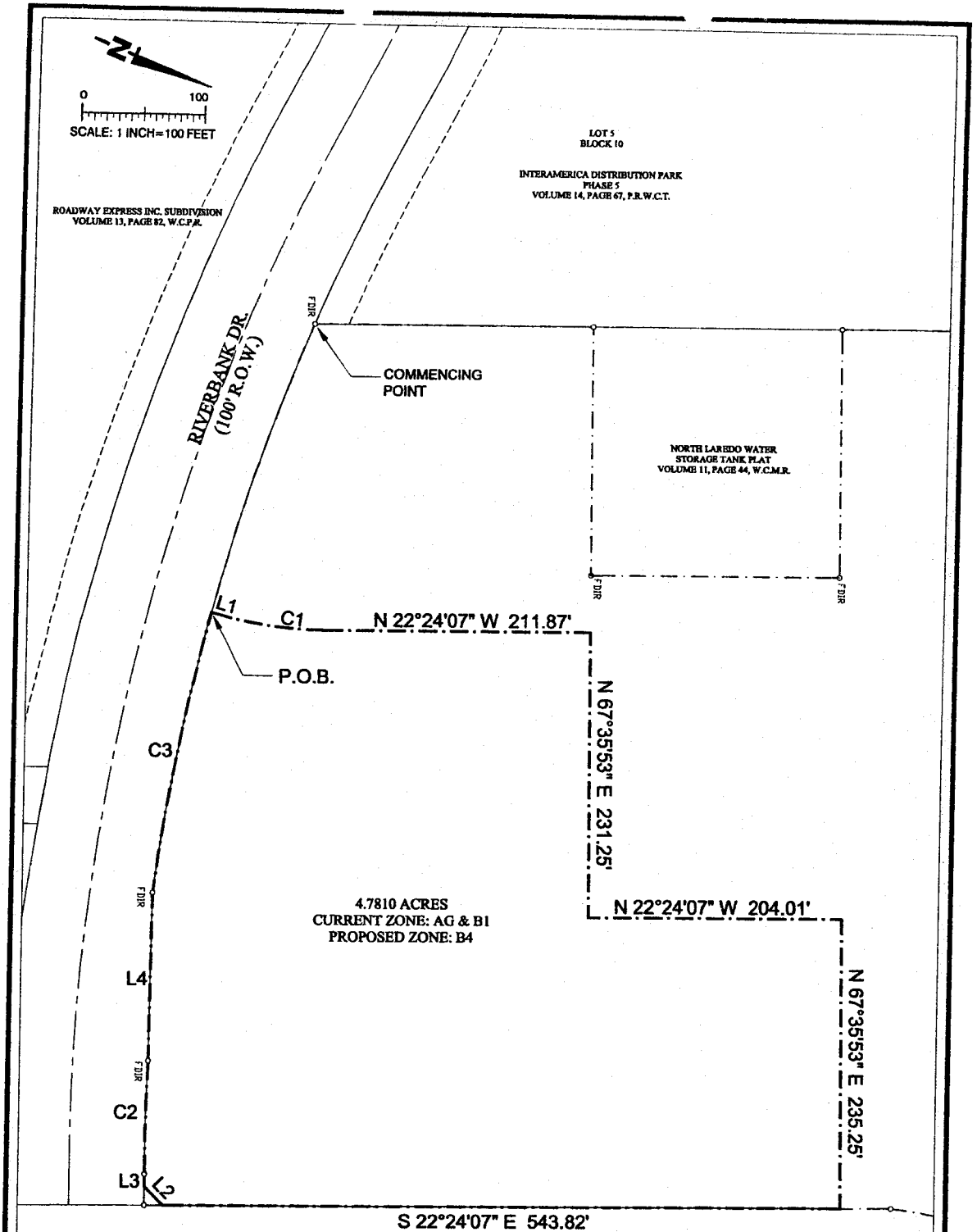
1 inch equals 400 feet



LINE TABLE		
LINE	LENGTH	BEARING
L1	0.70'	N05°50'34"W
L2	21.21'	S22°36'52"W
L3	10.00'	S67°35'52"W
L4	136.08'	S68°38'17"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	323.00'	93.35'	16°33'33"	47.00'	93.03'	N14°07'21"W
C2	1740.00'	91.63'	3°01'28"	45.93'	91.63'	S60°06'35"E
C3	1750.00'	231.93'	7°35'36"	116.13'	231.76'	S76°52'29"W

Exhibit "A"

ROBERT MULLER (MRTER.dwg)
RATH-GILP-HALF-BLK.dwg
DRAWN BY: S.A.P.
CHECKED BY: S.A.P.

SHEET NO.
1 OF 1

4.7810 ACRE TRACT

LAREDO, TEXAS

REZONE EXHIBIT

DATE: MAY 22, 2007
REVISION:

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041

Ph. (956) 753-2210
Fax (956) 753-2213

STATE OF TEXAS *
COUNTY OF WEBB *
4.7810 ACRES

LEGAL DESCRIPTION OF A 4.7810 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 0.4132 ACRE TRACT AND A 0.1489 ACRE TRACT, BOTH TRACTS RECORDED IN VOLUME 2367, PAGES 634-637, DEED RECORDS OF WEBB COUNTY, TEXAS, A 4.0892 ACRE TRACT RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS, A 191.3289 ACRE TRACT KNOWN AS TRACT 2, RECORDED IN VOLUME 647, PAGES 36-57, DEED RECORDS OF WEBB COUNTY, TEXAS, AND A 7.4187 ACRE TRACT, RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod, situated on the northerly right-of-way line of Riverbank Drive as per Roadway Express, Inc. Subdivision, recorded in Volume 13, Page 82 Plat Records of Webb County, Texas, being the southeasterly corner of Lot 5, Block 10 of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas.

Thence, along a curve to the left with a chord bearing N86°42'04"E, 245.95 feet, subtended by an arc having a radius of 1750.00 feet, a distance of 246.15 feet for the **POINT OF BEGINNING** of this 4.7810 acre tract and the **southwesterly corner** hereof;

Thence, N05°50'34"W, with the westerly line of herein described tract, a distance of 0.70 feet, for a point of curvature hereof;

Thence, along a curve to the left with a chord bearing N14°07'21"W, 93.03 feet, subtended by an arc having a radius of 323.00 feet, a distance of 93.35 feet, with the westerly line of herein described tract, for a point of tangency hereof;

Thence, N22°24'07"W, with the westerly line of herein described tract, a distance of 211.87 feet, for the **most westerly northwest corner** hereof;

Thence, N67°35'53"E, with the northerly line of herein described tract, a distance of 231.25 feet, for an interior corner hereof;

Thence, N22°24'07"W, with the westerly line of herein described tract, a distance of 204.01 feet, for the **most northerly northwest corner** hereof;

Thence, N67°35'53"E, with the northerly line of herein described tract, a distance of 235.25 feet to a point situated on the easterly right-of-way line of FM 1472, for the **most northerly northeast corner** hereof;

Thence, S22°24'07"E, with the common division line of the westerly right-of way line of FM 1472 and herein described tract, a distance of 543.82 feet, for the **most easterly southeast corner** hereof;

Thence, S22°35'52"W, with the southerly line of herein described tract, a distance of 21.21 feet to a point situated on the northerly right-of-way line of said Riverbank Drive, for the **most southerly southeast corner** hereof;

Thence, S67°35'52"W, with the common division line of the northerly right-of-way line of said Riverbank Drive and herein described tract, a distance of 10.00 feet, for a point of curvature hereof;

Thence, along a curve to the right with a chord bearing S69°06'35"W, 91.82 feet, subtended by an arc having a radius of 1,740.00 feet, a distance of 91.83 feet, with the common division line of the northerly right-of-way line of said Riverbank drive and herein described tract, for a point of tangency hereof;

Exhibit "A"

Thence, S68°38'17"W, with the common division line of the northerly right-of-way line of said Riverbank Drive and herein described tract, a distance of 136.06 feet, for a point of non tangent curve hereof;

Thence, along a curve to the right with a chord bearing S78°52'29"W, 231.76 feet, subtended by an arc having a radius of 1,750.00 feet, a distance of 231.93 feet, for said **POINT OF BEGINNING**, containing within these metes and bounds 4.7810 acres, more or less.

BASIS OF BEARINGS: GPS NAD83/NAVD88 Texas State Plane 4205 Coordinates, Grid

REFERENCE BEARING: Easterly boundary line of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas, described as N21°38'09"W and determined on the ground to be N22°24'07"W as shown.

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

STATE OF TEXAS REGISTERED ROBERT J. GILPIN 5944 PROFESSIONAL LAND SURVEYOR

6-28-07

Exhibit "A"

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.13 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District). The Planning & Zoning Commission recommended approval of the zone change. ZC-51-2007
08/06/07	

Initiated by:	Staff source:
Robert Muller Ltd.	Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: VII– Juan Chavez

Proposed use: Commercial

Site: Vacant and undeveloped

Surrounding land uses: To the north of the site is vacant land, CAT and Lone Star Transportation Inc. To the south of the site are vacant land and Chevron. To the west of the site are a communication tower, the North Laredo Water Storage Tank, and a commercial office and warehouse. To the east of the site are vacant land, Mextra Corporativo Logistica Integral and Mercury Forwarding Agency.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 as an Expressway and Riverbank Drive as a Minor Arterial.

Petition from property owners outside notification area: In Favor: 3
Letters sent to surrounding property owners: 2 In Favor: 1 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed change is consistent with the land use pattern along F. M. 1472. The proposed site meets the dimensional and location requirements for a B-4 district. The proposed change is compatible with the surrounding zoning pattern in the area.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **9** to **0** vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

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?
No, the established land use pattern is commercial and industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-4 district adjacent to the south and M-1 districts to the north and east.

Will change adversely influence living conditions in the neighborhood?
No, there are already many commercial and industrial uses in the area.

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 uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.13 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF F.M. 1472 AND NORTH OF RIVERBANK DRIVE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.13 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 19, 2007, 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 August 6, 2007, 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 1.13 acres, as further described by metes and bounds in attached Exhibit "A", located west of F.M. 1472 and north of Riverbank Drive, from B-1 (Limited Commercial 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 _____, 2007.

_____
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 B-4 (Highway Commercial District)

City of Laredo
Planning & Zoning

Location: 13000 FM 1472

ZC-51-2007

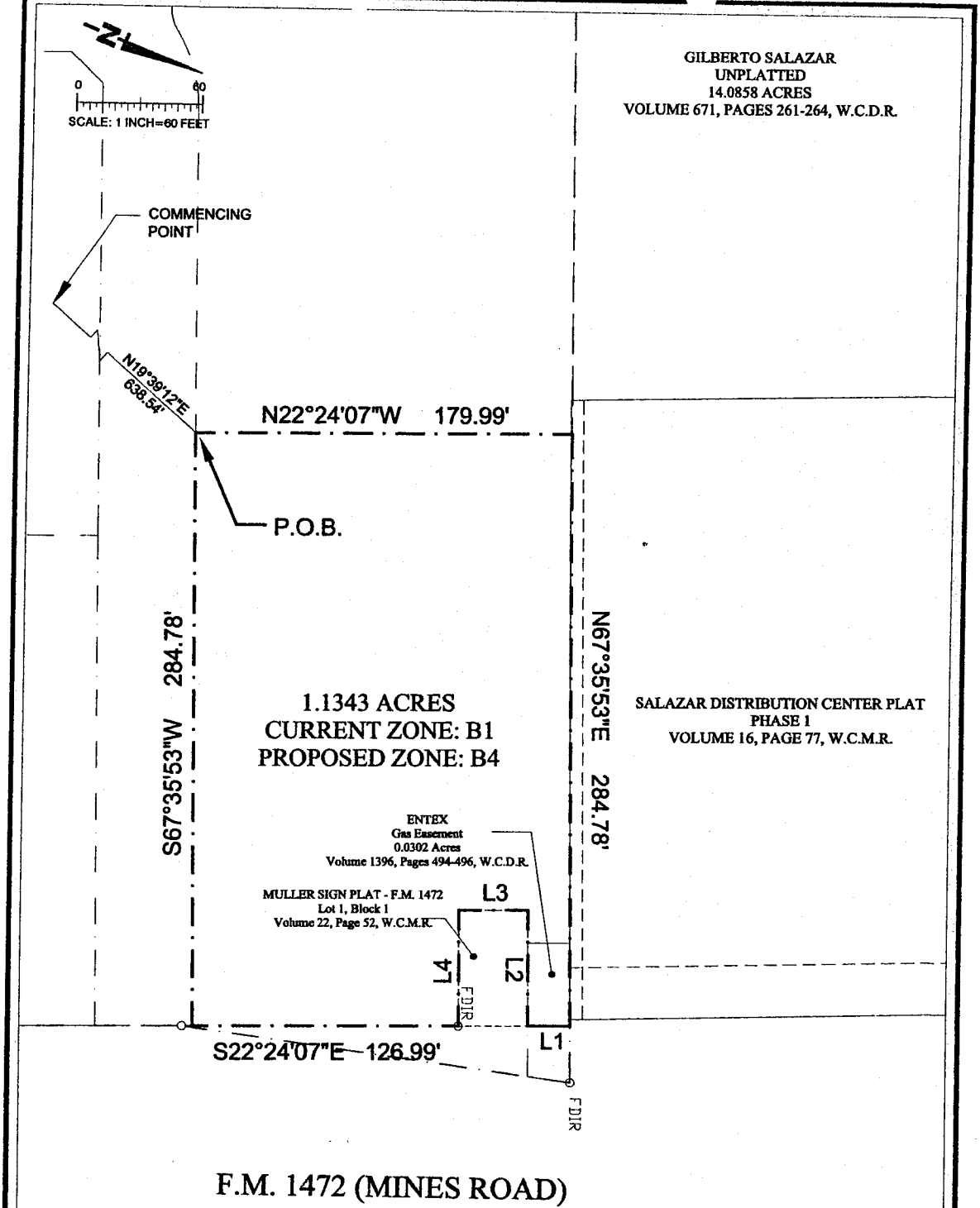
ZONE DISTRICTS

Zone Districts

Proposed Rezone

N
W
E
S

1 inch equals 302 feet



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	S22°24'07"E
L2	56.00	S67°35'53"W
L3	33.00	S22°24'07"E
L4	56.00	N67°35'53"E

Exhibit "A"

ROBERT MULLER MASTER.dwg
RATH-GILP-HALF-BLK.ctb
DRAWN BY: S.A.P.
CHECKED BY: S.A.P.
SHEET NO.
1 OF 1

1.1343 ACRE TRACT
LAREDO, TEXAS
REZONE EXHIBIT

DATE: MAY 22, 2007
REVISION: JUL 9, 2007

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Ph. (956) 753-2210
Fax (956) 753-2211

STATE OF TEXAS *
COUNTY OF WEBB *
1.1343 ACRES

LEGAL DESCRIPTION OF A 1.1343 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOLUME 1517, PAGES 39-43, DEED RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod, situated on the northerly right-of-way line of Riverbank Drive as per Roadway Express, Inc. Subdivision, recorded in Volume 13, Page 82 Plat Records of Webb County, Texas, being the southeasterly corner of Lot 5, Block 10 of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas.

Thence, N19°39'12"E, a distance of 638.54 feet for the **POINT OF BEGINNING** of this 1.1343 acre tract and the **southwesterly corner** hereof;

Thence, N22°24'07"W, with the westerly line of herein described tract, a distance of 179.99 feet to a point along the southerly line of Salazar Distribution Center Plat, Phase 1, recorded in Volume 16, Pages 77, Plat Records of Webb County, Texas, for the **northwesterly corner** hereof;

Thence, N67°35'53"E, with the common division line of herein described tract and said Salazar Distribution Center Plat, a distance of 284.78 feet, for the **northeasterly corner** hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 20.00 feet to a point being the northeasterly corner of Muller Sign Plat – FM 1472, Lot 1, Block 1recorded in Volume 22, Page 52, Plat Records of Webb County, Texas, for an exterior corner hereof;

Thence, S67°35'53"W, with the common division line of herein described tract and said Muller Sign Plat, a distance of 56.00 feet, for an interior corner hereof;

Thence, S22°24'07"E, with the common division line of herein described tract and said Muller Sign Plat, a distance of 33.00 feet, for an interior corner hereof;

Thence, N67°35'53"E, with the common division line of herein described tract and said Muller Sign Plat, a distance of 56.00 feet, for an exterior corner hereof;

Thence, S22°24'07"E, with the easterly line of herein described tract, a distance of 126.99 feet, for the **southeasterly corner** hereof;

Thence, S67°35'53"W, a distance of 284.78 feet, for said **POINT OF BEGINNING**, containing within these metes and bounds 1.1343 acres, more or less.

Exhibit "A"

BASIS OF BEARINGS: GPS NAD83/NAVD88 Texas State Plane 4205 Coordinates, Grid

REFERENCE BEARING: Easterly boundary line of Interamerica Distribution Park, Phase 5, recorded in Volume 14, Page 67, Plat Records of Webb County, Texas, described as N21°38'09"W and determined on the ground to be N22°24'07"W as shown.

STATE OF TEXAS
COUNTY OF WEBB

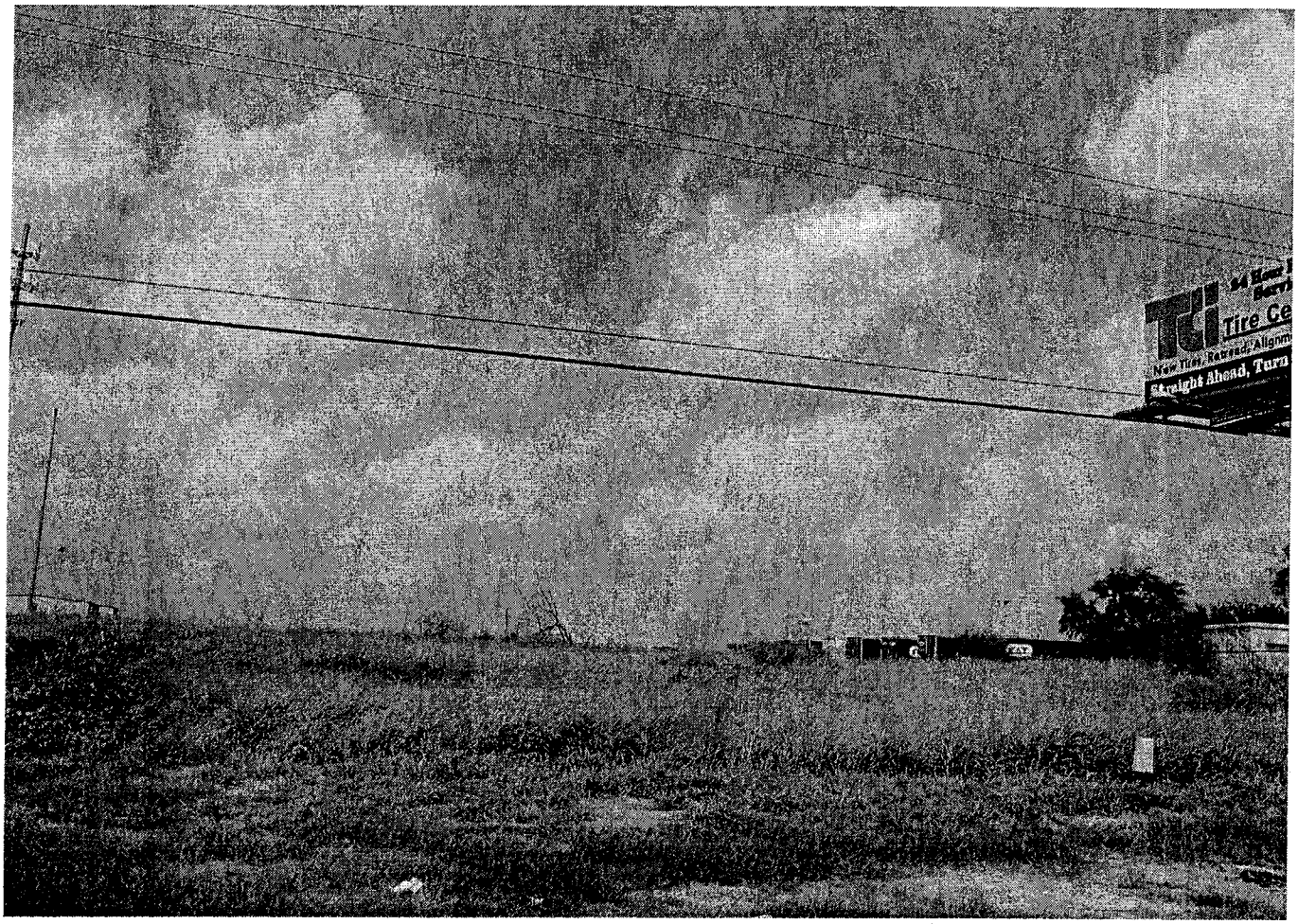
I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

7-11-07

Exhibit "A"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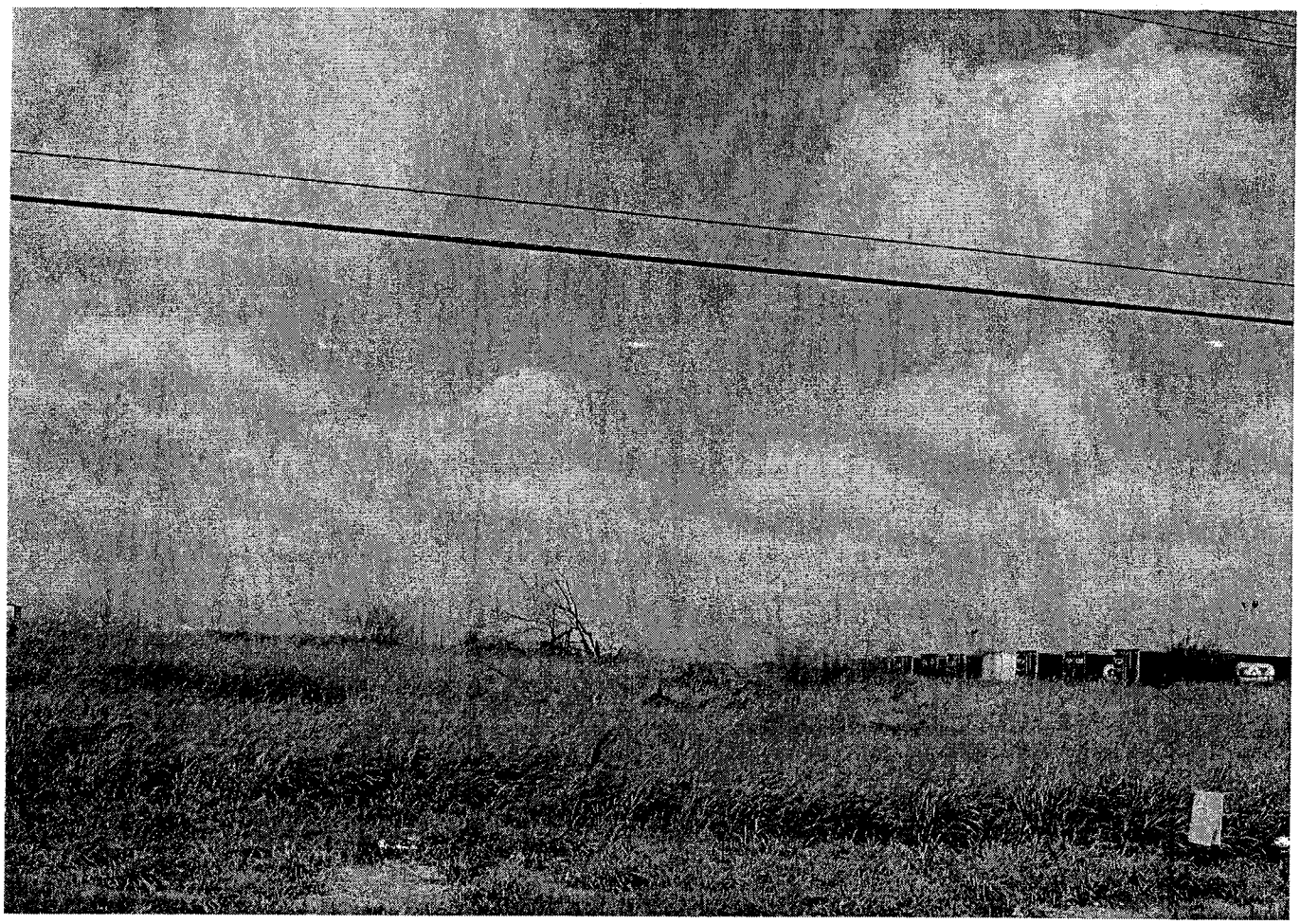


COUNCIL COMMUNICATION

Date: 08/06/07	**SUBJECT:** PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1625, Eastern Division, located at 2719 Ligarde Street, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District). The Planning & Zoning Commission recommended denial of the zone change. ZC-36b-2007

Initiated by: Benito Hurtado	**Staff source:** Keith Selman, Planning Director

Prior action: None.

BACKGROUND

Council District: II – Hector Garcia

Proposed use: Commercial

Site: The site is currently being uses for storage of commercial trucks and trailers.

Warnings/Citations: None

Surrounding land uses: The surrounding uses to the north include single-family residences, Palace Video, Affordable Furniture & Mattress and Maluga's Restaurant. To the east are single-family residences. To the west are single-family residences, apartments and Centro Familiar Cristiano. To the south are single-family residences, manufactured homes, apartments, Paroquia San Vicente De Paul and Santo Nino Elementary School.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

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

Letters sent to surrounding property owners: 34 In Favor: 0 Opposed: 6

STAFF COMMENTS

The proposed zone change is inappropriate at this location. The proposed change is not consistent with the Comprehensive Plan's Low Density Residential designation and it is not compatible with the surrounding residential uses. The trend of zone changes in this area has moved away from commercial and towards residential uses. Ligarde Street has served as a boundary line between commercial and residential zoning districts. Uses allowable in a B-1 district would introduce higher intensity activities that may negatively affect the surrounding residential neighborhood.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **6** to **0** vote, recommended **denial** of the zone change.	Staff **does not support** the proposed zone change.

IMPACT ANALYSIS

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 predominant land use pattern is residential in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the surrounding districts are primarily residential with some commercial to the north along Loop 20.

Will change adversely influence living conditions in the neighborhood?
Yes, the more intensive uses that are allowed in a B-1 zone may negatively impact the neighborhood.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes, the existing zoning district allows for only residential-type uses.

ORDINANCE NO. 2007-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5 AND 6, BLOCK 1625, EASTERN DIVISION, LOCATED AT 2719 LIGARDE STREET, FROM R-3 (MIXED 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 5 and 6, Block 1625, Eastern Division, located at 2719 Ligarde Street, from R-3 (Mixed 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 July 5, 2007, 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 August 6, 2007, 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 1625, Eastern Division, located at 2719 Ligarde Street, from R-3 (Mixed 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

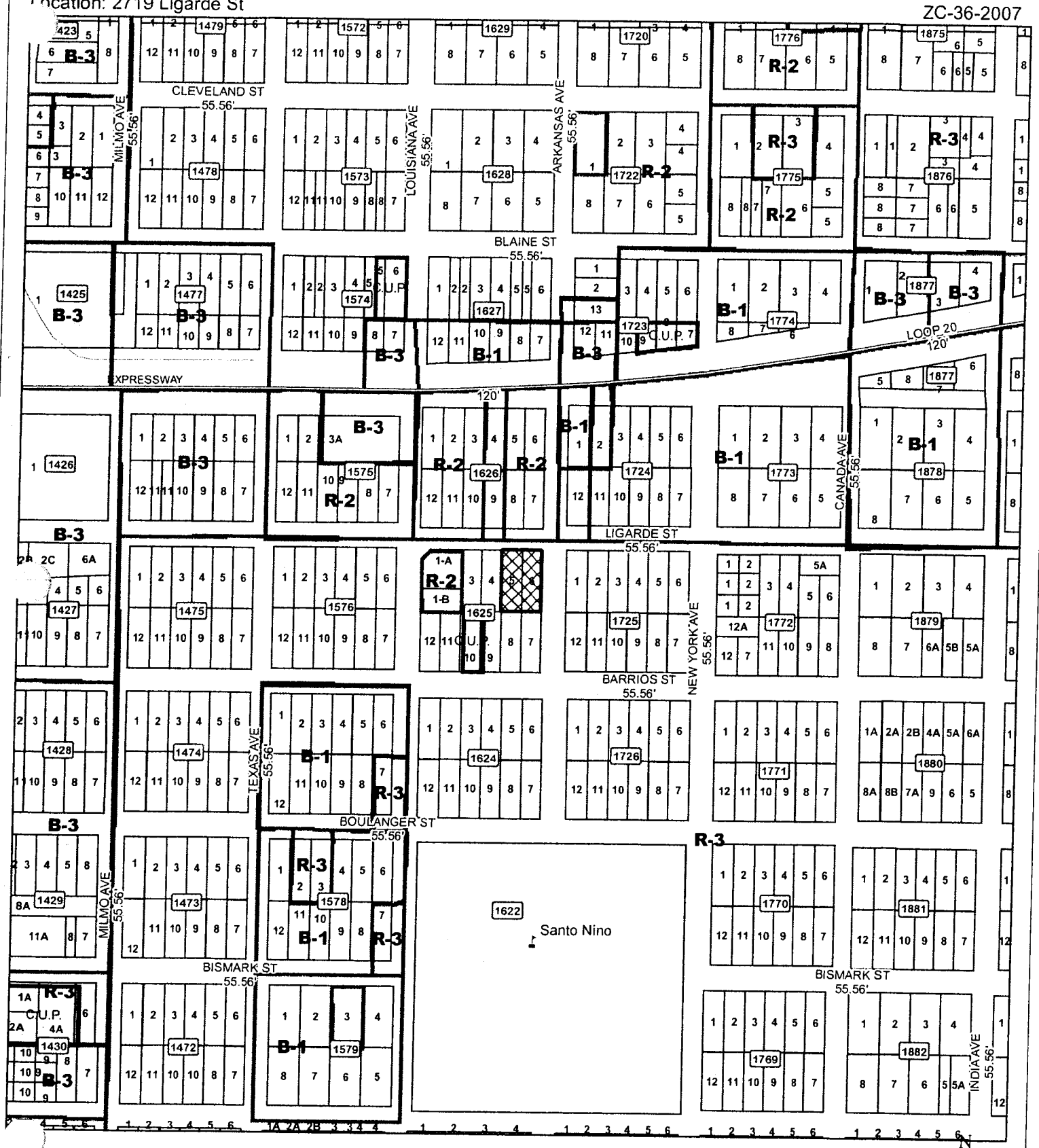
_____
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

Rezone from R-3 (Mixed Residential District) to B-1 (Limited Commercial District)

City of Laredo
Planning & Zoning

Location: 2719 Ligarde St

ZC-36-2007



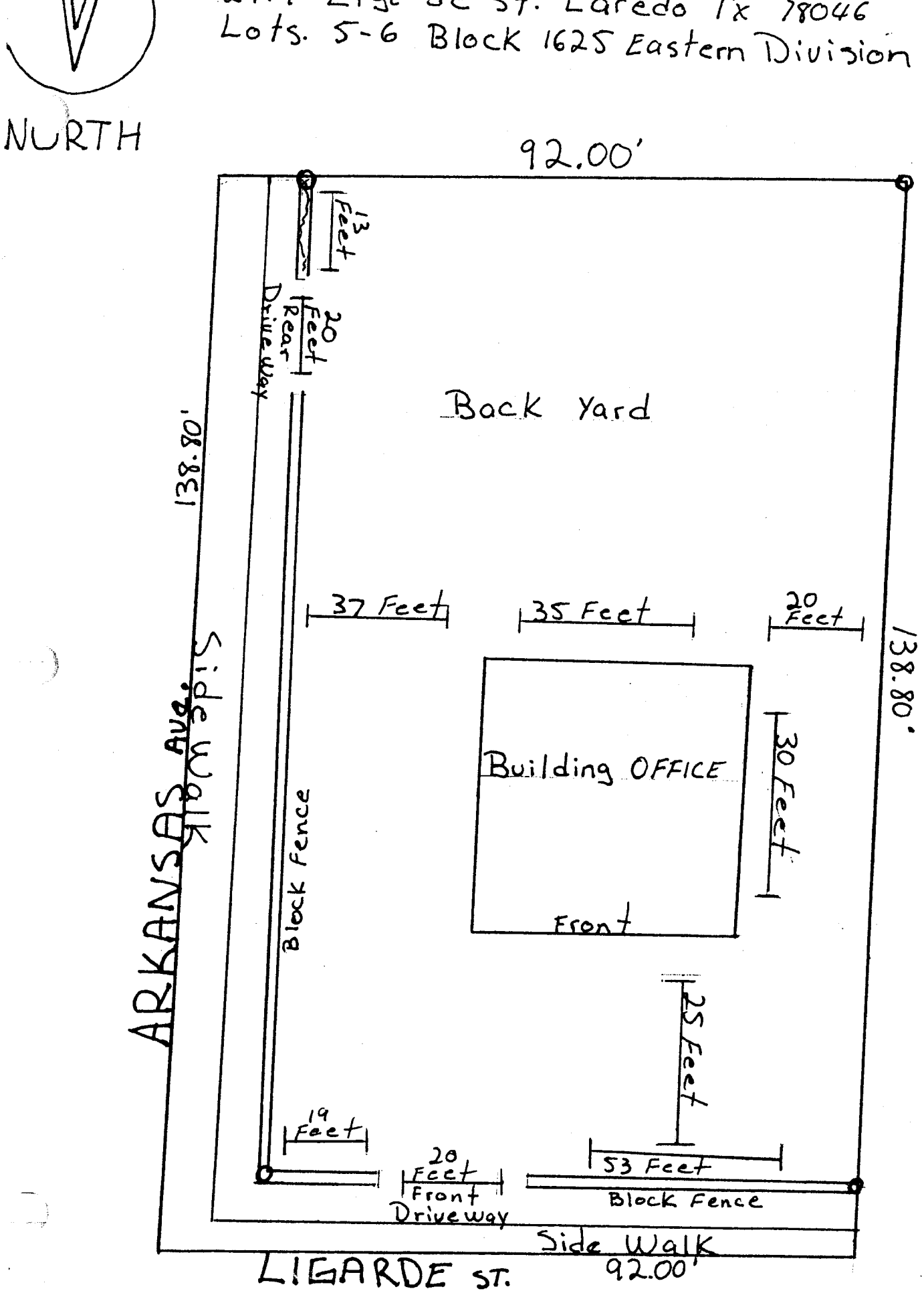
ZONE DISTRICTS

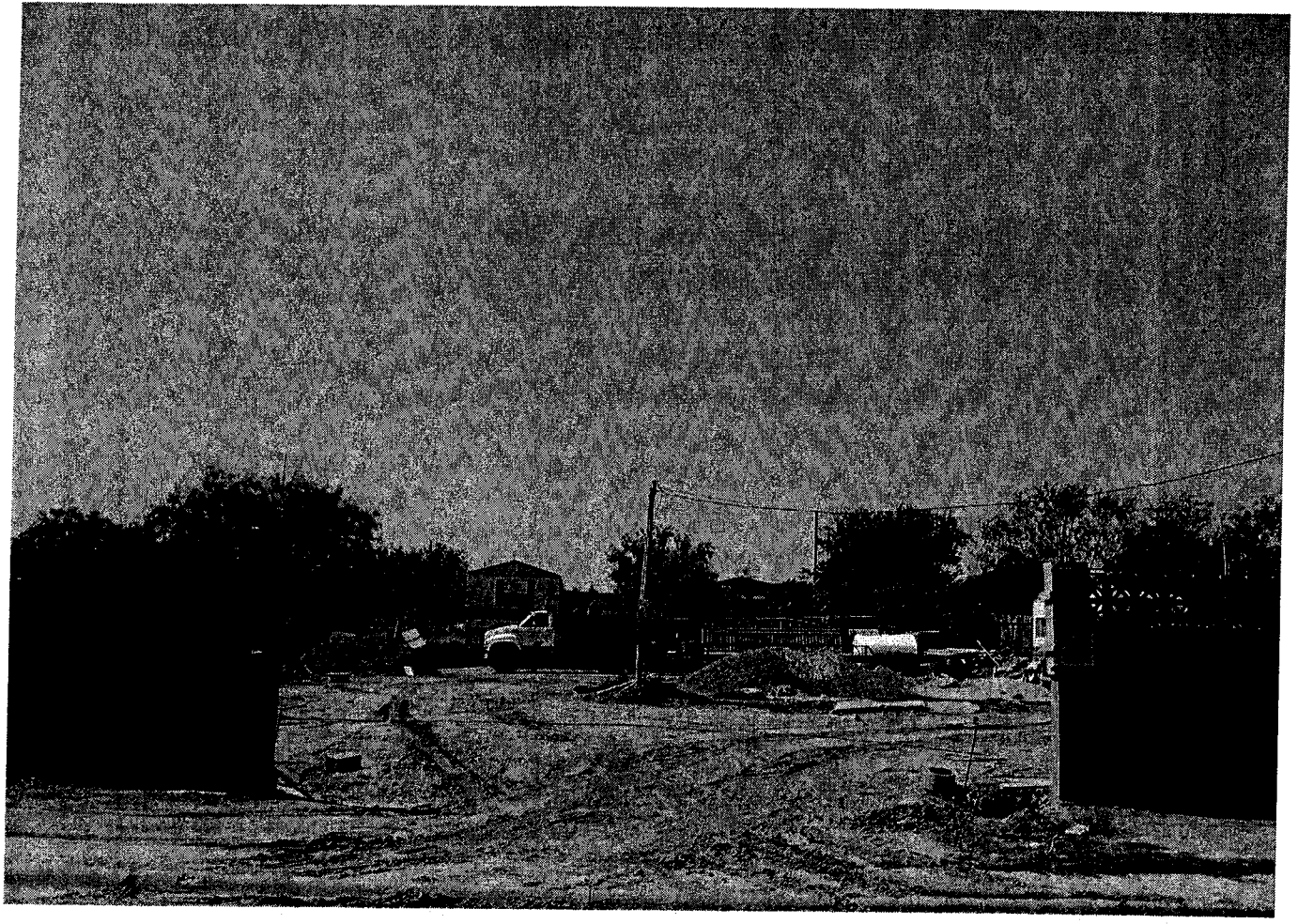
- Zone Districts
- PROPOSED REZONE

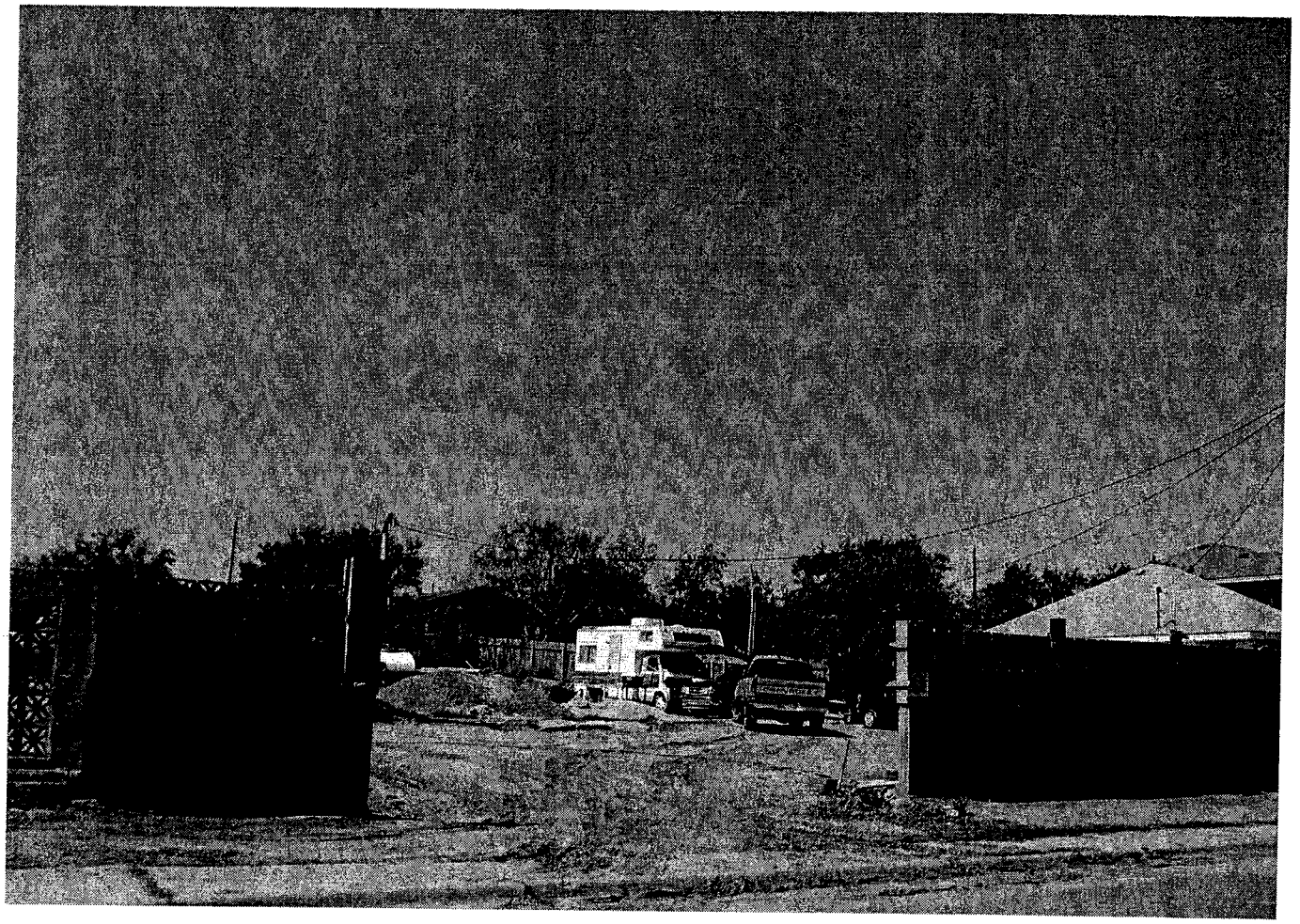
N
W E
S

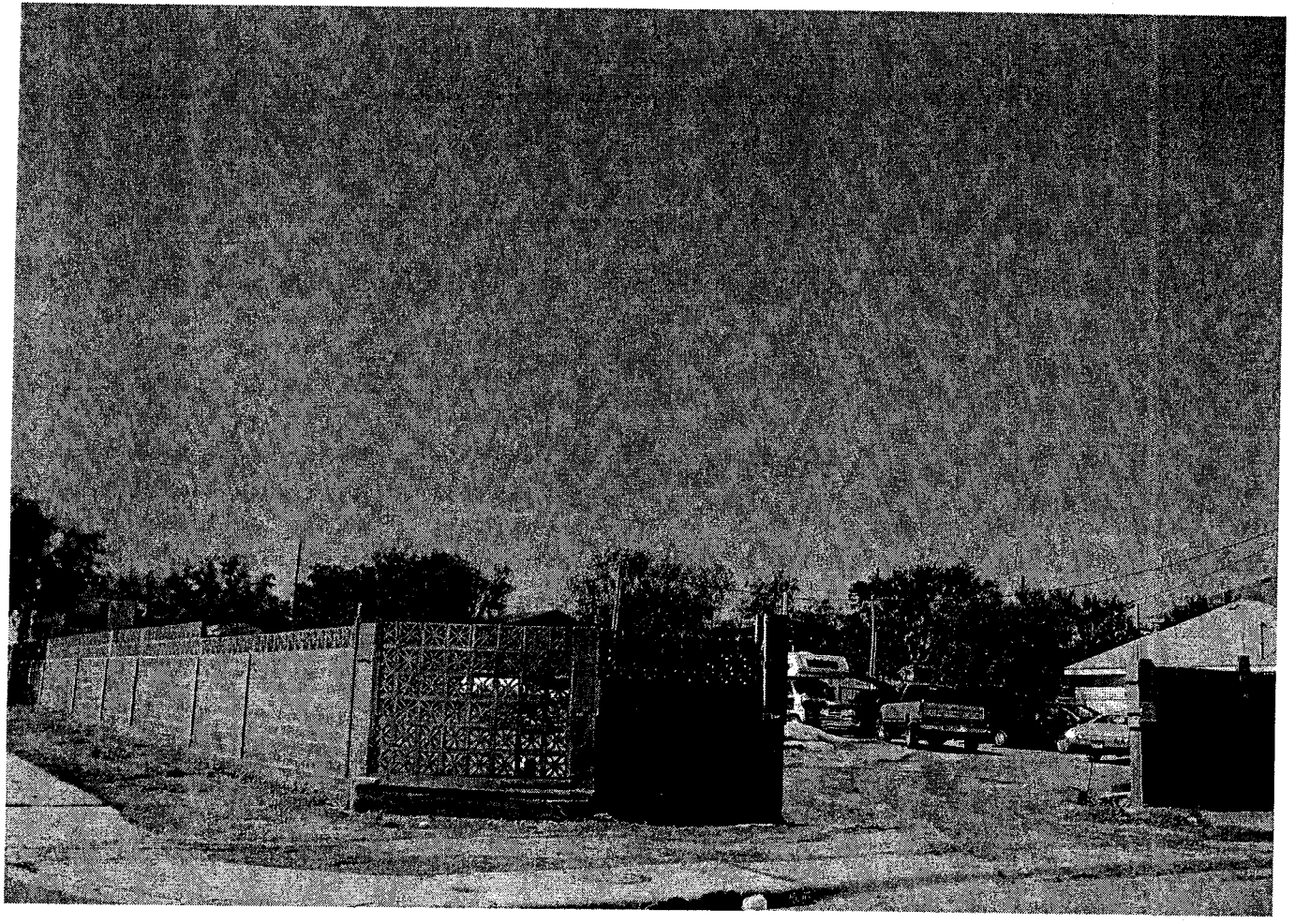
1 inch equals 300 feet

Lots. 5-6 Block 1625 Eastern Division









COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introduction of an Ordinance
08/06/2007	**Authorizing the City Manager to accept additional Grant Funds from the South Texas Development Council (STDC) in the amount of $8,322.00 with matching funds of $541.00 and to amend the Solid Waste Fund to appropriate said additional funds awarded from STDC in the amount of $8,322.00 with $ 541.00 matching funds. Funds will be used to buy a billboard at a cost of $8,863.00 that will be set up in south Laredo to further educate the public on recycling.**

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Assistant City Manager	Oscar J. Medina, Director Solid Waste Services Department

PREVIOUS COUNCIL ACTION:
On February 5, 2007, City Council approved Resolution 2007-R-006 authorizing the City Manager to submit a grant application and, if awarded, to accept the grant funds from the South Texas Development Council (STDC)

BACKGROUND:
The Solid Waste Services Department has an existing grant, and this is additional funding on the existing grant.

FINANCIAL IMPACT:

	Amended Budget	Proposed Amended Budget	Proposed Budget Amendment
REVENUES:			
STDC-Regional SW Mgt.	$ 37,737	$ 8,322	$ 46,059
EXPENDITURES:			
Grant Program	$ 37,737	$ 8,863	$46,600

Note: A budget transfer will be processed to cover the local match portion in the amount of $541.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Recommends that the City Council pass and approve this ordinance.

Ordinance #

AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE SOUTH TEXAS DEVELOPMENT COUNCIL (STDC) IN THE AMOUNT OF $8,322.00 WITH MATHCHING FUNDS OF $541.00 AND TO AMEND THE SOLID WASTE FUND TO APPROPRIATE SAID ADDITIONAL FUNDS AWARDED FROM STDC IN THE AMOUNT OF $8,322.00 WITH $ 541.00 MATCHING FUNDS. FUNDS WILL BE USED TO PURCHASE A BILLBOARD AT A COST OF $8,863.00 THAT WILL BE SET UP IN SOUTH LAREDO TO FURTHER EDUCATE THE PUBLIC ON RECYCLING.

WHEREAS, the Solid Waste Services Department plans to set up a billboard in South Laredo to further educate the public on recycling; and

WHEREAS, this billboard will be placed at this location for six months; and

WHEREAS, this will promote recycling and with it reduce the use of landfill space; and

WHEREAS, the South Texas Development Council (STDC) has awarded the Solid Waste Department the with this grant; and

WHEREAS, the City of Laredo's Solid Waste Services Department is proposing to accept the grant funds for the billboard; and

WHEREAS, if the City of Laredo accepts the additional funding to the existing grant, the city will only be required to pay minimal amount of $ 541.00 dollars.

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

Section 1. It hereby authorizes the City Manager to accept the Grant Funds from the South Texas Development Council (STDC) in the amount of 8,322.00.

Section 2. It hereby authorizes the City Manager to amend the Solid Waste Fund to appropriate said grant from the South Texas Development Council (STDC) in the amount of $8,322.00 with $541.00 matching funds.

Section 3. The City of Laredo hereby agrees that the $8,322.00 received will only be used for the purpose of purchasing a billboard that will set up in south to educate and promote the public on recycling. The City will comply with the provisions of the financial assistance program and the fiscal reimbursement and reporting requirements of the South Texas Development Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF AUGUST 2008.

_____
Raul Salinas
Mayor

Attest:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Anthony McGettrick
Acting City Attorney

By: _____
V. Melissa Saldaña
Assistant City Attorney

COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTORY ORDINANCE
08-06-07	Authorizing the City Manager to execute a Lease Agreement with Cricket Communications, Inc. for 8711 McPherson, for use of antennae facilities, an equipment building and related facilities. Term of the lease is five (5) years, with four (4) successive renewal terms of five (5) years. Annual base rent shall be $16,000.00, with a five percent (5%) increase on each anniversary of the commencement date; and providing for effective date.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Heberto L. Ramirez ITSS Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:

The Lease Agreement is for space at the McPherson Elevated Water Storage Tank located at 8711 McPherson, Laredo, Webb County, Texas, more fully described in Exhibit "A" of Lease Agreement, for the installation and operation of certain antennae facilities (the "Antennae Facilities"), more fully described in Exhibit "C" of the lease agreement, for use in connection with its communications business and an equipment building and related facilities associated with the Antennae Facilities (the 'Equipment Building"), as shown on Exhibit "B."

Staff has proposed the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water tanks and other structures.

The city currently has a total of 37 leases with American Tower, AT&T, Nextel Partners, T-Mobile and Verizon.

FINANCIAL IMPACT:

The city will receive an annual rent of $16,000.00 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund- Telecommunications Rentals line item #101-0000-361-2006.

RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends approval.

ORDINANCE 2007-O-___

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CRICKET COMMUNICATIONS, INC. FOR 8711 MCPHERSON, FOR USE OF ANTENNAE FACILITIES, AN EQUIPMENT BUILDING AND RELATED FACILITIES. TERM OF THE LEASE IS FIVE (5) YEARS, WITH FOUR (4) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS. ANNUAL BASE RENT SHALL BE $16,000.00, WITH A FIVE PERCENT (5%) INCREASE ON EACH ANNIVERSARY OF THE COMMENCEMENT DATE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Information Technology & Support Services Department finds that said lease and contract are in the best interest of the City of Laredo; and

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

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

Section 1. The City Manager be and is hereby authorized to execute a ground lease agreement with Cricket Communications, Inc., a Delaware corporation, for space at the McPherson Elevated Water Storage Tank located at 8711 McPherson, Laredo, Webb County, Texas and being more fully described in Exhibit "A" of Lease Agreement, for the installation and operation of certain antennae facilities (the "Antennae Facilities"), more fully described in Exhibit "C" of the lease agreement, for use in connection with its communications business and an equipment building and related facilities associated with the Antennae Facilities (the 'Equipment Building"), as shown on Exhibit "B," 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 AUGUST 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

ANTHONY McGETTRICK
ACTING CITY ATTORNEY

_____
BY: V. MELISSA SALDAÑA
ASSISTANT CITY ATTORNEY

LEASE AGREEMENT

THIS Lease Agreement ("Agreement") entered into as of this _____ day of _____, 2007, (the "Effective Date") by and between The City of Laredo, a municipal corporation, ("LESSOR") and Cricket Communications, Inc., a Delaware corporation ("LESSEE").

BACKGROUND

A. Lessor is the owner in fee simple of a parcel of land that includes the McPherson Elevated Water Storage Tank ("Water Tower" or "Tower"), located at 8711 McPherson Rd ., and being in the city limits of Laredo, Webb County, Texas and described on the attached Exhibit A ("Owned Premises").

B. Lessee desires to lease space on the top surface of the Water Tower described below for the installation and operation of certain antennae facilities (the "Antennae Facilities") for use in connection with its communications business and an equipment building and related facilities associated with the Antennae Facilities (the "Equipment Building"), as shown on Exhibit "B."

C. Accordingly, the parties are entering into this Agreement on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. Licensed Premises. Lessor leases to Lessee and Lessee leases from Lessor a portion of the Owned Premises, consisting of (a) space on the top surface of the Water Tower (the "Tower Top"), (b) the location of the Equipment Building, (c) a non-exclusive easement for ingress, egress and utilities over the property and (d) the other rights specified in Paragraph 9 hereof, all as shown on the Site Plan attached as Exhibit B, all referred to as the "Premises". Lessee shall locate its Antennae Facilities as described more fully on the attached Exhibit C. Lessee may not add additional equipment and/or antennae except in accordance with Paragraph 4 hereof.

This Agreement is not a franchise pursuant to Tex. Transp. Code Ann 311.071 (West 1996) nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Lessor.

2. Term and Renewals. The original term of this Agreement shall be five (5) years, commencing on August 21, 2007 (the "Commencement Date"), and ending August 20, 2012. Provided Lessee is not then in default under this Agreement, this Agreement shall automatically be extended for four (4) additional five (5) year terms ("Renewal Terms") unless the Lessee terminates it at the end of the then current term by giving the Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Any renewal shall be on

the same terms and conditions as are set forth in this Agreement. Notwithstanding the foregoing, if Lessee fails to commence installation of its Antennae Facilities within sixty (60) days following the Effective Date, then Lessee has the option to immediately terminate or continue with this Agreement by providing Lessor with written notice of its intention within five (5) days following such date.

3. Rent

A. Lessee shall pay Lessor as annual rent for the use of the Premises each year during the term of this Agreement the sum of Sixteen Thousand Dollars and 00/100 ($16,000.00) as Base Rent. Lessee shall pay Base Rent for the first year within thirty (30) days following the Commencement Date, and Lessee shall pay Lessor the Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.

B. Any amounts not paid when due shall bear interest until paid at the rate of twelve percent (12%) per annum.

C. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to five percent (5%) over the immediately preceding year's Base Rent.

D. If this Agreement is terminated by the Lessor at a time other than on the last day of the term year, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than non-payment of Rent; all prepaid Rents shall be refunded to the Lessee. If this Agreement is terminated by the Lessee at any time other than on the last day of the original term or a Renewal Term and without just cause (such as described in Section 24 below), the Lessee shall forfeit any rent paid for the year in which the Agreement is terminated, and in the event this Agreement is terminated without cause, Lessee shall pay Lessor twenty percent (20%) of any rent that would be due to the Lessor for the remainder of the Original or any Renewal Term.

E. Base Rent and all other consideration to be paid or provided by Lessee to Lessor shall be paid or provided without offset.

4. Use of Premises. Lessee shall use the Premises for the installation, operation, and maintenance of its Antennae Facilities, for the transmission, reception and operation of a communications system, the installation, operation, and maintenance of the Equipment Building to contain related equipment, the installation and maintenance of drives and utilities and uses incidental thereto and for no other uses. Lessor may, pursuant to Paragraph 13 hereof, permit others to use other portions of the Tower Top. Lessee may expand its use to include additional antennae, but only with Lessor's consent which will not be unreasonably withheld, conditioned or delayed and only after Lessor has obtained, at Lessee's expense, a certified evaluation indicating that each additional antennae or proposed antennae, and the Tower Top can structurally support the additional antennae. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Equipment

Building at the discretion of Lessee (not including the access easement). Tenant shall not create a public nuisance by allowing weeds to grow upon the Premises, or trash or rubbish to accumulate upon such Premises to such an extent as is reasonably calculated to create a fire hazard or calculated to become injurious to the health of the citizens of the City of Laredo or to allow any other nuisance defined by federal, state or local law. Tenant shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Equipment Building.

5. Construction Standard. The Antennae Facilities and Equipment Building shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens.

6. Installation of Equipment.

A. Lessee shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities and Equipment Building, as described on the plans and specifications attached hereto as Exhibit D.

B. Lessee's installation of all such Antennae Facilities and Equipment Building shall be done according to plans approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Water Tower and/or Tower Top during installation and/or during operations shall be repaired or replaced immediately at Lessee's expense and to Lessor's sole satisfaction. In connection with the installation and operation of the Antennae Facilities, Lessee shall not make penetrations of the Tower Top without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall pay all costs and expenses in relation and operation of the Antennae Facilities.

C. Upon Lessor's written request, but no sooner than thirty (30) days after the Commencement Date, Lessee shall provide Lessor with as-built drawings of the Antennae Facilities, Equipment Building and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit D. Said drawings shall be accompanied by a complete and detailed inventory of the Equipment Building, all equipment, personal property, and Antennae Facilities.

7. Equipment Upgrade. Lessee may update or replace the Antennae Facilities and Equipment Building from time to time with the prior written approval of Lessor, provided that

the replacement facilities are not greater in number or size than the existing facilities and that any change in their location is approved in writing by Lessor, which approvals shall not be unreasonably withheld, conditioned or delayed. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Lessor's evaluation approval.

8. Maintenance.

A. Lessee shall, at its own expense, maintain the Premises and any of its equipment or improvements on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Lessor so as not to conflict with the pre-existing use of or other pre-existing leasing of the Tower Top by Lessor.

B. Lessee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Equipment Building, Antennae Facilities, and improvements, and shall keep the same in good repair and condition during the term of this Agreement.

C. Lessee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference to pre-existing users.

D. In the event the Lessor or any other Lessee undertakes painting, construction or other alterations on the Tower Top, Lessee shall, following written notice thereof, take reasonable measures to cover Lessee's equipment, personal property or Antennae Facilities and protect such paint and debris fallout which may occur during the painting, construction or alteration process at the cost of the party undertaking such action, provided that, Lessor shall, or shall require such party performing such actions, to reimburse Lessee for any loss or damage to Lessee's equipment and personal property associated with such actions due to Lessor's or such party's negligence or misconduct.

E. Lessor covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Lessor fails to make such repairs including maintenance the Lessee may make the repairs and the costs thereof shall be payable to the Lessee by the Lessor on demand. If the Lessor does not make payment to the Lessee within ten (10) days after such demand, the Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Lessee to the Lessor.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space

9. Premises Access.

Upon 24 hour notice in writing to Lessor, Lessee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Lessor's normal business hours. Should Lessee require emergency access, said access shall be obtained by calling the City of Laredo's Utilities Department Emergency Telephone line (956-721-2000). For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Lessee or persons under their direct supervision. All access to the Premises by Lessee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Lessor shall inform Lessee in writing. In the event Lessee requires access to the Premises outside of Lessor's normal business hours, Lessee will be responsible for any reasonable costs incurred by Lessor in providing such escorted access to the Premises.

10. Utilities. Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises by Lessee and shall timely pay all costs associated therewith.

11. License Fees. Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises.

12. Governmental Approvals. This Agreement is contingent upon Lessee's obtaining all necessary governmental approvals, permits or licenses that Lessee may deem necessary. This contingency shall be deemed waived sixty (60) days after the Execution Date unless Lessee or Lessor provides other party written notice within that time period that it is terminating the Agreement in light of its inability to obtain necessary approvals, in which case Lessee shall have no liability for Base Rent or termination penalties beyond the date of termination. Lessor will cooperate with Lessee, at Lessee's expense, in obtaining all such governmental approvals, permits or licenses.

13. Interference. Lessee's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with Lessor's operations or related repair materially and maintenance activities or with such activities of other Lessees of the Water Tower to the extent their facilities are in place as of the date of this Agreement. Lessee agrees to cease all such actions immediately upon actual notice of such interference, provided however, in such case, Lessee shall have the right to terminate the Agreement, without further rent obligation beyond the date of termination.

Before approving the placement of any additional antennae pursuant to Paragraph 4, Lessor may obtain if reasonably necessary, at Lessee's reasonable expense, an interference study

indicating whether Lessee's intended use will interfere with any existing communications facilities on the Tower Top and an engineering study indicating whether the Tower Top is able to structurally support the facilities.

In the event any third party desires to place any type of antennae or transmission facility on the Tower Top, Lessor shall submit a proposal complete with all technical specifications reasonably requested by Lessee to Lessee for review for noninterference. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Lessee shall have thirty (30) days following receipt of said proposal to make any reasonable objections thereto, and failure to make any objection due to interference during such thirty (30) day period shall be deemed a waiver of Lessee's right to object. If Lessee objects timely, then Lessor shall not proceed with such proposal unless Lessor modifies the proposal in a manner reasonably determined by Lessee to adequately reduce the interference. In that case, Lessor may proceed with the proposal.

In the event Lessor or Lessee fails to comply with the terms of this paragraph, in addition to all other rights available at law and/or in equity, the non-breaching party may terminate this Agreement upon notice to the breaching party.

14. <u>Default and Lessor's Remedies</u>. It shall be a default if Lessee fails to make payments or provisions of Rent or any other sums to Lessor when due, and does not cure such default within thirty (30) days after receipt of written notice from Lessor, provided Lessee shall have the right to receive such notice no more than twice in any year of this Agreement, or if either party defaults in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the non-defaulting party specifying the default complained of; or if Lessee abandons or vacates the Premises; or if Lessee is adjudicated a bankrupt or makes any assignment for the benefit of creditors. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

In the event of a default, Lessor shall have the rights, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and declare this Agreement terminated, in which event Lessee shall immediately pay to Lessor a liquidated damages fee sum of money equal to the remaining Rent due for the then current term or total of (I) the amount of the unpaid rent accrued through the date of termination; and (II) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided (net of the reasonable costs of reletting); or (b) without terminating this Agreement , relet the Premises, or any part thereof, for the account of Lessee upon such terms and conditions as Lessor may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorney's fees, customary real estate commissions paid, and thereafter toward payment of all sums due or to become due Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charge, Lessee shall pay Lessor any deficiency monthly,

notwithstanding that Lessor may have received rental in excess of the rental stipulated in this Agreement in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Agreement, regardless of the extent of renovations and alterations by Lessor, unless a written notice of such intention is given to Lessee by Lessor. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Agreement for such previous breach. Lessee may terminate this Agreement should Lessor fail to cure a default within the time frame specified herein.

15. Cure by Lessor. In the event of any default of this Agreement by Lessee, the Lessor may at any time, after notice, cure the default for the account of and at the expense of the Lessee. If Lessor is compelled to pay or elects to pay any sum or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Lessor's rights under this Agreement , the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the Lessee to Lessor on the first day of the month following the incurring of the respective expenses.

16. Optional Termination. This Agreement may be terminated (a) by Lessee for any reason or no reason at all; (b) by Lessor if it reasonably determines that the Tower Top is structurally unsound or otherwise not suitable for Lessee's use, including but not limited to consideration of age of the structure, damage, or destruction of all or part of the Tower Top from any source, or factors relating to the condition of the Tower Top; or (c) by Lessor if it reasonably determines that continued use of the Tower Top by Lessee is in fact a threat to health, safety, or welfare or violates applicable laws or ordinances.

Upon termination of this Agreement for any reason, Lessee shall remove its equipment, personal property, Antennae Facilities, and improvements from the Premises within thirty (30) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Lessee's sole cost and expense. Any such property or facilities which are not removed within thirty (30) days of the end of any Agreement term shall become the property of Lessor.

17. Liquidated Damages: Termination by Lessee. Notice of Lessee's termination pursuant to paragraph 16(a) shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other, except as otherwise provided herein, including paragraph 3(D) above.

18. Liquidated Damages: Termination by Lessor. Notice of Lessor's termination pursuant to paragraph 16(b) or (c) shall be given to Lessee in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the use of the Premises prior to said termination shall be prorated to six (6) months prior to the date of termination and all such rentals paid shall be promptly refunded to Lessee upon the Lessee's

removal of all equipment and improvements. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other, unless otherwise indicated in this agreement.

19. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities or Equipment Building through no fault or negligence of Lessee, Lessee may elect to terminate this Agreement upon thirty (30) days written notice to Lessor. In such event, Lessee shall promptly remove the Antennae Facilities and Equipment Building from the Premises in a good and workmanlike manner. This Agreement (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the obligations set forth in the preceding sentence, at which termination Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. Lessor shall have no obligation to repair any damage to any portion of the Premises.

20. Condemnation. In the event the entire Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such reward. Lessee hereby expressly waives any right or claim to any portion thereof, although all damages, whether awarded as compensation for diminution in value of the Agreement or to the fee of the Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing it equipment, personal property, Antennae Facilities, Equipment Building and improvements.

21. Indemnity and Insurance.

A. Lessor and Lessee each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and losses which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises or Owned Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and losses arising from negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

B. Lessee shall maintain commercial general liability insurance insuring Lessee against liability for personal injury, death or damage to personal property arising out of its use of the Premises (including the Tower) with combined single limits of not less than One Million and No/100 Dollars ($1,000,000). Lessee shall also maintain fire and extended coverage insurance insuring Lessee's personal property for its full insurable value (subject to reasonable deductibles). Notwithstanding anything in this Agreement

to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Premises, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Paragraph shall contain a Waiver of Subrogation in favor of the other party hereto.

22. Hazardous Substance Indemnification.

A. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance in violation of any applicable law. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance by Lessee and any damage, loss, expense or liability resulting from such release including all reasonable attorney's fees, costs, and penalties incurred as a result thereof. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waster, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

B. Lessor represents and warrants that it has no knowledge of any substance, chemical, or waste on the Premises that is identified as a hazardous substance. Lessor further agrees to hold Lessee harmless from and indemnify Lessee against any release of any such Hazardous Substance by Lessor and any damage, loss, expense or liability resulting from such release including all reasonable attorney's fees, costs, and penalties incurred as a result thereof.

23. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated) on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

24. Termination. This Agreement may be terminated by Lessee immediately upon giving written notice to Lessor if Lessee cannot obtain all government certificates, permits, licenses or other approvals (collectively, "Approval") required and/or easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Lessor fails to deliver any required non-disturbance agreement or subordination agreement; Lessor fails to have proper ownership of the Premises and/or authority to enter into this Agreement; or Lessee determines that the Premises contains hazardous substances. Should Lessee terminate this Agreement pursuant to this paragraph, notwithstanding the provisions of paragraph 3(D), all rent shall be prorated as of the date of termination and any rent paid past the date of termination shall be refunded to Lessee.

25. Estoppel Certificate. Lessee shall, at any time and from time to time upon not less than ten (10) days prior request by Lessor, deliver to Lessor a statement in writing certifying

that (a) the Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Lessor is not in default under a provision of the Agreement or if Lessor is in default, the details of such breach; and (d) such other matters as Lessor may reasonably request.

26. **Notices.** All notices, requests, demand, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses.

If to Lessor, to:

City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: Legal Counsel and
Telecommunications Director

With a copy to:

William Malone, Esq.
Miller and Van Eaton, P.L.L.C.
1155 Connecticut Avenue, N.W.
Suite 1000
Washington, D.C. 20036

If to Lessee:

Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attn: Legal Department -- Real Estate

with a copy to:

Cricket Communications, Inc.
4416 N. McColl Road
Mc Allen, TX 78504
Attn: Property Management Department

27. **Assignment.**

A. Lessee may assign this Agreement to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Lessee shall have the right to sublet or sublicense the Premises with Lessor's written consent, not to be unreasonably withheld, conditioned or delayed. Lessor may assign this Agreement upon notice to Lessee, subject to the assignee assuming all of Lessor's obligations hereon. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representative, heirs and assigns. Lessee may mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money

or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B. Lessor shall provide Lessee with advance written notice before Lessor uses or grants other persons or entities a lease, license or other right of use of any portion of adjacent real property owned by Lessor for activities which might reasonably anticipated to cause interference with Lessee's wireless communications activities. Said notice shall set forth the type of activity proposed to be conducted and if the activity is the receipt and transmission of wireless communications signals, the frequency of operation and location of said equipment. Lessee shall have a period of thirty (30) days from the date of receipt of said notice to conduct an intermodulation analysis of the proposed use. In the event that Lessee can demonstrate with objective, technical data or information that the proposed use shall cause interference with the operation of Lessee's equipment, Lessor shall not permit the proposed use to be conducted. In the event that Lessor enters into an agreement for such use, Lessor shall require that such persons or entities rectify any interference to Lessee's activities caused directly or indirectly by its activities on the adjacent property within forty-eight (48) hours.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

29. Miscellaneous.

A. Lessor and Lessee represent that each, respectively, has full right, power and authority to execute this Agreement.

B. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

C. This Agreement shall be construed in accordance with the laws of the State of Texas.

D. The prevailing party in any action or proceeding in court to enforce the terms of this agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

E. Lessor and Lessee each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the Indemnifying Party herein.

F. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have statutory or otherwise, concerning the Equipment Building and Antennae Facilities or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

G. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

H. If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable memorandum of this Agreement; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagee's interests with respect to Lessee's interests in this Agreement and Lessee's property, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.

I. Lessor covenants that Lessee, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

J. Lessor covenants it has good and sufficient title to the Premises.

This Agreement was executed as of the date first set forth above.

Lessor:

CITY OF LAREDO

BY:_____
Carlos Villarreal
CITY MANAGER

BY:_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
Anthony McGettrick
Acting City Attorney

_____
By: V. Melissa Saldana
Assistant City Attorney

Lessee:

CRICKET COMMUNICATIONS, INC.

BY:_____
Print Name:_____
Title:_____

STATE OF TEXAS)(
COUNTY OF WEBB)(

Before me, the undersigned, A Notary Public in and for said County and State, on this the ____ day of _____, 2007, personally appeared _____, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Agreement as its _____, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF

COUNTY OF

Before me, _____the undersigned, a Notary Public for the State, personally appeared , personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 200__.

