

# CITY OF LAREDO

CITY COUNCIL MEETING

A-2009-R-12

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

July 6, 2009

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 June 22, 2009**

### V. COMMUNICATIONS AND RECOGNITIONS

#### Recognitions

a. Recognizing the following students for their successful completion of the nine (9) months of Ambassadorial Program-Service Above Self promoting World Peace, Understanding and the Eradication of Polio for Rotary International.

- Lucas Kehse, Student Exchange from Germany, J.B. Alexander High School.
- Rona Nushi, Student Exchange from Kosova, J.B. Alexander High School.
- Alexis Silva, J.B. Alexander High School departing to Switzerland.
- Bethany L. Garza, Trautman Middle School, Ambassadorial Training.

**Communiqués**

- a. Presentation report by Melissa R. Cigarroa, Imaginarium Executive Director, on the use of Third Party Funding to the City Council and how this funding supports the programs and the mission of the Imaginarium of South Texas.

**Citizen comments**

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

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

- a. Appointment by Mayor Raul G. Salinas of Dr. Tagi Sagafi-nejad, TAMIU Professor, to the International Trade Blue Ribbon Committee.

**VII. PUBLIC HEARINGS**

- 1. **Public hearing** allowing interested persons to comment on the 2009 Consolidated One Year Action Plan which identifies the projects proposed to be funded by the U.S. Department of Housing and Urban Development through \$3,634,339 in 35th Action Year Community Development Block Grant (CDBG) funds, and \$96,066 in CDBG Program Income; \$1,389,582 in 2009 HOME Investment Partnerships Program (HOME) funds, and \$20,006 in HOME Program Income; \$159,838 in 2009 Emergency Shelter Grant (ESG) funds; and \$70,000 through the Housing Rehabilitation Revolving Loan fund. The projects proposed to be funded are as follows:

**Community Development Block Grant**

Community Development Administration	\$664,392
Housing Rehabilitation Administration	\$237,640
Housing Rehabilitation Loan Program (\$96,066 in PI)	\$490,274
Code Enforcement	\$462,716
Graffiti Removal Program	\$49,282
Hamilton Hotel - Section 108 Loan Repayment	\$150,901
ADA Sidewalk Improvements	\$200,000
Civic Center Soft Track	\$211,000
Freddie Benavides Sports Complex Shade Structure	\$75,000
George Washington Park Playscape Shade Structure	\$30,000
Heritage Park Improvements	\$210,700
Riverhills Parkland Acquisition	\$210,700
Sidewalks District I	\$105,700
Sidewalks District IV	\$210,700
Sidewalks District V	\$210,700
Sidewalks District VII	<u>\$210,700</u>
<b>Total</b>	<b>\$3,730,405</b>

<b><u>Housing Rehabilitation Revolving Loan Program</u></b>	<b>\$70,000</b>
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### **HOME Investment Partnership Grant**

HOME Program Administration	\$138,315
Downpayment Assistance (\$20,006 in PI)	\$722,835
Tenant-Based Rental Assistance	\$340,000
Azteca Economic Development and Preservation Corp., Apartments (CHDO set aside)	<u>\$208,438</u>
<b>Total</b>	<b>\$1,409,588</b>

### **Emergency Shelter Grant**

ESG Program Administration	\$3,000
Bethany House Shelter Complex Homeless Prevention	\$33,000
Bethany House Shelter Complex Operations	\$58,403
Casa de Misericordia Operations	\$25,000
Bethany House Shelter Complex Essential Services	<u>\$40,435</u>
<b>Total</b>	<b>\$159,838</b>

#### **(Approved by Operations & Finance Committees)**

2. **Public hearing and introductory ordinance** accepting a grant award under the 2009 JAG Recovery Grant Program from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$602,748.00 and amending the City of Laredo 2008-2009 Special Police Fund Annual Budget in the same amount. The Office of Justice Programs is contributing the full grant amount of \$602,748.00 with no match obligated to the City of Laredo or Webb County. The City of Laredo will receive \$574,766.00 and Webb County will receive \$27,982.00. The Laredo Police Department will utilize this funding for training, ammunition, supplies and the purchase of officer safety equipment for the period of March 01, 2009 through February 28, 2013. **(Approved by Operations & Finance Committees)**
3. **Public hearing and introductory ordinance** amending Chapter 5 of the City of Laredo Code of Ordinance to allow the City of Laredo to issue two (2) year Alcoholic Beverage Permits and Licenses instead of the one (1) year which is currently issued. Senate Bill 1217 of the 80<sup>th</sup> Legislature amended the Texas Alcoholic Beverage Code to allow two (2) year permits and the Texas Alcoholic Beverage Commission has adopted Rule 33.25 to transition to the two (2) year permits and licenses by September 1, 2009. The City shall double the annual fee currently being assessed for the issuance of a two (2) year permit or license. This ordinance is also amended to update the list of permits and licenses and provide causes for denial or cancellation. **(Approved by Operations & Finance Committees)**
4. **Public hearing and introductory ordinance** amending Ordinance No. 2009-O-057 dated April 20, 2009 and the City of Laredo FY 2008-2009 budget for the Texas Department of Transportation Reimbursement

Agreement for the 2008 Utility Bond by appropriating revenues and project expenditures decreasing the amount not to exceed \$92,555.00, which consists of \$85,927.00 from the 2008 Water Bond and \$6,628.00 from the 2008 Sewer Bond. **(Approved by Operations & Finance Committees)**

5. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 29A, Ferraez Subdivision, located at 260 W. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District). The Planning and Zoning Commission has recommended approval of the zone change. (District V)
6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Friends Association Subdivision, located at 9110 McPherson Road. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit. (District VI)
7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for accessory parking on Lot 13, Block 6, Indian Sunset Subdivision Phase 11, located at 12921 Mohawk Drive. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit with a six (6) month expiration date. (District VII)
8. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lots 9-12, Block 1, Vista Hermosa Subdivision, Unit III, and Lots 13A and 14A, Block 1, Vista Hermosa Subdivision, Unit IV, located at 5517 McPherson Road, Suites #18 and 19. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit with the limitation of forty (40) amusement redemption machines to allow for the Conditional Use Permit to comply with the parking ordinance. (District V)
9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District). The Planning and Zoning Commission has recommended denial of the zone change. (District VIII)
10. **Public hearing and introductory ordinance** authorizing the City Manager to update the City's Foreign Trade Zone No. 94 fee schedule applicable to Laredo's Foreign Trade Zone Operators by designating an initial activation fee of a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate calculated at \$0.04 per square foot), designating the annual fee at a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate to be

calculated at \$0.05 per square foot) and an activity fee of \$5.00 as defined by the following U.S. Customs Forms: CF 214, CF 216, CF 7501, CF 3461, CF 368, release under Sec. 321, CF 7512, CF 6043 and any amendment of any of the above transactions. This fee schedule shall become effective October 1, 2009 through September 30, 2014. **(Approved by Operations & Finance Committees)**

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

## **VIII. INTRODUCTORY ORDINANCES**

11. Authorizing the City Manager to dedicate a perpetual easement to the United States of America, General Services Administration (GSA), being 1.20 acres of land, out of a 40.00 acre tract and located adjacent to the Colombia Solidarity Bridge Export Parking lot for the purpose of providing pedestrian and vehicular ingress and egress to access the Colombia Solidarity Bridge Inspection Station; said 1.20 acres tract of land, specifically described or being out of the Webb County School Survey No. 1462, Abstract No. 502, and also out of a called 40.00 acre tract as recorded in Volume 1448, Page 101 of Deed Records of Webb County, Texas. See attached Exhibit "1", illustrating the easement, Survey and Metes & Bounds description.

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

12.
  - 2009-O-102** Amending Chapter 24, Appendix A, Definitions, of the Laredo Land Development Code by amending the definition of an amusement redemption machine establishment to exclude a bar with five (5) or fewer machines; providing publication and effective date.
  - 2009-O-105** Authorizing the City Manager to accept and execute an advanced funding agreement with the Texas Department of Transportation in the amount of \$1,300,000.00 including a local match of \$177,984.00, and to amend the FY 2008-2009 Capital Grants Fund by appropriating said funds for a proposed railroad grade separation to be constructed over the Kansas City Southern railroad crossing located on Arkansas Avenue, near Guadalupe and Chihuahua Streets.
  - 2009-O-106** Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 1, 2, 3, and 4, Block 321, Eastern Division, City of Laredo, Webb County, Texas, located at 2518 Cedar Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$575.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Jesus Garcia Headstart Center.

**2009-O-107** Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 6, 8, the W ½ of Lots 5 and 7, the North 56' of Lot 4 and W ½ of Lot 3, Block 912, Western Division, City of Laredo, Webb County, Texas, located at 3501 Eagle Pass Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$625.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Villa Alegre Headstart Center.

**2009-O-108** Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 7, 8, 9, 10, 11, and 12, Block 1302, Eastern Division, City of Laredo, Webb County, Texas, located at 2400 S. Jarvis Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$525.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Tatangelo Headstart Center.

**2009-O-109** Authorizing the City Manager to convey to Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez, the following two (2) parcels;

1. The former street section of Thurman Street between Meadow and Mendiola Avenues, including its intersection with Mendiola Avenue, shown as Tract E of Exhibit A; provided however, that the City will retain a forty(40) foot-wide sanitary sewer easement on across said former street section; and
2. The former street section of Mendiola Avenue between Tinaja and Palo Blanco Streets shown as Tract F in Exhibit A, in exchange for the following greater-size, greater-value, properties to be conveyed by Mary Furrh Gomez, Rafael Gomez & Molly E. Gomez, to the City of Laredo;:
  1. Lots 1 and 8, Block 1044;
  2. Lot 8, Block 1045, Easter Division, City of Laredo; and
  3. Lots 3, 4, 5, and 6, Block 1047, Eastern Division, City of Laredo which lots are depicted on attached Exhibit B; and

Approving the submitted post-closure property improvement plan described in Exhibit C which is in compliance with Section 10 of the Street Closing/Sales Policy Handbook; & providing for an effective date.

**2009-O-110** Changing from 2010 forward, the date of the Municipal Election which is held in each even numbered year, from the first Saturday in May to the first Tuesday after first Monday in November commencing in 2010;so that the election that would otherwise be held on May 1, 2010; is hereby changed to November 2, 2010; and the City Secretary is directed to take all necessary action to accord the said election with the political subdivisions

who currently have their regular elections on the first Tuesday after the first Monday of November; providing for publication; and providing for effective date.

**2009-O-111** Amending Sections 19-362 & 19-601 of the Code of Ordinances in order to temporarily allow, that is, until September 30, 2009;

1. Free parking for passenger vehicles for the first hour of parking at each of the following three locations:
  - (a) Riverside parking lot;
  - (b) Zaragoza parking lot; and
  - (c) Transit Center; and
2. To allow all day parking for \$1.00 per day for downtown employees at the following two (2) locations;
  - (a) Riverside parking lot; and
  - (b) Zaragoza Parking Lot

Providing that these temporary changes will end on September 30, 2009; directing the traffic director to implement these temporary changes; and directing the City Manager to make a report to the City Council before September 30, 2009 on these temporary changes; providing for publication; and providing for effective date. **(AS AMENDED)**

## **X. RESOLUTIONS**

13. **2009-R-068** Authorizing the City Manager to apply for a grant in the amount of \$736,104.00 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916.00 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2010 through December 31, 2010. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2010 through December 31, 2010. **(Approved by Finance Committee)**
14. **2009-R-075** Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between the Texas Department of Public Safety (DPS) Aircraft and the Laredo Police Department for the purpose of granting a revocable license to use the City

of Laredo 800 MHz Trunked Voice Radio System. **(Approved by Operations & Finance Committee)**

15. **2009-R-076** Authorizing the City Manager to rescind the Resolution 2009-R-037 for the Advance Funding Agreement (“AFA”), attached hereto as Exhibit A, in the estimated amount of \$581,670.00 and approve the executed standard utility agreement hereto as Exhibit B, in the estimated amount of \$469,597.00; between the City of Laredo and the Texas Department of Transportation for the US 83 utility relocation and construction of a railroad overpass from Monterrey Street to Cedar Street. The adjustments of the water and sewer improvements are 100 percent reimbursable. The State will provide funding directly to the contractor in the amount of \$377,042.00 and pay the City of Laredo the engineering cost in the amount of \$92,555.00 after the City of Laredo pays the engineer. Funding is available on the 2008 Utility Bond Water Works and 2008 Utility Bond Sewer Fund. **(Approved by Operations & Finance Committees)**
16. **2009-R-077** Authorizing the City Manager to submit a grant application to the Federal Aviation Administration in the amount of \$3,092,510.00 and to accept said grant, if offered, for the (i) Rehabilitation of a portion of the General Aviation Apron Phase 4, (ii) to rehabilitate Runway 17R/35L to include lights and electrical fixtures and wiring and include upgrades to the airfield electrical vault and A&E services to develop plans and specifications to extend Runway 17R/35L and relocate/upgrade the Instrument Landing System at the Laredo International Airport. The City’s local match in the amount of \$162,764.00 (5%) is available through the land purchased in FY2006 (Rash Tract). **(Approved by Operations & Finance Committees)**
17. **2009-R-078** Amending Resolution 2009-R-022 for the grant agreement between the City of Laredo and the Texas Water Development Board-Contract No. G13500/13600/1546/1547- Amendment No. 7 for the City of Laredo, Mines Road/State Highway 359 Project No. 10045. This amendment reflects the transfer from different funding accounts under the Texas Water Development Board Grant that allows the City to adjust balances in the current Colonia projects subject to approval from the Texas Water Development Board.
18. **2009-R-079** Authorizing the City Manager to execute Advanced Funding Agreement, Amendment #1, identified as CSJ-0922-33-116, and execute the Advanced Funding Agreements identified as CSJ #'s 0922-33-130, 0922-33-131, and 0922-33-132, with the Texas Department of Transportation, for the Industrial Park Streets and Truck Route Reconstruction Project in order to divide the project and thereby allow the selection of multiple contractors. **(Approved by Operations & Finance Committees)**
19. **2009-R-081** Authorizing the City Manager to sign a water rights sales agreement, attached hereto as Exhibit A between the City of Laredo and

Colombia Bridge Development Properties, LP, in which the City is agreeing to purchase the right to divert and use 173.15 acre feet per annum of class "A" irrigation water rights to the Rio Grande river which after conversion from irrigation rights to municipal use rights amounts to 86.575 acre feet of municipal use rights per annum at \$2,250.00 per ac/ft. for a purchase price of \$194,793.75; and further authorizing the City Manager to sign and file necessary applications(s) with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication No. 23-2695 of the seller and combined with Certificate of Adjudication No. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City, funding is available in the Water Availability fund. **(Approved by Operations & Finance Committees)**