Signature _____

NOTARY SEAL

My commission expires: _____

EXHIBIT "A" DESCRIPTION OF OWNED PREMISES

The Owned Premises are described and/or depicted as follows:

8711 McPherson Rd. Laredo, Webb County, Texas

A tract of land containing 1.00 acres, more or less, situated in Porcion 23, Abstract 283, Leonard Sanchez Original Grantor

EXHIBIT "B"

SITE PLAN AND PREMISES

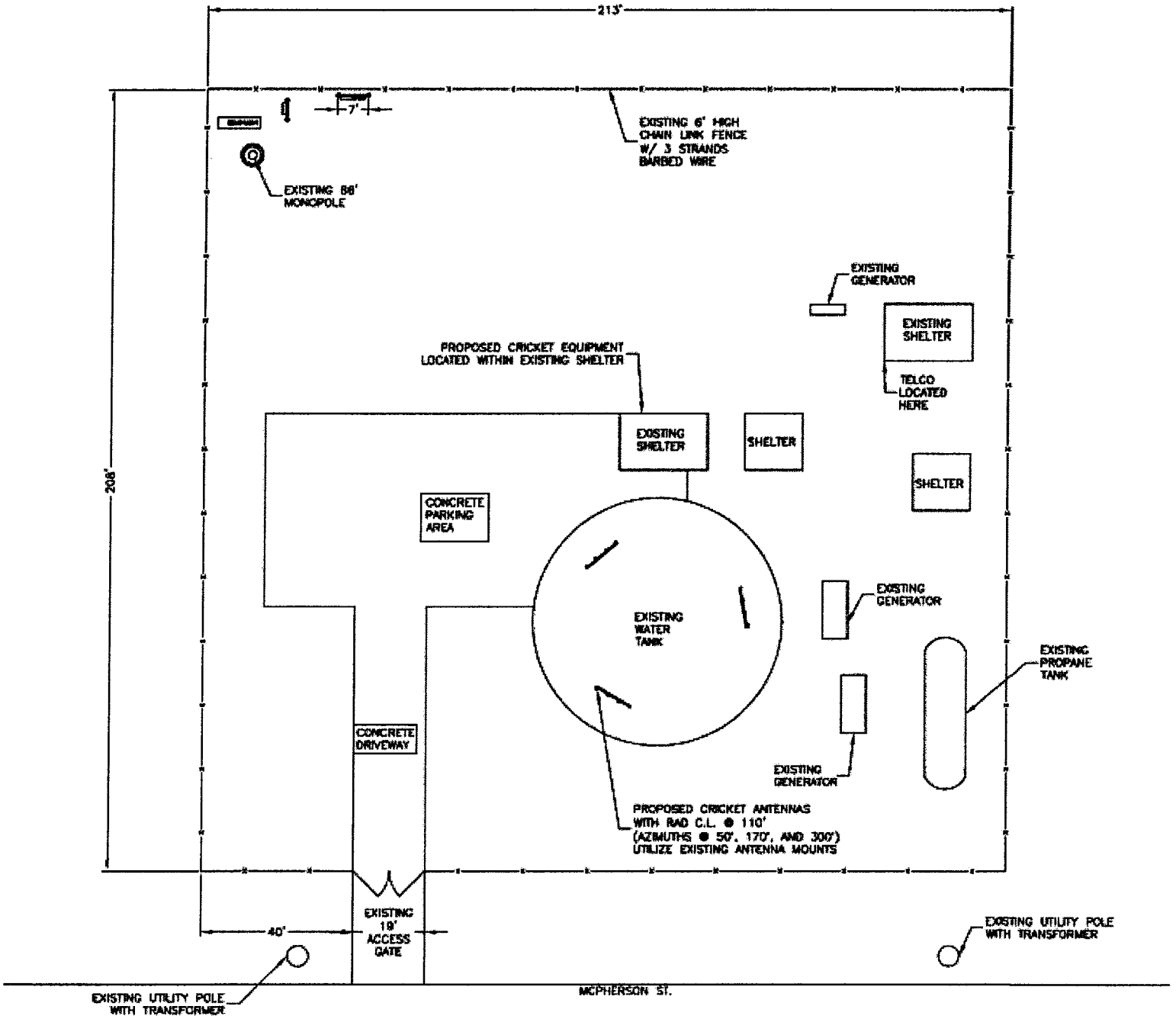
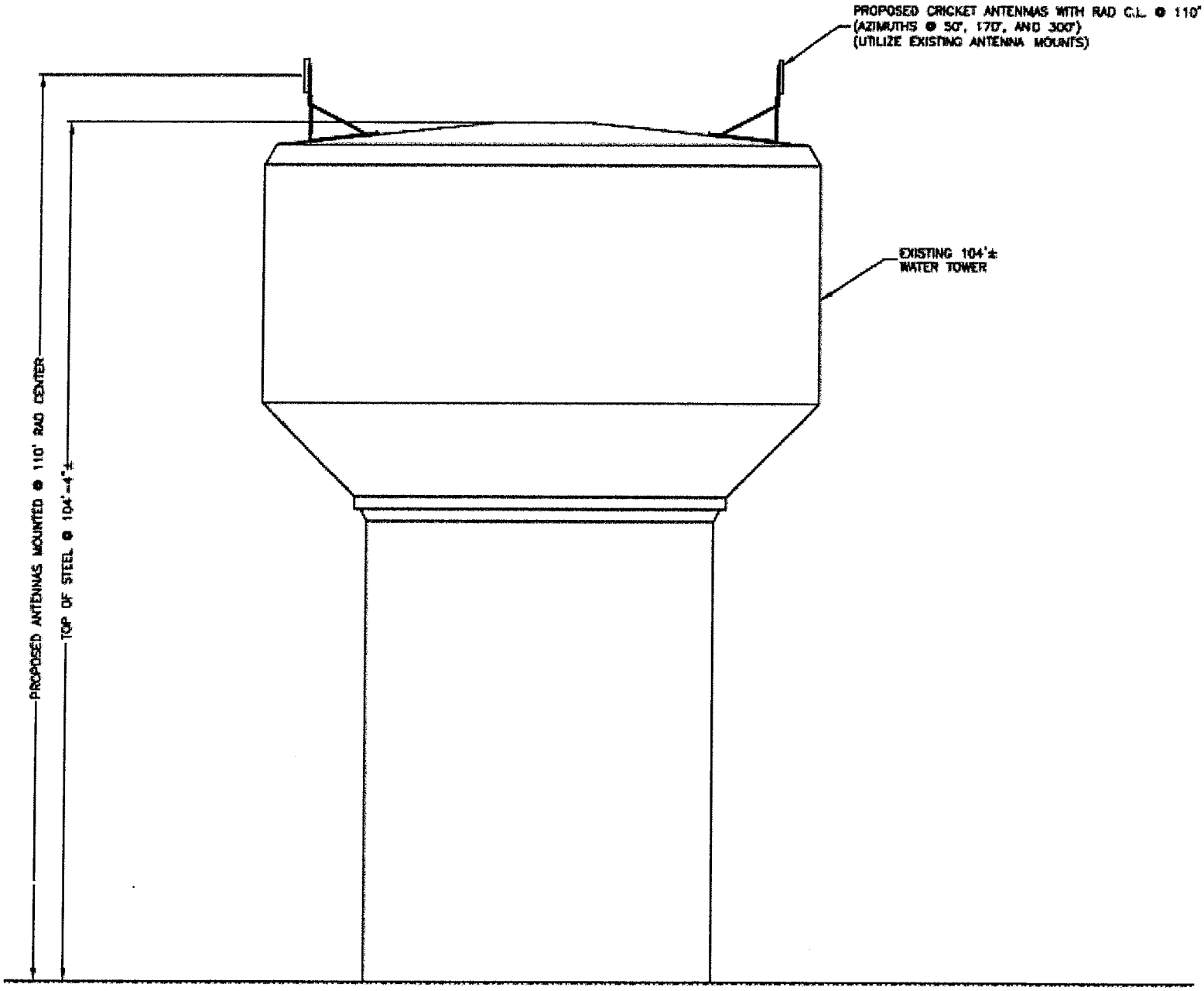


EXHIBIT "C"
ANTENNA FACILITIES



COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTION OF AN ORDINANCE
8-6-07	Authorizing the City Manager to execute an amendment to the lease approved by Ordinance No. 2004-O-038 dated February 17, 2004, and as amended by Ordinance No. 2006-O-158 dated July 17, 2006, between the City of Laredo, as Lessor, and Webb County Juvenile Board, as Lessee, for the Juvenile Justice Alternative Education Program (JJAEP) school campus for an approximate 100,357 square foot tract of land located on Block No. 11 of the Airport Subdivision Plat at the Laredo International Airport. Said amendment will extend the lease term 18 months ending on December 31, 2008. All other terms and conditions of the lease remain unchanged and in effect; providing for an effective date.

INITIATED BY:	STAFF SOURCE:
Jesus M. Olivares Assistant City Manager	Jose L. Flores Airport Director

PREVIOUS COUNCIL ACTION: City Council has approved previous lease agreements with Webb County Juvenile Board.

BACKGROUND:

Webb County Juvenile Board requests an eighteen (18) month extension to the lease term and requests that it be allowed to occupy/lease the premises until December 31, 2008.

The premises form part of Block no. 23 which block was the subject of a possible public sale. No bids were received for Block No. 23.

FINANCIAL IMPACT: Land Rent Revenues
Account No. 242-0000-361-2060
Monthly Rent: $2,342.32 x 12 Months = $28,107.84

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
On May 31, 2007, the Airport Advisory Subcommittee on Rates and Charges and the Airport Advisory Committee recommended approval.	That the City Manager execute an amendment to the lease agreement with Webb County Juvenile Board for the Juvenile Justice Alternative Education Program (JJAEP).

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE APPROVED BY ORDINANCE NO. 2004-O-158 DATED JULY 17, 2006, BETWEEN THE CITY OF LAREDO, AS LESSOR, AND WEBB COUNTY JUVENILE BOARD, AS LESSEE, FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) SCHOOL CAMPUS FOR AN APPROXIMATE 100,357 SQUARE FOOT TRACT OF LAND LOCATED ON BLOCK NO. 11 OF THE AIRPORT SUBDIVISION PLAT AT THE LAREDO INTERNATIONAL AIRPORT. SAID AMENDMENT WILL EXTEND THE LEASE TERM 18 MONTHS ENDING ON DECEMBER 31, 2008. ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed lease amendment between the City of Laredo, as LESSOR, and Webb County Juvenile Board, as LESSEE, for the Juvenile Justice Alternative Education Program (JJAEP) school campus for an approximate 100,357 square foot tract of land located on Block No. 11 of the Airport Subdivision Plat at the Laredo International Airport. Said amendment will extend the lease term 18 months ending on December 31, 2008. All other terms and conditions of the Lease remain unchanged and in effect, 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 amendment is in the best interest of the Airport and recommends that the City Council approve the proposed lease amendment; 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 amendment with Webb County Juvenile Board, as LESSEE, for the Juvenile Justice Alternative Education Program (JJAEP) school campus for an approximate 100,357 square foot tract of land located on Block No. 11 of the Airport Subdivision Plat at the Laredo International Airport. Said amendment will extend the lease term 18 months ending on December 31, 2008. All other terms and conditions of the Lease remain unchanged and in effect, a copy of which lease amendment 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF WEBB §

This lease amendment is made and entered into by and between the City of Laredo, Texas, a home rule city, hereinafter referred to as "LESSOR" and Webb County Juvenile Board, hereinafter referred to as "LESSEE".

WHEREAS, LESSEE requests that the lease agreement approved by Ordinance No. 2004-O-038 dated February 17, 2004, and as amended by Ordinance No. 2006-O-158 dated July 17, 2006, be further amended as follows:

A. Section 1.05, "Term of Leasehold, Commencement of Term, Suspension", will extend the term of the lease an additional 18 months ending on December 31, 2008;

B. Section 6.01, "Termination", the following is added: Notwithstanding the foregoing, LESSEE may terminate this lease at any time by giving LESSOR sixty (60) days written notice of termination;

C. Section 7.01, "Attorney's Fees", the following is added: only if LESSOR prevails in an enforcement action against LESSEE.

All other terms and conditions remain unchanged an in effect.

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows:

ARTICLE I

1.01 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.

1.02 APPLICABILITY OF TERMS OF CONTRACT

Terms of this lease agreement are binding upon the heirs, executors, administrators, trustees and assigns of LESSEE.

1.03 DESCRIPTION OF PREMISES DEMISED

LESSOR, in consideration of the covenants and agreements embodied below does hereby lease and demise the following described premises to the LESSEE; a tract of land containing approximately 100,357 square feet located at 4602 North Bartlett Avenue on Block No. 23 at the Laredo International Airport which land is described by metes and bounds description which is attached to this lease agreement and incorporated into same for all intents and purposes. See Exhibit A. The property described above shall be referred to as the "premises".

1.04 RIGHT TO IMPROVE

Subject to the terms, covenants and conditions embodied below, the LESSEE shall have the right and privilege to place and use modular classrooms structures and other modular structures in support of LESSEE'S educational program, construct and maintain improvements upon the leased premises.

1.05 TERM OF LEASEHOLD, COMMENCEMENT OF TERM, SUSPENSION

The term of this lease shall be for three (3) years and six (6) months commencing on January 1, 2004 and ending on June 30, 2007. Effective July 1, 2007 the term is extended eighteen (18) months ending on December 31, 2008, provided, however, that the City Manager must, prior to the execution of this lease agreement on LESSOR'S behalf, obtain the express written authority from the Mayor and City Council of the City of Laredo, Texas.

1.06 RENTAL OBLIGATION AND MODE OF PAYMENT

A. LESSEE agrees to pay to LESSOR, monthly rental sum of legal money of the United States of America, said monthly rental to be paid for and during each and every year of the original term of this lease pursuant to paragraph 1.05. Each such monthly rental amount shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments, each such monthly installment to be due and payable

on the first (1st) day of each calendar month in the amount of Two Thousand and One Hundred and Thirty Seven Dollars and Thirty-Five Cents ($2,137.35).

B. The first monthly installment of the rent for the first year of this lease shall be due and payable on January 1, 2004.

1.07 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 January 1, 2005, 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: Base rent x CPI = adjustment + base rent = rent for second year.

2. Second Anniversary: Second year's rent x CPI = adjustment + second year's rent = rent for third year... etc., annually until lease expiration or any extension thereto.

1.08 LATE CHARGE

A. The rental sums provided for above, and such other additional charges provided for in this lease agreement shall be payable no later than the first (1st) day of each calendar month, without regard to notice, demand, setoff, deduction, defense or counterclaim.

B. Except as otherwise provided in this lease agreement, the rental obligation of LESSEE shall be due and payable as provided in the preceding paragraphs and, shall not be affected by circumstances or occurrences including, but not limited to: damages to or destruction of the demised premises or any part of them, including improvements; use restrictions or interference with any use of the demised premises or the like; claims of LESSEE against LESSOR; and notice of termination by either LESSOR or LESSEE.

C. 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 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.

1.09 AD VALOREM TAXES AND UTILITIES

A. LESSEE agrees to pay promptly, upon receipt of written notice from any taxing entity, authority, or appraisal district, all ad valorem taxes, penalties and interest imposed by them upon the demised premises, and upon any personal property, tools, equipment, furniture, fixtures, and inventory belonging to the LESSEE. The taxes shall be paid prior to any period of delinquency.

This section does not preclude LESSEE from the assertion of any remedies available to it under the Texas Property Tax Code Annotated 41.41-42.28.

B. LESSEE shall, upon LESSOR'S written request, provide LESSOR with written receipts from all taxing authorities or entities showing payment of ad valorem taxes or, where applicable, written proof that it is availing itself by the remedies available to it under 41.41-42.28 of the Texas Property Tax Code. LESSEE'S failure to provide LESSOR with the written proof requested shall constitute a material breach of this lease agreement.

C. LESSEE'S failure to pay all ad valorem taxes due and owing to any taxing entity or authority as required by this lease agreement shall constitute a material breach of this lease agreement.

D. LESSEE shall assume the responsibility for payment of and shall timely pay all utilities and connection fees, including water, sewer, heat, gas, electricity, and all other utilities to be used on the demised premises.

E. It is further understood that the leased premises is currently unimproved and is leased on an "as is" basis.

In this regard, LESSEE will be responsible for all developmental costs to include utility easement relocation, extensions, and upgrades if required to service the leased premises to include water, sewer, gas, electricity, and all other utilities to be used on the premises.

1.10 USE AND USE CONFLICT

The premises demised to the LESSEE are to be used and occupied solely for the purpose of operating an alternate education program for at risk youth and for no other use. Should LESSEE desire to use the demised premises for a purpose other than the delineated above, it shall first obtain written authorization from the LESSOR.

1.11 PEACEFUL POSSESSION

LESSEE shall peacefully have, hold and enjoy the leased premises subject to all of the terms and conditions embodied in this lease agreement, and subject to prompt payment of all rental sums delineated above.

ARTICLE II
DEVELOPMENT OF PREMISES - REQUIRED IMPROVEMENTS

2.01 OFFSTREET PARKING

A. The LESSEE shall make provision for automobile parking for its employees, visitors, and other invitees on the demised premises. No parking shall be permitted on the streets immediately adjacent to the demised premises.

The LESSEE further agrees to pave its on-premise parking facilities in order to provide a dust-free, all-weather surface.

B. Parking shall not be permitted in the front setback area or in side setback areas facing the streets immediately adjacent to the demised premises. Visitor parking may be provided in front setback areas and side setback areas of the demised premises facing the street provided that such on-premise parking is screened from the street by trees or shrubbery or other screening devices approved by the LESSOR or any of its authorized agents.

C. Each parking space shall be designated by white lines painted on the paved surface.

D. Parking for handicapped persons will be provided by the LESSEE and such spaces shall be clearly designated as handicapped parking.

2.02 VEHICLE LOADING

All provisions for loading and maneuvering of vehicles necessary to the operation of LESSEE'S business shall be conducted within the boundaries of the demised premises. On-street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of LESSEE'S buildings or, on a side provided that any side-loading facilities shall be screened from front street visibility by approved trees, shrubbery, or other instrumentality specifically approved by the LESSOR and initiated within the same period of time as set out in Section 2.04 (B).

2.03 SETBACKS

A. All buildings shall be set back a minimum of twenty five (25') feet from the lot lines of the demised premises which face any street immediately adjacent thereto.

The area between the lot lines and the buildings shall be landscaped. If visitor parking is provided in the front setback, all buildings shall be set back a minimum of fifty (50') feet from the lot line.

B. At least twenty (20%) percent of the required minimum front setback area and side setback area facing the street shall be landscaped and planted.

C. Side setbacks shall be a minimum of fifteen (15') feet.

D. Rear setbacks shall be a minimum of ten (10') feet from the lot line or utility easement line.

2.04 BUILDING HEIGHTS

Building heights shall be limited to a maximum of fifty (50') feet above the curb line. This limitation includes phasial extensions of any building erected on the demised premises or other extension attached to any such building.

2.05 SITE COVERAGE

All buildings and structures, or portions of them, placed or erected on the leased premises, shall be prohibited from covering more than fifty (50%) percent of the total land area of the demised premises.

2.06 TYPE OF CONSTRUCTION

All buildings shall conform to all local building codes and ordinances.

2.07 PIPES

With the exception of hoses and movable pipes used for irrigation, LESSEE shall neither install nor maintain water, gas, sewer or drainage pipes above the surface of the ground.

ARTICLE III

PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

3.01 RULES AND REGULATIONS

A. All improvements shall be planned and constructed in accordance with rules and regulations prescribed by the LESSOR.

B. All improvements shall be planned and constructed in accordance with the laws and ordinances of the City of Laredo, Texas, and its applicable building codes.

C. All improvements to be erected by LESSEE shall comply with the rules and regulations of the Federal Aviation Administration, an agency of the United States government, or any successor agencies.

D. Should any conflict between LESSOR'S rules and regulations, laws and ordinances of the City of Laredo, and rules and regulations of the Federal Aviation Administration occur, this provision shall be governed by the rules and regulations of the Federal Aviation Administration or any of its successor agencies.

3.02 APPROVAL OF PLANS

A. Plans and specifications to be submitted to LESSOR shall be subject to LESSOR'S sole approval. LESSOR'S approval shall not be withheld in an arbitrary or unreasonable manner.

B. LESSOR'S approval of LESSEE'S plans and specifications may be withheld for any of the following reasons:

1. Failure to comply with laws and ordinances of the City of Laredo, Texas, or any of its applicable building codes.

2. Failure to comply with the rules and regulations promulgated by the Federal Aviation Administration or its successor agencies.

3. Style conflicts with adjacent buildings or other improvements.

4. Non-compliance with any provision embodied in Article II of this lease.

5. Disapproval of the location, grading plan, color scheme, finish, design, proportions, style or architectural design, height, or appropriateness of the proposed structure, which, in LESSOR'S reasonable judgment, would render the proposed structure or improvements inharmonious with general plans promulgated by the Airport Director for airport improvements.

C. Approval of any plans or specifications for use on any one demised parcel shall not be deemed a waiver of LESSOR'S right to disapprove the same or similar plans or specifications submitted by other LESSEES for approval for use of any other parcel or parcels demised.

3.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS

A. Building or landscape alterations and the erection of additional structures on the demised premises shall be subject to LESSOR'S approval.

B. Any alterations to structures, landscaping or other improvements, without LESSOR'S written approval shall constitute a material breach of this lease agreement and shall constitute grounds for termination of this lease by LESSOR.

3.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS

A. LESSEE covenants that he shall commit no waste nor shall he allow the commission of waste upon or to the demised premises.

B. LESSEE agrees to maintain in a safe, clean well kept and orderly condition the premises surrounding said improvements to include right of way areas up to the street curbs, along Bartlett and Foster Avenues.

C. LESSEE shall maintain and keep the improvements on the leased premises in a good state of repair and condition and in a presentable condition. The exterior finish on said improvements shall be repainted and refinished as necessary to maintain the appearance of such improvements. In this regard LESSEE is responsible for 100% of the maintenance and repairs to the improvements throughout the primary and any extension terms of this lease agreement.

D. LESSEE shall erect a fence along the perimeter of the leased premises and install gate(s) to provide for a closed campus environment.

3.05 RIGHT OF ENTRY

A. LESSOR may, at any reasonable time, without notice to LESSEE, enter the premises for the purpose of ensuring LESSEE'S compliance with plans and timetables for the erection or alteration of structures or improvements upon the demised premises as well as other use restrictions and requirements embodied in this lease.

ARTICLE IV
USE RESTRICTIONS

4.01 GENERAL

A. No land, alteration or structure occupied or erected by the LESSEE shall be used or occupied in any manner which could create conditions:

1. Adversely affecting the health, comfort, or safety of members of the general public or other LESSEES of the LESSEE; or

2. Adversely affecting the beneficial enjoyment and use of properties demised to LESSOR'S other LESSEES.

B. Prohibited uses include, but are not limited, those which create:

1. Fire hazards;

2. Explosive hazards;

3. Excessive noise;

4. Excessive vibration;

5. Excessive shock;

6. Smoke, dust, pungent odors, noxious emissions constituting air pollution;

7. Electrical disturbances; and

8. Excessive liquid or solid refuse, waste or emissions.

4.02 ULTRA-HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property shall be conducted upon the demised premises by the LESSEE.

4.03 NOISE LEVELS

At no point on the demised premises shall the sound pressure of any individual plant or operation conducted by the LESSEE (other than operation of motor vehicles, aircraft, or other conveyances of transportation) exceed the decibal levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level In Decibals RE 0.0002 dynes/cm2
0 – 300	75
300 – 1200	55
1200 – 4800	45
4800 and above	49

4.04 VIBRATION OR SHOCK

No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50') feet of any property line delineating the demised premises.

4.05 AIR POLLUTION

A. Any use of the premises by the LESSEE which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutant shall be conducted within a completely enclosed building.

B. Visible emissions of smoke which exceed Ringlemann No. 1 on the Ringlemann Chart of the U. S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation shall not be permitted. This requirement is applicable to trash and waste material disposal. Windborne dust, sprays and mists originating in any plants upon the
demised premises will not be permitted.

C. No plant or operation shall discharge toxic or noxious matter into the atmosphere.

D. Emission of odors detectable at any point beyond the property line of any plant erected by LESSEE shall not be permitted.

4.06 DUST CONTROL

All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other dust-free surfacing. These areas shall be maintained in good condition by LESSEE and shall at all times be kept free of weeds, trash, dust and other debris. They shall be properly drained and graded. This dust control shall be accomplished before the issuance of a certificate of occupancy.

4.07 HEAT OR GLARE

Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such a manner which prevents the glare or heat so emitted from being discernible from any point on the property line of the demised premises.

4.08 ILLUMINATION

A. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.

B. The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line.

C. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations at the Airport.

4.09 SIGNS

The following regulations shall apply to all commercial signs displayed for observation from outside a building whether displayed on, near or within a building:

A. Permitted Signs: LESSEE'S commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the LESSOR or its authorized agent prior to installation. On-premise billboards and flashing signs are not permitted.

B. Area and Location: One sign may be permitted on the front setback line of each leasehold and one sign may be attached to the side of the building which faces a public street. The sign of the front setback line shall not exceed one (1) square foot area for each linear foot of lot frontage and shall not extend more than ten (10) feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign, and on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purpose of this Article and shall require the written approval of the LESSOR prior to installation.

C. Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

4.10 REFUSE AND TRASH

No refuse or trash shall be kept, stored or allowed to accumulate on the demised premises.

4.11 SEWAGE DISPOSAL SYSTEMS

No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon any parcel without LESSOR'S prior written approval.

ARTICLE V
INDEMNITY AND INSURANCE

5.01 INDEMNIFICATION

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.

To the extent permitted by the Constitution and the laws of the State of Texas and without expanding the County's liability, the County shall indemnify and hold the City harmless from and against any and all suits, actions or claims of any character brought for or on account of injury to person or property arising from the County's own act of negligence in carrying out its obligations under this Agreement, except that the City shall indemnify and hold the County harmless from and against any and all suits, actions or claims of any character brought for or on account of injury to person or property arising from the City's own acts of negligence in carrying out its obligations under this Agreement.

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.

5.02 FIRE AND OTHER RISK INSURANCE

LESSEE, at his sole cost and expense shall, throughout the term of this lease, keep or cause to be kept all improvements now or hereafter located upon the leased premises insured for the mutual benefit of LESSOR and LESSEE against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation (hereinafter call "Full Insurable Value").

5.03 OBLIGATION OF LESSEE

During the term hereof, except as provided in Section 5.05 below, should the improvements constructed by LESSEE upon the leased premises be damaged or destroyed in whole or in part by fire or other casualty, LESSEE shall give prompt notice to LESSOR. LESSEE, at its own cost and expense, shall promptly repair, and rebuild the same to the extent as the prior value of, and as near as is practicable to the character of the buildings and improvements existing immediately prior to such damage. Such repairs, replacements or rebuilding shall be made by LESSEE and in accordance with the following terms and conditions:

A. Prior to commencing such repairs, LESSEE shall deliver to LESSOR a set of preliminary construction plans and specifications for LESSOR'S approval. In the event the preliminary plans and specifications are disapproved, LESSEE will be notified in writing. The notice shall specify in detail the reasons for the disapproval. LESSOR shall specify the corrections to the specifications and plans.

B. Upon approval of the preliminary plans and specifications by LESSOR, LESSEE shall prepare or cause to be prepared, final working plans and specifications. These shall conform to the preliminary plans and specifications. Upon completion of the final working plans and specifications, LESSEE shall submit the same to appropriate governmental agencies for approval. Upon approval by such agency and the issuance of permits for the commencement of construction, LESSEE shall deliver to LESSOR one complete set of the final working plans and specifications as approved by the appropriate governmental agencies. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are made to comply with suggestions, requests or requirements of the governmental agencies.

C. Prior to commencing construction, LESSOR may require LESSEE to furnish a performance and payment bond, and, if requested, Builder's Risk Insurance.

D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies, and said proceeds of such insurance policy or policies shall have been paid to LESSEE, LESSEE shall commence such repair, replacement or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

5.04 INSURANCE PROCEEDS

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding.

If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, LESSEE shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by LESSEE.

5.05 CANCELLATION OF LEASE

Should the improvements on the leased premises be damaged or destroyed in whole or in part by fire or other casualty during the initial term or during the option term of this lease, LESSEE shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this lease by giving LESSOR written notice of its election to do so within thirty (30) days after the date of any such damage or destruction. In such event, this lease shall terminate as of the date of such destruction. All rents payable under this lease shall be prorated and paid to the date of such termination.

5.06 CONTENTS

Insurance on contents of building is the sole responsibility of the LESSEE.

5.07 PUBLIC LIABILITY INSURANCE

To the extent permitted by the Constitution and the laws of the State of Texas and without expanding the County's liability, LESSEE agrees to indemnify and hold harmless LESSOR from any and all claims, damages, causes of action, costs 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 employee, agent, representative or invitee, 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) for each accident and fifty thousand dollars ($50,000.00) property damage in which LESSOR shall be named as additional insured and as a co-insured. Such policies shall provide the 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. LESSOR reserves the right to accept or reject the insurance company issuing such policy or policies based on LESSOR'S prior experience with any particular insurance company.

5.08 POLICIES AND MODIFICATIONS

Copies of all LESSEE'S policies and modifications shall be deposited with LESSOR no later than forty-five (45) days after the execution of this lease.

ARTICLE VI
TERMINATION, CANCELLATION, ASSIGNMENT AND TRANSFER

6.01 TERMINATION

This lease shall terminate at the end of the term of this lease. Notwithstanding the foregoing, LESSEE may terminate this lease at any time by giving LESSOR sixty (60) days written notice of termination.

All improvements made by LESSEE shall be removed from the leased premises upon lease termination, subject to LESSEE'S obligation to grade and seed leased premises.

6.02 DEFAULT

The following events shall be deemed to be events of default by LESSEE under this lease:

A. Be in arrears in the payment of the whole or any part of the rental amounts agreed upon hereunder for a period of ten (10) days after LESSOR has notified LESSEE in writing that payment was not received when due.

B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of LESSEE'S property;

C. Make any general assignment for the benefit of creditors;

D. Abandon the leased premises;

E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by LESSEE, and such default continues for a period of thirty (30) days after receipt of written notice from LESSOR to cure such default, unless during such thirty (30) day period, LESSEE shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of, LESSEE where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, LESSOR may re-enter to take immediate possession of the leased premises and remove LESSEE'S effects or assert its LESSOR'S

lien upon them as provided in paragraph 6.06, without being deemed guilty of trespassing.

6.03 REPOSSESSION AND RELETTING

In the event of default by LESSEE hereunder which shall remain uncured after the required notices have been given pursuant to this lease, and for such time as provided herein, LESSOR may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Re-enter the demised premises or improvements or any part of them and repossess them; and

B. Either cancel this lease by notice or without cancelling this lease, relet the leased premises or any part thereof upon such terms and conditions as shall appear advisable to LESSOR. If LESSOR shall proceed to relet the leased premises and the amounts received from reletting the leased premises during any month or part thereof be less than the rent due and owing from LESSEE during such month or part thereof under the terms of this lease, LESSEE shall pay such deficiency to LESSOR immediately upon calculation thereof, providing LESSOR has exercised good faith in terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

6.04 ASSIGNMENT AND TRANSFER

LESSEE shall have the right and privilege to assign or transfer this lease subject to the prior written approval of LESSOR.

6.05 SUBLEASING

LESSEE shall have the right to sublease all or any part of the space demised hereunder for the same purposes permitted under the terms and provisions of this lease, provided LESSEE first obtains LESSOR'S consent, such consent shall not be unreasonably withheld. Any such sublease shall be subject to the same conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by its sublessees of the terms and covenants contained in this lease.

6.06 LESSOR'S LIEN

It is expressly agreed that in the event of default by LESSEE hereunder, LESSOR shall have a lien upon all goods, chattels, personal property or equipment of any description belonging to LESSEE which are placed in or become a part of the leased premises a security for rent due and to become due for the remainder of the lease term, which lien shall not be in lieu of or in any way affect the statutory LESSOR'S lien given by law.

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

ARTICLE VII
MISCELLANEOUS

7.01 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 term of this lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of possession of leased premises in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees only if LESSOR prevails in an enforcement action against LESSEE and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

7.02 LESSOR'S REPRESENTATION AND WAIVER

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

The waiver by LESSOR or LESSEE of performance of any provisions of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement.

7.03 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT

A. AIRPORT AND AIRWAY DEVELOPMENT ACT OF 1970: The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered by 14 Code of Federal Regulations Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

B. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as 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 participating 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 Program of the Department of Transportation, and as said Regulations may be amended.

C. That in the event of breach of any of the proceeding nondiscrimination covenants, City of Laredo shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

7.04 LAWS AND REGULATIONS

Further, LESSEE will keep and maintain the premises in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations whether State, Federal, or Municipal.

7.05 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. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items do not serve an actual day-to-day business function.

7.06 HOUSEKEEPING

If accumulation of weeds, rubbish or items of equipment or supplies are permitted to remain on the premises and right-of-way areas up to the street curb more than ten (10) days after a request in writing from the LESSOR to have them removed, the LESSOR or authorized agent may enter upon the demised premises for the purpose of removing same by whatever means it deems necessary but shall not have any affirmative duty to do so. Such entry shall not be deemed a trespass and the LESSOR shall not be subject to any liability. The cost of such work shall be borne by the LESSEE.

7.07 MAINTENANCE AND LANDSCAPING

If landscaping areas are not maintained in accordance with the standards prescribed by the LESSOR or the condition is not corrected within ten (10) days after written notice from the LESSOR, the LESSOR or its authorized agent shall have the right to enter on any premises and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the LESSOR, shall be paid by the LESSEE.

7.08 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 disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

7.09 CUMULATIVE RIGHTS AND REMEDIES

All rights and remedies of LESSOR enumerated in this lease shall be in addition to other rights or remedies allowed by law. Likewise, the exercise or failure to exercise by LESSOR of any remedy provided for herein or allowed by law shall not preclude its exercise of other remedies.

7.10 INTERPRETATION

Words of gender used in this lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vise versa unless the context otherwise requires.

7.11 INVALIDITY OR ILLEGALITY OF PROVISIONS

The invalidity or illegality of any provisions shall not affect the remainder of this lease.

7.12 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants and conditions of this lease shall inure to the benefit of and being binding upon LESSOR and LESSEE and their successors, assigns, legal representatives, heirs, executors and administrators.

7.13 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.

7.14 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED

Towed vehicles or any motor vehicles not currently licensed and actively used, are not permitted on the demised premises. 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 shall constitute a breach of this lease.

7.15 CAPTIONS

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

7.16 RIGHT OF FLIGHT

LESSOR, for itself, its lessees, permittees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the leased premises. LESSOR, its consignees, lessees, permittees, licensees, successors and assigns shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be inherent in the operation and flight of such aircraft.

7.17 GOVERNING LAW\VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue of any action arising under this agreement shall lie in Webb County, Texas, or the Laredo Division of the Southern District of Texas.

7.18 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 paid, return receipt requested, addressed to LESSEE as follows:

Webb County
Attn: Mr. Eloy Ramirez
1110 Washington Street, Suite 101
Laredo, Texas 78040

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

7.19 SUBORDINATION OF LEASE

The 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 contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and the United States of America and its agent 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 to 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 lease premises for the purpose set forth in paragraph 1.09; titled "Use and Use Conflict" in this agreement.

7.20 NATIONAL EMERGENCY

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof of 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 the lease to the Government, shall be suspended.

7.21 FAA APPROVAL

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

7.22 AIRPORT HAZARD

The LESSEE and its 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 and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

7.23 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.

7.24 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.

EXECUTED on this _____ day of _____, 2007.

CITY OF LAREDO
a municipal corporation

BY:_____
CARLOS R. VILLARREAL
CITY MANAGER

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

BY:_____

ASSISTANT CITY ATTORNEY

WEBB COUNTY JUVENILE BOARD

BY:_____
JUDGE RAUL VASQUEZ
CHAIRMAN, WEBB COUNTY
JUVENILE BOARD

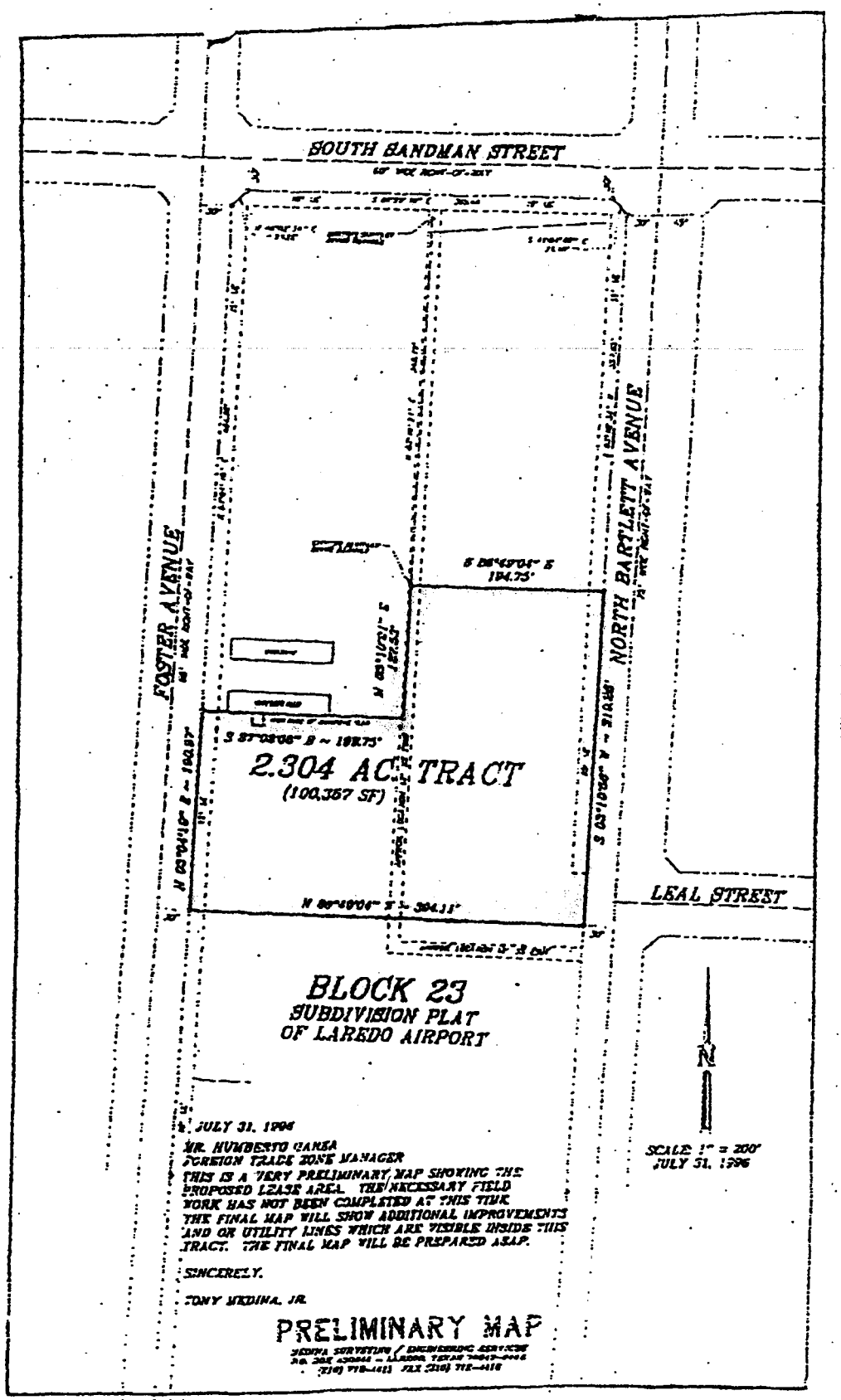

SOUTH SANDMAN STREET
FOSTER AVENUE
NORTH BARTLETT AVENUE
LEAL STREET
2.304 AC TRACT
(100,357 SF)
BLOCK 23
SUBDIVISION PLAT
OF LAREDO AIRPORT
N
SCALE 1" = 200'
JULY 31, 1996
JULY 31, 1996
MR. HUMBERTO GARZA
FOREIGN TRADE ZONE MANAGER
THIS IS A VERY PRELIMINARY MAP SHOWING THE PROPOSED LEASE AREA. THE NECESSARY FIELD WORK HAS NOT BEEN COMPLETED AT THIS TIME. THE FINAL MAP WILL SHOW ADDITIONAL IMPROVEMENTS AND OR UTILITY LINES WHICH ARE VISIBLE INSIDE THIS TRACT. THE FINAL MAP WILL BE PREPARED ASAP.
SINCERELY,
TONY MEDINA, JR.
PRELIMINARY MAP

EXHIBIT A

CITY OF LAREDO

LAREDO INTERNATIONAL AIRPORT

Outstanding Texas Airport 2006

July 9, 2007

Mr. Fortunato Paredes
Assistant County Attorney
County of Webb
1110 Victoria Street
Laredo, TX 78040

Re: Amended Lease with Webb County Juvenile Board
for 100,357 square feet of land at the Laredo International Airport

Dear Mr. Paredes:

As per our previous conversation, enclosed are the agreed upon revisions to the leased amendment between the City of Laredo, as Lessor, and Webb County Juvenile Board, as Lessee. The revisions consist of added language to Sections 6.01 and 7.01. All other terms and conditions remain unchanged and in effect.

Upon signature, please return all documents to the Airport Director's Office so that we can proceed to obtain City Council approval. Should you have any questions, please do not hesitate to call me at 795-2000. Thank you for your assistance.

Sincerely,

Jose L. Flores
Airport Director

Encls. (3)

5210 Bob Bullock Loop * Laredo, Texas 78041 * Tel. (956) 795-2000 * Fax. (956) 795-2572
airport@ci.laredo.tx.us * www.laredointernationalairport.com

COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTION OF AN ORDINANCE
8-6-07	Authorizing the City Manager to execute a Permit and Right of Entry for Access Agreement by an Off-Airport Rental Car Business with Laredo Car Rental, Inc. d/b/a Alamo Rent-a-Car, as Permittee, at the Laredo International Airport. Term shall commence on May 1, 2007, and end on July 31, 2011. Permittee shall pay $1,500.00 per year plus 8% of Annual Gross Receipts derived from airport revenues; providing for an effective date.

INITIATED BY:	STAFF SOURCE:
Jesus M. Olivares Assistant City Manager	Jose L. Flores Airport Director

PREVIOUS COUNCIL ACTION: City Council has approved previous lease agreement with Laredo Car Rental, Inc. (Alamo Rent-a-Car).

BACKGROUND:

At present, Laredo International Airport has five car rental agency concessions operating out of the passenger terminal which include Enterprise, Advantage, Avis/Budget, Hertz and National. Each on-airport car rental agency provides the airport between $73,150.00 and $95,780.00 in the form of a minimum annual guarantee or 10% of their annual gross sales, whichever is greater.

In consideration of the privilege of operating this commercial activity upon the premises of the airport, driving upon the airport roadways, and picking up and dropping off airport customer at the terminal building, Permittee will be required to pay to the airport a fee of $1,500.00 per year.

Permittee further agrees to pay to the airport in consideration of the foregoing privileges an amount equal to eight percent (8%) of the gross revenue of Permittee's business derived from the commercial activity from the airport and/or businesses located within the boundaries of the airport to any facility of Permittee by a courtesy or rental vehicle operated by or on behalf of Permittee.

FINANCIAL IMPACT: Revenue Account No. 242-0000-361-3004
$1,500 Per Year Plus 8% of Annual Gross Sales derived from airport revenues.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
On July 17, 2007, the Airport Advisory Committee considered this item and recommends approval.	That the City Manager execute a Permit and Right of Entry for Access by an Off-Airport Rental Car Business with Laredo Car Rental, Inc. d/b/a Alamo Rent-a-Car.

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PERMIT AND RIGHT OF ENTRY FOR ACCESS AGREEMENT BY AN OFF-AIRPORT RENTAL CAR BUSINESS WITH LAREDO CAR RENTAL, INC. D/B/A ALAMO RENT-A-CAR, AS PERMITTEE, AT THE LAREDO INTERNATIONAL AIRPORT. TERM SHALL COMMENCE ON MAY 1, 2007, AND END ON JULY 31, 2011. PERMITTEE SHALL PAY $1,500.00 PER YEAR PLUS EIGHT PERCENT (8%) OF ANNUAL GROSS RECEIPTS DERIVED FROM COMMERCIAL ACTIVITY AT THE AIRPORT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed Permit and Right of Entry for Access Agreement by an Off-Airport Rental Car Business with Laredo Car Rental, Inc. d/b/a Alamo Rent-a-Car, as Permittee, 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 agreement 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 Permit and Right of Entry for Access Agreement by an Off-Airport Rental Car Business with Laredo Car Rental, Inc. d/b/a Alamo Rent-a-Car, as Permittee, at the Laredo International Airport, a copy of which agreement 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
ANTHONY C. McGRETTRICK
ACTING CITY ATTORNEY

BY: _____

ASSISTANT CITY ATTORNEY

PERMIT AND
RIGHT OF ENTRY FOR ACCESS BY
AN OFF-AIRPORT RENTAL CAR BUSINESS

THIS PERMIT, is hereby granted this _____ day of _____, 20____, by the City of Laredo (hereinafter referred to as the "City"), a municipal corporation of the State of Texas acting herein by and through its City Manager, as expressly authorized by the City Council of the City of Laredo (hereinafter referred to as the "Airport"), and Laredo Car Rental, Inc. d/b/a Alamo Rent-a-Car, corporation organized under the laws of the State of Texas (hereinafter referred to as "Permittee");

W I T N E S S E T H

WHEREAS, the Airport controls and operates the Laredo International Airport located within the City of Laredo, State of Texas; and

WHEREAS, the provision of ground transportation of passengers arriving at or departing from the Airport by rental car companies is an essential service to passengers utilizing the Airport and to patrons of the Airport (hereinafter referred to as "Airport Customers"); and

WHEREAS, it is the desire and intent of the Airport to make available to passengers, as a portion of the ground transportation at the Airport through this Permit, the service of automobile rentals operated and conducted by the Permittee which does not lease facilities from the Airport, to allow Permittee to pick up Airport Customers at the terminal in designated vehicles and in designated areas (hereinafter referred to as "Designated Premises") and to fix the terms and conditions for such operations by the Permittee; and

NOW, THEREFORE, in consideration of the rights granted by this Permit, Permittee by its acceptance hereof, agrees to the following terms and conditions hereinafter contained:

ARTICLE I
TERM

Section 1.1 – Term: Subject to cancellation or termination as provided herein, the term of this Permit shall commence on May 1, 2007, and terminate on July 31, 2011 . Permit may be cancelled by either party upon giving thirty (30) days' written notice to the other party.

EXHIBIT A

ARTICLE II
OPERATING RIGHTS, PRIVILEGES AND OBLIGATIONS OF PERMITTEE

Section 2.1 – Grant of Operating Rights and Privileges: Permittee shall have the non-exclusive revocable right to access Airport Customers (said activity herein at times referred to as the "Commercial Activity"), provided that such right is subject to the Airport's right to an access fee relating to the use of the roadway system by Permittee and other specified classes of persons or entitles performing a commercial enterprise or activity.

Section 2.2 – Rights of Ingress and Egress: Except for the rights reserved by the Airport, Permittee shall have the right of ingress to and egress from and over such public walkways and roadways designated and established from time to time by the Airport Director, provided that the pick up and drop off of Airport Customers at the Terminal Building shall occur only from the areas designated by the Airport for such activity Permittee's rights of ingress and egress and use of common use roadways shall be subject to such laws and rules and regulations now in existence or hereinafter placed in effect by the Airport, or such other rules and regulations of governmental bodies having jurisdiction regarding the use of said facilities at the Airport.

Section 2.3 – Operating Obligations: Permittee shall in all respects and at all times operate its authorized Commercial Activity to serve and accommodate passengers and other users of the Airport and shall perform and comply with each and every one of the following obligations with respect to the operation of the authorized Commercial Activity herein granted.

A. Permittee may meet pre-arranged Airport Customers within the Terminal Building at a location designated by the Airport Director. Permittee must possess a pre-printed customer listing and shall only transport Airport Customers on such listing. Permittee may display a placard with the customer's name

B. Permittee shall furnish service on a fair, reasonable and nondiscriminatory basis to all its Airport Customers. The Permittee shall furnish good, prompt, clean, courteous and efficient service adequate to meet all the reasonable demands for its services at said Airport. Permittee shall keep the areas used by Permittee in a safe, clean, orderly and inviting condition at all times, satisfactory to the Airport. All services sold must conform in all respects to federal, state, county and municipal laws, ordinances, and regulations.

C. Permittee shall conduct its Commercial Activity in an orderly and proper manner and so as not to annoy, disturb or be offensive to Airport Customers, patrons or other tenants at the Airport.

D. Permittee shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees, and representatives entering or using the roadway

system or public areas. Customer service personnel and attendants entering or using the Designated Premises shall be trained by Permittee to render a high degree of courteous and efficient service, and it shall be the responsibility of the Permittee to maintain close supervision over said personnel to assure the rendering of a high standard of service to the Airport Customers. Upon objection from the Airport Director concerning the conduct, demeanor or appearance of such employees, representatives or agents on the roadway system or public areas, Permittee shall take all steps necessary to remove the cause of the objection.

E. Permittee shall not permit its agents and employees to engage in solicitation or pressure sales tactics for rentals or related services offered by Permittee on or about the roadways or public areas. The Airport shall be the sole judge as to whether the conduct of Permittee's representatives constitutes a violation of this subsection and upon notice from the Airport Director; Permittee shall take all steps necessary to eliminate the violation.

F. Permittee shall not engage in open and public disputes, disagreements, or conflicts tending to deteriorate the quality of the business of Permittee or its competitors. The Airport shall have the right to resolve all such disputes, disagreements, or conflicts as they relate to the use of the Airport and its determination shall be final.

G. Permittee shall provide the Airport with the following information prior to the commencement of operations under this Permit and keep such information current during the term hereof:

(1) The make, model, color, identification number, motor vehicle license plate number, and motor vehicle registration number of all vehicles to be operated on Airport property for the purpose of transporting Airport Customers whether operated by Permittee or by another on behalf of Permittee.

(2) Written proof of all business and motor vehicles permits required by local, state, and federal regulations.

ARTICLE III
FEES AND FINANCIAL REPORTING

Section 3.1 – Privilege Fee: In consideration of the privilege of operating its Commercial Activity upon the premises of the Airport, driving upon the Airport roadways, and picking up and dropping off Airport Customers at the Terminal Building, Permittee agrees to pay, in advance, to the Airport a fee of One Thousand and Five Hundred Dollars ($1,500.00) per year.

Permittee further agrees to pay to the Airport in consideration of the foregoing privileges an amount equal to eight percent (8%) of the gross revenue of the Permittee's business derived from the Commercial Activity from the Airport and/or businesses located within

the boundaries of the Airport to any facility of Permittee by a courtesy vehicle operated by or on behalf of Permittee.

Gross revenue shall be defined as follows:

(1) All moneys paid or payable to or considerations of determinable value received by the Concessionaire, after discounts and coupons deducted at the time of rental, including but not limited to: (i) Time and mileage charges and separately stated fees for the rental of vehicles and other related or incidental services, and any other items or services which may be authorized by the Airport; (ii) All insurance offered incidental to the rental of such vehicles, including but not limited to personal accident insurance and personal effects coverage.

If Permittee is unable to provide the Airport with adequate records as evidence to the Airport that coupons, discounts or rebates are realized in total by Customer at the time of rental, then the amount of these discounts, coupons or rebates shall be included as Gross Revenues.

(2) The following shall be excluded from Gross Receipts: (i) The amount paid by customers at the time of rental and which is separately stated on the rental agreements as an optional service charge for waiver by Permittee of its right to recover from the customer for damage to or loss of the vehicle rents; (ii) The amount charged to customers for fuel, fuel service fees, or charges for replacing fuel furnished at the commencement of rental or at the end of each rental; and (iii) Any Federal, State, County, or City sales or other similar taxes or surcharges separately stated to and collected from customers of Permittee.

The items listed above may be excluded from Gross Receipts only if the item is separately listed on the customer's invoice and/or receipt at the time of rental and is not included in an amount charged for any item that is included in Gross Receipts. Unless specifically listed as excluded in this subsection; all other revenue received by Permittee from business derived at the Airport or businesses located within the boundaries of the Airport shall be deemed to be included in Gross Receipts.

Section 3.2 – Obligations Regarding Privilege Fee Activities: In connection with its Commercial Activities and operations under this Permit, Permittee shall:

A. Maintain, during the term of this Permit, which term shall terminate on July 31, 2011, and for such further period if the Permittee receives written notice from the Airport to do so, accounting records and books of account recording all transactions at, through or in anyway connected with determining amounts owed pursuant to this Permit. Such records and books of account shall be kept and maintained on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or on a cash basis, and kept at all times within the City of Laredo, Texas. Permittee shall permit during ordinary business hours, the examination and audit by the officers, employees,

agents and representatives of the Airport of the records, books of account, sales equipment such as cash registers and computer terminals.

B. Airport has right to audit pursuant to this Permit. If any audit performed by or on behalf of the Airport for any period discloses an under reporting of sales, Permittee shall report and pay to Airport amounts due plus interest from the date upon which the correct Privilege Fee report and payment originally was to be made at the Airport at the interest rate charged on overdue accounts.

C. Maintain and use numerically sequenced rental agreements, invoices, or other paper or computer documentation for all rental transactions and keep a daily rental register to account for the issuance or other disposition of all agreements. Computer documentation must be capable of translation to paper copy.

Permittee's rental agreements shall be printed in such form as to allow its customers to designate on each agreement whether they were transported from the Airport to any facility of Permittee by a courtesy vehicle operated by or on behalf of Permittee and to allow its customers to sign specifically denying such transportation has taken place. Any agreement which does not have a space allowing customer to deny such transportation will be treated as though the customer was transported from the Airport to a facility of the Permittee by a courtesy vehicle operated by or on behalf of Permittee.

D. Establish and maintain for its Commercial Activity under this Permit an adequate system of internal control acceptable to the Airport.

E. Permittee shall employ an independent Certified Public Accountant who shall furnish to the Airport at the end of each twelve months, January through December (hereinafter referred to as "Permit Year") a written report to the Airport Director certifying whether or not in their opinion the Privilege Fee payable by the Permittee to the Airport during the preceding year were made in accordance with the terms of this Permit. Airport will provide recommended guidelines to be used and reported on by the independent Certified Public Accountant. Such report shall list the monthly Gross Revenues as shown on the books and records of the Permittee for the period covered by the report. This report shall be due to the Airport within the ninety (90) days after the end of each Permit Year. Failure to provide this report to the Airport as stated above will be considered a default as hereinafter defined in Article VII.

Section 3.3 – Statements and Payments: Permittee shall, on or before the twentieth day of each month following the commencement month of the term and continuing through the month next following expiration or termination of this Permit, submit to the Airport, along with payment due, a "Statement of Gross Receipts With Privilege Fee Computation" on a form acceptable to the Airport Director.

Section 3.4 – Payments: All Privilege Fees and other payments due Airport under this Permit shall be paid by Permittee without invoice and payable to Laredo International Airport, delivered or mailed to Laredo International Airport, Airport Terminal Building,

5210 Bob Bullock Loop, Second Floor, Laredo, Texas 78041 or at such other place as may be hereinafter designated in writing by the Airport as the place of payment.

Permittee agrees that in the event payments to the Airport for privilege fees are not received by the Airport on or before the respective due dates, as set forth in this Permit, Permittee shall pay to the Airport a delinquent charge of one and one half percent (1 ½%) of the amount due to Airport, for each month, that the amount due remains unpaid. Payments due the Airport shall be received by the Airport only on normal business days, Monday through Friday, and shall not be considered late if the date due falls on a weekend or legal City holiday provided payment is received on the next business day. A yearly schedule of City holidays shall be provided to Permittee upon request. Payment by Permittee and acceptance by the Airport of a delinquent charge shall not be construed as a waiver or forfeiture of any other rights or remedies of the Airport contained elsewhere in this Permit, or as provided by law.

For the purpose of this section, the date payments are received by the Airport shall be the U. S. Postal Service cancellation date on the envelope transmitting the payment, or the date such payment is received by an authorized representative of the Airport if the payment is hand delivered. In the event of a dispute as to the amount to be paid, the Airport may accept without prejudice the sum tendered and, if a deficiency is determined, the foregoing delinquency charge shall apply only to such deficiency. The Airport Director may waive for good cause, in its sole discretion, any delinquency charge upon written application of Permittee.

ARTICLE IV
PERMITTEE'S OTHER OBLIGATIONS

Section 4.1 – Taxes: Permittee agrees to pay all applicable lawful taxes and assessments, if any, which during the term hereof or any extension may become a lien or which may be levied by the state, county, city, or any other tax-levying body upon any taxable interest of Permittee acquired in this Permit, or any taxable possessory right which Permittee may have in or to the Designated Premises or by reason of its use thereof or operations thereon. Upon making such payments, and upon request by the Airport, Permittee shall provide the Airport a copy of the receipts and vouchers showing such payment.

ARTICLE V
INDEMNITY, INSURANCE, AND DAMAGE AND DESTRUCTION

Section 5.1 – Indemnity: Permittee will defend and indemnify and hold the City of Laredo, the Laredo Airport Advisory Committee, the Airport, their officers, directors and employees free and harmless against any and all claims, demands, suits, judgments and losses that are the result of Permittee's operation of its Commercial Activity at the Airport except as may be caused by the sole negligence of the Airport.

Section 5.2 – Insurance:

A. Permittee will maintain at all times, at its sole expense, insurance against claims of public liability, and personal injury or death, and property damage resulting from Permittee's operation of its Commercial Activity in the combined single limit of not less than One Million Dollars ($1,000,000.00). Said insurance is to be placed with an underwriter acceptable to Airport who is authorized to do business in the State of Texas. Permittee shall provide certificates of insurance to the Airport Director evidencing such insurance coverage to the Airport and include the City, the Airport, its officers, directors and employees as additional insureds under the policy or policies. Although the City, the Airport, its officers, directors and employees shall be included as an additional insured, such liability insurance coverage shall also extend to damage, destruction and injury to Airport-owned or leased property and Airport personnel, caused by, or resulting from work, acts, operations, or omissions of the Permittee, its officers, agents, and employees. The Airport shall have no liability for any premiums charged for such coverage, and the inclusion of the City and Airport as a named insured is not intended to, and shall not, make the City and Airport a partner or a joint venturer with the Permittee in its Commercial Activity.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Permittee may carry. All policies shall provide contractual liability coverage as listed above so to include the liability assumed by the Permittee in the indemnity and hold harmless provisions included elsewhere in this agreement. The Permittee's insurance policies as required by this agreement shall apply separately to the Airport as if separate policies have been issued to the Permittee and Airport.

Permittee hereby waives any and all rights of recovery or rights of subrogation against the Airport for or arising out of damage to or destruction of any property or for losses associated with business interruption to Permittee from any causes whatsoever.

Each policy shall provide that it may not be materially changed, altered or canceled by the insured during its term without first giving thirty (30) days notice to the Airport Director; provided, however, that if equivalent insurance is sought by Permittee, the Airport Director after approval by the City's legal counsel may accept such insurance.

Permittee shall carry Workers Compensation Insurance with employer's coverage of not less than the amount required by State law. Workers Compensation Insurance must include a waiver of subrogation in favor of the Airport.

ARTICLE VI
TERMINATION

Section 6.1 – Airport's Right to Improve Airport: The Airport shall have the right to remove or relocate the Commercial Roadway or other public roadways, or otherwise provide for the termination of Permittee's operating rights as provided for herein in the

event that Permittee's use of the Airport conflicts with proposed Airport developments, renewals, replacements, or operating needs at the Airport.

ARTICLE VII
DEFAULT

Section 7.1 – Events of Default by Permittee: Each of the following shall constitute an event of default by Permittee:

A. Permittee shall fail to pay any Privilege Fee or charge to Airport as provided for in this Permit and such failure shall continue for a period of ten (10) days after receipt by Permittee or written notice of such failure.

B. Permittee shall neglect or fail to perform or observe any of the terms, provisions, conditions, or covenants herein contained, and if such neglect or failure should continue for a period of fifteen (15) days after receipt by Permittee of written notice of such neglect or failure, or if more than fifteen (15) days shall be required because of the nature of the default, if Permittee shall fail within said fifteen day period to commence and thereafter diligently proceed to cure such default.

C. Permittee shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.

D. If Permittee shall fail to abide by all applicable laws, ordinances, rules, and regulations of the United States, State of Texas, City or the Airport and if such failure should continue for a period of thirty (30) days after receipt by Permittee of written notice of such failure.

Section 7.2 – Remedies on Permittee Default:

A. In the event of a default under the provisions of Section 7.1, Airport at its option may terminate this Permit and at any time may exercise any other remedy or remedies available under law or equity for such default.

B. Suit(s) or action(s) for the recovery of the Privilege Fee and other amounts and damages, or for the removal or exclusion of Permittee from the Airport, may be brought by Airport, from time to time, at Airport's election, and nothing in this Permit will be deemed to require Airport to await the date on which this Permit expires. All such rights and remedies are none exclusive, and shall include without limitation, suits for injunctive relief and specific performances.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 – Assignment of Agreement:

A. In no case may the activities, uses, privileges and obligations authorized herein or any portion thereof be assigned by any means, without the prior written consent of the City of Laredo.

B. Consent: Permittee must obtain the consent of Airport to keep this Permit in effect prior to any transfer or merger of ownership between Permittee and any other corporation or company, prior to transfer of 50 percent or more of the outstanding stock of Permittee if a corporation, or prior to the transfer of any partnership or joint venture interest if a partnership or joint venture.

Section 8.2 – Nondiscrimination Assurance:

A. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Permit for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

B. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation 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 or services thereon, no person on the grounds of race, color, or national origin shall be subject to discrimination; and (3) the Permittee shall use the Premises in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

C. Permittee shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and nondiscriminatory prices for each unit of services; however, Permittee may be allowed to make reasonable discounts or other similar type of price reductions to purchasers on a nondiscriminatory basis.

Section 8.3 – Federal Aviation Act, Section 308:

Nothing herein contained shall be deemed to grant Permittee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Permittee shall have the right to possess the Designated Premises under the provisions of this Permit.

Section 8.4 – Subordination to Agreements With the United States Government: This Permit is subject and subordinate to the provisions of any agreement that exist now or that may exist in the future between the City and/or the Airport and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Airport for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. Airport covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Section 8.5 – Nonwaiver of Rights: No waiver of default by either party of any of the 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 8.6 – Notices: Notices required may be given by registered or certified mail by depositing the same in the United States mail, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Airport shall be delivered as follows:

Laredo International Airport
Airport Director's Office
5210 Bob Bullock Loop
Laredo, Texas 78041

Until any such change is made, notices to Permittee shall be delivered as follows:

Laredo Car Rental, Inc.
d/b/a Alamo Rent-a-Car
5210 Bob Bullock Loop, #6
Laredo, Texas 78041

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 8.7 – Captions: The headings of the several articles of this Permit 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 provisions of this Permit and shall not be constructed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 8.8 – Severability: If one or more clauses, sections, or provisions of this Permit shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of this Permit shall not be affected thereby.

Section 8.9 – Successors and Assigns Bound: This Permit shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Permit.

Section 8.10 – Right to Amend: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Permit as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Permittee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required.

8.11 – Time of Essence: Time is of the essence in the Permit.

8.12 – Aviation Easement: Permittee's right to use the Designated Premises for the purposes as set forth in this Permit shall be secondary to and subordinate to the operation of the Airport. The Airport specifically reserves for itself, and for the public, a right for the passage of aircraft in the airspace above the surface of the Designated Premises together with the right to cause in said airspace such noise as may be inherent in the present or future operation of aircraft.

Section 8.13 – Attorney's Fees: If any suit or action is instituted under this Permit, the prevailing party in said action shall be entitled to recover its attorney's fees, as the court may judge reasonable, incurred as a result of said action.

Section 8.14 – Amendment: No amendment, modification, or alteration of the terms of this Permit shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

8.15 – Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto, or by any thirty party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of fees, nor

any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of Airport and Permittee.

8.16 – Prohibited Interests: No member, officer, or employee of the Airport during their tenure, and for one year thereafter, shall have any interest, direct or indirect, in this Permit or the proceeds thereof.

8.17 – Permit: This Permit consists of Article I through VIII. It constitutes the entire Permit 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 City and Permittee. Permittee agrees that no representations or grant of rights or privileges shall be binding upon the City unless expressed in writing in this Permit.

EXECUTED ON THIS _____ DAY OF _____, 2007.

CITY OF LAREDO
a municipal corporation

By:_____
CARLOS R. VILLARREAL
CITY MANAGER

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

BY:_____

ASSISTANT CITY ATTORNEY

PERMITTEE:

BY:_____
LOIS JACKSON
PRESIDENT

COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTORY ORDINANCE
08/06/2007	**Amending Section 19-410, Truck routes designated, of the Code of Ordinances, by deleting and replacing the entire Section of Division 2 in order to clarify the existing ordinance language and by designating an additional truck route, Bustamante Street eastbound between Daugherty Avenue and U.S. 59 (Saunders Street); and providing for severability publication and effective date.**

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Roberto Murillo, PE, PTOE, Traffic Director Jesus Olivares, Assistant City Manager

PREVIOUS COUNCIL ACTION:
The City Council approved Ordinance 2002 – O – 065 on April 15, 2002, Amending sections 19-410 Truck routes designated.

BACKGROUND:

This item was previously approved for deletion on April 15, 2002.
(DELETE) ~~#8. Lafayette Street westbound only from IH-35 to Santa Isabel Avenue.~~

This item is redundant and is being removed and clarified.
(DELETE) ~~(13) U.S. 83 eastbound only from IH-35 to S.H. 359.~~

The following items are being clarified for the Airport Truck Route:
(DELETE) ~~(21) Bustamante Street westbound to Maher Avenue.~~
(ADD) (27) Bustamante Street between Daugherty Avenue and US 59 (Saunders Street).
(DELETE) ~~(24)~~ (22) ~~Thomas Avenue and Gale Street from between Hillside Road and McPherson Road.~~
(ADD) (23) Thomas Avenue between Bartlett Avenue and Hillside Road.
(ADD) (24) Gale Street between McPherson Road and Bartlett Avenue.

FINANCIAL IMPACT: None.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Transportation/Traffic Advisory Committee recommended approval.	Staff recommends introduction of this ordinance.

ORDINANCE

AMENDING SECTION 19-410, TRUCK ROUTES DESIGNATED, OF THE CODE OF ORDINANCES, BY DELETING AND REPLACING THE ENTIRE SECTION OF DIVISION 2 IN ORDER TO CLARIFY THE EXISTING ORDINANCE LANGUAGE AND BY DESIGNATING AN ADDITIONAL TRUCK ROUTE, BUSTAMANTE STREET EASTBOUND BETWEEN DAUGHERTY AVENUE AND U.S. 59 (SAUNDERS STREET); AND PROVIDING FOR SEVERABILITY PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the truck transportation industry is one of the largest industries in the City of Laredo, and therefore results in an immense amount of trucks on streets and bridges throughout the City of Laredo; and

WHEREAS, there is a need to clarify the existing language in the truck route ordinance to clearly identify those roadways that are designated as truck routes; and

WHEREAS, there is a need to include the Section of Bustamante Street between U.S. 59 and AirPark Drive allowing trucks in both directions due to the recent construction of raised median on U.S. 59.

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

Section 1: Chapter 19, Article XI Division 2, Section 19-410, of the City of Laredo Code of Ordinances is hereby amended as follows:

Sec. 19-410. Truck routes designated.
The following streets and sections of streets within the city are established and designated as "truck routes":

~~(1) F.M. 3464 from F.M. 1472 (Mines Road) To IH-35.~~
~~(2) F.M. 1472 (Mines Road) from IH-35 to F.M. 255/Dolores Boulevard~~
~~(3) F.M. 255/Dolores Boulevard from F.M. 1472 (Mines Road) to the Columbia/Solidarity Bridge.~~
~~(4) Santa Maria Road from F.M. 1472 (Mines Road) to Markley.~~
~~(5) West Calton Road from Anna to IH-35.~~
~~(6) Mann Road from Santa Maria Road to IH-35.~~
~~(7) U.S. 59 (Saunders Street) from the corporate city limits to IH-35.~~
~~(8) Lafayette Street westbound only from IH-35 to Santa Isabel Avenue.~~
~~(8) Scott Street westbound only from IH-35 to Santa Isabel Avenue (Exceptions See 8-A.)~~

~~(8 A) Scott Street eastbound from Santa Isabel Avenue to IH 35 during the hours of 8:00 a.m. to 10:00 a.m. with a city licensed oversize vehicle escort.~~
~~(9) Jefferson Street westbound only from IH 35 to Santa Isabel Avenue.~~
~~(10) Santa Isabel Avenue from Lafayette Street to Pedregal.~~
~~(11) Anna Avenue from Jefferson to West Calton Road.~~
~~(12) U.S. 83 westbound only from S.H. 359 to IH 35.~~
~~(13) U.S. 83 eastbound only from IH 35 to S.H. 359.~~
~~(14) S.H. 359 from the corporate limits to the intersection with U.S. 83.~~
~~(15) U.S. 83 from the corporate limits to S.H. 359.~~
~~(16) Loop 20 from U.S. 83 to the World Trade Bridge.~~
~~(17) IH 35 from the corporate limits to the Lincoln-Juarez Bridge (Bridge No. 2).~~
~~(18) Jefferson Street from Santa Isabel to Anna.~~
~~(19) Killam Industrial Boulevard from the intersection of F.M. 1472 (Mines Road) to IH 35.~~
~~(20) Airpark Drive from US 59 to Bustamante Street.~~
~~(21) Bustamante Street westbound to Maher Avenue.~~
~~(22) Maher Avenue northbound only to Hillside Road.~~
~~(23) Hillside Road westbound only to Thomas Avenue.~~
~~(24) Thomas Avenue and Gale Street from between Hillside Road and McPherson Road.~~
~~(25) Thomas Avenue southbound only from Hillside Road to Pappas Street.~~
~~(26) Pappas Street westbound only from Thomas Avenue to Daugherty Avenue.~~
~~(27) Daugherty Avenue southbound only from Pappas Street to Bustamante Street.~~
~~(28) Bustamante Street southbound only from Daugherty Avenue to U.S. 59.~~

(1) Milo Road between FM 1472 (Mines Road) and IH 35.

(2) FM 1472 (Mines Road) between IH 35 and FM 255 (Dolores Boulevard).

(3) FM 255 (Dolores Boulevard) between FM 1472 (Mines Road) and the Columbia Solidarity Bridge.

(4) Santa Maria Road between FM 1472 (Mines Road) and Markley Lane.

(5) West Calton Road between Anna Avenue and IH 35.

(6) Mann Road between Santa Maria Avenue and IH 35.

(7) US 59 (Saunders Street) between the corporate City limits and IH 35.

(8) Scott Street westbound only between IH 35 and Santa Isabel Avenue (Exceptions See 8 A.)

(8 A) Scott Street eastbound between Santa Isabel Avenue and IH 35 during the hours of 8:00 a.m. to 10:00 a.m. with a City licensed oversize vehicle escort.

(9) Jefferson Street westbound only between IH 35 and Santa Isabel Avenue.

(10) Santa Isabel Avenue between Lafayette Street and Piedregal Street.

(11) Anna Avenue between Jefferson Street and West Calton Road.

(12) US 83 (Zapata Highway) between SH 359 and IH 35.

(13) SH 359 between the corporate City limits and the intersection at US 83 (Zapata Highway).

(14) US 83 (Zapata Highway) between the corporate City limits to SH 359.

(15) Loop 20 (Bob Bullock Loop) between US 83 (Zapata Highway) and the World Trade Bridge.

(16) IH 35 between the corporate City limits and the Lincoln-Juarez Bridge (Bridge No. 2).

(17) Jefferson Street between Santa Isabel Avenue and Anna Avenue.

(18) Killam Industrial Boulevard between FM 1472 (Mines Road) and IH 35.

(19) Airpark Drive between US 59 and Airpark Court.

(20) Airpark Court between Airpark Drive and Bustamante Street.

(21) Maher Avenue northbound only between Bustamante Street and Hillside Road.

(22) Hillside Road westbound only between Maher Avenue and Thomas Avenue.

(23) Thomas Avenue between Bartlett Avenue and Hillside Road.

(24) Gale Street between McPherson Road and Bartlett Avenue.

(25) Thomas Avenue southbound only between Hillside Road and Pappas Street.

(26) Pappas Street westbound only between Thomas Avenue and Daugherty Avenue.

(27) Daugherty Avenue southbound only between Pappas Street and Bustamante Street.

(28) Bustamante Street between Daugherty Avenue and US 59 (Saunders Street).

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

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

Section 4: Severability

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____ DAY OF _____ 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

ANTHONY MCGETTRICK
ACTING CITY ATTORNEY

_____
BY: MELISSA SALDAÑA
ASSISTANT CITY ATTORNEY

Council Communication

DATE:	SUBJECT: INTRODUCTORY ORDINANCE
08/06/2007	**1. Amending Section 32-29(e)(1) Suspension and Revocation of Annual Permit, of the Code of Ordinance, in order to clarify section, providing severability and for an effective date and publication; and** **2. Amending Section 32-43.1(d)(5) Suspension and Revocation of TaxiCab License, of the Code of Ordinance, in order to clarify section, providing severability and for an effective date and publication; and** **3. Amending Section 32-68 Fares of Mexico, of the Code of Ordinance, in order to clarify section, providing severability and for an effective date and publication; and** 4. **Amending Section 32-80.1(c) Violations, in order to clarify ordinance section, providing severability and for an effective date and publication.**

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Roberto Murillo, P.E., P.T.O.E., Traffic Safety Director Jesus Olivares, Asst. City Manager

PREVIOUS COUNCIL ACTION:

Ordinance was amended in November, 2006 with subject to some additional amendments approved by city council.

BACKGROUND:

It is necessary to amend ordinance to clarify some of its sections and to properly enforce taxicab operation regulations. The proposed amendments to these sections of the Vehicles for Hire Ordinance were presented to the Transportation/Traffic Safety Advisory Committee on July 12, 2007 and they recommended approval. The proposed ordinance amendments are as follows:

Sec 32-29.(e) (1) Suspension and revocation of annual permit. Will replace the word "another" with the word "any."

Sec 32-43.1.(d) (5) Suspension and revocation of a taxicab license. Will replace the word "another" with the word "any."

Section 32-68. Fares of Mexico. Will now correct the dollar amount from $9.00 to $11.00 which was approved in November 2006 but mistakenly left out of the amendments.

Section 32-80.1 (c) Violations. Will now correct the number of months for license duration from 24 to 12 which was approved in February 2007 but inadvertently left out of the amendments.

FINANCIAL IMPACT: None.

RECOMMENDATION:	STAFF:
Transportation/Traffic Safety Advisory Committee recommended approval.	Staff recommends approval of introduction on this ordinance.

ORDINANCE

1. **AMENDING SECTION 32-29(e)(1) SUSPENSION AND REVOCATION OF ANNUAL PERMIT, OF THE CODE OF ORDINANCE, IN ORDER TO CLARIFY SECTION, PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION; AND**
2. **AMENDING SECTION 32-43.1(d)(5) SUSPENSION AND REVOCATION OF TAXICAB LICENSE, OF THE CODE OF ORDINANCE, IN ORDER TO CLARIFY SECTION, PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION; AND**
3. **AMENDING SECTION 32-68 FARES OF MEXICO, OF THE CODE OF ORDINANCE, IN ORDER TO CLARIFY SECTION, PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION; AND**
4. **AMENDING SECTION 32-80.1(c) VIOLATIONS, IN ORDER TO CLARIFY ORDINANCE SECTION, PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION.**

WHEREAS, it is necessary to amend ordinance to clarify some of its sections and to properly enforce taxicab operation regulations; and

WHEREAS, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain taxicab operations throughout the city recognizing that increased regulation constitutes a benefit to the city; and

WHEREAS, the Vehicle for Hire Ad-Hoc Committee has recommended approval of the proposed Vehicle for Hire ordinance amendments.

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

SECTION 1. AMENDMENT

Chapter 32, "Vehicles for Hire", Article II; Taxicabs, Sections 32-29 Suspension and revocation of annual permit, Section 32-43.1 Suspension and revocation of taxicab license, Section 32-68 Fares of Mexico, and Section 32-80.1 Violations, of the Code of Ordinances of the City of Laredo is hereby amended as follows:

Sec. 32-29. Suspension and revocation of annual permit.

The following shall apply to the suspension or revocation of an annual permit:

(a) The city manager's authorized representative shall **suspend** a permit if it is determined that the holder has:

1. Failed to comply with a correction order issued to the holder by the

city manager, within the time specified in the order;

2. Intentionally interferes with the city manager or other law enforcement agency in the enforcement of any city ordinance, state, or federal law;

3. Hires a driver who does not possess a city taxicab license;

4. Failed to insure that all drivers employed by the permit holder are listed and are covered under his or her liability insurance;

5. Substantially breached the terms of the permit; or

6. Failed to pay city ad valorem taxes, when due, on any personal property or real property of the holder used directly or indirectly in connection with the taxicab service.

7. Failed to pay an annual fee when it is due;

(b) Permit holders will be notified in writing by certified mail at the last address of record of the date, time and location of the hearing to determine what action will be taken if any, based on the alleged violation. Permit holders guilty of any of the above mentioned violations may be suspended from one (1) to ninety (90) days.

(c) Upon suspension of a permit the permit holder has the right to appeal the suspension to the city manager in writing within ten (10) days. The city manager or authorized representative shall conduct a hearing to determine if the suspension is appropriate. The city manager may reinstate the permit or deny reinstatement.

(d) A suspension of a permit shall not affect the expiration date of the permit.

(e) The city manager's authorized representative shall **revoke** a permit if it is determined that the holder has:

1. Been charged or convicted for violation of ~~another~~ <u>any</u> city, state or federal law, which violation reflects unfavorably on the fitness of the holder to perform a public transportation service;

2. Failed to pay an annual fee for a second or subsequent time after it is due;

3. Failed to maintain liability insurance coverage throughout the life of the permit; or

4. Failed to give overall service to the public.

(f) Permit holders will be notified in writing by certified mail at the last address of record of the date, time and location of the hearing to determine what action will be taken by the city manager.