20. **2009-R-082** Authorizing the City Manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality (TCEQ) on behalf of the City requesting that Water Rights amounting to the rights to divert and use a maximum of 133.71 acre feet per annum of water from the Rio Grande for irrigation purposes on a Class "A" irrigation priority basis owned by the City of Laredo, being a portion of the water rights evidenced by Certificate of Adjudication No.23-2695-A be severed from Certificate of Adjudication No. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City. **(Approved by Operations & Finance Committees)**

## **XI. MOTIONS**

21. Authorizing the City Manager to negotiate a contract with Dannenbaum Engineering for the preliminary engineering design phase and feasibility study of the Rio Grande Low Water Weir Project funded by the International Boundary and Water Commission for the development of a weir along the Rio Grande River, said weir being constructed primarily for water storage, conservation, generating hydroelectric power and providing recreational opportunities for citizens of both the U.S. and Mexico; the United States International Boundary Water Commission (USIBWC) proposes to cost share in this study in an amount not to exceed \$250,000.00. **(Approved by Operations & Finance Committees)**
22. Approval of Change Order #3 to Jimmy Closner Construction Co., Inc for the project on SH 359 Colonias Water Distribution and Wastewater Collection Systems, Work Order No. 3 in the amount of \$24,537.75 to consolidate the quantities of the project with the exception of Old Milwaukee. The construction contract time is extended for an additional 90 calendar days. The revised contract amount is \$4,743,221.90. This change order is subject to approval by the Texas Water Development Board. The new construction time including this change order will be 855 calendar

days. Funding is available in the Colonias Fund. **(Approved by Operations Committee)**

23. Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P. for the hardware and software maintenance of the Laredo Bridge System Toll Collection Equipment. This maintenance service contract is for a term not to exceed one (1) year effective October 1, 2009 and will not exceed \$160,000.00. Funding is contingent upon availability in the FY 09-10 Bridge Fund Budget. **(Approved by Operations & Finance Committees)**
24. Consideration to award contract FY09-060 to the lowest responsible bidder, GCR Tire Centers, Laredo, Texas in the estimated amount of \$337,425.00 for the purchase of truck package tires for all City vehicles. The City did receive a lower bid from A to Z Tire and Battery; however, the tires proposed in their bid submittal were not on the City's approved product listing. All tires will be purchased on an as needed basis. Funding is available in the Fleet Department Fund. **(Approved by Operations & Finance Committees)**
25. Consideration for approval of change order #3 to Holloman Corporation in the amount of \$18,281.00, for the Mary Help of Christians Water Booster Station Improvements. This change order is to provide several changes including electrical improvements to provide increased pump station reliability. The construction contract time is to be extended by 60 days to a total of 365 calendar days. The revised contract amount is \$1,628,704.38. Funding is available in the 2004 Utility Revenue Bond. **(Approved by Operations Committee)**
26. Consideration to renew contract number FY09-008 awarded to Ferguson Waterworks, San Antonio, Texas in the estimated amount of \$250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the third (3<sup>rd</sup>) of eight (8) sixty (60) day supply extensions. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget. **(Approved by Operations & Finance Committees)**
27. Consideration to amend contract FY08-110, awarded to C.W. Security, Laredo, Texas, for providing security guard services for the Bridge System, City Hall, Health Department, Parks and Recreation Department - Civic Center, Solid Waste Department, the Municipal Housing Department, and other departments as needed by adjusting the hourly rate from \$8.75 to \$9.45 effective July 24, 2009. The contract terms and conditions allow for a rate adjustment due to an increase in the federal minimum hourly wage. **(Approved by Operations & Finance Committees)**

28. Authorizing the City Manager to award a contract to Castle Engineering & Testing, LLC, Laredo Texas, in the amount of \$69,800.00 for Testing services SH359 Work Order #2 Water Distribution and Wastewater Collection for Pueblo Nuevo Improvements Project, subject to the approval of the Texas Water Development Board (TWDB). Funding is available in the Colonias fund. **(Approved by Operations & Finance Committees)**
29. Refund of property tax in the amount of \$1,602.34 to the following taxpayers:
  1. A refund in the amount of \$621.49 payable to LSI Title Agency, Inc. due to an overpayment. Account #927-00015-311.
  2. A refund in the amount of \$980.85 payable to Antonio Rodriguez due to an erroneous payment. Account #812-01000-260.
30. Consideration to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the bid amount of \$129,022.95 for the CDBG Sidewalk City-Wide Projects No. 36 and 37 (35 Blocks). Construction contract time is ninety (90) working days. Funding is available in the CDBG 32<sup>nd</sup> and 33<sup>rd</sup> Action Year-Districts IV and V. **(Approved by Operations & Finance Committees)**
31. Authorizing the City Manager to extend the current contract for two (2) years with the Texas Health and Human Services Commission (THHSC) to provide a Medicaid eligibility specialist to conduct eligibility services for the temporary assistance for needy families program, food stamps and medical assistance program operated under the Title XIX; and employed by the THHSC, housed at the Health Department. The Health Department will provide 50% of the cost to THHSC for the total amount of \$51,600.00 for this service, from October 1, 2009 through September 30, 2010. Funding is contingent upon availability in the Health Fund/Administration Budget. **(Approved by Operations & Finance Committees)**
32. Consideration to authorize the purchase of public safety answering (PSAP) equipment from Embarq, Inc., through the Houston Galveston Area Council of Governments (HGAC) cooperative purchasing contract in the total amount of \$78,651.61. The equipment will be installed at the Laredo Police Department, Roma Police Department, Rio Grande City Police Department, and Starr County Sheriff's Office. Funding is available in the 9-1-1 Regional Fund. **(Approved by Operations & Finance Committees)**
33. Consideration for approval of Change Order No. 2, an increase of \$50,392.00 for the balance of quantities actually constructed in place, release of retainage, acceptance of the Calton Road Reconstruction from IH-35 right-of-way to approximately 700 ft. west of San Bernardo and approval of final payment in the amount of \$213,223.90 to SER Construction Partners, Ltd., Pasadena, Texas. Final construction contract

amount is \$1,257,690.00. Funding is available in the Transit 2004 CO. Project #TRCALT and in the 2008 Waterworks Bond. **(Approved by Operations & Finance Committees)**

34. Authorizing the submission of an application in the amount of \$5,000,000.00 for Neighborhood Stabilization Program 2 (NSP2) funds provided under the American Reinvestment and Recovery Act of 2009 and made available through the U.S. Department of Housing and Urban Development (HUD), on a competitive basis. The purpose of the program is to stabilize neighborhoods whose viability has been, and continues to be, damaged by the economic effects of properties that have been foreclosed upon and abandoned. **(Approved by Operations & Finance Committees)**
35. Consideration to award a professional services contract to Castle Engineering & Testing, LLC., Laredo, Texas, for an amount of \$99,980.00 to provide laboratory, sampling and testing services of materials for quality assurance for the Laredo International Airport Runway 17R-35L Reconstruction. Funding is available in the Airport Construction Fund FAA Grant No. 59. **(Approved by Operations & Finance Committees)**
36. Consideration to award a professional services contract to URS Corporation, Dallas, Texas, for an amount not to exceed \$216,855.11 for design and preparation of plans and specifications for the Laredo International Airport Airfield Electrical Vault Improvements and Runway 17R-35L Lighting and Signage Improvements. Design work is to be on a fast track basis approximately six (6) months. Funding is available in the Airport Construction Fund FAA Grant No. 57. Local funding will be used temporarily to fund this work until FAA releases the grant later this fiscal year. **(Approved by Operations & Finance Committees)**
37. Consideration for approval of Change Order No. 3 an increase of \$187,756.70 to include 15" portland cement concrete pavement quantities to the construction contract with Price Construction, Ltd., Big Spring, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase IV. Current contract amount is \$3,693,464.30. Construction contract time is one hundred fifty (150) calendar days. Funding is available in the Airport Construction Fund Grant No. 57. Local funding will be used temporarily to fund this work until FAA releases the grant later this fiscal year. **(Approved by Operations & Finance Committees)**
38. Consideration to award a professional services contract to URS Corporation, Dallas, Texas, to develop plans and specifications to extend Runway 17R/35L by approximately 911 feet, extension of the existing high Intensity Runway Lights including electrical, signs, precision instrument markings and relocation of approximately 1,500 feet of Taxiway Alpha to include electrical and signs, grading of safety area (1,000 feet x 500 feet), relocation of the existing Medium Intensity Approach Light System, and equipment shelter, relocation of glide slope equipment, grading a new glide

slope critical area, relocation of the existing precision Approach Path Indicator (PAPI) in the amount of \$319,517.60 and not to exceed \$146,905.00 for an Approach Survey reference relocation of the ILS for a total contract amount of \$466,422.60. The engineer shall provide a Preliminary Design, Final Design and prepare Bid Documents. Design work is to be done on a fast track basis approximately six (6) months. Funding is available in the FAA Grant No. 57. Local funding will be used temporarily to fund this work until FAA releases the grant later this FY. **(Approved by Operations & Finance Committees)**

39. Consideration to award contract FY09-043 to the lowest responsible bidder, G.T. Distributors Inc., in the estimated amount of \$84,830.00 for awarding an annual contract to purchase soft body armor vests for the Police Department. The contract price will be firm for a one (1) year period and allows the City to purchase additional vests at the contract price. Funding is available in the Police Department's budget. **(Approved by Operations & Finance Committees)**

40. Consideration to award contract FY09-039 to the following providers:

- 1) Verizon Wireless, Lewisville, TX for providing wireless broadband service in the estimated amount of \$305,439.60
- 2) AT&T Mobility, Atlanta, GA for providing wireless mobile phone service in the estimated amount of \$279,842.00;

for City of Laredo public safety and public service departments for a period of two (2) years. This contract is based on the use of approximately 335 wireless mobile phones and 335 broadband wireless services. The new contract will reduce the monthly expenditures by 28%. All services will be secured as needed. Funding is available in the respective departmental budgets. **(Approved by Operations & Finance Committees)**

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

41.

### **A. Request by Mayor Raul G. Salinas**

1. Discussion with possible action to form a committee establishing a farmer's market within the City of Laredo. (Co-sponsored by Council Member Cynthia Liendo Espinoza)
2. Discussion with possible action to create a sick leave donation program that would allow City employees to donate accrued sick leave to an employee that has suffered a life threatening situation or severe medical condition and who has exhausted all available paid leave.

- B. **Request by Council Member Dr. Michael Landeck**
  - 1. Discussion with possible action on allocating up to \$10,000.00 on Orlando and Gaby Canizales Boxing Gym for the floor renovation project.
  
- C. **Request by Council Member Johnny Rendon**
  - 1. Discussion with possible action to develop a plan of finance for the construction of a Veteran’s Administration Clinic and other related improvements at the former Laredo Air Force Base. (Co-sponsored by Council Member Jose A. Valdez, Jr.)
  
  - 2. Discussion with possible action regarding the allocation of “No Dumping” signs on upper Zacate Creek and San Francisco Avenue.
  
- D. **Request by Council Member Gene Belmares**
  - 1. Status report with possible action on the extension of Shiloh.
  
  - 2. Discussion with possible action on creating a tax increment district proposition for the new municipal golf course and surrounding areas.
  
- E. **Request by Council Member Jose A. Valdez, Jr.**
  - 1. Discussion with possible action regarding issues and regulations with “paleta” vendors throughout the City. (Co-sponsored by Council Member Cynthia Liendo Espinoza)

**XIII. STAFF REPORTS**

- 42. Discussion with possible action for development of land adjacent to El Portal on the river bend portion for possible park development.

**XIV. EXECUTIVE SESSION**

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

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

- 43. **2009-RT-006** Authorizing the City Manager to accept and execute the Texas Department of Transportation (TXDOT), Federal Transit Administration (FTA) Grant, Section 5307, TX-90-X848, in the amount of \$4,170,475.00 to be used for operating assistance of El Metro Transit System. **(Approved by Operations & Finance Committees)**

44. Authorizing the City Manager to accept and execute the Federal Transit Administration (FTA) American Recovery and Reinvestment Act (ARRA) Grant TX-96-X001, in the amount of \$4,757,091.00 and amending the FY2008-2009 Transit System's Capital Grant Budget in the said amount. **(Approved by Operations & Finance Committees)**
45. Consideration to amend contract (FY 08-114) to the low bidder, C.W. Tenorio Security, Laredo, TX, for providing security guard services for the Transit Center and Maintenance Facility by adjusting the hourly rate from \$8.75 to \$9.45 effective July 24, 2009. Funding is available in the El Metro Operations and Transit Center Funds. **(Approved by Operations & Finance Committees)**
46. Consideration to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the bid amount of \$78,624.50 for El Metro City-Wide Sidewalk Improvements (15 Blocks). Construction contract time is sixty (60) working days. Funding is available in the Transit 2008 New Freedom Grant. **(Approved by Operations & Finance Committees)**

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

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, July 1, 2009 at 6:35 p.m.

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**Gustavo Guevara, Jr.**  
City Secretary

## COUNCIL COMMUNICATION

**DATE:**  
07/06/09

**SUBJECT: PUBLIC HEARING**

Allowing interested persons to comment on the 2009 Consolidated One Year Action Plan which identifies the projects proposed to be funded by the U.S. Department of Housing and Urban Development through \$3,634,339 in 35th Action Year Community Development Block Grant (CDBG) funds, and \$96,066 in CDBG Program Income; \$1,389,582 in 2009 HOME Investment Partnerships Program (HOME) funds, and \$20,006 in HOME Program Income; \$159,838 in 2009 Emergency Shelter Grant (ESG) funds; and \$70,000 through the Housing Rehabilitation Revolving Loan fund. The projects proposed to be funded are as follows:

**Community Development Block Grant**

Community Development Administration	\$664,392
Housing Rehabilitation Administration	\$237,640
Housing Rehabilitation Loan Program (\$96,066 in PI)	\$490,274
Code Enforcement	\$462,716
Graffiti Removal Program	\$49,282
Hamilton Hotel - Section 108 Loan Repayment	\$150,901
ADA Sidewalk Improvements	\$200,000
Civic Center Soft Track	\$211,000
Freddie Benavides Sports Complex Shade Structure	\$75,000
George Washington Park Playscape Shade Structure	\$30,000
Heritage Park Improvements	\$210,700
Riverhills Parkland Acquisition	\$210,700
Sidewalks District I	\$105,700
Sidewalks District IV	\$210,700
Sidewalks District V	\$210,700
Sidewalks District VII	\$210,700
<b>Total</b>	<b>\$3,730,405</b>

**Housing Rehabilitation Revolving Loan Program** \$70,000

**HOME Investment Partnership Grant**

HOME Program Administration	\$138,315
Downpayment Assistance (\$20,006 in PI)	\$722,835
Tenant-Based Rental Assistance	\$340,000
Azteca Economic Development and Preservation	
Corp. Apartments (CHDO set aside)	\$208,438
<b>Total</b>	<b>\$1,409,588</b>

**Emergency Shelter Grant**

ESG Program Administration	\$3,000
Bethany House Shelter Complex Homeless Prevention	\$33,000
Bethany House Shelter Complex Operations	\$58,403
Casa de Misericordia Operations	\$25,000
Bethany House Shelter Complex Essential Services	\$40,435
<b>Total</b>	<b>\$159,838</b>

**INITIATED BY:**  
Ms. Cynthia Collazo  
Deputy City Manager

**STAFF SOURCE:**  
Ms. Ronnie Acosta  
CD Director

## COUNCIL COMMUNICATION

**PREVIOUS COUNCIL ACTION:**

05/04/2009– A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2009 Consolidated One Year Action Plan.

**BACKGROUND:**

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive \$3,634,339 in 35<sup>th</sup> Action Year Community Development Block Grant (CDBG) funds, \$1,389,582 through the HOME Investment Partnership Program, and \$159,838 through the Emergency Shelter Grant. An additional \$96,066 is anticipated to be received through CDBG program income, \$70,000 through the Housing Rehabilitation Revolving Loan funds, and \$20,006 in HOME program income. The award of funds is contingent on the submission and approval of a One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds.

Accordingly, seven neighborhood meetings and one public hearing were held prior to the preparation of the draft plan. Comments received included the need for more recreational parks and public facilities, pedestrian bridges, increased police patrol, lighting in parks and neighborhoods, additional code enforcement, sidewalks, and additional amenities at existing parks.

As a point of reference, CDBG funds are intended to assist in the development of viable urban communities, by providing decent housing, creating a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. All CDBG assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community. HOME funds are intended to expand the supply of affordable housing for very low income and low-income persons. ESG funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless.

The Consolidated Planning Process requires that citizens be provided an opportunity to comment on the proposed the use of funds listed for 2009 and that a public hearing be held to receive comments.

The Consolidated Plan is currently available for public review and comment for a period of 30 days beginning June 21, 2009 and ending July 21, 2009 at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the City of Laredo’s website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us). Comments received will be incorporated into the final document, which will be presented for City Council approval at the August 3, 2009 meeting.

**FINANCIAL IMPACT:**

35 <sup>th</sup> AY Community Development Block Grant	\$3,634,339
2009 HOME Investment Partnerships Program	\$1,389,582
2009 Emergency Shelter Grant	\$159,838
Proposed CDBG Program Income	\$96,066
Propose HOME Program Income	\$20,006
Proposed Housing Rehabilitation Loan fund	<u>\$70,000</u>
<b>Total</b>	<b>\$5,369,831</b>

**COMMITTEE RECOMMENDATION:**

N/A

**STAFF RECOMMENDATION:**

That interested persons be provided an opportunity to comment on the draft 2009 Consolidated One Year Action Plan.

**COUNCIL COMMUNICATION**

<p><b>DATE:</b></p> <p align="center">07 / 06 / 2009</p>	<p><b>SUBJECT:</b> Public Hearing / Introductory Ordinance</p> <p>Accepting a grant award under the 2009 JAG Recovery Grant Program from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$602,748.00 and amending the City of Laredo 2008-2009 Special Police Fund Annual Budget in the same amount. The Office of Justice Programs is contributing the full grant amount of \$602,748.00 with no match obligated to the City of Laredo or Webb County. The City of Laredo will receive \$574,766.00 and Webb County will receive \$27,982.00. The Laredo Police Department will utilize this funding for training, ammunition, supplies and the purchase of officer safety equipment for the period of March 01, 2009 through February 28, 2013.</p>
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<p><b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager</p>	<p><b>STAFF SOURCE:</b> Carlos Maldonado Chief of Police</p>
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**PREVIOUS COUNCIL ACTION:** Resolution #2009-R-033

**ACTION PROPOSED:**  
That City Council approved this ordinance.

**BACKGROUND:**  
On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009. As one of its many elements, the Recovery Act provides the Department of Justice with funding for grants to assist state, local, and tribal law enforcement agencies. The grant amounts distributed are formula-based and were awarded by the Department of Justice.

**FINANCIAL:**

Special Police Fund #229

	<u>Original Budget</u>	<u>Proposed Amended Budget</u>	<u>Proposed Budget Amendment</u>
<b>Revenues:</b>			
OJP / BJA	-	602,748	602,748
Total Revenues	-	602,748	602,748
<b>Expenditures:</b>			
09 Recovery JAG Grant	-	602,748	602,748
Total Expenditures	-	602,748	602,748

<p><b>RECOMMENDATION:</b></p>	<p><b>STAFF:</b> Recommends that Council approve this ordinance.</p>
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## ORDINANCE #

**Accepting a grant award under the 2009 JAG Recovery Grant Program from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$602,748.00 and amending the City of Laredo 2008-2009 Special Police Fund Annual Budget in the same amount. The Office of Justice Programs is contributing the full grant amount of \$602,748.00 with no match obligated to the City of Laredo or Webb County. The City of Laredo will receive \$574,766.00 and Webb County will receive \$27,982.00. The Laredo Police Department will utilize this funding for training, ammuniton, supplies and the purchase of officer safety equipment for the period of March 01, 2009 through February 28, 2013.**

**Whereas**, the Office of Justice Programs, Bureau of Justice Assistance provides training, supplies, and equipment through the JAG Grant from the Recovery Act of 2009 that will be utilized by the Laredo Police Department and Webb County; and

**Whereas**, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

**Whereas**, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of Justice Programs in full; and

**Whereas**, the City of Laredo will administer this grant on behalf of itself and Webb County.

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

**Section 1:** The City of Laredo 2008-2009 Special Police Fund Annual Budget is hereby amended in the amount of \$602,748.00 for the 2009 Recovery JAG Grant awarded June 19, 2009 to the City of Laredo Police Department. The Office of Justice Programs, Bureau of Justice Assistance is contributing the full grant amount \$602,748.00 (100%) with the City designating no cash match. The City of Laredo will receive \$574,766 and Webb County will receive \$27,982.00. This funding will be used for the training, ammuniton, supplies and the purchase of officer safety equipment for the Laredo Police Department and Webb County for the period of March 1, 2009 through February 28, 2013.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

*Valeria M. Acevedo*  
\_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

**COUNCIL COMMUNICATION**

<b>DATE:</b>  07/06/09	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b>  An ordinance amending Chapter 5 of the City of Laredo Code of Ordinance to allow the City of Laredo to issue two year Alcoholic Beverage Permits and Licenses instead of the one year which is currently issued. Senate Bill 1217 of the 80 <sup>th</sup> Legislation amended the Texas Alcoholic Beverage Code to allow two year permits and the Texas Alcoholic Beverage Commission has adopted Rule 33.25 to transition to the two year permits and licenses by September 1, 2009. The City shall double the annual fee currently being assessed for the issuance of a two year permit or license. This ordinance is also amended to update the list of permits and licenses and provide causes for denial or cancellation.
<b>INITIATED BY:</b>  Horacio De Leon, Jr., Assistant City Manager	<b>STAFF SOURCE:</b>  Elizabeth Martinez, RTA Tax Assessor-Collector
<b>PREVIOUS COUNCIL ACTION:</b>  On February 2, 1987, Ordinance No. 87-O-24 was approved authorizing the levy and collection of local fees equal to one-half of the state fees for each permit and license issued by The Texas Alcoholic Beverage Commission for the premises located within the City of Laredo.	
<b>BACKGROUND:</b>  Section 11-38 of the Alcoholic Beverage Code of Texas provides that the governing body of a city or town may levy and collect a fee not to exceed one half of the State fee for each permit issued for premises located within the city or town.  Section 61-36 of the Alcoholic Beverage Code of Texas provides that the governing body of a city or town may levy and collect a fee not to exceed one half of the State fee for each license issued for premises located within the city or town.	
<b>FINANCIAL IMPACT:</b> No financial impact, just shifting in the collection of annual revenues.	
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b>  Approval of Ordinance

**ORDINANCE NO. 2009-0-**

AN ORDINANCE AMENDING CHAPTER 5 OF THE CITY OF LAREDO CODE OF ORDINANCE TO ALLOW THE CITY OF LAREDO TO ISSUE TWO YEAR ALCOHOLIC BEVERAGE PERMITS AND LICENSES INSTEAD OF THE ONE YEAR WHICH ARE CURRENTLY ISSUED. SENATE BILL 1217 OF THE 80<sup>TH</sup> LEGISLATION AMENDED THE TEXAS ALCOHOLIC BEVERAGE CODE TO ALLOW TWO YEAR PERMITS AND THE TEXAS ALCOHOLIC BEVERAGE COMMISSION HAS ADOPTED RULE 33.25 TO TRANSITION TO THE TWO YEAR PERMITS AND LICENSES BY SEPTEMBER 1, 2009. THE CITY SHALL DOUBLE THE ANNUAL FEE CURRENTLY BEING ASSESSED FOR THE ISSUANCE OF A TWO YEAR PERMIT OR LICENSE. THIS ORDINANCE IS ALSO AMENDED TO UPDATE THE LIST OF PERMITS AND LICENSES AND PROVIDE CAUSES FOR DENIAL OR CANCELLATION.

**WHEREAS**, On February 2, 1987 the City of Laredo adopted Chapter 5 of the Code of Ordinances authorizing the levy and collection of local fees equal to one-half of the state fees for each permit and license issued by The Texas Alcoholic Beverage Commission for the premises located within the City of Laredo; **AND**

**WHEREAS**, Senate Bill 1217 of the 80<sup>th</sup> Legislation amended the Texas Alcoholic Beverage Code to allow two year permits. The Texas Alcoholic Beverage Commission has adopted Rule 33.25 to transition to the two year permits and licenses by September 1, 2009; **AND**.

**WHEREAS**, The City of Laredo wishes to amend Chapter 5 of the Code of Ordinances to allow the City of Laredo to issue two year Alcoholic Permits and Licenses instead of the one year which is currently issued; update the list of permits and licenses which may be issued by the city; update allowed exemptions; add local provisions allowed by the state for cancellation of a permit for not paying a fee levied under this section the payment of delinquent taxes; and add a provision allowed by the state for cancellation or denial of a permit if permit holder or applicant has not paid delinquent ad valorem taxes.

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

SECTION 1. Chapter 5 of the Code of Ordinances is amended as follows:

**Sec. 5-5. Alcoholic Beverage Permit Fees.**

In accordance with Section 11.38 Texas Alcoholic Beverage Code, there shall be levied and collected by the city the following ~~annual~~ two year fees for the following permits as issued ~~by the Texas Alcoholic Beverage Commission~~ for premises located within the city limits:

	Local Fee	<u>Annual Two Year Permit Fee Amount</u>	Source in <u>Texas</u> Alcoholic Beverage Code
i.	Brewer's Permit <u>(B)</u>	<del>\$750</del> <u>1,500.00</u>	Section 12.02
ii.	<u>Nonresidents Brewer's Permit (U)</u>	<u>\$1,500.00</u>	<u>Section 13.02</u>
iii.	Distiller's and Rectifier's Permit <u>(D)</u>	<del>\$750</del> <u>1,500.00</u>	Section 14.02
iv <del>ii.</del>	<del>Class A. Winery Permit (G)</del>	<del>\$37.50</del> <u>75.00</u>	Section 16.02
iv. <del>—</del>	<del>Class B. winery permit —</del>	<del>\$ 5.00 —</del>	<del>Section 17.02</del>
v.	Wine Bottler's Permit <u>(Z)</u>	<del>\$112.50</del> <u>225.00</u>	Section 18.02
vi.	Wholesaler's Permit <u>(W)</u>	<del>\$937.50</del> <u>1,875.00</u>	Section 19.02
vii.	General Class B. Wholesaler's Permit <u>(X)</u>	<del>\$150</del> <u>300.00</u>	Section 20.02
viii.	Local Class B. Wholesaler's Permit <u>(LX)</u>	<del>\$37.50</del> <u>75.00</u>	Section 21.02
ix.	Package Store Permit <u>(P)</u>	<del>\$150</del> <u>500.00</u>	Section 22.02
x.	Local Distributor's Permit <u>(LP)</u>	<del>\$50</del> <u>100.00</u>	Section 23.02
xi.	Wine Only Package Store Permit <u>(Q)</u>	<del>\$37.50</del> <u>75.00</u>	Section 24.02
xii.	Wine and Beer Retailer's Permit <u>(BG)</u>	<del>\$87.50</del> <u>175.00</u>	Section 25.03
<u>xiii.</u>	<u>Wine and Beer Retailer's Permit- Excursion Boat (V)</u>	<u>\$130.00</u>	<u>Section 25.02</u>
<u>xiviii.</u>	Wine and Beer Retailer's Off-Premise Permit <u>(BQ)</u>	<del>\$30</del> <u>60.00</u>	Section 26.02
xiv.	Mixed Beverage Permit <u>(MB or RM)</u> <del>provided that no such fee shall be charged during the three-year period following the issuance of a permit by the Alcoholic Beverage Commission.</del> <u>Original</u>	<u>375.00</u>	Section 28-02

		<u>1<sup>st</sup> renewal</u>	<u>Exempt</u>	
		<u>2<sup>nd</sup> renewal</u>	<u>\$1,125.00</u>	
		<u>3<sup>rd</sup> renewal</u>	<u>\$1,500.00</u>	
			<u>\$750.00</u>	
xvi.	Mixed Beverage Late Hours Permit ( <u>LB</u> )		<u>\$75150.00</u>	Section 29.02
xvii.	Daily Temporary Mixed Beverage Permit ( <u>TB</u> )		<u>\$25.00</u> <u>per day</u>	Section 30.02
xviii.	Caterer's Permit ( <u>CB</u> )		<u>\$250500.00</u>	Section 31-02
xix.	Private Club Beer and Wine Permit ( <u>NB</u> )		<u>\$1,500.00</u>	Section 32.02
xx.	Private Club Late Hours Permit ( <u>NL</u> )		<u>\$750.00</u>	Section 33.02
xxi.	Manufacturers Agent's Permit ( <u>T</u> )		<u>\$10.00</u>	Section 36.02
xxii.	Nonresidents Seller's Permit ( <u>S</u> )		<u>\$150.00</u>	Section 37.02
xiii.	Medicinal permit—		<u>\$150.00—</u>	Section 39.04—
xix.	Physician's permit—		<u>—\$0.50—</u>	Section 40.02—
xxiii.	Local Cartage Transfer Permit ( <u>ET</u> )		<u>\$30.00</u>	Section 42.02
xxiv.	Beverage Cartage Permit ( <u>PE</u> )		<u>\$20.00</u>	Section 44.02
xxv.	Bonded Warehouse Permit ( <u>J</u> )		<u>\$75150.00</u>	Section 46.02
xxvi.	Local Industrial Alcohol Manufacturer's Permit ( <u>LI</u> )		<u>\$100.00</u>	Section 47.02
xxvii.	Market Research Packager's Permit ( <u>MR</u> )		<u>\$100.00</u>	Section 49.02
xxviii.	Minibar Permit ( <u>MI</u> )	<u>Original</u>	<u>\$2,000.00</u>	<u>Section 51.05</u>
		<u>1<sup>st</sup> Renewal</u>	<u>\$1,500.00</u>	
		<u>2<sup>nd</sup> Renewal</u>	<u>\$1,000.00</u>	
		<u>3<sup>rd</sup> and all subsequent renewals</u>	<u>\$750.00</u>	
xxix.	Package Store Tasting Permit ( <u>PS</u> )		<u>\$25.00</u>	Section 52.02
xxx.	Out-of-State Winery Direct Shipper's Permit ( <u>DS</u> )		<u>\$75.00</u>	Section 54.04
xxxi.	Manufacturer's Agents's Warehousing Permit ( <u>AW</u> )		<u>\$750.00</u>	<u>Section 55.02</u> <u>Set by Commission Rule</u>