(g) Permit holders whose permit is suspended or revoked will have their taxicab driver's license automatically suspended or revoked in conjunction with their permit.

(h) Upon revocation of a permit, the permit holder has the right to appeal the revocation to the city manager. The city manager may, as he/she determines appropriate, reinstate the permit or deny reinstatement.

(i) Upon revocation of a permit, the holder shall be ineligible for a new permit for a period of two (2) years.

(Ord. No. 2004-0-245 84-114, § 2(32.14), 7-17-84; Ord. No. 98-282, § 1, 11-2-98)

Sec. 32-43.1. Suspension and revocation of a taxicab license.

The following shall apply to the suspension or revocation of a taxicab license:

(a) The city manager's authorized representative shall suspend a license in accordance with the following table:

Offense	Violation Category
1. Intentionally interferes with the city manager or other law enforcement agency in the enforcement of any city ordinance, state, or federal law	Major
2. The driver's Texas driver's license is suspended	Major
3. The driver receives two (2) to four (4) citations for violations pertaining to this chapter or to other traffic violations, in one (1) calendar year	Major
4. The driver consumes alcoholic beverages while on duty	Major
5. The driver forged or is in the possession of a forged, altered or counterfeit taxicab license	Major
6. The driver operates a taxicab without proof of insurance	Major
7. The driver is soliciting passengers at a terminal or public place	Major
8. The driver fails to charge the correct fare by using the approved methods as outlined in the ordinance.	Major
9. The driver fails to conducts himself or herself in a safe and prudent manner where he or she endangers the safety and welfare of others	Major
10. The driver refuses to convey a person who requests service and section 32-55 does not apply	Minor

11. The driver operates a taxicab without a city taxicab license in his or her possession — Minor

(b) Drivers guilty of a major violation may be suspended from forty-five (45) to ninety (90) days. Drivers guilty of a minor violation may be suspended from one (1) to forty-five (45) days.

(c) Suspensions are administrative in nature and may be issued in conjunction with written citations.

(d) The city manager's authorized representative shall revoke a license if it is determined that the driver has:

1. The driver's Texas driver's license is revoked.

2. The driver receives five (5) or more citations for violations pertaining to this chapter or other traffic violations within one (1) calendar year.

3. The driver is charged or convicted of operating a vehicle while under the influence of alcohol.

4. The driver is charged or convicted of operating a vehicle while under the influence of drugs.

5. The driver has been convicted of a violation of ~~another~~ <u>any</u> city, state, or federal law, which violation reflects unfavorably on the fitness of the driver to perform a public transportation service.

6. The driver operates a taxicab while under a suspension for a previous violation.

(e) The driver will be notified in writing by certified mail of the date, time and location of the hearing to determine the suspension or revocation of his or her taxicab license.

(f) Upon revocation of a license the driver shall be ineligible for a new license for a period of two (2) years.

(g) After suspension or revocation of a license the driver may file with the city manager a written appeal within ten (10) days to the city manager for reinstatement of the license. The city manager may as determined appropriate, reinstate the license or deny reinstatement.
(Ord. No. 98-282, § 1, 11-2-98)

Sec. 32-68. Fares to Mexico (computation of fares).

On trips into Mexico the same fare shall be charged as for a trip of the same length

and duration in the United States but, in addition thereto, there shall be an extra charge to be recorded on the American side of the international crossing of ~~nine dollars ($9.00)~~ eleven dollars ($11.00). If the passenger or passengers return in the same cab, this extra fare is to be made only on the trip into Mexico and not repeated on the trip back. During the holiday periods drivers may use the zone fares as approved by city council.

Sec. 32-80.1. Violations.

(a) It shall be unlawful for any person, either by himself, or agent, to knowingly perform any act prohibited by the terms of this article or in any way violate the provisions thereof. A separate violation is committed each day in which a violation occurs. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined an amount not exceeding five hundred dollars ($500.00).

(b) Prosecution for a violation under subsection (a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the violation.

(c) A driver holding a valid city taxicab driver's license on the effective date of this article shall continue to be considered qualified for a period of ~~twenty-four (24)~~ twelve (12) months so long as he does not engage or has not engaged in conduct which causes his license to be suspended or revoked.

(d) A person operating a taxicab service under a permit on the effective date of this article may continue to operate according to the terms of the permit for a period of not more than ninety (90) days from the effective date of this article without surrendering the permit. Before the expiration of ninety (90) days, a holder shall apply for an annual permit for the balance of the current fiscal year.

SECTION. 2 SEVERABILITY

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

SECTION. 3 PUBLICATION

This Ordinance shall be published once in accordance with the provisions set for in

Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____, 2007.

_____
RAUL SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

ANTHONY MCGETTRICK
ACTING CITY ATTORNEY

_____
MELISSA SALDAÑA
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING ORDINANCE No. 2007-O-130
08/06/2007	Amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount of $30,000.00 of additional funds to the Health Department's budget from the Texas Department of State Health Services to the Title V Family Planning Services grant for a total amount awarded of $91,068.00 term from September 1, 2006 through August 31, 2007.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy. City Manager	Hector F. Gonzalez, M.D., M.P.H. Health Director

PREVIOUS COUNCIL ACTION: On July 9, 2007, Council held public hearing introducing ordinance and instructed staff to proceed with final hearing.

BACKGROUND:

The Texas 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 continuation of the Title V Family Planning Services will allow the Health Department to continue providing family planning services for Title V eligible clients as well as women's health screenings services. The Title V Family Planning is part of the Department's comprehensive women's health and prevention services.

BUDGET ON NEXT PAGE

FINANCIAL: The City of Laredo will receive $30,000.00 in funds from the Texas Department of State Health Services for the Title V Family Planning Services of the City of Laredo Health Department, for the term period from September 1, 2006, through August 31, 2007. The revenue account is 226-0000-323-4087 and expenditure division is 226-6021.

RECOMMENDATION:	STAFF:
	Recommends that Council approve the ordinance.

Title V Family Planning
Budget FY 2006- 2007
Acct No. 226-6021

BUDGET

CATERGORIES		APPROVED BUDGET		AMENDED		NEW BUDGET
REVENUES						
DSHS GRANT REVENUE	$	61,068	$	30,000	$	91,068
PROGRAM INCOME		0		0		0
TOTAL REVENUES	$	61,068	$	30,000	$	91,068
EXPENSES						
PERSONNEL	$	22,123	$	0	$	22,123
FRINGE BENEFITS		8,597		0		8,597
TRAVEL		0		0		0
EQUIPMENT		0		0		0
SUPPLIES		14,748		30,000		44,748
CONTRACTUAL		15,600		0		15,600
OTHER		0		0		0
SUB-TOTAL	$	61,068	$	30,000	$	91,068
INDDIRECT CHARGES		0		0		0
PROGRAM INCOME		0		0		0
TOTAL	$	61,068	$	30,000	$	91,068

ORDINANCE 2007-O-130

AMENDING THE CITY OF LAREDO FY 2006-2007 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $30,000.00 OF ADDITIONAL FUNDS TO THE HEALTH DEPARTMENT'S BUDGET FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO THE TITLE V FAMILY PLANNING SERVICES GRANT FOR A TOTAL AMOUNT AWARDED OF $91,068, TERM FROM SEPTEMBER 1, 2006 THROUGH AUGUST 31, 2007

WHEREAS, the Texas Department of State Health Services (TDSHS) 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 Title V Family Planning Services will allow the Health Department to continue providing family planning services for Title V eligible clients as well as women's health screenings services. The Title V Family Planning is part of the Department's comprehensive women's health and prevention services. The term period for this grant is from September 1, 2006 through August 31, 2007.

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

Section 1: Amending the City of Laredo FY 2006-2007 annual budget by appropriating revenues and expenditures in the amount $30,000 of additional funds from the Texas Department of State Health Services for the Title V Family Planning Services of the City of Laredo Health Department term period from September 1, 2006 through August 31, 2007.

Section 2: Revenue line item 226-0000-323-4087 funded by the TDSHS is hereby increased by $30,000.00.

Section 3: Expenditure division 226-6021 is increased by $30,000.00.

Section 4: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with TDSHS 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	**SUBJECT: FINAL READING ORDINANCE No. 2007-O-131**
08/06/2007	Amending the City of Laredo FY 2006-2007 budget by appropriating revenues and expenditures in the amount of $23,774.00 of additional funds to the Health Department's budget from the Texas Department of State Health Services for the Health Department - Public Health Preparedness, Epidemiology Pandemic Influenza and Early Warning Infectious Disease Surveillance for a total grant amount of $955,873.00 term period from September 1, 2005, through August 31, 2007; amending the FY 2006-07 Full-time Equivalent positions to be increased by two; and authorizing the City Manager to execute the contract.

INITIATED BY:	**STAFF SOURCE:**
Horacio De Leon, Jr. Asst. City Manager	Hector F. Gonzalez, M.D., M.P.H. Health Director

PREVIOUS COUNCIL ACTION: On July 9, 2007, Council held public hearing introducing ordinance and instructed staff to proceed with final hearing.

BACKGROUND:

The Texas 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 City of Laredo Health Department activated the local public health surveillance and prevention preparedness and response bio-terrorism plan (BT). The Public Health Preparedness, and Epidemiology is federally funded and can only be used for developing disease surveillance infrastructure, preparedness planning, response, training and Early Warning Infectious Disease Surveillance (EWIDS). The PHP services include the counties of Webb, Zapata, Jim Hogg, and Duval.

The Health Department to continue partnership and cooperation within and between jurisdictions in the Sate of Texas related to activities including, training and response to events or emergencies. The Department will continue to provide Public Health Preparedness (PHP) and pandemic influenza activities as requested by DSHS-Centers for Disease Control and Prevention (CDC) Pandemic Influenza Guidance Supplement to the 2006 Public Health Emergency Preparedness Cooperative Agreement Phase II. The PHP contract expenses are monitored through two accounts 226-6090 and 226-6015 (additional funds have no financial impact on account 226-6015).

These additional funds will be to hire two full-time Public Health Technicians with benefits under account 226-6090.

BUDGET ON NEXT PAGE

FINANCIAL: The City of Laredo will receive $23,774.00 in additional funds, for the Public Health Preparedness and Epidemiology Program of the City of Laredo Health Department for a total grant amount of $955,873.00, term period from September 1, 2005, through August 31, 2007. The revenue account is 226-0000-323-4089, and expenditure division 226-6090 with no financial impact to revenue account 226-0000-323-4002 and expenditure division 226-6015.

COMMITTEE RECOMMENDATION:	**STAFF:** Recommends that Council approve the ordinance.

Health Preparedness and Epidemiology
FY 2006-2007
226-6090

BUDGET

CATERGORIES		APPROVED BUDGET		AMENDED		NEW BUDGET
REVENUES						
DSHS GRANT REVENUE	$	932,099	$	23,774	$	955,873
PROGRAM INCOME		0		0		144,222
TOTAL REVENUES	$	932,099	$	23,774	$	955,873
EXPENSES						
PERSONNEL	$	553,850	$	-53,465	$	500,385
FRINGE BENEFITS		189,173		-26,459		162,714
TRAVEL		32,270		2,118		34,388
EQUIPMENT		17,000		54,839		71,839
SUPPLIES		54,178		44,741		98,919
CONTRACTUAL		9,016		0		9,016
OTHER		76,612		2,000		78,612
SUB-TOTAL	$	932,099	$	23,774	$	955,873
INDDIRECT CHARGES		0		0		0
PROGRAM INCOME		0		0		0
TOTAL	$	932,099	$	23,774	$	955,873

ORDINANCE 2007-O-131

AMENDING THE CITY OF LAREDO FY 2006-2007 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $23,774.00 OF ADDITIONAL FUNDS TO THE HEALTH DEPARTMENT'S BUDGET FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE HEALTH DEPARTMENT - PUBLIC HEALTH PREPAREDNESS, EPIDEMIOLOGY PANDEMIC INFLUENZA AND EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE FOR A TOTAL GRANT AMOUNT OF $955,873.00 TERM PERIOD FROM SEPTEMBER 1, 2005, THROUGH AUGUST 31, 2007; AMENDING THE FY 2006-07 FULL-TIME EQUIVALENT POSITIONS TO BE INCREASED BY TWO; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT.

WHEREAS, The Texas 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.

WHEREAS, The City of Laredo Health Department activated the local public health surveillance and prevention preparedness and response bio-terrorism plan (BT). The Public Health Preparedness, and Epidemiology is federally funded and can only be used for developing disease surveillance infrastructure, preparedness planning, response, training and Early Warning Infectious Disease Surveillance (EWIDS). The PHP services include the counties of Webb, Zapata, Jim Hogg, and Duval.

WHEREAS, The Health Department will continue partnership and cooperation within and between jurisdictions in the Sate of Texas related to activities including, training and response to events or emergencies. The Department will continue to provide Public Health Preparedness (PHP) and pandemic influenza activities as requested by DSHS-Centers for Disease Control and Prevention (CDC) Pandemic Influenza Guidance Supplement to the 2006 Public Health Emergency Preparedness Cooperative Agreement Phase II. The PHP contract expenses are monitored through two accounts 226-6090 and 226-6015. These additional funds have no financial impact on account 226-6015.

WHEREAS, The Department is requesting an amendment to the Public Health Emergency Preparedness (account 6090) Full-time Equivalent positions (FTEs) by creating two (2) Public Health Technician positions.

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

Section 1: Amending the City of Laredo FY 2006-2007 budget by appropriating revenues and expenditures in the amount of $23,774 in additional funds from the Texas Department of State Health Services for the Public Health Preparedness and Epidemiology Program of the City of Laredo Health Department, for a total amount awarded of $955,873 term period September 1, 2005, through August 31, 2007, and amending the full-time equivalent positions.

Section 2: The City Manager is authorized to create under account 6090 two (2) full-time equivalent (Public Health Tech) positions with benefits.

Section 3: Revenue line item 226-0000-323-4089 funded by the Texas Department of Health is hereby increased by $23,774.

Section 4: Expenditure divisions 226-6090 is hereby increased by $23, 774.

Section 5: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2007.

_____
HON. RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING OF ORDINANCE NO. 2007-O-132
8-6-07	Authorizing the City Manager to execute an amendment to the lease agreement approved by Ordinance No. 2004-O-184 dated August 2, 2004, between the City of Laredo, as Lessor, and Ronny Salamon d/b/a Avionics Services, as Lessee, for approximately 5,980 square feet constituting Hangar No. 1307 located at 4400 Maher Avenue at the Laredo International Airport. Said amendment will extend the lease term five (5) years ending on July 31, 2012 and increase the monthly rental to One Thousand Six Hundred and Seventy Five Dollars ($1,675.00), and will be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions will remain unchanged and in effect; providing for an effective date.

INITIATED BY:	STAFF SOURCE:
Jesus M. Olivares Assistant City Manager	Jose L. Flores Airport Director

PREVIOUS COUNCIL ACTION: On July 9, 2007, Ordinance was introduced by City Council, and Staff was instructed to proceed.

BACKGROUND:

Ronny Salamon d/b/a Avionics Services has leased Hangar No. 1307 since August 1, 2004 to the present. The lease term is set to expire on July 31, 2007. During this short period of time, Mr. Ronny Salamon has substantially improved the premises by painting the exterior and interior as well as the hangar floor, replaced the air conditioning system, installed additional restroom facilities and provided additional office space.

In addition to this, the Federal Aviation Administration (FAA) has certified the hangar as a Certified Repair Station in accordance with FAR 145.103 and is the only certified repair station at the Laredo International Airport. According to federal regulations, this certificate is non-transferable to another facility and remains with the premises so long as the certified entity is occupying the premises. Should Avionics Services discontinue leasing the facility, the Certified Repair Station status ceases to exist. Unfortunately the loss of the hangar to Avionics Services would result in the loss of the Airport's only certified repair station.

Maintaining an FAA Certified Repair Station at Laredo International Airport is in the City's best interest. It provides a competitive advantage and the ability to attract the flying public that has a need to have their aircraft maintained within the limits of the approved certificate. The certificate holder is authorized to install and troubleshoot transponder/altimeter and related avionics equipment.

FINANCIAL IMPACT: Aeronautical Building Rent
Account No. 242-0000-361-1086
Previous Monthly Rent: $1,381.56 x 12 Months = $16,578.72
Proposed Monthly Rent: $1,675.00 x 12 Months = $20,100.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
On May 31, 2007, the Airport Advisory Subcommittee on Rates and Charges and the Airport Advisory Committee recommend approval.	That the City Manager execute a lease amendment with Ronny Salamon d/b/a Avionics Services for Hangar No. 1307.

ORDINANCE NO. 2007-O-132

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT APPROVED BY ORDINANCE NO. 2004-O-184 DATED AUGUST 2, 2004, BETWEEN THE CITY OF LAREDO, AS LESSOR, AND RONNY SALAMON D/B/A AVIONICS SERVICES, AS LESSEE, FOR APPROXIMATELY 5,980 SQUARE FEET CONSTITUTING HANGAR NO. 1307 LOCATED AT 4400 MAHER AVENUE AT THE LAREDO INTERNATIONAL AIRPORT. SAID AMENDMENT WILL EXTEND THE LEASE TERM FIVE (5) YEARS ENDING ON JULY 31, 2012 AND INCREASE THE MONTHLY RENTAL TO ONE THOUSAND SIX HUNDRED AND SEVENTY FIVE DOLLARS ($1,675.00), AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX. ALL OTHER TERMS AND CONDITIONS WILL REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed lease amendment between the City of Laredo, as LESSOR, and Ronny Salamon d/b/a Avionics Services, as LESSEE, for approximately 5,980 square feet constituting Hangar No. 1307 located at 4400 Maher Avenue at the Laredo International Airport. Said amendment will extend the lease term five (5) years ending on July 31, 2012, and will increase the monthly rent to One Thousand Six Hundred and Seventy Five Dollars ($1,675.00), and will be adjusted annually according to changes in the Consumer Price Index, 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 amendment is in the best interest of the Airport and recommends that the City Council approve the proposed lease amendment; 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 amendment with Ronny Salamon d/b/a Avionics Services, as LESSEE, for approximately 5,980 square feet constituting Hangar No. 1307 located at 4400 Maher Avenue at the Laredo International Airport. Said amendment will extend the lease term five (5) years ending on July 31, 2012, and will increase the monthly rent to One Thousand Six Hundred and Seventy Five Dollars ($1,675.00), and will be adjusted annually according to changes in the Consumer Price Index, 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 _____, 2007.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

BY:_____

ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING OF ORDINANCE # 2007-O-133
08/06/2007	AMENDING SECTON 3(a) of ORDINANCE 2007-O-097 TO REFLECT THAT THE ALLOWABLE MONTHLY REIMBURSEMENT FOR TRANSPORTATION /VEHICLE COST FOR THE MAYOR IS $1,200.00, INSTEAD OF $500.00; AND RATIFYING REIMBURSEMENT OF THE AMOUNT OF $1,200,00 FOR THE JUNE 2007 PAYMENT FOR SAME.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Rosario C. Cabello, Financial Services Director

PREVIOUS COUNCIL ACTION:

1. On October 16, 2006, a motion was made by City Council to instruct the City Manager to initiate a vehicle allowance for the Mayor's position in an amount not to exceed $1,200.
2. On June 4, 2007, Ordinance No. 2007-0-097 was enacted in order to address the methodology as well as payment amounts on various City related expenses for City Council and Mayor.
3. On July 9, 2007 a motion was made by City Council to proceed with Ordinance.

BACKGROUND:

This amending ordinance is intended to reinstate the originally authorized vehicle allowance for the mayor of $1,200 and to ratify the June, 2007, payment at the rate of $1,200.00, rather than $500.00. The error was an unintentional omission by staff, and no change was intended to be made to the mayor's Vehicle allowance, so that Section 3(a) of the ordinance needs to be, and is hereby, corrected by this proposed ordinance.

FINANCIAL IMPACT:

$1,200.00 monthly

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Introduction of Ordinance

ORDINANCE 2007-O-133

AMENDING SECTON 39(a) of ORDINANCE 2007-O-097 REFLECTING THAT THE ALLOWABLE MONTHLY REIMBURSEMENT FOR TRANSPORTATION/VEHICLE COST FOR THE MAYOR IS $1,200.00, INSTEAD OF $500.00; AND RATIFYING REIMBURSEMENT OF THE AMOUNT OF $1,200.00 FOR THE JUNE 2007 PAYMENT FOR SAME.

WHEREAS, Ordinance No. 2007-0-097 dated June 4, 2007 set forth the actual and necessary expenses which are reimbursable to the Mayor and Councilmembers;

WHEREAS, in Section 3(a) of that ordinance, the reimbursable transportation/vehicle cost per month for Mayor and Councilmembers was set at $500.00; and

WHEREAS, such amendment overlooked that fact that by prior motion on October 16, 2006, the City Council instructed the City Manager to initiate a vehicle allowance for the position of mayor in an amount not to exceed $1,200.00; and

WHEREAS, the City Council finds that said ordinance was not intended to change that vehicle allowance authorized on October 16, 2006, and therefore, this amendment is intended to correct that error;

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

Part 1: Ordinance No. 2007-0-097 be and is hereby amended to read as follows:

Section 1: This Ordinance applies to the Mayor and Council Members, who hereinafter are referred to as the members of the governing body.

Section 2: The members of the governing body shall be reimbursed only for actual and necessary expenses which are submitted with expense verification in accordance with this ordinance and/or prior policy and existing ordinances and City policy, including but not limited to:

a. Travel out-of-town in the course of City business.
b. Lodging out-of-town in the course of City business.
c. Meals out- of- town in the course of City business.
d. Cost of stationary in the course of City business.
e. Cost of postage in the course of City business.

f. The actual value of annual leave taken from other employment in order to attend to City of Laredo official business, at the applicable hourly rate.
g. Cell phone cost for City business calls if submitted from the actual cell phone billing records.
h. The cost of meals for meetings with constituents or community members on official business, when the time, place, attendees and purpose of the meetings are provided, along with expense receipts, but not to exceed fifty ($50.00) per meal.

Section 3: The members of the governing body shall be reimbursed for the following expenses as well:

a. Transportation/vehicle cost of <u>One Thousand Two Hundred Dollars ($1,200.00) per month for the Mayor and</u> Five Hundred Dollars ($500) per month <u>for each Councilmember,</u> which the City Council finds to be the actual minimum necessary amount for the performance of the duties of public office, provided that each member must certify the actual ownership or lease of a vehicle and its use and the resulting expense on a monthly basis, on a form to be provided by the Director of Financial Services.
b. Home office costs determined on the basis of actual square footage, percentage of use, allowance for parking, utilities, taxes and insurance, as provided for on a form to be provided by the Director of Financial Services; but not to exceed Five Hundred Dollars ($500.00) per month. The reasonable rental value is assumed to be eight percent (8%) annually of the appraised value as established by the Webb County Appraisal District, or an independent M.I.A. appraisal. The City Council finds that the use of office space at home for such purposes is accepted, normal, reasonable and necessary and provides for this method to cover the actual costs of such use. Each member must certify the actual ownership or lease of residence and its use and the resulting expense annually on a form for determination of the amount, and must certify the continuing use and applicability of the expense on the monthly submission for expense.
c. Actual cell phone cost of One Hundred and Twenty Five Dollars ($125) per month, which the City Council finds to be the actual minimum cost for performance of the duties of public office, provided that each member must certify actual uses of a cell phone applicability of the expense during each monthly period.

Section 4: Any item not coming within the above enumerations, or those in prior policy and existing ordinances, are not deemed to be actual and necessary and are not reimbursable.

Section 5: The Director of Financial Services shall set up a reporting and record system whereby each member of the governing body provides documentation to the extent required herein or by other policy, code provision, or ordinance, supporting any and all reimbursement of actual and necessary expenses, and the members of the governing body shall comply fully with the requirements of such system. Failure to timely comply shall result in suspension of payment, and the Director shall notify the City Manager and the Mayor of any such suspension of payment.

Section 6: No final payment may be paid on any reimbursement for expenses until the supporting paperwork is provided as required by Section 5, except for necessary advances, for which final payment cannot be made until the final paperwork has been provided as stated in Section 5.

Part 2: The City Council ratifies the reimbursement to the Mayor at the rate specified in the motion of October 16, 2006, rather than that specified in Section 3(a) of Ordinance 2007-0-097 of June 4, 2007; and

Part 3: This ordinance, subject to Part 2, takes effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2007

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANTHONY MCGETTRICK
ACTING CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 08/06/2007	**SUBJECT: FINAL READING OF ORDINANCE NO. 2007-O-134** Amending Section 1 of Ordinance 2005-O-209 of the City of Laredo and authorizing an increase in the bridge toll rate schedule for southbound non-commercial traffic utilizing the Automatic Vehicle Identification System (A.V.I.) and southbound non-commercial traffic utilizing the Colombia - Solidarity Bridge and southbound commercial traffic as further described in Exhibit "A" and hereby repealing all conflicting sections in all ordinances currently in effect.

INITIATED BY: Jesus Olivares, Assistant City Manager	**STAFF SOURCE:** Mario I. Maldonado, Jr., Bridge Director

PREVIOUS COUNCIL ACTION:
On August 1, 2007, a public hearing and introductory ordinance was held and City Council approved a .40 cent increase per axle for southbound non-commercial traffic utilizing the A.V.I. System; a .50 cent increase per axle for southbound non-commercial traffic utilizing the Colombia-Solidarity Bridge, and a $1.00 increase per axle for southbound commercial traffic.

BACKGROUND: The current toll rate of $2.75 per axle for southbound commercial traffic was approved by City Council on October 5, 1998 and has not been increased since.

The revenue distribution of fund will remain as follows: 50% to cover Bridge operational expenses, Debt Service and 15% fund balance requirement, any surplus will be transferred to the Capital Improvement Fund for street reconstruction; and 50% to General Fund for Public Safety, Public Works, Parks, Street Improvements, Truck Route Maintenance and other operational expenses. If Bridge revenues fund all of the operational expenses and debt service requirements, then the revenue generated from this increase during FY 07-08 will fund the 15% fund balance requirement, any remaining funds will be used for Truck Route Maintenance.

On July 12, 2007, a presentation was made to the Transportation and Traffic Safety Advisory Committee regarding a .40 cent increase per axle for southbound non-commercial traffic utilizing the A.V.I. System; a .50 cent increase per axle for southbound non-commercial traffic utilizing the Colombia-Solidarity Bridge, and a $1.00 increase per axle for southbound commercial traffic. After discussion, the committee unanimously supported the Bridge toll rate increases. A meeting with the International Trade Blue Ribbon Committee is also scheduled to obtain input on the proposed commercial rate.

On July 27, 28, & 29, 2007, a public notice was published in the Laredo Morning Times, El Mañana and El Diario advising of the upcoming August 1, 2007 public hearing regarding the rate increases for southbound non-commercial traffic utilizing the A.V.I. System; southbound non-commercial traffic utilizing the Colombia-Solidarity Bridge, and southbound commercial traffic.

FINANCIAL IMPACT: The estimated financial impact will be $7,781,240.00 in additional yearly revenues.

COMMITTEE RECOMMENDATION: Approval to increase .40 cent per axle for southbound non-commercial traffic utilizing A.V.I System; increase .50 cent per axle for southbound non-commercial traffic utilizing the Colombia–Solidarity Bridge, and increase $1.00 per axle for southbound commercial traffic.	**STAFF RECOMMENDATION:** Authorization to increase .40 cent per axle for southbound non-commercial traffic utilizing A.V.I System; increase .50 cent per axle for southbound non-commercial traffic utilizing the Colombia–Solidarity Bridge, and increase $1.00 per axle for southbound commercial traffic.

ORDINANCE NO. 2007-O-134

AMENDING SECTION 1 OF ORDINANCE 2005-O-209 OF THE CITY OF LAREDO AND AUTHORIZING AN INCREASE IN THE BRIDGE TOLL RATE SCHEDULE FOR SOUTHBOUND NON-COMMERCIAL TRAFFIC UTILIZING THE AUTOMATIC VEHICLE IDENTIFICATION SYSTEM (A.V.I.) AND SOUTHBOUND NON-COMMERCIAL TRAFFIC UTILIZING THE COLOMBIA - SOLIDARITY BRIDGE AND SOUTHBOUND COMMERCIAL TRAFFIC AS FURTHER DESCRIBED IN EXHIBIT "A" AND HEREBY REPEALING ALL CONFLICTING SECTIONS IN ALL ORDINANCES CURRENTLY IN EFFECT.

WHEREAS, the current toll rate of $2.75 per axle for southbound commercial traffic was approved by City Council on October 5, 1998 and has not been increased since; and

WHEREAS, the revenue generated from this increase during FY07-08 will be distributed as follows: 50% to cover Bridge operational expenses, Debt Service and 15% fund balance requirement, any surplus will be transferred to the Capital Improvement Fund for street reconstruction; and 50% to General Fund for Public Safety, Public Works, Parks, Street Improvements, Truck Route Maintenance and other operational expenses; and

WHEREAS, on July 12, 2007 a presentation was made to the Transportation and Traffic Safety Advisory Committee regarding a .40 cent increase per axle for southbound non-commercial traffic utilizing the A.V.I System; a .50 cent increase per axle for southbound non-commercial traffic utilizing the Colombia - Solidarity Bridge, and a $1.00 increase per axle for southbound commercial traffic. After discussion, the committee unanimously supported the Bridge toll rate increases, and a meeting with the International Trade Blue Ribbon Committee is also scheduled to obtain input on the proposed commercial rate; and

WHEREAS, On July 27, 28 & 29, 2007, a public notice was published in the Laredo Morning Times, El Mañana and El Diario advising of the upcoming August 1, 2007 public hearing regarding the rate increases for southbound non-commercial traffic utilizing the A.V.I System; southbound non-commercial traffic utilizing the Colombia - Solidarity Bridge, and southbound commercial traffic; and

WHEREAS, the estimated financial impact will be $7,781,240.00 in additional yearly revenues; and

WHEREAS, the City Council finds it necessary to apply such bridge tolls for southbound non-commercial traffic utilizing the A.V.I System; southbound non-commercial traffic utilizing Colombia - Solidarity Bridge and for southbound commercial traffic; and

WHEREAS, a public hearing and introductory ordinance was held on August 1, 2007.

LAREDO INTERNATIONAL TOLL BRIDGES
TOLL SCHEDULE SOUTH BOUND ONLY
EFFECTIVE OCTOBER 1, 2007

1. Pedestrians ..... .50
   (Children under 6 years of age)..... Free
   (Bicycle and rider)..... .50

~~2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System or Colombia-Solidarity Bridge ..... $1.50 @ Axle~~
~~(Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ..... Free~~

2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System..... $1.50 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ..... Free

~~3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System or Colombia-Solidarity Bridge ..... $1.00 @ Axle~~
~~(Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ..... Free~~

3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System ..... $1.40 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ..... Free

~~4. Commercial Vehicles~~
~~All commercial vehicles ..... $2.75 @ Axle~~

4. Commercial Vehicles
   All commercial vehicles ..... $3.75 @ Axle

Exhibit "A"

5. Overweights (with permit)

80,001 lbs – 100,000 lbs	$50.00
100,001 lbs – 120,000 lbs	$75.00
120,001 lbs – 140,000 lbs	$100.00
140,001 lbs – 160,000 lbs	$125.00
160,001 lbs – 180,000 lbs	$150.00
180,001 lbs – Over	$175.00

6. Overweights (Without permit)

		Penalty Fee		U-Turn Violation Fee
80,001 lbs – 100,000 lbs	$ 50.00 +	$500.00 +		$500.00
100,001 lbs – 120,000 lbs	$ 75.00 +	$500.00 +		$500.00
120,001 lbs – 140,000 lbs	$100.00 +	$500.00 +		$500.00
140,001 lbs – 160,000 lbs	$125.00 +	$500.00 +		$500.00
160,001 lbs – 180,000 lbs	$150.00 +	$500.00 +		$500.00
180,001 lbs – Over	$175.00 +	$500.00 +		$500.00

All commercial vehicles over 80,000 lbs. must obtain a permit from the Traffic Department of the City of Laredo prior to crossing any Bridge designated by the City of Laredo as a commercial International Bridge (Colombia Solidarity Bridge or World Trade Bridge). Failure to obtain this permit will result in an additional $500.00 penalty fee at time of crossing. Failure to comply with the City of Laredo Bridge System U-Turn procedure at it's International Bridges will result in an additional $500.00 U-Turn violation fee. The entire bridge toll including the penalty fee and the violation fee, must be paid prior to allowing any use of the City of Laredo International Bridges.

7. Swipe Card Administrative Fee
   For Southbound Commercial Vehicles .....$1.00@ Swipe Card

Exhibit "A"

COUNCIL COMMUNICATION

DATE:	SUBJECT: **RESOLUTION NO. 2007-R-058**
08/06/07	Authorizing the City Manager to accept a grant award from the Department of Homeland Security, SAFER Grants Program in the amount of $1,552,500.00 with the City designating $2,072,801.00 in matching funds for a total of $3,625,301.00 over a five year period to hire fifteen (15) firefighters. The City would be required to fund at least: 10 % in the first year, 20% in the second year, 50% in the third year, 70% in the fourth year and 100% in the fifth year.

INITIATED BY:	**STAFF SOURCE:**
Cynthia Collazo, Deputy City Manager	Luis F. Sosa, Jr., Fire Chief

PREVIOUS COUNCIL ACTION: On June 19, 2006 City Council authorized the City Manager to submit a grant application to the Department of Homeland Security SAFER Grant Program with resolution 2006-R-070.

BACKGROUND: The purpose of the SAFER grant is to award funds directly to career fire departments to help their cadre of firefighters. Ultimately, the goal is for SAFER grantees to enhance their ability to attain safe and appropriate staffing and thus assuring our communities have adequate protection from fire and fire-related hazards. The SAFER grant will help our Fire Department attain this goal by hiring firefighters to reinforce our current strength.

FINANCIAL IMPACT:

	First Year	Second Year	Third Year	Fourth Year	Fifth Year	**Total**
PERSONNEL	497,640	521,278	546,039	571,975	599,144	**2,736,076**
BENEFITS	161,733	169,415	177,463	185,892	194,722	**889,225**
FEDERAL SHARE	558,900	496,800	310,500	186,300	0	**1,552,500**
APPLICANT SHARE	**100,473**	**193,893**	**413,002**	**571,567**	**793,866**	**2,072,801**
TOTAL	**659,373**	**690,693**	**723,502**	**757,867**	**793,866**	**3,625,301**

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N/A	Staff recommends that this Ordinance be adopted by City Council.

RESOLUTION NO. 2007-R-058

Authorizing the City Manager to accept a grant award from the Department of Homeland Security, SAFER Grants Program in the amount of $1,552,500.00 with the City designating $2,072,801.00 in matching funds for a total of $3,625,301.00 over a five year period to hire fifteen (15) firefighters. The City would be required to fund at least: 10 % in the first year, 20% in the second year, 50% in the third year, 70% in the fourth year and 100% in the fifth year.

WHEREAS, the purpose of the SAFER grant is to award funds directly career fire departments to help their cadre of firefighters. Ultimately, the goal is for SAFER grantees to enhance their ability to attain safe and appropriate staffing and thus assuring our communities have adequate protection from fire and fire-related hazards. The SAFER grant will help our Fire Department attain this goal by hiring firefighters to reinforce our current strength; and

WHEREAS, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

WHEREAS, This grant will partially pay for the salaries and benefits of 15 full time firefighters over a five year period; and

WHEREAS, the City Council for the City of Laredo, Texas desires enhance current emergency services offered to the public by increasing the strength of our Fire Department.

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

Section 1: It authorizes the City Manager to accept a grant award from the Department of Homeland Security, SAFER Grants Program in the amount of $1,552,500.00 with the City designating $2,072,801.00 in matching funds for a total of $3,625,301.00 over a five year period to hire fifteen (15) firefighters. The City would be required to fund: 10 % in the first year, 20% in the second year, 50% in the third year, 70% in the fourth year and 100% in the fifth year.

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

Section 3: Under the 5 year program, the City will be required to fund at least: 10% of the 1st year's funding; 20% of the 2nd year's; 50% of the 3rd year's; 70% of the 4th year's and 100% of the 5th year's, the formula which is shown herein:

	First Year	Second Year	Third Year	Fourth Year	Fifth Year	**Total**
PERSONNEL	497,640	521,278	546,039	571,975	599,144	**2,736,076**
BENEFITS	161,733	169,415	177,463	185,892	194,722	**889,225**
FEDERAL SHARE	558,900	496,800	310,500	186,300	0	**1,552,500**
APPLICANT SHARE	**100,473**	**193,893**	**413,002**	**571,567**	**793,866**	**2,072,801**
TOTAL	**659,373**	**690,693**	**723,502**	**757,867**	**793,866**	**3,625,301**

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____2007.

_____
RAUL G. SALINAS, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR., CITY SECRETARY

APPROVED AS TO FORM:

_____
VALERIA ACEVEDO, ACTING CITY ATTORNEY

Office of Grants and Training
Preparedness Directorate
U.S. Department of Homeland Security
Washington, D.C. 20531

Homeland Security

Mr. Eloy Vega
Laredo Fire Department
#1 Guadalupe
Laredo, Texas 78040-5198

Re: Grant No.EMW-2006-FF-04283

Dear Mr. Vega:

On behalf of the Office of Grants and Training, I am pleased to inform you that your grant application submitted under the FY 2006 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. The Office of Grants and Training is responsible for carrying out the Federal responsibilities of administering your grant. The approved project costs total to $3,625,301.00. The Federal share is $1,552,500.00 of the approved amount and your share of the costs is $2,072,801.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.**

The first step in requesting your grant funds is to confirm your correct Direct Deposit Information. Please go on-line to the AFG eGrants system at **www.firegrantsupport.com** and if you have not done so, complete and submit your SF 1199A, Direct Deposit Sign-up Form. Please forward the original, completed SF 1199A, Direct Deposit Sign-up Form, signed by your organization and the banking institution to the address below:

Department of Homeland Security
Emergency Preparedness and Response Directorate (FEMA)
Grants Management Branch
500 C Street, SW, Room 334
Washington, DC 20472

Attn: Staffing Adequate Fire and Emergency Response (SAFER)

After your SF 1199A is reviewed and you receive an email indicating the form is approved, you will be able to request payments online. . Awardees will draw the Federal Share of the awarded amount on a reimbursement basis no more frequently than quarterly. If you have any questions or concerns regarding the process to request your grant funds, please call 1-877-274-0960.

Sincerely,

Corey Gruber
Acting Assistant Secretary
Office of Grants and Training

Agreement Articles

U.S. Department of Homeland Security
Washington, D.C. 20531

AGREEMENT ARTICLES

STAFFING ADEQUATE FIRE AND EMERGENCY RESPONSE - Hiring program

GRANTEE: Laredo Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2006-FF-04283

AMENDMENT NUMBER:

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Article I - Project Description

The grantee shall perform the work described in the approved grant application's Program Narrative. That narrative is made a part of these grant agreement articles by reference. The SAFER Program is to award grants directly to volunteer, combination, and career fire departments to help the departments increase their cadre of firefighters.

After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are

made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval. Any material deviation from the approved program narrative will result in the grantee being in default of the grant agreement. This may result in requiring the recipient to return a portion or the entire grant funding.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **16-MAY-07 to 15-MAY-12**.

Grantees under the Hiring of Firefighters Activity must agree to a five-year commitment during which the Federal contribution toward the costs of the salaries and benefits will diminish over the course of the performance period. Grantees under the Recruitment and Retention Activity will have a period of performance up to four years depending on the scope of work outlined in their original grant application.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. A "recruitment period" of ninety (90) days will be provided for all grantees under both activities. Under the Hiring of Firefighters Activity as well as the Recruitment and Retention Activity, the five-year period of performance will start after this recruitment period. Under the Hiring of Firefighters Activity, if an awardee fills their awarded firefighter positions during the 90-day recruiting period, they will be afforded credit toward the final 12 months of the grant performance period, when the grantee must fund the entire salary. There will be no extensions to any SAFER grants. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel	$2,736,076.00
Fringe Benefits	$889,225.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$3,625,301.00

Article V - Requests for Advances or Reimbursements

Grant payments under the SAFER grants are made on a reimbursable basis only. Awardees will draw the Federal share of the awarded amount on a reimbursable basis, i.e., grant funds will reimburse the grantee for actual expenses incurred in the previous quarter. When the grantee needs grant funds, the grantee fills out the on-line Request for Reimbursement which is in the Manage Grant module of the on-line grant application.

Article VI - Budget Changes

Occasionally, due to successful competitive bid processes, breaks in service etc, some grantees have funds remaining after the completion of their obligations outlined above. Grantees awarded under the Hiring of Firefighters Activity that completes the approved scope of work and still has grant funds available must return all excess funds to the grants program office. Grantees awarded under the Recruitment and Retention Activity that have completed the approved scope of work and still has grant funds available may use the excess funds to continue with recruitment or retention activities consistent with the original scope of work, as long as it is within the originally approved period of performance. No extensions to the period of performance will be granted.

Article VII - Financial Reporting

The Request for Reimbursement mentioned above, will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must provide periodic performance reports in conjunction with the quarterly payment requests to the AFG program office. Performance reports must be submitted after each quarter even if funds are not requested. In the fifth and final grant year for grants involving the Hiring of Firefighters, grantees will have to submit a performance report at the mid-point of the year and then at grant closeout. All grantees will be required to produce a final report on how grant funding was used and the benefits realized from the award. An accounting of the grant funds must also be included in the performance reports. The quarterly reports are due within 30 days of the end of each quarter (every three months) of the performance period.

Article IX - DHS Officials

Program Officer: Glenn Gaines is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. Any member of the SAFER program staff may be contacted at 1-866-274-0960.

Grants Assistance Officer: Sheila Parker-Darby is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please contact Sheila Parker-Darby at 1-866-274-0960.

Grants Management Branch POC: Lawrence White is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call 703-605-0756.

Article X - Other Terms and Conditions

Pre-award costs are not allowable under the SAFER grant program.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative

	agreements to state and local governments
Part 17	Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)
Part 18	New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-122 Cost Principles for Non-Profit Organizations

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend $500,000.00 or more in Federal funds in one year (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Additional Requirements if applicable (max 4000 characters)

FY 2006 Staffing for Adequate Fire and Emerg

Direct Deposit Sign-up Form

Listed below is the information you entered for the Direct Deposit Sign-up form.

Reference Award Number: EMW-2006-FF-04283

A. Organization Information	
* Organization Name	Laredo Fire Department
* Address 1	#1 Guadalupe
Address 2	
* City	Laredo
* State	Texas
* Zip code	78040 5198
* Telephone Number	9567942913
* EIN	74-6001157
B. Name of person(s) entitled to payment	
* Last Name	Vega
Middle Initial	
* First Name	Eloy
C. Claim or payroll ID Number	
Prefix	74-6001157
Suffix	
D. Type of Deposit Account	Checking
E. Account Information	
* Depositor Routing Number	114921415
* Depositor Account Number	0370002148
F. Type of Payment	Other, Grant
G. This box for allotment of payment only (if applicable)	
Type	
Amount	

Payee/Joint Payee Certification	Joint Account Holder's Certification (optional)
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.	I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

Signature	Date	Signature	Date
Signature	Date	Signature	Date

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2006-FF-04283	0	74-6001157	AWARD	W437661N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Laredo Fire Department #1 Guadalupe Laredo Texas, 78040-5198	ODP/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 POC: Lawrence White 703-605-0756	ODP/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Eloy Vega	9567942913	Tom Harrington	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
16-MAY-07	SF-270	Cost Sharing	From:16-MAY-07 To:15-MAY-12 Budget Period From:20-OCT-06 To:30-SEP-07

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (AACS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.044	2007-62-0633RE-63000000-4101-R	$0.00	$1,552,500.00	$1,552,500.00	$2,072,801.00
		TOTALS	$0.00	$1,552,500.00	$1,552,500.00	$2,072,801.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Sheila Parker Darby	23-JAN-07

Go Back

COUNCIL COMMUNICATION

DATE:	SUBJECT: **Resolution NO. 2007-R-060**
8-6-2007	1. Accepting the conveyance from San Isidro Southeast, Ltd., of Lot 22, Block 1, San Isidro Ruidoso Subdivision, Unit I by deed in the form attached as Exhibit A; and hereby dedicating said Lot 22, Block 1, San Isidro Ruidoso Subdivision as a city park to be called Ruidoso Park; and 2. Accepting the conveyance from San Isidro Southeast, Ltd., of Lot 6-B, Block 8, San Isidro Taos Subdivision, Unit III by deed in the form attached as Exhibit B; and hereby dedicating said Lot 6-B, Block 8, San Isidro Taos Subdivision, Phase III as a city park to be called Taos Park; and 3. Accepting the conveyance of a tract of land of 49.256 acres from San Isidro Southeast, Ltd., by deed in the form attached as Exhibit C and authorizing City Manager to execute a termination of the maintenance agreement related to said 49.256 acres in the form attached hereto as Exhibit D. 4. Accepting the conveyance of a tract of land of 2.153 acres from San Isidro Southeast, Ltd., by deed in the form attached as Exhibit E and authorizing City Manager to execute a termination of the agreement for earthen drainage channel related to said 2.153 acres in the form attached hereto as Exhibit F.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Jr. Assistant City Manager	Miguel A. Pescador Parks and Recreation Director Riazul I. Mia Environmental Services Department Director

PREVIOUS COUNCIL ACTION:
N/A.

BACKGROUND:

On 01/31/06, the San Isidro Southeast Quadrant Master Plan was presented to the Parks Advisory Committee. According to service plan in annexation agreement, approved by Ordinance No. 93-0-256 dated December 20, 1993, the total parkland required for this master plan is 20.84 ac.

For this 20.84 acres, the developer proposed the dedication of a total of 14.40 acres for parkland and providing park improvements equivalent in value to $225,400.00 to the City of Laredo in lieu of the remaining 6.44 acres [at a rate of $35,000 per acre].

Continued on next page

FINANCIAL IMPACT:

1. San Isidro East will contribute $4,800.00 to the Parks Department for hard wire controllers for the irrigation system north of San Isidro Parkway;
2. San Isidro East will pay $48,576.00, as a remaining balance of required parkland dedication fees;
3. San Isidro East will provide $10,000 to the Environmental Services Department for maintenance of the drainage channel and detention pond.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
The Parks Advisory Committee Recommends approval of this item	Approval is recommended

BACKGROUND: CONTINUATION FROM PAGE 1.

To date, park improvements in the amount of $176,824.00 have been completed. The remaining balance of $48,576.00 will be paid in cash and accepted by city in lieu of the parkland requirement.

As to the proposed dedication for parkland the 14.40 acres is comprised of the following tracts:

1 acre: platted as Lot 22, Block 1, San Isidro Ruidoso Subdivision, Unit I [to be conveyed to City and dedicated as a park;
4.4 acres: platted as Lot 6-B, Block 8, San Isidro Taos Subdivision, Unit III [to be conveyed to City and dedicated as a park;
1.6 acres: platted as Lot 14, Block 1, San Isidro Amazonia Subdivision, Phase V [to be developed as a private park and managed by a lot owners' association;
4.4 acres: [a partial credit out of 49.253 acres of land being conveyed to City for drainage being part of the drainage easement on the north side of San Isidro Parkway, this part to be used as parkland]; and
3.0 acres: [a partial credit out of 49.253 acres of land being conveyed to City for drainage being part of the drainage easement and detention pond on the south side of San Isidro Parkway; this part to be used as parkland].
for a total of 14.40 acres, and as to the 6.44 acres, the amount of $225,400.00, park improvements have been completed by the developer equivalent to the amount of $176,824.00.

The Parks Advisory Committee approved the proposed parkland dedication and the contribution by developer in lieu of parkland dedication required as to some acreage, provided that

1. the improvements shall be approved by the City Parks & Rec. staff prior to installation and/or construction; and
2. the improvements will be built and installed within a specific time frame by the Parks and Recreation Department.

In exchange for the conveyance of the 49.256 acres and the 2.15 acres to the City as part of its drainage system, the city agrees to terminate the developer's responsibility for the same under the two maintenance agreements currently in effect, so that the city will have responsibility for the drainage as to those two parcels.

RESOLUTION NO. 2007-R-060

1. ACCEPTING THE CONVEYANCE FROM SAN ISIDRO SOUTHEAST, LTD., OF LOT 22, BLOCK 1, SAN ISIDRO RUIDOSO SUBDIVISION, UNIT I, BY DEED IN THE FORM ATTACHED AS EXHIBIT A; AND HEREBY DEDICATING SAID LOT 22, BLOCK 1, SAN ISIDRO RUIDOSO SUBDIVISION, UNIT I, AS A CITY PARK TO BE CALLED RUIDOSO PARK;

2. ACCEPTING THE CONVEYANCE FROM SAN ISIDRO SOUTHEAST, LTD., OF LOT 6B, BLOCK 8, SAN ISIDRO TAOS SUBDIVISION, UNIT III, BY DEED IN THE FORM ATTACHED AS EXHIBIT B; AND HEREBY DEDICATING SAID LOT 6B, BLOCK 8, SAN ISIDRO TAOS SUBDIVISION, UNIT III, AS A CITY PARK TO BE CALLED TAOS PARK;

3. ACCEPTING THE CONVEYANCE OF A TRACT OF LAND OF 49.256 ACRES FROM SAN ISIDRO SOUTHEAST, LTD BY DEED IN THE FORM ATTTACHED AS EXHIBIT C AND AUTHORIZING CITY MANAGER TO EXECUTE A TERMINATION OF THE MAINTENANCE AGREEMENT RELATED TO SAID 49.256 ACRES, IN THE FORM ATTACHED AS EXHIBIT D; AND

4. ACCEPTING THE CONVEYANCE OF A TRACT OF LAND OF 2.153 ACRES FROM SAN ISIDRO DEVELOPMENT COMPANY, L.C. BY DEED IN THE FORM ATTACHED AS EXHIBIT E; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION OF THE AGREEMENT FOR EARTHEN DRAINAGE CHANNEL RELATED TO SAID 2.153 ACRES IN THE FORM ATTACHED HERETO AS EXHIBIT F

WHEREAS, San Isidro Southeast, Ltd., wishes to convey two tracts of land as part of the park requirement in conjunction with its platting of San Isidro Ruidoso Subdivision, Unit I, and San Isidro Taos Subdivision, Unit III; and

WHEREAS, San Isidro Southeast, Ltd, wishes to convey two parcels of land to the City for drainage purposes, one of 49.246 acres and one of 2.153 acres in return for City agreeing to terminate the related maintenance agreement [as to the 49.246 acre parcel] and the related agreement for earthen drainage channel [as to the 2.153 acre parcel]; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept a deed to the property described in Exhibit A and further finds it to be in the public interest and benefit to dedicate the same for park purposes, and to be named Ruidoso Park.

WHEREAS, the City Council finds it to be in the public interest and benefit to accept a deed to the deed as to the property described in Exhibit B and further finds it to be in the public interest and benefit to dedicate the same for park purposes, and to be named Taos Park.

WHEREAS, the City Council finds it to be in the public interest and benefit to accept deeds to the 49.256 and 2.153 acre parcels in the form attached as Exhibits C and E, to be used for municipal purposes, and primarily for drainage, and in return for the same to agree to authorize the City Manager to terminate the two related maintenance agreements pertaining to San Isidro Southeast, Ltd.'s responsibility for said two parcels, the terminations being in the form attached as Exhibit D and F.

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

Section 1: it accepts the conveyance from San Isidro Southeast, Ltd. of Lot 22, Block 1, San Isidro Ruidoso Subdivision, Unit I, by a special warranty deed in the form attached as Exhibit A; and

Section 2: It hereby dedicates the said Lot 22, Block 1, San Isidro Subdivision, Unit I as a park, to be known as Ruidoso Park; and

Section 3: it accepts the conveyance from San Isidro Southeast, Ltd. of Lot 6B, Block 8, San Isidro Taos Subdivision, Unit III, by a special warranty deed in the form attached as Exhibit B; and

Section 4: It hereby dedicates the said Lot 6B, Block 8, San Isidro Taos Subdivision, Unit III as a park, to be known as Taos Park.

Section 5: It accepts the conveyance of the 49,256 acre tract from San Isidro Southeast, Ltd., to the City by a special warranty deed in the form attached as Exhibit C, and authorizes the City Manager to execute a Termination of the Maintenance and Monitoring Agreement relating to the same tract, in the form attached as Exhibit D; andcopy of which termination is attached as Exhibit D; and

Section 6: It accepts the conveyance of the 2.153 acre tract from San Isidro Southeast, Ltd., to the City by a special warranty deed in the form attached as Exhibit E, and authorizes the City Manager to execute a Termination of Agreement for Earthen Drainage Channel relating to the same tract, in the form attached as Exhibit F. termination is attached as Exhibit F; and

Section 7: After execution of the six documents, staff are directed to have the executed originals Exhibits A,B, C, D, E and F filed of record in the Official Property Records of Webb County, Texas

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____DAY OF AUGUST, 2007

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANTHONY C. McGETTRICK
ACTING CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF WEBB §

SAN ISIDRO SOUTHEAST, LTD., ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, including the dedication of the Property by Grantee for park purposes, to Grantor in hand paid by the **CITY OF LAREDO, TEXAS** ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the receipt and sufficiency of which consideration is hereby acknowledged and confesses, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to the exceptions and restrictions set forth below, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

> The SURFACE ONLY of Lot Twenty-two (22), Block One (1), San Isidro Ruidoso Subdivision, Unit I, situated in the City of Laredo, Webb County, Texas, according to map or plat recorded in Volume 21, Pages 26 - 27, Map Records of Webb County, Texas.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors an assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided however that this conveyance is made by Grantor and accepted by Grantee subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Webb County, Texas, affecting the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE

EXHIBIT
1

PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

EXECUTED AND DELIVERED the _____ day of _____, 2007.

SAN ISIDRO SOUTHEAST, LTD.

By: San Isidro Management, L.C.
Its: General Partner

_____
By: Pat Murphy, Vice President

ACCEPTED BY:

CITY OF LAREDO

By:_____
Name: Carlos Villarreal
Title: City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the _____ day of _____, 2007, by Pat Murphy, Vice President of San Isidro Management, L.C., general partner of SAN ISIDRO SOUTHEAST, LTD.

_____
Notary Public in and for the
State of Texas

Prepared in the Law Office:

DANIEL J. DAVIS
UPTON, MICKITS, HARDWICK & HEYMANN, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78470

After recording return to

Anthony C. McGettrick
Acting City Attorney
1110 Houston
Laredo, Texas 78040

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF WEBB §

SAN ISIDRO SOUTHEAST, LTD., ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, including the dedication of the Property by Grantee for park purposes, to Grantor in hand paid by the **CITY OF LAREDO, TEXAS** ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the receipt and sufficiency of which consideration is hereby acknowledged and confesses, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to the exceptions and restrictions set forth below, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

> The SURFACE ONLY of Lot Six B (6B), Block Eight (8), San Isidro Taos Subdivision, Phase III, situated in the City of Laredo, Webb County, Texas, according to map or plat recorded in Volume 25, Page 54, Map Records of Webb County, Texas.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors an assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided however that this conveyance is made by Grantor and accepted by Grantee subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Webb County, Texas, affecting the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

EXHIBIT
2

EXECUTED AND DELIVERED the _____ day of _____, 2007.

SAN ISIDRO SOUTHEAST, LTD.

By: San Isidro Management, L.C.
Its: General Partner

_____
By: Pat Murphy, Vice President

ACCEPTED BY:

CITY OF LAREDO

By: _____
Carlos R. Villarreal
City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the _____ day of _____, 2007, by Pat Murphy, Vice President of San Isidro Management, L.C., general partner of SAN ISIDRO SOUTHEAST, LTD.

_____
Notary Public in and for the
State of Texas

Prepared in the Law Office:

DANIEL J. DAVIS
UPTON, MICKITS, HARDWICK & HEYMANN, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78470

After recording return to

Anthony C. McGettrick
Acting City Attorney
1110 Houston
Laredo, Texas 78040

TERMINATION OF AGREEMENT FOR EARTHEN DRAINAGE CHANNEL

THIS TERMINATION AGREEMENT, made and entered into this _____ day of June 2007 by and between **SAN ISIDRO MCPHERSON NO. 3 SUBDIVISION, INC.**, hereinafter called the "Assignee", and the **CITY OF LAREDO, TEXAS**, hereinafter called the "City", collectively the City and Assignee are the "Parties".

WITNESSETH

WHEREAS, the San Isidro Development, L.C., the "Landowner" is the owner of 2.153 acres, Laredo, Webb County, Texas described in the attached Exhibit "A"and made a part hereof, for all purposes hereinafter referenced to as the "Property".

WHEREAS, the City, and the Assignee agree that the health, safety and welfare of the residents of the City of Laredo, Texas, required the Landowner to build and maintain an Earthen Drainage Channel ("Drainage Facilities") on the Property in connection with the Landowner's development of the San Isidro Ranch;

WHEREAS, the City and the Landowner entered into an Agreement for Earthen Drainage Channel dated August 19, 1997 and recorded in Volume 560, Page 010 of the Official Public Records of Laredo, Webb County, Texas ("Drainage Agreement") that required the Landowner to construct and adequately maintain the Drainage Facilities and to prohibit construction on the Drainage Facilities; and

WHEREAS, Landowner assigned its obligations under the Drainage Agreement to Assignee by Assignment and Assumption of Developer's Agreement for Earthen Drainage Channel Agreement dated July 9, 2002 and being recorded in Volume 1242 Page 382 of the Official Public Records of Webb County, Texas ("Assignment"); and

WHEREAS, the City and Assignee desire to terminate the Drainage Agreement and the obligations of the Assignment; and

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration and the foregoing premises, the mutual covenants contained herein and the following terms and conditions, the Parties hereto agree as follows:

1. The Landowner constructed the Drainage Facilities in accordance with all plans and specifications identified in the construction plans for the San Isidro Parkway Subdivision Unit 1 and in the Manadas Creek Drainage Improvements.

2. The Landowner and Assignee maintained the Drainage Facilities in good working condition acceptable to the City. The Drainage Facilities are

EXHIBIT

3

presently performing their design function. The City has made the final inspection of the Drainage Facilities and the City has determined the Drainage Facilities are working properly in accordance with the design function. The City herein agrees to assume all further and future responsibility and liability for all maintenance, monitoring, repair and operation of the Drainage Facilities identified in the Drainage Agreement. The Drainage Agreement and Assignment are hereby terminated.

3. The City is fully responsible for all future maintenance, monitoring, operation and repair to the Drainage Facilities.

4. The Landowner, by even date herewith, is conveying by a Special Warranty Deed the Property to the City and the City is herein accepting the Property and all Drainage Facilities and improvements located on the Property.

5. It is herein expressly agreed between the Assignee and the City that the Drainage Agreement is terminated and shall not constitute a covenant and restrictions running with the land and/or equitable servitude and shall not be binding on the Assignee, Landowner, or their successors or assigns from and after the date herein.

ASSIGNEE:

SAN ISIDRO MCPHERSON NO. 3 SUBDIVISION, INC.

By:_____

_____, President

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the _____day of _____, 2007, by _____, President, SAN ISIDRO MCPHERSON NO. 3 SUBDIVISION, INC., on behalf of said corporation.

_____
Notary Public and for the State of Texas

CITY:

CITY OF LAREDO, TEXAS

By:_____
Carlos Villarreal
City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on this _____day of _____2007 by Carlos R. Villarreal, City Manager of the City of Laredo, a municipal corporation, on behalf of said municipal corporation.

GIVEN UNDER MY HAND this the _____day of _____2007.

_____
Notary Public and for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

Anthony C. McGettrick
Acting City Attorney

X:\Dilworth Group\San Isidro Southeast\Detention docs\Termination of Agreement for Earthen Drainage Channel (2).doc

HARRY JEWETT ASSOCIATES

Engineers ▾ Planners ▾ Consultants

EXHIBIT "A"

A description of a 2.153 acre drainage easement situated in Porcion 22, Webb County, Texas, being a portion of that certain 2,307.116 acre tract called 2,389.5 acres, known as San Isidro Ranch, conveyed to B. Dilworth by Deed Recorded in Volume 220, Pages 148-150 of the Deed Records of said County, said 2.153 acres being more particularly described by metes and bounds as follows:

COMMENCING: At a ½ inch iron rod in concrete found in the east right-of-way (R.O.W.) line of McPherson Road, a dedicated 120-foot R.O.W. by Deed Recorded in Volume 317, Page 146 of the said Deed Records;

THENCE: Along the said east R.O.W. line, N 31°48'18" E, 206.50 feet to a 1/2 inch iron rod set for the POINT OF BEGINNING and the most westerly corner hereof;

THENCE: Continuing along the said east R.O.W. line, N 31°48'18" E, 231.07 feet to a 1/2 inch iron rod set for the most northerly corner hereof;

THENCE: Departing the said east R.O.W. line, crossing said B. Dilworth tract, the following three (3) courses:

1. S 52°40'31" E, 394.66 feet to a 1/2 inch iron rod set for the most easterly corner hereof,

2. A distance of 237.84 feet along the arc of a curve to the left whose radius is 1000.00 feet, central angle is 13°37'39" and whose chord bears S 23°05'15" W, 237.29 feet to a 1/2 inch iron rod set for the most southerly corner hereof, and

3. N 52°40'31" W, 430.79 feet to the POINT OF BEGINNING containing 2.153 acres of land more or less.

* * *

STATE OF TEXAS
HARRY W. JEWETT III
2994
PROFESSIONAL ENGINEER AND SURVEYOR

July 28, 1997

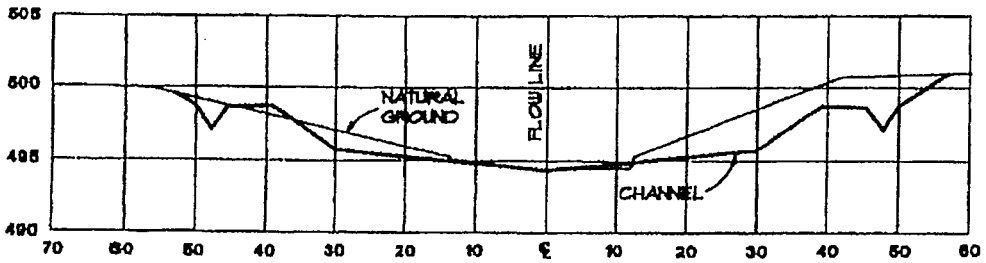
D:\WPWIN2\JOBS\1997\970107\FLDNTS3.WPD

2611 North Main Avenue ▲ San Antonio, Texas 78212-2920 ▲ (210) 737-3417 ▲ (210) 733-5384 Fax

560 015

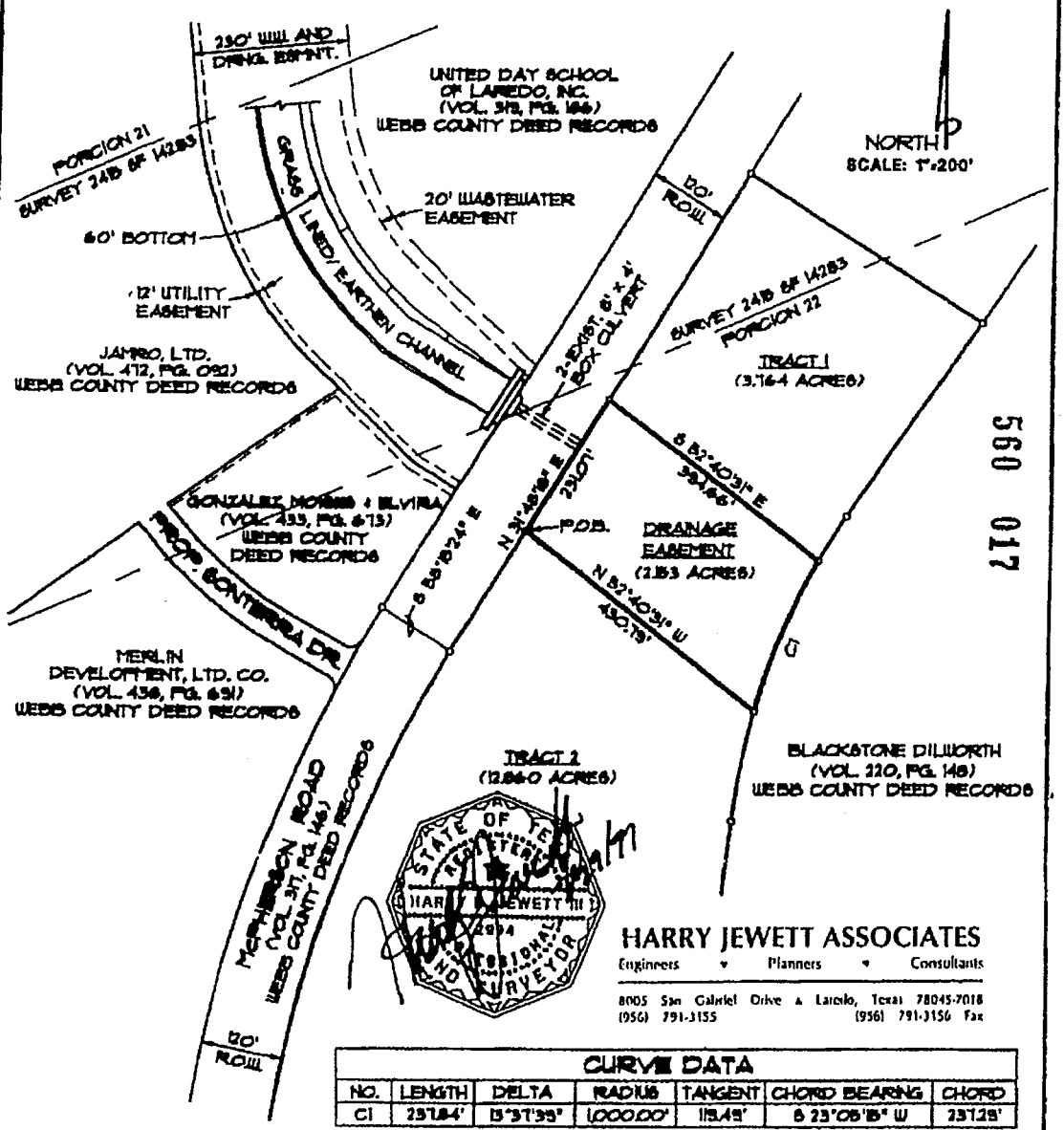
EXHIBIT "A"

SKETCH TO ACCOMPANY FIELD NOTES



TYPICAL CROSS SECTION

SCALE: 1"=20' HORIZ. / 1"=10' VERT.



CURVE DATA						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	237.84'	13°37'39"	1,000.00'	119.49'	S 23°08'15" W	237.29'

560 017

4

TERMINATION OF MAINTENANCE AND MONITORING AGREEMENT
BMP FACILITIES
MAINTENANCE/MONITORING AGREEMENT

THIS TERMINATION AGREEMENT, made and entered into this _____ day of _____ 2007 by and between **SAN ISIDRO SOUTHEAST, LTD.**, hereinafter called the "Landowner", and the **CITY OF LAREDO, TEXAS**, hereinafter called the "City", collectively the City and Landowner are the "Parties".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as follows:

49.256 acres, more or less being out of a 325.789 acre parcel situated in Porcion 21 and 22 School File 14283, Laredo, Webb County, Texas more particularly described in Exhibit "A" attached hereto and made a part hereof, for all purposes hereinafter referred to as the "Property".

WHEREAS, the City and the Landowner agree that the health, safety and welfare of the residents of the City of Laredo, Texas, required the Landowner to build and maintain an on-site storm water management/best management practices facility ("Drainage Facilities") on the Property in connection with the Landowner's development of the San Isidro Ranch;

WHEREAS, the City and the Landowner entered into a Standard Maintenance and Monitoring Agreement/BMP Facilities dated September 19, 2001and recorded in Volume 1105, Page 486 of the Official Public Records of Laredo, Webb County, Texas ("Maintenance and Monitoring Agreement") that required the Landowner to construct and adequately maintain the Drainage Facilities for a two-year period of time; and

WHEREAS, the Maintenance and Monitoring Agreement contemplated that the City of Laredo upon final inspection of the Drainage Facilities would accept all responsibility for future maintenance, monitoring, repair and operation of the Drainage Facilities as identified in the Maintenance and Monitoring Agreement; and

WHEREAS, the City and Landowner desire to terminate the Maintenance and Monitoring Agreement; and

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration and the foregoing premises, the mutual covenants contained herein and the following terms and conditions, the Parties hereto agree as follows:

1. The Landowner has constructed the Drainage Facilities in accordance with all plans and specifications identified in the construction plans for the San Isidro Parkway Subdivision Unit 1 and in the Manadas Creek Drainage

EXHIBIT
4

Improvements.

2. The Landowner has made all subsequent modifications and improvements to the Drainage Facilities in accordance with all construction plans submitted to the City and approved by the City and the Federal Emergency Management Agency.

3. The Landowner has maintained the Drainage Facilities in good working condition acceptable to the City. The Drainage Facilities are presently performing their design function. The City has made the final inspection of the Drainage Facilities and the City has determined the Drainage Facilities are working properly in accordance with the design function. The City herein agrees to assume all further and future responsibility and liability for all maintenance, monitoring, repair and operation of the Drainage Facilities identified in the Maintenance and Monitoring Agreement. The Maintenance and Monitoring Agreement is hereby terminated.

4. The City is fully responsible for all future maintenance, monitoring, operation and repair to the Drainage Facilities.

5. The Landowner, by even date herewith, is conveying by a Special Warranty Deed the Property to the City and the City is herein accepting the Property and all Drainage Facilities and improvements located on the Property.

6. It is herein expressly agreed between the Landowner and the City that the Maintenance and Monitoring Agreement is terminated and shall not constitute a covenant running with the land and/or equitable servitude and shall not be binding on the Landowner, its successors or assigns from and after the date herein.

LANDOWNER:

SAN ISIDRO SOUTHEAST, LTD.

By San Isidro Management, L.C.
Its General Partner

_____

Pat Murphy, Vice President

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the _____day of _____, 2007, by PAT MURPHY, Vice President, SAN ISIDRO MANAGEMENT, L.C., General Partner of SAN ISIDRO SOUTHEAST, LTD., on behalf of said partnership.

_____
Notary Public and for the State of Texas

CITY:

CITY OF LAREDO, TEXAS

By:_____
Carlos Villarreal
City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on this _____day of _____2007 by Carlos R. Villarreal, City Manager of the City of Laredo, a municipal corporation, on behalf of said municipal corporation.

GIVEN UNDER MY HAND this the _____day of _____2007.

_____
Notary Public and for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

_____
Anthony C. McGettrick
Acting City Attorney

HARRY JEWETT ASSOCIATES

Engineers ▾ Planners ▾ Consultants

EXHIBIT "A"
FIELD NOTE DESCRIPTION
49.256 ACRE TRACT

A description of 49.256 acres of land out of Porcion 21 and 22 and School File 14283, Laredo, Webb County, Texas, being out of a 325.789 acre tract of land conveyed to San Isidro Southeast LTD. by a deed recorded in Volume 814, Page 636 of the Official Public Records of Webb County, Texas, said 49.256 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At a concrete monument located at the most southwest corner of a variable width drainage easement established by the San Isidro Parkway Dedication Plat, as recorded in Volume 20, Pages 91 and 92 of the Map Records of Webb County, Texas, said point also being the most southeast corner of Lot 3, Block 2, San Isidro McPherson No. 3, as recorded in Volume 18, pages 50 and 51, of the Map Records of Webb County, Texas and being the POINT OF BEGINNING of the herin described 49.256 acre tract of land;

THENCE: N. 06° 52' 34" E. along the west line of said variable width drainage easement and the east property line of said Block 2, San Isidro McPherson No.3 Subdivision for a distance of 539.94 feet to a point of curvature;

THENCE: Following a curve to the right continuing along the west line of said variable width drainage easement and Block 2, for a distance of 478.89 feet to a point of tangency, said curve having a radius of 1,000.00 feet, a central angle of 27° 26' 17", a chord bearing of N. 20° 35' 43" E. and a chord length of 474.32 feet;

THENCE: N. 34° 18' 51" E. for a distance of 352.43 feet to a point being the most northeasterly corner of San Isidro McPherson No. 3 Subdivision and continuing along the west line of said variable width drainage easement for a total distance of 1,191.61 feet to a point, said point being on the southerly right of way line of San Isidro Parkway;

THENCE: N.50° 41' 38" E. across San Isidro Parkway, a 170' right-of-way, for a distance of 179.68 feet to a point, said point being on the northerly right-of-way line of San Isidro Parkway;

THENCE N. 52° 05' 44" E. for a distance of 100.00 feet to a point being the most northwesterly corner of San Isidro Parkway Dedication Plat and the most southwesterly corner of the San Isidro Manadas Creek Plat and continuing along the west line the variable width drainage easement established by said

1105 460

San Isidro Manadas Creek Plat for a total distance of 2,631.17 feet to a point of curvature;

THENCE: Following a curve to the left continuing along the west line of said variable width drainage easement for a distance of 232.75 feet to a point of tangency, said curve having a radius of 266.00 feet, a central angle of 50° 08' 05", a chord bearing of S. 27° 01' 40" W. and chord length of 225.40 feet;

THENCE: N. 01° 57' 38" E. continuing along west line of said variable width easement for a distance of 1,316.03 feet to a point for corner, said point being on the southerly right-of-way line of Loop 20 (Bob Bullock Loop) and also being the most northwesterly corner of the San Isidro Manadas Creek Plat;

THENCE: Following a curve to the right along the southerly right-of-way line of Loop 20, for a distance of 189.65 feet to a point, said curve having a radius of 2524.79 feet, a central angle of 04° 18' 14", a chord bearing a N. 73° 38' 40" E. and a chord length of 189.61 feet, said point being the most northeasterly corner of the San Isidro Manadas Creek Plat;

THENCE: S. 01° 57' 38" W. departing from the southerly right-of-way line of Loop 20 and along the easterly line of said variable width drainage easement established by said San Isidro Manadas Creek Plat, for a distance of 293.64 feet to a point for corner;

THENCE S. 89° 59' 18" E. along said variable width drainage easement for a distance of 317.45 feet to a point for corner;

THENCE: S. 00° 00' 05" E. continuing along the easterly line of said variable width drainage easement for a distance of 383.89 feet to an angle point;

THENCE: S. 35° 12' 19" E. continuing for a distance of 204.27 feet to an angle point;

THENCE: S. 01° 44' 57" W. continuing for a distance of 357.22 feet to a point for corner;

THENCE: N. 88° 19' 05" W. continuing for a distance of 455.14 feet to a point for corner;

THENCE: S. 01° 57' 38" W. continuing along the easterly line of said variable width drainage easement for a distance of 186.90 feet to a point of curvature;

THENCE: Following a curve to the right continuing along the easterly line of said variable width drainage easement for a distance of 390.26 feet to a point of tangency, said curve having a radius of 446.00 feet, a central angle of 50° 08' 05", a chord bearing of S. 27° 01' 40" W. and a chord length of 377.93 feet;

THENCE: S. 52° 05' 44" W. continuing along the easterly line of said variable width drainage easement for a distance of 1,138.40 feet to a point far corner;

1105 490

EXHIBIT "A"

THENCE: S. 37° 54' 16" E. continuing for a distance of 25.00 feet to a point for corner,

THENCE: S. 52° 05' 44" W. continuing along the easterly line of said variable width drainage easement for a distance of 326.48 feet to a point being the most northwesterly corner of San Isidro Taos Subdivision, Unit 1 as recorded in Volume 21, Pages 28 and 29 of the Map Records of Webb County, Texas and continuing along the easterly line of said variable width drainage easement and westerly line of San Isidro Taos Subdivision, Unit 1 for a distance of 990.05 feet to a point being the most southeasterly corner of the San Isidro Mandas Creek Plat and the most north easterly corner of the San Isidro Parkway Dedication Plan and continuing for a total distance of 1,416.98 feet to a point on the northerly line of San Isidro Parkway, said point also being the most southwesterly corner of San Isidro Taos Subdivision, Unit 1;

THENCE: S. 27° 34' 47" W. across San Isidro Parkway, a 170' right-of-way, for a distance of 170.46 feet to a point, said point being on the southerly right-of-way line of San Isidro Parkway, said point also being the most northwesterly corner of San Isidro Ruidoso Subdivision, Unit 1 as recorded in Volume 21 Pages 26 and 27 of the Map Records of Webb County, Texas;

THENCE: S. 34° 18' 52" W. along the east line of the variable width drainage easement established by the San Isidro Parkway Dedication Plat and westerly line of San Isidro Ruidoso Subdivision, Unit 1 for a distance of 1,010.97 feet to a point for corner;

THENCE: S. 55° 41' 08" E. continuing for a distance of 447.82 feet to a point for corner;

THENCE: S. 23° 10' 04" E. continuing for a distance of 292.55 feet to a point for corner, said being the most southeast corner of the San Isidro Parkway Dedication Plat and most south westerly corner of San Isidro Ruidoso Subdivision, Unit 1 and also being on the south property line of the said 325.789 acre tract and the north property line of the Martin Resendez, Sr. Tract.

THENCE: S. 66° 49' 56" W. along the south property line of said 325.789 acre tract and north property line of the said Resendez Tract for a distance of 1, 157.50 feet to a point, said point being the POINT OF BEGINNING of the herein described tract of land containing 49.256 acres.

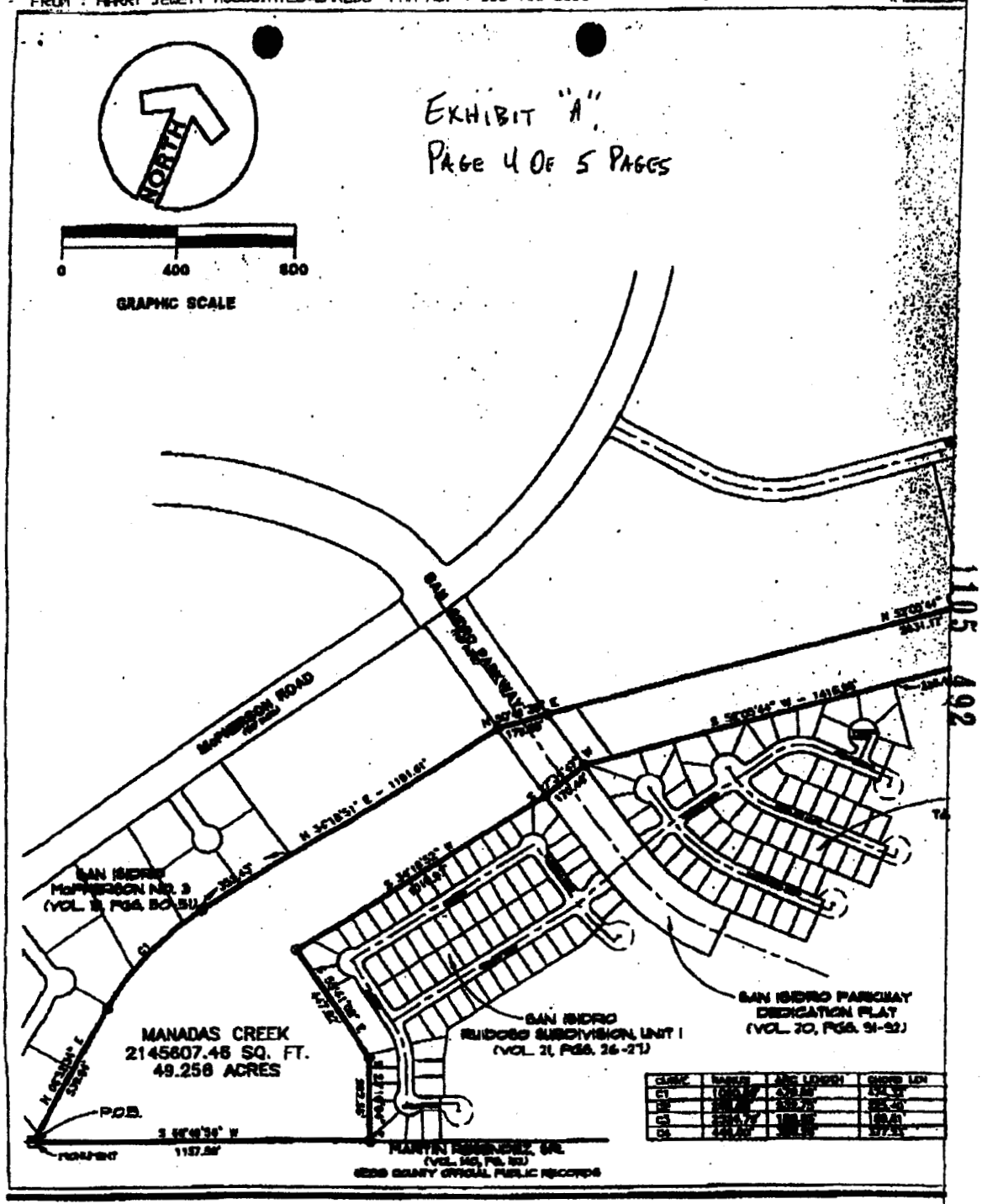
1105 491

* * *

JCH/HBJ
Job No.:
FEBRUARY 06, 2001

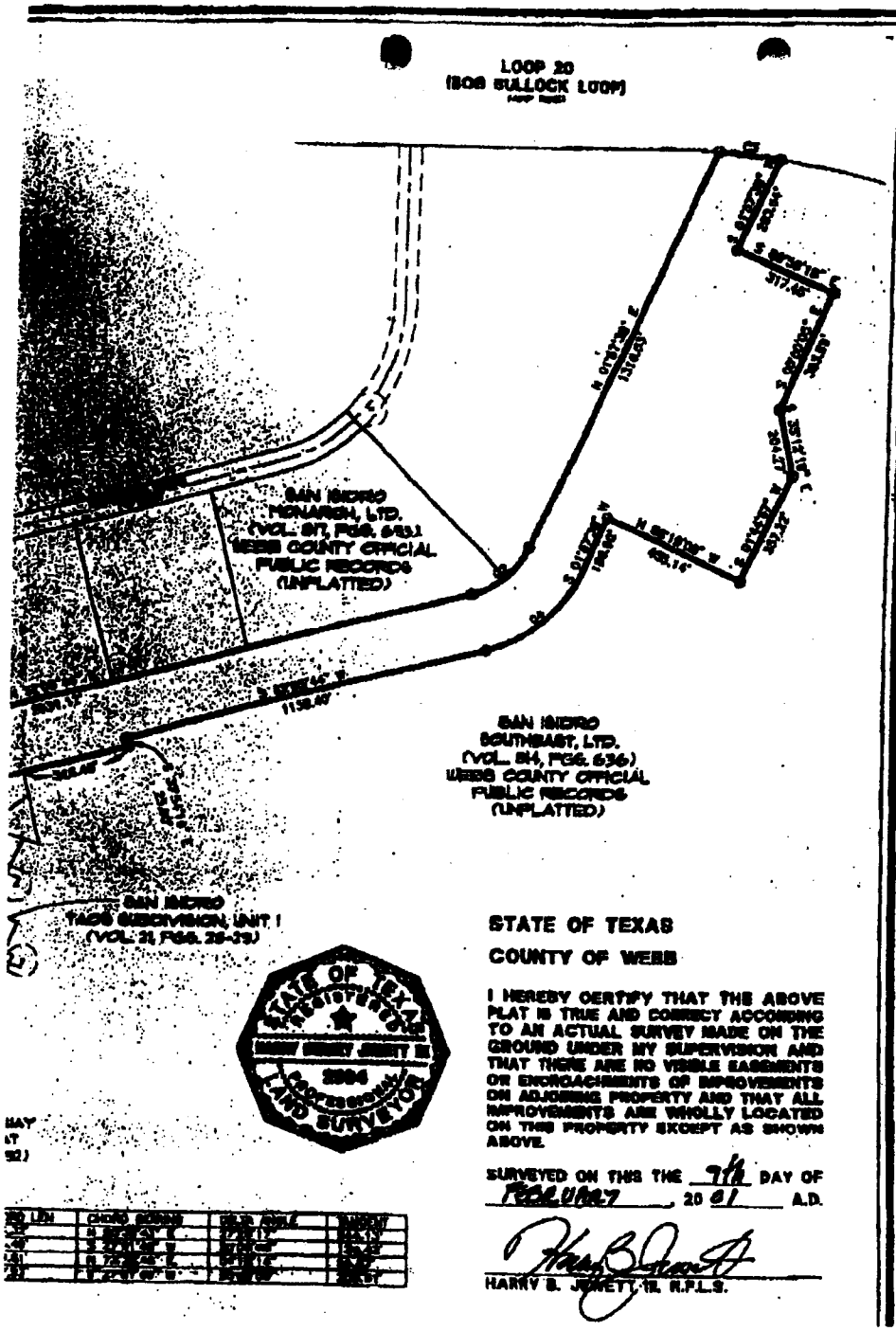
EXHIBIT "A"

EXHIBIT "A"
PAGE 4 OF 5 PAGES



1105 492

EXHIBIT "A", PAGE 5 OF 5 PAGES



STATE OF TEXAS
COUNTY OF WEBB

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF IMPROVEMENTS ON ADJOINING PROPERTY AND THAT ALL IMPROVEMENTS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

SURVEYED ON THIS THE 9th DAY OF FEBRUARY, 20 01 A.D.

HARRY B. JEWETT, III, R.P.L.S.

CURVE	LENGTH	CHORD BEARING	CHORD DISTANCE	DELTA ANGLE
C1	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]

FIELD NOTE DESCRIPTION FOR A 49.258 ACRE TRACT
MANADAS CREEK L.O.M.R. PROJECT
LAREDO, TEXAS
WEBB COUNTY

HARRY JEWETT ASSOCIATES
Engineers • Planners • Surveyors • Consultants
1111 Bartlett • Laredo, Texas 78041-1111 • 956/791-3156 • 956/791-3156 Fax

Job No.: 00139
Date: 2/2/01
Drawn by: HKW/JCH
Sheet: 1

1105 493

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

SAN ISIDRO DEVELOPMENT COMPANY, L.C., ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to the Grantor in hand paid by the **CITY OF LAREDO, TEXAS** ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to the exceptions set forth below, the surface only of the described real property, together with all improvements thereon, if any attached hereto as Exhibit "A" (the "Property").

TO HAVE AND TO HOLD the property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors, or assigns forever; and subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the property unto Grantee, Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided however that this conveyance is made by Grantor and accepted by Grantee subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Webb County, Texas, affecting the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS".

Grantee acknowledges and agrees that upon acceptance of this Deed, that Grantee assumes all responsibility for the Property and the continued maintenance, repair, monitoring and liabilities associated with the Property, its function and any improvements located thereon.

EXECUTED AND DELIVERED the _____ day of _____, 2007.

EXHIBIT
5

SAN ISIDRO DEVELOPMENT COMPANY, L.C.

By: _____

Name: _____

Title: _____

ACCEPTED BY:

CITY OF LAREDO

By: _____
Carlos R. Villarreal
City Manager

THE STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this _____ day of _____, 2007, by _____, _____, of **SAN ISIDRO DEVELOPMENT COMPANY, L.C.**,, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

Prepared in the Law Office of:

Daniel J. Davis
UPTON, MICKITS, HARDWICK & HEYMANN, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78470

After recording return to:

Anthony C. McGettrick
Acting City Attorney
1110 Houston
Laredo, Texas 78040

HARRY JEWETT ASSOCIATES

Engineers ▾ Planners ▾ Consultants

EXHIBIT "A"

A description of a 2.153 acre drainage easement situated in Porcion 22, Webb County, Texas, being a portion of that certain 2,307.116 acre tract called 2,389.5 acres, known as San Isidro Ranch, conveyed to B. Dilworth by Deed Recorded in Volume 220, Pages 148-150 of the Deed Records of said County, said 2.153 acres being more particularly described by metes and bounds as follows:

COMMENCING: At a ½ inch iron rod in concrete found in the east right-of-way (R.O.W.) line of McPherson Road, a dedicated 120-foot R.O.W. by Deed Recorded in Volume 317, Page 146 of the said Deed Records;

THENCE: Along the said east R.O.W. line, N 31°48'18" E, 206.50 feet to a 1/2 inch iron rod set for the POINT OF BEGINNING and the most westerly corner hereof;

THENCE: Continuing along the said east R.O.W. line, N 31°48'18" E, 231.07 feet to a 1/2 inch iron rod set for the most northerly corner hereof;

THENCE: Departing the said east R.O.W. line, crossing said B. Dilworth tract, the following three (3) courses:

1. S 52°40'31" E, 394.66 feet to a 1/2 inch iron rod set for the most easterly corner hereof,

2. A distance of 237.84 feet along the arc of a curve to the left whose radius is 1000.00 feet, central angle is 13°37'39" and whose chord bears S 23°05'15" W, 237.29 feet to a 1/2 inch iron rod set for the most southerly corner hereof, and

3. N 52°40'31" W, 430.79 feet to the POINT OF BEGINNING containing 2.153 acres of land more or less.

* * *

STATE OF TEXAS HARRY M. JEWETT III 2998 PROFESSIONAL LAND SURVEYOR

July 28, 1997

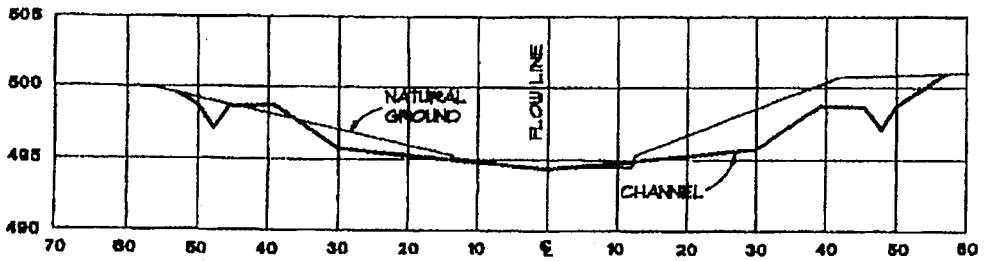
D:\WPWIN2\AJOBS\1997\97010\FLDNTS2.WPD

2611 North Main Avenue ▲ San Antonio, Texas 78212-2920 ▲ (210) 737-3417 ▲ (210) 733-5384 Fax

560 015

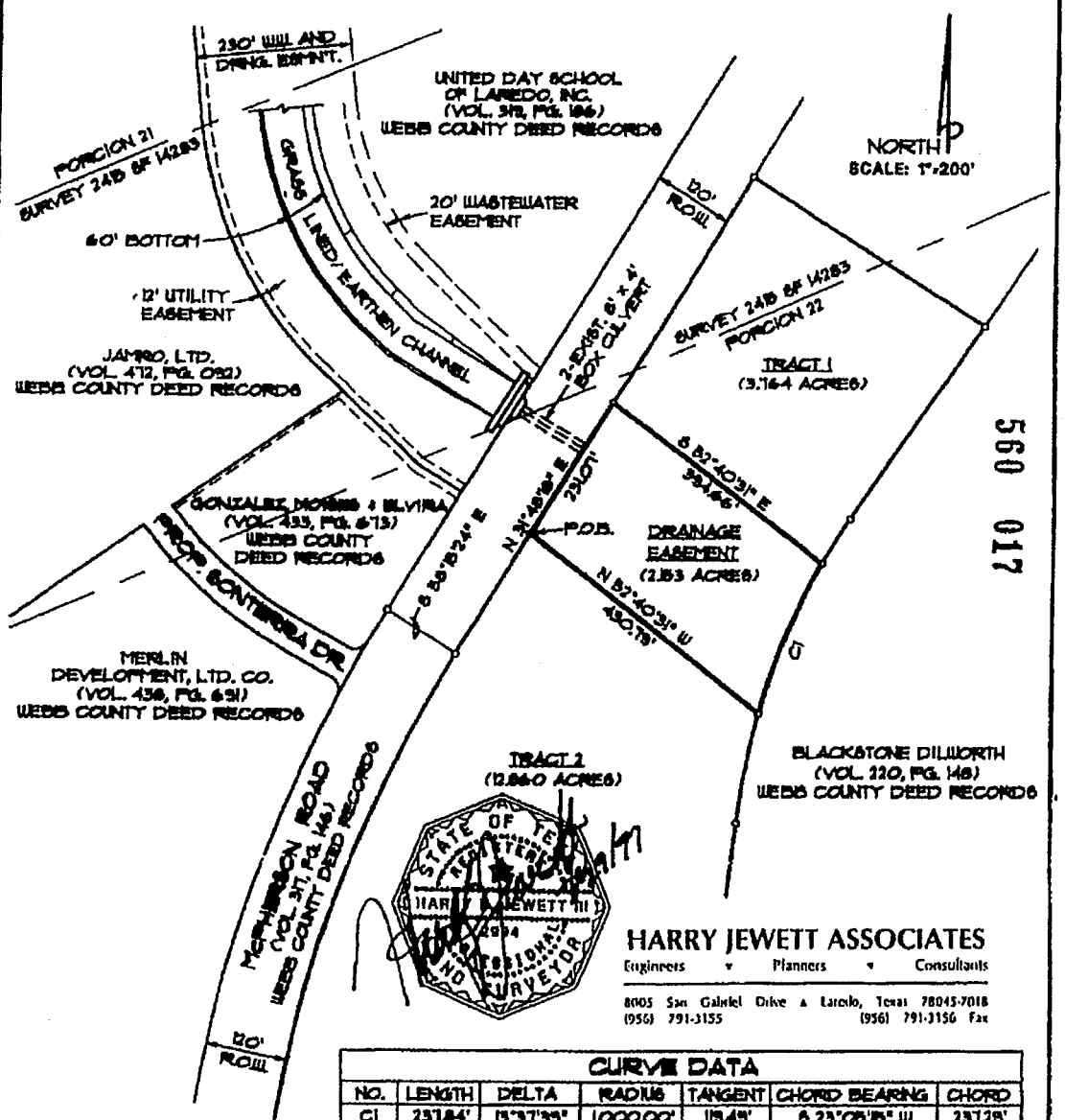
EXHIBIT "A"

SKETCH TO ACCOMPANY FIELD NOTES



TYPICAL CROSS SECTION

SCALE: 1"=20' HORIZ. / 1"=10' VERT.



560 017

HARRY JEWETT ASSOCIATES

Engineers • Planners • Consultants

8005 San Gabriel Drive • Laredo, Texas 78045-7018

(956) 791-3155 (956) 791-3156 Fax

CURVE DATA						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	237.84'	13°37'35"	1000.00'	119.49'	S 23°05'15" W	237.28'

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

SAN ISIDRO SOUTHEAST, LTD., ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to the Grantor in hand paid by the **CITY OF LAREDO, TEXAS** ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to the exceptions set forth below, the surface only to 49.256 acres, more or less being out of a 325.789 acre parcel situated in Porcion 21 and 22 School File 14283, Laredo, Webb County, Texas, together with all improvements thereon, if any, more particularly described in Exhibit "A" attached hereto and made a part hereof, for all purposes (the "Property").

TO HAVE AND TO HOLD the property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors, or assigns forever; and subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the property unto Grantee, Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided however that this conveyance is made by Grantor and accepted by Grantee subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Webb County, Texas, affecting the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS".

Grantee acknowledges and agrees that upon acceptance of this Deed, that certain Standard Maintenance and Monitoring Agreement/BMP Facilities dated September 19, 2001 and recorded in Volume 1105, Page 486 of the Official Public Records of Laredo, Webb County, Texas is terminated, and that Grantee assumes all responsibility for the Property and the continued maintenance, repair, monitoring and liabilities associated with the Property, its function and any improvements located thereon.

EXHIBIT
6

EXECUTED AND DELIVERED the _____ day of _____, 2007.

SAN ISIDRO DEVELOPMENT COMPANY, L.C.

By: _____

Name: _____

Title: _____

ACCEPTED BY:

CITY OF LAREDO

By: _____
Carlos R. Villarreal
City Manager

THE STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this _____ day of _____, 2007, by _____, _____, of **SAN ISIDRO SOUTHEAST, LTD.**,, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

Prepared in the Law Office of:

Daniel J. Davis
UPTON, MICKITS, HARDWICK & HEYMANN, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78470

After recording return to:

Anthony C. McGettrick
Acting City Attorney
1110 Houston
Laredo, Texas 78040

HARRY JEWETT ASSOCIATES

Engineers ▾ Planners ▾ Consultants

EXHIBIT "A"
FIELD NOTE DESCRIPTION
49.256 ACRE TRACT

A description of 49.256 acres of land out of Porcion 21 and 22 and School File 14283, Laredo, Webb County, Texas, being out of a 325.789 acre tract of land conveyed to San Isidro Southeast LTD. by a deed recorded in Volume 814, Page 636 of the Official Public Records of Webb County, Texas, said 49.256 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING: At a concrete monument located at the most southwest corner of a variable width drainage easement established by the San Isidro Parkway Dedication Plat, as recorded in Volume 20, Pages 91 and 92 of the Map Records of Webb County, Texas, said point also being the most southeast corner of Lot 3, Block 2, San Isidro McPherson No. 3, as recorded in Volume 18, pages 50 and 51, of the Map Records of Webb County, Texas and being the POINT OF BEGINNING of the herin described 49.256 acre tract of land;

THENCE: N. 06° 52' 34" E. along the west line of said variable width drainage easement and the east property line of said Block 2, San Isidro McPherson No.3 Subdivision for a distance of 539.94 feet to a point of curvature;

THENCE: Following a curve to the right continuing along the west line of said variable width drainage easement and Block 2, for a distance of 478.89 feet to a point of tangency, said curve having a radius of 1,000.00 feet, a central angle of 27° 26' 17", a chord bearing of N. 20° 35' 43" E. and a chord length of 474.32 feet;

THENCE: N. 34° 18' 51" E. for a distance of 352.43 feet to a point being the most northeasterly corner of San Isidro McPherson No. 3 Subdivision and continuing along the west line of said variable width drainage easement for a total distance of 1,191.61 feet to a point, said point being on the southerly right of way line of San Isidro Parkway;

THENCE: N.50° 41' 38" E. across San Isidro Parkway, a 170' right-of-way, for a distance of 179.68 feet to a point, said point being on the northerly right-of-way line of San Isidro Parkway;

THENCE N. 52° 05' 44" E. for a distance of 100.00 feet to a point being the most northwesterly corner of San Isidro Parkway Dedication Plat and the most southwesterly corner of the San Isidro Manadas Creek Plat and continuing along the west line the variable width drainage easement established by said

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San Isidro Manadas Creek Plat for a total distance of 2,631.17 feet to a point of curvature;

THENCE: Following a curve to the left continuing along the west line of said variable width drainage easement for a distance of 232.75 feet to a point of tangency, said curve having a radius of 266.00 feet, a central angle of 50° 08' 05", a chord bearing of S. 27° 01' 40" W. and chord length of 225.40 feet;

THENCE: N. 01° 57' 38" E. continuing along west line of said variable width easement for a distance of 1,316.03 feet to a point for corner, said point being on the southerly right-of-way line of Loop 20 (Bob Bullock Loop) and also being the most northwesterly corner of the San Isidro Manadas Creek Plat;

THENCE: Following a curve to the right along the southerly right-of-way line of Loop 20, for a distance of 189.65 feet to a point, said curve having a radius of 2524.79 feet, a central angle of 04° 18' 14", a chord bearing a N. 73° 38' 40" E. and a chord length of 189.61 feet, said point being the most northeasterly corner of the San Isidro Manadas Creek Plat;

THENCE: S. 01° 57' 38" W. departing from the southerly right-of-way line of Loop 20 and along the easterly line of said variable width drainage easement established by said San Isidro Manadas Creek Plat, for a distance of 293.64 feet to a point for corner;

THENCE S. 89° 59' 18" E. along said variable width drainage easement for a distance of 317.45 feet to a point for corner;

THENCE: S. 00° 00' 05" E. continuing along the easterly line of said variable width drainage easement for a distance of 383.89 feet to an angle point;

THENCE: S. 35° 12' 19" E. continuing for a distance of 204.27 feet to an angle point;

THENCE; S. 01° 44' 57" W. continuing for a distance of 357.22 feet to a point for corner;

THENCE: N. 88° 19' 05" W. continuing for a distance of 455.14 feet to a point for corner;

THENCE: S. 01° 57' 38" W. continuing along the easterly line of said variable width drainage easement for a distance of 186.90 feet to a point of curvature;

THENCE: Following a curve to the right continuing along the easterly line of said variable width drainage easement for a distance of 390.26 feet to a point of tangency, said curve having a radius of 446.00 feet, a central angle of 50° 08' 05", a chord bearing of S. 27° 01' 40" W. and a chord length of 377.93 feet;

THENCE: S. 52° 05' 44" W. continuing along the easterly line of said variable width drainage easement for a distance of 1,138.40 feet to a point far corner;

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THENCE: S. 37° 54' 16" E. continuing for a distance of 25.00 feet to a point for corner,

THENCE: S. 52° 05' 44" W. continuing along the easterly line of said variable width drainage easement for a distance of 326.48 feet to a point being the most northwesterly corner of San Isidro Taos Subdivision, Unit 1 as recorded in Volume 21, Pages 28 and 29 of the Map Records of Webb County, Texas and continuing along the easterly line of said variable width drainage easement and westerly line of San Isidro Taos Subdivision, Unit 1 for a distance of 990.05 feet to a point being the most southeasterly corner of the San Isidro Mandas Creek Plat and the most north easterly corner of the San Isidro Parkway Dedication Plan and continuing for a total distance of 1,416.98 feet to a point on the northerly line of San Isidro Parkway, said point also being the most southwesterly corner of San Isidro Taos Subdivision, Unit 1;

THENCE: S. 27° 34' 47" W. across San Isidro Parkway, a 170' right-of-way, for a distance of 170.46 feet to a point, said point being on the southerly right-of-way line of San Isidro Parkway, said point also being the most northwesterly corner of San Isidro Ruidoso Subdivision, Unit 1 as recorded in Volume 21 Pages 26 and 27 of the Map Records of Webb County, Texas;

THENCE: S. 34° 18' 52" W. along the east line of the variable width drainage easement established by the San Isidro Parkway Dedication Plat and westerly line of San Isidro Ruidoso Subdivision, Unit 1 for a distance of 1,010.97 feet to a point for corner;

THENCE: S. 55° 41' 08" E. continuing for a distance of 447.82 feet to a point for corner;

THENCE: S. 23° 10' 04" E. continuing for a distance of 292.55 feet to a point for corner, said being the most southeast corner of the San Isidro Parkway Dedication Plat and most south westerly corner of San Isidro Ruidoso Subdivision, Unit 1 and also being on the south property line of the said 325.789 acre tract and the north property line of the Martin Resendez, Sr. Tract.

THENCE: S. 66° 49' 56" W. along the south property line of said 325.789 acre tract and north property line of the said Resendez Tract for a distance of 1, 157.50 feet to a point, said point being the POINT OF BEGINNING of the herein described tract of land containing 49.256 acres.

* * *

JCH/HBJ
Job No.:
FEBRUARY 06, 2001

EXHIBIT "A"

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EXHIBIT "A"
PAGE 4 OF 5 PAGES

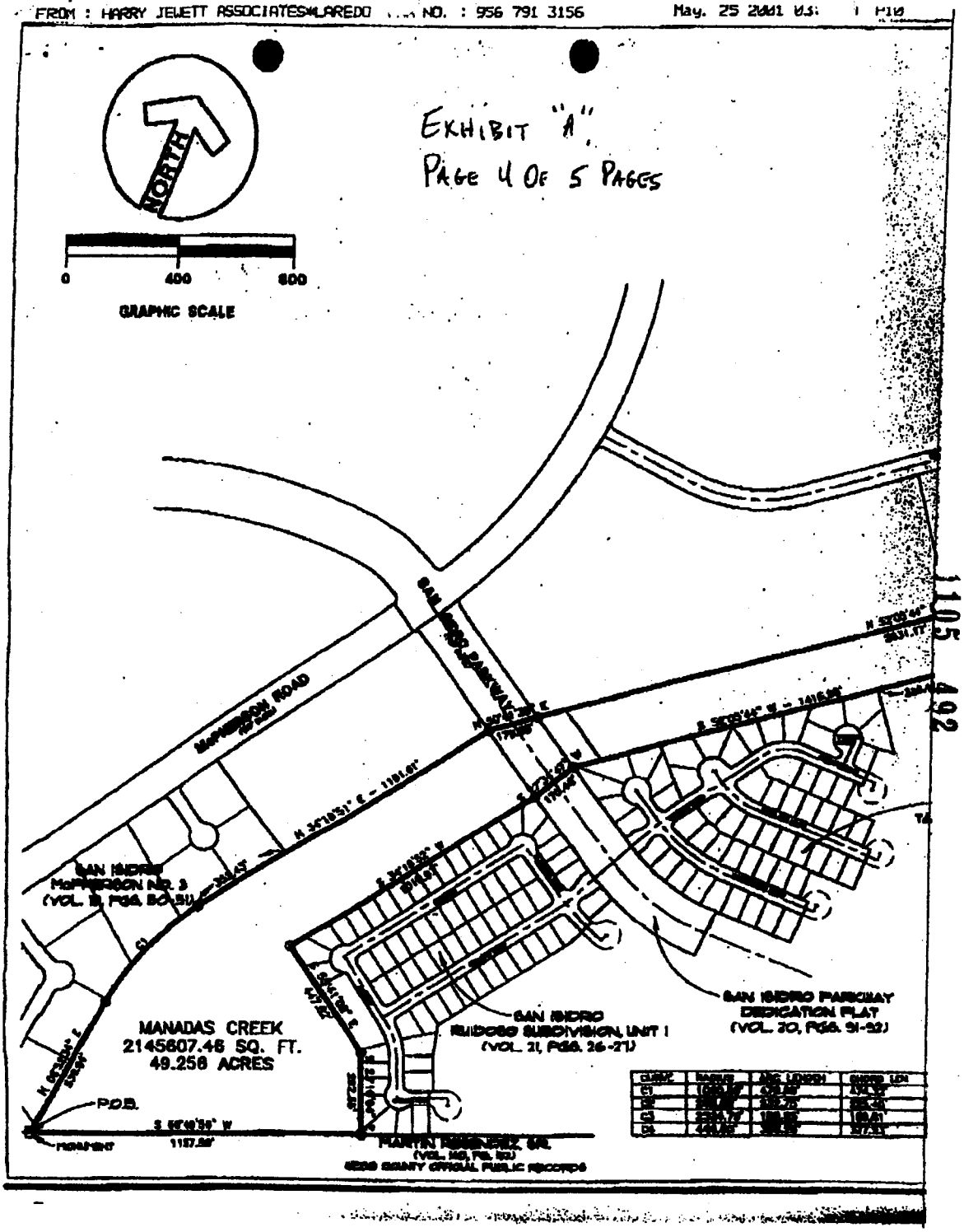

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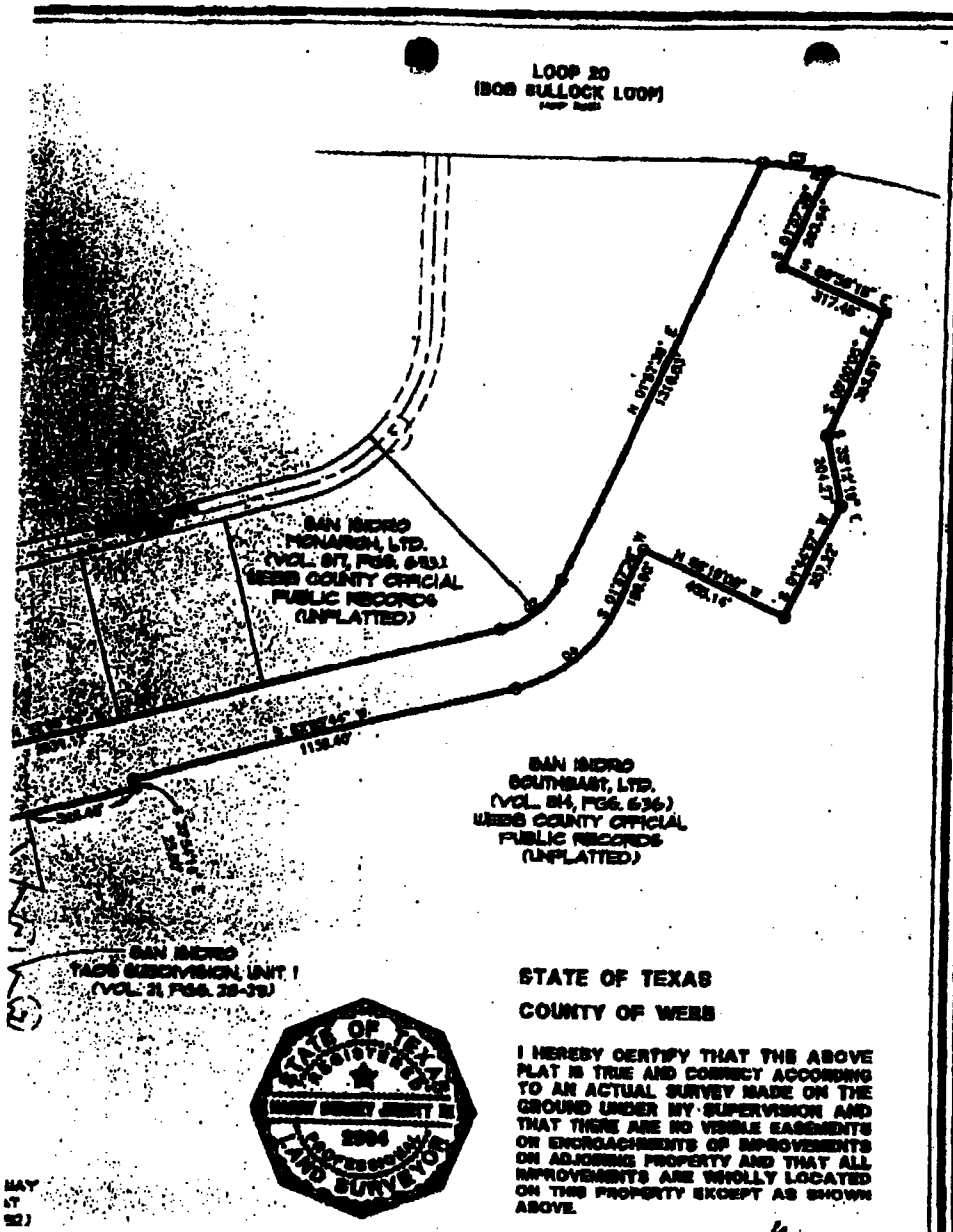
EXHIBIT "A", PAGE 5 OF 5 PAGES



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[illegible]	[illegible]	[illegible]	[illegible]

STATE OF TEXAS

COUNTY OF WEBB

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF IMPROVEMENTS ON ADJOINING PROPERTY AND THAT ALL IMPROVEMENTS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

SURVEYED ON THIS THE 7th DAY OF FEBRUARY, 20 01 A.D.

HARRY B. JEWETT, III, R.P.L.S.

FIELD NOTE DESCRIPTION FOR A 49.256 ACRE TRACT
MANADAS CREEK L.O.M.R. PROJECT
LAREDO, TEXAS
WEBB COUNTY

HARRY JEWETT ASSOCIATES
Engineers • Planners • Consultants
1111 Bartlett • Laredo, Texas 78041-1111 • 956/791-3156 • 956/791-4041 fax

Job No.: 00139
Date: 2/2/01
Drawn by: MKW/JCH
Sheet: 1

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COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/06/07	Consideration for approval to reject the sole bid received for the Laredo Street Drainage Improvements Phase II since the bid was 40% over the consultant engineer's cost estimate and 33% over the project budget and approval to revise the plans and specifications and re-bid the project. Funding is available in the 2003 C.O. Issue and 2006 C.O. Issue.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project consists of constructing a new storm drainage system along Laredo Street between Seymour and Loring, along Seymour Avenue between Laredo and Corpus Christi, and along Galveston Street between Seymour and Meadow Avenue. Storm drainage system will consist of 36" RCP and box culverts, curb inlets, j-box manholes, and miscellaneous water and sewer utility adjustments, and other related items.

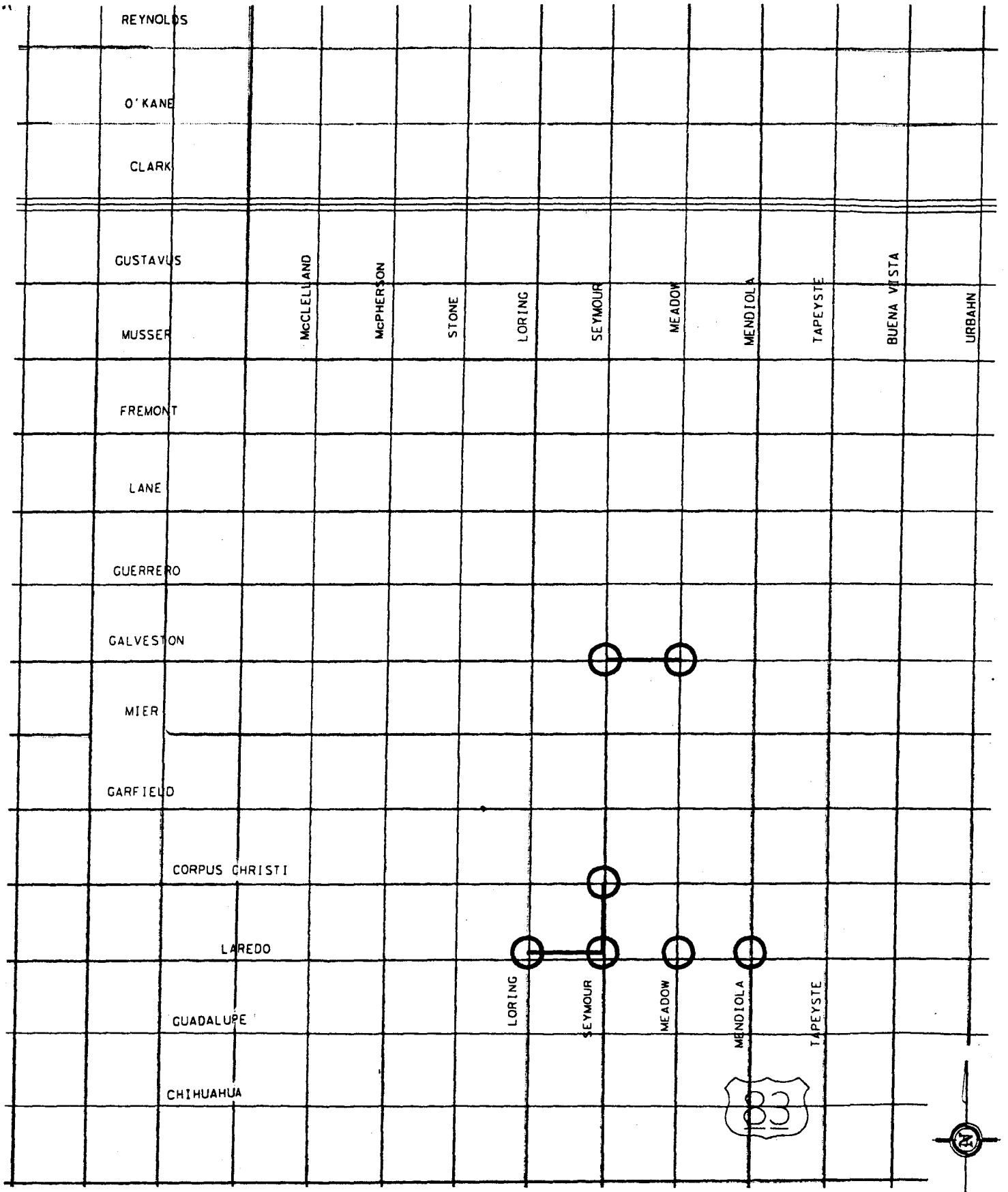
Plans and specifications were prepared by Arcadis, Laredo, Texas.

Contractor	Price Construction, Ltd., Big Springs, Texas
Base Bid	$594,890.00
Alternate Bid No. 1 (Reinforced Concrete Pipe)	$293,400.00
Alternate Bid No. 2 (HDPE Thermoplastic Pipe)	$319,400.00
Alternate Bid No. 3 (PVC Thermoplastic Pipe)	$306,400.00

The bid and bid bonds were checked and found to be in order, however, since the bid was over the project budget, staff is recommending to review the project plans and specifications, make changes as necessary, and re-bid the project.

FINANCIAL IMPACT:
Funding is available in the 2003 and 2006 C.O. Issues – Laredo Street Drainage
Account No. 456-9852-535-4848 and 461-9852-535-4848

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.



CONSIDERATION FOR APPROVAL TO REJECT THE SLOE BID RECEIVED FOR THE LAREDO STREET DRAINAGE IMPROVEMENTS –PHASE II AND APPROVAL TO REVISE THE PLANS AND SPECIFICATIONS AND RE-BID THE PROJECT

City Council Meeting August 6, 2007	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/06/07	Consideration for approval to authorize the City Manager to execute a temporary license to Plaza Encino, Ltd., for construction of a drainage culvert across McPherson Road, and authorizing payment of up to $50,000.00 for City's share of cost of constructing the culvert under and across McPherson Road. This culvert crossing is an enhancement to add capacity to the existing drainage facility, and necessary to adequately cross storm waters across the roadway. Funding is available in the Environmental Services Fund – Storm Water Improvement Division.

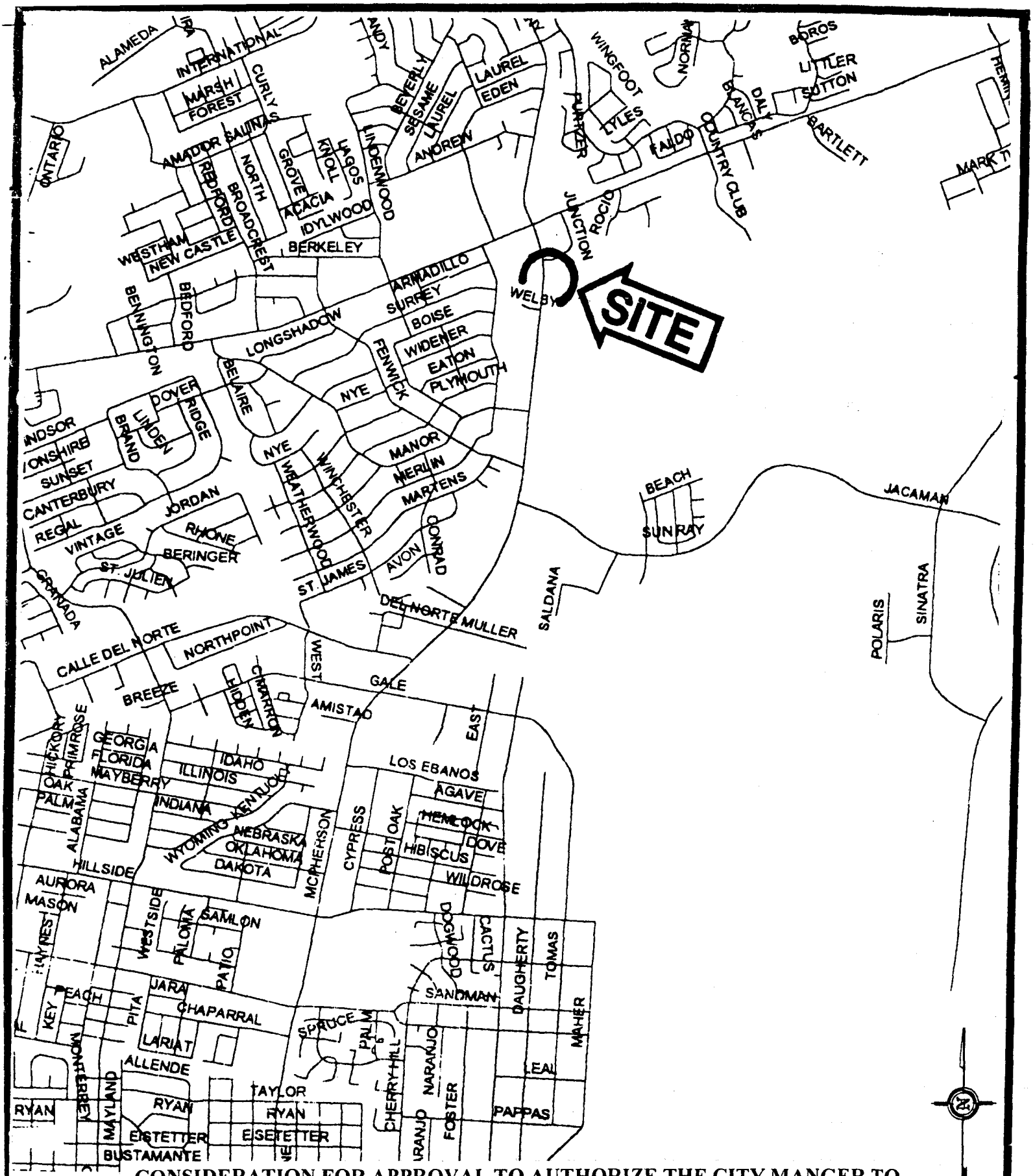
INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project to widen Del Mar Blvd. from McPherson to Fenwick was constructed in 2001-2002. The project included drainage improvements, a part of which was to add an additional drainage culvert to the existing facility across Del Mar Blvd. to cross storm water from North to South onto the then vacant property of Encino Plaza properties. This property was being master planned for development, and in compliance with the City's Storm Drainage Ordinance. The drainage design resulted in the requirement of an additional culvert across McPherson. The agreed negotiations then were that Encino Plaza would design the drainage facility and at the time of construction, the City would reimburse half of the cost for the additional culvert crossing to compensate for the additional drainage run-off into the property resulting from the Del Mar culvert. Encino Plaza has begun construction, and the culvert needs to be installed to safely cross storm water across and under McPherson Road.

FINANCIAL IMPACT:
Funding is available in the Environmental Services Fund – Storm Water Improvement Division.
Account No. 249-3870-545-9301

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.



CONSIDERATION FOR APPROVAL TO AUTHORIZE THE CITY MANGER TO EXECUTE A TEMPORARY LICENSE FOR CONSTRUCTION OF A DRAINAGE CULVERT ACROSS MCPHERSON ROAD

City Council Meeting August 6, 2007	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST P.O. BOX 579 PH 791-7346 FAX (210) 791-7496	AGENDA ITEM

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
August 06, 2007	Consideration to award the annual Municipal Court software maintenance contract in the amount of $32,721.00 to Tyler Technologies. The amount represents a 4% increase over the previous year. The annual software maintenance contract begins July 1, 2007, and ends June 30, 2008, and covers the following areas: Acucorp AcuServer, Cash Collections, HTE interface, Municipal Court applications, Police Interface, and Data Dictionary. Funding is available in the Municipal Court budget.

INITIATED:	STAFF SOURCE:
Carlos Villarreal, City Manager	Thomas L. Ochoa, Municipal Court Clerk

PREVIOUS ACTION: August 14, 2006, approval of 2006-2007 annual maintenance contract for $31,462.00.

BACKGROUND: A $4.00 court technology fee is charged on all convictions in Municipal Court and in all cases to be dismissed by completing a defensive driving course, or deferred disposition. The court technology fee can be used for software maintenance contracts.

FINANCIAL: Funding is available in the Purchase Professional Services/Support Service account number 101-1400-513-55-88.

RECOMMENDATION:	STAFF RECOMMENDATION:
Approve	Approve.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION(S)
08/06/2007	Consideration to award a contract with the sole source provider, Transcore LP in the amount of $946,801.70, for the development and project management to upgrade the existing Automatic Vehicle Identification (A.V.I.) system of the Laredo Bridge Toll Collection System from a single protocol reader system to a multi-protocol reader system.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager Jesus Olivares, Assistant City Manager	Mario I. Maldonado, Jr., Bridge Director

PREVIOUS COUNCIL ACTION: During the Budget meeting on 08/07/2006, Bridge Staff informed the City Council of the implementation of a new multi-protocol reader system to replace the original Automatic Vehicle Identification system that was implemented in April 2000.

BACKGROUND: The Automatic Vehicle Identification (A.V.I.) system currently used to process the commercial and non-commercial traffic through the City of Laredo International Bridges is over seven (7) years old. The City of Laredo is the only toll agency in Texas currently operating with Title 21 protocol transponders (tags). In order to process customers efficiently and expeditiously and to continue being the #1 inland Port in the United States, the toll collection system is requiring new reader equipment to replace the original reader system and 24,000 transponders (tags) purchased and implemented since the opening of World Trade Bridge.

The scope of the work will include the following:

1. Encompass 6 multi-protocol reader to process Title 21, Super Ego, Ego and ATA protocol tags.
2. The City of Laredo will initiate the first phase to have the ability to be interoperable (companion accounts) with other electronic toll collection systems throughout the State of Texas and Mexico. There are 3 million tag holders as potential customers that can become interoperable with the City of Laredo.
3. Customers will be able to use the next generation Ego Plus Sticker Tag which is a much more cost effective solution to Laredo's current tag.
4. New reader cards, new radio frequency modules, upgraded lane controllers and 12,500 sticker tags. Additional tags will be purchased next fiscal year until all Title 21 tags are phased out.
5. Upgraded software package to assist Customer Service representatives with their daily duties to register tags and reports.

FINANCIAL IMPACT:
Funding is available in the Bridge System Construction Fund Toll Equipment account # 553-4050-538-5313.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Approval of motion

CONTRACT BETWEEN CITY OF LAREDO AND TRANSCORE, L.P.

This CONTRACT made this ___ day of_____, 2007, and effective as of the 1st day of____, 2007 by and between the City of Laredo, Texas, hereinafter termed the "Customer", and TransCore, LP a Delaware limited partnership hereinafter termed the "Contractor".

WITNESSETH:

WHEREAS, on May 11, 2007 the Contractor submitted a proposal to the Customer for the Multi Protocol Reader Upgrade.

WHEREAS, the Customer and the Contractor wish to enter into a contract for the Contractor's performance of the Scope of Work more fully described hereinafter in the Contract documents, including this contract and its Enclosures A,B,C,D and E hereto; and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable to perform and provide the desired work and services within the provisions of the Scope of Work outlined below and more fully described hereinafter in **Enclosure "A" – Scope of Work**; and

NOW THEREFORE, the parties agree as follows:

The Contractor shall provide engineering and management services for the development of the following:
1. Installation and integration of the new Encompass 6 reader hardware and materials for eighteen (18) lanes;
2. Modifications to the existing CSC;
3. Maintenance training and documentation;
4. CSR training and documentation;
5. Provide five (5) AH110 handheld readers for use of manually recording other agencies toll tags for input into companion account; and
6. Delivery of 12,500 eGo Plus Sticker Tags

This Contract provides for payment in accordance with the schedule set forth in **Enclosure "C" Price and Payment Schedules**

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Customer, the Contractor hereby agrees at the prices set forth in this contract to commence and complete the Scope of Work for the Customer, in accordance with the Contract documents; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, and other accessories and services and whatever else may be necessary to complete the said services in accordance with the Contract documents.

1. SERVICES: Contractor agrees to begin the work no later than the 5th business day after receipt of Notice to Proceed and to complete the work in accord with the Contract documents, including this contract and its Enclosures A, B, C, D and E. This contract is for a term not to exceed the time identified in the approved project schedule, unless otherwise extended or terminated by a written amendment. Should the Customer exercise its right to extend the contract the Contractor agrees to perform the work during such extension period at the prices agreed to.

2. CHANGES: The Customer may, at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this contract in any one or more of the following:

   - Drawings, designs or specifications;
   - Method of shipping or packing;
   - Place of inspection, acceptance or point of delivery; and
   - Delivery schedule.

   Should any such change increase or decrease the cost and/or the time required for the performance of this contract, an equitable adjustment may be requested by the Contractor or the Customer in the price, delivery schedule, or both. The request for adjustment should include charges for redundant material, work-in-process and any other costs involved.

   Any claim for cost associated with a change in the Scope of Work shall be negotiated between the Contractor and the Customer. Adjustments to price shall be computed by agreement of a fixed price. The Customer may request the Contractor to submit a written proposal indicating the price at which the Contractor would be willing to perform certain changes in the Scope of Work as described by the Customer. Upon receipt of such a request, the Contractor shall prepare and submit such proposal promptly, and no later than thirty (30) calendar days. If the Contractor and the Customer agree in writing to the price to be paid to the Contractor for the changes in the Scope of Work, this Contract shall be deemed amended in accordance therewith.

3. PAYMENT: For the Contractor's satisfactory performance of all the work called for hereunder, the Customer shall pay the Contractor the sum of **$946,801.70** in accordance with **Enclosure "C" – Price and Payment Schedules**, which represents the Contract price. If funding will be provided incrementally the Contractor has no responsibility to complete performance unless the Customer provides full funding. If there is a lapse in funding, the Contractor shall be entitled to request and receive an equitable adjustment in accordance with the "Delays" provision of this Contract. Any increase in the Contract amount or funding, which exceed the full funding of this Agreement, and any decreases in the Contract amount or funding can be made only by a written Amendment to this Agreement, executed by the parties hereto. The contract amount cannot be increased or decreased without a written amendment of this contract

4. GOVERNING LAW, JURISDICTION AND VENUE. This contract shall be construed in accordance with the laws of the State of Texas, and venue for any legal dispute involving this contract shall be Webb County, Texas.

5. NOTICES: All notices or other communications hereunder shall-Written and shall be sent by fax to the numbers set for the below and will be deemed delivered on date on which the fax is transmitted.

All written notices to the Customer shall be addressed to:

Carlos Villarreal
City Manager
1110 Houston
Laredo, Texas 78040
Tel. No.
Fax No.
And also to:
Bridge Director, City of Laredo
PO Box 579
Laredo, Texas 78042
Tel No. 956.795.2055
Fax No. 956.795.2059

All written notices to the Contractor shall be addressed to:

David Johnson
Vice President of Contracts
TransCore, LP
19111 Dallas Parkway, Suite 300
Dallas, Texas 75287-3106
Tel. No. 972.733.6022
Fax No. 972.733.6648

And also to:

Tracy Marks
Vice President, Regional Manager
TransCore, LP
2705 West Sam Houston Parkway North
Houston, Texas 77043
Tel. No. 713.939.5400
Fax No. 713.355.3349

And also to:

Ron Barr
Operations Manager
TransCore, LP
2705 West Sam Houston Parkway North
Houston, Texas 77043

Tel. No. 713.939.5400
Fax No. 713.355.3349

Either party may change person and his or her fax number to which notices hereunder may be addressed by giving prior written notification to the other party.

6. PRICING, TERMS AND CONDITIONS, INVOICING: – The contract shall provide an appropriate performance and payment bonds to the Customer prior to the date of signing of this contract, and said bonds will be attached as **Enclosure "E" – Performance and Payment Bonds**. The Contractor's prices do not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided by the Contractor under this contract, said costs shall be directly flowed through, and reimbursed by, the Customer

7. The Contractor shall submit certified invoices in accordance with **Enclosure "C" – Price and Payment Schedules**. If the Customer finds the Contractor's invoices to be correct, in good order, and in the proper format, the Customer will pay the Contractor within thirty (30) calendar days. In the event an invoice is disputed, the Contractor and the Customer will work together to resolve the dispute. If there are portions of the invoice not in dispute, the Customer will pay the Contractor those portions not in dispute within thirty (30) calendar days after review. The Customer will pay the Contractor disputed portions which have been resolved within thirty (30) calendar days of resolution. The Contractor shall have no claim for interest on any disputed amounts that require more than thirty (30) calendar days to resolve.

8. EXAMINATION OF RECORDS: Contractor's non-financial books and records pertaining to the work under this contract shall at all reasonable times be subject to inspection and audit by the appropriate governmental agencies. The application of audit provisions to fixed price work are not for the purpose of price adjustments to such fixed price work, nor shall Contractor's cost information for such work be required to be reported. Governmental agencies may, however, examine unpriced records related to such work for the purposes of verifying performance.

9. RIGHT TO CANCEL; SUSPENSION OR TERMINATION: The City reserves the right to suspend or terminate this [contract] in whole or in part at any time if the best interests of the City require such termination, and, if so, with sixty (60) calendar days written notice to the Contractor. Upon a termination without cause by the City, Contractor shall be entitled to receive payment for all costs incurred and non-cancelable commitments made in support of this contract prior to the receipt of the termination notice. If the Customer determines the performance of the Contractor is not satisfactory, the City will have the option of: (a) terminating the Agreement with sixty (60) days written notice, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the contract can be terminated at the end of such time. The Agreement may also be cancelled by the Contractor with the mutual prior written consent of both parties, or

upon sixty (60) days written notice in the event that the Customer has defaulted on some significant obligation of this Contract or has withheld any funds due the Contractor under this Contract.

10. DELAYS: In the event the Contractor is delayed in performing services under this contract by the Customer, other governmental bodies, the Customer's contractors, agents, public utilities, patrons, or other third parties, and such delays result in an increase in costs to the Contractor or time for performance, the Customer and the Contractor will negotiate an equitable adjustment to the Agreement price, schedule, or both. The Contractor shall provide timely written notice to the Customer within five (5) business days of becoming aware of a delay or the happening of an event, to provide the Customer with an opportunity to resolve the delay or potential delay.

11. FORCE MAJEURE: Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, earthquakes, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), war, terrorist acts, or inclement weather, where the party whose performance was delayed did not otherwise cause or contribute to the cause of the delay or not prevent, when able to prevent, such delay. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and outside the reasonable control of such suppliers, subcontractors, or the like, including, but not limited to, acts of God or the public enemy, fires, explosions, strikes (not including strikes of the Contractor's suppliers', subcontractors', or the like's staff personnel), war, terrorist acts, or inclement weather.

12. INSURANCE; INDEMNIFICATION: For the duration of this agreement, the Contractor will submit and maintain proof of insurance coverage in accordance with the Customer's regulations as described below and more fully defined in **Enclosure "D" – Insurance Requirements.**

    The Contractor agrees to provide any reasonable insurance coverage for this Contract and copies of applicable insurance policies and endorsements. Contractor cannot, however, permit the Customer to delete, modify, or revise any policy terms, conditions, limitations, or exclusions of our insurance program.

13. ENTIRE AGREEMENT: This contract supersedes all proposals, oral or written, and all negotiations, conversations, or discussions heretofore between the parties related to this-contract. Customer and Contractor acknowledge that they have not been induced to enter into this contract by representations or statements, oral or written, not expressly contained herein. The terms and conditions of this contract shall prevail, notwithstanding any variance with the terms and conditions of any order or

any other instruments submitted by the Customer or the Contractor. This contract shall not be construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written agreement signed by duly authorized representatives of the parties hereto.

14. SECTION HEADINGS: The descriptive titles and headings of various sections of the Contract documents are inserted for convenience of reference only and shall not control nor affect the meaning or construction of any of the provisions hereof.

15. SEVERABILITY: Should any part of this contract for any reason be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Signed, in duplicate originals on the __ day of _____, 2007.

ATTEST:

CITY OF LAREDO, TEXAS

_____
City Secretary

_____
er Carlos Villarreal
City Manager

TRANSCORE, LP..

By: _____
General Partner

ENCLOSURE "A" – SCOPE OF WORK

Reference complete copy of TransCore's Friday, May 25, 2007 proposal to Mr. Mario Maldonado; it is incorporated here in its entirety.

June 25, 2007

Mr. Mario Maldonado
Bridge Director
City of Laredo, Bridge System
201 Santa Ursula
Laredo, Texas 78040

Subject: City of Laredo Multi Protocol Reader System

Dear Mr. Maldonado:

TransCore is pleased to present the City of Laredo with a proposal that outlines the turnkey services and products that TransCore is offering to upgrade the City's toll collection system to a Multi Protocol Reader System. The details of the services and products being offered are provided in the attached proposal.

Our prices for the turnkey services and products described in the proposal are listed below:

Description	Price
New Hardware for 18 Lanes	
Encompass 6 Reader Hardware & Materials	$371,320.00
Installation Labor	$212,987.00
Software Modifications	
CSC Modifications	$148,965.00
Documentation Updates	$34,215.00
Handheld Readers	
(5) AH1101 Readers	$4,500.00
TOTAL PRICE	**$771,987.00**
eGo Plus Sticker Tags	
Less than 100,000	$12.50 ea
100,000 - 200,000	$11.00 ea

Thank you for the opportunity to provide these additional services and we look forward to your review of the proposal. Please feel free to contact me directly at (713) 939-5415 if you should have any questions or need additional information.

Sincerely,
TRANSCORE

Ron Barr

Ron Barr
Operations Manager

1 Executive Summary

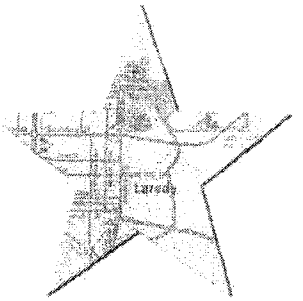
The City of Laredo has been using electronic toll collection (ETC) technology for the past seven years and TransCore has been pleased to be your partner in this worthwhile endeavor. As the times have changed, the City has changed, and in keeping with its goal to improve transportation between the City, Mexico, and surrounding cities and counties, it is striving to lead the State of Texas in electronic toll collection systems. With new technologies available, TransCore is offering new benefits to the City to keep it and its patrons in the forefront of toll collection systems. By investing the City's money wisely, the City can reap untold benefits by upgrading its existing toll collection system. Our proposal provides the following benefits for the City of Laredo:

Cutting edge technology...	*TransCore's Encompass 6 Multiprotocol Reader can process Title 21, Super eGo, eGo and ATA protocol tags.*
Interoperability...	*Laredo will have the ability to be interoperable with other ETC systems throughout the State of Texas and Mexico. This will ultimately allow more than 3 million tag holders to seamlessly pay their tolls in Laredo.*
Low-cost sticker tags...	*The City can offer its patrons a next-generation eGo Plus Sticker Tag, which is a much more cost effective solution to Laredo's current tag.*
New AVI equipment for your bridges...	*New reader cards, new RF modules... all the equipment needed to speed your patrons through the lanes.*
Customer service center software enhancements...	*TransCore will provide an upgraded software package to help your Customer Service Representatives in their daily jobs of registering tags and providing reports.*
Trans Texas Corridor participant...	*Laredo will become a playing partner in the State's plans for a Trans Texas Corridor, which will allow a single tag for toll payment in many parts of the state.*

This offering puts the City of Laredo on the cutting edge of AVI technology through

the use of multi-protocol readers.

TransCore is proposing a system upgrade and migration path that will benefit the City by providing access to a very large tag base.



As a Texas Toll Authority serving the international community, the City of Laredo finds itself in a unique technology position where three significant automatic vehicle identification (AVI) protocols, as designed and manufactured by TransCore, intersect. Complementing the City's existing Title 21 protocol used in your Allegro tags, the United States Department of Homeland Security has implemented is rolling out its Free and Secure Trade (FAST) program using TransCore's eGo™ sticker tag technology as its standard. In addition, the Texas Department of Transportation (TxDOT), the Harris County Toll Road Authority (HCTRA) and the North Texas Tollway Authority (NTTA) have established the eGo™ Plus sticker tag as their standard and the City of Laredo can realize significant benefits through interoperability with the large tag bases represented by these agencies.

Along with Texas, CAPUFE also has a TransCore ATA protocol electronic toll collection (ETC) system in operation in Mexico. This countrywide system runs through the city of Nuevo Laredo with toll plazas opposite the City of Laredo's four bridges. CAPUFE now operates 14 toll roads and 32 bridges, all with TransCore's ATA protocol, and has distributed more than 46,000 tags. CAPUFE's ETC system further enhances the tag base available to the City for toll collection.

To keep the City of Laredo on the cutting edge of AVI technology, TransCore offers this proposal to the City for its consideration to take advantage of the additional technology protocols operating and now available to the City. The following paragraphs highlight the topics covered in our proposal.

New System Components

This proposal offers tag interoperability for the City's existing Title 21, Texas' ATA, and FAST's eGo protocols by integrating TransCore's multi-protocol reader system. At the lane level, TransCore's multi-protocol reader system is compatible with the City's existing reader system. Also, the City will be able to take advantage of TransCore's new

low-cost, battery-free tag solution, thus eliminating the need to stock limited-life tags currently in the City's inventory. This section describes a migration path for the City to a low-cost windshield sticker tag. The section also discusses other new system components, such as the lane controller interfaces, lane simulators, and upgraded software at your Customer Service Center.

Bridge System Upgrades

As detailed in the proposal, this reader system has the same form and fit as the existing reader systems deployed on the City's four bridges: El Portal Bridge, Juarez-Lincoln International Bridge, Colombia Solidarity Bridge, and the World Trade Bridge. Through interoperability, the City will be able to take advantage of the large available tag base that is not currently processed by the existing reader system. It is important to note that the City's multi-protocol reader system is based upon a gated operation. This section provides a breakdown of the components used for each bridge upgrade.

Project Schedule

Immediately upon Notice to Proceed (NTP) from the City of Laredo, TransCore will begin the engineering and equipment procurement process. TransCore anticipates the physical lane work to begin approximately three months after approval of the detailed design document change pages which will be submitted to the city within 30 days after notice to proceed. The full system cutover will occur six (6) months after approval of the detailed design.

Testing and Acceptance

TransCore understands the importance of this new upgrade to the City's bridges, and we will rigorously test the new system to the City's satisfaction.

Training and Documentation

TransCore has an experienced staff that will familiarize City personnel with the new AVI system. To assist your personnel in working with the system, TransCore will provide maintenance training, and training for your customer service representatives. Also, along with the new system, TransCore will supply the appropriate documentation.

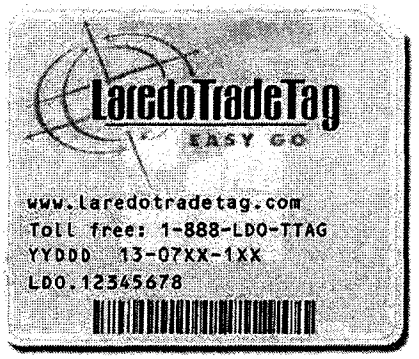
In Conclusion…

With Texas adopting the eGo™ Plus sticker tag as its standard and the Department of Homeland Security selecting TransCore's eGo protocol as its standard, Laredo, through the migration path defined in this proposal, can move forward seamlessly in using all three existing protocols on the City of Laredo's bridges to collect tolls. TransCore has proposed a system upgrade and migration path that will benefit the City by providing access to a very large tag base and provide a means for the City to transition from their existing limited-life tags to the battery free, low cost tag solution. As the City has seen with its current system, greater participation in ETC directly translates into reduced traffic congestion at the City of Laredo's bridges.

TransCore would like to thank the City for this opportunity to provide this proposal and looks forward to continuing our successful relationship.

2 *New System Components*

TransCore has carefully chosen the equipment that will provide the City with the most modern toll collection functionality and features. We understand the City's goals to make Laredo a model for interoperability and efficiency for toll collection at border crossings. We are proposing to the City a new multi-protocol reader system, low-cost sticker-type tags, lane controller and lane simulator upgrades, and new Customer Service Center software that will incorporate the use of Title 21, SeGo, eGo and ATA tag protocols. The new components and upgrades of our end-to-end solution are discussed in this section.



A.2.1 *Windshield Sticker Tags*

The upgraded AVI system at the Laredo bridges will read and validate three different tag protocols. These protocols include the current Allegro tags in use at the bridges today, as well as the SeGo and eGo protocol tags. Three tag types, each having their own protocol, are discussed below. *ATA protocol will be implemented once the current Allegro tags are fully replaced with the sticker tag.*

eGo™ Tags

The City's new AVI system will also be capable of reading eGo™ tags. TransCore's eGo RFID products are being used for an intelligent border crossing in the U.S. Customs Service Free and Secure Trade (FAST) Program. Recently the Texas Department of Transportation selected TransCore's eGo Plus Wireless RFID communications technology for use in new area tolling projects.

TransCore's technology has been installed and is now operational in 95 lanes at 22 locations, such as: Brownsville, El Paso, and Pharr, Texas; the Ambassador Bridge in Detroit; Bluewater Bridge in Port Huron, Michigan; Peace Bridge in Buffalo, New York; Lewiston, NewYork; Champlain, New York; Blaine, Washington; Otay Mesa, California; Pembina, North Dakota, and Portal, North Dakota. To date, TransCore has issued more than 1,680,000 tags and ID cards.

TransCore's new system components offer the City numerous cost-savings benefits, which are highlighted throughout this section.

TransCore is offering the City its latest windshield sticker tag, a low-cost option to the current Allegro tag.

The City's system will be capable of reading properly mounted FAST eGo protocol tags mounted in the left or center of front windshields and, after they have been registered, use them for toll collection at the bridges. There are exceptional vehicles where, due to other metal such as leads or visors or windshields or windshield curvature/angle, the tags in the lower left corner may not be reliably read. In those cases an alternative tag type may be located on the front license plate/bumper mount for Laredo Bridge tolls. Many commercial vehicles that frequently cross the Mexican border will already have an eGo tag in their windshield. It will not be necessary for them to purchase another tag from the City for toll collection at the Laredo bridges.

ATA Tags

ATA tags are available in multiple tag types. Traditionally the beam and battery ATA tags are seen elsewhere in Texas. These are available both in windshield and license plate/bumper mounting configurations. The City's new AVI system will be capable of reading properly mounted ATA tags currently used in the Houston area by the Harris County Toll Road Authority and ATA tags from the Dallas area used by the North Texas Tollway Authority.

The newest ATA tag is the ATA-protocol windshield sticker tag, a small, low-cost, decal-type tag that is applied to the inside of the windshield. The deployment of the City's new AVI system requires that the City discontinue sale of the Allegro windshield tags and begin sales of the new windshield sticker tags. ***This allows the City to offer lower***

cost tags to its patrons and also avoids the future task of replacing tags, since sticker tags do not contain batteries.

Performance

In some instances, a small percentage of tags may not be captured by the reader system due to variations in tag mounting locations or other RF environmental disturbances. TransCore will help identify those typical cases when problems arise and will provide our recommendations to the City.

2.1.1 Windshield Sticker Tags

The multi-protocol windshield-mounted sticker tag is ideal for applications that require low cost. These tags are easily installed and are suited for a wide variety of AVI transportation applications. The windshield sticker tags will use the ATA protocol, which will be available to the City following reader installation. However, the multi-protocol sticker tags supplied to the City will contain both ATA and eGo protocols.

TransCore proposes that the windshield sticker tags be the next-generation tags sold by the City of Laredo. The sticker tags are substantially less expensive than the Allegro tag used today.

The windshield sticker tag is a flexible sticker much like a vehicle registration sticker. This tag is intended for use on only one vehicle and is not reusable. Figure 2-1 shows the windshield sticker tag.

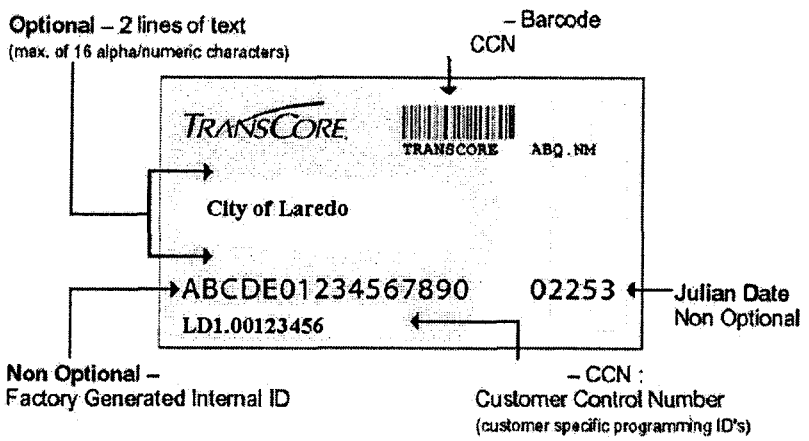


Figure 2-1. TransCore Windshield Sticker Tag

Figure 2-2 illustrates a typical tag mounting position. Actual installation instructions will be provided at time of tag delivery. The windshield sticker tags should be installed on the upper center of the windshield.