**Sec. 5-6. Alcoholic Beverage License Fees.**

In accordance with Section 61.36 of the Texas Alcoholic Beverage Code, there shall be levied and collected by the city the following ~~annual~~ two year fees for the following

licenses as issued by the Texas Alcoholic Beverage Commission for premises located within the city limits:

	Local Fee	Annual <u>Two Year Permit</u> Fee Amount	Source in Alcoholic Beverage Code
i.	<p>Manufacturer's License (<u>BA</u>)</p> <p>For the <u>First Establishment</u> \$750.00            For the <u>Second Establishment</u> \$1,500.00  <u>Third, Fourth, Fifth Establishments</u> \$4,275.00 each  <u>Establishments in Excess of Five</u> \$8,400.00 each</p>	<p><del>\$375.00 for the first establishment</del>  <del>750.00 for the second establishment</del>  <del>2,137.50 for the third, for the fourth and for the fifth establishment, and \$4,200 for each establishment in excess of five-</del>            \$750.00            \$1,500.00            \$4,275.00 each            \$8,400.00 each</p>	Section 62.02
ii	Manufacturer's Warehouse License ( <u>MW</u> )	\$300.00	Section 62.13 Set by Commission
iii.	General Distributor's License ( <u>BB</u> )	<del>\$150</del> 300.00	Section 64.02
iv <del>ii</del> .	Local Distributor's License ( <u>BD</u> )	<del>\$37.50</del> 75.00	Section 65.02
iv.	Branch Distributor's License ( <u>BC</u> )	<del>\$37.50</del> 75.00	Section 66.02
vi.	Importer's License ( <u>BI</u> )	\$120.00	Section 67.02
vii.	Importer's Carrier License ( <u>BJ</u> )	\$120.00	Section 68.02
viii.	Retail Dealer's On-Premises License ( <u>BE</u> )	<del>\$75</del> 150.00	Section 69.02
ix <del>viii</del>	Retail Dealer's On-Premises Late Hours License ( <u>BL</u> )	<del>\$125</del> 250.00	Section 70.02
ix.	Retail Dealer's Off-Premises License ( <u>BF</u> )	\$360.00	Section 71.02
xi.	Brewpub License ( <u>BP</u> )	\$500.00	Section 74.02
xii	Storage License ( <u>SL</u> )	\$200.00	Section 75.04

**Sec. 5-7. Exemptions.**

The following are exempt from the local fees by the Texas Alcoholic Beverage Code provided for in section 5-5 above, and are herein set out for clarification:

- 1.) Permits exempt under Section 11.38 (d)
  - (a) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private club registration, local cartage, storage, and temporary wine and beer retailer's permit;
  - (b) A wine and beer retailer's permit issued for a dining, buffet, or club car; and
  - (c) A mixed beverage permit during the three-year period following the issuance of the permit; and
- 2.) Promotional Permit exempt under Section 50.002 (b); and
- 3.) Temporary Charitable Auction Permit exempt under Section 53.002 (b); and
- 4.) Temporary License and Agent's Beer License exempt under Section 61.36; and
- 5.) Nonresident Manufacturer's License exempt under Section 63.02.

#### Sec. 5-8. Adjustments.

In the event that any of the fees provided for in the Texas Alcoholic Beverage Code are changed, then the appropriate local fee ~~or fees as set out in sections 5-5 and 5-6~~ shall be adjusted accordingly and as of the effective date of the change made in the state law.

#### Sec. 5-9 Causes for denial or cancellation

- 1.) City may cancel a permit if it finds that the permittee has not paid a fee levied under this section. A permittee who sells an alcoholic beverage without first having paid a fee levied under this section commits a misdemeanor punishable by a fine of not less than \$10 nor more than \$200.
- 2.) City may cancel or deny a permit for the retail sale or service of alcoholic beverages, including a permit held by the holder of a food and beverage certificate, if it finds that the permit holder or applicant has not paid delinquent ad valorem taxes due on that permitted premises or due from a business operated on that premises to any taxing authority in the county of the premises. For purposes of this subsection, a permit holder or applicant is presumed delinquent in the payment of taxes due if the permit holder or applicant:
  - (a) is placed on a delinquent tax roll prepared under Section 33.03, Tax Code;
  - (b) has received a notice of delinquency under Section 33.04, Tax Code; and
  - (c) has not made payment required under Section 42.08, Tax Code.

#### Section 2: Effective Date.

The Ordinance shall become effective not less than sixty (60) days from the date of the public hearing on this ordinance, in accordance with the City Charter.

Section 3: Publication.

This Ordinance shall be published one (1) time in accordance with the provisions set forth in Section 2.09 (D) of the City Charter.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

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

ATTEST:

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

APPROVED AS TO FORM  
RAUL CASSO, CITY ATTORNEY  
BY:

\_\_\_\_\_  
NATHAN R. BRATTON,  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/6/09	<b>SUBJECT: Public Hearing and Introductory Ordinance</b> Amending ordinance No. 2009-O-057 dated April 20, 2009 and the City of Laredo FY 2008-2009 budget for the Texas Department of Transportation Reimbursement Agreement for the 2008 Utility Bond by appropriating revenues and project expenditures decreasing the amount not to exceed \$92,555.00, which consists of \$85,927.00 from the 2008 Water Bond and \$6,628.00 from the 2008 Sewer Bond.
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<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodríguez Jr., P.E., Utilities Director
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**PREVIOUS COUNCIL ACTION:** Award the Engineering Contract to Premier Civil Engineering on March 2, 2009. Approved ordinance 2009-O-057 on April 20, 2009

**BACKGROUND SUBJECT:**  
The City of Laredo (City) received approval from the Texas Department of Transportation (State) on February 11, 2009 to secure civil engineering and surveying services for the project in the amount of \$92,555.00; this amount is 100% reimbursable. Council approved the AFA, but it never got executed by the State instead the State executed the Standard Utility Agreement (SUA) for the construction of the US 83 Utility Relocation at the Railroad Overpass from Monterrey St. to Cedar St.; the State will provide funding directly to the contractor in the amount of \$377,042.00 for the installation of the water and sewer improvements as part of a joint bid. The project will be let on July 2009.

	Total	WATER	WASTEWATER
Estimated Contract amount.....	\$377,042.00	\$350,042.00	\$ 27,000.00 (Paid directly from State)
<u>Engineering Fees.....</u>	<u>\$ 92,555.00</u>	<u>\$ 85,927.00</u>	<u>\$ 6,628.00</u>
Total SUA	\$469,597.00	\$435,969.00	\$33,628.00
<u>Engineering Fees.....</u>	<u>\$ 92,555.00</u>	<u>\$ 85,927.00</u>	<u>\$ 6,628.00</u>
<u>Reimbursement Agreement</u>	<u>\$ 92,555.00</u>	<u>\$ 85,927.00</u>	<u>\$ 6,628.00</u>

**FINANCIAL IMPACT:**

	ORIGINAL BUDGET	AMENDMENT	AMENDED BUDGET
<b>2008 UTILITY BOND WATERWORKS:</b>			
TX DOT REIMBURSEMENT	\$595,268.25	(\$509,971.25)	\$85,297.00
US 83 RAILROAD PROJECT	\$595,268.25	(\$509,971.25)	\$85,297.00
<b>2008 UTILITY BOND SEWER FUND:</b>			
TX DOT REIMBURSEMENT	\$119,410.25	(\$112,782.25)	\$6,628.00
US 83 RAILROAD PROJECT	\$119,410.25	(\$112,782.25)	\$6,628.00

<b>COMMITTEE RECOMMENDATION:</b> Operations Committee Finance Committee	<b>STAFF RECOMMENDATION:</b> Conduct Public Hearing and Introductory Ordinance
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## **Public Hearing and Introduction of Ordinance**

Amending ordinance No. 2009-O-057 dated April 20, 2009 and the City of Laredo FY 2008-2009 budget for the Texas Department of Transportation Reimbursement Agreement for the 2008 Utility Bond, by appropriating revenues and project expenditures decreasing the amount not to exceed \$92,555.00, which consists of \$85,927.00 for the 2008 Water Bond and \$6,628.00 for the 2008 Sewer Bond.

**WHEREAS**, the eligible reimbursement costs of the improvements is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Laredo, Utilities Department, acting by and through its duly authorized officials, hereinafter called the "City."

**WHEREAS**, Commission Minute Order Number 111550 authorizes the State to undertake and complete a highway improvement generally described as US 83 Construction of a Railroad Overpass from 0.2 miles west of Monterrey St. to .02 miles west of Cedar St.

**WHEREAS**, the State will reimburse only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A.

**WHEREAS**, on February 11, 2009 the Local Government received approval in securing services from Premier Civil Engineering, LLC called the "Consultant".

**WHEREAS**, on March 2, 2009; the City of Laredo awarded an engineering contract to the Consultant in the amount of \$92,555.00 for the construction of the Project, and

**WHEREAS**, on June 15, 2009 the City and the State has executed the Standard Utility Agreement (SUA) and the City is eligible 100% of the reimbursement costs related to the adjustment of the water and sewer improvements; and

**WHEREAS**, the State will paid directly any cost related to the water and sewer improvements.



# ATTACHMENT A

## Payment Provision and Work Responsibilities

The State will pay directly to the contractor for the cost of the installation and relocation of the water and sewer improvements along US 83 between Monterrey St. and Cedar St. as follows and the City will pay the consultant and request reimbursement from the State:

- Connect existing 8" sewer line and backfill the existing manhole at Guadalupe St. and Lexington St. in order to eliminate manhole conflict and install a manhole 80 feet west of the existing manhole located at the same intersection; adjust manhole at the intersection of Lexington St. and Guadalupe St. to the finish grade.

- Connect existing 36" sewer line and backfill the existing manhole at Chihuahua St. and Sanders St. in order to eliminate manhole conflict and install a manhole 80 feet south of the existing manhole located at the same intersection; adjust manhole at the intersection of Sanders St. and Chihuahua St. to the finish grade.

-Adjust 12 manholes to the finish grade.

-Install 3 bores one 200 feet of 24" steel casing and two 90 feet of 16" casing for the installation of a 12" water line and 8" water line respectively.

-Install 750 feet of 12" PVC C-900 water line from the intersection of Monterrey St. and Chihuahua St. to the intersection of Marcella St. and Chihuahua St.; three wet connections to the existing line at Monterrey St. & Chihuahua St., to the existing line at Marcella St. & Chihuahua St. and to the existing 6" water line at Sanders St. & Chihuahua St. including appurtenances.

-Install 690 feet of 16" PVC C-905 water line from the intersection of Maryland St. and Chihuahua St. to the intersection of Cedar St. and Chihuahua St., three 16" wet connections to the existing line at Cedar St. & Chihuahua St., at the existing line at Maryland St. and Chihuahua St. and to the existing line at Lexington St. & Maryland St. including appurtenances.

- Install 500 feet of 8" PVC C-900 water line from the intersection of Monterrey St. and Chihuahua St. to the intersection of Monterrey St. and Guadalupe St., three wet connection to the existing line at Monterrey St. & Chihuahua St. and at Guadalupe St. & Monterrey St. north and west of intersection including appurtenances.

- Install 250 feet of 8" PVC C-900 water line from the intersection of Maryland St. and Chihuahua St. to the intersection of Springfield St. and Chihuahua St., including appurtenances.

-5 fire hydrant, 28 single water services at different locations, install three 8", one 6", one 12" and one 16" plugs at different locations.

-lower the existing 16" water line and install 60 feet of 16" water line including appurtenances between Chihuahua St. and Guadalupe St. along Maryland.

-Adjust 35 gate valves to the finish grade.

- Install five 6", seven 8", three 12" and three 16" gate valves.

It is further understood that the State will include only those items for the improvements as requested and required by the City. This is an estimate only; final participation amounts will be based on actual charges to the project.

**US 83 - GUADALUPE/CHIHUAHUA UTILITY RELOCATIONS PROJECT**

Project Summary

Contractor's Construction Cost	\$377,042.00
Engineering fees (PREMIER)	\$92,555.00
<b>Subtotal</b>	<b>\$469,597.00</b>
Total Charged to project	\$469,597.00
Salvage Material	\$0.00
Net Estimate Cost	\$469,597.00
Less Betterment	\$0.00
Estimated Cost	\$469,597.00
Eligibility Ratio (100%)	\$469,597.00

US 83 - GUADALUPE/CHIHUAHUA UTILITY RELOCATIONS PROJECT  
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST  
 TXDOT - CITY OF LAREDO

5/11/09

ITEM	BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>TXDOT RELOCATIONS</b>						
1	5673 2001	Adjust manhole cover to finish grade	12	Ea.	@	\$1,000.00 = \$12,000.00
2	5678	16" PVC DR 14 C905	655	Lf.	@	\$110.00 = \$72,050.00
3	5673	12" PVC DR 14 C900	751	Lf.	@	\$88.00 = \$66,088.00
4	5673	8" PVC DR 14 C900	294	Lf.	@	\$76.00 = \$22,344.00
5	5673	16" Butterfly Valve & Box	4	Ea.	@	\$1,500.00 = \$6,000.00
6	5673	12" Gate Valve & Box	2	Ea.	@	\$1,300.00 = \$2,600.00
7	5678	8" Gate Valve & Box	6	Ea.	@	\$1,000.00 = \$6,000.00
8	5678	6" Gate Valve & Box	1	Ea.	@	\$800.00 = \$800.00
9	5673	Adjust Gate Valve to grade	44	Ea.	@	\$500.00 = \$22,000.00
10	5673	24" Steel Casing inc. boring	163	Lf.	@	\$300.00 = \$48,900.00
11	5673	16" Steel Casing inc. boring	90	Lf.	@	\$220.00 = \$19,800.00
12	5673	Fire Hydrant inc. pipe, valve, pavement marker and fittings	5	Ea.	@	\$4,000.00 = \$20,000.00
	5678	Fire Hydrant removal	4	Ea.	@	\$1,000.00 = \$4,000.00
13	5678	45 Elbow for 16" PVC	0	Ea.	@	\$1,200.00 = \$0.00
14	5678	45 Elbow for 12" PVC	1	Ea.	@	\$800.00 = \$800.00
15	5678	45 Elbow for 8" PVC	4	Ea.	@	\$645.00 = \$2,580.00
	5678	90 Elbow for 12" PVC	1	Ea.	@	\$800.00 = \$800.00
	5678	90 Elbow for 8" PVC	3	Ea.	@	\$645.00 = \$1,935.00
16	5678	MJ Tee for 16" pipe	2	Ea.	@	\$2,000.00 = \$4,000.00
17	5678	MJ Cross 16" pipe	1	Ea.	@	\$2,000.00 = \$2,000.00
	5678	MJ Tee for 12" pipe	1	Ea.	@	\$1,600.00 = \$1,600.00
	5678	MJ Tee for 8" pipe	0	Ea.	@	\$1,200.00 = \$0.00
	5678	8" x 6" reducer	3	Ea.	@	\$800.00 = \$2,400.00
	5678	12" x 8" reducer	1	Ea.	@	\$1,000.00 = \$1,000.00
	5678	16" x 8" reducer	2	Ea.	@	\$1,200.00 = \$2,400.00
18	5678	16" dia. Plug	0	Ea.	@	\$1,000.00 = \$0.00
19	5678	12" dia. Plug	1	Ea.	@	\$850.00 = \$850.00
20	5678	8" dia. Plug	3	Ea.	@	\$750.00 = \$2,250.00
21	5678	6" dia. Plug	1	Ea.	@	\$645.00 = \$645.00
22	5678	Single Service Connection (3/4" - 1")	21	Ea.	@	\$1,000.00 = \$21,000.00
	5678	Double Service Connection (3/4" - 1")	1	Ea.	@	\$1,200.00 = \$1,200.00
23	5678	2" Dia. Service Connection Line	4	Ea.	@	\$1,500.00 = \$6,000.00
24	5678	Wet Connection	4	Ea.	@	\$2,000.00 = \$8,000.00
26	5678	Fiberglass Manhole ~ 0' to 8' depth 4' diameter	1	Ea.	@	\$5,000.00 = \$5,000.00
27	5678	Fiberglass Manhole ~16' to 20' depth 6' diameter	1	Ea.	@	\$10,000.00 = \$10,000.00
<b>TXDOT TOTAL =</b>						<b>\$377,042.00</b>

**HOURLY FEE ESTIMATE FOR PROPOSAL**  
 Summary of Manhours by Classification & Major Task Analysis  
 City of Laredo Water & Sewer Relocations for TXDOT US 83 - Guadalupe & Chihuahua Project

Deliverable	Description of Work or Task	QA/QC	Project Manager	Senior Engineer	Survey Field Crew	Civil(EIT) Engineer	CADD Tech II	CADD Tech. I	Clerical Admin.	Total Hours	Total Cost per Task	Total Cost Including Multiplier
		\$58.00/Hr	\$55.00/Hr	\$38.00/Hr	\$39.00/Hr	\$28.00/Hr	\$26.00/Hr	\$16.00/Hr	\$9.00/Hr			
LABOR COSTS												
1	Utility Relocations											
	A. Preliminary Engineering Assessment	4	52	60	0	0	84	88	8	296	\$9,036	\$33,494
	B. Preliminary Engineering Design	4	48	52	0	0	78	80	8	268	\$8,176	\$21,258
	C. Final Engineering Design	6	48	51	0	0	73	76	8	262	\$8,112	\$21,091
	D. Project Management and Coordination	2	16	2	0	0	4	8	3	35	\$1,331	\$3,461
	E. Project Closeout	2	15	2	0	0	4	10	8	28	\$1,408	\$3,661
	F. Surveying	2	8	10	32	0	12	8	4	76	\$2,660	\$6,916
	G. Agency and Utility Coordination	2	9	1	0	0	12	10	3	37	\$1,148	\$2,985
	H. Traffic Control Plan	2	5	3	0	0	24	24	6	64	\$1,567	\$4,074
	<b>Total</b>	24	202	181	32	0	289	304	48	1,066	\$33,438	\$86,939
	<b>TOTAL OF ALL ENGINEERING TASKS</b>	24	202	181	32	0	289	304	48	1,066	\$33,438	\$86,939
	Percent of Total Hours	2.25%	18.95%	16.98%	3.00%	0.00%	27.11%	28.52%	4.50%	100.00%		

Multiplier = 2.6000

Item Description	Quantity	Unit Cost	Total Cost
DIRECT COSTS			
I. Printing and Reproduction	1	\$5,500	\$5,500
II. Overnight Deliveries	1	\$0	\$0
III. Travel	1	\$0	\$0
IV. Photographs	1	\$116	\$116
V. Cellular Long Distance Telephone	1	\$0	\$0
VI. Miscellaneous Supplies	1	\$0	\$0
<b>Total Direct Costs</b>		\$5,616	\$5,616

Multiplier = 2.6000

Item Description	Total Cost
<b>PROJECT TOTALS</b>	
Total Fee including Multiplier	\$86,939
Direct Costs	\$5,616
Subconsultant	\$0
<b>TOTAL</b>	\$92,555

**COUNCIL COMMUNICATION**

<p><b>Date:</b> 07/06/09  Item #</p>	<p><b>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE</b> Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 29A, Ferraez Subdivision, located at 260 W. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District). The Planning and Zoning Commission has recommended approval of the zone change.</p> <p align="right">ZC-10-2009</p>
<p><b>Initiated by:</b> Lazaro Treviño</p>	<p><b>Staff source:</b> Keith Selman, Planning Director</p>
<p><b>Prior action:</b> On March 16, 2009, City Council voted to postpone the item time uncertain.</p>	
<p><b>BACKGROUND</b></p> <p><b>Council District:</b> V – Johnny Rendon</p> <p><b>Proposed use:</b> Used Car Dealership</p> <p><b>Site:</b> The site is occupied by J.J.’s Auto Sales.</p> <p><b>Warnings/Citations:</b> On July 14, 2008, the site received a warning for the following violations: operating a business of used cars (retail sale of used cars), auto body shop, auto paint shop, auto repair associated with retail sales, storing motor vehicles, and outside storage of paints and equipment in a B-1 zone. The site then received citations on July 29, November 6, and December 3 of 2008, and on January 6, 2009, for the same violations.</p> <p><b>Surrounding land uses:</b> To the north are single-family housing, Hillside Condominiums, and apartments. To the east lie Mendes Printing Company, Peter Pan photo studio, Petroleum Solutions, Incorporated, Fred Loya Insurance, Lutheran Social Services of the South, a nail salon, and a strip mall with the following businesses: ARTek hair salon, The Baby Avenue, etc. To the south are condominiums, manufactured housing units, R 6 Party Supply, single family homes, Pedraza apartments, another apartment complex, Iglesia La Vid, West Side Collision, and Calton Office Park. To the west are a vacant children’s amusement establishment, Fun Zone Amusement Center, and Carmona’s Mobile Homes.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as Retail/Office.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan identifies Calton Road as a Modified Major Arterial.</p> <p><b>Letters sent to surrounding property owners:</b> 13                      In Favor: 0                      Opposed: 0</p>	
<p><b>STAFF COMMENTS</b></p> <p>Staff supports the proposed zone change. A B-3 designation is in conformance with the Comprehensive Plan’s designation for this area as Retail/Office, and the proposed use would be compatible with existing commercial enterprises along Calton Road.</p>	
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in an 8 to 0 vote, recommended <b>approval</b> of the zone change.</p>	<p><b>STAFF RECOMMENDATION:</b> Staff <b>supports</b> the proposed zone change.</p>

## COUNCIL COMMUNICATION

### IMPACT ANALYSIS

**B-3 (Community Business District):** The purpose of the B-3 district is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

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

No, the land use pattern is mixed commercial in nature.

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

No. A B-4 district and a B-3 district are located within the same block as the site petitioning for amendment to the Zoning Ordinance (Map).

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

No, the uses allowed in the abutting B-4 district might negatively impact the mixed residential uses north and south of Calton Road more than the uses permitted for the proposed B-3 district. The site also only has access to Calton Road and not to Calle Ferraez, which services the residential area behind it.

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

No, the current zoning allows for sufficient commercial uses.

**ORDINANCE NO. 2009-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 29A, FERRAEZ SUBDIVISION, LOCATED AT 260 W. CALTON ROAD, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 29A, Ferraez Subdivision, located at 260 W. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 2009, and,

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

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

WHEREAS, the City Council has held a public hearing on July 6, 2009, 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 29A, Ferraez Subdivision, located at 260 W. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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RAUL G. SALINAS  
MAYOR

ATTEST:

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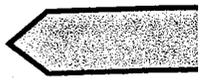
GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY



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BY: NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY



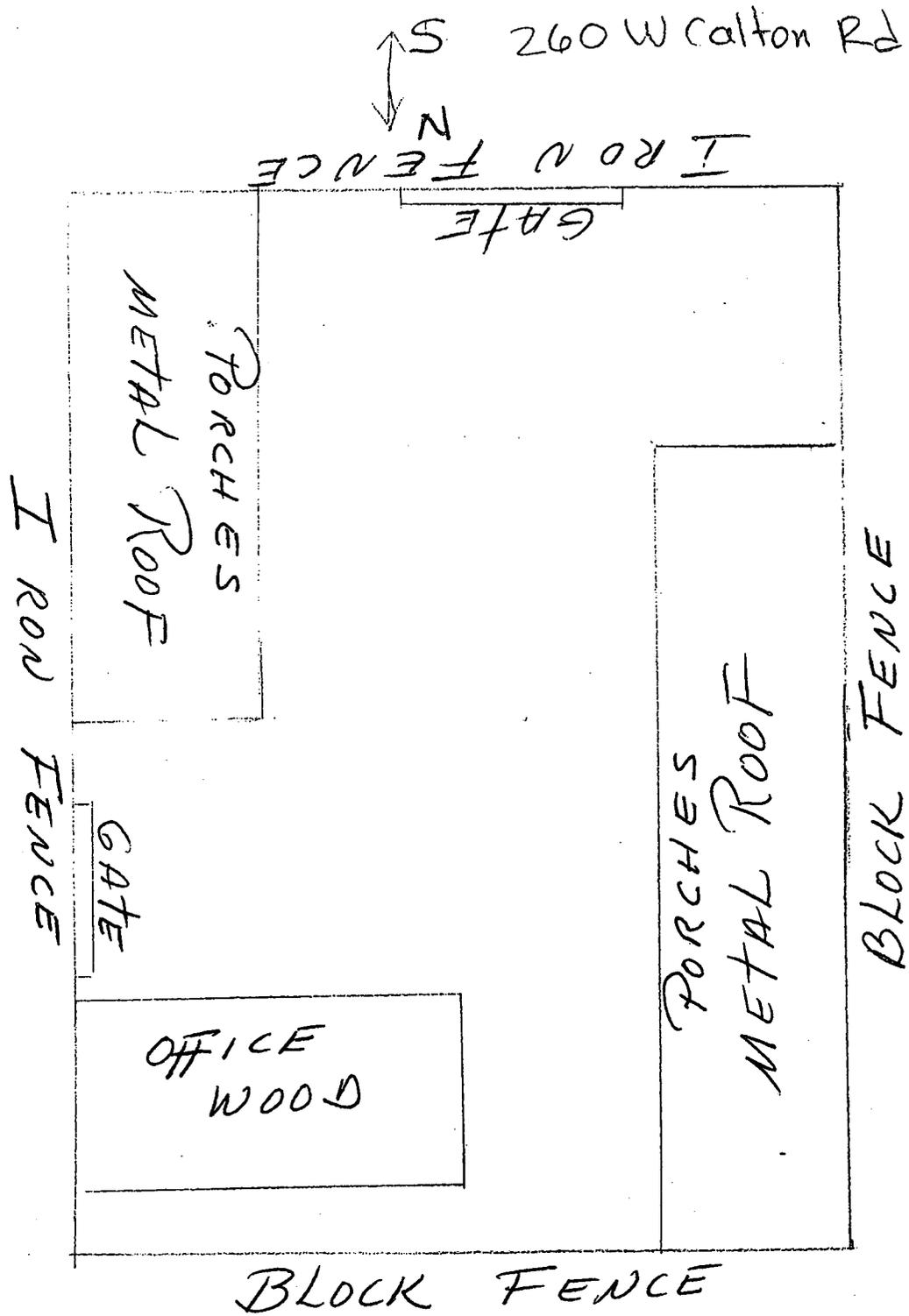
Rezoning from B-1 (Limited Commercial District) to B-3 (Community Business District)