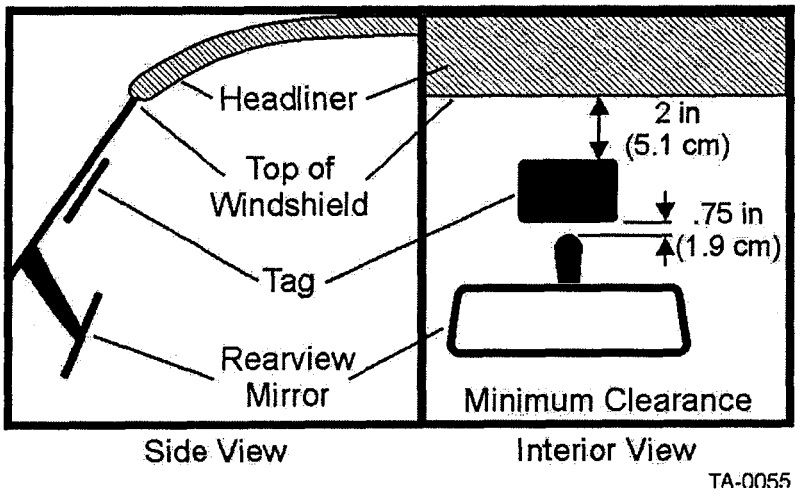
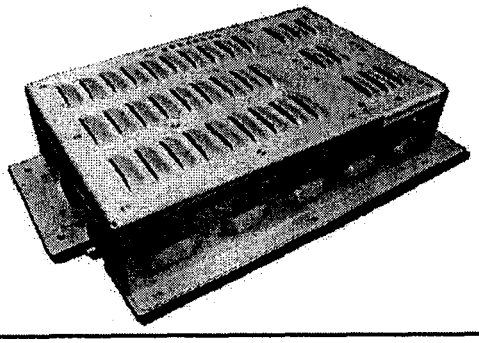


Figure 2-2. Typical Windshield Sticker Tag Mounting Location

Because some windshields may contain metalized material and cause the tag not to be read, TransCore recommends that the City use the ATA license plate tags at the price of $37.50 each.

B. *2.2 Encompass 6 Multi-Protocol Reader System*

TransCore proposes that the City of Laredo incorporate a reader system that communicates with the multiple vehicle tag protocols described throughout this proposal. To read the tags that can be expected to pass through the City of Laredo bridge system, TransCore proposes our Encompass 6 Multiprotocol Reader. Please refer to the attached cut sheets for a description of the E6 reader.



The reader system's multi-protocol operation permits the Laredo Bridge AVI system to process Title 21, SeGo, eGo and ATA tag protocols. **ATA protocol will

be enabled after the Allegro tags are replaced with the eGo sticker tags.

This upgraded reader system is an integrated, high-speed, multi-protocol 915-MHz radio frequency identification (RFID) reader system, as shown in Figure 2-3.

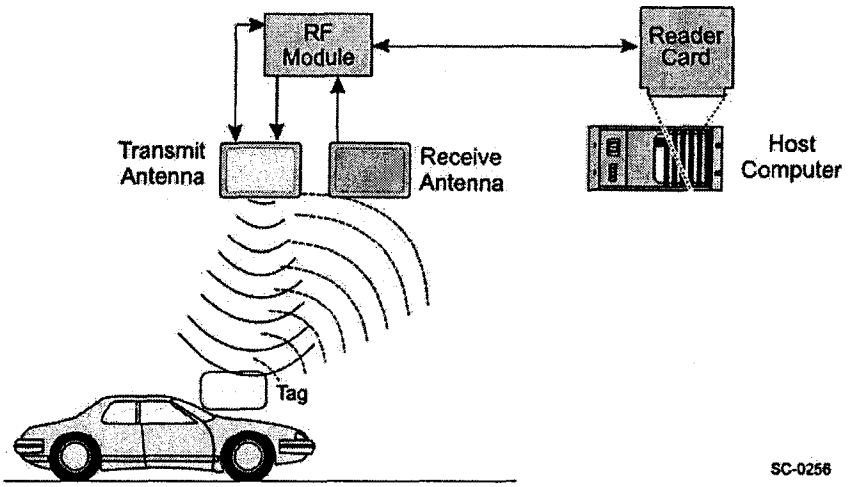


Figure 2-3. Typical RFID Components for a Bi-static (Two-Antenna) Configuration

This MPR system is designed for multi-lane installations and is capable of reading Title 21, SeGo, eGo and ATA tag protocols. *The ATA protocol will be enabled after the Allegro tags have been replaced with the eGo sticker tag.*

Lane Controller

Tag Protocols

The Title 21 and eGo protocols are referred to as triggered protocols in a multi-protocol application. The respective tags will respond only to specific commands within defined periods, and the tags can only be polled. The Allegro tags are read with a polling rate of approximately 3 ms, while the eGo tags are polled in about 12 ms.

ATA is an asynchronous protocol. It is a constantly scrolling tag and can be detected whenever the uplink (receiver) is active. Since it is asynchronous, twice as much time as the data frame actually takes must be allocated to reading the tag, making it the slowest of the protocols at approximately 30 ms to read a tag once. The ATA tag is read-only and does not use a reader-to-tag (downlink) modulated signal. Backscatter is always received from an ATA tag in the presence of a continuous RF wave field. Backscatter technology is briefly described in the following segment.

The reader card polls each protocol in sequence, using a special timing sequence defined in an internal program. This reader card CAM – Custom Autonomous Mode – procedure continually polls for all these technologies, providing the result to the lane controller when a new tag number is first read, reducing the load on the lane controller.

TransCore's Backscatter Technology

The TransCore 3110A MPR system operates on the principle of modulated backscatter that acts as a field disturbance device. The tag signal is varied in a coded fashion so that the tag reflects (backscatters) a coded signal back toward the antenna at the same frequency transmitted by the reader system.

In this new reader system, the IT4020-090 Reader Logic Card communicates the initial polling message to the tag. It then transmits an unmodulated continuous RF wave so that when a tag is within range of the antenna, it can backscatter its data to the reader. The newly read ID is immediately provided to the lane controller. For Allegro tags, the reader transmits an encoded acknowledge (ACK) message to the tag, and the tag does not respond to further reader request messages for a programmable period of time — from 1 to 128 seconds — allowing the vehicle time to travel through the antenna pattern. During this time-out period, the reader starts interrogating for the next tag in the same lane.

2.2.1.3 AA3152 Universal Toll Antennas

The Encompass 6 MPR system uses a pair of AA3152 Universal Toll Antennas (UTA) for each installation. One AA3152 UTA acts as the transmitting signal to the tag, and the other AA3152 UTA acts as the receiving signal from a vehicle tag. The antennas are mounted overhead in the plaza canopy. TransCore will determine the final placement of the antennas during installation planning.

TransCore has designed the new Encompass 6 Multi-Protocol Reader System in such a way that the City can use the existing UTAs for each installation, thereby providing a cost-saving benefit to the City.

C.2.3 *Customer Service Center Software*

The proposed upgrade includes necessary enhancements to the City's toll system software for support of the new Encompass 6 Multiprotocol Reader and corresponding Customer Service Center registration of companion tags (tags that are not issued by the City), and issuing of the multi-protocol windshield sticker tags.

To support registration of companion tags, the Tag Registry and Tag Maintenance screens will be revised to support selection of the tag issuing agency/authority. The tag agency information will be used with the existing tag number to provide a unique key for cases where the same sequential number is used by different issuing authorities (e.g., a DNT ATA tag having the same sequential ID as a Title 21 Oklahoma tag). These screen

enhancements will also support issuing and maintenance of City-issued windshield sticker tags.

The following screens will be modified to include the tag type in order to provide the ability to distinguish between Allegro and eGo tags managed by the City:

Tag Inventory
Customer History
Customer Inquiry
Adjustments
Tag Registry
Tag Maintenance
Tag History

Samples of these screen shots are shown below.

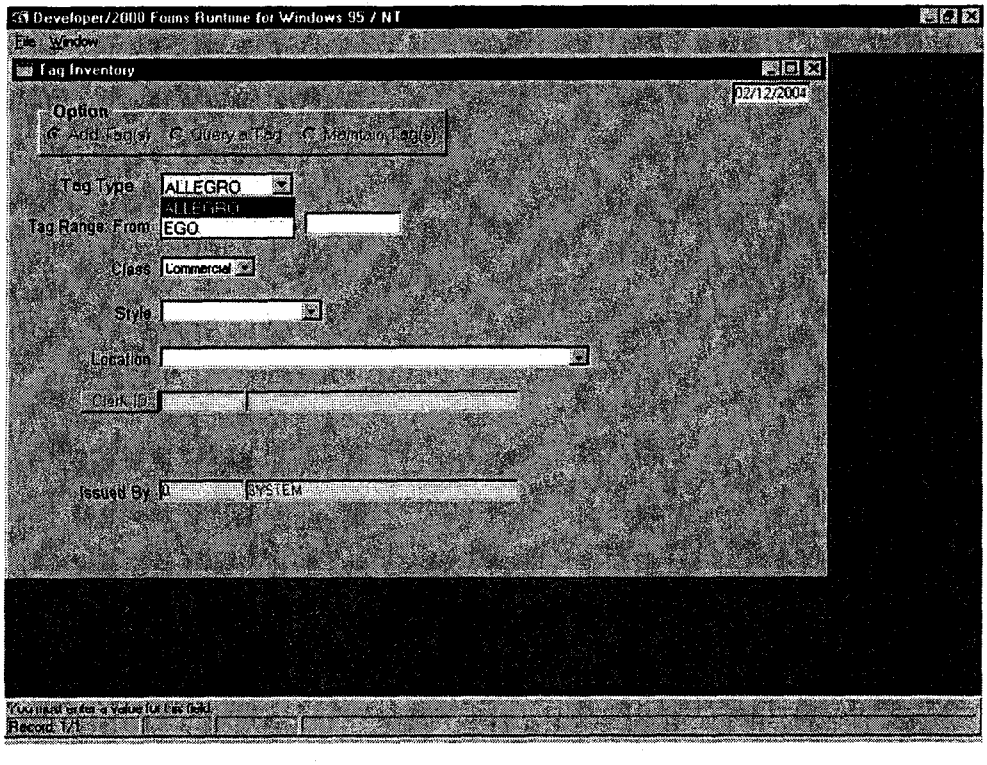


Figure 2-4. Tag Inventory Screen

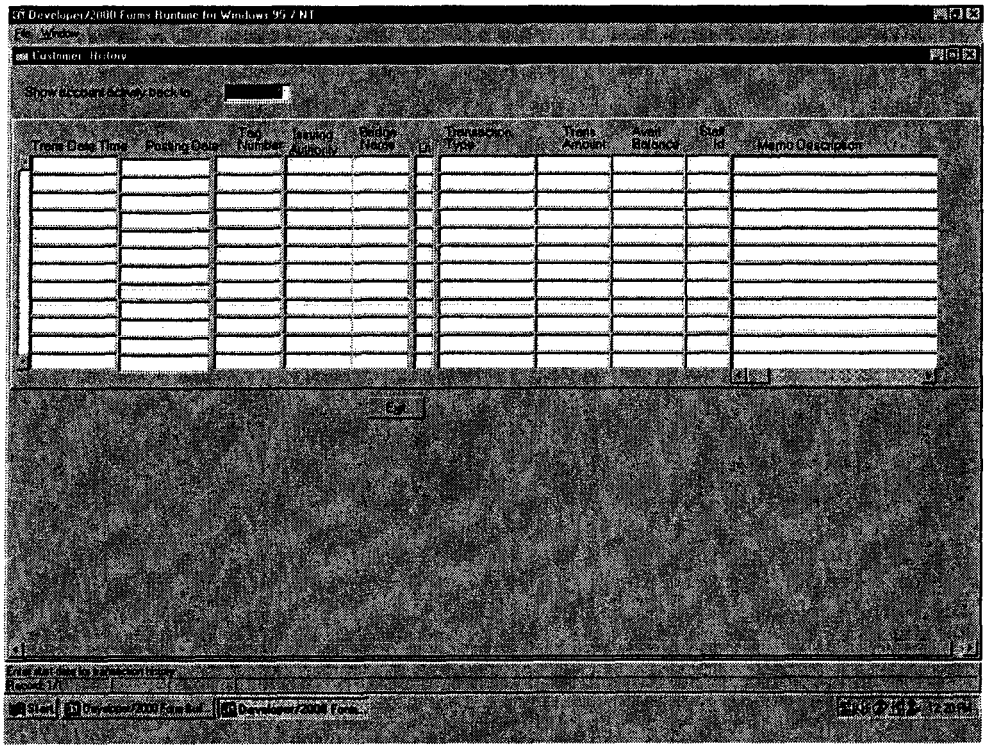


Figure 2-5. Customer History Screen

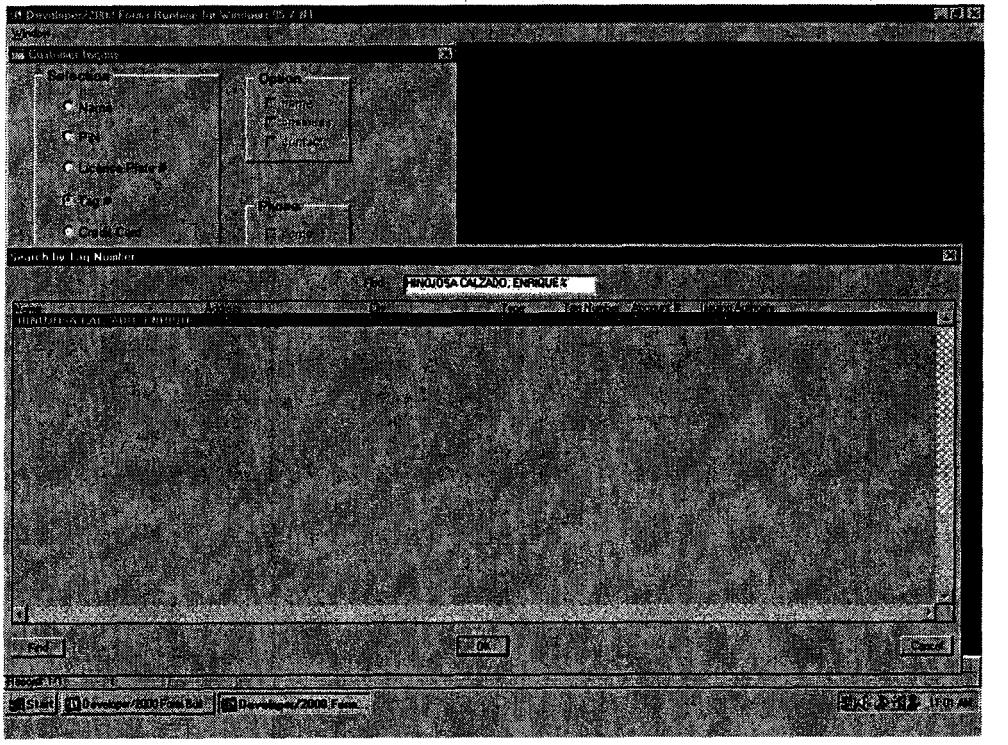


Figure 2-6. Customer Inquiry Screen

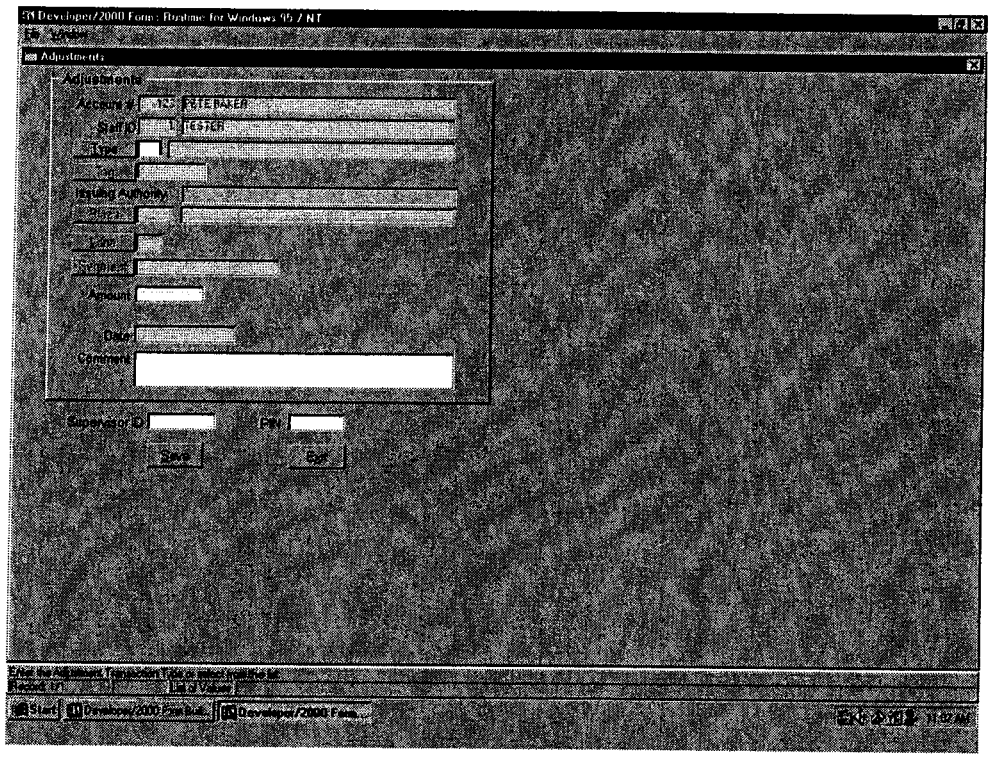


Figure 2-7. Adjustments Screen

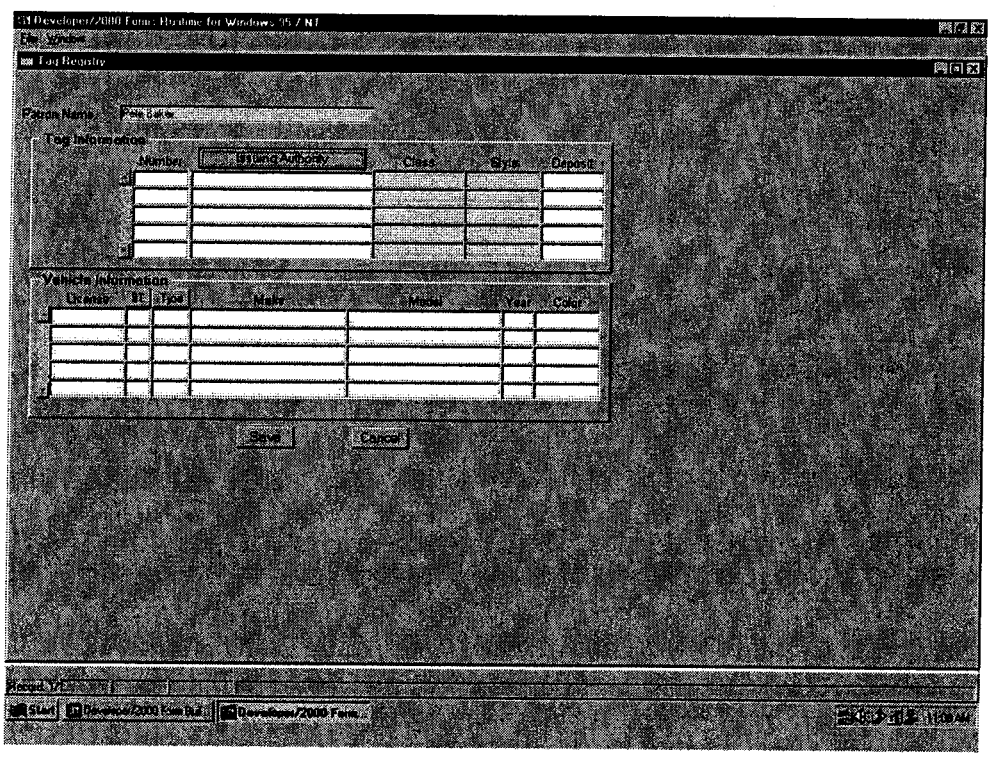


Figure 2-8. Tag Registry Screen

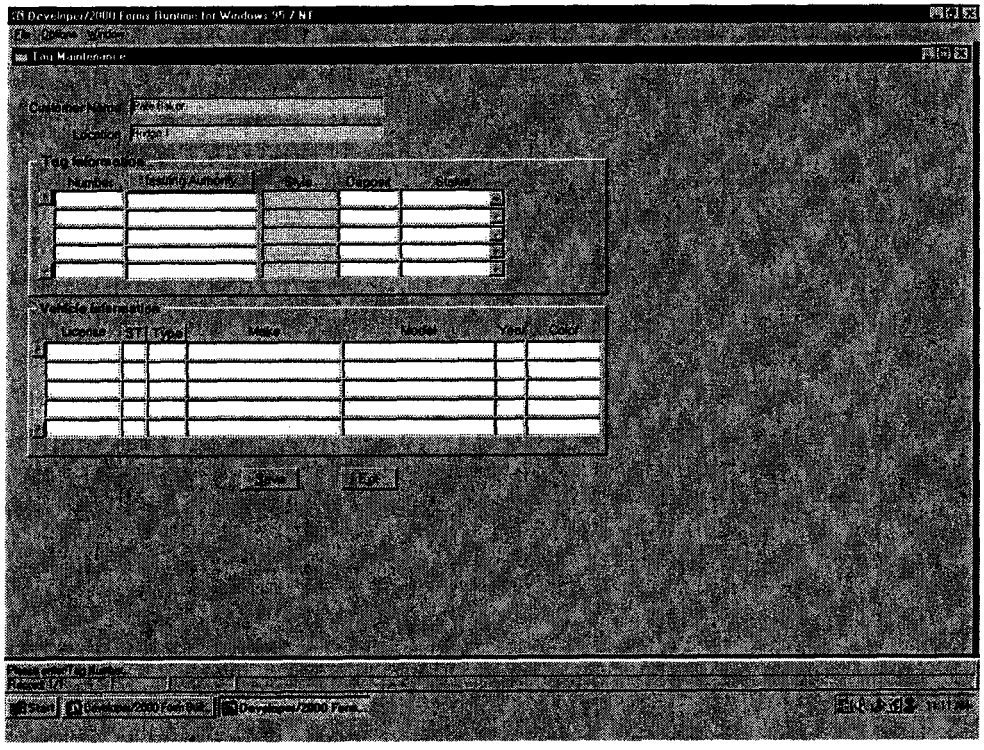


Figure 2-9. Tag Maintenance Screen

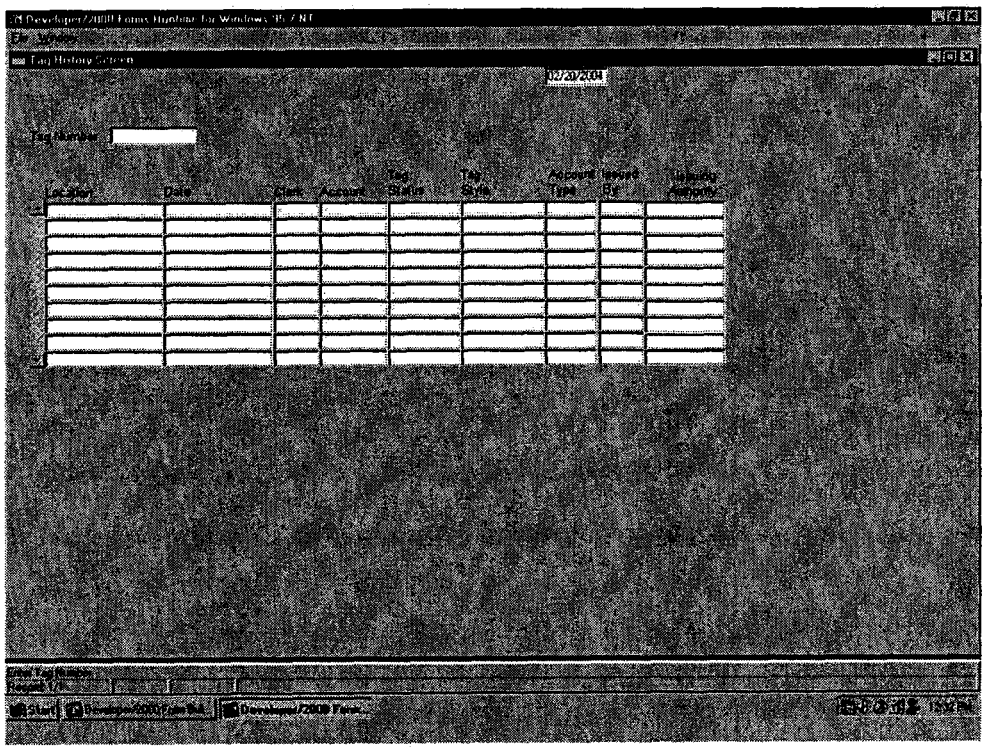


Figure 2-10. Tag History Screen

Customer Service Center reports that include tag-specific information will also be updated to reflect the addition of the tag type. These reports include:

- Monthly Statement
- Tag Accounts Report
- Payment Report
- Transaction Report
- Tag Inventory Report
- Daily Tag Inventory Report
- Customer Account Balance Report

The following figures illustrate the Monthly Statement, Tag Account Report, and the Tag Inventory Report, modified to show the issuing Authority.

CITY OF LAREDO - INTERNATIONAL BRIDGE SYSTEM

LAREDO TRADE TAG

CUSTOMER SERVICE CENTER

** STATEMENT **

TRANSPORTES BITCO DE MEXICO
MARCOS BENAVIDES
502 ENTERPRISE
NVO LAREDO, TA 78045 MEX

ACCOUNT NUMBER: 60
ACCOUNT TYPE: COV
STATEMENT DATE: 08/01/1998
FOR PERIOD: 06/18/2000 TO 06/20/2004

TAG ACCOUNT SUMMARY:

BALANCE FORWARD	TOTAL DEBITS THIS PERIOD	TOTAL CREDITS THIS PERIOD	CLOSING BALANCE
$ 11.25	($ 20.50)	$ 0.00	($ 9.25)

QUESTIONS? PLEASE CALL 1-866-LDO-TTAG

TAG DEBITS POSTED THIS PERIOD:

BALANCE FORWARD : $ 11.25

TRANS DATE	TIME	TAG NUMBER	Issuing Authority	DESCRIPTION	LOCATION		AMOUNT
03/14/2003	12:54:04	3372911686	Laredo	AVI - TOLL	BRIDGE 2 LANE 2	$	(4.00)
01/13/2004	14:38:50	3372911686	Laredo	AVI - TOLL	BRIDGE 2 LANE 1	$	(5.50)
01/13/2004	14:49:34	3372911686	Laredo	AVI - TOLL	BRIDGE 2 LANE 1	$	(5.50)
01/13/2004	14:49:51	3372911686	Laredo	AVI - TOLL	BRIDGE 2 LANE 1	$	(5.50)

TOTAL TAG DEBITS : $ (20.50)

OTHER DEBITS POSTED THIS PERIOD:

TRANS DATE	TIME	DESCRIPTION	LOCATION	AMOUNT

TOTAL OTHER DEBITS : $ 0.00

TOTAL DEBITS : $ (20.50)

CREDITS POSTED THIS PERIOD:

TRANS DATE	TIME	DESCRIPTION	LOCATION	AMOUNT

TOTAL CREDITS : $ 0.00

CLOSING BALANCE : ($ 9.25)

TAG(S) DEPOSIT
$ 175.00

DO NOT PAY – THIS IS NOT A BILL

PAGE 1

Figure 2-11. Sample Monthly Statement

START ACCOUNT: 101
END ACCOUNT: 191
ACCOUNT TYPE: POVAB,COV,NONRV
ISSUING AUTHORITY: CITY OF LAREDO - INTERNATIONAL BRIDGE SYSTEM

CITY OF LAREDO - INTERNATIONAL BRIDGE SYSTEM
TAG ACCOUNT REPORT
RUN DATE : 02/20/2000 12:00:00

REPORT ID: TAG_ACCT 000000
PAGE: 1 of 1

ACCOUNT				TAG				VEHICLE						
NAME	NUMBER	TYPE	STATUS	NUMBER	Issuing Authority	CLASS	STATUS	LICENSE	ST	TYPE	MAKE	MODEL	YEAR	COLOR
JAIME CANAN	191	COV	LOW BALANCE	128 338182572	Laredo	0	ACTIVE	VY88009	TA	STD 1	CHEVROLET	PICKUP	1994	RED
				128 338182578	Laredo	0	ACTIVE	V203108	TA	STD 1	CHEVROLET	TORTOL	1992	GRIS
				120 308234984	Laredo	0	ACTIVE	WXV9521	TA	STD 1	DINA	TORTOL	1979	GRIS
								441BN4	TA	STD 1	CHEVY	PICK UP	1980	WHITE

*** END OF REPORT ***

Figure 2-12. Sample Tag Account Report

START TAG : ALL TAGS
END TAG : ALL TAGS
SORTED BY : TAG NUMBER

CITY OF LAREDO - INTERNATIONAL BRIDGE SYSTEM
TAG INVENTORY REPORT
RUN DATE : 02/10/2000 15:15:15

REPORT ID: TAG_INV 000000
PAGE: 1 of 1

TAG LOCATION	TAG NUMBER	Issuing Authority	ACTIVITY DATE AND TIME	STAFF ID	STAFF NAME	ACCOUNT NUMBER	TAG CLASS	TAG STYLE	TAG STATUS
CUSTOMER	338182507 4	Laredo	01/16/2001 10:11			62	OTHER	INTERIOR	ACTIVE

TOTAL NUMBER OF TAGS: 1

Figure 2-13. Sample Tag Inventory Report

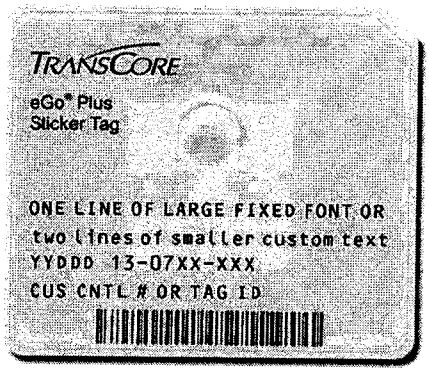
The following are product description "cut sheets" for the products being proposed as part of this offer.

TRANSCORE

eGo® Plus Sticker Tag

FEATURES

- **Thin, flexible sticker format**
- **Windshield mounted**
- **Supports Super eGo® (SeGo), eGo, and ATA protocols**
- **Low-cost, easily installed**
- **Ideal for electronic toll collection, airport access and ground transportation management systems, parking access, and security access**
- **Non-battery**
- **2048-bit read/write memory**
- **Custom printing and labeling available**
- **Compatible with TransCore multi-protocol readers, AI1200-series readers, and AI1600-series readers**



eGo Plus Sticker Tag (interior-facing side)

The eGo® Plus Sticker Tag is a 915-MHz radio frequency programmable, beam-powered, windshield-mounted tag. Packaged as a flexible sticker, this tag is ideal for applications that require low-cost, easily installed tags. This tag supports Super eGo (SeGo), eGo, and ATA protocols. The tag is suitable for a wide variety of automatic vehicle identification (AVI) transportation applications, including electronic toll collection, airports and ground transportation management systems, parking access, and security access applications.

Using a revolutionary RFID tag-on-a-chip ASIC, the eGo Plus Sticker Tag offers a read range of up to 31.5 feet (9.6 meters) and 2048-bit read/write memory at a fraction of the cost of older, less flexible RFID technology. The tag provides the capability to read, write, rewrite, or permanently lock individual bytes.

Each eGo Plus Sticker Tag comes equipped with a factory-programmed unique tag identification number that prevents the tag from being duplicated.

The eGo Plus Sticker Tag is read by TransCore's family of readers, which are configurable to support a protocol compliant with ANSI INCITS 256-2001 and ISO 10374 standards, and the ATA Standard for Automatic Equipment Identification. This multi-protocol feature of the eGo Plus Sticker Tag makes it ideal for migrating from a mixed-tag population to a common tag.

SPECIFICATIONS

eGo® Plus Sticker Tag

Communications

Frequency Range
902 to 928 MHz

Maximum Read Range
11.5 feet (3.5 m) with unlicensed readers, Federal Communications Commission (FCC) Part 15

31.5 feet (9.6 m) with licensed readers, FCC Part 90

Polarization
Linear, horizontal

Performance
The eGo Plus Sticker Tag can be read from and written to at highway speeds.

Anti-collision Protocol
Efficient, binary tree-type anti-collision algorithm

Software Features

Memory
EEPROM

Byte resolution memory addressing

Byte resolution memory lock

Page resolution memory authentication:

- Twenty-three 8-byte user-definable pages that are write-protected through authentication process
- 1 permanent page that is read-protected through authentication process

2048-bit total memory:

- 64-bit unique ID
- 1216-bit user memory formatted and locked as required by application
- 768-bit factory- and user-defined configuration memory

ATA Mode Data Capacity
Up to 20 six-bit alphanumeric characters (120 available bits)

Physical

Dimensions
3.1 x 2.6 x 0.05 in. at ASIC*
(7.9 x 6.7 x 0.13 cm at ASIC*)

*maximum thickness

Weight
0.07 oz (2 g)

Mounting Surface
Attached by a semi-permanent adhesive to interior of a nonmetallic windshield

Environmental

Operating Temperature
-40°F to +185°F (-40°C to +85°C)

Humidity
95% at temperatures up to +113°F (+45°C) non-condensing

Vibration Tolerance
1 G_{rms}, 3 to 2000 Hz, 3 axes

Shock Tolerance
50 G, 1/2 sine pulse, 3 ms duration, 3 axes

Washing/Liquid Spills
The tag adhesive and ink can withstand about 20 washes of the interior-facing label, and exposure, about 40 spills, to beverages, mild cleaning solutions, or vinyl plasticizers when spills are wiped dry with a paper towel.

Solar Exposure
The tag and adhesive will not be damaged from long-term exposure to the sun. The tag's white background may show minor yellowing over time.

Bending/Curved Windshield
The tag operates after temporary flexing of the entire tag body when the tag center is deflected 1/8 inch vertically or 1/4 inch horizontally. Tag materials do not crack or disfigure during such bending.

Standards

Fully protocol-compliant with INCITS 256-2001, ISO 10374, and ATA standards.

Options

- Custom color printing on windshield side
- Custom color labeling on side facing vehicle interior
- Barcode (Code 128) on side facing vehicle interior
- Customer-specific tag programming

Contact TransCore for details.

Model Part Number

Order 13-07XXXXX, eGo Plus Sticker Tag

TRANSCORE

For product information call: 1.800.923.4824 or 972.733.6600 (outside the U.S.) Fax 972.733.6486

www.transcore.com

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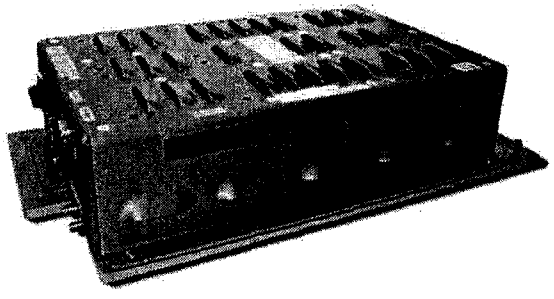
411863-004 10/05

TRANSCORE

Encompass™ 6 Multiprotocol Reader

FEATURES

- **Compatible with a wide range of industry standard formats**
- **Multiprotocol operation at highway speeds**
- **Read/write**
- **Mutual authentication and data encryption for higher security applications**
- **Fully integrated reader and radio frequency module**
- **915 MHz RF band operation**
- **Software-controlled RF power**
- **Ethernet and RS-232 communications**
- **Mounting up to 85 feet (26 meters) from antenna**
- **Time-division multiplexing (TDM) capable using either standard TDM cabling or global positioning system (GPS) timing**



TransCore's Encompass™ 6 Multiprotocol Reader is an integrated high-speed, multiprotocol 915 MHz radio frequency identification (RFID) reader system that includes an RF transceiver board and processor in a single assembly. The read/write Multiprotocol Reader is ideal for high-speed, multi-lane installations with a requirement to read or write to two tag protocols or to provide a migration path from an existing tag protocol.

The Encompass 6 Multiprotocol Reader is capable of supporting any of the following protocols in a given installation:

- American Trucking Associations (ATA), full-frame and half-frame (read-only)
- California Title 21 (read-only)
- eGo® (read/write) — fully compliant with ANSI INCITS 256:2001 and ISO 18000-6B standards
- Inter-Agency Group (IAG) (read/write)
- Super eGo (SeGo) (read/write) — a superset of the eGo protocol
- TransCore IT2200 (read/write)

Where multiple tag protocols are used in the same installation, the Multiprotocol Reader is capable of supporting any two of the above protocols.

The Encompass 6 Multiprotocol Reader is also suitable for a wide variety of automatic vehicle identification transportation applications, including electronic tolling, open road tolling, electronic vehicle registration, parking, and rail applications.

The Encompass 6 Multiprotocol Reader can be integrated into an onsite lane controller or a NEMA enclosure. The Multiprotocol Reader transmits and receives signals through a single antenna.

SPECIFICATIONS

Encompass™ 6 Multiprotocol Reader

COMMUNICATIONS

Frequency Range
Downlink: 911.75 to 919.75 MHz adjustable in 0.25 MHz steps
Uplink: 902.25 to 903.75 MHz and 910.00 to 921.50 MHz adjustable in 0.25 MHz steps
Actual frequency range is protocol-dependent.
The above frequencies are in the location and monitoring service (LMS) band.

RF Control
Programmable with host command

Communications Interface
Ethernet, RS-232

Antenna Interface
SMA connector

Read/Write Range
Read performance varies depending on operating protocol, tag and reader configuration, and environment.

POWER REQUIREMENTS

Input Supply Voltages
DC: 19–30V DC
AC: 19–27V RMS @ 47–63 Hz

Input Power
DC or AC: 40 watts maximum

In-rush Current
8 amps max, duration ≤25 ms

PHYSICAL

Dimensions
Multiprotocol Reader Size (reader only): 14.5 x 8.6 x 3.0 in. (36.8 x 21.8 x 7.6 cm)
Multiprotocol Reader Weight (reader only): 6.5 lb (2.9 kg)
NEMA Enclosure Size: 18.6 x 18.0 x 10.6 in. (47.2 x 45.7 x 25.4 cm)
NEMA Enclosure Mounting Plate Size: 22.0 x 16.7 x 0.10 in. (55.8 x 42.4 x 0.25 cm)
Encompass 6 Weight (reader, NEMA enclosure, and mounting plate): 32.0 lb (14.5 kg)

Mounting Location
In lane controller or NEMA enclosure

ENVIRONMENTAL

Operating Temperature
Encompass 6: -40°F to +158°F (-40°C to +70°C), integrated unit
Encompass 6 (in NEMA enclosure): -40°F to +131°F (-40°C to +55°C)

Storage Temperature
Encompass 6: -40°F to +185°F (-40°C to +85°C)

Humidity
95% non-condensing

Vibration (sinusoidal)
5 to 20 Hz, 0.1-inch peak-to-peak
20-200 Hz, 2 G peak

Shock
10 G pulse at 11 ms duration

LICENSING

Equipment License
User is required to obtain Part 90 site license from the FCC to operate the unit in the United States. Access the FCC Web site at www.fcc.gov/Forms/Form601/601.html for more information.
FCC ID: FIHXXXXXXXXXXX (See product label for actual ID number.)
Users in all countries should check with the appropriate local authorities for licensing requirements.

COMPLIANCE

RF Interference
Units have been tested and are verified to Part 15 of the FCC rules for a Class A digital device.

Standards
The Encompass 6 Multiprotocol Reader complies with the requirements of Standard for Information Technology and Telecommunications Equipment (UL60950 Third Edition).

OPTIONS

Enclosure
NEMA 4X enclosure

Wireless Reader Synchronization
GPS device assembly

Multiple Lane Operation
Antenna multiplexing

External Device Control
Digital input/output assembly

TRAINING
Installation, operation, and maintenance training for TransCore authorized dealers is available through TransCore. For details, call (972) 733-6010.

DOCUMENTATION
Encompass™ 6 Multiprotocol Reader System Guide
Encompass™ 6 Multiprotocol Reader Quick Reference Card

TRANSCORE

For product information call: 1.800.923.4824 or 972.733.6600 (outside the U.S.) Fax 972.733.6486

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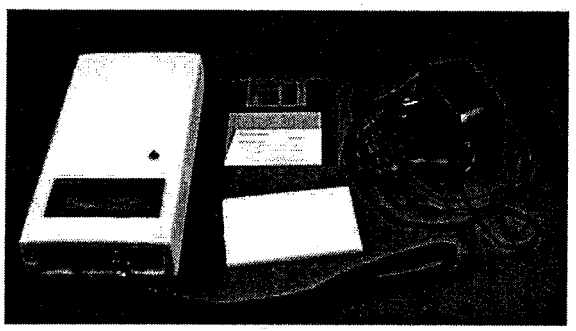
411833-008 03/07

PRODUCT PROFILE

AI1101 Handheld Reader

FEATURES

- **Reads access tags formatted to a wide range of proprietary formats. The SIA 26-bit industry standard is the default. Custom Wiegand 25- to 54-bit (inclusive) formats can match ID card formats used by existing security systems. Wiegand-formatted tag information is not directly readable to the user. Tag information must be decoded by application software to make it understandable.**
- **Transmits the tag data to a host personal computer or palmtop computer via an RS-232C interface**
- **Ability for user to manually enter and edit identification (ID) codes, perform ID search functions, and lock and unlock the MAIN port**



The AH1101 Handheld Reader is designed to meet a wide range of radio frequency (RF) identification tag data acquisition application requirements. The AH1101 can be used alone, to simply display tag data, or as the "tag reader" portion of a more complex solution. It is designed as a data collection device to be attached to a commercially available "palmtop" personal computer system or portable industrial environment RF data collection device. Applications (not supplied by Amtech) to store, decode, display, or otherwise manipulate the data may be run on the PC, allowing systems integrators to customize operation to match specific customer requirements.

The AH1101 reader reads both full- and half-frame tags. The reader decodes Amtech 64- and 128-bit access control tags such as AT5100 and AT5102. These tags may be programmed with either 10 or 20 alphanumeric characters or Wiegand binary formats.

The AH1101 kit includes the handheld reader, battery charger, test tag, and sample software diskette.

TRANSCORE

SPECIFICATIONS

AH1101 Handheld Reader

COMMUNICATIONS

Frequency
913.6, 915.0, or 916.5 MHz

Operates at specified frequencies in the 915-MHz band.

Read Range
Low power unit: 0.3 m (1 ft)
High power unit: 2.4 m (8 ft)

HARDWARE FEATURES

Display
2 lines x 16 characters, high contrast, backlit LCD

POWER REQUIREMENTS

Power Source
Rechargeable battery pack

Battery Operation
600 reads per charge (fully charged battery pack)

LIFE EXPECTANCY

Service Life
5 years minimum

PHYSICAL

Dimensions
Size: 19.05 x 9.85 x 3.96 cm (7.50 x 3.88 x 1.56 in)
Weight: 0.45 kg (1 lb)

Case
Polycarbonate, moisture resistant, shock and vibration rated, and UV stabilized

Durable weather-resistant case permits use in inclement weather

ENVIRONMENTAL

Operating Temperature
0°C to +40°C (+32°F to +104°F)

Storage Temperature
-20°C to +50°C (-4°F to +122°F)

Humidity
90% noncondensing

Vibration Tolerance
0.25 G_{rms}, 20 to 200 Hz

Shock Tolerance
20 G, 1/2 sine pulse, 11 ms, 3 axes

LICENSING

Equipment License
User is required to obtain Part 90 site license from the FCC to operate high power unit in the United States.

Electromagnetic Compliance
Low- and high-power units are verified to Part 15 of the FCC rules for a Class A digital device.

ACCESSORIES

Test Tags
Hexadecimal, full- and half-frame tags with labels showing the correct screen displays

Sample Software
Self-installing software with "public" (not licensed) source and executable code for connecting the AH1101 to an RS-232 COM port, acquiring tag data, and saving to a file

Carrying Case
Foam-lined case for safe transport of unit

DOCUMENTATION

AH1101 Handheld Reader User Guide

TRANSCORE

TransCore Headquarters: Harrisburg, PA

For more information on Amtech® products, call: 1.800.923.4824 or 972.733.6600 (outside the U.S.) Fax 972.733.6699

www.transcore.com www.amtech.com

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411444 002 11/00

3 New Operations Procedures

Day-to-day operations of the new AVI system installed at your four bridges will affect the City's current patrons, future customers, City bridge workers, and customer service representatives. The following topics provide a brief overview of new AVI system tasks. More information about these topics is contained throughout this proposal.

Physical changes to the bridges

The AVI lanes currently in place at the El Portal Bridge, Juarez-Lincoln International Bridge, the Colombia Solidarity Bridge, and the World Trade Bridge will be upgraded to the new Encompass 6 Multiprotocol Reader, which will be capable of reading Allegro, eGo, SeGo and ATA protocol tags. The physical installation of the new reader system will be accomplished by TransCore's technical team. Additionally, the lane simulator at Bridge IV will also be upgraded by the technical team.

New maintenance procedures for the new AVI system

After the system is installed, tested, and final acceptance is provided by the City, the City's bridge maintenance workers will not have any new tasks to perform in the daily operation of the AVI system. TransCore suggests that maintenance not be handled any differently under the new AVI system. The existing maintenance contract will remain in effect until it expires, at which point TransCore will work with the City of Laredo on a renewal contract.

CSC Updates

The software that runs the City's Customer Service Center will be modified so that the CSR can include the specific tag type, e.g., Allegro, ATA, SeGo or eGo. This software modification will affect the pertinent screens that the CSRs currently use. Several reports generated at the CSC will also be modified to show the tag type. A detailed description of the screens and reports that will be modified is located in Section 2, New System Components.

The City's new AVI system is easy to operate.

Several enhancements are being made to the software program used by the CSRs to register tags.

TransCore will provide all training necessary on the new system.

Contact with other toll agencies

As a function of collecting tolls, the City does not have to interact in any way with the agency that issued the tag because when the tag is read, its unique ID (an ID is composed of an agency code and sequential number for ATA tags) is associated with the customer's account in the Laredo Customer Service Center. We term this type of operation "companion accounts" since it does not require interoperability with other agencies.

Training

TransCore's highly experienced technical team will provide maintenance training on the new equipment for the City's system. Customer service representatives will also receive training on the software used at the CSC.

Registering a tag to work at the City's Bridges

Customers who already own one of the three supported tag types can bring their tag to the City's Customer Service Center and have their tag registered for use on the City's bridges. This registration involves setting up a new account using the ID from the tag already owned by the patron. The new multi-protocol readers at the Laredo bridges will allow multiple types of tags to be used for electronic toll collection instead of only the current Allegro tag. Thus, a bridge patron who already has one of the supported types of tags will not be required to purchase a new tag to pay the toll at the bridges.

To register a companion Allegro/Title 21 tag (a companion tag is a tag that is not issued by the City) the CSR will take the tag to the lane simulator or use a TransCore Amtech Technology AH1101 Handheld Reader (if purchased as an option in this proposal) to read the tag ID.

ENCLOSURE "B" – PROJECT SCHEDULE

In connection with the performance of the scope of work of this Agreement, the Contractor agrees to provide a Project Schedule within 30 days after Notice to Proceed (NTP) to be attached hereto as Attachment "B". The period of performance of this contract is estimated to be 7 months from the date of Notice to Proceed.

ENCLOSURE "C" – PRICE & PAYMENT SCHEDULES

The following price and payment schedules shall be adhered to by the Contractor and the Customer.

Schedule of Payment

Pay Item No.	Description	% of Total	Payment Amount (US $s)
1	Notice to Proceed	10%	$ 78,742.67
2	Performance and Payment Bond	2%	$ 15,748.53
3	Delivery of Equipment	40%	$ 314,970.68
4	Completion of Installation	40%	$ 314,970.68
5	System Acceptance	8%	$ 62,994.14
	Subtotal	100%	$ 787,426.70
6	Delivery of eGo Plus Sticker Tags	98%	$ 156,187.50
7	Performance and Payment Bond	2%	$ 3,187.50
	Subtotal	100%	$ 159,375.00
	Contract Total		$ 946,801.70

ENCLOSURE "D' – INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, the Contractor shall furnish a completed Certificate of Insurance to the City of Laredo Risk Management Division and the City Secretary's Office. The Certificate shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced and indicated thereon. The City shall have no duty to pay or perform under the Contract until such completed and signed Certificate of Insurance shall have been delivered to the Risk Management Division and the City Secretary's Office, and no officer, employee or elected official shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this section during the effective period of the Contract or any extension or renewal hereof.

A contractor's financial integrity is of interest to the City, therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the entire duration of the Contract, and any extension or renewal hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the City of the following types and amounts:

	TYPE	LIMIT
1.	Workers Compensation	Statutory
1a.	Employers' Liability	$500,000/$500,000/$500,000

2. Commercial General (public) Liability Insurance to include coverage for the following:

a. Premise Operations	Combined Single Limit for Bodily
b. Independent Contractors	Injury and Property Damage
c. Products Liability	of $1,000,000 per occurrence
d. Contractual Liability	or its equivalent
e. Explosion, Collapse, underground or its equivalent	
f. Broad form property damage, to include fire legal liability	

3. Comprehensive Auto Liability

a. Owned/Leased vehicles	Combined Single Limit for Bodily
b. Non-owned vehicles	Injury and Property Damage
c. Hired vehicles	of $1,000,000 per occurrence or its equivalent

4. Fidelity Bond or Commercial Blanket Bond, in an amount not less than $1,000,000, covering all of the Contractor's employees who may handle or be responsible for monies or property of the City.

5. Excess Liability Insurance, subject to its own terms and conditions, in limits of not less than $2,000,000, in excess of the insurance provided in subparagraphs 1a, 2 and 3 above.

6. Professional Liability Insurance, subject to its own terms and conditions, in limits of not less than $1,000,000 each claim.

The Contractor agrees, that with respect to the above required insurance, all insurance contracts and Certificates of Insurance, with the exception of Professional Liability insurance, will contain the following required provisions:

- Name the City of Laredo and its officers, employees, agents, and elected representatives as additional insured with respect to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the Professional Liability, Workers' Compensation and Employers' Liability policies.
- The Workers' Compensation and Employers' Liability policy will provide a waiver of subrogation in favor of the City of Laredo.

The Contractor shall notify the City in the event of any notices of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days to change, which notice must be accompanied by a replacement Certificate of Insurance. All such notices shall be given to the City at the following address:

City of Laredo
Administrative Services Department
Attention: Risk Management Division
912 Matamoros
Laredo, Texas 78042

City of Laredo
City Secretary's Office
P.O. Box 579
Laredo, Texas 78042-0579

If the Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may maintain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract upon giving written notice to the Contractor by certified return receipt mail; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of the Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsement to the extent and within the time herein required, the City shall have the right to order Contractor hereunder, and/or withhold payment(s) which become due, to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.

INDEMNITY

Contractor covenants and agrees to fully indemnify, defend, and hold harmless agents and/or assigns, the City of Laredo and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually, or collectively, from and against costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demand, causes of actions, liability, and suits, including but not limited to, personal injury, or death and property damages, made upon the City directly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunities available to the City under Texas Tort Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create grant of any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claims or demands against the City or Contractor known to the Contractor related or arising out of Contractor's activities under this Contract and shall see the investigation of and defense of such claim or demand at Contractor's activities under the Contract and shall see the investigation of and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

Notwithstanding anything to the contrary anywhere in this Contract, in no event shall either party be liable to the other for any incidental, indirect or consequential damages associated with this Contract or the parties performance hereunder.

ENCLOSURE "E" – PERFORMANCE AND PAYMENT BONDS

END OF CONTRACT DOCUMENTS

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08-06-07	Authorizing the City Manager to exercise our option to renew the Physician Contract No. FY 06-113, between the City of Laredo and David Cruz, M.D. to provide medical services to city employees through the Employee Health and Wellness Division. This agreement shall begin on October 1, 2007 and shall continue for a one year term. The cost of this one year contract is $25,000.00. Funding is available in the Health Benefits Fund/Employee Health Division budget.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Heberto L. Ramirez, ITSS Director Judith Garza, RN, Employee Health Nurse

PREVIOUS COUNCIL ACTION:
City Council at its August 28, 2006 meeting awarded a contract to David Cruz, M.D. for the period beginning October 1, 2006 through September 30, 2007, with a one year option to renew exercisable by the city only.

BACKGROUND:

The city issued a request for proposals and received five responses. After careful review, the staff selection committee recommended the selection of Dr. David Cruz.

With the assistance of Dr. Cruz, the Employee Health and Wellness Division will provide services to all City of Laredo employees. Examples of the services provided include, but are not limited to, evaluation of worker's compensation injuries, treatment of minor illnesses and injuries and providing health consultations.

FINANCIAL IMPACT: Funding is available in the Health Benefits Budget/Human Resources Department/Employee Health & Wellness Division, account number 660-4621-513-5528.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Approval of the motion.

ACCEPTANCE OF RENEWAL OF
AGREEMENT FOR PROFESSIONAL SERVICES

The City of Laredo has agreed to exercise its option to a one (1) year renewal of that certain Agreement for Professional Services ("Agreement") by and between the City of Laredo ("CITY") and David Cruz, M.D. ("PROVIDER") (see attached).

The renewal shall begin October 1, 2007 and shall continue until September 30, 2008 on the same terms and conditions as contained in said Agreement.

PROVIDER'S obligations and rights are governed by local, state and federal law and are not modified, expanded, or waived by the execution and delivery of an acceptance.

Upon execution of this Acceptance of Renewal of Agreement for Professional Services, PROVIDER shall furnish the CITY with a copy of his Texas Medical License, proof of medical malpractice insurance which contains minimum occurrence coverage of $1,000,000.00 and which names the CITY as additional insured and the physician's DEA number, as required pursuant to Article V. Professional Standards of said agreement.

In witness whereof this agreement has been executed in duplicate on this the _____ day of _____, 2007.

CITY OF LAREDO

_____
Carlos Villarreal
City Manager

PROVIDER

_____
David Cruz, M.D.

ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Anthony McGettrick
Acting City Attorney

_____
By: V. Melissa Saldana
Assistant City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into by and between the City of Laredo hereinafter referred to as the "CITY", and David Cruz, M.D., and hereinafter referred to as "PROVIDER".

Recitals

CITY has in operation an Employee Health & Wellness Division Clinic (hereinafter referred to as "Clinic") which has its principal place of business and operations at 5512 Thomas Avenue, Laredo, Texas. CITY desires to engage the services of the PROVIDER to provide services to employees and candidates for employment by CITY.

Therefore, CITY hereby engages the services of PROVIDER and, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES

The PROVIDER does hereby promise and agree to provide any and all services as required and enumerated in this agreement and in Attachment A of this agreement.

ARTICLE II. TERM

This agreement shall begin October 1, 2006 and shall continue for a term of one (1) year with a one (1) year option to renew exercisable by the City only.

ARTICLE III. METHOD OF COMPENSATION

CITY hereby agrees to compensate PROVIDER for services rendered to clients for those services described in Attachment A of this agreement. CITY hereby agrees to compensate PROVIDER for services rendered to employees of CITY only. PROVIDER agrees not to charge employees for any services rendered pursuant to this contract.

Invoices for any services provided must be received by CITY no later than the 10th of the month, following the month in which the services were provided. Invoices must be sent to the address provided in the notice provision of this agreement. Compensation will be paid in twelve equal payments of $2,083.33, on a monthly basis, upon receipt of an invoice. Total amounts paid under this agreement shall not exceed twenty five thousand ($25,000.00) dollars.

Since PROVIDER is an independent contractor, the parties stipulate that PROVIDER will be solely responsible for all workers' compensation insurance and/or the reporting and payment of any and all applicable withholdings or taxes including, but not limited to F.I.C.A. and social security.

ARTICLE IV. FUNDING

This agreement is contingent upon funding being available for the term in question and PROVIDER shall have no right of action against CITY in the event that CITY is unable to perform its obligations under this agreement as a result of the suspension, termination, withdrawal of failure of funding for CITY.

ARTICLE V. PROFESSIONAL STANDARDS

PROVIDER agrees to abide by and perform his/her duties in accordance with the applicable ethics of his/her profession, and all applicable federal, state and municipal laws, regulations, and ordinances regulating his/her profession.

PROVIDER further agrees to furnish CITY with a copy of his Texas medical license, proof of medical malpractice insurance which contains a minimum occurrence coverage of $1,000,000.00, and which names CITY as an additional insured, and the physician's DEA Number. PROVIDER must promptly give notice to the CITY of any changes in insurance coverage, or insurer.

PROVIDER must have the ability to (verbally) communicate effectively in Spanish with employees during office visits; or alternatively, provide for the services of a translator to accomplish this at the cost and expense of PROVIDER. The reason for this stipulation is that some of the employees of CITY speak only Spanish and are not able to comprehend and communicate in the English language.

ARTICLE VI. TERMINATION

Either party upon receipt may terminate this agreement, by giving a thirty-day written notice to the other party, at any time during the term of this agreement.

ARTICLE VII. INDEMNIFICATION

PROVIDER further agrees to release and indemnify CITY from any and all liability in connection with services performed by PROVIDER under this agreement.

ARTICLE VIII. RELATIONSHIP OF THE PARTIES

This agreement does not constitute CITY as the agent, legal representative, joint venture or partner of PROVIDER for any purpose, and likewise, does not constitute PROVIDER as an agent, representative, servant or employee of CITY. It is understood between the parties, hereto that CITY is merely a purchaser of services and is in no way authorized to make any contract, agreement, warranty or representation of behalf of PROVIDER, or to create any obligation, expressed, or implied. It is understood and agreed that the relationship of PROVIDER to CITY is that of an independent contractor. CITY and PROVIDER agree that PROVIDER shall perform his/her duties of CITY, and shall not have or claim any right arising from employee status. PROVIDER has the sole discretion to determine the manner in which services are to be performed. However, City retains the right to exercise final judgment with respect to the quality and adequacy of the services provided herein.

ARTICLE IX. EXCHANGE OF INFORMATION

The parties acknowledge that it is necessary for them to exchange information and cooperate fully regarding policies affecting the administration of the agreement, to the end of achieving an orderly and effective delivery of high quality services to all participants referred to PROVIDER by CITY.

ARTICLE X. AUDIT AND INSPECTION OF RECORDS

The PROVIDER shall permit CITY, the Texas Department of Health, or any of their authorized representatives to inspect and audit all data and records relating to the performance of this agreement. All records pertaining to the agreement shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

ARTICLE XI. DISCRIMINATION PROHIBITED

No person in the United States shall , on the grounds of race, creed, age, handicap, ability to pay, color, sex or national origin be excluded from participation in, be denied the process of, or be subject to discrimination in the performance of this agreement.

ARTICLE XII. AMENDMENT

This agreement may be amended by the mutual agreement of the parties hereto, in writings to be attached to and incorporated into this agreement.

ARTICLE XIII. NOTICES

Notices provided pursuant to this agreement shall be sent in writing via either hand-delivery or certified mail, return receipt requested to the following addresses:

Employee Health & Wellness Division
Attn: Judith Garza, R.N., Employee Health Nurse
5512 Thomas Ave.
Laredo, TX, 78041

Dr. David Cruz
1811 N. Arkansas
Laredo, TX, 78043

ARTICLE XIV. ENTIRE AGREEMENT

The parties hereto mentioned mutually agree that this agreement represents the entire agreement Between CITY and PROVIDER.

ARTICLE XV. APPLICABLE LAW

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

In witness whereof this agreement has been executed in duplicate by authorized on the _____day of _____, 2006.

City of Laredo:

Larry Devalina
City Manager

Provider:

David Cruz, M.D.
Physician License #_____

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Jaime L. Flores
City Attorney

BY: Valeria M. Acevedo
Valeria M. Acevedo
Assistant City Attorney

ATTACHMENT A

SCOPE OF SERVICES

In fulfilling the terms of t this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

Provider shall be present at the clinic on the designated day ready to begin the clinic on an agreed upon time, but no less than once a week and possibly more as needed by the City of Laredo.

Provider will review all testing conducted to comply with State of Texas Department of Health, and Federal OSHA requirements to include hearing conservation, respiratory protection, return-to-work, and pre-employment physicals.

Provider will give prior notification to the Clinic if he is unable to keep a clinic schedule in order to cancel and/or re-schedule patient appointments.

Provider shall evaluate all Workers Compensation injury and illnesses.

Provider shall review and sign off on Clinic's First Aid Policy and Procedures.

Medical records are subject to Quality Assurance review by Provider.

Provider will perform Pre-placement Examination.

Provider will perform periodic health examinations and screening surveys.

Provider shall authorize immunizations for City of Laredo employees.

Provider will provide consultation services on an as needed basis for Clinic staff and employees.

Provider will assist in inspection of the workplace regarding environmental conditions.

Provider will work in close cooperation with community physicians.

Provider will cooperate with public health authorities and community health agencies.

Provider will assist with the education of employees in regards to Health Prevention.

Provider will assist with the epidemiological and surveillance of employee population at risk.

Provider shall secure the maintenance of confidential occupational medical records.

Provider shall assist in interpretations and development of government regulations.

Provider will provide assistance in controlling illness-related job absenteeism.

Provider will give employee counseling and education on health matters.

Client will be referred by Provider, to x-ray provider of choice for x-rays where the procedure will be performed by individuals with appropriate training and expertise.

The Employee Health & Wellness Division will be responsible for scheduling appointments with the provider at the Clinic whenever possible.

COUNCIL COMMUNICATION

DATE: 08/06/07	Subject:: MOTIONS Consideration to award a six month contract FY07-062 to the following bidders: Lubrication Engineers, Fort Worth, Texas in the estimated amount of $46,000; and Sealing Products of Corpus Christi in the estimated amount of $15,000.00 for the purchase of engine oil and lubricants by the Fleet and Utilities Departments. The bid pricing will be firm for six (6) months with three (3) options to renew. Items will be purchased on an as needed basis. Funding is available in the line item budgets for the respective departments.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Jessica N. Hein, Communications and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received three (3) bids for awarding a six (6) month supply contract for the purchase of engine oil/lubricants. The contract establishes the fixed base price for engine oil/lubricants most commonly utilized by Fleet and Utilities Departments. Arguindegui Oil Company did submit several low bid items however the products proposed did not meet the city's published specifications. Staff has reviewed the pricing and specifications of approximately 21 lubricants. Based on the proposed pricing and product specification review staff recommends that contracts be awarded to Lubrication Engineers and Sealing Products of Corpus Christ. All items will be purchased on an as needed basis.

A complete bid summary is attached.

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.

Wastewater Treatment Fuel & Lubricants	Account Number: 559-4210-532-6660
Wastewater Collection Fuel & Lubricants	Account Number: 559-4220-532-6660
Wastewater Treatment Fuel & Lubricants	Account Number: 557-4120-532-6660
Fleet Maintenance Oil & Lubricants	Account Number: 593-2810-533-2073

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be approved.

Bid Tab FY07-062
Engine Oil Lubricants
Utilities/Fleet
February 28, 2007 3:00 P.M.

		Lubrication Engineers			Sealing Products of Corpus Christi			Arguindegui Oil	
Item	Description	Unit of Measure Drum-(420lb)	Unit of Measure 5-Gallon/Pail (35lb)	Brand	Unit of Measure Drum (440lb)	Unit of Measure 5-Gallon/Pail (40lb)	Brand	Unit of Measure Drum-(420lb)	Brand
1	Vari-Purpose Lubricant	$ 1,604.40	$ 138.60	605 Almasol	$ 1,382.00	$ 139.00	Synfilm	No bid	
2	Vari-Purpose Lubricant	$ 1,640.40	$ 138.60	606 Almasol	$ 1,382.00	$ 139.00	Synfilm	$ 412.31	Conoco UGL 80W90
3	Vari-Purpose Lubricant	$ 1,604.40	$ 138.60	607 Almasol	$ 1,382.00	$ 139.00	Synfilm	$ 412.31	Conoco UGL 80W140
4	Vari-Purpose Lubricant	$ 1,640.40	$ 138.60	608 Almasol	$ 1,382.00	$ 139.00	Synfilm	No bid	
5	Vari-Purpose Lubricant	$ 1,604.40	$ 138.60	609 Almasol	$ 1,382.00	$ 139.00	Synfilm	No bid	
6	Vari-Purpose Lubricant	$ 1,640.40	$ 138.60	604 Almasol	$ 1,382.00	$ 139.00	Synfilm	No bid	
7	Anti-wear Hydraulic	$ 900.35	$ 85.40	6120 Monolec	$ 840.00	$ 87.00	Syndraulic	$ 332.76	Conoco Super Hyd 68
8	Turbine Oil	$ 898.15	$ 85.20	6406 Monolec	$ 1,382.00	$ 139.00	Synfilm	$ 486.76	Conoco Turbine 32
9	Turbine Oil	$ 898.15	$ 85.20	6403 Monolec	$ 1,382.00	$ 139.00	Synfilm	No bid	
10	Insutrial Oil	$ 1,127.50	$ 105.75	6803 Multilec	$ 1,382.00	$ 139.00	Synfilm	$ 391.47	Industrial 115
11	Food Grade Oil	$ 1,814.40	$ 154.70	4140 Quinplex	$ 1,467.00	$ 147.00	Poly-Guard FDA	No bid	
12	Food Grade Oil	$ 1,648.35	$ 153.25	4030 Quinplex	$ 1,467.00	$ 147.00	Poly-Guard FDA	No bid	
13	Heavy Duty R &O Oil	$ 898.15	$ 85.20	6404 Monolec	$ 1,382.00	$ 139.00	Synfilm	$ 376.76	MP R&O 150 Conoco
14	Heavy Duty R &O Oil	$ 898.15	$ 85.20	6405 Monolec	$ 1,382.00	$ 139.00	Synfilm	No bid	
15	Heavy Duty R &O Oil	$ 898.15	$ 85.20	6407 Monolec	$ 1,382.00	$ 139.00	Synfilm	No bid	
16	Heavy Duty R &O Oil	$ 898.15	$ 85.20	6402 Monolec	$ 1,382.00	$ 139.00	Synfilm	No bid	
17	Hydraulic power fluid	$ 998.80	$ 97.05	7500 Monolec	$ 1,058.00	$ 108.00	Syn-Tractor UTF	$ 405.88	Powertrain Conoco
18	Vari-Purpose Lubricant penetration	$ 2,142.00	$ 184.10	3750 Almagard	$ 1,801.00	$ 179.00	Max Film	No bid	
19	Engine Oil	$ 834.90	$ 82.95	8430 Monolec	$ 851.00	$ 92.00	Royal Purple	$ 442.76	Fleet 30W Conoco
20	Industrial Lubricants	$ 1,894.20	$ 163.80	1274 Almaplex	$ 2,140.00	$ 229.00	UPG Grease	No bid	
21	Food Machinery Lubricant	$ 2,465.40	$ 211.40	4025 Quinplex	$ 2,508.00	$ 258.00	UPG White Grease	No bid	

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to exercise the renewal option for one additional year for contract FY05-096 to Rush Truck Center, Laredo, Texas in the estimated amount of $100,000.00 and Freightliner of Laredo, Laredo, Texas in the estimated amount of $40,000.00 for the purchase of original equipment manufacturer (OEM) parts and service for the City's medium and heavy duty trucks. All parts and services will be secured on an as need basis. Funding is available in the Fleet Maintenance budget.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Jessica Hein, Communication and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:
Approved a one year contract to Rush Truck Center and Freightliner of Laredo on 8/28/06.

BACKGROUND: The City Council authorized a contract with Rush Truck Center and Freightliner of Laredo for the purchase of original equipment manufacturer (OEM) parts and service for the City's automotive fleet on August 1, 2005. The contract award was for a one year period with an option to extend for two additional one year terms. Both companies have agreed to maintain the same contract pricing for this last extension year. Staff is recommending that this contract be extended for one additional year.

	Rush Truck Center	Freightliner of Laredo
Discount Offered	15% -Mack	75% -Sterling
	30% -Peterbilt	80% -Freightliner
	15% -International	
	25% -GMC	
Price Schedule	Dealer/Jobber List	Suggested List
Labor Rate	$63.00/Hr.	$72.00/Hr.

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

Account Number: 593-2810-533-2071 – Parts/Batteries

Account Number: 593-2810-533-2078 – Heavy Equipment Parts/Service

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to award supply contract number FY07-133 to the low bidder, HD Supply Waterworks, San Antonio, Texas in the estimated amount of $250,000.00 for the purchase of PVC pipe used by the Utilities Department. This will be a sixty (60) day supply contract with an option to extend for an additional sixty day periods. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department budget.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received four bids for awarding a contract for providing the Utilities Department with PVC pipe. Staff is recommending that a contract be awarded to the low bidder, HD Supply Waterworks. The bid pricing will be firm fixed for sixty days from the date of award and there is an option to extend for four additional sixty day periods if the bid pricing is unchanged. The material providers will hold the bid pricing only for sixty days due to the unstable pricing climate.

Summary Based on Bid Evaluation Criteria

				HD Supply Waterworks	Techline Pipe LP	Titan Pipe & Supply	Ferguson Waterworks
Item	Description	Estimated Quantity		Unit Price	Unit Price	Unit Price	Unit Price
1	2" Pipe, 20' joints	1, 000	Ft.	$ .43	$ .66	$ .45	$ .39
2	3" Pipe, 20' joints	100	Ft.	$ .86	$ 1.78	$ .85	$ .83
3	4" Pipe, CL200	100	Ft.	$ 2.36	$ 3.78	$ 2.50	$ 2.14
4	6" Pipe, CL200	10,000	Ft.	$ 4.55	$ 4.91	$ 4.75	$ 4.30
5	8" Pipe, CL200	10,000	Ft.	$ 7.81	$ 8.45	$ 8.15	$ 7.45
6	12" Pipe, CL200	10,000	Ft.	$ 16.80	$ 17.37	$ 17.55	$ 15.95
7	16" Pipe, DR-18	10,000	Ft.	$ 22.63	$ 23.87	$ 26.10	$ 23.00
8	10" Pipe, CL200	1,000	Ft.	$ 11.42	$ 14.09	$ 12.45	$ 11.25
9	14"Pipe, DR-18	1,000	Ft.	$ 17.63	$ 19.01	$ 20.20	$ 112.54
10	20"Pipe,DR-18	1,000	Ft.	$ 35.44	$ 37.99	$ 39.00	$ 37.00
11	24"Pipe,DR-18	1,000	Ft.	$ 51.35	$ 55.81	$ 59.25	$ 54.00

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 this 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.

Account Number: 557-0000-141-0000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	**Subject: MOTIONS** Consideration to award contract FY07-138 to Mr. Camera, Laredo, Texas in the estimated annual amount of $27,324.90 for the purchase of photo lab chemicals used for the Police Department. The term of this contract will be for one year with an option to extend this contract for one additional year term. All photo supplies are purchased on an as need basis. Funding is available in the Police Department budget.

INITIATED BY:	**STAFF SOURCE:**
Cynthia Collazo, Deputy City Manager	Agustin Dovalina, Chief of Police Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received one bid for the purchase of photo lab chemicals used by the Police Department. All items will be purchased on an as needed basis. The term of this contract will be for a one year period with an option to renew this contract for an additional one year period. The bid pricing will be fixed for the contract term.

Mr. Camera, Laredo, Texas

	Qty	Unit Price	Total
Developer Replenisher	104	$ 25.00	$ 2,600.00
RA Bleach	104	$ 65.00	$ 6,760.00
RA Fixer	104	$ 22.00	$ 2,288.00
Final Rinse	52	$ 7.00	$ 364.00
RA Developer RT	104	$ 22.00	$ 2,288.00
RA Beach Fix	104	$ 22.00	$ 2,288.00
Prime Stablizer	104	$ 12.00	$ 1,248.00
Process C-41 x 100'	6	$110.00	$ 660.00
Process RA-4	12	$ 51.00	$ 612.00
Glossy paper rolls	104	$ 54.00	$ 5,616.00
8" F Surface paper rolls	20	$ 58.00	$ 1,160.00
Film Developer filters	400	$ 1.15	$ 460.00
Paper processor filters	400	$ 1.15	$ 460.00
Plastic sleeves rolls	10	$ 39.95	$ 399.50
Tape for leader cards rolls	10	$ 8.95	$ 89.50
Twin Cheek numbers/box	2	$ 15.95	$ 31.90
			$27,324.90

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities needed should the City need to purchase these commodities. 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 purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Police Department – Patrol Division, Photographic Supplies
Account Number: 101-2366-522-2100

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTION Authorize the City Manager to purchase a 4000 gallon per minute pump from Dynamic Pump Systems, L.L.C. for the Milmo Booster Station at San Luis and Milmo in the amount of $35,380.00. Funding is available under 2006 Utility Revenue Bonds.

INITIATED BY:	STAFF SOURCE:
Horacio DeLeon, Assistant City Manager	Tomas M. Rodriguez, Jr. P.E., Director

PREVIOUS COUNCIL ACTION:
None

BACKGROUND:
The 4000 gallon per minute pump is to provide spare redundancy of existing station in case of emergency failure at this location. The Milmo Booster Station provides for high levels of water demands in the southern areas of our water system and the acquisition of spare pumping capacity will provide our staff the ability to replace failed pumps at this station and resume service within hours of the failure. In addition, spare pumps provide the ability to take older units out of service for maintenance and renewal practices.

FINANCIAL IMPACT: Funding is available in the 2006 Utility Revenue Bond, Hendricks Booster Station Acct # 557-4183-538-0333.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Approve Motion

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTION Authorizing the City Manager to amend the professional services contract with Camp Dresser & McKee for the design, bidding, construction and special services for the interim improvements for the South Laredo Wastewater Treatment Plant by increasing the engineering contract by $273,945.00 for a total of $557,040.00. Funding is available in the 2005 Sewer Bond Account.

INITIATED BY:	STAFF SOURCE:
Horacio DeLeon, Assistant City Manager	Tomas M. Rodriguez, Jr. P.E., Director

PREVIOUS COUNCIL ACTION:
On September 18, 2006 awarded a contract to CDM in the amount of $283,095.00 to provide preliminary engineering for the design of the 9 million gallons per day South Laredo Wastewater Treatment Plant Expansion.

BACKGROUND:
The interim improvements will increase the capacity of the Southside WWTP by 1.5 mgd from 6.0 mgd to 7.5 mgd as descried in the initial preliminary study technical memorandum dated February 26, 2007. Currently the South Laredo Wastewater Treatment Plant is treating an average of 6,290,000 gallons per day of a treatment capacity of 6,000,000 gallons or 1.05 % of capacity. TCEQ requires that we proceed with construction of a plants expansion when reaching 90% of plants capacity.

This proposal includes professional services to design the recommended improvements including the following:

1. Addition of air diffusion system to Oxidation Ditch No. 2 and chlorine contact chamber
2. Addition of blower system for diffuser systems
3. Modifications to the head works for flow splitting to Ditch No. 1 and No. 2
4. Replacement of Clarifier No. 1 and No.2 skirt and skirt support members

Original Contract Amount	$283,095.00
Amendment No. 1	$273,945.00
Total	$557,040.00

FINANCIAL IMPACT: Funding is available in the 2005 Sewer Bond Issuance, Acct # 559-4279-538-0297 (S. Laredo Wastewater Treatment Plat).

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Approve Motion

CDM
1777 N.E. Loop 410, Suite 704
San Antonio, Texas 78217
tel: 210 826-3200
fax: 210 826-8876

June 21, 2007

Mr. Adrian Montemayor
Operations Manager
City of Laredo
P.O. Box 2950
Laredo, Texas 78044

Subject: City of Laredo
Southside WWTP
Interim Improvements
Professional Services

Dear Mr. Montemayor:

This letter is in response to your request to revise the proposal for professional services for the Interim Improvements for the Southside WWTP. The interim improvements will increase the capacity of the Southside WWTP by 1.5 MGD from 6.0 MGD AADF to 7.5 MGD AADF as described in the Interim Improvements Technical Memorandum dated February 26, 2007, and discussed at the Interim Improvements meeting held March 20, 2007, and the subsequent site visit. This proposal includes professional services to design the recommended improvements including the following:

- Addition of air diffusion system to Oxidation Ditch No. 2 and chlorine contact chamber;
- Addition of blower system (located on concrete pad) for diffuser systems;
- Modifications to the headworks for flow splitting to Ditch No. 1 and No. 2;
- Replacement of Clarifier No. 1 and No. 2 skirt and skirt support members.

We believe that to show the above work the following design drawings will be required:

1. Cover Sheet
2. General Notes, Legend, Sheet Index
3. Site Plan, Contractor Laydown Area
4. Construction Scheduling Plan
5. Yard Piping Plan
6. Yard Piping Details
7. Grading Plan
8. Civil Details I
9. Civil Details II
10. Headworks Splitter Box Modifications Plan & Sections
11. Oxidation Ditch Plan & Sections
12. Blower Facility Plan & Sections
13. Clarifiers No 1 and No 2 Modifications
14. Chlorine Contact Basin Plan & Sections (Pipe Modifications & Add Diffusers)
15. Mechanical Details I
16. Mechanical Details II
17. Structural Notes, Legend
18. Structural - Blower Facility Plan & Sections
19. Structural Details
20. Electrical Notes, Legend
21. Electrical Site Plan
22. Electrical - Existing MCC Room Modifications
23. Electrical - Blower Facility
24. Electrical - Oxidation Ditch Modifications
25. Electrical Details I
26. Electrical Details II

For the design phase, we propose to provide the following services: preparation of drawings, preparation of specifications, preparation of an opinion of probable cost, attendance at a design review workshop and coordination with TCEQ for drawing and specification submittal.

For the bidding phase, we propose to provide the following services: reproduction of contract documents, attendance at pre-bid conference, preparation and issuance of addenda to the construction documents, assistance during bid opening, evaluation of apparent low

CDM

bidder, recommendation of contract award and preparation of conformed sets of documents by incorporating all changes issued by addenda.

For the construction phase, we propose to provide the following services: attendance at pre-construction meeting, review of RFIs, review of shop drawings, review of monthly contractor pay requests, review of change orders, attendance at monthly construction meetings (not to exceed 6), perform a substantial completion walk-thru, perform a final completion walk-thru, and provide record drawings to incorporate contractor mark-ups.

In addition to the above, to increase the capacity of the Southside WWTP from 6.0 MGD to 7.5 MGD, a minor TCEQ permit amendment is required. This minor amendment provides for approval from the TCEQ for the capacity increase. With the increase in plant capacity, the minor amendment and estimated plant flows, the City will be in compliance with the 90 percent flow rule. In the future, when the plant is expanded to 12 MGD AADF, a major TCEQ permit amendment will be required. The major amendment is a process that will take approximately 12 to 18 months to obtain approval. Although information from the design will be required for the major amendment submittal, it is recommended that this process be started as soon as possible.

We propose to provide the above described services for the following lump sum fee:

Basic Services	
Design Services:	$147,455
Bidding Services:	$ 15,435
Construction Services:	$ 69,805
Total Basic Services:	**$ 232,695**
Special Services	
TCEQ Minor Amendment:	$ 14,200
(Increase Capacity to 7.5 MGD - including filing fee)	
TCEQ Major Amendment:	$27,050
(Expand facility to 12 MGD AADF - including filing fee)	
Total Special Services:	**$ 41,250**
Total Professional Services:	**$ 273,945**

CDM

If you have any questions or would like to meet to discuss, please let us know.

Sincerely,

Greg Swoboda, P.E.
Associate
Camp Dresser & McKee Inc.

Accepted for City of Laredo

By: _____

Title: _____

Date: _____

xc: Allen Woelke, CDM
Mari Garza-Bird, CDM

COUNCIL COMMUNICATION

DATE: 08/06/07	Subject: MOTIONS Consideration to award contract FY07-128 to Mr. Camera, Laredo, Texas, Denco Photo, Laredo, Texas, and National Graphic Supply Albany, New York, in the estimated annual amount of $25,000.00 for the purchase of assorted photographic film used by various departments. The term of this contract will be for one year with an option to extend this contract for one additional year term. Funding is available in the various departments that utilize this service.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received four bids for awarding contracts for the purchase of assorted photographic film used by the Police and other departments. This contract provides contract pricing for Kodak and Fuji brand 35mm film of various exposures and Polaroid film. All items will be purchased on an as needed basis. The term of this contract will be for a one year period with an option to renew this contract for an additional one year period.

Description:	Mr. Camera	National Graphic Supply	Focus Camera, Inc.	Denco Photo
Film 12 exposure ASA 400	$2.99 Kodak	$1.75 Fuji	$1.98 Fuji	$2.99 Kodak $2.39 Fuji
Film 24 exposure ASA 400	$2.79 Kodak	$1.85 Fuji	$2.04 Fuji	$2.99 Kodak $2.99 Fuji
Film 36 exposure ASA 400	$3.75 Kodak	$2.00 Fuji	$2.29 Fuji	$3.49 Kodak $2.94 Fuji
Polaroid 690 Twin Pack	$22.00	$19.85	$19.94	$22.99
Polaroid 669 Twin Pack	$21.00	$18.90	$17.98	$21.49
Polaroid 600 Instant Twin Pack	$22.00	$20.10	$16.89	$22.49
Spectra Twin Pack	$22.50	$19.85	$19.79	$22.99

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities needed should the City need to purchase these commodities. 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 purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	Subject: MOTIONS Consideration to award contract FY07-151 to low bidder, GT Distributors Inc., Austin, Texas in the amount of $31,680.00 for the purchase of rifle ammunition for the Police Department. Funding is available in the Police Department budget.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Agustin Dovalina, Chief of Police Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received two (2) bids for the purchase of .223 rifle ammunition for the Police Department. The department provides duty and practice ammunition to their officers for department issued weapons.

		GT Distributors		Precision Delta	
	Qty	Unit Price	Total	Unit Price	Total
.223 REM;55 grain, pointed soft point	80,000 rounds	$0.396	$31,680.00	$0.425	$34,000.00

FINANCIAL IMPACT: Funds for the purchase of this ammunition are available from the following line item budget:

Police Department – Ammunition
Account Number: 101-2366-522-2500

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	**Subject: MOTIONS** Consideration to award a three-year contract (FY07-137) to USA Mobility for providing pager service for all city departments. The contract award is based on the use of 532 pagers. The annual cost for the first year will be approximately $35,100.00 because the City will be exchanging the current pagers for new pagers. The annual cost for year two and three will approximately $14,352.00. The new contract pricing is approximately 43% less than the previous contract amount. The new contract includes the purchase of new pagers and the monthly service fee for local and extended coverage. All services will be secured on an as need. Funding is available in the user department budgets.

INITIATED BY:	**STAFF SOURCE:**
Horacio De Leon Assistant City Manager Jesus Olivarez, Assistant City Manager	Rosario C. Cabello, Financial Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received four (4) proposals for furnishing pager airtime service and replacements pagers for all city departments. The contract will be for a period of three years and establishes a fixed monthly airtime pager cost for city use. A committee reviewed the proposals and recommended that a contract be awarded to USA Mobility. The most significant aspect of their proposal was their reduced monthly cost. The fixed monthly cost for numeric display pagers is $2.00 and statewide coverage pagers are $3.00. A complete bid summary is attached for your review. Proposals were requested on three different options. Staff is recommending option B as the most advantageous to the City.- Purchase of New Equipment/Fixed Monthly Fee

			USA Mobility		Skytel	
		Est. Qty	Mthly Cost/Pager	Yearly Total	Mthly Cost/Pager	Yearly Total
Numeric Pager, Local Coverage	Year 1	400	$ 2.00	$ 9,600.00	$ 1.99	$ 9,552.00
Numeric Pager, Statewide Coverage	Year 1	132	$ 3.00	$ 4,752.00	$ 1.99	$ 3,152.16
Pager Replacement Cost (one time cost)		532	$ 39.00	$ 20,748.00	$ 53.87	$ 28,658.84
Year I Estimated Total				$ 35,100.00		$ 41,363.00
Numeric Pager, Local Coverage	Year 2	400	$ 2.00	$ 9,600.00	$ 1.99	$ 9,552.00
Numeric Pager, Statewide Coverage	Year 2	132	$ 3.00	$ 4,752.00	$ 1.99	$ 3,152.16
Year 2 Estimated Total				$ 14,352.00		$ 12,704.16
Numeric Pager, Local Coverage	Year 3	400	$ 2.00	$ 9,600.00	$ 1.99	$ 9,552.00
Numeric Pager, Statewide Coverage	Year 3	132	$ 3.00	$ 4,752.00	$ 1.99	$ 3,152.16
Year 3 Estimated Total				$ 14,352.00		$ 12,704.16
Grand Total for 3 Years				**$ 63,804.00**		$ **66,771.32**

FINANCIAL IMPACT: All service charges are billed to the user department's communication budgets.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION: It is recommended that this contract be approved.**

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/6/2007	Consideration to reject all bids received for contract FY07-131 for the purchase of riding lawn mowers for the Parks Department, and authorize the purchase of five (5) riding mowers from Tractor City, Uvalde, TX through the BuyBoard cooperative purchasing program in the total amount of $59,292.30. The bid pricing and the BuyBoard pricing by Tractor City is the same. The department has requested additional mowers not identified in the original bid request. In addition to maintaining all municipal parks, the Parks Department provides mowing services for the Police Department and Civic Center facilities. One mower will be purchased utilizing Police Department funds, two with Civic Center funds, and two with 2007 Bond proceeds.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Miguel Pescador – Parks and Recreation Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:
None

BACKGROUND: Staff has reviewed the bids submitted and is recommending that a contract be awarded to the low bidder Tractor City. Tractor City has provided BuyBoard cooperative purchasing program contract pricing for this equipment. The Parks Department provides mowing services for the Police Station and various sub stations. The Police Department has agreed to purchase one mower as part of the inter department agreement.

Bid FY07-131		Tractor City		Professional Turf		Tractor City	
	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mower w/72" Deck	2	$12,801.01	$25,602.02	$24,725.76	$49,451.02		
Mower w/60" Deck	1	$ 8,088.26	$ 8,088.26	$ 7,150.00	$ 7,150.00	$7,968.73	$7,968.73
Total			**$33,690.28**		**$56,601.02**		**$7,968.73**

BuyBoard Contract Pricing		Tractor City	
	Qty	Unit Price	Total
Mower w/72" Deck	4	$12,801.01	$51,204.04
Mower w/60" Deck	1	$ 8,088.26	$ 8,088.26
Total			**$59,292.30**

FINANCIAL IMPACT: Funding for this equipment is available from the listed machinery and equipment capital outlay budgets.

Police Department	101-2310-525-9001	$12,801.01
Civic Center	243-3135-555-9001	$20,889.27
2007 Bond Proceeds	462-9810-535-9001	$25,602.02
	Total	$59,292.30

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/06/2007	Consideration to schedule two (2) Special City Council Noon meetings for the Month of September 2007 due to Tax Departments adoption of a tax rate. The meeting dates are as follows: September 10, 2007 and September 21, 2007 at 12:15 p.m.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Mary J. Mendiola, Administrative Assistant II

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

Tax Department with regards to the budget has been preparing a Tax Rate Adoption. A first public hearing is scheduled for August 6, 2007. A 2nd Public Hearing is being proposed for September 10, 2007 and a Final Reading has been proposed for September 21, 2007. Both meeting are to be held at 12:15 p.m., subject to approval by City Council.

September 2007

Monday, September 3, 2007 (Labor Day)

Tuesday, September 4, 2007 @ 5:30 p.m. Regular City Council Meeting

Monday, September 10, 2007 @ 12:15 p.m. Special City Council Meeting

Monday, September 17, 2007 @ 5:30 p.m. Regular City Council Meeting

Friday, September 21, 2007 @ 12:15 p.m. Special City Council Meeting

FINANCIAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Approval of this motion.

COUNCIL COMMUNICATION

DATE: 8/06/07	SUBJECT: MOTION Refund of property tax in the amount of $3,557.61 payable to Lakeside Subdivision LLC due to an overpayment. Account # 900-04961-032.

INITIATED BY:	STAFF SOURCE:
CYNTHIA COLLAZO, ACTING CITY MANAGER	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 1st 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 $3,557.61. 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.

City of Laredo Tax Office
Tax Assessor - Collector
P.O. Box 6548 1110 Houston St.
Laredo, Texas 78042
Tax Refund Application

Reference #

FOR ACCTS. PAYABLE ONLY
XXXX 101-0000-222-0300 (DEF.REV.)

In order to apply for a tax refund, the following information must be provided by the taxpayer:

Identification of property:
Name: Lakeside Subdivision LLC
Address: 107 Calle Del Norte, Ste 1C
City/State/Zip: Laredo, TX 78041

Refund payable to:
Name: Lakeside Subdivision LLC
Address: 1505 Calle Del Norte Ste 430
City/State/Zip: Laredo, TX 78041
Account Number: 900-04961-032 Tax Acct ID: 619092
Legal Desc: ABST 496 SUR 1550 GEO H Hill 2.059 ACS

Payment of Taxes:

Year for which refund is requested	Date of the tax payment	Amount of taxes paid	Tax refund requested
2006	6/29/2007	$ 24,354.82	$ 3,557.61
		Total Refund	$ 3,557.61

Taxpayer's reason for refund (attach supporting documentation):
Account has credit due to overpayment for 2006 tax year. The taxes were paid on 7/05/07 by Lakeside Subdivision, ck # 3232. As per office research, refund form will be sent to Laredo Title Attn: Leticia Martinez.

"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."

Leticia B. Martinez — Signature — 07/17/07 Date

Alicia Reyes — Tax Deputy — 07/17/07 Date

==========

Determination for tax refund: _____ Approval _____ Disapproval

E Martinez — Elizabeth Martinez - Tax Assessor-Collector — 7/19/07 Date

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.

~~721-8346~~ ?

722-3192

Leticia Hto

744-1139

City of Laredo
Tax Assessor-Collector
P.O. Box 6548
Laredo TX 78042
Phone: (956) 791-7403
7/11/07

Parcel number
900-04961-032- -

LAKESIDE SUBDIVISION LLC
107 CALLE DEL NORTE, STE 1C
LAREDO, TX 78041-9104

619092

Legal Description
ACREAGE
ABST 496 SUR 1550
GEO H HILL 2.059 ACS

* * O U T S T A N D I N G T A X S T A T E M E N T * *

TAX YEAR	BASE TAX	PENALTY/INT	OTHER +/-	TOTAL DUE
Total Due	.00	.00	.00	.00

This is a statement of your outstanding taxes as of 07/11/07.

IN CASES WHERE A LAWSUIT HAS BEEN FILED, ATTORNEY'S FEES MAY ALREADY BE ASSESSED AND ADDITIONAL COURT COSTS AND ABSTRACT FEES MAY ALSO BE OUTSTANDING WITH THE DELINQUENT TAX ATTORNEY.

*need to ask Mary Mireles.

Leticia Hto
724-9674
1505 Calle del Norte
Ste 430

COUNCIL COMMUNICATION

DATE:	SUBJECT: Motion
08/06/2007	Ratifying an Interlocal Agreement with Webb County for the purpose of establishing a partnership allowing both entities to sponsor the 2007 Avery Johnson Summer Camp held at six facilities throughout the City of Laredo and the County of Webb within a two day period as per the agreement attached as Exhibit A. The City of Laredo and the County of Webb sponsored this event by contributing with $10,000 each. The City's Contribution will be derived from the General Fund – Youth Commission account.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Jr. Assistant City Manager	Miguel A. Pescador, Parks and Recreation Director

PREVIOUS COUNCIL ACTION:

BACKGROUND:

The City of Laredo Parks and Recreation Department and Webb County are joining forces in a combined effort to provide youth of our community the opportunity to participate free of charge in the Avery Johnson Summer Camp that was held at six facilities throughout the City of Laredo and the County of Webb within a two day period.

The City of Laredo and the County of Webb have successfully spearheaded this event with the help of various community agencies for the last seven years.

Besides providing physical activity benefits, the Avery Johnson Camp offers a long lasting motivational experience through positive and encouraging messages reaching thousands of children in our community.

The City of Laredo is responsible for the organization and coordination of the camp as well as for the facilitation of some of the sites.

FINANCIAL IMPACT:

Funding is available in account # 101-3010-543-5454 Youth Commission

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Approval is recommended

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LAREDO AND THE COUNTY OF WEBB
FOR SUMMER BASKETBALL CAMPS

This contract is entered into between the County of Webb, hereinafter referred to as "County" and the City of Laredo, hereinafter referred to as "City," and is entered into pursuant to Section 352.001 of the Local Government Code and Chapter 791 Texas Government Code;

WHEREAS, City is sponsoring basketball camps featuring Avery Johnson for children ages 6 through 15; and

WHEREAS, County has determined that athletic activities such as basketball camps for children contribute to the overall health and fitness of the community; and

WHEREAS, County desires to afford children within Webb County the opportunity to participate in basketball camps; and

WHEREAS, County and City wish to enter into this contract pursuant to the authority of the Interlocal Cooperation Act, Chapter 791 Texas Government Code;

Now, therefore, City and County agree as follows:

Section 1. County agrees to budget and contribute TEN THOUSAND DOLLARS ($10,000.00) to the City's Avery Johnson Basketball Camp Project.

Section 2. City shall have the sole responsibility for the implementation of the Basketball Camp Project.

Section 3. For and in consideration of the financial participation by the County in this project, City shall organize, schedule and conduct eight (8) basketball camps over a two day period being July 24, 2007 and July 25, 2007 and each camp shall accommodate at least 200 children. The camps shall be conducted at the following locations:

Tarver Recreation Center
Cigarroa Recreation Center
Gonzalez, Jr. Middle School
Salvador Garcia Middle School
Trautman Elementary
Northeast Hillside Recreation Center
Muller Elementary School
H. Cuellar Elementary School

Section 4. It is agreed and acknowledged by both parties hereto that the County's contribution shall be used exclusively for the project. None of County's contribution shall be allocated, budgeted or used to pay for any other purpose without the County's written consent and amendment of this agreement.

Section 5. City shall provide County a report of the number of attendees at each of the basketball camps.

Section 6. 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 addressed as follows:

TO THE COUNTY:
Webb County Judge
Webb County Courthouse

1000 Houston
Laredo, Texas, 78040

TO THE CITY:
Carlos Villareal
City Manager
City Hall
1110 Houston
Laredo, Texas 78040

c.c. City Attorney
1110 Houston St.
Laredo, Texas 78040

Section 7. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Section 8. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Section 9. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

Section 10. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

Section 11. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.

Section 12. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Section 13. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 14. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.

Section 15. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

This contract was approved by the Commissioners' Court of Webb County on the 23rd day of July, 2007, and by the City Council of the City of Laredo, on the _____ day of _____, 2007.

Signed this ____ day of _____, 2007.

WEBB COUNTY
A political subdivision of the
State of Texas

ATTEST:

_____

_____

Margie Ramirez Ibarra
Webb County Clerk

Danny Valdez.
Webb County Judge

APPROVED AS TO FORM:

Homero Ramirez
Webb County Attorney
*By law, the County Attorney's Office may only advise r 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).

Signed this ____ day of _____, 2007.

CITY OF LAREDO
A Texas municipal corporation.

ATTEST:

Gustvo Guevara, Jr.
City Secretary

Carlos Villareal
City Manager

APPROVED AS TO FORM:

Anthony McGettrick
Acting City Attorney

COUNCIL COMMUNICATION

Date:	SUBJECT: MOTION
08/6/07	Referring the City of Laredo Comprehensive Plan to the Planning and Zoning Commission and requiring that a report from the Planning and Zoning Commission with any recommendations be brought back before the City Council before the adoption of the budget; in accordance with Article IX, Section 9.03 of the Charter of the City of Laredo.

Initiated by:	**Staff source:**
Cynthia Collazo, Deputy City Manager	Keith Selman, Planning Director

PRIOR COUNCIL ACTION: None

BACKGROUND:

The City of Laredo Charter requires that the Comprehensive Plan be reviewed and adopted every year prior to the adoption of the City's annual budget. The current Future Land Use Plan (amended in 2002 per Resolution 2002-R-078) and the Long Range Thoroughfare Plan (amended in 2006 per Resolution 2006-R-121), are the elements of the Comprehensive Plan which are to be reviewed and adopted annually under Article IX, Section 9.03 of the Charter. Staff is not proposing any changes to the Comprehensive Plan at this time. Staff will, however, present a status report on the revisions currently in progress.

Attachment A is a complete draft of the text of the Transportation element of the Comprehensive Plan. The Long Range Thoroughfare Plan is a component of the Transportation element.

Attachment B is a preliminary draft of the Future Land Use Plan. The Future Land Use Plan and the Long Range Thoroughfare Plan are the graphic elements within the City of Laredo Comprehensive Plan. The text of the Land Use element is currently in the early stages of revision and is not included at this time.

Attachment C includes a preliminary draft of the Table of Contents, as well as draft tables including population data (historic and projected) for the City of Laredo, the Laredo MSA (Metropolitan Statistical Area), and the city of Nuevo Laredo, Tamaulipas, Mexico.

Other elements of the Comprehensive Plan which are currently under revision but are not presented at this time include: the Introduction and overview; the Guidelines for Growth, which addresses planning principles and presents policy guidelines; and the Base Studies element, which includes current demographics as well as demographic forecasts for the projected time span of the revised Comprehensive Plan, twenty-five years (to 2035).

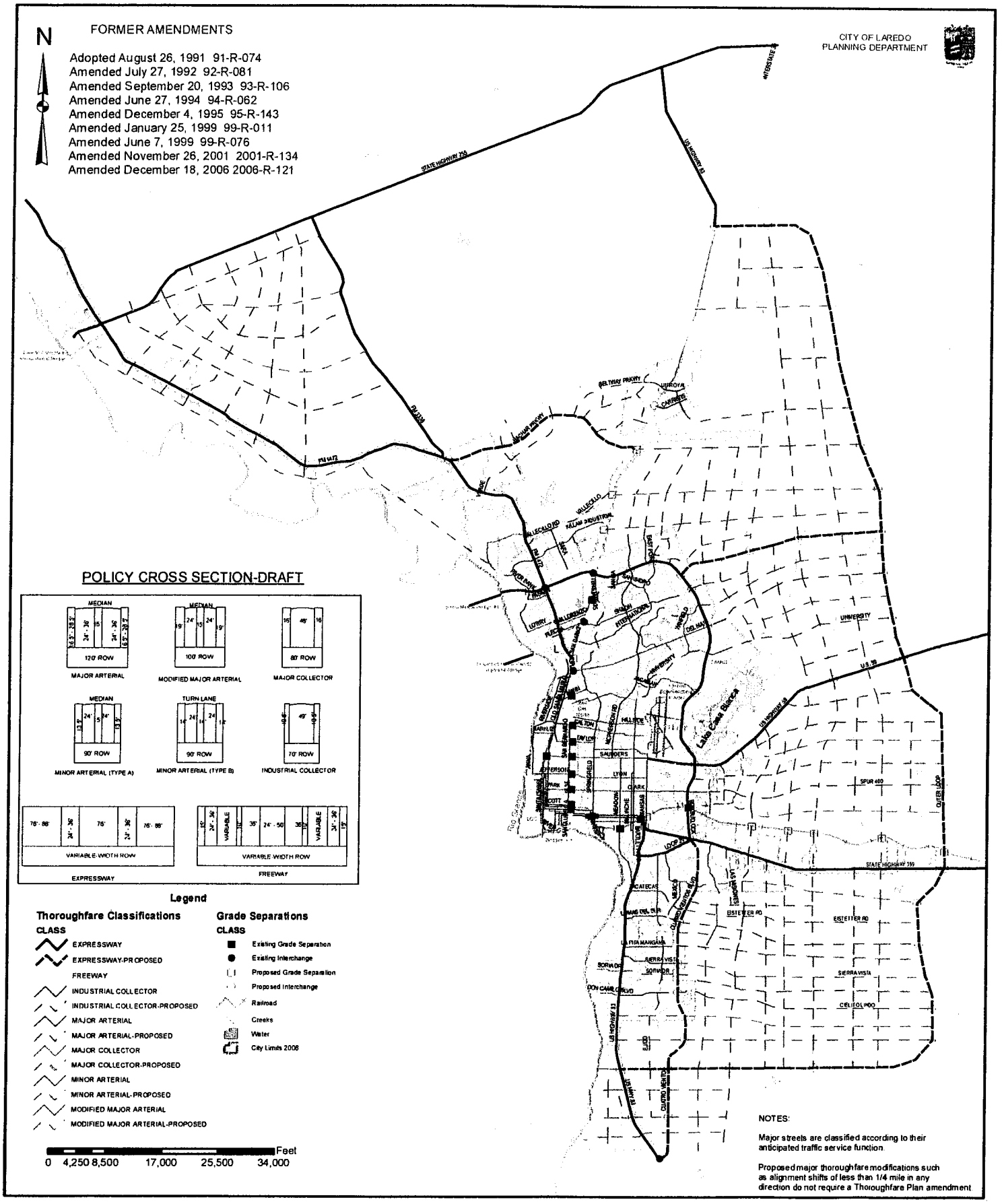
The Comprehensive Plan will be placed on the Planning and Zoning Commission agenda of August 16, 2007 for their consideration. Any recommendations by the Planning and Zoning Commission will be brought back for action by the City Council on August 20, 2007.

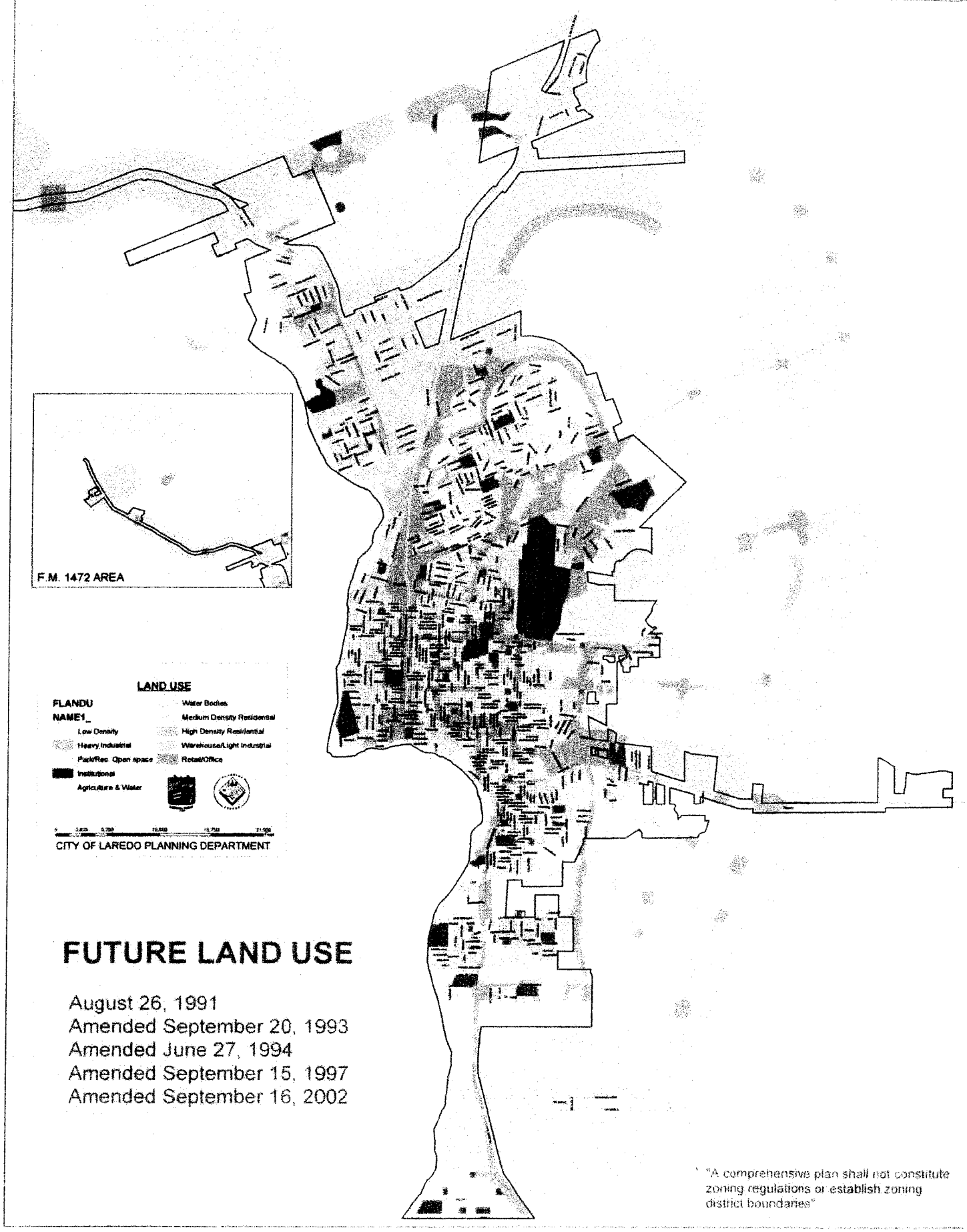
FINANCIAL IMPACT:
None

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N/A	Approval of motion.

LONG RANGE THOROUGHFARE PLAN- LAREDO, TEXAS

RESOLUTION: 2006-R-121




F.M. 1472 AREA
LAND USE
FLANDU
NAME1_
Low Density
Heavy Industrial
Park/Rec. Open space
Institutional
Agriculture & Water
Water Bodies
Medium Density Residential
High Density Residential
Warehouse/Light Industrial
Retail/Office
CITY OF LAREDO PLANNING DEPARTMENT
FUTURE LAND USE
August 26, 1991
Amended September 20, 1993
Amended June 27, 1994
Amended September 15, 1997
Amended September 16, 2002
"A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries"

D R A F T

(2 Nov 2006 rev)

Transportation

[an element of the Comprehensive Plan]

▫INTRODUCTION

A transportation system promoting the efficient, safe, and economic movement of people and goods is at the heart of any successfully developing urban area. In addition, there exists a fundamental relationship between transportation and land use. Without an efficient transportation system, a city's ability to utilize its existing developed land--let alone grow and develop new areas--is constrained. Thus, the transportation system serves as the framework for the city's physical growth. Laredo's position as the largest inland port in the United States underscores the importance of the city's transportation network and the need for appropriate planning to meet future demands. The Transportation element of the Comprehensive Plan is the policy document guiding the development of Laredo's transportation system.

▫PLANNING PROCESS and METHODOLOGY

Transportation planning is the process used to provide for the development of an efficient and appropriate transportation system to meet existing and future travel needs. A significant component of the transportation planning process involves data collection, including current and projected demographics, information on existing and future land use, as well as information on the existing transportation system. Information about the transportation system contains data on traffic demand, existing roadway capacity, and budgets for transportation-related costs including road construction, maintenance, and right-of-way acquisition.

Data collection and analysis for transportation planning within the Laredo area is done every five years as part of the Laredo Urban Transportation Study (LUTS) / Metropolitan Planning Organization's (MPO) *Laredo Metropolitan Transportation Plan* (MTP). The MTP, covering a scope of twenty-five years, is required to include information on current and proposed transportation projects, including budget and implementation data. While the purpose of the MTP "is to develop a comprehensive multimodal transportation plan to accommodate travel demands for the Laredo metropolitan area," it also provides "a structure and planning process for improving the region's transportation system." The variety of data contained within the MTP provides a point of departure for the development of the Comprehensive Plan's Transportation element. In contrast to the MTP, however, the Transportation element of the Comprehensive Plan is not concerned with specific projects and funding, but with providing policy guidelines to direct the development of Laredo's transportation network and its relationship to land development (future and existing). The Long-Range Thoroughfare Plan is also a part of the Transportation element of the City's Comprehensive Plan.

▫OBJECTIVES

The primary objectives of transportation planning concern economy, efficiency, and safety, as well as the transportation system's impact on the quality of life. More specifically, the objectives include:

- Supporting the economic vitality of the Laredo area by increasing accessibility and mobility options, as well as enhancing the connectivity of the transportation system, for both people and freight;
- Promoting efficiency in transportation system management and operation (including cost savings), while preserving the existing transportation system;
- Increasing safety and security for all users of the system, regardless of transportation mode used; and
- Promoting energy conservation and environmental preservation, including improving air quality.

▫FUNDING THOROUGHFARES and RIGHT-OF-WAY ACQUISITION

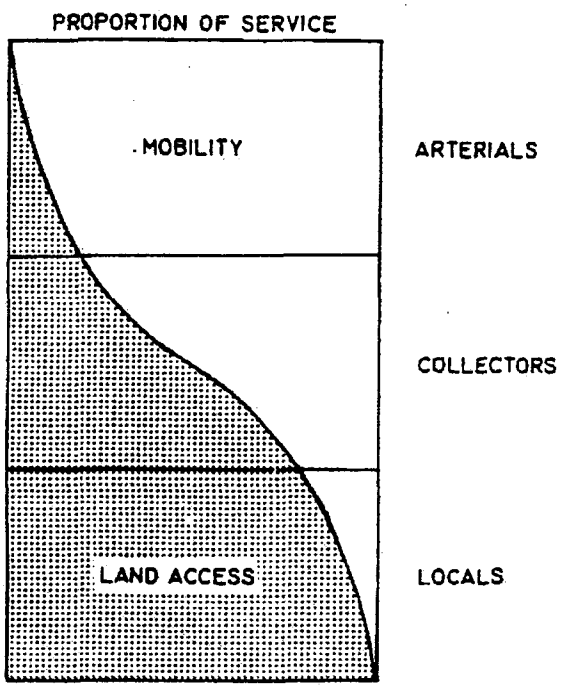
Funding for thoroughfare development, construction, and maintenance comes from a number of sources, primarily from the public sector. However, public-private partnerships are increasingly being considered potentially viable as a means of funding costs involved in constructing and operating thoroughfare systems.

- Development drives the creation of the thoroughfare system. As a matter of policy roadway facilities are brought in with the development, and are thus the responsibility of the developer. In addition to the thoroughfares included within a subdivision plat, as part of the platting process a developer may provide rights-of-way (ROW) by either dedication or reservation. If a ROW is dedicated, the property owner/developer is responsible for constructing the roadway. If a ROW is reserved, the developer sets aside the land for development without specifying the intended use. If the City wishes to utilize the reservation for a ROW, the City must bear the costs of roadway development.
- At the municipal level, the City's *Capital Improvement Plan* (CIP) includes funds for thoroughfare projects. These funds are often used as the local government's required contribution to state and federal funding. CIP funding sources include transfers from the Bridge System, the General Fund, the Transit Fund, and the Hotel-Motel Fund. Consideration should be given to the county as a possible source of additional local funds.
- State and federal funding for thoroughfares are handled at the local level by Laredo's Metropolitan Planning Organization (MPO). The MPO's *Metropolitan Transportation Plan* is required documentation submitted to TxDOT and identifies "federal, state, local and/or private funding sources for each identified [transportation] project." Additionally, the MPO submits an annual *Transportation Improvement Program* (TIP) to TxDOT, which becomes part of TxDOT's *State Transportation Improvement Program* (STIP). The STIP, which includes programs for both building and maintaining on-system thoroughfares, is submitted to the US Department of Transportation as part of the federal funding process.

▫ACCESS versus MOBILITY

The thoroughfare network plays a dual role by providing two related but conflicting functions: (1) access to property, and (2) travel mobility. Access is a fixed requirement, necessary at both ends of any trip. Any increase in the number of access points results in a corresponding decrease in mobility. Conversely, because an increase in mobility involves increases in speed, distance, and traffic volume, the need for access control likewise increases. Thus, access and mobility are both functions of land development density—the higher the density, the greater the need for access. The mobility/access relationship to thoroughfare function is illustrated in Figure 1.

Figure 1. Functional Classification System - Mobility/Access Relationship



▫FUNCTIONAL CLASSIFICATIONS

The functional classification of thoroughfares groups roadways into a hierarchical system according to the purpose of a given thoroughfare within the transportation network. The criteria used to classify roadways within the hierarchy fall into three broad categories:

(1) Trip Service—trip length, traffic volume;
(2) Area Service—land use activities connected and served by thoroughfares;
(3) Operational Characteristics, i.e. Design Standards.

Design standards dictate the physical characteristics of the roadway, contributing to the roadway's purpose and impact. Factors such as operating speed, system continuity, right-of-way (ROW) availability, facility length, design lanes, access control, and level of

service (LOS) are design standards. LOS, as a qualitative measure of mobility (i.e. traffic flow), is represented by such factors as:

(1) speed and travel time;
(2) traffic interruption;
(3) freedom to maneuver;
(4) safety;
(5) driving comfort and convenience; and
(6) operating costs.

LOS is graded into six categories, labeled A through F, with A indicating the highest mobility and F the least. An LOS of D is considered acceptable. However, an LOS of C is considered desirable for the most congested roadways. Table 1 defines the LOS categories.

Table 1. Level-of-Service (LOS) Definitions for Principle Roadways

Level-of-Service (LOS)	LOS Definitions
A	Very low vehicle delays, traffic signal progression extremely favorable, free flow; most vehicles arrive during given signal phase.
B	Good signal progression, more vehicles stop and experience higher delays than for LOS A.
C	Stable flow, fair signal progression, significant number of vehicles stop at signals.
D	Congestion noticeable, longer delays and unfavorable signal progression, many vehicles stop at signals.
E	Limit of acceptable delay, unstable flow, poor signal progression, traffic near roadway capacity, frequent cycle failures.
F	Unacceptable delay, extremely unstable flow and congestion, traffic exceeds roadway capacity, stop-n-go conditions.

▫ACCESS MANAGEMENT

Access management is a set of techniques and roadway design elements utilized to improve safety and enhance mobility while assuring safe and reasonable access to properties adjacent to a roadway. The techniques and design elements include but are not limited to turn lanes, turn pockets, medians, optimal spacing of driveways, and signalization. The appropriate technique or design element is generally determined by the functional class of a thoroughfare. Land development type, location, and density determine the extent of access management.

The primary safety benefit of access management is the reduction of accidents, especially rear-end and broadside/left-turn collisions. Additionally, access management makes pedestrian and bicycle transportation safer. Operational benefits include the optimization of mobility; therefore, the LOS is enhanced through the ability to maintain travel speed and traffic volume while minimizing congestion and delay.

Driveway spacing and corner clearance guidelines are presented in Tables 2 and 3, to be superseded by the implementation of an access management plan. Consolidation of multiple driveways serving various small parcels into common driveways with access easements should be encouraged along arterial and major collector roadways. Median break locations should be spaced such that adequate transition and left turn storage can be maintained. In general, median break locations should be no closer than 600 feet with 800 to 1000-foot minimum spacing preferred. Signal spacing should generally be maintained at approximately ¼ to 1/3 mile intervals except in highly developed areas (such as the CBD) where closer spacing is necessary or high capacity corridors (such as Mines Road) where preservation of through traffic mobility is a priority.

Table 2. Minimum Separation (in feet) Between Driveways and Street Intersections

Intersecting Street	Street on Which Driveway Is to be Located						
	Freeway (Frontage Rd)	Expressway (w/ Frontage Rd)	Major Arterial	Minor Arterial	Major Collector	Industrial Collector	Local Collector
Freeway (Frontage Rd)	N/A	N/A	200	200	200	200	200
Expressway (w/ Frontage Rd)	N/A	N/A	200	200	150	150	150
Major Arterial	200	200	120	120	100	100	100
Minor Arterial	200	200	120	120	90	90	90
Major Collector	150	150	100	90	60	60	60
Industrial Collector	150	150	100	90	60	60	60
Local Collector	150	150	100	90	60	60	60
Local	150	150	100	70	60	60	60

Table 3. Adjacent Driveway Separation Standards (in feet) by Street Classification

Major Collector	Minor Arterial	Major Arterial	Expressway**	Frontage Road
125 - 175	150 - 200	200 - 300	600 - 800	125 - 175

Should individual tracts not have the frontage required to meet these standards, the maximum practical spacing per frontage should be required.

***Direct driveway access to expressways should be discouraged.*

•*THOROUGHFARE CLASSIFICATION CATEGORIES*

The following roadway facility types are included in the thoroughfares of Laredo:

▪*Freeways*:

An on-system divided arterial highway with full access control and complete separation of conflicting traffic flows. Freeways provide the highest level of mobility among thoroughfare classification categories and do not provide direct land access. Access to land uses which abut freeways is best achieved through the utilization of one-way frontage roads. On and off freeway access is provided by an integrated system of ramps. Freeways provide service to regional generators, serve the longest trip lengths of any facility type, and are often part of the interstate highway system.

▪*Expressways*:

Also on-system thoroughfares, expressways (i.e. US, state, and local highways, as well as farm-to-market roads) are divided arterial highways with partial to fully controlled access which augment or interconnect with the freeway and arterial systems. Expressways provide the second highest level of mobility and serve both regional and secondary generators. Generally, expressways serve relatively long trip lengths and may be an interim stage of facility development leading to eventual upgrading to freeway status. Direct land access from expressways should be restricted such that land access is generally obtained from abutting arterial or collector roadways. Lots should be platted with double frontage where appropriate to reinforce this access management strategy. For lots which do not have double frontage or in order to supplement access opportunities, access should be gained from frontage roads, access easements and/or shared driveways.

Thoroughfare intersections with expressways should be appropriately spaced (1/3 to ½ mile) to ensure adequate signal system progression. Full service median breaks should be restricted except at thoroughfare intersections and should be designed to accommodate large trucks. Direct driveway connections to expressways should

function as right-in/right-out and should only be considered where shared access opportunities are available while maintaining adequate spacing. Thoroughfare/ expressway intersections should be planned for ultimate grade separation.

▪***Major Arterial and Modified Major Arterial*:**
A continuous street system which augments and interconnects with the freeway/expressway system. Major arterials serve moderate to long trip lengths and provide a system to distribute traffic from the freeway/expressway system to and from the urbanized area. Characterized by an emphasis on traffic mobility rather than land access, major arterials should not penetrate identifiable neighborhoods. A modified major arterial differs from a major arterial only in that the right-of-way is narrower than a major arterial. Much of the existing roadways in the city's core transportation corridor are at least 40 years old. Thus, the decreased ROW is due to development prior to the city's implementation of current transportation planning methodology, and without an understanding of current mobility needs.

▪***Minor Arterial (Types A and B)*:**
Roadways which either 1) augment the major arterial system in more densely or intensively developed areas which require a closer spacing of arterial facilities, or, 2) provide service in lieu of major arterial facilities in less densely or intensively developed areas where trip lengths are relatively short. Minor arterials provide a somewhat lower level of mobility than major arterials and distribute traffic to smaller geographic areas than those served by higher systems. Minor arterials should not penetrate identifiable neighborhoods, but may provide greater direct access to abutting property than a major arterial. Type A minor arterials include a central turn lane, while Type B minor arterials are constructed with a central median.

▪***Collector***
Roadways which provide a variable amount of land access, circulate traffic between land uses, and collect and distribute traffic between the arterial and local street systems.
a) Major Collector
A street system which collects and distributes both local and through traffic. Major collectors are often two-lane facilities, but may also be four-lane (depending on traffic volumes) and, like arterials, may also function in one-way pairs. Major collectors may penetrate identifiable neighborhoods and can augment all other street systems.
b) Industrial Collector
A street system which collects and distributes commercial traffic to and from commercial/industrial areas and serves a high percentage of truck traffic.
c) Local Collector
A street system which collects and distributes local traffic to and from the arterial and/or major collector systems. Appropriate spacing and design of local collectors in residential areas is critical in providing adequate local service while minimizing traffic-

related neighborhood impacts. Local collectors are not depicted on the Long Range Thoroughfare Plan.

▪*Local*
Streets which penetrate neighborhoods to provide the highest level of access to residential, commercial, or other abutting property. Local street service to through traffic is discouraged. The largest portion of a municipality's street system is composed of local streets. Local streets are not depicted on the Long Range Thoroughfare Plan. Refer to Table 4 for a comparative table of the Thoroughfare Classification System.

▫LONG RANGE THOROUGHFARE PLAN

The Thoroughfare Plan identifies existing and proposed roadways within the city and its extraterritorial jurisdiction (ETJ). The Plan relates thoroughfares to current and future land use and the associated demand for roadway facilities. Functional classifications are indicated for all thoroughfares, existing and proposed. As a requisite component of the Transportation element of the City's Comprehensive Plan, the primary function of the Plan is to provide for essential reservation of land for future rights-of-way. In addition, the Plan is recognized and used by local, regional, state and federal transportation decision-makers.

In developing the Plan a number of factors must be considered: the Future Land Use Plan, information on travel demands, movement and access requirements, as well as any physical constraints to roadway construction. Reviews of the Plan ought to be performed regularly, with major revisions considered every 3 to 5 years. Amendments to the Plan should be made when significant thoroughfare modifications occur, including alignment shifts of existing and/or proposed thoroughfares of a ¼ mile in either direction, elimination of continuous roadway segments, or when local conditions change. The Plan should be amended routinely in conjunction with the Texas Department of Transportation's (TxDOT) regional travel demand modeling. In addition, the Plan must be amended to remain consistent with elements of the Comprehensive Plan. Other amendments may be made in conjunction with more detailed sector development plans in which alignment changes do not significantly affect system continuity or degrade projected levels of service beyond acceptable ranges. The process for amending the Plan includes review and revision by the City Planning Department, presentation to the Planning and Zoning Commission, and presentation to the City Council for adoption.

▫INTERMODAL and MULTIMODAL TRANSPORTATION

Laredo's dominance as a port between the United States and Mexico demands a well-coordinated multimodal transportation network with intermodal facilities promoting the efficient transfer of freight between transportation modes, i.e. between tractor trailer trucks, rail, and air. Multi- and intermodal facilities are crucial to the continued

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THOROUGHFARE TYPE	Functional Role	Facility Spacing	ROW (in feet)	Access Control	Traffic Volume	Average Trip Length (in miles)	Design Speed (MPH) / posted speed	Grade Separated
Freeway	Through movement only; no direct access to property.	2 - 5 miles; should not penetrate neighborhoods	Variable	Full	High	> 4	75 / 55-75	Yes
Expressway	Through movement only; no direct access to property.	2 - 5 miles; should not penetrate neighborhoods	Variable	Extensive	High	> 4	75 / 55-75	Yes
Major Arterial	Mobility priority over access; connects freeways/expressways & other arterials.	1 - 2 miles; should not penetrate neighborhoods	120	Less extensive than expressway	Moderate to High	> 4	45 / 40-45	Desirable
Modified Major Arterial	Mobility priority over access; connects freeways/expressways & other arterials.	1 - 2 miles; should not penetrate neighborhoods	100	Less extensive than expressway	Moderate to High	> 4	45 / 40-45	No
Minor Arterial (Type A)	Connects freeways/expressways, arterials & lower classes. Access is secondary.	1/2 - 1 mile; generally should not penetrate neighborhoods	90	Less extensive than major arterial	Moderate	> 3	35 / 30-35	No
Minor Arterial (Type B)	Connects freeways/expressways, arterials & lower classes. Access is secondary.	1/2 - 1 mile; generally should not penetrate neighborhoods	90	Less extensive than major arterial	Moderate	> 3	35 / 30-35	No
Major Collector	Collects traffic; connects arterials to local streets; also land access.	1/3 - 1/2 mile; may penetrate neighborhood	80	Less extensive than minor arterial	Moderate to Low	< 2	30 / 30 or less	No
Industrial Collector	Collects commercial truck traffic; connects arterials to local streets; also land access.		70	Less extensive than minor arterial	Moderate to Low	< 3	30 / 30 or less	No
Local Collector	Collects local traffic	As appropriate depending on subdivision design. Will penetrate neighborhoods.	60	Little	Low / Variable	< 2	30	No

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Table 4, cont'd. Thoroughfare Classification System

THOROUGHFARE TYPE	Minimum Driveway Separation (in feet)	Median Desired	Paving Section (in feet)	Fronting Land Uses	On-Street Parking	Bicycle Capable	Pedestrian Sidewalk (in feet)	Direct Access
Freeway	N/A	Yes	Varies	All but SF Residential	None	No	None	No
Expressway	600	Yes	Varies	All -- Residential discouraged	None	No	None	Yes
Major Arterial	200	Yes	2 / 24-36	All but SF Residential	None	Yes	Required both sides; 8	Yes
Modified Major Arterial	200	Yes	2 / 24	All but SF Residential	None	Yes	Required both sides; 8	Yes
Minor Arterial (Type A)	150	Yes	2 / 24	No SF Residential or Industrial	None	Yes	6	Yes
Minor Arterial (Type B)	150	Yes	2 / 24	No SF Residential or Industrial	None	Yes	6	Yes
Major Collector	125	No	48	Retail, Office, Commercial, & limited Residential	Generally not permissible	Yes	6	Yes
Industrial Collector	60	No	49	Industrial & Commercial	None	No	8	Yes
Local Collector	60	No	40	Retail, Residential, & Commercial	May be permissible	Yes	4	Yes

economic growth of the city. In addition, a well-coordinated multimodal network encourages a variety of transportation alternatives to the citizens of Laredo.

Commercial truck traffic is limited to industrial collectors and roadways with truck route designation, with the exception of permitting access via local streets to destinations not located along truck routes. Truck routes not only maximize the efficiency of commercial freight traffic, but, by keeping commercial traffic to a minimum on the remaining roadways, traffic safety is improved.

Non-commercial intermodal facilities in Laredo currently include the Multimodal Transportation Terminal located in the central business district (CBD), and a Park-and-Ride facility located near the airport on Hillside Road. Both facilities provide linkages between public transit--the El Metro bus system, and motor vehicle, pedestrian, and/or bicycle transportation modes. Laredo has air passenger service, but no passenger rail service.

Current bicycle facilities include a striped bike lane along Clark Street from Arkansas Avenue to Loop 20, and an off-street bike path adjacent to Loop 20 from US Highway 59 to University Boulevard. The City of Laredo's Parks and Recreation Department includes proposed bicycle facilities as part of that Department's Comprehensive Plan. As an alternative to striped bike lanes, outside curb lanes can be widened by an additional 3 feet in order to accommodate bicycle traffic. These wide outside curb lanes may be constructed along arterials (major, modified major, and minor), as well as major collectors. Refer to the Policy Cross-Section on the Long Range Thoroughfare Plan.

During the past fifty-plus years in Laredo, as well as in most cities across the US, motor vehicles have served as the primary mode of transportation. Current economic trends, e.g. rising fuel costs, combined with an increasing concern for improving environmental quality, will encourage changes in urban transportation systems. In light of the current highway funding legislation, the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)—which includes programs addressing multimodal transportation needs as well as transportation-related environmental concerns along with more traditional highway funding programs, transportation systems will need to increasingly reflect the need for alternative modes of transportation.

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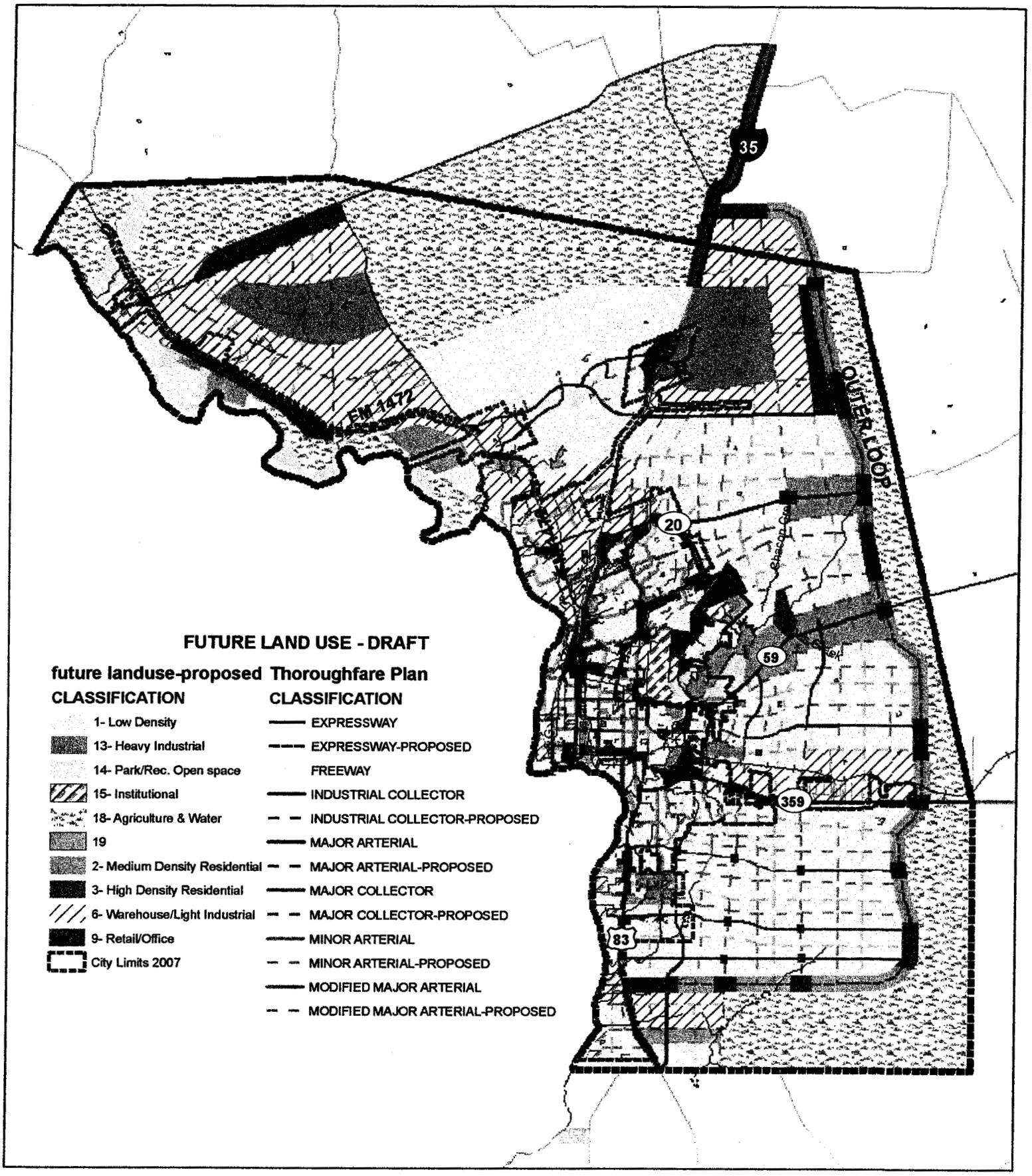
Table 3. Adjacent Driveway Separation Standards (in feet) by Street Classification

Table 4. Guidelines for Functional Classification of Streets

Long Range Thoroughfare Plan

--- PRELIMINARY DRAFT ---
FUTURE LANDUSE PLAN



ATTACHMENT B

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COMPREHENSIVE PLAN OF THE CITY OF LAREDO

•Introduction

I. Vision Statement
II. Scope and Content

•Base Studies

I. Existing Demographic Conditions
   A. Population
   B. Housing Characteristics
   C. Economic
      1) Labor
      2) Commercial and Industrial

II. Forecasts
   A. Population
   B. Housing Demand
   C. Economic
      1) Labor
      2) Commercial and Industrial

•Guidelines and Policy for Growth

I. Urban Planning Principles

II. Policies, Goals, Objectives and Implementation Strategies
   A. Land Use
   B. Growth Management
   C. Urban Design
   D. Housing
   E. Economic Development
   F. Historic Preservation
   G. Parks and Recreation, Open Space and Environmental
   H. Community Services and Facilities
   I. Transportation
   J. Physical Infrastructure (Utilities)

•Land Use

I. Existing Land Use
   A. Planning Area
   B. Environmental Constraints and Opportunities
      1) Flood Hazard Areas
      2) Green Space and Critical Habitat
      3) Prime Farmland and Ranchland

ATTACHMENT C

C. Location Criteria
1) Residential
2) Commercial
3) Industrial
4) Parkland and Open Space
D. Capital Improvement Program
1) Engineering Considerations
2) Physical Infrastructure

II. Future Land Use
A. Future Land Use Designations
B. Sustainable and "Green" Development

•Transportation
A. Introduction
B. Planning Process and Methodology
C. Objectives
D. Funding Thoroughfares and Right-of-Way Acquisition
E. Access versus Mobility
F. Functional Classifications
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H. Thoroughfare Classification Categories
I. Long Range Thoroughfare Plan
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•Appendices
▪Glossary
▪List of Figures, Maps, and Tables
▪Sources [Bibliography]
▪Northwest Corridor Plan
▪Departmental Master Plans

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Laredo - Population (1950-present)

Year	City Population	Percent Increase* - City	MSA Population (Laredo MSA=Webb County	Percent Increase - MSA	City as Percentage of the County	Nuevo Laredo, Tamps., MX	Percent Increase	Los Dos Laredos - MSA / Municipalidad	Percent Increase
1950*	51,910	14.1%	56,141	22.2%	92.4%	59,500	105.8%	115,641	54.5%
1960	60,678	16.8%	64,791	15.4%	93.6%	93,000	56.3%	157,791	36.4%
1970	69,024	13.7%	72,859	12.4%	94.7%	150,900	62.2%	223,759	41.8%
1980	91,449	32.4%	99,258	36.2%	92.1%	201,731	33.6%	300,989	34.5%
1990	122,899	34.3%	133,239	34.2%	92.2%	217,468	7.8%	350,707	16.5%
2000	176,576	43.6%	193,117	44.9%	91.4%	310,915	42.9%	504,032	43.7%
2005	207,787	17.7%	221,478	14.7%	93.8%	355,827	14.4%	577,305	14.5%
2006**	215,484	3.7%	231,470	4.5%	93.0%				
					avg 92.9% city/county				

*Percentage increase from prior census

Laredo - Population Projections (2010-2035)

Year	MSA Population (Laredo MSA=Webb County	Percent Increase - MSA
2010*	263,286	18.8%
2015	301,988	14.2%
2020	342,789	11.9%
2025	386,990	10.6%
2030	435,776	9.6%
2035	488,062	8.6%

*2005-2010 is % increase from 2005 ACS figure

Sources:

- INEGI - XII Censo General de Población y Vivienda 2000
- INEGI - II Conteo de Población y Vivienda 2005
- Mexico - historical demographic data of the urban centers (per 9 July 2007; online at: http://www.populstat.info/Americas/mexicot.htm)
- Texas State Data Center and Office of the State Demographer. Texas Population Estimates Program 2004 (online at: http://txsdc.utsa.edu/tpepp/txpopest.php)
- Urban Plan of Los Dos Laredos 1994
- US Census Population estimate - American FactFinder 2006
- US Census - American Community Survey 2005
- US Census - Census2000

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Laredo - Population (Historic)

Year	City Population	MSA Population (Laredo MSA = Webb County	Percent Increase - City	Percent Increase - MSA	
1755	25	n/a	n/a	n/a	
1757	85	n/a	240.0%	n/a	
1767	120	n/a	41.1%	n/a	
1778	200	n/a	66.6%	n/a	
1789	880	n/a	340.0%	n/a	
1819	1,418	n/a	61.1%	n/a	
1823	2,052	n/a	44.7%	n/a	
1831	1,698	n/a	-17.2%	n/a	
1835	1,750	n/a	3.1%	n/a	
1845	1,885	n/a	7.7%	n/a	
1850	1,879	n/a	-0.3%	n/a	
1870	2,046	n/a	8.8%	n/a	
1880	3,531	n/a	72.5%	n/a	
1890	11,319	n/a	220.0%	n/a	
1900	13,429	21,851*	18.6%	n/a	
1910	14,855	22,503*	10.6%	2.9%	
1920	22,710	29,152*	52.8%	29.5%	
1930	32,618	42,128*	43.6%	44.5%	
1940	39,274	45,916	20.4%	8.9%	
1942	45,498	--	15.8%	n/a	1940-42
1950	51,910	56,141	14.1%	22.2%	1940-50
1960	60,678	64,791	16.8%	15.4%	
1970	69,024	72,859	13.7%	12.4%	
1980	91,449	99,258	32.4%	36.2%	
1990	122,899	133,239	34.3%	34.2%	
2000	176,576	193,117	43.6%	44.9%	
2005	207,787	221,478	17.7%	14.7%	

SOURCES

•United States. Bureau of the Census. Decennial Census [year] [This applies to the figures for the CITY from 1850 on to 2000.]

•United States. Bureau of the Census. American Community Survey 2005. [The figures are for 2005, but just released in Aug/Oct 2006.]

•For the data prior to 1850, the sources are various and include the Laredo Spanish Archives, as well as TX state resources.

*•Figures from the TX A&M University Real Estate Center (online at: http://recenter.tamu.edu/data/popmd/pm4080.htm

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTION Authorize the City Manager to **cancel** a professional services contract awarded in the sum of $377,000 with remaining funds in the project of $293,914.00 to Rathmell and Gilpin Engineering Company, L.L.C. for the design, bidding, and construction, for the expansion of the North Laredo Wastewater Treatment Plant from 963,000 gallons per day to 2,000,000 gallons per day. Funding was available in the 2004 Sewer Bond Issuance account.

INITIATED BY:	STAFF SOURCE:
Horacio DeLeon, Assistant City Manager	Tomas M. Rodriguez, Jr. P.E., Director

PREVIOUS COUNCIL ACTION:
On January 23, 2006 Council awarding a contract to Rathmell and Gilpin Engineering Company, L.L.C., Laredo, Texas in the amount of $377,000.00 for basic engineering services including a preliminary engineering report, surveys, design, and preparation of plans and specifications with cost estimates for a 1,000,000 gallon per day expansion of the North Laredo Wastewater Treatment Plant.

BACKGROUND:
This project consisted of a preliminary engineering study providing detail as to the level of design effort as well as technology capabilities at the beginning of the contract period at a cost of $83,086. Upon the completion of this project staff accepted the recommendation of the engineer to proceed to full capacity design from the existing 963,000 gallons per day treatment capacity currently available to the full 3,000,000 gallons per day plant. The additional funds not used on this project will return to existing account and made available for new engineering contract.

The cost for design, bidding, and construction services for the new engineering contract is included under other council action for the full 3,000,000 gallon per day plant construction.

FINANCIAL IMPACT: Funding is available in the 2004 Sewer Bond Issuance, Acct # 559-4278-538-0291 (N. Laredo Wastewater Treatment Plant).

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Approve Motion

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTION Authorize the City Manager to award a professional services contract in the sum of $ 960,000 to Gilpin Engineering Company, L.L.C. for the design, bidding, and construction, of a 3,000,000 gallon per day Wastewater Treatment Plant in the North Laredo Wastewater Treatment Plant site. Funding is available in the 2004 Sewer Bond .

INITIATED BY:	STAFF SOURCE:
Horacio DeLeon, Assistant City Manager	Tomas M. Rodriguez, Jr. P.E., Director

PREVIOUS COUNCIL ACTION:
On January 23, 2006 Council awarding a contract to Rathmell and Gilpin Engineering Company, L.L.C., Laredo, Texas in the amount of $377,000.00 for basic engineering services including a preliminary engineering report, surveys, design, and preparation of plans and specifications with cost estimates for a 1,000,000 gallon per day expansion of the North Laredo Wastewater Treatment Plant.

BACKGROUND:
Upon evaluation of the preliminary engineering report it has been recommended with staff concurrence to construct a new 3,000,000 gallon per day plant and not use the exiting plant because of it's failing concrete structure.

Therefore staff is recommending that this professional services contract be approved to provide the Design phase to include providing for all coordination with City staff and TCEQ to complete an acceptable design for said expansion. The consultant will provide Bid and Construction phase services to include bidder question, addenda, and pre-bid conferences as well as attend bid opening and recommendation of award. The consultant will provide all completion phases as well as regulator coordination as required to complete project.

FINANCIAL IMPACT: Funding is available in the 2004 Sewer Bond Issuance, Acct # 559-4278-538-0291 (N. Laredo Wastewater Treatment Plant).

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Approve Motion

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/06/07	Consideration for approval of amendment no. 1 an increase of $72,000.00 to the professional services contract with Porras Engineering Company, Laredo, Texas, for the Springfield Avenue North Extension Project for proposed drainage extension of 1200 L.F. of channel improvements from Mary Help Drive to Leyendecker Tract to include required permits by the US Army Corps of Engineers and a Drainage Conditional Letter of Map Revision and Letter of Map Revision (CLOMR/LOMR). Current engineering contract amount is $190,300.00. Funding is available in the 2006 CO Bond Issue.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:
On October 16, 2006, City Council awarded a professional Services Contract to Porras Engineering Company, Laredo, Texas, for an amount not to exceed $118,300.00 for design and preparation of plans and specifications for the Springfield Avenue North Extension Project.

BACKGROUND:
The original scope of services include, but are not limited to:

Basic engineering services, design, paving, drainage, sidewalks, construction survey and staking, CLOMR/LOMR (FEMA requirements), and geotechnical services.

This amendment no. 1 is for additional services for proposed drainage extension of 1200 L.F. of channel improvements from Mary Help Drive to Leyendecker Tract.

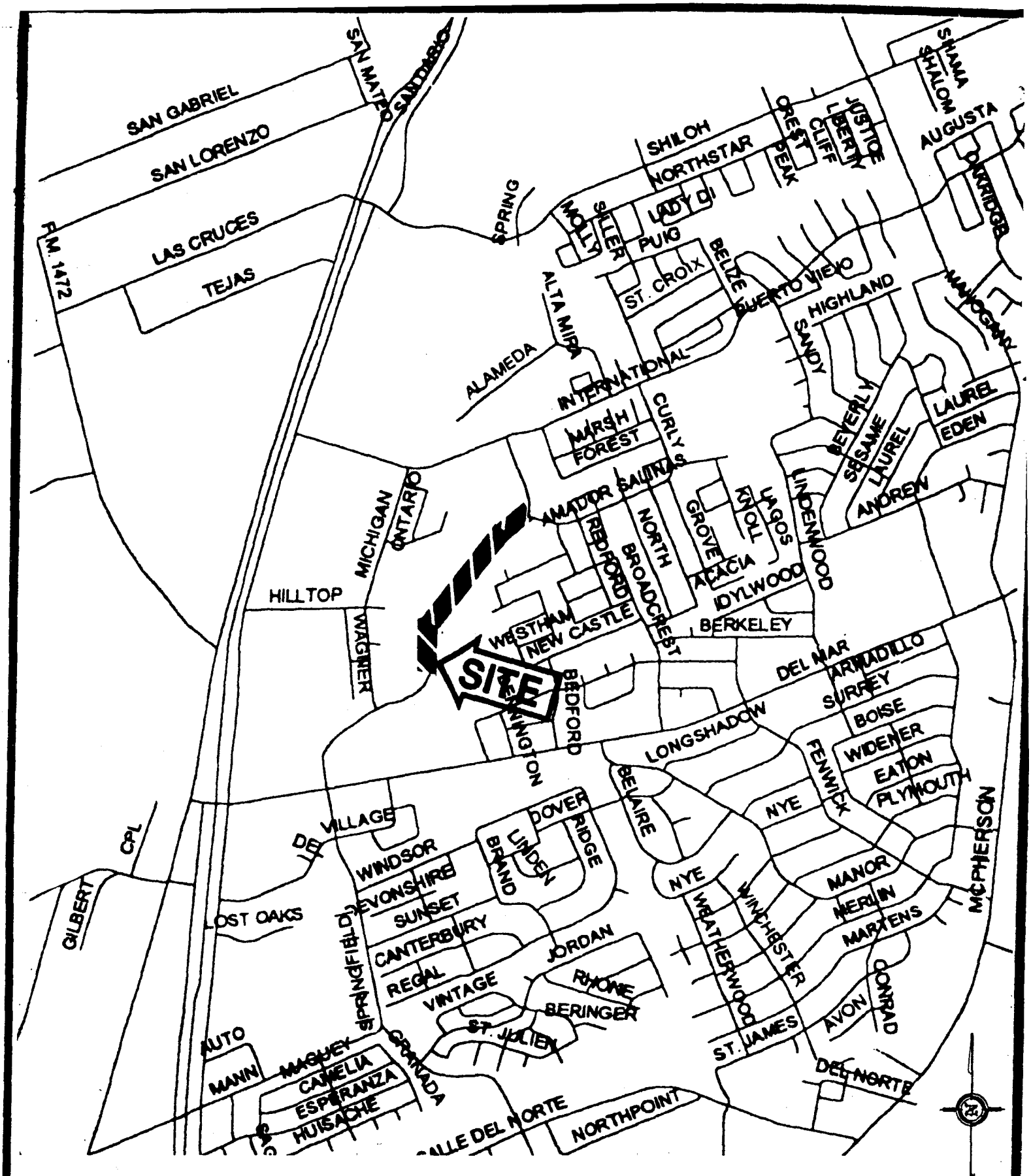
Breakdown is as follows:

Fence RFP package design/construct/site visits	$ 4,000.00
Fence staking (25' HUB spacing)	$ 3,500.00
Stake green space (50' creek offset) (STA 9+00 to 12+00 & 21+00 to 25+00)	$ 1,000.00
Design & survey for proposed concrete channel extension	$ 45,000.00
USCOE permit (individual permit – condition #2) for channel excavation	$ 8,500.00
Extend current CLOMR/LOMR limits to match channel extension	$ 10,000.00
Total fee	$ 72,000.00

Original engineering contract amount	**$118,300.00**
(Awarded by City Council on October 16, 2006)	
This amendment no. 1	**$ 72,000.00**
Current engineering contract amount	**$190,300.00**

FINANCIAL IMPACT:
Funding is available in the 2006 CO Bond Issue.
Account No. 461-9853-535-4889

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.



CONSIDERATION FOR APPROVAL OF AMENDMENT No. 1, TO THE PROFESSIONAL SERVICES CONTRACT FOR THE SPRINGFIELD AVE. NORTH EXTENSION

City Council Meeting August 6, 2007	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST P.O. BOX 579 PH 791-7346 FAX (210) 791-7496	AGENDA ITEM

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTIONS Consideration to authorize the purchase of three trailer mounted centrifugal pumps from Goodwin Pumps of America, Bridgeport, New Jersey in the amount of $75,720.00 for the Utilities Department. The pumps will be utilized to dewater excavations during line repairs. Funding is available in the Utilities Department Fund.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received six bids for the purchase of three trailer mounted centrifugal pumps for the Utilities Department. The centrifugal pumps will be utilized to dewater excavations during line repairs, flooded treatment facility chambers during emergency repairs, and routine maintenance. United Rentals submitted a lower bid, however the pump submitted on the bid did not meet specifications.

Staff is recommending that the bid be awarded to the low bidder meeting specifications, Goodwin Pumps of America, Bridgeport, New Jersey. Delivery is expected within three to four weeks.

Vendor	Quantity	Unit Price	Total Price
Goodwin Pumps of America	**3**	**$ 25,240.00**	**$ 75,720.00**
ACME Dynamics Inc.	3	$ 28,499.67	$ 85,499.01
Odessa Pumps & Equipment	3	$ 32,654.00	$ 97,962.00
Master Pump & Power	3	$ 32,687.96	$ 98,063.88
Rain for Rent	3	$ 35,101.54	$ 105,303.12
United Rentals * Did not meet specifications	3	$ 19,197.92	$ 57,593.76

A complete bid summary is attached.

FINANCIAL IMPACT: Funds for the purchase of these pumps are available in the following budget account.