1 inch equals 208 feet

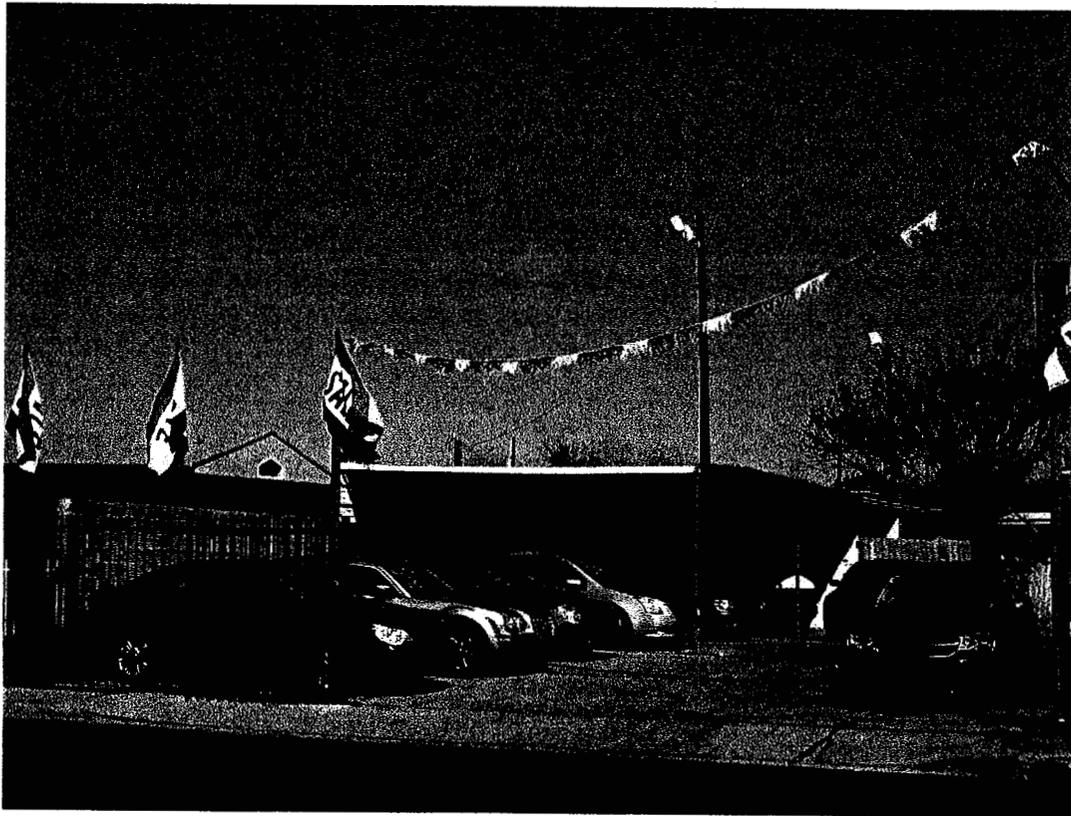
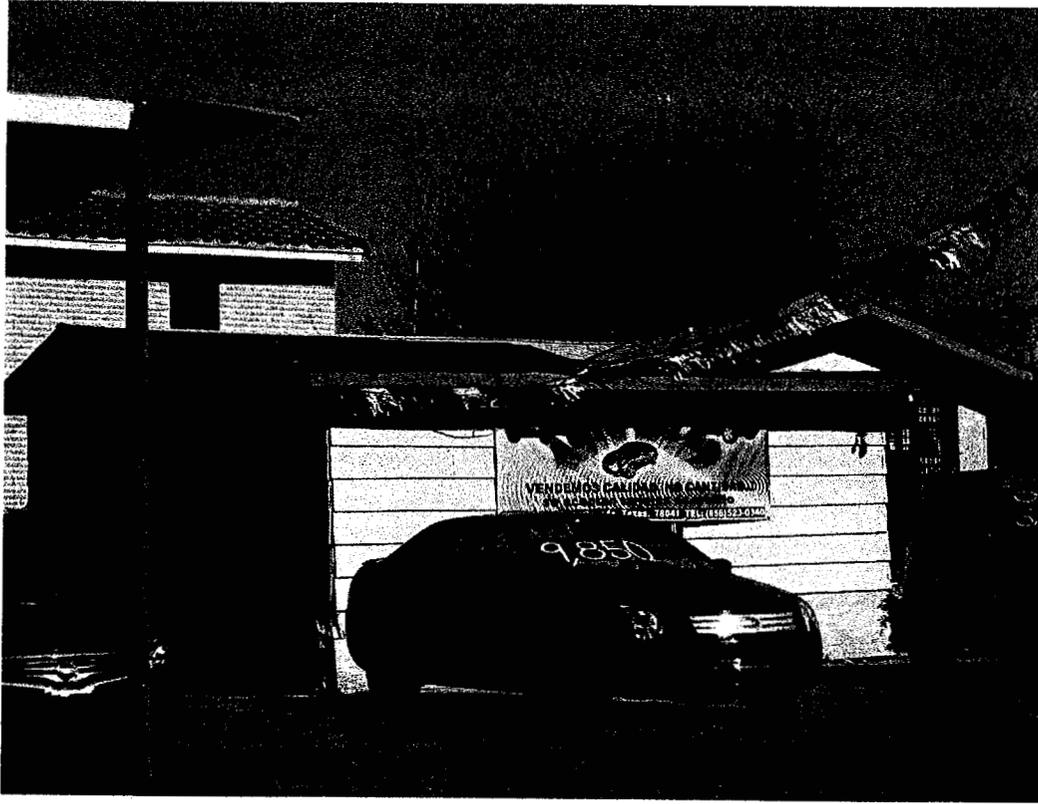
**ZONE DISTRICTS**

ZC-07-2009 Zone Districts



2 OPEN PORCHES 1,960 Sq. Ft.  
 ALL CONCRETE FLOOR 4,400 Sq. Ft.

260 West Calton Road  
ZC-10-09



260 West Calton Road  
ZC-10-09



**COUNCIL COMMUNICATION**

<b>Date:</b> 07/06/09  Item #	<b>SUBJECT:</b> PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Friends Association Subdivision, located at 9110 McPherson Road. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit.
	ZC-25-2009

<b>Initiated by:</b> Anil Gupta	<b>Staff source:</b> Keith Selman, Planning Director
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**Prior action:** City Council approved a zone change at this location from R-1 to B-3 on April 1, 1996 (96-O-047).

**BACKGROUND**

**Council District:** VI – Gene Belmares

**Proposed use:** Amusement Redemption Machines

**Site:** The site is occupied by a vacant children’s amusement establishment: the former Pizza Adventures.

**Surrounding land uses:** To the north are vacant land, Tuscany Apartments, and a strip mall with the following businesses: American Cancer Society, Swisher & Martin Realty, Laredo Stitch Galleria, Floral Art, Red Pack, In Detail Home Décor, 50 Star Nails & Spa, and West Wind Custom Homes. Another strip mall houses Liquor and Tobacco Shop, Aflac, and Pocket. To the east lie vacant land, Tori Pollo Asado, a vacant Uno’s Chicago Grill, O’Reilly Auto Parts, Family Dollar, Speedy Stop, and multi-family structures. To the south are Whataburger, Robert Martinez (Pediatrics), vacant land, We’ll Wash Coin Laundry, single family residences, and a strip mall with the following enterprises: Modulor, a karate studio, Cabinet & Granite Gallery Designs, Professional Skilled Services, a nail salon, Holy Smoke, vacant suite, and Domino’s. To the west is vacant land.

**Comprehensive Plan:** The Comprehensive Plan identifies this area as Retail/Office.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.

**Letters sent to surrounding property owners:** 13      In Favor: 0      Opposed: 2

**STAFF COMMENTS**

Staff supports the proposed Conditional Use Permit at this location and recommends the following provisions be attached to the issuance of a CUP.

**(Continued on next page)**

<b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P & Z Commission, in a 7 to 1 vote, recommended <b>approval</b> of the Conditional Use Permit.	<b>STAFF RECOMMENDATION:</b> Staff <b>supports</b> the Conditional Use Permit.
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## COUNCIL COMMUNICATION

### Staff Comments (cont.)

1. The C.U.P. shall be issued to Anil Gupta, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. The C.U.P. shall be issued for one year from date of issuance.

**ORDINANCE NO. 2009-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1, BLOCK 1, FRIENDS ASSOCIATION SUBDIVISION, LOCATED AT 9110 MCPHERSON ROAD; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Friends Association Subdivision, located at 9110 McPherson Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2009; 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 July 6, 2009, 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 an amusement redemption machine establishment on Lot 1, Block 1, Friends Association Subdivision, located at 9110 McPherson Road.

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

1. The C.U.P. shall be issued to Anil Gupta, and is nontransferable.

2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. The C.U.P. shall be issued for one year from date of issuance.

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

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

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

#### 1. Criteria

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

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

#### 2. Procedures

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

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into

compliance with the current City Council approved Conditional Use Permit for that location.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

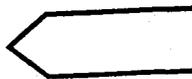
\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

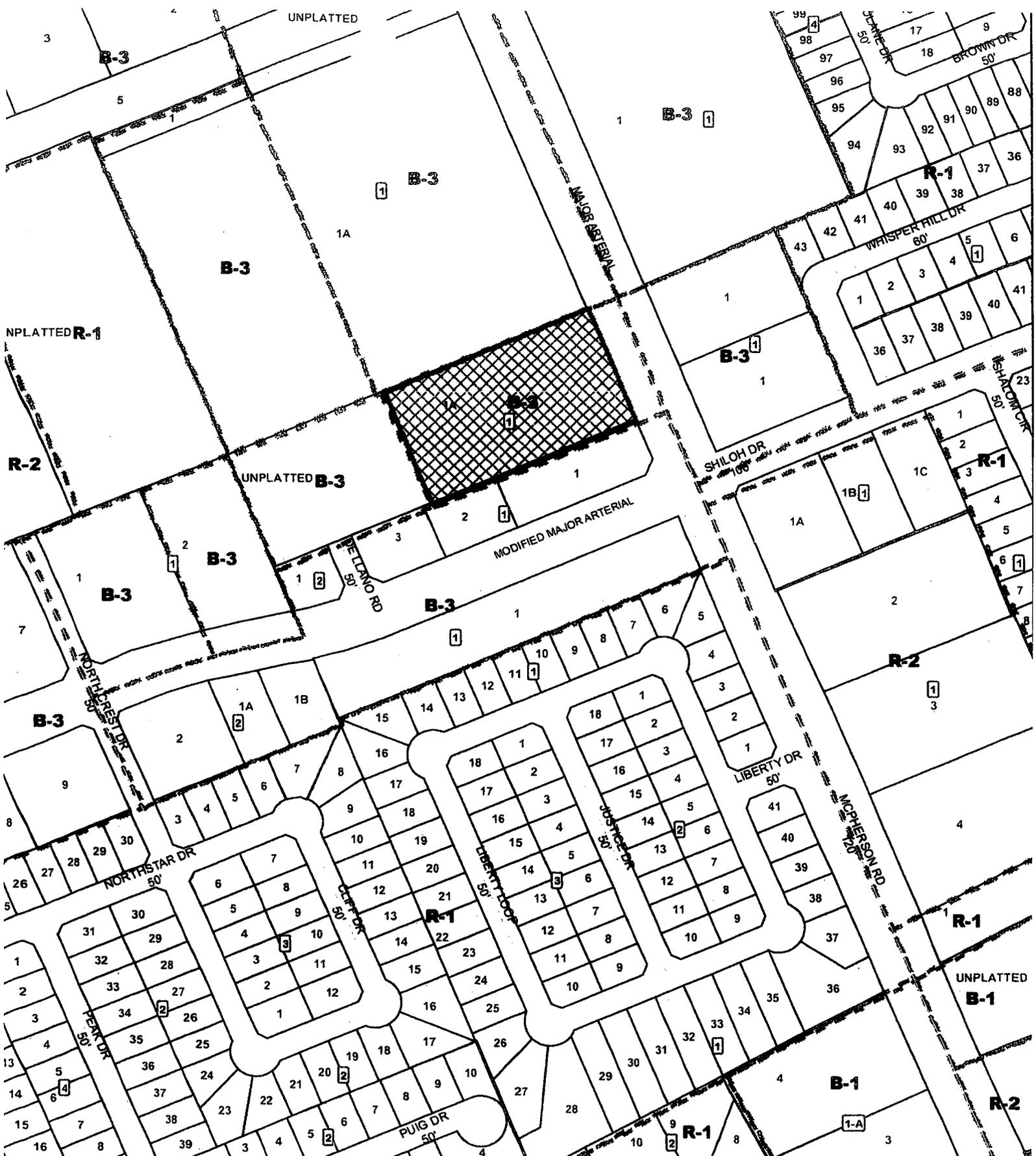
ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

  
\_\_\_\_\_  
BY: NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY





**ZONE DISTRICTS**

 ZC-25-2009  Zone Districts



1 inch equals 251 feet  
 City of Laredo Planning Dept &  
 Building Dev Services - GIS Division

June 1, 2009

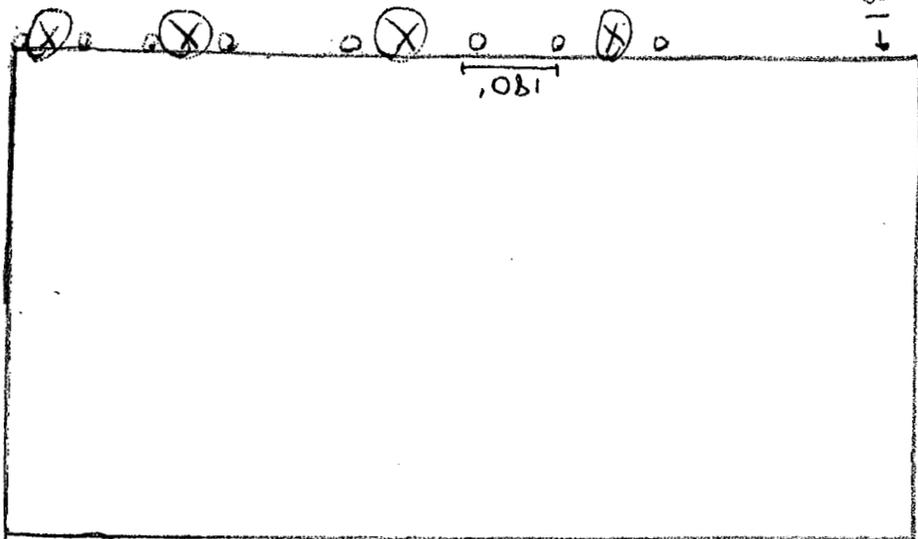
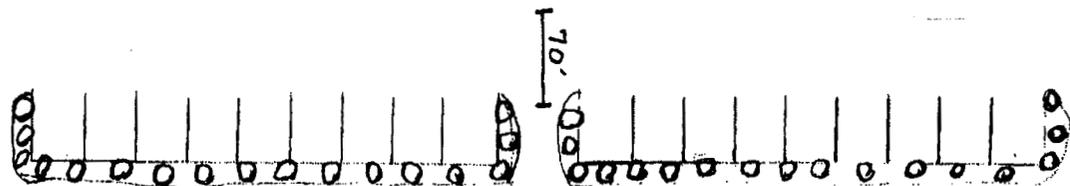
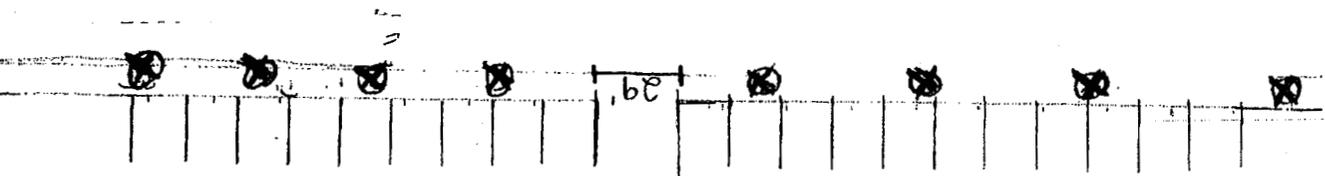
I Anil Gupta, request a Conditional Use Permit for amusement redemption machine on 9110 McPherson Road. The hours of operations would be daily from 11:00am-2:00am.

Should you have any question, please don't hesitate to call me at 956-791-9456.

Sincerely,

Anil Gupta

Exhibit "A"



5

160

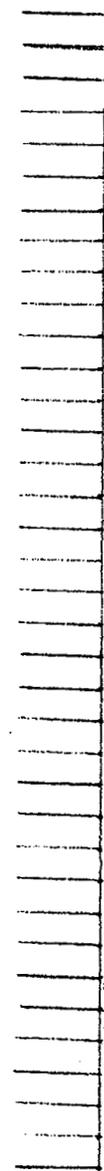
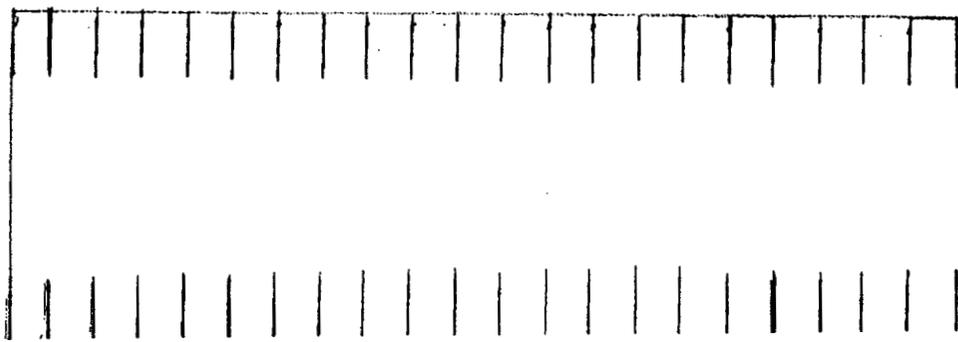
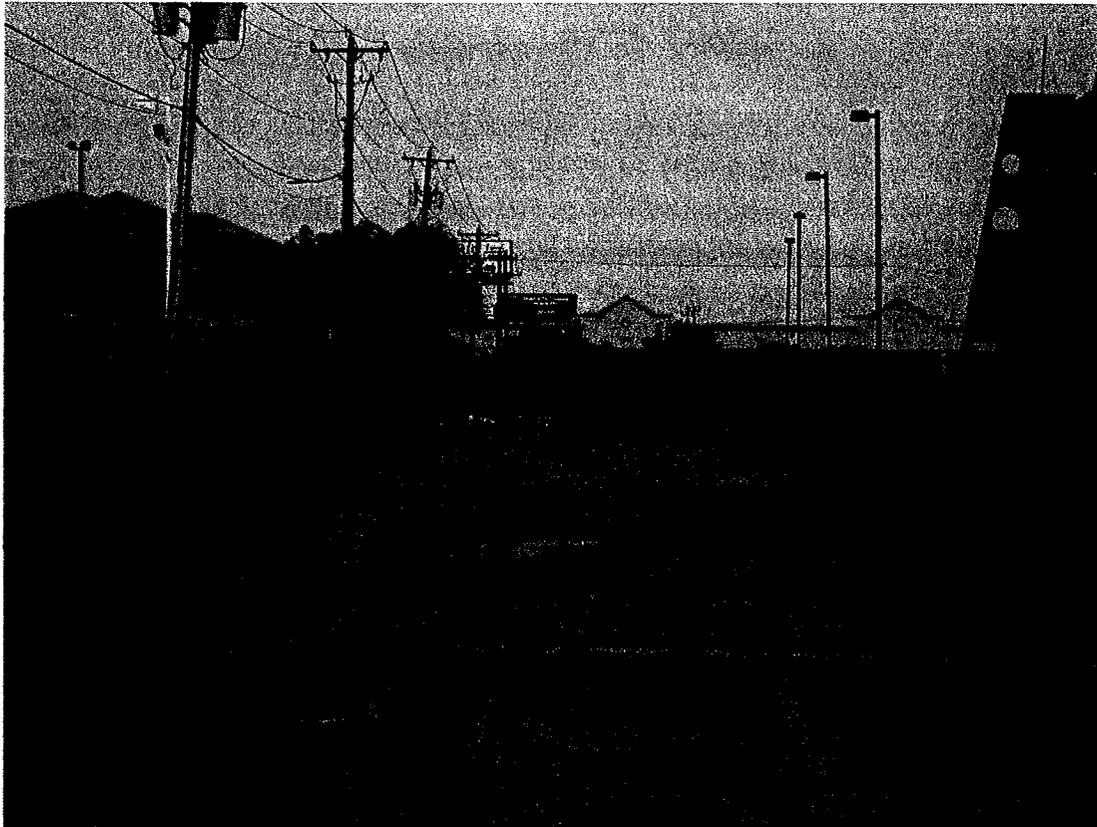


Exhibit "B"

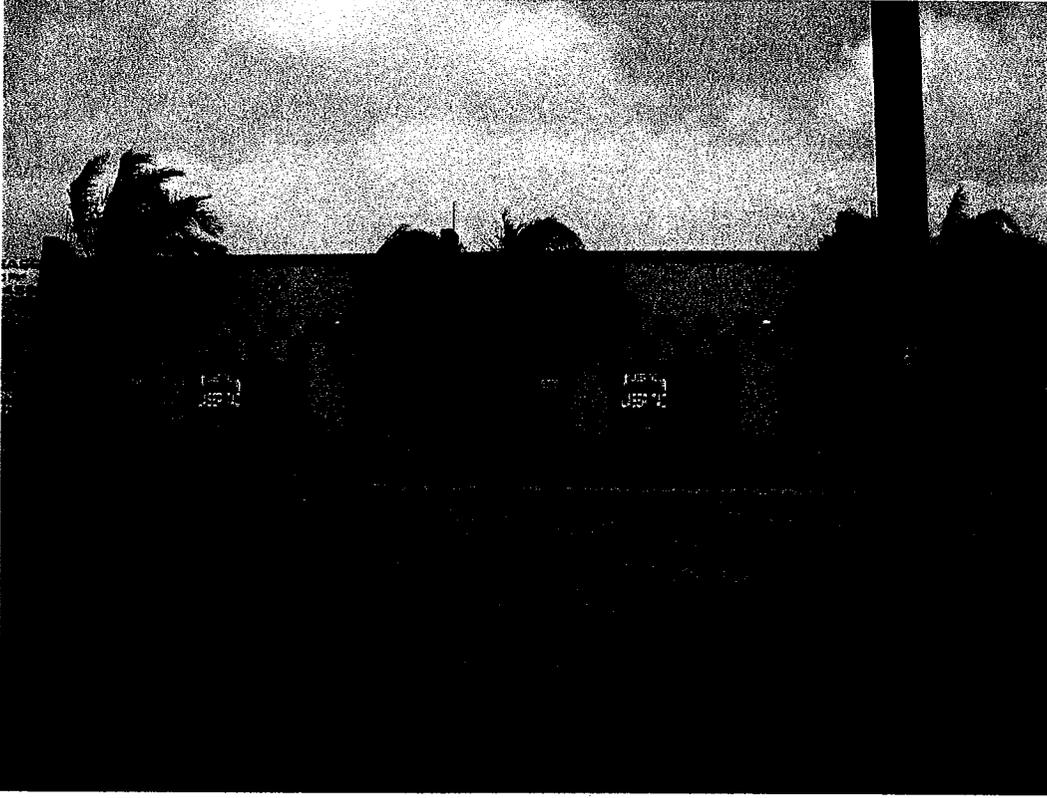
9110 McPherson Road  
ZC-25-09



9110 McPherson Road  
ZC-25-09



9110 McPherson Road  
ZC-25-09



9110 McPherson Road  
ZC-25-09



## COUNCIL COMMUNICATION

<b>Date:</b> 07/06/09  <b>Item #</b>	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE</b> Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for accessory parking on Lot 13, Block 6, Indian Sunset Subdivision Phase 11, located at 12921 Mohawk Drive. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit with a six month expiration date.		ZC-11-2009
<b>Initiated by:</b> Abraham Villezcas		<b>Staff source:</b> Keith Selman, Planning Director	
<b>Prior action:</b> This item was postponed by City Council on April 20, 2009, and May 4, 2009, due to notification issues. On May 18, 2009, City Council voted to postpone the item due to absence of District VII representative.			
<b>BACKGROUND</b> <p><b>Council District:</b> VII – Jose A. Valdez</p> <p><b>Proposed use:</b> Accessory Parking</p> <p><b>Site:</b> The site is occupied by a single-family residential structure.</p> <p><b>Surrounding land uses:</b> To the north, south, east, and west is primarily single-family residential housing.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as Low Density Residential.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan does not identify Mohawk Drive.</p> <p><b>Letters sent to surrounding property owners:</b> 40                      In Favor: 2                      Opposed: 1</p>			
<b>STAFF COMMENTS</b>  <p>Issuance of a Conditional Use Permit is inappropriate at this location. Accessory parking is not consistent with the Comprehensive Plan’s designation for this area as Low Density Residential. Any introduction of a business use will alter the character of the neighborhood.</p> <p>Staff is not in support of a Conditional Use Permit; however, should the Commission be inclined to consider recommending the approval of a CUP, staff offers the following conditions for consideration:</p>			
<b>(Continued on Next Page)</b>			
<b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P & Z Commission, in a 6 to 2 vote, recommended <b>approval</b> of the Conditional Use Permit.		<b>STAFF RECOMMENDATION:</b> Staff <b>does not support</b> the proposed Conditional Use Permit.	

## COUNCIL COMMUNICATION

### Staff Comments (cont.)

1. The C.U.P. shall be issued to Abraham and Olga Villezcas, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Only two boxed vehicles and one F-350 will be allowed to park as accessory parking.
7. The C.U.P. is valid for six months from issuance date. \*

**\* Added by P & Z Commission**

**ORDINANCE NO. 2009-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR ACCESSORY PARKING ON LOT 13, BLOCK 6, INDIAN SUNSET SUBDIVISION, PHASE 11, LOCATED AT 12921 MOHAWK DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for accessory parking on Lot 13, Block 6, Indian Sunset Subdivision, Phase 11, located at 12921 Mohawk Drive; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2009; 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 July 6, 2009, 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 accessory parking on Lot 13, Block 6, Indian Sunset Subdivision, Phase 11, located at 12921 Mohawk Drive.

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

1. The C.U.P. shall be issued to Abraham and Olga Villezcas, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Only two boxed vehicles and one F-350 will be allowed to park as accessory 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 \_\_\_\_\_, 2009.

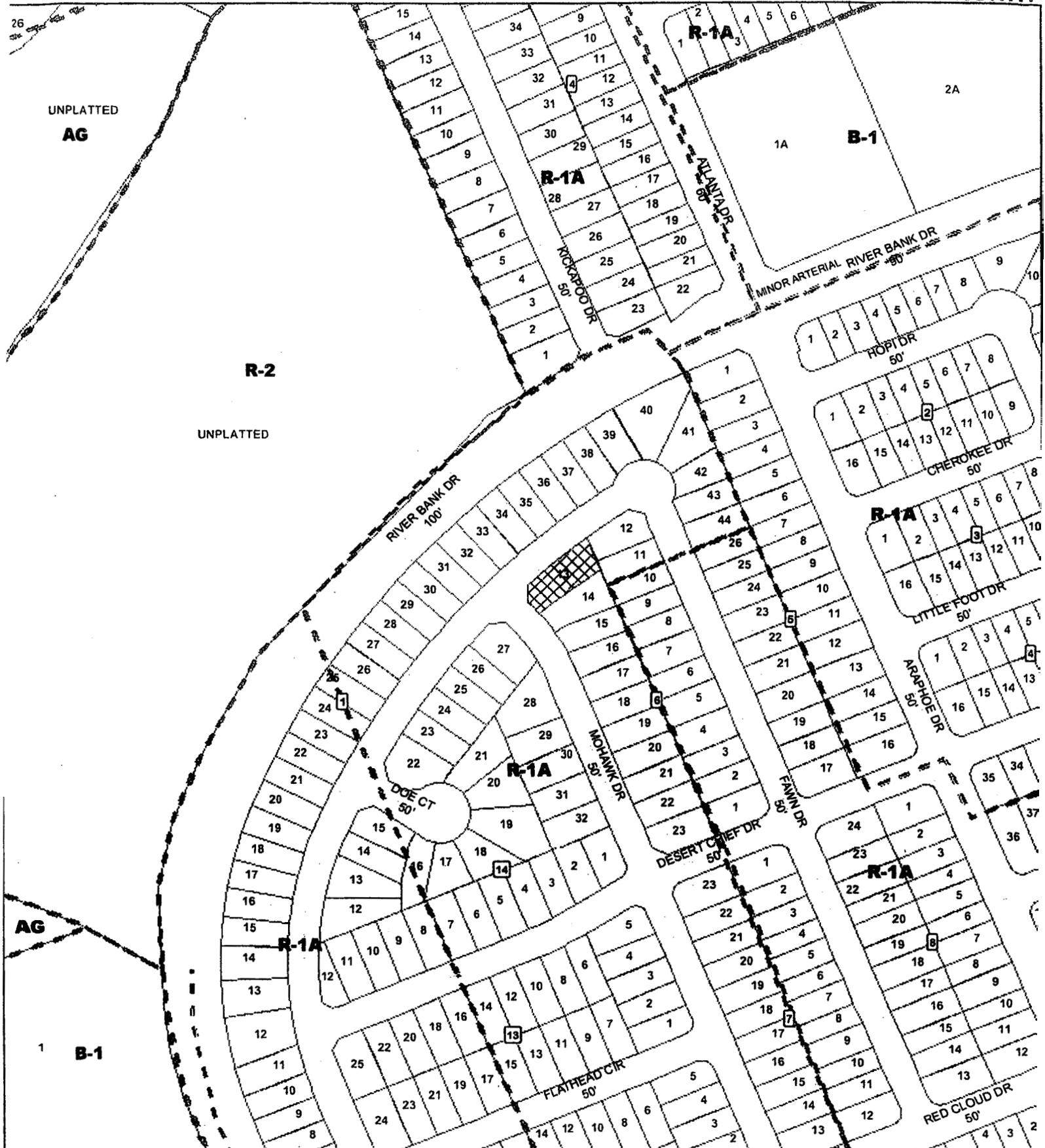
\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

  
\_\_\_\_\_  
BY: NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY



1 inch equals 213 feet

**ZONE DISTRICTS**

 ZC-11-2009
  Zone Districts

Feb 19, 2009

Zoning & Planning Dept.  
1120 San Bernando St.  
Laredo, Tx. 78040  
(956) 794-1625

To Whom It May Concern:

My name is Abraham Villezcas. I reside in 12921 Mohawk Dr. in Laredo, Tx. I was recently fined for having my business trucks parked in my property. I was asked to write this letter to your office of Zoning and Planning department to explain the reason I need to be permitted to park my trucks.

The main reason being that I own a small home business and have no other location to park my business trucks. My trucks used to be left at my client's yards, but the work volume decreased recently and I was left with no other alternative than to have them in my property. I was told when I bought this property that there wore no zoning restrictions that would prohibit me from running my business or parking my trucks. My business is a mobile service and I do all my work at the client's address. I do not work within my property; I use it to provide an office address and to store my trucks safely at night. I have talked to my neighbors and have asked if I have caused any inconvenience with my trucks and they have no complains. I hope that you find my reasons to be just and you allow me to keep my trucks in my property.