Waterworks Capital Outlay Machinery & Equipment
Account Number: 557-4130-535-9001

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

Bid Tabulation
FY07-154 Pumps
July 23, 2007 4:00 PM

		United Rentals, Inc Laredo, Texas		Goodwin Pumps of America Bridgeport, New Jersey		ACME Dynamics Inc Plant City, Florida	
Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
Trailer Mounted Centrifugal Pump	3	$ 18,097.56	$ 54,292.68	$ 24,120.00	$ 72,360.00	$ 28,499.67	$ 85,499.01
Option 1 Extended Warranty	3	$ 1,100.36	$ 3,301.08	$ 1,120.00	$ 3,360.00	N/A	$ -
Total W/Option			$ 57,593.76		$ 75,720.00		$ 85,499.01
Warranty Period		1 Year Parts & Labor		2 Years/2,000 Hours		1 Year	
Warranty Center		Laredo, Texas		China Grove, Texas		Plant City, Florida	
Equipment Make and Model		Multi Quip MQ-600T-D80		Godwin Dri-Prime CD150M		Acme DP150MS/JD4045	
Time of Delivery		N/A		21 Days		12 Weeks	

		Odessa Pumps & Equip Corpus Christi, Texas		Master Pump & Power Corpus Christi, Texas		Rain for Rent Bakersfield, California	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Trailer Mounted Centrifugal Pump	3	$ 32,654.00	$ 97,962.00	$ 32,687.96	$ 98,063.88	$ 35,101.04	$ 105,303.12
Option 1 Extended Warranty	3	N/A	$ -	N/A	$ -	N/A	$ -
			$ 97,962.00		$ 98,063.88		$ 105,303.12
Warranty Period		5 Years		1 Year		2 Years	
Warranty Center		Corpus Christi, Texas		Corpus Christi, Texas		Bakerfield, California	
Equipment Make and Model		Gorman Rupp T6A60S-4045D		Pioneer PP66S12L-14045T		Power Prime Pumps DV175C	
Time of Delivery		21 Days		45 Days		45 Days	

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to award annual service contract number FY07-124 to the sole bidder, Rafter P. Transport Inc., New Braunfels, Texas in the estimated amount of $185,000.00 for providing hauling and disposal services of wastewater bio-solids from the Southside Wastewater Treatment Plant. This service supplements the department's equipment capabilities and helps control wastewater bio-solids overflow during rainy season. The frequency and number of loads vary depending on the City's need. The bid price is based on a per load rate. Funding is available in the Utilities Department – Wastewater Fund budget.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Bids were requested for an annual contract for furnishing hauling and disposal services of wastewater bio-solids for the Utilities Department - Wastewater Division. The contract vendor will be responsible to transport and dispose wastewater bio-solids to an approved Texas Commission on Environmental Quality (TCEQ) facility. This service supplements the department's equipment capabilities and helps control wastewater bio-solid overflows during emergencies. The frequency and number of loads vary depending on the City's need. The bid price will based on a per load rate. All services will be secured on an as need basis.

WW Dewatered Sludge---27 cu. Yd Loads load includes landfill tipping fees	$1,160.00

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.

Sewer Fund – Wastewater Treatment-Waste Hauling Account Number: 559-4210-533-3920

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTIONS Consideration to authorize the purchase of four dump trucks from Rush Truck Centers of Texas L.P., in the total amount of $374,510.58 through the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program's contract pricing. These will be assigned to the Utilities Department. Funding is available from 2006 Waterworks Revenue Bond Proceeds.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Jessica N. Hein, Communications and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Authorized participation in the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program.

BACKGROUND: Authorization is requested to purchase four dump trucks for the Utilities Department. These will be assigned to the new construction crews. The trucks and dump bodies will be purchased from Rush Truck Center utilizing the H-GAC cooperative purchasing program contract pricing.

Vendor	Equipment	Unit Price	Total
Rush Truck Center	Peterbilt 340 Chassis with Dump bodies	$93,377.64	$373,510.56
	H-GAC Admin Fee		$ 1,000.00
			$374,510.56

FINANCIAL IMPACT: Funding for this equipment is available in the 2006 Waterworks revenue bond proceeds.

Department	Expense Account	Amount
Automotive Equipment Capital Outlay	557-4183-535-9004	$374,510.56

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/6/2007	Consideration award contract FY07-142 to the low bidder, Impression Design, Laredo, Texas in the total amount of $31,400.00 for the purchase and installation of a park shade for Eastwood Park located at 2510 Derby Ave. Funding is available in the Construction Project for Eastwood Park.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Miguel Pescador, Parks and Recreation Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:
None

BACKGROUND: The City received five bids for the purchase and installation of a park shade at Eastwood Park. It is recommended that a contract be awarded to the low bidder Impression Design.

Bid Summary	Total Cost
Impression Design	$ 31,400.00
Amen Shade Inc.	$ 42,981.00
USA Shades and Fabric Structures	$ 53,206.00
Kraftman Playground	$ 84,385.00
Hunter Knepshield of Texas	$116,193.74

FINANCIAL IMPACT: Funding is available from the construction project Eastwood Park budget.

Account Number: 461-9822-535-4248

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: MOTIONS Consideration to authorize the purchase of two utility tractors in the total amount of $64,184.00 from the John Deere Company, through the BuyBoard cooperative purchasing program's contract pricing. These utility tractors will be assigned to the Parks and Recreation Department. Funding is available from 2007 certificates of obligation bond proceeds.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Miguel Pescador, Parks and Recreation Department Director Jessica N. Hein, Communications and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Authorized participation in the BuyBoard's cooperative purchasing program.

BACKGROUND: Authorization is requested to purchase two utility tractors for the Parks and Recreation Department to be used for maintenance various parks and athletic fields. These utility tractors will be purchased from Rush Truck Center utilizing the BuyBoard's cooperative purchasing program contract pricing.

Vendor	Equipment	Unit Price	Total Price
John Deere Company	John Deere 5525 Utility Tractors	$32,092.00	64,184.00

FINANCIAL IMPACT: Funding for this equipment is available in the 2007 certificates of obligation bond proceeds.

Department	Expense Account	Amount
Equipment Capital Outlay	462-9810-535-9004	$64,184.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to amend the existing contract FY05-051 awarded to Sames Motor Co.., Laredo, Texas, in the estimated annual amount of $70,000.00 and North Park Lincoln, San Antonio, Texas, in the estimated annual amount of $20,000.00 for the purchase of dealer repair parts for the vehicle fleet by increasing the contract amount by 25%. All parts will be purchased on an as-needed basis. Funding is available in the Fleet Maintenance budget.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Jessica Hein, Communication and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:
Approved a one year contract to Sames Motor Co. and North Park Lincoln on 1/02/07.

BACKGROUND: The City solicited bids for awarding an annual contract to purchase dealer repair parts for City vehicles. The contract award to Sames Motor Co. and North Park Lincoln is for Ford dealer repair parts. Sames Motor Co. is the primary vendor and North Park Lincoln will be the secondary vendor if the replacement parts are not available. The term of this contract is for a period of one year with an option to extend the contract for two additional one year terms. This is the last extension year. All parts will be secured on an as-needed basis.

	Sames Motor Co.	North Park Lincoln	Leif Johnson Ford
	Ford	Ford	Ford
Discount offered	Cost Plus 10%	Cost Plus 10%	Cost +12%
Price schedule	Cost	Cost	Cost

Original Contract Amount	$70,000	$20,000
Change Order No. 1	$17,500	$ 5,000
Revised Contract Total	$87,500	$25,000

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

Fleet Management Fund – Parts/Batteries Account Number: 593-2810-533-2071

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract amendment be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to award contract FY07-146 to the low bidders Nueces Power Equipment, Laredo, TX in the total amount of $271,389.00 for the purchase of three backhoes, one skid steer loader, one pneumatic roller, and one soil compactor; and to Holt Cat, Laredo, TX in the total amount of $94,568.00 for the purchase of one double drum roller. Funding is available from 2007 Certificates of Obligation Bond Proceeds.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Alejandro Labrada, Public Works Department Director Jessica N. Hein, Communications and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Authorization is requested to purchase three backhoes, one skid steer loader, pneumatic loader, soil compactor, and double drum roller. These will be assigned to the Public Works Department.

Department	Equipment	
Public Works Department	Backhoe (1)	$ 51,944.00
	Skid Steer Loader (1)	$ 47,450.00
	Pneumatic Roller (1)	$ 66,500.00
	Soil Compactor (1)	$105,495.00
	Double Drum Roller	$ 94,568.00
		$365,957.00

Vendor	Equipment	Unit Price	Total
Nueces Power Equipment	Backhoes (1)	$ 51,944.00	$ 51,944.00
	Skid Steer Loader (1)	$ 47,450.00	$ 47,450.00
	Pneumatic Roller (1)	$ 66,500.00	$ 66,500.00
	Soil Compactor (1)	$105,495.00	$105,495.00
Total			**$271,389.00**
Holt Cat	Double Drum Roller	$ 94,568.00	**$ 94,568.00**

FINANCIAL IMPACT: Funding for this equipment is available in the 2007 Certificates of obligation bond proceeds.

Department	Expense Account	Amount
Automotive Equipment Capital Outlay	462-9810-535-9001	$469,845.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

Bid Tabulation
FY07-146 Heavy Equipment
July 19, 2007 3:00 PM

		Nueces Power Equipment Laredo, Texas		Holt Cat Laredo, Texas		RDO Equipment	
Backhoe							
Purchase Price	1	$ 48,421.00	$ 48,421.00	$ 50,645.00	$ 50,645.00	$ 56,500.00	$ 56,500.00
Option 1 Extended Warranty	1	$ 3,523.00	$ 3,523.00	$ 2,184.00	$ 2,184.00	$ 7,000.00	$ 7,000.00
		5 yr/7500 hour-$1418- (powertrain)-$3523 (Full)				5 yr/7500 hour-$7000	
Total with warranty		*5yr.*	***$ 51,944.00***		***$ 52,829.00***		***$ 63,500.00***
Equipment Make and Model		CASE 580 M		416E ES		John Deere 310 J	
Time of Delivery		60-90 Days		60-90 Days			
Skid Steer w/Milling Attachment							
Purchase Price	1	$ 28,998.00	$ 28,998.00	$ 38,498.00	$ 38,498.00		
Milling Attachment	1	$ 11,321.00	$ 11,321.00	$ 15,500.00	$ 15,500.00		
			$ 40,319.00		$ 53,998.00		No Bid
Option 1 Extended Warranty	1	$ 7,131.00	$ 7,131.00	$ 2,000.00	$ 2,000.00		
		5 yr/7500 hour-$2035- (powertrain)-$7131 (Full)					
Total with warranty			***$ 47,450.00***		***$ 55,998.00***		
Equipment Make and Model		Case 440		CAT 248			
Equipment Make and Model-Milling		Coneqtec AP600		CAT PC206			
Time of Delivery		60 Days		60-90 Days			
Double Drum Roller							
Purchase Price (A)	1	$ 89,991.00	$ 89,991.00	$ 91,118.00	$ 91,118.00		
							No Bid
Option 1 Extended Warranty (A)	1	$ 8,795.00	$ 8,795.00	$ 3,450.00	$ 3,450.00		
		5 yr/7500 hour-$2287- (powertrain)-$8795 (Full)					
Total with warranty			$ 98,786.00		$ 94,568.00		
Equipment Make and Model (A)		Ingersoll Rand DD-70		CAT CB434			
Time of Delivery (A)		45-60 Days		10 Days			
Pneumatic Roller							
Purchase Price	1	$ 60,926.00	$ 60,926.00	$ 74,890.00	$ 74,890.00		No Bid
Option 1 Extended Warranty	1	$ 5,574.00	$ 5,574.00	$ 400.00	$ 400.00		
		5 yr/7500 hour-$1450- (powertrain)-$5574 (Full)					
Total with warranty			$ 66,500.00		$ 75,290.00		
Equipment Make and Model		Ingersoll Rand PT125R		CAT PS150			
Time of Delivery		60-90 Days		60 Days			
Soil Compactor							
Purchase Price (A)	1	$ 99,921.00	$ 99,921.00	$ 144,508.00	$ 144,508.00		
							No Bid
Option 1 Extended Warranty (A)	1	$ 5,574.00	$ 5,574.00	$ 3,385.00	$ 3,385.00		
		5 yr/7500 hour-$1450- (powertrain)-$5574 (Full)					
Total with warranty			$ 105,495.00		$ 147,893.00		
Equipment Make and Model (A)		Ingersoll Rand SD105DX		CAT CP563			
Time of Delivery (A)		30-45 Days		30 Days			

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to award contract number FY07-130, to the **LOW BIDDER**, JJ International Safety Equipment, Laredo, Texas, in the estimated amount $116,257.25, for the purchase of thirty-eight different completed traffic and street name signs. This is annual supply contract which will allow for the purchase of replacement signs for a one year period at a fixed price. These signs are purchased throughout the year to replace damaged or faded signs. The purchase of signs is budgeted in the Traffic Safety budget.

INITIATED BY:	STAFF SOURCE
Horacio De Leon, Assistant City Manager Jesus Olivarez, Assistant City Manager	Roberto Murillo, Traffic Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City received eight bids for the purchase of thirty-eight different completed traffic and street name signs. These are replacement signs which will be used throughout the year to replace damaged or faded signs. Prices will be firm for one year from date of bid award and delivery is expected within thirty to forty days after receipt of order. Staff has reviewed the bids and is recommending that a contract be awarded to the low bidder, JJ International, Laredo, Texas. The bid pricing is 1.3% lower than the previous contract amount.

	Total Price
JJ International Safety Equipment	**$ 116,257.25**
Osburn Associates	$ 164,179.60
Nu-Tech Imaging	$ 186,270.00
Pathmark Traffic Products	$ 201,650.05
Municipal Supply	$ 249,963.60
Rocal Inc.	$ 257,535.35
Hall Signs	$ 258,253.55
Centerline Supply	$ 310,291.15

A complete bid summary is attached.

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.

Traffic Safety Department- -Materials to make repairs to street signs
Account Number: 101-2614-522-3040

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff is recommending that this contract be approved.

Bid Tabulation
FY07-130 Traffic Signs
Bid Opening: 7/5/07 3:00 PM

Item	Description	Quantity	JJ International Unit Price	JJ International Ext Price	Osburn Assoc. Unit Price	Osburn Assoc. Ext Price	Nu-Tech Imaging Unit Price	Nu-Tech Imaging Ext Price	Pathmark Traffic Products Unit Price	Pathmark Traffic Products Ext Price	Municipal Supply Unit Price	Municipal Supply Ext Price	Rocal Inc. Unit Price	Rocal Inc. Ext Price	Hall Signs Unit Price	Hall Signs Ext Price	Centerline Supply Unit Price	Centerline Supply Ext Price
1	ONE WAY 36"X12" R6-1L ASTM Type I	40	$ 17.90	$ 716.00	$ 13.50	$ 540.00	$ 21.00	$ 840.00	$ 15.42	$ 616.80	$ 18.30	$ 732.00	$ 21.33	$ 853.20	$ 20.49	$ 819.60	$ 20.25	$ 810
2	ONE WAY 36"X12" R6-1R ASTM Type I	40	$ 17.90	$ 716.00	$ 13.50	$ 540.00	$ 21.00	$ 840.00	$ 15.42	$ 616.80	$ 18.30	$ 732.00	$ 21.33	$ 853.20	$ 20.49	$ 819.60	$ 20.25	$ 810
3	ONE WAY 18"X24" R6-2R ASTM Type I	40	$ 11.90	$ 476.00	$ 13.50	$ 540.00	$ 21.00	$ 840.00	$ 15.42	$ 616.80	$ 18.30	$ 732.00	$ 21.33	$ 853.20	$ 20.49	$ 819.60	$ 20.25	$ 810
4	ONE WAY 18"X24" R6-2L ASTM Type I	40	$ 11.90	$ 476.00	$ 13.50	$ 540.00	$ 21.00	$ 840.00	$ 15.42	$ 616.80	$ 18.30	$ 732.00	$ 21.33	$ 853.20	$ 20.49	$ 819.60	$ 20.25	$ 810
5	STOP SIGN HIGH INTENSITY 30"X30"	150	$ 17.70	$ 2,655.00	$ 30.00	$ 4,500.00	$ 45.00	$ 6,750.00	$ 28.99	$ 4,348.50	$ 38.12	$ 5,718.00	$ 43.74	$ 6,561.00	$ 51.06	$ 7,659.00	$ 58.98	$ 8,847
6	STOP SIGN 30"X30" ASTM Type II	150	$ 17.70	$ 2,655.00	$ 30.00	$ 4,500.00	$ 45.00	$ 6,750.00	$ 31.39	$ 4,708.50	$ 38.12	$ 5,718.00	$ 46.24	$ 6,936.00	$ 48.31	$ 7,246.50	$ -	$ -
7	STOP SIGN 24"X24" ASTM Type I	3000	$ 12.97	$ 38,910.00	$ 16.80	$ 50,400.00	$ 18.00	$ 54,000.00	$ 17.99	$ 53,970.00	$ 24.40	$ 73,200.00	$ 27.99	$ 83,970.00	$ 27.32	$ 81,960.00	$ 27.00	$ 81,000.
8	STOP SIGN 24"x24" ASTM Type II	3000	$ 12.97	$ 38,910.00	$ 18.00	$ 54,000.00	$ 18.00	$ 54,000.00	$ 19.77	$ 59,310.00	$ 24.40	$ 73,200.00	$ 29.59	$ 88,770.00	$ 30.92	$ 92,760.00	$ 37.72	$ 113,160.
9	DO NOT ENTER 30"X30" R5-1	50	$ 19.90	$ 995.00	$ 27.81	$ 1,390.50	$ 45.00	$ 2,250.00	$ 32.13	$ 1,606.50	$ 38.12	$ 1,906.00	$ 44.44	$ 2,222.00	$ 42.69	$ 2,134.50	$ 42.18	$ 2,109.
10	SPEED LIMIT 30 24"X30" ASTM Type I	50	$ 17.70	$ 885.00	$ 22.25	$ 1,112.50	$ 35.00	$ 1,750.00	$ 25.70	$ 1,285.00	$ 30.50	$ 1,525.00	$ 35.55	$ 1,777.50	$ 34.15	$ 1,707.50	$ 33.75	$ 1,687.
11	SPEED LIMIT 20 24"X30" ASTM	10	$ 17.70	$ 177.00	$ 22.25	$ 222.50	$ 35.00	$ 350.00	$ 25.70	$ 257.00	$ 30.50	$ 305.00	$ 35.55	$ 355.50	$ 34.15	$ 341.50	$ 33.75	$ 337.
12	NO TRUCK SYMBOL 24" ASTM Type I	75	$ 21.75	$ 1,631.25	$ 21.00	$ 1,575.00	$ 20.00	$ 1,500.00	$ 24.99	$ 1,874.25	$ 30.50	$ 2,287.50	$ 28.44	$ 2,133.00	$ 30.36	$ 2,277.00	$ 27.00	$ 2,025.
13	NO TRUCK TEXT 18"X24" ASTM Type I	75	$ 11.90	$ 892.50	$ 13.50	$ 1,012.50	$ 20.00	$ 1,500.00	$ 15.42	$ 1,156.50	$ 30.50	$ 2,287.50	$ 21.33	$ 1,599.75	$ 20.49	$ 1,536.75	$ 20.25	$ 1,518.
14	NO RIGHT TURN TEXT 18"X24"	50	$ 11.90	$ 595.00	$ 13.50	$ 675.00	$ 20.00	$ 1,000.00	$ 15.42	$ 771.00	$ 18.30	$ 915.00	$ 21.33	$ 1,066.50	$ 20.49	$ 1,024.50	$ 20.25	$ 1,012.
15	NO LEFT TURN TEXT 18"X24"	50	$ 11.90	$ 595.00	$ 13.50	$ 675.00	$ 20.00	$ 1,000.00	$ 15.42	$ 771.00	$ 18.30	$ 915.00	$ 21.33	$ 1,066.50	$ 20.49	$ 1,024.50	$ 20.25	$ 1,012.
16	"End of School Zone" 24" x 30"	20	$ 14.75	$ 295.00	$ 22.25	$ 445.00	$ 35.00	$ 700.00	$ 25.70	$ 514.00	$ 30.50	$ 610.00	$ 35.55	$ 711.00	$ 34.15	$ 683.00	$ 33.75	$ 675.
17	SCHOOL ADVANCE 30"X30"	100	$ 19.97	$ 1,997.00	$ 47.81	$ 4,781.00	$ 45.00	$ 4,500.00	$ 58.99	$ 5,899.00	$ 98.25	$ 9,825.00	$ 64.00	$ 6,400.00	$ 71.63	$ 7,163.00	$ 80.00	$ 8,000.
18	ASTM Type III ARROW LIME-GREEN	50	$ 9.07	$ 453.50	$ 16.00	$ 800.00	$ 14.00	$ 700.00	$ 19.55	$ 977.50	$ 31.44	$ 1,572.00	$ 20.48	$ 1,024.00	$ 16.34	$ 817.00	$ 29.25	$ 1,462.
19	ASTM Type III AHEAD LIME-GREEN	50	$ 9.07	$ 453.50	$ 16.00	$ 800.00	$ 14.00	$ 700.00	$ 19.55	$ 977.50	$ 31.44	$ 1,572.00	$ 20.48	$ 1,024.00	$ 16.34	$ 817.00	$ 29.25	$ 1,462.
20	STOP AHEAD(SYMBOL) 30"X30"	50	$ 29.95	$ 1,497.50	$ 28.00	$ 1,400.00	$ 45.00	$ 2,250.00	$ 34.20	$ 1,710.00	$ 38.12	$ 1,906.00	$ 46.94	$ 2,347.00	$ 50.22	$ 2,511.00	$ 42.18	$ 2,109.
21	SINGLE ARROW 48"X24" W-1-6	30	$ 17.75	$ 532.50	$ 35.60	$ 1,068.00	$ 56.00	$ 1,680.00	$ 41.12	$ 1,233.60	$ 48.80	$ 1,464.00	$ 56.88	$ 1,706.40	$ 54.64	$ 1,639.20	$ 54.00	$ 1,620.
22	DOUBLE ARROW 48"X24" W-1-7	30	$ 17.75	$ 532.50	$ 35.60	$ 1,068.00	$ 56.00	$ 1,680.00	$ 41.12	$ 1,233.60	$ 48.80	$ 1,464.00	$ 56.88	$ 1,706.40	$ 54.64	$ 1,639.20	$ 54.00	$ 1,620.
23	DEAD END 30"X30"	30	$ 14.75	$ 442.50	$ 27.81	$ 834.30	$ 45.00	$ 1,350.00	$ 32.13	$ 963.90	$ 38.12	$ 1,143.60	$ 44.44	$ 1,333.20	$ 42.69	$ 1,280.70	$ 42.18	$ 1,265.
24	NO LEFT TURN (text) 18"X6"	20	$ 7.90	$ 158.00	$ 3.37	$ 67.40	$ 5.50	$ 110.00	$ 4.70	$ 94.00	$ 4.58	$ 91.60	$ 5.33	$ 106.60	$ 5.12	$ 102.40	$ 10.12	$ 202.
25	NO PARKING ANYTIME-ARROW TO RIGHT	50	$ 6.75	$ 337.50	$ 6.67	$ 333.50	$ 12.00	$ 600.00	$ 7.86	$ 393.00	$ 9.15	$ 457.50	$ 10.67	$ 533.50	$ 10.25	$ 512.50	$ 12.60	$ 630.
26	NO PARKING ANYTIME-ARROW TO LEFT	50	$ 6.75	$ 337.50	$ 6.67	$ 333.50	$ 12.00	$ 600.00	$ 7.86	$ 393.00	$ 9.15	$ 457.50	$ 10.67	$ 533.50	$ 10.25	$ 512.50	$ 12.60	$ 630.
27	NO PARKING ANYTIME-BOTH WAY ARROW	100	$ 4.75	$ 475.00	$ 6.67	$ 667.00	$ 12.00	$ 1,200.00	$ 7.86	$ 786.00	$ 9.15	$ 915.00	$ 10.67	$ 1,067.00	$ 10.25	$ 1,025.00	$ 12.60	$ 1,260.
28	"NO RIGHT TURN" (text) 30"X30"	20	$ 13.90	$ 278.00	$ 26.67	$ 533.40	$ 45.00	$ 900.00	$ 32.13	$ 642.60	$ 38.12	$ 762.40	$ 44.44	$ 888.80	$ 42.69	$ 853.80	$ 42.18	$ 843.
29	NO LEFT TURN-SYMBOL 12"X6" R7-201	20	$ 24.75	$ 495.00	$ 3.00	$ 60.00	$ 3.50	$ 70.00	$ 3.99	$ 79.80	$ 3.05	$ 61.00	$ 3.56	$ 71.20	$ 3.79	$ 75.80	$ 6.75	$ 135.
30	NO RIGHT TURN-SYMBOL 12"X18"	20	$ 24.75	$ 495.00	$ 6.67	$ 133.40	$ 5.50	$ 110.00	$ 8.49	$ 169.80	$ 9.15	$ 183.00	$ 10.67	$ 213.40	$ 11.38	$ 227.60	$ 12.60	$ 252.
31	"NO TRUCK ROUTE" (text) 30"	10	$ 19.75	$ 197.50	$ 27.81	$ 278.10	$ 45.00	$ 450.00	$ 32.13	$ 321.30	$ 38.12	$ 381.20	$ 44.44	$ 444.40	$ 42.69	$ 426.90	$ 42.18	$ 421.
32	"YIELD" 24"x24"	20	$ 27.90	$ 558.00	$ 15.40	$ 308.00	$ 28.00	$ 560.00	$ 23.39	$ 467.80	$ 24.40	$ 488.00	$ 28.44	$ 568.80	$ 13.66	$ 273.20	$ 27.00	$ 540.
33	"DEAD END" 30"x30"	20	$ 27.90	$ 558.00	$ 27.00	$ 540.00	$ 45.00	$ 900.00	$ 32.13	$ 642.60	$ 38.12	$ 762.40	$ 44.44	$ 888.80	$ 42.69	$ 853.80	$ 42.18	$ 843.
34	"NO OUTLET" 30"x30"–	20	$ 19.90	$ 398.00	$ 27.00	$ 540.00	$ 45.00	$ 900.00	$ 32.13	$ 642.60	$ 38.12	$ 762.40	$ 44.44	$ 888.80	$ 42.69	$ 853.80	$ 42.18	$ 843.
35	"DETOUR" (double arrow) 24"x18"	100	$ 19.90	$ 1,990.00	$ 13.50	$ 1,350.00	$ 21.00	$ 2,100.00	$ 15.42	$ 1,542.00	$ 18.30	$ 1,830.00	$ 21.33	$ 2,133.00	$ 20.97	$ 2,097.00	$ 20.25	$ 2,025.
36	REMOVAL OF OLD SHEETING & REPLACEMENT	100	$ 11.90	$ 1,190.00	$ 20.00	$ 2,000.00	$ 45.00	$ 4,500.00	$ 31.39	$ 3,139.00	$ 9.00	$ 900.00	$ -	$ -	$ -	$ -	$ -	$ -
37	COMPLETED ONE-SIDED MAST ARM SIGNS	300	$ 29.97	$ 8,991.00	$ 58.00	$ 17,400.00	$ 70.00	$ 21,000.00	$ 129.40	$ 38,820.00	$ 125.15	$ 37,545.00	$ 79.43	$ 23,829.00	$ 78.09	$ 23,427.00	$ 174.00	$ 52,200.
38	COMPLETED DOUBLE SIDED STREET NAME SIGNS	300	$ 7.70	$ 2,310.00	$ 20.72	$ 6,216.00	$ 15.00	$ 4,500.00	$ 24.94	$ 7,482.00	$ 46.35	$ 13,905.00	$ 30.82	$ 9,246.00	$ 25.04	$ 7,512.00	$ 51.00	$ 15,300.
				$ 116,257.25		$ 164,179.60		$ 186,270.00		$ 201,650.05		$ 249,963.60		$ 257,535.35		$ 258,253.55		$ 310,291.
	Estimated Delivery in Days			30-40 days		30 days		Not specified		30 days		45-50 days		Not specified		30-45 days		14-21 days

Notes:
Lyle Signs submitted "No Bid"
Traffic Control Devices submitted "No Bid"

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/6/2007	Consideration to award contract FY07-118 to the low bidder, Princeton Server Group, Lake Mary, Florida, in the amount of $39,462.92, for providing an automated video server system for the Public Access Channel operation. The contract includes installation, training and a full one-year warranty for parts and labor. Funding is available in the Information Technology and Support Services - Public Education and Government (PEG) Fee Fund.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Heberto Ramirez, Information Technology and Support Services Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:
None

BACKGROUND: The city received two bids for the purchase and installation of an automated video server system for the Public Access Channel operation. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the low bidder Princeton Server Group. This automated video server would be installed at the Public Access Center control room. Completion of project is expected within 30 to 60 days after receipt of notice to proceed.

Bid Summary	Total Price
Princeton Server Group	**$39,462.92**
Media Rushworks, LLC	$91,362.00

FINANCIAL IMPACT: Funds for the purchase and installation for the automated video server system are available from the following line item budget:

PEG Fund – Capital Outlay Machinery & Equipment
Account Number: 246-5545-555-9001

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that a contract be awarded to the low bidder.

#1

CITY OF LAREDO PURCHASING DIVISION

FORMAL INVITATION FOR BIDS
AUTOMATED VIDEO CHANNEL SERVER SYSTEM

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for the purchase of an automated video server system for the City's Public Access Channel operation. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **4:00 P.M. on May 9, 2007** at which time all bids received will be opened and read publicly.

BID: Automated Video Server System
FY07-118

Bid are to be mailed:	**Hand Delivered:**
City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040

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

Bidder Information: Please complete all information requested below and submit with your bid package

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

Firm Name: Princeton Server Group Inc. Signer's Name Henry Lisenbee (Please Print or Type)

Address: 501 Forrestal Road Signature [signature] of person authorized to sign bid

City, State, Zip Code: Princeton, NJ 08540 Date: 04/23/07

Telephone Number: 609-720-1766 Fax: 407-633-9982

Prompt Payment Discount: 2 % cash days If no discount is offered, Net 30 days will apply.

Indicate Status: X Corporation _____ Partnership _____ Sole Proprietorship

_____ Other (specify) _____ State how long under its present name _____

Tax Identification Number: 20-5142426 Email address: hlisenbee@princetonservergroup.com

Please submit one original signature bid document and two copies

FORMAL INVITATION FOR BIDS
AUTOMATED VIDEO SERVER SYSTEM

The City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of an automated video server system. Sealed bids will be received at the City Secretary's Office, P.O. Box 579, 1110 Houston Street, Laredo, Texas 78042 until **4:00 p.m. on May 9, 2007** at which time all bids received will be opened and read publicly. Bidders should read the specifications carefully.

1.0 Scope:

The City of Laredo is requesting bid pricing from qualified vendors for the purchase of an automated video server system for the City's Public Access Studio. The successful bidder will be required to include on their bid:
Diagram and terms and conditions ✓
Include shipping, installation and training costs. ✓
Provide extended warranty pricing with options. ✓

2.0 MINIMUM SPECIFICATIONS:

Four (4) PEGTV Video Servers

- Four (4), - 4 drive bay video server with Intel P4 HT CPU, 1GB of RAM
  Each server should include:
- 4 x 400 HD of internal RAID5 storage (1.6TB), usable Storage: 1.2TB
- Hardware RAID5 protection against hard drive failure
- Linux Based
- Dual GigE interfaces, network share ready
- 1 integrated MPEG2 playout channel with NTSC (PAL) decoder at up to 15Mbps
- JPEG Playout
- Integrated encoder at up to 15Mbps
- Integrated program play-out scheduler and /or the ability to import in 3 rd party traffic logs from Facil or Pro-Tracks.
- Integrated Automation and switcher control
- Drag-and-Drop Scheduling of content
- Thumbnail image of each piece of content
- Graphic overlay (both animated and static) for station bugs, alerts, announcements, etc.
- Fully animated flash overlays on Channel 1
- Browser-based User interface, controllable from any computer with a browser
- Integrated reporting functions
- Playlist import and export
- Web accessible program schedule for the viewing public
- Content management system with user-definable fields and content categories. Can search for content by running time, category, media type, keyword, and many other ways.
- Server capable of streaming MPEG-4
- Comprehensive Report generation and filtering with export of as run logs to Excel or CSV file.
- Comprehensive Schedule creation and export to Excel or CSV file.
- Break away audio capabilities within user interface
- Samba and FTP transfer protocol

Four (4) - 4x4 Matrix Switcher

- RS-232 Control Port
- Break away audio
- Composite video
- Vertical Interval Switching
- Manual and RS232 control
- Store and recall up to 4 patterns

Two (2) - Two Encoder Workstations

- Two Small form factor Windows XP workstation with real-time MPEG2 encoding / editing station
- Intel P4 HT CPU, 1GB of RAM
- 250GB of internal SATA storage
- GigE network interface
- Network share ready
- Real-time MPEG1/2/4 NTSC (PAL) encoder up to 15Mbps CBR/VBR
- Dual Layer DVD Burner
- Ulead VS10 MPEG2 Editor and Canopus Procoder Express included
- Power Point to MPEG Conversion Software

-Proposal should include diagram and terms and conditions. ✓
-Please include shipping, installation, and training costs. ✓
-Please provide discount if available. ✓
-Extended Warranty- please provide terms and conditions and options. ✓

3.0 Award of Contract:

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids " (APPENDIX A), which is attached and make part of these specifications. This contract will be awarded to the lowest responsible vendor or the vendor who provides the best value for the city, and whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

4.0 INSURANCE REQUIREMENTS ✓

The bidder shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

4.1 Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract

4.2 Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

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

4.4 The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

5.0 Pricing:

Item	Description	Qty.	Unit Cost	Total Cost
1	**PEGTV Video Server** - B1100	4 ea.	$ 6407.70	$ 25,630.80
2	**Matrix Switcher 4 x 4** Knox 4x4 RS Series	4 ea.	$ 991.18	$ 3964.72
3	**Two Encoder Workstations** C500W	2 ea.	$ 3183.70	$ 6367.40
4	Shipping Included	1	3500.00	3500.00
	Install & Training ~~$3500~~ **Grand Total**		$	39,462.92

Full one year warranty on parts & labor. See Extended warranty Plan.

Vendor shall provide a detailed listing of items being proposed by brand name and model number. Descriptive brochures are welcome.

6.0 Vendor Instructions:

Bid: FY07-118

Bid Deadline: **4:00 PM on May 9, 2007**

Bids are to be mailed:

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

Hand Delivered:

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

Required Submittals: City of Laredo Request for Bids - Page 1, 4 and detailed listing of items being proposed.

[redacted]

#2

CITY OF LAREDO PURCHASING DIVISION

FORMAL INVITATION FOR BIDS
AUTOMATED VIDEO CHANNEL SERVER SYSTEM

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for the purchase of an automated video server system for the City's Public Access Channel operation. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **4:00 P.M. on May 9, 2007** at which time all bids received will be opened and read publicly.

BID: Automated Video Server System
FY07-118

Bid are to be mailed:	Hand Delivered:
City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040

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

Bidder Information: Please complete all information requested below and submit with your bid package

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

Firm Name: Media Rushworks, LLC

Signer's Name RUSH BEESLEY
(Please Print or Type)

Address: 4101 International Pkwy

Signature [signature]
of person authorized to sign bid

City, State, Zip Code: Carrollton, TX 75007

Date: 5/7/07

Telephone Number: 888-894-7874

Fax: 972-309-5617

Prompt Payment Discount: 2 % 30 days

If no discount is offered, Net 30 days will apply.

Indicate Status: _____ Corporation _____ Partnership _____ Sole Proprietorship X LLC

X Other (specify) LLC

State how long under its present name 10 years

Tax Identification Number: 75-2939495

Email address: rush@rushworksmedia.com

Please submit one original signature bid document and two copies.

4.4 The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

5.0 Pricing:

Item	Description	Qty.	Unit Cost	Total Cost
1	PEGTV Video Server	4 ea.	$ 17,717	$ 70,868
2	Matrix Switcher ~~4x4~~ 5x5	4 ea.	$ 875	$ 3,500
3	Two Encoder Workstations	2 ea.	$ 4,095	$ 8,190
FREIGHT: $594 TRAVEL/INSTALL/TRAIN $8,210	Grand Total		$ 91,362	

Vendor shall provide a detailed listing of items being proposed by brand name and model number. Descriptive brochures are welcome.

6.0 Vendor Instructions:

Bid: FY07-118

Bid Deadline: **4:00 PM on May 9, 2007**

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

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

Required Submittals: **City of Laredo Request for Bids - Page 1, 4 and detailed listing of items being proposed.**

Please submit one original signature bid document and two copies.

4101 International Parkway • Carrollton, TX 75007 • 888.894.7874 • 972.309.5617 fax

Automation System Proposal

prepared for

CITY OF LAREDO

April 30, 2007

This Proposal valid for 30 days - COL043007

AUTOMATED VIDEO CHANNEL SERVER SYSTEM

ITEM	DESCRIPTION	Quan
Motherboard	INTEL D965 WHMKRL	1
Build Code	BASE SYSTEM DSP XP PRO SP2	1
Operating System	WINDOWS XP PRO SP2B	1
Processor	CORE 2 DUO 1.86GHz	1
Memory	**2GB** KINGSTON DDR - 667FSB	1
Optical	DVD-RW	1
Floppy Drive	1.44MB BLK	1
Networking	INTEL COPPER GIGE DUAL PCI-X PRO 1000MT	1
Serial card	SIIG CYBER DUAL SERIAL PCI	1
DVD Software	NERO SUITE 2	1
Raid 5 Controller	3WARE 4-PORT PCIE LP	1
Hot Swap Module	SATA 3 TO 5 BAY HOT SWAP SATA CAGE	1
HDD	**500GB** 7200 RPM 16MB CACHE	4
4U Chassis	D-400 W/400W PS	1
Rail Kit	26" RAIL KIT	1
Warranty	EXTENDED SYSTEM WARRANTY (3 YEAR) - WORKSTATION	1
LogMeIn	REMOTE ACCESS SOFTWARE	1
Elecard	MPEG CODEC	1
System Checkout	CONFIGURATION AND TESTING	1
Transport Container	BOX AND FOAM	1
System Other 1	MPEG-4 STREAM ENGINE	1
MPEG Decoders	RW260: Composite / S-Video; genlock; 4:2:2; up to **50 Mbps**	1
Software	MASTERPLAY AUTOMATION	1
Software	WEB ACCESSIBLE PROGRAM SCHEDULE GENERATION	1
Software	TRAFFIC IMPORT	1
Routing Switcher	5x5 AV - BNC Composite Video / Balanced Audio	1
CGKEYER	GRAPHICS I/O CARD	1
CGKEYER	PCG SOFTWARE - STANDARD	1
CGKEYER	PCG SOFTWARE - BANNER CRAWL OPTION	1
CGKEYER	PCG SOFTWARE - SNYPER OPTION	1

Notes

Supports MPEG-1, MPEG-2, JPG, BMP, TIF, GIF, TGA and RTF playback

Annual System Assurance Plan (ASAP) first year included

SUPPORT: 24/7 Email • Phone • Workstation Access

$886

SOFTWARE: Current Software Download Subscription

$525

(Renewable yearly)

(add 2% for AMEX transactions)

SubTotal	17,717
Installation & Training	
Sales Tax	
*Shipping & Handling	133
Travel Expenses	
TOTAL	**$17,850**

*FedEx Ground

4101 International Parkway • Carrollton, TX 75007 • 888.894.7874 • 972.309.5617 fax

Automation System Proposal

prepared for

CITY OF LAREDO

April 30, 2007

This Proposal valid for 30 days - COL043007

ENCODE Workstation

ITEM	DESCRIPTION	Quan
Motherboard	INTEL D965 WHMKRL	1
Operating System	WINDOWS XP PRO SP2B	1
Processor	CORE 2 DUO 1.86GHz	1
Memory	2GB KINGSTON DDR - 667FSB	1
Optical	DVD-RW	1
Floppy Drive	1.44MB BLK	1
Networking	ON BOARD INTEL 10/100/1000	1
Serial card	SIIG CYBER DUAL SERIAL PCI	1
DVD Software	NERO SUITE 2	1
HDD	250GB 7200 RPM 16MB CACHE	1
Other Chassis	DESKTOP-MINITOWER / 270W	1
Warranty	EXTENDED SYSTEM WARRANTY (3 YEAR) - WORKSTATION	1
LogMeIn	REMOTE ACCESS SOFTWARE	1
Elecard	MPEG CODEC	1
System Checkout	CONFIGURATION AND TESTING	1
MPEG Encoders	RTE-500 (composite, S-Video, no CC) to **50Mbps**	1
Software Option	ULEAD VS10 MPEG2 Editor w/ PROCORDER EXPRESS	1
Software Option	POWERPOINT TO MPEG CONVERSION	1

Notes

Annual System Assurance Plan (ASAP) first year included

SUPPORT: 24/7 Email • Phone • Workstation Access

$205

SOFTWARE: Current Software Download Subscription

$0

(Renewable yearly)

(add 2% for AMEX transactions)

SubTotal	4,095
Installation & Training	
Sales Tax	
*Shipping & Handling	31
Travel Expenses	
TOTAL	**$4,126**

*FedEx Ground

City of Laredo Bid Tabulation

Date: May 9, 2007 **Time:** 4:00 p.m. **Place:** City Secretary's **Bid:** Automated Video Server FY07-118		**#1**		**#2**		**#3**		**#4**	
		Princeton Server Group 3400 Dawn Court Lake Mary FL 52746		Media Rushworks LLC 4101 International PKWY Carrollton, TX 75007					
	Bid Bond	Yes__ No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __	
Description	**Item No.**	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
	1	6407.70	25,630.80	17,717	70,868				
	2	991.18	3,964.72	875	3,500				
	3	3183.70	6367.40	4,095	8,190				
	TOTAL		39,462.92		91,362				

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/6/2007	Consideration to award contract FY07-153 to the sole bidder, Texas Wired Music, Inc., San Antonio, Texas, in the amount of $172,203.60, for providing audio visual equipment to be installed at the City Council chambers. This contract is for the purchase and installation of replacement video cameras, a microphone system with voting and parliamentary features, a video interface system with the existing City Council chamber personal computers and video monitors. Funding is available in the Information Technology and Support Services – Public Education and Government (PEG) Fee fund.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Heberto Ramirez, Information Technology and Support Services Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:

None

BACKGROUND: The city received one bid for the purchase and installation of replacement video cameras, a microphone system with voting and parliamentary features, a video interface system with the current City Council chamber personal computers and video monitors. Staff has reviewed the bid submitted and is recommending that a contract be awarded to Texas Wired Music, Inc. The audio visual equipment would be installed at City Council Chambers. Completion of project is expected within 30 to 60 days after receipt of notice to proceed.

Bid Summary	Total Price
Texas Wired Music, Inc.	**$172,203.60**

FINANCIAL IMPACT: Funds for the purchase and installation for the audio visual equipment are available from the following line item budget:

PEG Fee Fund – Capital Outlay Machinery & Equipment
Account Number: 246-5545-555-9001

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that a contract be awarded to the sole bidder.

#1

CITY OF LAREDO PURCHASING DIVISION

FORMAL INVITATION FOR BIDS
AUDIO VISUAL EQUIPMENT

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for the purchase and installation of Audio Visual Equipment to be installed at City Council Chambers. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **3:00 P.M. on July 23, 2007** at which time all bids received will be opened and read publicly.

BID: Audio Visual Equipment
FY07-153

Bid are to be mailed:	**Hand Delivered:**
City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040

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

Bidder Information: Please complete all information requested below and submit with your bid package

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

Firm Name: Texas Wired Music, Inc. Signer's Name George Aguirre (Please Print or Type)

Address: 4242 N. Pan Am Expwy. Signature of person authorized to sign bid George Aguirre

City, State, Zip Code: San Antonio, TX 78218 Date: July 20, 2007

Telephone Number: (210) 223-6383 Fax: (210) 223-6211

Prompt Payment Discount: _____ % _____ days If no discount is offered, Net 30 days will apply.

Indicate Status: X Corporation _____ Partnership _____ Sole Proprietorship

_____ Other (specify) _____ State how long under its present name 60 years

Tax Identification Number: 74-1056173 Email address: gaguirre@muzaktexas.com

Please submit one original signature bid document and two copies.

4.0 INSURANCE REQUIREMENTS

The bidder shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

4.1 Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract

4.2 Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

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

4.4 The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

5.0 PRICING:

Total cost for complete installation of ~~Baseball Lights~~: Audio Visual Equipment

Price: $ 172,203.60

Price in script: $ See attached individual quotes

Warranty: 12 months.

Number of days to complete job: per pre-bid. Sept. 18, 2007 - Sept. 30, 2007

Vendor shall provide a detailed listing of items being proposed.

Vendor shall provide a detailed listing of items being proposed.

muzak

To Jerry Leal

Title

Date July 20, 2007

Job Name City of Laredo

Job Site 1101 Garden St.
Laredo, TX 78040

We are pleased to give you our quotation on the following equipment:

5	BRC-H700	Sony Cameras
5	HFBK-SDI	Sony Down converter cards
5	BRC/WMPP	Sony wall mounts
1	RM-BR300	Sony controller
1		ESP misc. materials
1		ESP installation programming training

Sale Price (excluding tax): $ 58,820.00

Terms & Conditions

The sale price includes all labor and hardware necessary to install the equipment listed above. If Seller's technician discovers unforeseeable conditions at the job site which will cause the job to take longer than expected, Seller's salesperson will provide Buyer with a revised sales price before Seller performs any further work.

The equipment described above carries a one-year warranty against defects in parts and workmanship. This warranty does not cover the replacement of parts due to damage caused by wind, fire, flood, rain, lightning, improper use or theft.

This quotation is valid for 30 days from the date written above and automatically expires without further notice at the end of such 30 days unless Seller receives Buyer's written acceptance of this offer during such time. If the parties contemplate executing additional documents covering the equipment and labor described herein, then this offer is not final until such additional documents are executed by the parties. Seller retains title to the equipment described above until Buyer pays the full purchase price. If Buyer pays Seller by check, Seller retains title until the check is finally paid.

Payment of 25% will accompany the order. An additional 25% is due 30 days after original order date. The remaining balance due upon completion of the installation.

BUYER: City of Laredo

By

Name

Title

Date

SELLER: Texas Wired Music, Inc.

By

Name Brett Balthrope

Title Vice President

Date

☐ **TEXAS WIRED MUSIC, INC.**
4242 N. Pan Am Expwy.
San Antonio, TX 78218
(210) 223-6383
Fax (210) 223-6411

☐ **TEXAS WIRED MUSIC, INC.**
1621 East 7th St.
Austin, TX 78702
(512) 472-2555
Fax (512) 472-2671

☐ **GULF BUSINESS MUSIC, INC.**
1826 S. Padre Island Dr., #201
Corpus Christi, TX 78416
(361) 855-2651
Fax (361) 855-9091

☐ **MUZICOM, INC.**
424 Executive Center Blvd., #115
El Paso, TX 79902
(915) 533-5545
Fax (915) 532-7253

muzak

To Jerry Leal

Title

Date July 20, 2007

Job Name City of Laredo

Job Site 1101 Garden St.
Laredo, TX 78040

We are pleased to give you our quotation on the following equipment:

1	DCN-CCU-UL	DCN Central control unit
1	DCN-CONCM	DCN Chairman concentus unit
16	DCN-DISV-L	DCN Discussion unit w/voting (light base)
17	DCN-MICL	DCN Pluggable microphone – extended
2	DCN-DISR-SR	DCN Disc unit rims – silver high gloss
1	LLB4185/00	DCN System – installation software
1	LBB4190/00	DCN Startup - software
1	LBB4175/00	DCN Parliamentary – voting software
1	LBB4180/00	DCN Delegate – database software
1	LBB4184/00	DCN Video display – software
1	LA-10	DCN On-site certification
2	LBB4116/20	DCN Extension cable – assembly 33 ft.
2	LBB4116/20	DCN Extension cable – assembly 16.4 ft.

Sale Price (excluding tax): $ 48,980.00

Terms & Conditions

The sale price includes all labor and hardware necessary to install the equipment listed above. If Seller's technician discovers unforeseeable conditions at the job site which will cause the job to take longer than expected, Seller's salesperson will provide Buyer with a revised sales price before Seller performs any further work.

The equipment described above carries a one-year warranty against defects in parts and workmanship. This warranty does not cover the replacement of parts due to damage caused by wind, fire, flood, rain, lightning, improper use or theft.

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BUYER: City of Laredo

By

Name

Title

Date

SELLER: Texas Wired Music, Inc.

By

Name Brett Balthrope

Title Vice President

Date

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muzak

To Jerry Leal

Title

Date July 20, 2007

Job Name City of Laredo

Job Site 1101 Garden St.
Laredo, TX 78040

We are pleased to give you our quotation on the following equipment:

4	DU-42PX12XC	42" LG Flat Screen Panels
4		omnimounts

This price does not include any carpentry work or electrical and cable routes to any monitor locations. The City of Laredo will provide all electrical outlets, cable routes and secured wall structure for mounting units.

Sale Price (excluding tax): $ 16,628.00

Terms & Conditions

The sale price includes all labor and hardware necessary to install the equipment listed above. If Seller's technician discovers unforeseeable conditions at the job site which will cause the job to take longer than expected, Seller's salesperson will provide Buyer with a revised sales price before Seller performs any further work.

The equipment described above carries a one-year warranty against defects in parts and workmanship. This warranty does not cover the replacement of parts due to damage caused by wind, fire, flood, rain, lightning, improper use or theft.

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BUYER: City of Laredo

By

Name

Title

Date

SELLER: Texas Wired Music, Inc.

By

Name Brett Balthrope

Title Vice President

Date

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muzak

To Jerry Leal

Title

Date July 20, 2007

Job Name City of Laredo

Job Site 1101 Garden St.
Laredo, TX 78040

We are pleased to give you our quotation on the following equipment:

15	PN2101-C	Pocket Navigator	16	CDA-2	1X2 computer video DA
1	CDA-6	Computer video DA	1	MDC-MK1	Video down converter
1	CVD-6	1X6 composite DA	1	RN-8200	Room navigator
1	RN-ARP	Wall plate	1	Indie-300	Scaler
2	CI-5BWPA	Computer interface	1	CS-HD5BMM-50	Document camera input
1	CS-HD5BMM-50	Laptop input	1	CSV-HDMM-3	Computer to CDA-2
1	CS-HDMM-10	CDA-2 to RN	1	CS-HDMM-6	Indie to CDA-6
2	CS-HDMM-25	CDA-6 to CDA-2	1	CS-HDMM-100	CDA-6 to CDA-2
1	CS-HDMM-150	CDA-6 to projector			
1	CS-SVMM-10	DVD to RN	1	CS-BRMM-10	VCR to RN
1	CS-HDMM-6	RN to Indie VGA	1	CS-BMM-6	RN to Indie composite
1	CS-HD5BMF-2	Break-out cable for comp. input	2	CS-BMM-6	RN to Indie S Video
1	Serial Control Cable	RN to Indie	15	Switches	Switches to control PN2101
12	CS-HDMM-15	CDA-2 to CDA-2	1	PN-2101PC	Switches between the output of the Indie and the voting computer
1	CS-HDMM-6	From Indie to PN-2101PC	1	HD 15 Cable	From output of voting PC to PN-2101 PC length to be determined
1	MAS-4100	To scale output of video switcher to high resolution	1	CDA-6	To distribute high resolution images to the video display
1	P-100	Document Camera (Visual Presenter			

Sale Price (excluding tax): $ 47,775.60

Terms & Conditions

The sale price includes all labor and hardware necessary to install the equipment listed above. If Seller's technician discovers unforeseeable conditions at the job site which will cause the job to take longer than expected, Seller's salesperson will provide Buyer with a revised sales price before Seller performs any further work.

The equipment described above carries a one-year warranty against defects in parts and workmanship. This warranty does not cover the replacement of parts due to damage caused by wind, fire, flood, rain, lightning, improper use or theft.

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Payment of 25% will accompany the order. An additional 25% is due 30 days after original order date. The remaining balance due upon completion of the installation.

BUYER: City of Laredo

By

Name

Title

Date

SELLER: Texas Wired Music, Inc.

By

Name Brett Balthrope

Title Vice President

Date

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COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
08/06/07	Consideration to authorize the purchase of two truck tractors in the total amount of $223,624.00 through the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program's contract pricing from Rush Truck Center, Houston. These trucks will be assigned to the Public Works Department. These are used with the lowboy trailers to move the City's heavy machinery to jobsites. Funding is available from 2007 certificates of obligation bond proceeds.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Alejandro Labrada, Public Works Department Director Jessica N. Hein, Communications and Support Services Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Authorized participation in the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program.

BACKGROUND: Authorization is requested to purchase two truck tractors for the Public Works Department. This equipment will be assigned to the Public Works Department's paving crew to transport the City's heavy machinery to jobsites. This equipment will be purchased from Rush Truck Center, Houston, utilizing the H-GAC cooperative purchasing program contract pricing.

Vendor	Equipment	Unit Price	Total
Rush Truck Center	Peterbilt 388 Truck Tractor	$111,512.00	$223,024.00
	H-GAC Admin Fee		$ 600.00
			$223.624.00

FINANCIAL IMPACT: Funding for this equipment is available in the 2007 certificates of obligation bond proceeds.

Department	Expense Account	Amount
Equipment Capital Outlay	462-9810-535-9004	$408,709.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE	SUBJECT: MOTION
08-06-07	Authorizing the City Manager to acquire through negotiations, the "Surface Only" of Lot 15, Block 5, Chaparral Village II, Subdivision, for the Chacon Creek/Chaparral Drainage Improvements Project, to construct a connection to an existing drainage channel in order to alleviate flooding in that area. Said parcel is to be acquired in an amount not to exceed $144,000.00, plus approximately $2,000.00 in incidental expenses. This will be a voluntary transaction. Funding is available in the 1998 Certificates of Obligation Fund.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Angelo Ferrazzano Real Estate Manager

PREVIOUS COUNCIL ACTION:
None

BACKGROUND:

The City of Laredo plans to construct a connection to an existing drainage channel which abuts the subject property to be acquired, in order to alleviate flooding in that area.

In order to alleviate flooding in the Chaparral Village II, Subdivision area, it is necessary for the City of Laredo to acquire the "Surface Only" of the above-referenced parcel of land.

FINANCIAL IMPACT:
Funding for this project is available in Account # 448-9852-535-4807-Drainage/Chaparral.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Staff recommends approval of Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/06/07	Consideration to authorize the City Manager to sell surplus equipment to the sister city of Cienega de Flores and the city of Rio Bravo. Surplus equipment consist of backhoes, wheel loader, and a dump truck. Surplus equipment will be sold at a reduced price of salvage value of. Unit 4136 backhoe-sale price: $3,000; unit 4113 backhoe - $2,125; unit 4134 wheel loader - $3,625; and unit 6082 dump truck - $1,250.

INITIATED BY:
Carlos Villarreal
City Manager

STAFF SOURCE:
Gustavo Guevara, Jr.
City Secretary

PREVIOUS COUNCIL ACTION:

The City of Laredo has previously sold surplus vehicles to various sister cities and other municipalities such as: Encinal, Texas; Rio Bravo; El Cenizo; Dimmit County; Tlahualilo, Durango; Nuevo Laredo, Tamaulipas; Cienega de Flores, Nuevo Leon; Guadalupe, Nuevo Leon; Monclova, Coahuila; San Miguel de Allende, Guanajuato; Acambaro, Guanajuato; Montemorelos, Nuevo Leon; Leon, Guanajuato; Lampazos de Naranjo, Nuevo Leon; and Mexticacan, Jalisco.

Last vehicles sold to sister city organizations were on April 16, 2007 to:

Rio Bravo – 3 Refuse Trucks and 2 sweepers
Torreon, Coahuila – Suburban
Mexticacan, Jalisco – 1 Refuse Truck, 1 Van, 2 pickup trucks, and 1 ambulance
Casimiro, Jalisco – 2 Refuse Trucks, 1 Dump Truck, and 1 picku truck
Monclova, Coahuila – 2 pickup trucks, 1 Van, and 1 ambulance

All vehicles were sold at 25% of the appraised value.

BACKGROUND:

	V.N.		Salvage Value	Sale Price
Cienega de Flores				
Unit 4136	8ZK07946	1995 Caterpillar Backhoe	$12,000	$3,000
Unit 4113	8SG07195	1995 Caterpillar Backhoe	8,500	2,125
Unit 4134	14095C00303	Fiat Ellis Wheel Loader	14,500	3,625
Rio Bravo				
Unit #6082	RV2JCBBE4PR823775	1993 GMC Dump Truck	$5,000	$1,250

These vehicles will be sold at 25% of appraised value.

FINANCIAL:

Account: Automobile Equipment 991-0000-167-0000

RECOMMENDATION:

Staff recommends motion approval.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/6/07	Consideration to execute a service agreement for digital mapping services in the amount of $149,900 for Jim Hogg and Starr counties with Contact One, Inc. through the Houston Galveston Area Council of Governments (HGAC) cooperative purchasing program. The digital maps would allow 9-1-1 calls in these two counties to be graphically displayed at the public safety answering points (PSAPs). Funding is available in the 9-1-1 Regional Fund.

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Jessica L. Hein, CASS Director

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City of Laredo is the 9-1-1 Regional Administrator for the four county region of Jim Hogg, Starr, Webb, and Zapata Counties.

The Commission on State Emergency Communications (CSEC) is requiring that all public safety answering points (PSAPs) in Texas have the capability to graphically display 9-1-1 calls on a map (also known as Mapped ALI). Currently, only the Laredo Police Department and Webb County Sheriff's office have this capability. The creation of these digital maps, plus the new equipment and mapping software already purchased, will allow 9-1-1 calls in Jim Hogg and Starr counties to be graphically displayed on a map.

The services will be purchased through the City's interlocal agreement with the Houston Galveston Area Council of Governments (HGAC) which has an existing contract for these services. The State of Texas 9-1-1 Commission has approved the purchase of these services during the 2007 fiscal year.

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund.

Description	Expense Account	Allocated funds Strategic Plan FY 06 - 07
Mapped ALI- Regional	258-2868-523-8217	$ 149,900
	Total	**$ 149,900**

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	It is recommended that this service agreement be executed.

City of Laredo/South Texas 9-1-1
Service and/or Software Contract
2007

THIS Contract, made in Laredo, Texas, is by and between City of Laredo/South Texas 9-1-1 ("Customer"), and Contact One Inc., a Texas corporation ("Contractor").

RECITALS:

1.1 The Customer desires to use the products and/or services of the Contractor for the purposes of providing GIS Services for 9-1-1 and public safety purposes;

1.2 The Contractor has agreed to provide the products and/or services outlined in the Contractor's "Statement of Work" as attached and made part of this Contract, upon the terms and conditions set forth in this Contract.

STATEMENT OF WORK:

The Contractor shall provide and furnish at its own proper cost and expense all materials, machinery, equipment, tools, labor, insurance, and other accessories and services necessary to provide services in strict accordance with the conditions and prices stated in this Contract. The Contractor shall cause Consultant and/or Data Analyst person(s) acceptable to the Customer to perform the work required by this Contract. The Contractor warrants that its services rendered will be compatible with existing software and equipment used at the Customer PSAP(s).

TERM AND ACCEPTANCE OF WORK:

The services to be provided under this Contract shall commence within fourteen (14) days of the execution of this signed Contract.

The Project will be considered completed after all required deliverables found in the Statement of Work have been met, and project completion has been verified by the customer. It is anticipated that all work shall be completed no later than twelve months from the execution of the Contract.

PRICE:

The Customer shall pay the Contractor for the performance of the services and software required by this Contract, as stipulated in the Contractor's "Statement of Work". Invoices for work performed, describing the work performed, percent of project completed, and the hours spent will be submitted monthly to the Customer. Monthly invoicing will be based upon percentage of tasks completed.

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OWNERSHIP AND CONFIDENTIALITY:

Any software developed by the Contractor in the performance of this Contract shall be licensed to the Customer upon payment of software and services rendered by the Contractor. All information provided to the Contractor and the work-product of the Contractor shall remain confidential and shall not be disclosed to any individual or entity without the consent of the Customer. The Contractor acknowledges that it may have access to information provided by third parties and identified as confidential, or subject to a confidentiality and non-disclosure agreement, and the Contractor agrees to hold all such information in confidence.

SOURCE CODE - DIRECT/NO ESCROW:

If the Contractor or its successor corporation which assumes its obligations under this Agreement ceased to transact business or maintain its computer software research, development, and support services at levels sufficient to meet its obligations and responsibilities under this Agreement on an ongoing basis, then the Contractor, its trustees, receivers, or agents shall deliver to the Customer promptly upon the Customer's demand all program source codes, documentation, and descriptions of the software licensed under this Agreement.

Delivery shall in no case occur more than thirty (30) days after receipt of the Customer's written demand.

In the event of a release of the source code to the Customer, the Customer shall have the right to use, copy, modify, maintain, and enhance the program source code, documents, and descriptions for the Customer's internal use only. The Customer agrees that all program source codes, documentation, and descriptions delivered under this section are subject to the confidentiality restrictions recited elsewhere in this Agreement. The Customer may disclose such program source code, documents, and descriptions to consultants and agents for the sole purpose of supporting and maintaining the software licensed hereunder, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to the Customer hereunder.

FINANCIAL OBLIGATIONS OF THE CUSTOMER:

This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation of the Customer. Each request for service shall incur a requirement to pay for that request only. All financial obligations of the Customer under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

The tasks and the delivery of products outlined within the attached "Statement of Work" will be performed until all deliverables are completed. If software is included in the attached "Statement of Work", a software license agreement document will be provided to the Customer for approval, and annual billing for software maintenance and support will be performed.

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CONTRACT DEFINED:

This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

- Service and/or Software Contract
- Contractor's "Statement of Work"

MISCELLANEOUS OBLIGATIONS OF THE CUSTOMER:

In order for the completion of the delivery of products and services by Contractor, the Customer will have miscellaneous obligations which are in its immediate control. Details regarding these obligations, if any, are outlined within the attached "Statement of Work".

SERVICE OF NOTICE:

All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the Customer at the following address:

City of Laredo/South Texas 9-1-1
ATTN: Jesse Harrison
P.O. Box 579
Laredo, TX 78042

Or to the Contractor at the following address:
Contact One, Inc.
ATTN: Jerry W. Merlick
1705 S. Capital of Texas Hwy, Suite 305
Austin, Texas 78746

COPYRIGHT:

The Contractor hereby warrants that, when legally required, the Contractor shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to the Customer hereunder, including but not limited to software, hardware, documentation, and/or any other item. The Contractor further warrants that any material or item delivered by the Contractor hereunder will not violate the United States Copyright Law or any property right of another and, in such event, agrees that the Contractor will defend, indemnify, and hold harmless the Customer, its officials, officers, agents, volunteers, and employees, at the Contractor's own expense against any alleged infringement of any copyright or property right.

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COMPLIANCE WITH LAWS:

This Contract shall be governed and construed in accordance with the laws of the State of Texas. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, including the Occupational Safety and Health Administration (OSHA) regulations, latest revised additions, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The Customer assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.

INSURANCE:

The Contractor shall not begin any work until the Contractor proves to the Customer that it has obtained, at the Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the Customer System Manager.

COMMERCIAL GENERAL LIABILITY - Includes coverage for bodily injury, property damage, and automobile liability with minimum limits of $300,000 per person and $1,000,000 per occurrence.

PROFESSIONAL LIABILITY – Includes coverage of not less than $1,000,000.

WORKERS' COMPENSATION - Coverage must be provided, as statutorily required, for persons performing work under this Contract.

Any subcontractor hired by the Contractor shall also carry Workers' Compensation and Employer's Liability coverage. Certificates of such insurance shall be furnished to the Customer prior to the commencement of work.

CONTINUATION OF COVERAGE - The Contractor shall not cancel, materially change, or fail to renew insurance coverage. If any policy lapses or is canceled before final payment by the Customer to the Contractor, and if the Contractor fails immediately to procure other insurance as specified, the Customer may procure such insurance and deduct the cost from any sum due the Contractor.

RESPONSIBILITY FOR PAYMENT OF DAMAGES:

Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from the Contractor's operations under this contract.

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INDEMNITY:

The Contractor hereby releases and agrees to indemnify, defend, and save harmless the Customer and its agents from and against all claims, causes of actions, demands, judgments, costs, expenses, and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations and performance of work under this Contract.

STATUS OF CONTRACTOR:

The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the Customer. The Contractor will not be supervised by any official of the Customer, nor will the Contractor exercise supervision over any official of the Customer. The Contractor shall not represent that the Contractor is an employee or agent of the Customer in any capacity. The Contractor is not entitled to the Customer Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract as is appropriate by law.

PROVISIONS CONSTRUED AS TO FAIR MEANING:

The provisions of this Contract shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.

HEADINGS FOR CONVENIENCE:

All headings, captions, and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.

NO IMPLIED REPRESENTATIONS:

No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist between the parties, except as specifically set forth in this Contract.

NO THIRD PARTY BENEFICIARIES:

None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Customer or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

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WAIVER:

No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.

TERMINATION:

Either party may terminate this Contract by giving the other party thirty (30) days written notice of such termination. The Contractor will then be paid for satisfactory work completed up to the date of termination.

DISPUTE RESOLUTION:

The following is added to the agreement as Dispute Resolution. The Parties acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this section. The Parties do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Article.

A. Request for Clarification: In the event of an issue or question by either Party regarding any aspect of this Agreement, both Parties shall attempt to resolve that issue or answer that question amicably before proceeding to the remedies set forth in this Article. Such resolution efforts shall include communications between the Contractor and the Customer outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation without reference to the remedies set forth below. The Parties agree that the request for clarification and any responses thereto should be completed no later than thirty (30) calendar days after the request for clarification is made.

B. Escalation: In the event that a request for clarification pursuant to item A. Request for Clarification located directly above does not result in a mutually agreeable solution to the dispute, either Party shall have the right to have the other Party appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement.

C. Arbitration: Any claim, controversy, or dispute between the Parties, their agents, employees, officers, directors, or affiliated agents that cannot be settled through negotiation or pursuant to items A. Request for Clarification and/or B. Escalation found above, may be resolved through non-binding arbitration. If both parties agree to submit the dispute to non-binding arbitration, the following arbitration provisions shall apply:

(1) Arbitration shall be conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA");

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(2) The Federal Arbitration Act 9 USC Sections. 1-16, not state law, shall govern the arbitrability of all disputes;

(3) The arbitrator shall not have authority to award punitive damages;

(4) All expedited procedures prescribed by the AAA rules shall apply;

(5) The arbitrator's award may be entered in any court having jurisdiction thereof; and

(6) Each Party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator.

D. Litigation: Notwithstanding the provisions of this section, upon a breach of this Agreement by either Party or a dispute hereunder, including, but not limited to, any issue regarding federal preemption, failure to provide Service consistent with this Agreement, failure to pay approved costs, or failure to approve costs pursuant to this Agreement, the non-breaching Party shall be entitled to pursue any additional remedies it may have at law or in equity including, but not limited to, injunctive relief and specific performance.

E. Waiver: The exercise of any of the remedies set forth in this section shall not limit or constitute a waiver of the Parties' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing by the Parties.

TRANSFERENCE AND AMENDMENTS:

The Contractor may not transfer or assign this Contract to a third party nor in any way amend this Contract without prior written consent of the Customer.

GRATUITIES:

It is unlawful and unethical for any person to offer, give, or agree to give any Customer agent or Customer member a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any processing or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

RESERVATION OF RIGHT TO BAR PERSONS FROM THE WORK AND SITE:

The Customer reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Customer work sites. This shall not be treated as a request for the employer's termination, but a request that the employee not be assigned to work on the Customer work sites. No increase in contract time or price is authorized.

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EXECUTED in two original copies, this _____ day of _____, 2007.

City of Laredo

By: _____

Signed: _____

Title: _____

Date: _____

Contact One, Inc.

_____ _____

Jerry W. Merlick, President Date

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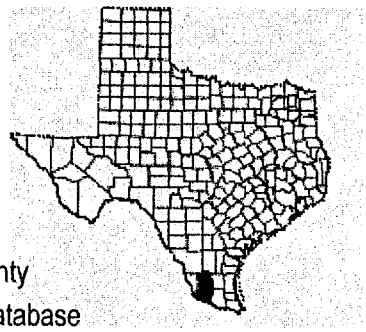
1. Introduction

The following is a Statement of Work (SOW) for mapping services to the City of Laredo for Jim Hogg County and Starr County. Based on the information gathered from our questions and research conducted, we have created a plan to deliver the needed solutions and services which we feel best fit the City of Laredo 9-1-1.

Specifically, this SOW is for the development of 9-1-1 Geographic Information System (GIS) and refinement of the 9-1-1 Master Street Address Guide (MSAG) data files and for ensuring reconciliation between the GIS, MSAG, and ALI databases. This SOW has been composed with regards to experience and technology which has been developed from years of experience in the field of 9-1-1 GIS and database solutions.



South Texas 9-1-1 Needs

- Updated mapping for Jim Hogg County and Starr County
- Street Centerline mapping reconciled with the 9-1-1 database
- ESRI formatted data for use in the dispatch centers (PSAPs)
- Long-term recommendations which will streamline addressing assignment reliably

Contact One can meet the requirements of South Texas 9-1-1 (City of Laredo). Items include tasks necessary to establish a project kickoff meeting, collect the existing 9-1-1 GIS data layers, create highly accurate GIS and 9-1-1 data through in-office and in-field mapping, communicate necessary 9-1-1 database changes, on-going project reporting, and other project-specific tasks. The detailed project approach covering the project needs is documented in section two.

South Texas 9-1-1 Background

In order to propose the very best solution, a certain amount of research and internal data analysis was performed. Currently, the existing situation at the City of Laredo includes the following items. This information was gathered by Contact One in order to better understand your county and to best develop an excellent project plan.

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South Texas 9-1-1 Dispatching and GIS

- 7 Primary PSAPs (1 Jim Hogg, 3 Starr, 2 Webb, 1 Zapata)
- Positron and PowerMap mapping system used at the dispatch centers
- AT&T/Intrado is the 9-1-1 database provider
- Existing data in Microstation format
- MSAG Coordinator in each of the four South Texas 9-1-1 counties
- ESRI shapefiles are utilized at the PSAPs
- ArcGIS/ArcView 9.2

Jim Hogg County Demographics and Data Statistics

- Jim Hogg County population: 5,281 (2000)
- 1,136.11 square miles
- Number of street segments: 1,532
- Number of unnamed street segments: 0
- Number of segments with zero addressing: 505

Starr County demographics and data statistics

- Starr County population: 53,597 (2000)
- 1,223.02 square miles
- Number of street segments: 8,355
- Number of unnamed street segments: 2,974
- Number of segments with zero addressing: 4,745

Starr County Cities and Towns

Cities

- La Grulla
- Rio Grande City
- Roma
- Escobares

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Unincorporated Areas

- Alto Bonito
- El Refugio
- Escobares
- Falcon Heights
- Falcon Village
- Fronton
- Garceno
- La Casita-Garciasville
- La Puerta
- La Rosita
- La Victoria
- Las Lomas
- Los Alvarez
- Los Villareales
- North Escobares
- Roma Creek
- Salineno
- San Isidro
- Santa Cruz

Statement of Work Format

This Statement of Work details the areas of interest to the City of Laredo / South Texas 9-1-1. Any additional information provided here helps you better understand the full scope of offerings provided by Contact One. This SOW is divided into the following sections.

1. *Section 1: Introduction*
   Information about Contact One's understanding of your current needs.

2. *Section 2: Project Approach*
   Provides the benefits and details for the mapping project.

3. *Section 3: Pricing*
   The costs associated to carry-out the best possible project plan for your agency.

In order to meet the specific needs of the City of Laredo, specified items can be added at any time during the duration of the contract at the prices provided herein. Contact One is non-discriminatory and is an equal opportunity employer. All state and federal laws will be strictly enforced in the implementation of this project.

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2. Project Approach

This sub-section describes in detail the refined process which will be performed in order to meet the needs of the City of Laredo and provide all requested items. Additional tasks and deliverables which will be provided as part of this project are discussed herein. Contact One will provide detailed monthly reports on project progress at a county, task, and project-wide level.

As discussed in the meeting at the City of Laredo offices, there are a number of goals and deliverables outlined which must be met in order to have a successful implementation of this project. The following lists a number of tasks which will be performed by the Contact One team:

- GIS data delivered in ESRI data format (Personal Geodatabase and Shapefile)
- Data will be Texas State Plane projection, NAD83 Datum, units will be feet (or other requested projection, if needed)
- The entire area of Jim Hogg County and Starr County will be mapped
- The following data will be delivered:
    - Street Centerlines data layer with address ranges and street names
    - ESN Boundaries data layer
    - Community Boundaries data layer
    - Map-based MSAG database
    - MSAG-to-GIS comparison report for MSAG changes
- Deliver data sets as the information is completed
- Coordination with AT&T/Intrado
- Use of in-house digitizing and/or in-field DGPS data collection

In order to perform all necessary data tasks, reporting, and data editing, the Contact One 9-1-1 Data Analyst team will use the MapSAG 9-1-1 GIS Data Management System. More information about this product and approach is found later in this section.

Kickoff Meeting

In order to collect all available information and to allow Contact One and the City of Laredo project officials to become familiar with one another and project expectations, time will be spent via conference call off-site performing the project kickoff and any other necessary meetings. This process will include information gathering, collecting existing data, and discussions with the addressing and 9-1-1 and GIS staff members. Also, this work will allow for the establishment of the entire project schedule and refined project tasks. If an on-site meeting is required after the kickoff, such a meeting will be scheduled and performed.

Information Gathering

In order to ensure that a comprehensive project is completed, any available documentation, mapping, and data will be collected from the City of Laredo and Jim Hogg County and Starr

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County. Most likely, a large amount of valuable information exists, and some of that data has been obtained from South Texas 9-1-1 staff and placed on the Contact One secure FTP server. As a baseline of information, the City of Laredo / South Texas 9-1-1 and Jim Hogg County and Starr County will need to provide the following:

1. Street Centerline and any Structure Points addressing data layers.
2. Community/Jurisdictional Boundary data layer.
3. Most recent 9-1-1 MSAG database files from AT&T/Intrado.
4. The most recent 9-1-1 ALI (customer records) database file from AT&T/Intrado, if available.
5. An Emergency Service Number/Zone (ESN/ESZ) GIS data layer, if available. If that does not exist, legal descriptions and/or hand-drawn or hardcopy maps which designate the boundaries of the fire districts, law enforcement jurisdictions, and Emergency Medical Service (EMS) zones will need to be provided.
6. Any documented addressing design and scheme for Jim Hogg County and Starr County.
7. Any available hand-drawn/hard copy/printed maps that would assist in understanding the addressing procedures and naming/addressing of the streets.
8. Any electronic map data which may have been collected by Jim Hogg County, Starr County, the City of Laredo, TXDOT, the State of Texas, federal agency, or private source and which may be of benefit to this project.

This collection of local data records is vital to ensuring the correct information is utilized for the system-wide GIS and 9-1-1 data analysis and data developments tasks in order to achieve extremely accurate mapping and 9-1-1 databases.

Street Centerlines

After collecting local data, the existing centerline will be used as a guideline for data correction efforts. Street names and address ranges will be added to streets where needed and verified. The existing addressing scheme/methodology information will need to be provided in order for Contact One to complete this step. If this information cannot be provided, this procedure may take longer than estimated.

Throughout Jim Hogg County and Starr County, field work may need to be performed in order to collect GPS information on the streets. The information which is collected will be used for the accurate placement of the actual street centerlines as well as validation of the street names and addressing. Contact One 9-1-1 GIS Data Analysts will use specially designed GPS systems and software in order to complete this process throughout the county, if necessary.

Also collected and verified will be the divided highways and on/off ramps to the highways. The divided roads and ramps will be collected as individual linework within the GIS street centerline database. Attribution will be used for assigning the address ranges and street names.

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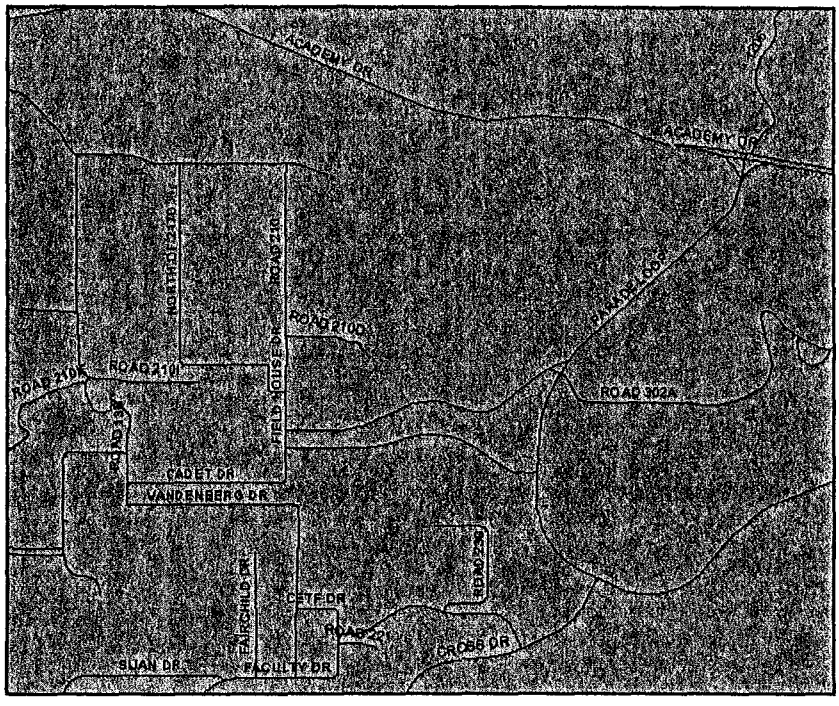
To be sure that all street centerlines are "connected" as well as to ensure that there are no addressing gaps or problems with other GIS data elements, a comprehensive Quality Assurance/Quality Control (QA/QC) process will be performed as part of the project. This QA/QC process is proprietary to Contact One, Inc. and will utilize our years of experience gained by performing similar projects within Alabama, Arizona, Colorado, Kansas, Kentucky, Georgia, Oklahoma, Texas, and other states across the United States.

Below is an example of street centerline data:



MSAG and GIS Matching

Contact One will match the GIS with the MSAG records. A new, highly accurate MSAG will be generated from the GIS. Contact One can coordinate with the Jim Hogg County MSAG Coordinator, the Starr County MSAG Coordinator, and Intrado in order to insure that the sufficient changes are performed on the MSAG database. These updates to the MSAG will therefore be used to accurately verify addresses as well as assign routing information to existing 9-1-1 records. *This particular step of the entire 9-1-1 mapping project is one item that separates Contact One, Inc. from other companies.* This is a critical step required to ensure that the 9-1-1 database is accurate and fully matches the addressing and emergency routing information which resides in the "real-world". The telephone companies currently do not have any external checks-and-balances system for this data. This particular process performed by Contact One 9-1-1 GIS Data Analysts ensures that the accuracy level of the 9-1-1 data far exceeds requirements.

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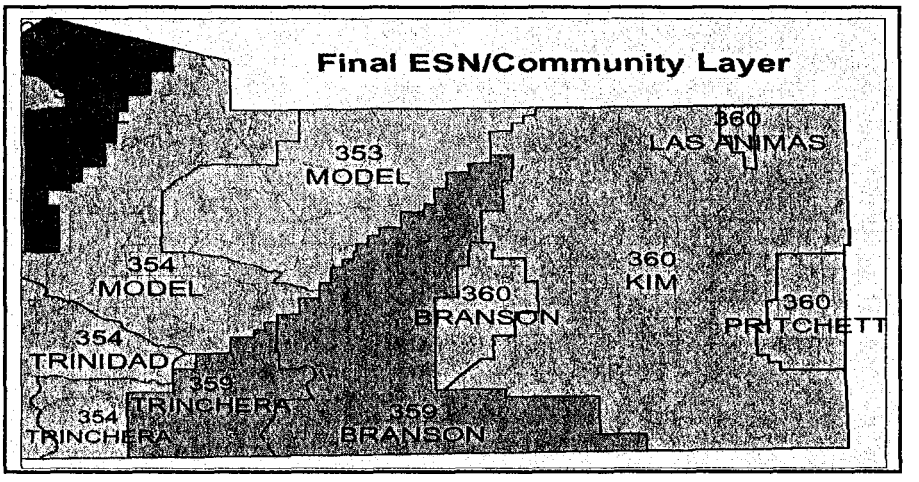
Emergency Service Zones (ESZ)
In order for the street centerlines to match the MSAG database as well as the correct response configuration (Fire, Law, and EMS) to be displayed when 9-1-1 calls are received, an Emergency Service Zone mapping data layer must be created. The ESZ layer is created to be accurate when correlated with the MSAG and street centerline GIS data layer. In order to complete this process, hard copy and/or digital maps of necessary response boundaries must be provided along with any Emergency Service Number (ESN) information which currently exists. Once this data layer has been generated by Contact One, it will be supplied to Jim Hogg County, Starr County, and South Texas 9-1-1 for verification. Verification will be provided through the use of digital map images of the ESZ layer for approval.

Internal boundaries between ESZ's will be based on the roads and/or jurisdictional boundaries as described above. Where these boundaries follow the roads, the ESZ boundaries will be snapped to the roads, so that they follow the roads exactly. Where the boundaries are intended to leave the roads, they will follow the town, parcel, or other boundaries, as appropriate. As with the roads, the ESZ boundaries will be snapped to the town and/or parcel edges. In locations where the ESZ boundaries do not follow roads or parcels, the Contact One Data Analysts will consult Jim Hogg County, Starr County, and the City of Laredo for feedback to determine the correct alignment.

Below is an example of ESN Boundaries:



Intersections
Using the GIS database, all intersections in Jim Hogg County and Starr County will be generated. Contact One has a unique approach to intersection generation which we consider "smart" intersections. The process involves the use of Contact One developed proprietary software which analyses all line features (roads, streams, railroads, etc) and can generate an intersection for each.

The resulting intersecting data layer provides an advanced tool for searching and display in the PSAPs. This approach provides for a much more usable and intelligible solution to locating

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intersections through user initiated searches, if supported by the PSAP mapping system. The resulting database can be used by Dispatch Mapping Systems and CAD systems alike.

Mapping Data Development Tasks Summary

Tasks and Deliverables
Project kickoff meeting and local record collection
Detailed monthly project tasks progress and reporting
Street name and address range analysis and correction
Creation of an ESN/ESZ data layer
Creation of the Community data layer
Intersections development
Correlation of GIS records with MSAG records and an MSAG Change report
Assistance with the Jim Hogg County MSAG Manager, the Starr County MSAG Manager, and/or Intrado for the 9-1-1 MSAG database changes/updates
Inclusion of reference and common-name data such as points-of-reference
Data Quality Assurance / Quality Control
Jim Hogg County database review and acceptance
Starr County database review and acceptance

The resulting "clean" street centerline and addressed structure points will have correct names and addresses. The Emergency Service Zone data layer will be provided based on information submitted to Contact One. An MSAG report and new MSAG will be generated from the GIS and provided to Jim Hogg County, Starr County, and South Texas 9-1-1 and Contact One can coordinate with Intrado for providing input for correction. Intersections will be generated region-wide.

Optional Data Layers

Contact One can also provide additional mapping tasks and the development of other useful data layers such as addressed structure points, unaddressed ranch roads, wireless towers and sectors, mile markers, fire hydrants, police beats or any other desired data layer. If requested, pricing can be provided on one or more additional layers.

Sample Data "Snapshots"

The images on the following pages display information used for the evaluation of the project for the South Texas 9-1-1 and Jim Hogg County and Starr County. Much of the information may be incomplete and therefore used for a baseline statistical report. This data was collected and analyzed for the purpose of preparing this Statement of Work and for researching the level of effort requirements. Local data provided to Contact One by South Texas 9-1-1 was also used for analysis of performing the project work.

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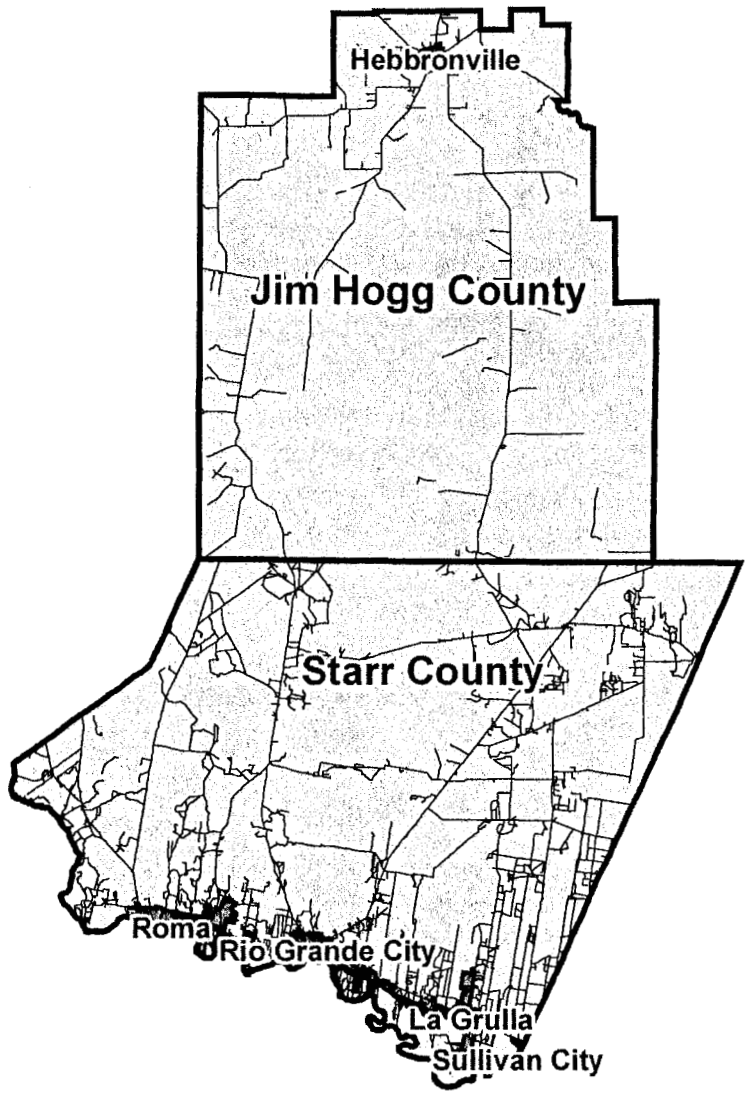
Jim Hogg County and Starr County

The map below depicts the information which our data analyst team gathered to assess the extents of your project including the county boundaries and roads.



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3. Pricing

These prices are based on costs associated to carry-out the best possible project plan for the City of Laredo/South Texas 9-1-1 for the Jim Hogg County and Starr County area. This pricing is based on the extensive experience we have in delivering cost-effective, yet accurate services to 9-1-1 agencies and counties similar to yours. Because of the internal processes we have developed for our customers, we can provide you with a higher degree of data accuracy than others. We also have the capacity to provide add-ons to you as a part of this project. Below are the tasks and deliverables.

Tasks and Deliverables
Project kickoff meeting and local record collection
Detailed monthly project tasks progress and reporting
Street name and address range analysis and correction
Creation of an ESN/ESZ data layer
Creation of the Community data layer
Intersections development
Correlation of GIS records with MSAG records and an MSAG Change report
Assistance with the Jim Hogg County MSAG Manager, Starr County MSAG Manager, and/or Intrado for the 9-1-1 MSAG database changes/updates
Inclusion of reference and common-name data such as points-of-reference
Data Quality Assurance / Quality Control
Jim Hogg County database review and acceptance
Starr County database review and acceptance

Any project-related travel expenses, mileage, or necessary on-site visit fees are included in this pricing. There are no surprises or added costs to this price. The project will require a dedicated amount of time, depending on the task.

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Based on the amount of effort and tasks described in this SOW, the total cost to perform the data development is provided below. This price includes all on-site visits, travel, and other associated costs.

Project Management Tasks		
	Coordinate, schedule and attend meetings *Manage members' questions and concerns* *Coordinate with data providers* *Deliver digital maps for accuracy verification database* *Produce Monthly Project Reports*	
Data Development Services		
	For the following county: Jim Hogg *All Tasks and Deliverables, as specified in the above table*	42,800
	For the following county: Starr *All Tasks and Deliverables, as specified in the above table*	107,100
		Data Development Total $149,900

Project Total $149,900

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COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/6/07	Consideration to execute a service agreement for digital aerial photography in the amount of $309,159.87 for Jim Hogg, Starr, Webb, and Zapata counties with Positron Public Safety Systems through the Houston Galveston Area Council of Governments (HGAC) cooperative purchasing program. Funding is available in the 9-1-1 Regional Fund.

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Jessica L. Hein, CASS Director

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City of Laredo is the 9-1-1 Regional Administrator for the four county region of Jim Hogg, Starr, Webb, and Zapata Counties.

Jim Hogg, Starr, and Zapata counties currently do not have aerial photography for their area. The Webb County Appraisal District procured aerial photography that covers Webb County including City of Laredo. However, oblique aerial photography for outside the city limits of the City of Laredo was not procured. The oblique aerial photography would enhance the existing aerial photography for Webb County. The aerial photography would allow 9-1-1 calls in the region to be graphically displayed at the public safety answering points (PSAPs).

The Commission on State Emergency Communications (CSEC) is requiring that all public safety answering points (PSAPs) in Texas have the capability to graphically display 9-1-1 calls on a map (also known as Mapped ALI). Currently, only the Laredo Police Department and Webb County Sheriff's office have this capability. The acquisition of the aerial photography, plus the new equipment and mapping software already purchased, will allow 9-1-1 calls in the region to be graphically displayed on a map.

The services will be purchased through the City's interlocal agreement with the Houston Galveston Area Council of Governments (HGAC) which has an existing contract for these services. The State of Texas 9-1-1 Commission has approved the purchase of these services during the 2007 fiscal year.

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund.

Description	Expense Account	Allocated funds Strategic Plan FY 06 - 07
Mapped ALI- Regional	258-2868-523-8217	$ 309,159.87
	Total	**$ 309,159.87**

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	It is recommended that this service agreement be executed.

POSITRON
Public Safety Systems

Pictometry Imagery
for
Webb, Starr, Zapata and Jim Hogg Counties, Texas

via HGAC

Summary - Base System

Item	Cost
Pictometry - Year 1 of a 2 Year Term	$ 152,295.50
Pictometry - Year 2 of a 2 Year Term	$ 152,295.50
HGAC Fee for 2 Year Term	$ 4,568.87
Total	**$ 309,159.87**

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Configuration Parameters

Pictometry Solution

Pictometry Imagery (for Webb, Starr, Zapata and Jim Hogg Counties, TX) — Included

Model #	Description	Qty	Unit Cost	Total
	[1] **Pictometry - Year 1 of a 2 Year Term**			
	Pictometry - Year 1 of a 2 Year Term	1		
			Subtotal	**$ 152,295.50**
	[1] **Pictometry - Year 2 of a 2 Year Term**			
	Pictometry - Year 2 of a 2 Year Term	1		
			Subtotal	**$ 152,295.50**
	HGAC Fee for 2 Year Term			
	HGAC Fee	1		
			Subtotal	**$ 4,568.87**
		Total		**$ 309,159.87**

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Notes

1	Project information and Pictometry deliverables are as per Pictometry International Corporation's document: Schedule "A" (061001)

Terms

PRICING	All prices are in U.S. Funds. Taxes, if applicable, are extra. FOB Positron, Montreal. Shipping costs are prepaid and charged.
PAYMENT	As per Pictometry International Corporation's Terms as detailed in their document: Schedule "A..
DELIVERY	TBD.
VALIDITY	60 days.

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Revision History

Revision Level	Reason for Revision	Date Revised
-	Original (DD)	July 19, 2007
A	Price Update (DG) (This quote replaces Q68261 and Q68262)	July 24, 2007

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PICTOMETRY INTERNATIONAL CORP.
GENERAL LICENSE TERMS AND CONDITIONS

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and _____ with offices located at _____ (the "Licensee").
Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

1. ARTICLE - DEFINTIONS

1.1 **"Images"** Orthogonal and oblique digital images, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system

1.2 **"Community Images" ("CI")** A set of views, each covering the entire sector; one from directly overhead, and two from different oblique angles.

1.3 **"Neighborhood Images" ("NI")** A set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail

1.4 **"Image Sector"** A portion of an image collection project defined as approximately one square mile in area.

1.5 **"Geographic MetaData" ("Metadata")** Data supplied by Pictometry that is captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.

1.6 **"Electronic Field Study" ("EFS")** A proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Images.

1.7 **"Pictometry Software" ("Software")** Any proprietary software provided by Pictometry. This includes programs such as EFS and Change Analysis or program modules such as 911 or GIS integration / interfaces.

1.8 **"Image Warehouse" ("IW")** A hierarchical storage system of Pictometric images, data and elevation models that allows fast, random access by geo-location.

1.9 **"Digital Elevation Model" ("DEM")** A general definition for a file containing ground elevation data. This may be a digital elevation model, a digital terrain model or a reflective surface model and is meant to encompass all means of production, including LIDAR and stereo pairs.

1.10 **"Documentation"** Written and/or electronic materials containing instructions and other information related to the use of the Images and the Software.

2. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

2.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Images Licensed Metadata, Licensed Software, Licensed DEM and Licensed Documentation provided under this Agreement and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products, defined below (hereinafter the "Proprietary Rights"). Licensee agrees: (a) that it will never assert or claim any interest in, or do anything that may adversely affect the validity of, or infringe on, any Proprietary Right, (b) that it will use reasonable efforts to protect the Proprietary Rights, including placing or maintaining all copyright notices and other indications of Pictometry's ownership on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry when instructed by Pictometry, and (c) that it will notify Pictometry promptly of any known or suspected breach of any Proprietary Rights.

2.2 **Use of Pictometry Marks.** Licensee acknowledges that Pictometry owns and retains all ownership rights in trademarks, trade names, logos, and designations used by Pictometry in connection with the Licensed Products. Licensee agrees not to attach any additional trademarks, trade names, logos or designations to any Pictometry product or to any copies of any of the Licensed Images without written approval from Pictometry. Licensee may, however, include a Licensee seal and contact information so long as these annotations in no way obscure or deface the Pictometry marks. Licensee further agrees that Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Licensed Images and the other Licensed Products. Licensee's nonexclusive right to use Pictometry's trademark is coterminous with this Agreement.

2.3 **Electronic and Other Publishing.** Except as provided in Schedule B and Article 4.1 of this Agreement, Licensee is specifically prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic network) any Licensed Product or any Licensed Image, or any portion of any such Product or Licensed Image, whether separately or as part of any other electronic publication.

2.4 **Confidentiality of Licensed Software.** The Licensed Products are commercially valuable, proprietary products of Pictometry, the design and development of which reflect an investment of considerable time and money. The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee agrees to use its best efforts to assure (a) that all its personnel, and any others afforded access to the Licensed Products, will protect the Products against unauthorized use, disclosure, copying, and dissemination, and (b) that access to the Licensed Products and each part thereof will be strictly limited. Licensee understands that Pictometry does not disclose source code and Licensee agrees that it will take all reasonable actions to

assure that persons who might access the Licensed Software will not "unlock" or "reverse engineer" any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

3. ARTICLE – GENERAL

3.1 **Licensed Products.** This Agreement pertains to the particular Images described in Schedule A attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Schedule A (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), the DEM described in Schedule A attached to this Agreement (the "Licensed DEM") all of which, along with the Documentation, are together referred to as the "Licensed Products." This Agreement does not apply to any other Licensed Products that may from time to time be owned, used, published, or distributed by Pictometry.

3.2 **System Installation.** Pictometry shall install a copy of the Licensed Products on storage media either provided by Licensee or purchased from Pictometry as specified in Schedule A. With the assistance of Pictometry, the Licensee will install the Licensed Products from that media onto computers/servers to be designated by the Licensee. The Licensee will be responsible for assuring that the computer system being used for these purposes will satisfy the minimum system requirements set forth on Schedule A.

3.3 **Licensee May Authorize Subdivisions, and Users.** The Licensee may authorize any department, sub unit or location within the Licensee (hereinafter "Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Subdivisions (the "Authorized Users") and to use and execute the Licensed Software for official purposes only. The installation of the CIW and EFS and the training of the Authorized Users may be performed only by either the Licensee and/or Pictometry. The Subdivisions authorized for such installation, use, and execution (the "Authorized Subdivisions"), will be designated by the Licensee as provided in Article 6.3 below. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products (other than described in Article 4.1 of this Agreement), (b) that it will not allow access to any of the Licensed Software or any Licensed Images except through Licensee workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.

4. ARTICLE - GRANT OF LICENSE

4.1 **License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 5 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:

(a) **Installation and Documentation.** To install the Image Warehouse on servers and related Licensed Software on workstations, all of which shall be owned (or leased) by, shall be located on the property of, shall be under the control of, and shall be used by the Licensee or by an Authorized Subdivision (which Authorized Subdivisions will be designated pursuant to Article 6.3 below). None of the Licensed Products shall be accessed except through such designated servers and Licensee workstations. To copy and use the related Documentation included in the Licensed Products in connection with the activities described in this Article 4.1.

(b) **Uses.** Through Authorized Users only, to use and execute the Licensed Software on those designated servers and workstations in the conduct of the public business of the Licensee or of the Authorized Subdivisions and to use and print copies of the Licensed Images in the following activities (and no others):

(1) **For Internal Business.** To use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.

(2) **For Persons Doing Business With Licensee** ("Project Participants"). Under the supervision of Authorized Users, allow representatives of persons doing or proposing to do business with the Licensee or an Authorized Subdivision on Licensee Projects (defined below) to use and execute the Licensed Software and to make copies of the Licensed Images with ink or toner on substrate (hereinafter "Hard Copies") at the Licensee or Authorized Subdivisions' facilities only, but not to make any electronic or digital copies (except for a limited number of jpg copies specific to a particular Licensee Project) of the Licensed Images ("Digital Copy"). For these purposes, "Licensee Projects" shall mean any plan or effort, tangible or intangible, such as construction, real estate disposition, facilities management, environmental studies or public information brochures or notices used by the Licensee or an Authorized Subdivision in pursuit of its public responsibilities. The Licensee or Authorized Subdivisions shall cause each Project Participant to agree to use the Hard Copies (or jpg copies) solely in connection with the Licensee's or Authorized Subdivision's Project.

(3) **For Public Use.** Through Authorized Users only, to use and execute the Licensed Software solely for the purpose of making Hard and Digital Copies of Licensed Images for persons desiring them (which Hard Copies may contain annotations of information stored in the Licensed Software and related to the property shown). Each Hard Copy or Digital Copy made pursuant to this Article 4.1(b)(3) shall be covered under terms and conditions as more fully provided in the attached Schedule B.

Any Hard or Digital Copy released or delivered by Licensee or any Authorized Subdivision pursuant to any state or Federal Public Records Act or any other similar state law or regulation shall be treated as a Hard or Digital Copy made pursuant to

Article 4.1(b)(3) for purposes of determining fees payable pursuant to this Article, and all Hard Copies and all Digital Copies made pursuant to this Article shall remain subject to all of the provisions of this Agreement.

4.2 **Limitations on License.** Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work (service bureau work shall be deemed to include, without limitation, use of the Licensed Software to process or to generate output data for the benefit of, or for purposes of, rendering services to any third party over the Internet or other public communications network), to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access to the Licensed Products except for licensee workstations, (c) that Pictometry shall not be obligated to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Software on licensee workstations and are familiar with the Licensed Software, (e) that the Licensee and its Authorized Subdivisions may not copy, download, store, publish, transmit, transfer , sell, or otherwise install or use the Licensed Software or any Images or any portion of the Images in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U .S.C. § 107). Licensee agrees that it will deliver to all recipients of any Hard Copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information that Pictometry may request so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

4.3 **Pictometry's Reserved Rights.** Pictometry reserves the right, at its sole discretion and without liability to Licensee, to create new versions of or modules with additional functionality for any part of the Licensed Products, which may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce upgrades to enhance operations of the Licensed Products, which will be supplied without additional cost to Licensee.

5. LICENSE FEES

5.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees"). Payment to be made as provided in Schedule A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. All License Fees shall be earned on the Delivery Date. For the convenience of the Licensee, the payment of these fees may be spread over the term of this Agreement as provided on the attached Schedule A.

6. ARTICLE - OBLIGATIONS OF LICENSEE

6.1 **Geographic Data.** If available, Licensee agrees to provide to Pictometry geographic data in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps tax parcel maps, centroids, etc., which data shall be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library for use in the Pictometry On-Line product and in licensing the Image Library to other licensees. At no time shall Pictometry claim ownership of this data.

6.2 **Technical Support Contacts.** Licensee agrees to name Licensee personnel to act as Licensee's technical support contacts for Licensee and these contacts will receive technical training as provided in Schedule A. These contacts will coordinate all requests and inquiries from all Licensee Authorized Users and only these named technical support contacts will have access to telephone support from Pictometry.

6.3 **Designation of Authorized Subdivisions.** Licensee agrees that, within thirty (30) days after receipt of the Licensed Products (and on an as-needed basis to update), it will furnish to Pictometry lists of all Authorized Subdivisions, as provided in Article 3.3 above,

6.4 **Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

7. ASSIGNMENT

7.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 7.2 and 7.3 below.

7.2 **Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.

7.3 **Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 7.3, this Agreement will not be assignable by Pictometry.

8. DURATION AND TERMINATION OF LICENSE

8.1 **Initial Term.** The initial term of this Agreement shall commence upon the installation of substantially all of the Image Warehouse and shall expire, unless sooner terminated in accordance with Article 8.3, or as indicated on Schedule A, no earlier than the second anniversary thereof.

8.2 **Renewal.** Effective as of that second anniversary (detailed in Article 8.1) or later anniversary as more fully described in Schedule A, Pictometry will grant an extension of the licensing of Products covered in this Agreement, only in accordance with the following:

(1) If no later than the 90th day before that second anniversary or later anniversary as more fully described in Schedule A, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two or more years) for new Licensed Images (with an annual value equal to or greater than that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Products licensed under this Agreement; or

(2) If no later than the 90th day before that second anniversary or later anniversary as more fully described in Schedule A, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two or more years) for new Licensed Images (with an annual value of at least 50% of that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Licensed Products upon the payment of a Perpetual License Conversion Fee. Fee is calculated on the difference between the annual fee payable under this Agreement and the new annual fee;

(3) If no later than the 10th day after that second anniversary or later anniversary as more fully described in Schedule A, the Licensee pays Pictometry an additional payment of a Perpetual License Conversion Fee, then Pictometry will grant a Perpetual License to Licensee for the Products licensed under this agreement.

Any extensions (or Perpetual Licenses) will be subject to the same terms and conditions as are provided in this Agreement except that the annual fee (under Article 5.1 and Schedule A) will be eliminated and the Licensee will no longer be able to add images to the existing Image Library. Nevertheless, Licensee's obligations as provided in Schedule B, shall continue during any such extension under this Article 8.2.

8.3 **Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.

8.4 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of the Licensed Products from all computers and workstations on which any of them may be stored or available at the time. In addition, the Licensee shall destroy all remaining inventory of Hard Copies of Images in its possession or under its control (excluding those images produced in the activities described in Article 4.1(b)(2) above). Within thirty (30) days of the date of termination or expiration of this Agreement, Licensee shall also pay Pictometry all amounts due hereunder. The provisions of Articles 2, 7, 8, 9, and 10 of this Agreement shall survive any termination or expiration of this Agreement.

8.5 **Access to Records.** During the term of this Agreement and for a period of one (1) year after the date of its termination or expiration, Licensee shall make available to Pictometry for inspection and copying, on reasonable notice and at reasonable hours, all books and records (including electronically retained information) pertaining to Licensee's compliance with the provisions of this Agreement.

9. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

9.1 **Limited Warranties.** Pictometry warrants:

a) that the Licensed Images and the Licensed Software installed by Pictometry on any Authorized Workstation supplied by Licensee pursuant to this Agreement will be true and usable copies as of the date of capture; and

b) that the information concerning the accuracy of the Licensed Products set forth on the attached Schedule C is substantially true.

Upon notice to Pictometry of any breach of the warranty in clause (a) and/or (b) above, Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to produce Images and related data that are usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.

9.2 **Disclaimer of Other Warranties.** Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

9.3 **Limitations and Exclusions of Remedies.** The respective remedies set forth in Section 9.1 are the sole and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL

EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL

10.1 Entire Agreement. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and the attached Schedules, the Schedules shall supersede the Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.

10.2 Rights of Others. This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.

10.3 Waiver. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

10.4 Notices. All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, or confirmed facsimile transmission at the address of the receiving party set forth below (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and shall be deemed complete upon receipt.

If to Licensee:

Contact Name: _____

Address: _____

_____

Email: _____

Phone: _____

Fax: _____

If to Pictometry:

Pictometry International, Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Attn: Michael J. Neary
Phone: 585-486-0093 Fax: (585) 486-0098
Email: mike.neary@pictometry.com

10.5 Export Control. Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the Untied States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, expiration, termination, or discharge of this Agreement.

10.6 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

10.7 Force Majeure. Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

PICTOMETRY INTERNATIONAL, Corp.	**Licensee:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 100 Town Centre Drive, Suite A	Address: _____
Rochester, NY 14623	_____
Date: _____	Date: _____

Attachments:
Schedule A: Description of Licensed Products – **Must be initialed by Licensee**
Schedule B: Charges for Image Reproduction
Schedule C: Digital Imagery Specifications
Schedule D: Sectorized Map – **Must be initialed by Licensee**

NOTE: ***"Notices"*** information must be entered in Article 10.4 of this Agreement.

TEXAS MODIFICATIONS
TO BE ADDED TO TEXAS SCHEDULE A

1. Modifications to License Agreement

a. Paragraph 3.3 is deleted in its entirety and replaced by the following:

"**3.3 Licensee May Authorize Subdivisions**: The Licensee may, from time to time, authorize any department, location, or governmental entity (hereinafter "Authorized Subdivisions") within Licensee's established and extended area to install Licensed Products on computers owned (or leased) and used by those Authorized Subdivisions and to use and execute the Licensed Software for official and lawful governmental purposes only, all in accordance with this Agreement. Pictometry shall initially install and/or work with the Licensee's personnel for the initial installation of the Client Image Warehouse and EFS software in the Authorized Workstations and servers of Authorized Subdivisions. With Licensee assistance in organizing and coordinating, Pictometry shall, furthermore, initially train and/or make provision for the initial training of Authorized Subdivision personnel in the application and use of the Licensed Software and Products. Licensee shall provide Pictometry with a list of its Authorized Subdivisions, including the names, mailing addresses, telephone numbers, and e-mail addresses of the key contact person for each Authorized Subdivision. All Authorized Subdivisions shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement."

b. The following new paragraph is added as Paragraph 3.4:

"**3.4. Needs Assessment Study**: Pictometry may render services in connection with preliminary assessment of the land information needs of the Licensee. Payment and terms for that service are negotiable."

c. Paragraph 4.1.a is deleted in its entirety and replaced by the following:

"**4.1 Installation**: To install the Client Image Warehouse on its servers and related Licensed Software on its Authorized Workstations, all of which shall be owned (or leased) by, shall be located on the property of, shall be under the control of, and shall be used by the Licensee. None of the Licensed Products shall be accessed except through such designated servers and Authorized Workstations. This same provision shall apply to all duly designated Authorized Subdivisions, including their Authorized Workstations and Authorized Users.

Documentation: To copy and use the related user documentation included in the Licensed Products in connection with the activities and uses described in this Section 4.1."

d. Paragraph 4.1.c.1 is deleted in its entirety and replaced by the following:

"(1) For Internal Business: In the conduct of the operations of the Licensee and/or of the Authorized Subdivisions, to use and execute the Licensed Products for internal use in pursuit of its or their lawful governmental responsibilities.

(2) For Persons Doing Business With Licensee ("Project Participants"): Under the supervision of Authorized Users, allow representatives of persons doing or proposing to do business with the Licensee and/or an Authorized Subdivision on a project of the entity ("Entity Project" as defined below) to use and execute the Licensed Software and to make copies of the Licensed Images with ink or toner on substrate (hereinafter "Hard Copies") at the Licensee or Authorized Subdivisions' facilities only, but not to make any electronic or digital copies of the Licensed Images ("Digital Copy"). For these purposes, "Entity Project" shall mean any plan or effort for construction, equipment acquisition, or other improvement in real estate, offices, facilities, or other operating assets that are, or will be, owned and used by the Licensee or an Authorized Subdivision in pursuit of its lawful public responsibilities, including any such assets (such as roads and public buildings) that are provided by the Licensee or an Authorized Subdivision for use by the public. The Licensee or any Authorized Subdivision may sell Hard Copies made pursuant to this subsection 4.1(c)(2) at whatever price, or no price, as the Licensee or Authorized Subdivision may determine, and without paying any special License Fee or other remuneration to Pictometry. The Licensee or Authorized Subdivision shall cause each Entity Project Participant to agree to use the hard copies solely in connection with the Licensee's or Authorized Subdivision's Entity Project and to return the Hard Copies upon completion of its participation in the Licensee's or Authorized Subdivision's Entity Project.

(3) For Public Use: Pictometry acknowledges that Licensee intends to place cropped pictures of individual properties in its appraisal records and utilize such cropped pictures in Appraisal Review Board hearings, in legal and court proceedings, and on Licensee's website. Pictometry acknowledges that the Licensee's intended use of cropped pictures of individual properties will require that such images be disclosed to individual property owners or their agents as required by the laws of the State of Texas. Pictometry specifically agrees to these particular uses and agrees to permit disclosure and copying of its copyrighted Images for these limited purposes (as stated in this subsection) without waiving its right to protect its copyright in the context of other requests. In the case of any other requests for copies of the Images in any other context, the Licensee agrees to refer the requestor to Pictometry to obtain copies and to make reasonable efforts to cooperate with Pictometry in protecting its rights in accordance with law."

e. Paragraph 5.1 is deleted in its entirety and replaced by the following:

"**5.1 License Fees**: In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the annual and other fees described on Schedule A (altogether the "License Fees"), payment to be made as provided in Schedule A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee. The first and the second annual fees shall be earned on the delivery and acceptance (which acceptance shall be no more than 30 days after initial installation date), even though payment of the second annual fee is deferred, as provided on Schedule A."

f. Paragraph 6.1 is deleted in its entirety and replaced by the following:

"**6.1 Geographic Data:** Licensee agrees to provide to Pictometry any geographic data available, including digital elevation models, street centerline maps, tax parcel maps, centroids, etc. This data will be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library to other Licensees. In providing any such geographic or other data, Licensee accepts no responsibility for the accuracy, completeness, condition, suitability, and/or timeliness of the data, and, in accepting any such data, Pictometry and any parties to whom the data may be provided by and/or through Pictometry shall indemnify and hold Licensee and its officers, agents, and employees harmless from any and all suits, actions, or other claims (including reasonable Licensee legal expenses) of any character, name, or description which might arise from acceptance and/or use of the Licensee data."

g. Paragraph 6.2 is deleted in its entirety and replaced by the following:

"**6.2 Technical Support Contacts:** Licensee agrees to name Licensee personnel to act as technical support contacts. These contacts will receive technical training as provided in Schedule A. These contacts will coordinate all requests and inquiries from all Licensee and Authorized Subdivision Authorized Users. If additional support is required by Licensee, only these technical support contacts will have access to telephone support from Pictometry."

h. Paragraph 6.3 is deleted in its entirety and replaced by the following:

"**6.3 Designation of Authorized Subdivisions, Users, Servers, Workstations**: Licensee agrees that, within forty-five (45) days after receipt of the Licensed Products, it will furnish to Pictometry in writing lists of:

(a) All Authorized Subdivisions, as provided in Section 3.3 above,

(b) All its servers and its Authorized Workstations on which any of the Licensed Software is or will be installed, as provided in Section 3.3 above, including their locations and identification information.

The Licensee agrees that it will:

(a) Send revisions of the above lists to Pictometry on the first day of each calendar quarter thereafter, adding or deleting the information on them so that the lists will be complete, accurate, and up-to-date. In order to be in compliance with this Agreement at all times, the Licensee may submit revisions in between those quarterly updates.

(b) Stipulate in its agreements with Authorized Subdivisions that they provide Authorized User and Authorized Workstation and server lists and associated information directly to Pictometry, with a copy to Licensee, on the same basis and frequency as required by Licensee under this Agreement."

i. Paragraph 8 is deleted in its entirety and replaced by the following;

"8. DURATION AND TERMINATION OF LICENSE

8.1 Initial Term: The initial two-year term of this Agreement shall commence upon the installation and Licensee acceptance (which acceptance shall be no more than 30 days after initial installation date) of the Client Image Warehouse and shall expire, unless sooner terminated in accordance with Section 8.3, twenty-four (24) months thereafter.

8.2 Renewal: Upon completion of initial 24-month term Pictometry will grant a perpetual License to Licensee for the existing Licensed Products.

j. A new paragraph 8.6 is added as follows:

"8.6 **Funding Out:** Notwithstanding any provision to the contrary, this contract will terminate if the governing body of the Licensee or its successor fails to appropriate the necessary funds for a subsequent year's funding of this contract. In such circumstances, the Licensee shall not be liable for any services rendered or products provided after notification to Pictometry that the contract is terminated for lack of funding. All Licensed Software and Licensed Images will be returned to Pictometry in the case of such termination by failure to appropriate the necessary funds for a subsequent year's funding of this Agreement."

k. A new Paragraph 9.4 shall be added as follows:

"**9.4 Indemnification:** Pictometry agrees to indemnify and hold harmless the Licensee from any damages, penalties, or expense, including attorney's fees, that may arise from the Licensee's cooperation with Pictometry in protecting Pictometry's copyrights, trade secrets, and other rights in the Licensed Products that are the subject of this Agreement."

l. A new Paragraph 10.7 shall be added as follows:

"**Execution of Agreement, Controlling Law, and Jurisdiction.** This Agreement will become effective only after it has been signed by Licensee and has been accepted by Pictometry at its principal place of business. It shall be governed by and construed in accordance with the laws of the State of Texas. The U.S. District Court in the _____ District of Texas or the district and appellate courts of the State of Texas having jurisdiction in _____County, Texas, and no other courts, shall have jurisdiction to adjudicate any disputes arising out of, or in connection with, this Agreement, and each party hereby unconditionally submits to the personal jurisdiction of those courts. Venue for any action arising out of this Agreement shall be in _____ County, Texas."

SCHEDULE "A"

1. The following products shall be delivered to South Texas Develpoment Council ("Licensee") by Pictometry International Corp.:

   A. Licensed Images procured with a 11 megapixel camera:

      1) **Two Way** Community Oblique Images covering 7072 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
         a. 4 Oblique images.
         b. 4 Oblique images taken from the opposite direction to (b) above.

      12" Two Way Community - Community Oblique Images to be taken when there is **less than 30% leaf cover.**

12" Community Oblique Image Price	$ 12.50 per sector per year
	$ 12.50 @ 7072 Sectors = $88,400 per year

      12" Ortho-rectified Community – Community Ortho images for Starr, Zapata, Jim Hogg only. Each sector will have approximately:
      a. 8 Orthoginal images

12" Ortho-rectified Community Images	$ 6.50 per sector per year
	$ 6.50@ 3563 Sectors = $23,159.50 per year

      2) **Four Way** Neighborhood Images covering 268 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
         a. 52 Ortho-rectified images.
         b. 104 Oblique images. 16 each from four perpendicular directions.

      4" Neighborhood Images will be taken when there is less than 30% leaf cover.

Neighborhood Oblique Image Price	$ 142.50 per sector per year
	$ 142.50 @ 268 Sectors = $38,190 per year
Ortho-rectified Neighborhood Images	$ 9.50 per sector per year
	$ 9.50 @ 268 Sectors = $2,546 per year

      3) Approximately 1 orthorectified mosaic tile per sector, at a 1 meter pixel resolution, for the full County coverage area.

Pictometry ____ Licensee____

7072 Ortho Sector Tiles = No Additional Charge

4) Images are to be delivered with an image size of approximately 4-6 MB.
5) Pictometry will also include the imagery taken for Webb County Central Appraisal District TX from 2006 (MSFT) and 2007 flights at NO ADDITIONAL CHARGE.

B. US Census Bureau TIGER line files of County or a base map supplied by Licensee.

C. DEMS (Digital Elevation Models) – check one:

_X_ U.S.G.S Digital Elevation Models (DEMs) (provided by Pictometry)
____ DEMs in _____ format (provided by Licensee). Licensee DEMs must be provided to Pictometry within 30 days of signing this agreement.

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

3. Training: Pictometry International Corp. shall conduct eight End User orientation sessions of up to 25 people for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be Advanced User technical training for four groups of up to 10 people using Licensee computers.

4. Telephone Support: Pictometry shall provide unlimited telephone support to the people who have completed the Advanced User technical training and who are individually identified by Licensee.

5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of installation, along with a copy of the updated documentation.

6. Annual License Fee of One Hundred Fifty Two Two Hundred Ninety Five Dollars and Fifty Cents ($152,295.50)
   - This is the Annual License Fee for the Licensed Images, Licensed Software, Licensed Documentation and support.
   - The initial duration of the License is two (2) years at the above Annual License Fee.
   - Licensee is granted a Perpetual License for all Licensed Images at no additional cost.
   - At the end of this License Term, Support and Maintenance for Licensed Software may be continued by:
     - Entering into a new license for new images, or
     - Paying an annual Support and Maintenance Fee of 2.5% of the Total License Fee.
   - **Pictometry Economic Alliance Partnership** – Licensee shall be eligible for the Pictometry Economic Alliance Partnership as outlined on Schedule E.
   - The annual cost of the Images is fixed for a period of one (1) year from the date of this License Agreement with Pictometry.

7. Storage Media. Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be 570 GB in a NTFS file system, in other file systems the size may vary. Licensee will also provide a 100 Mb/s network link to the server. On delivery Pictometry shall copy the Licensed Images and Licensed Software from Pictometry's computer to the Licensee server via the network connection.

   Total Cost: The Total Cost of this License Agreement Three Hundred Four Thousand Five Hundred Ninty One Dollars ($304,591) broken down as follows:

First Year	
Annual License Fee	$152,295.50
***First Year* Total**	$152,295.50
Second Year	
Annual License Fee	$152,295.50
***Second Year* Total**	$152,295.50

8. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement.

9. Payment: The Licensee shall remit to Pictometry International, Corp. twenty-five percent (25%) of the First Year Total Fee upon signing this Agreement and the balance of the First Year Total Fee within 30 days of the delivery of all Licensed Software and Images, as specified in this Schedule A. All delivery efforts by Pictometry International Corp. shall be coordinated with the Licensee. Payment of the Second Year Total Fee shall be due on the one-year anniversary of this delivery date. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon delivery of the Image Library. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

   Payment Breakdown:
   Down payment due at signing = $38,071
   Amount Due on Image Library Delivery = $114,224.50
   Amount due on one-year anniversary of delivery = $152,295.50

10. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

11. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.

12. Support Services: Additional training and support services are available at the additional costs listed:

Pictometry ____ Licensee____

Products & Services	Price
At Implementation	
-Additional user training sessions – End User or Advanced User.	$500/session
Post Implementation Training	
-At Licensee Location	
-End User or Advanced User.	$500/session*
-At Pictometry	
-Advanced User	$500/Person /Day
-Via the Internet	$350/Session
Post Implementation Technical Support	
-Telephone Support for Licensee Support Contacts – 5 Hour Blocks	$500
-On Customer Site	
-Senior Engineer - Per Hour, Min 8 Hr.	$200 *
-Customer Support Engineer – Per Hour, Min 8 Hr.	$125 *
Electronic Field Study Operations Manuals	
- Printed Manuals	$50

* Plus meal, lodging and travel expenses

Pictometry ____ Licensee____

SCHEDULE "B"
Charges for Image Reproduction

1. All Licensed Images provided pursuant to this License Agreement are and shall remain the property of Pictometry International Corp. and shall contain Pictometry's copyright notices.

2. Reproductions of individual (or limited quantities of) Licensed Images using the Licensed Software, or reproduction or copying of the Licensed Images in any form by any other means by Licensee or an Authorized Subdivision thereof, shall be permitted for distribution to Licensee's or Subdivision's constituency.

3. Licensee may charge reproduction fees or no fees to the persons or entities receiving the Images.

SCHEDULE "C"

Digital Imagery Specifications

Dimensions and Resolution:

All values are approximates based on target height-over-ground. The actual values vary due to elevation changes.

Individual Images:

Community Images

Oblique (Nominal 12 Inch)

Footprint:

Front Line:	3,100 feet (945 meters)
Back Line:	6,200 feet (1,890 meters)
Front to Back:	6,100 feet (1,860 meters)

Ground Sample Distance:

Front Line:	1.0 feet/pixel (0.30 meters/pixel)
Middle Line:	1.4 feet/pixel (0.43 meters/pixel)
Back Line:	1.9 feet/pixel (0.58 meters/pixel)

Orthogonal (Nominal 10 Inch)

Footprint: 2,900 x 2,300 feet (884 x 701 meters)
Ground Sample Distance: 0.88 feet/pixel (0.27 meters/pixel)

Premiere Community Images

Oblique (Nominal 9 Inch)

Footprint:

Front Line:	2,800 feet (850 meters)
Back Line:	4,000 feet (1,220 meters)
Front to Back:	3,500 feet (1,066 meters)

Ground Sample Distance:

Front Line:	0.70 feet/pixel (0.21 meters/pixel)
Middle Line:	0.85 feet/pixel (0.25 meters/pixel)
Back Line:	1.00 feet/pixel (0.30 meters/pixel)

Orthogonal (Nominal 9 Inch)

Footprint: 2,780 x 1,850 feet (848 x 564 meters)
Ground Sample Distance: 0.69 feet/pixel (0.21 meters/pixel)

Neighborhood Images

Oblique (Nominal 5 Inch)

Footprint:

Front Line:	1,600 feet (488 meters)
Back Line:	2,400 feet (732 meters)
Front to Back:	2,200 feet (671 meters)

Ground Sample Distance:

Front Line:	0.4 feet/pixel (0.12 meters/pixel)
Middle Line:	0.5 feet/pixel (0.15 meters/pixel)
Back Line:	0.6 feet/pixel (0.18 meters/pixel)

Orthogonal (Nominal 5 Inch)

Footprint: 1,650 x 1,100 feet (503 x 335 meters)
Ground Sample Distance: 0.42 feet/pixel (0.15 meters/pixel)

Premier Neighborhood Images

Oblique (Nominal 4 Inch)

Footprint:

Front Line:	1,400 feet (427 meters)
Back Line:	2,000 feet (610 meters)
Front to Back:	1,800 feet (549 meters)

Ground Sample Distance:

Front Line:	0.35 feet/pixel (0.11 meters/pixel)
Middle Line:	0.41 feet/pixel (0.12 meters/pixel)
Back Line:	0.49feet/pixel (0.15 meters/pixel)

Ortho (Nominal 4 Inch)

Footprint:	1,385 x 923 feet (422 x 281 meters)
Ground Sample Distance:	0.35 feet/pixel (0.11 meters/pixel)

Sector Tiles:

One-Meter Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size:	3.28 feet/pixel (1.0 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch) and/or Neighborhood Orthogonal (Premier and Standard)
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	8,000 KB (TIFF format)

One-Foot Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	1.0 feet/pixel (0.3048 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch) and/or Neighborhood Orthogonal (Premier and Standard)
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	20,900 KB (TIFF format)

Six-Inch Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	0.5 feet/pixel (0.1524 meters/pixel)
Source Imagery:	Premier Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	83,500 KB (TIFF format)

Custom Ortho-Mosaics:

Pictometry can create custom ortho-mosaics based on the resolution of the imagery captured. If a custom ortho-mosaic is desired, the full specifications will be spelled out in a separate addendum. It is important to note that while the ortho-mosaic can be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. In other words, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

Pictometry also has licensed partners who can create an ortho-mosaic product that can be certified to a particular accuracy. In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400

(2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

General Specifications:

Orthogonal Images

Sensor Size	Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.
Image Format	Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.
Image Quality	Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
Measurement Accuracy	<0.5% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 1.0-meter RMS error at a 95% confidence level (NMAS 1:1200) for orthogonal imagery over relatively flat terrain or in areas with accurate elevation data, and 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
Ortho-Rectification	The images are ortho-rectified to back out the optical deviations of the capture system and the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be one of any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
Image Export	JFIF (JPEG), TIFF, BMP EFS software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be re-projected during this export process, and an associated geography file can be created as well for use in importing the images into GIS mapping software.
Image Tiling	Individual orthogonal images are edge-feathered and mosaiced to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

Oblique Images

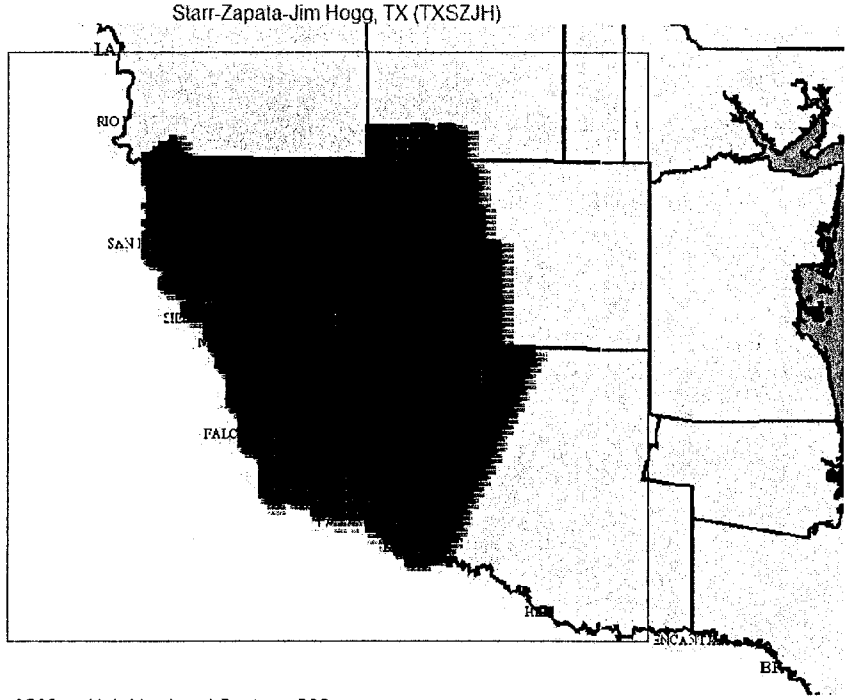
Sensor Size	Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.
Image Format	Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.
Image Quality	Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze and glint and glare caused by reflected sunlight.
Measurement Accuracy	<0.75% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for oblique imagery over relatively flat terrain or in areas with accurate elevation data, and 4.0-meter RMS error at a 95% confidence level (NMAS 1:4800) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
Image Export	JFIF (JPEG), TIFF, BMP EFS software can be utilized to export the images into any of the above industry-standard formats.

Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planemetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

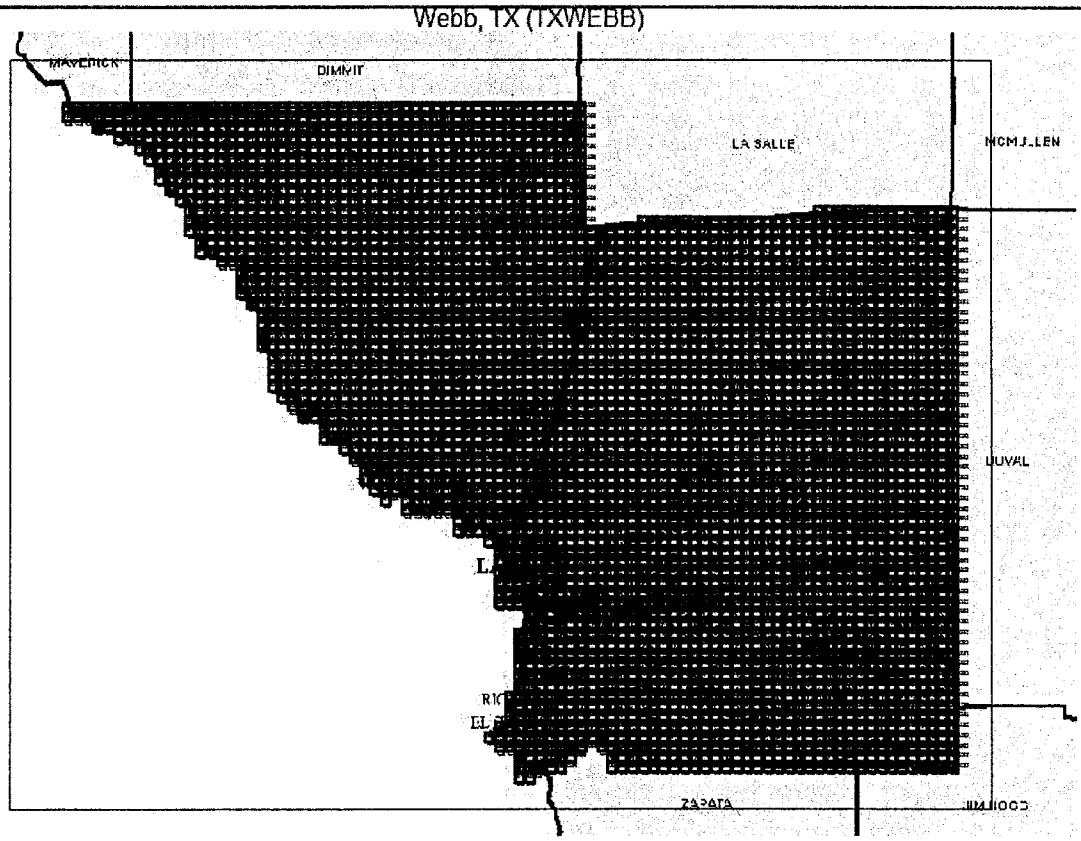
SCHEDULE "D"
Sector Map

Starr-Zapata-Jim Hogg, TX (TXSZJH)



Community Sectors: 3563 Neighborhood Sectors: 268

Webb, TX (TXWEBB)



Community Sectors: 3509 Neighborhood Sectors: 0

SCHEDULE "E"

Pictometry Economic Alliance Partnership

1. **Benefits**

Imagery – with Pictometry's EAP program the Licensee shall keep its imagery forever and Pictometry shall continue to provide the benefits listed below.

A **Revenue Share Opportunities for Licensee** (all revenue to be applied as credits toward Licensee's renewal):

a. If Pictometry sells the Licensee's Library to the Federal government, Licensee will receive a License Renewal Credit equaling 10% of that sale.

b. Pictometry shall market Licensee's imagery on the internet to consumers and rebate Licensee on a 50/50 basis in the form of credits toward future License Renewals.

B **Hurricane Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee's coverage area that has been affected by level II-V Hurricanes at no additional cost to Licensee.

C **Earthquake Damage Coverage** – Pictometry shall image and quickly deliver imagery of up to 200 square miles of Licensee's coverage area that has been declared a national disaster by the Federal Government at no additional cost to Licensee.

D **Tornado Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee's coverage area that has been affected by level F4 and above Tornados at no additional cost to Licensee.

E **Terrorist Damage Coverage**– Pictometry shall image damage due to terrorism up to 200 sq miles at no additional cost to Licensee.

F **Software Installation and Maintenance Costs** - During the term of this License Agreement, Pictometry shall provide Licensed Software to Licensee at no charge for software and no charge for maintenance.

G **Marketing** – Pictometry shall (only at Licensee's written direction) market Licensee's GIS layers and share the revenue with Licensee on a 50/50 basis.

COUNCIL COMMUNICATION

DATE: 08/06/2007	**SUBJECT:** Motion Consideration for approval of change order No. 2 an increase of $36,902 for additional engineering services and extension of contract termination date from December 31, 2006 to September 21, 2007 to the professional services contract with TEDSI Infrastructure Group for design and preparation of plans and specifications for the traffic signal and roadway improvements on Del Mar Blvd. at the intersection of Winfield Parkway/J.B. Alexander Parkway. Current construction contract amount is $143,590. Funding is available in the 2006 C.O. Issue.

INITIATED BY: Carlos Villarreal – City Manager	**STAFF SOURCE:** Rogelio Rivera, P.E. City Engineer Roberto Murillo, P.E., Traffic Director

PREVIOUS COUNCIL ACTION:
The Laredo City Council awarded professional services contract to TEDSI on 05/02/2005 to design and to prepare plans and specifications for this project.

BACKGROUND:

A professional services contract, for design and preparation of plans and specifications for traffic signal and roadway improvements on Del Mar Blvd. at the intersection of Winfield Parkway/J.B. Alexander Parkway, was awarded by City Council to TEDSI Infrastructure Group on 05/02/2005.
Change order No. 1, an increase of $24,900, was authorized July 11, 2006 and extended contract to December 2006 for additional engineering services.

This proposed change order # 2 in the amount of $ 36,902 is for additional engineering services and extension of contract termination date to September 21, 2007 due to changes to the original project design by the City as a result of the installation of a proposed new 24 inch waterline along Del Mar Blvd. and additional required pavement widening on the north side of Del Mar Blvd. in front of Alexander High School. In addition, proposed pavement widening improvements on the south side, all along the Alexander Subdivision Development, which were originally designed to be included in the project, were extracted from the project and proper changes to the original plans have to be performed. The improvements to the south side of the project will now be performed by Alexander Development and are in the process of being constructed in coordination with the City of Laredo.

Original Contract Amount..... $ 118,600.00
Change Order No. 1 ..... $ 24,990.00
This Change Order No. 2 ..... $ 36,902.00
Construction contract amount $180,402.00

FINANCIAL IMPACT:
Funding is available in 2006 C.O. Issue, account # 461-9853-535-9503.

COMMITTEE RECOMMENDATION: None	**STAFF RECOMMENDATION:** Staff recommends approval.

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ✦ Mission, Texas 78572

July 12, 2007

Mr. Roberto Murillo, P.E., P.T.O.E.
Director of Traffic Safety
City of Laredo
2800 Saunders
Laredo, Texas 78044

RE: Del Mar Blvd Project
Engineering Services Proposal

Dear Mr. Murillo:

TEDSI INFRASTRUCTURE GROUP (TEDSI) is pleased to submit this engineering proposal to the City of Laredo for additional engineering services on the above referenced Project. The scope of services relating to this project is shown in ***Exhibit "B"***.

SCHEDULE

It is estimated that the engineering services for this project, as described in Exhibit "B", can be completed within 45 days of a notice to proceed.

COMPENSATION

The total lump sum fees for the services to be provided under this project are outlined in ***Exhibit "D"*** Fee Proposal. These fees include all direct and indirect costs required to complete the services as described herein.

We trust that the information provided herein is sufficient for you to complete your evaluation of this proposal. However, should you have any questions please do not hesitate to call me.

Thank you for the opportunity to provide this proposal. You can be assured that we will provide our personal service, total commitment and timely response towards you on this Project. I look forward to working with you on this project.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

E-Mailed

Eric R. Dietrich, P.E., P.T.O.E.
Project Manager

Tel: 956/424-7898 ✦ TEDSI ✦ Fax: 956/424-7022

EXHIBIT "B"

Scope Of Services

Supplemental No. 2

DEL MAR BLVD

From Eastside of Alexander HS to 700 Ft West of Alexander/Winfield Parkways

(Laredo, Texas)

SCOPE DESCRIPTION

Following TEDSI's completion of a set of plans for proposed roadway improvements to Del Mar Blvd from east side of Alexander High School to 700 feet West of Alexander/Winfield Parkways, the City of Laredo informed TEDSI of two projects to be constructed prior to the street improvement project designed by TEDSI. These two projects are:

1) Installation of a proposed new 24-inch water line that would include additional pavement widening on the north side of Del Mar Blvd. in front of Alexander High School; and

2) Pavement widening along the south side of Del Mar Blvd. all along the Alexander Subdivision development.

As a result, the City of Laredo requested TEDSI to revise the previously completed set of plans to include the additional development and modifications within the project's construction limits as illustrated in the sets of plans prepared by the other engineering consultant firms. The revisions are in response to these projects and not due to TEDSI's errors or omissions and the revised set of plans will be used for final review and approval by the City of Laredo.

PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

The Engineer shall prepare revised Plans, Specifications and Estimate (PS&E) for this project and submit two project submittals for review and comment by the City of Laredo. City is responsible for the coordination, review, and the quality submission of the PS&E packages prepared by Engineer. The following tasks identify the responsibilities and deliverables that shall be carried out by the Engineer as part of the revised PS&E development and submissions:

1. Re-calculate proposed project bid quantities and revise plan Estimate & Quantity sheets to reflect work to be done under separate construction contracts.

2. Revise proposed typical roadway sections sheets and modify program with new typical sections to re-run earthwork computer program.

3. Revise Traffic Control Plan sheets to reflect roadway sections constructed under separate contracts.

4. Revise Plan & Profile (P&P) and Utility & Drainage (U&D) sheets to reflect work to be done under separate construction contracts.

5. Additional Coordination/Meetings with City and City's Consultant for new water line and Alexander's Consultant preparing project widening plans through project limits

EXHIBIT "D"
FEE PROPOSAL
DEL MAR BLVD
SUPPLEMENTAL NO. 2

PRELIMINARY ENGINEERING

	FIRM	PROP. FEE	
Update Survey (Completed Culvert)	RODS	$2,000.00	
		SUB TOTAL	**$2,000.00**

PLANS, SPECIFICATIONS & ESTIMATE
(Revise to include work to be done by others under separate contract)

E&Q Sheets	TEDSI	$5,086.00	
Typical Sections/Earthwork Sheet	TEDSI	$3,935.00	
TCP Sheets	TEDSI	$3,567.00	
P&P and U&D Sheets	TEDSI	$7,610.00	
Additional coordination	TEDSI	$13,970.00	
Reproduction/delivery/mileage	TEDSI	$734.00	
		SUB TOTAL	**$34,902.00**
		TOTAL	**$36,902.00**

CITY OF LAREDO ENGINEERING DEPARTMENT

Amendment No. 2 Date: July 24, 2007

Project: Del Mar Blvd. Road Improvements at Winfield/Alexander Parkways

Consultant: TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572
Phone: (956) 424-7898 Fax: (956) 424-7022

You are hereby requested to comply with the following changes from the original contract approved by City Council on **May 2, 2005**. The Consultant is also hereby advised that this Amendment No. 2 hereby made a part of the original contract and that all conditions and scope of services, and other obligations under the original contract apply thereunto.

This amendment no. 2 is for additional engineering services and extension of Contract Termination Date to September 21st, 2007.
(See attached Exhibit "B" Scope of Services for breakdown).

Original contract amount.....$118,600.00
(Awarded by City Council on May 2, 2005)
Amendment no. 1..... $ 24,990.00
This Amendment no. 2.....$ 36,902.00
Current contract amount.....$180,492.00

Recommended by:

Rogelio Rivera, P.E.,
City Engineer

Date:

Accepted by:

Mark W. Lupher, P.E.
TEDSI Infrastructure Group

Date: 7·25·07

Approved by:

Carlos Villarreal
City Manager

Date:

ATTEST:

Gustavo Guevara
City Secretary

Date:

COUNCIL COMMUNICATION

DATE:
8/6/07

SUBJECT: MOTION
Approving the submission of the 2007 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through the 33rd Action Year, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

33rd AY Community Development Block Grant $3,711,664 and $96,060 in CDBG Program Income

Community Development Administration	$678,151
Housing Rehabilitation Administration	$214,405
Housing Rehabilitation Loan Program ($96,060 derived from CDBG Program Income)	$308,613
Code Enforcement	$479,216
Graffiti Removal Program	$ 44,185
Hamilton Hotel - Section 108 Loan Repayment	$163,154
Cielito Lindo Park	$225,000
Slaughter Park Construction	$400,000
Shade Structures along Zacate Creek	$100,000
Sidewalks (District IV)	$125,000
Sidewalks (District V)	$125,000
Fire Truck (Station #4)	$340,000
EMS Ambulance (Station #1)	$180,000
Eistetter Park Multi-purpose Field Improvements	$100,000
Dryden Park Expansion	$225,000
Canizales Park Pavilion and Improvements	$100,000

2007 HOME Investment Partnership Grant $1,290,876 and $60,006 in Program Income

HOME Program Administration	$129,087
Downpayment Assistance	$697,683
Tenant-Based Rental Assistance	$330,480
Community Housing Development Organizations	$193,632

2007 American Dream Downpayment Initiative $12,841

Downpayment Assistance	$12,841

2006 Emergency Shelter Grant $160,079

ESG Program Administration	$ 2,600
Homeless Prevention Program	$48,000
Homeless Shelter Program (Operations and Rehabilitation)	$69,479
Essential Services	$40,000

INITIATED BY:	**STAFF SOURCE:**
Mr. Horacio De Leon Assistant City Manager	Ms. Ronnie Acosta CD Director

COUNCIL COMMUNICATION

PREVIOUS COUNCIL ACTION:
07/09/2007– A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2007 Consolidated One Year Action Plan.

BACKGROUND:

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive funding through the Community Development Block Grant ($3,711,664), the 2007 HOME Investment Partnerships Program ($1,290,876), the 2007 American Dream Downpayment Initiative ($12,841), and the 2007 Emergency Shelter Grant ($160,079). The City also anticipates receiving $96,060 through CDBG program income, $60,006 through HOME Program Income and $97,136 through the Housing Rehabilitation Revolving Loan fund. The award of funds is contingent on the submission and approval of a One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds.

Accordingly, eight neighborhood meetings and a public hearing were held prior to the preparation of the draft plan. The first public hearing was held on April 16, 2007. A second public hearing was held on July 9, 2007 in order to receive comments regarding the draft plan and the projects proposed for funding. Comments received from City Council at the second public hearing were in reference to the proposed allocations for Slaughter Park, the fire equipment, and the amount budgeted for the Graffiti removal program. There were no motions by Council, however, to make changes to the proposed amounts, or for changes in the projects to be funded.

The Consolidated Planning Process requires that citizens be provided an opportunity to comment on the proposed use of funds listed for 2007 and that a public hearing be held to receive comments. The Consolidated Plan was available for public review and comment for a period of 30 days beginning July 2, 2007 and ending August 2, 2007 at the offices of the City Secretary and the Department of Community Development. A copy of the plan was also available at the Main Public Library. No comments, other than those noted at the public hearing of July 9th, were received during the comment period. The Plan is required to be submitted to HUD by August 15, 2007 in order to receive Program Year 2007 funding.

FINANCIAL IMPACT:

33rd AY Community Development Block Grant $3,711,664
2007 HOME Investment Partnerships Program..... $1,290,876
2007 Emergency Shelter Grant..... ..... $160,079
2007 American Dream Downpayment Initiative.....$12,841
Proposed CDBG Program Income.....$96,060
Proposed HOME Program Income.....$60,006

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N/A	That this motion be approved.

COUNCIL COMMUNICATION

DATE: 08/06/07	SUBJECT: EXECUTIVE SESSION Request for Executive Session pursuant to Texas Government Code Section 551.071 (1) (B) to consult with Assistant City Attorney on settlement offer regarding Shade Concepts L.L.C., and return to open session for possible action.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon Assistant City Manager	V. Melissa Saldaña Assistant City Attorney

PREVIOUS COUNCIL ACTION:
None

BACKGROUND:

FINANCIAL:

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:

STAFF REPORTS

A. Presentation by Mr. Mario Medina, TXDOT District Engineer, regarding inspection stations.

COUNCIL COMMUNICATION

DATE:	SUBJECT: EXECUTIVE SESSION
08-06-07	Request for Executive Session pursuant to Section 551.071 (1) (A) of the Texas Government Code (Contemplated Litigation) to consult with the Assistant City Attorney regarding warranty from Trico-USA, Inc., for repairs at Eistetter Park, and return to open session for possible action.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon Assistant City Manager	V. Melissa Saldaña Assistant City Attorney

PREVIOUS ACTION:

BACKGROUND:

FINANCIAL:

RECOMMENDATION:	STAFF RECOMMENDATION:

COUNCIL COMMUNICATION

DATE:	SUBJECT: EXECUTIVE SESSION
08-06-2007	Request for executive session pursuant to Texas Government Code Section 551.074(a)(1) and Section 4.02 of the Charter, on possible appointment by the City Manager and confirmation by the City Council of a new city attorney; and return to public session with possible action.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal City Manager	

PREVIOUS COUNCIL ACTION:

BACKGROUND:

FINANCIAL:

RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	N/A

CITY COUNCIL MEETING AS MASS TRANSIT BOARD COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2007-RT-004
8-6-07	AUTHORIZING THE CITY MANAGER TO APPLY FOR STATE PUBLIC TRANSPORTATION FUNDS IN THE AMOUNT OF $458,221.00 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION WHICH IS AUTHORIZED TO DISTRIBUTE STATE FUNDS FOR TRANSIT CAPITAL AND OPERATING ASSISTANCE IN URBANIZED AREAS UNDER 200,000 IN POPULATION.

INITIATED BY:	STAFF SOURCE:
Horacio DeLeon, Assistant City Manager	Feliciano Garcia, Jr., Transit General Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
On June 28, 2007, the Texas Transportation Commission passed Minute order 110967. This minute order awards $19.8 million in state public transportation funds to the small urban and nonurbanized area formula programs for FY 2008. The FY 2008 state allocation for Laredo is $458,221.00.

FINANCIAL:
Section 5307 State allocation for Laredo is $458,221.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
n/a	Staff recommends approval.

RESOLUTION NO. 2007-RT-004

AUTHORIZING THE CITY MANAGER TO APPLY FOR STATE PUBLIC TRANSPORTATION FUNDS IN THE AMOUNT OF $458,221.00 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION WHICH IS AUTHORIZED TO DISTRIBUTE STATE FUNDS FOR TRANSIT CAPITAL AND OPERATING ASSISTANCE IN URBANIZED AREAS UNDER 200,000 IN POPULATION.

WHEREAS, the City of Laredo, Texas, intends to submit a grant application to the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation is prepared to award a grant to the City of Laredo, as authorized by 49 U.S.C. 5307, in the maximum amount of $458,221.00 for Fiscal Year 2007-2008.

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

Section 1. The City Manager is authorized to submit all the necessary paperwork to obtain Section 5307 Funds from the Texas Department of Transportation.

Section 2. The City Manager is authorized to accept funds awarded from the grant application for 5307 funds.

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:

ANTHONY McGETTRICK
ACTING CITY ATTORNEY

BY _____
V. MELISSA SALDAÑA
ASST. CITY ATTORNEY

Texas Department of Transportation

INTERNET ADDRESS:
http://www.dot.state.tx.us

AGENDA

TEXAS TRANSPORTATION COMMISSION
125 East 11th Street
Austin, Texas 78701-2483

THURSDAY
June 28, 2007

9:00 A.M. CONVENE MEETING

1. **Approval of Minutes** of the May 24, 2007 regular meeting and the June 14, 2007 special meeting of the Texas Transportation Commission

2. **Aviation**
   Approve funding for airport improvement projects at various locations (MO)

3. **Public Transportation**
   a. **Nueces and San Patricio Counties** – Award of transportation development credits to the Corpus Christi Regional Transportation Authority for fleet replacement and maintenance equipment (MO)

   b. **Various Counties** – Award state funds to public transportation providers for FY 2008 as appropriated by the 80th Texas Legislature (MO)

   c. **Various Counties** – Award Federal §5303 and State Planning Funding for FY 2008 to Metropolitan Planning Organizations, and authorize the §5304, State Planning and Research Program (MO)

   d. **Various Counties** – Award Federal §5311, Commission Discretionary Funds to Nonurbanized Transit Districts to Assist with Increased Fuel Costs (MO)

4. **Discussion Item**
   Report and analysis of statewide pavement conditions and the impacts on present and future available resources

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to distribute TDC to the Corpus Christi RTA as outlined above, and to enter into any necessary contract.

Note: The commission received comments from Corpus Christi District Engineer Craig Clark; and Corpus Christi Regional Transportation Authority General Manager Ricardo Sanchez.

b. **Various Counties** – Award state funds to public transportation providers for FY 2008 as appropriated by the 80th Texas Legislature (MO)

Commissioner Houghton made a motion, seconded by Commissioner Andrade, and the commission approved the following minute order presented by Public Transportation Division Director Eric Gleason:

110967
PTN

The General Appropriations Act enacted by the 80th Texas Legislature, Regular Session, appropriates $39,817,135 for public transportation grants for small urban and nonurbanized areas of the state.

The Texas Transportation Commission (commission) desires to award $19,741,068, the appropriated amount for FY 2008.

Title 43, Texas Administrative Code, §31.11 establishes a formula by which public transportation funds shall be distributed to the small urban and nonurbanized areas of the state. The FY 2008 allocation is shown in Exhibit A and has been calculated in accordance with the provisions of §31.11, and adjusted to address the appropriated level.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the Texas Department of Transportation.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the allocations as described in Exhibit A and to enter into the necessary contracts for the FY 2008 program of projects upon completion of all application requirements by the local public transportation operators.

Note: Exhibit A on file with minute order clerk.

Note: The commission received comments from Texas Transit Association executive director Ben Herr.

ITEM 4. DISCUSSION ITEM

Report and analysis of statewide pavement conditions and the impacts on present and future available resources

This report was presented by Assistant Executive Director for Engineering Operations Amadeo Saenz. Comments were also made by Chief Financial Officer James Bass.

DRAFT