Thank you,



Abraham Villezcas  
12921 Mohawk Dr.  
Laredo, TX. 78045  
(956) 729-8318  
(956) 744-5074

Exhibit "A"



12921 Mohawk Drive  
ZC-11-09



12921 Mohawk Drive  
ZC-11-09



## COUNCIL COMMUNICATION

<p><b>Date:</b> 07/06/09</p> <p><b>Item #</b></p>	<p><b>SUBJECT:</b> PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lots 9-12, Block 1, Vista Hermosa Subdivision, Unit III, and Lots 13A and 14A, Block 1, Vista Hermosa Subdivision, Unit IV, located at 5517 McPherson Road, Suites #18 and 19. The Planning and Zoning Commission has recommended approval of the Conditional Use Permit with the limitation of forty amusement redemption machines to allow for the permit to comply with the parking ordinance.</p> <p style="text-align: right;">ZC-26-2009</p>
<p><b>Initiated by:</b> Daniel Sarmiento</p>	<p><b>Staff source:</b> Keith Selman, Planning Director</p>
<p><b>Prior action:</b> None.</p>	
<p><b>BACKGROUND</b></p> <p><b>Council District:</b> V – Johnny Rendon</p> <p><b>Proposed use:</b> Amusement Redemption Machines</p> <p><b>Site:</b> The site is occupied by a commercial structure with the following enterprises: Yukon Restaurant, Gauntlet Game Lounge, Cakes By Design, Tequila Rock, F Bar, Discount Uniform, Pro Nails, and Joe Nieto’s office.</p> <p><b>Surrounding land uses:</b> To the north are Virlar Auto Body Parts and Auto Glass, single family housing, a vacant lot, and McPherson Plaza, a strip mall with the following businesses: REM Electronics, Skin Deep Laser, Dr. Dagoberto Gonzalez Jasso, M.D., Laredo Border Plex, www.area-wide.com, Laredo Insurance Agency, and Progressive. To the east lie single family housing and UISD Newman Elementary. To the south are E Martini and Wine Bar, La Estancia, Buckets Sports Grill, Sonic, EZ Pawn, and multi-family structures. To the west are the Mission Viejo Condos and the Hillside Recreation Center.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as Retail/Office.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.</p> <p><b>Letters sent to surrounding property owners:</b> 28                      In Favor: 2                      Opposed: 1</p>	
<p><b>STAFF COMMENTS</b></p> <p>Staff supports the proposed Conditional Use Permit at this location and recommends the following provisions be attached to the issuance of a CUP.</p> <p style="text-align: right;"><b>(Continued on next page)</b></p>	
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in a 7 to 0 vote, recommended <b>approval</b> of the amendment to the Conditional Use Permit.</p>	<p><b>STAFF RECOMMENDATION:</b> Staff <b>supports</b> the Conditional Use Permit.</p>

## COUNCIL COMMUNICATION

### Staff Comments (cont.)

1. The C.U.P. shall be issued to Daniel Sarmiento and VIP Amusement Center, LLC, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. The C.U.P. shall be issued for one year from date of issuance.
- 10. The C.U.P. shall allow for forty amusement redemption machines only. \***

**\*Added by P&Z Commission**

**ORDINANCE NO. 2009-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOTS 9-12, BLOCK 1, VISTA HERMOSA SUBDIVISION, UNIT III, AND LOTS 13A AND 14A, BLOCK 1, VISTA HERMOSA SUBDIVISION, UNIT IV, LOCATED AT 5517 MCPHERSON ROAD, SUITES #18 AND 19; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lots 9-12, Block 1, Vista Hermosa Subdivision, Unit III, and Lots 13A and 14A, Block 1, Vista Hermosa Subdivision, Unit IV, located at 5517 McPherson Road, Suites #18 and 19; 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 4, 2009; 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 July 6, 2009, 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 an amusement redemption machine establishment on Lots 9-12, Block 1, Vista Hermosa Subdivision, Unit III, and Lots 13A and 14A, Block 1, Vista Hermosa Subdivision, Unit IV, located at 5517 McPherson Road, Suites #18 and 19.

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

1. The C.U.P. shall be issued to Daniel Sarmiento and VIP Amusement Center, LLC, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. The C.U.P. shall be issued for one year from date of issuance.

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

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

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

#### 1. Criteria

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

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

#### 2. Procedures

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

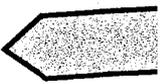
\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

  
\_\_\_\_\_  
BY: NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY





ZC-26-2009



**ZONE DISTRICTS**

ZC-26-2009 Zone Districts

1 inch equals 201 feet  
City of Laredo Planning Dept &  
Building Dev Services - GIS Division

In Reference to the property located on 5517 McPherson Rd. Units 18-20 (West Village Center)

The proposed use for the conditional use permit would be an amusement redemption machine establishment. This establishment would operate from 11 a.m. to 2 a.m. seven days a week. In addition, it would create about 10 to 15 new jobs that would include a manager, operating staff, security guards, and cleaning personnel. It would serve lunch and dinner at certain hours and provide snacks and soft drinks during operating hours. Lunch and dinner entrees would be ordered from local restaurants and/or caterers. The amusement establishment would provide entertainment for our community in a safe environment while bringing revenues to the City of Laredo.

1.1.1 "A"

## Daniel Sarmiento

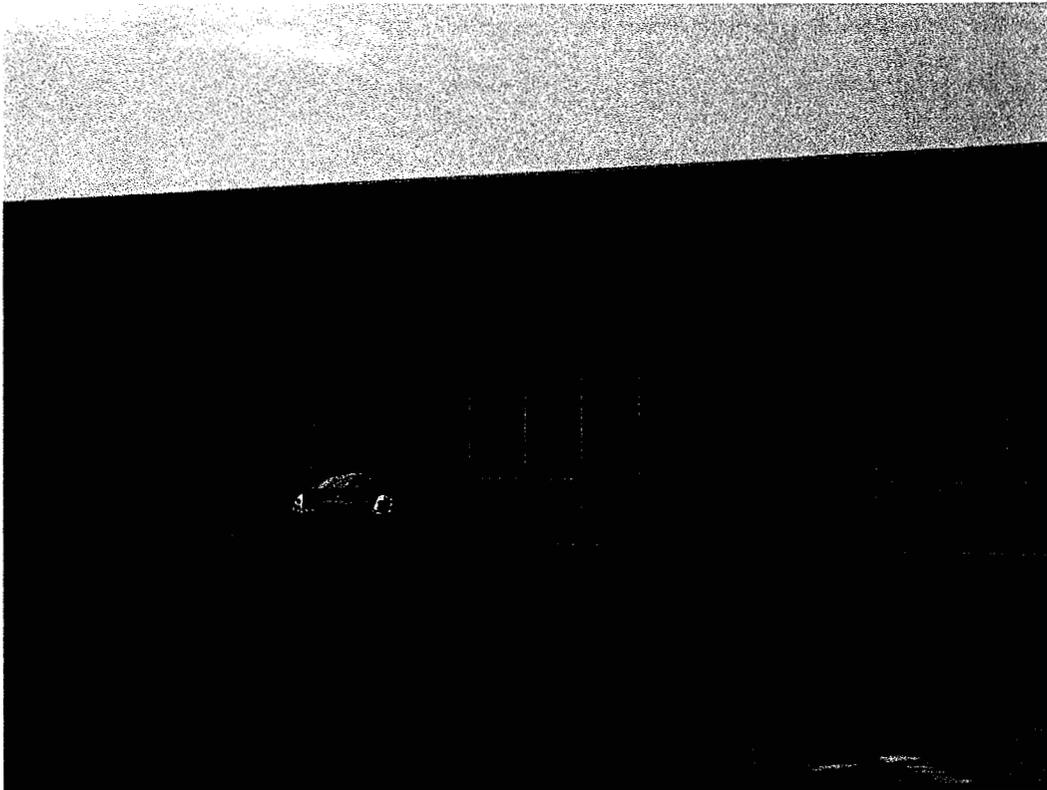
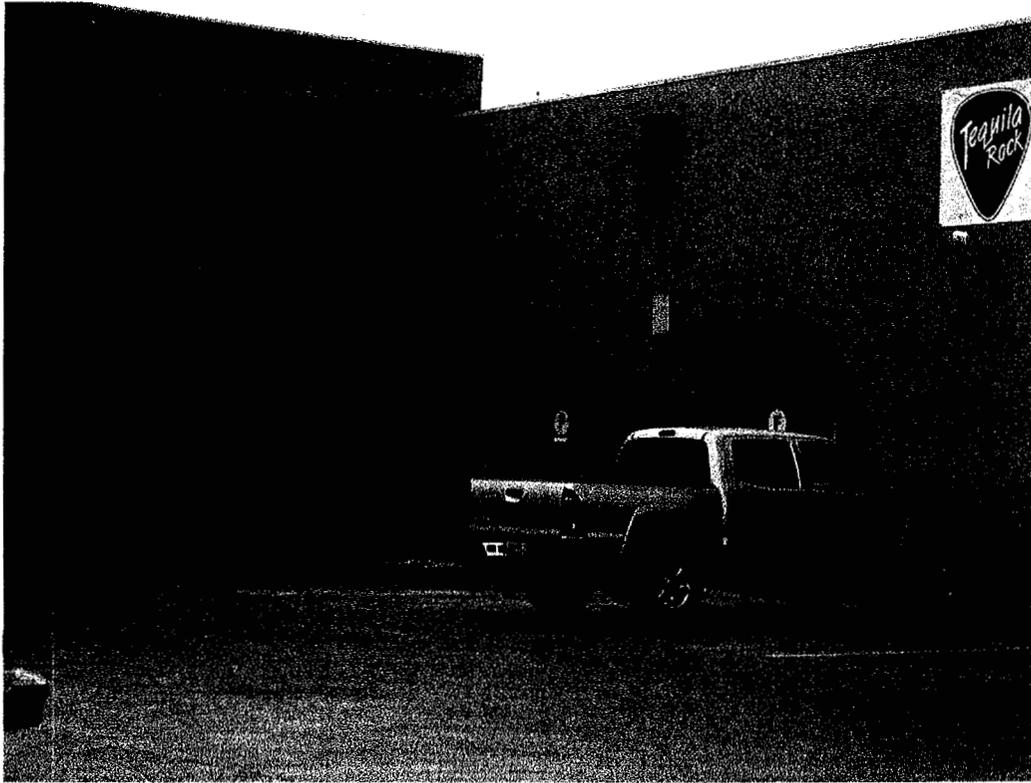
In Reference to the property located on 5517 McPherson Rd. Units 18-20 (West Village Center)

The proposed used for the conditional use permit would be an amusement redemption machine establishment that would consist of 40 machines.

Exhibit "A" (cont.)



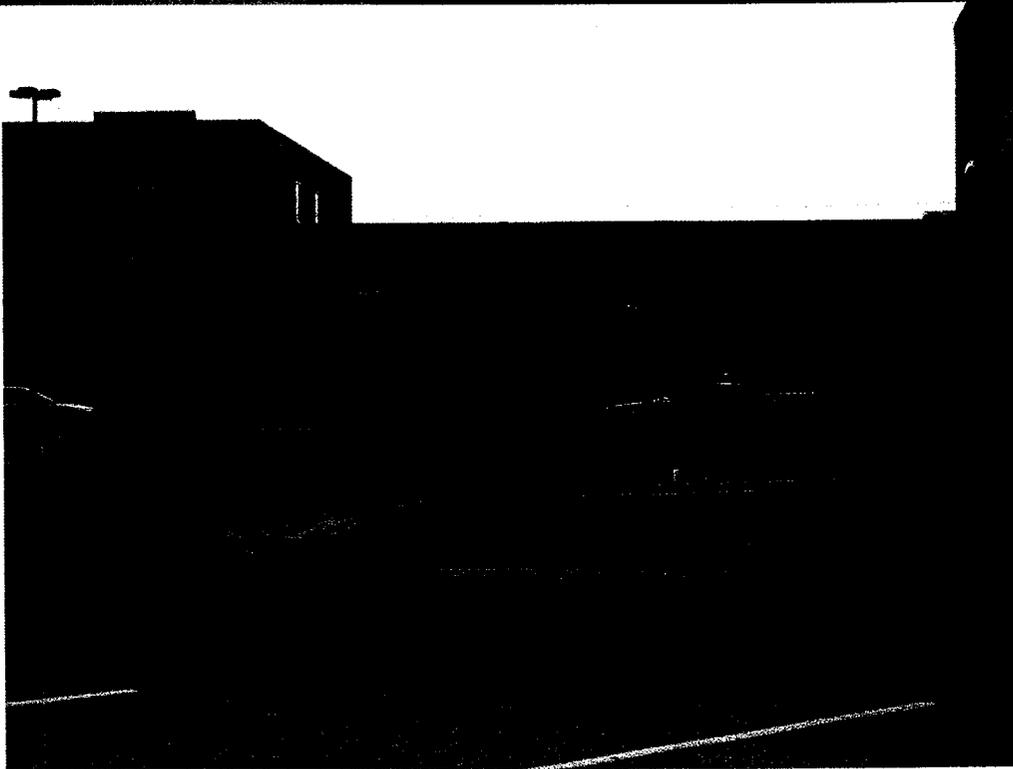
5517 McPherson Road, Suites #18,19, & 20  
ZC-26-09



5517 McPherson Road, Suites #18,19, & 20  
ZC-26-09



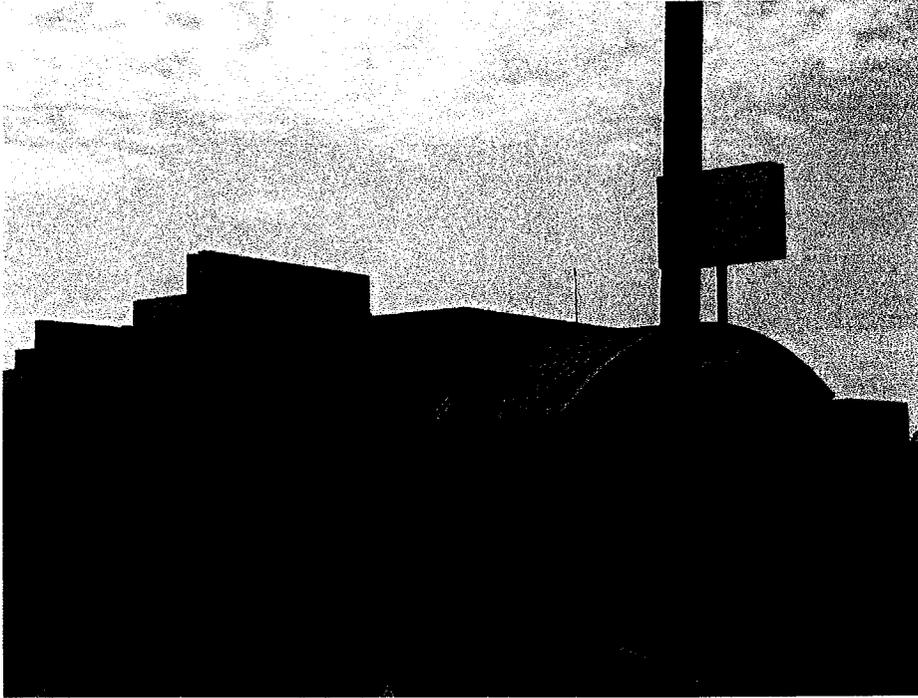
5517 McPherson Road, Suites #18,19, & 20  
ZC-26-09



5517 McPherson Road, Suites #18,19, & 20  
ZC-26-09



5517 McPherson Road, Suites #18,19, & 20  
ZC-26-09



**COUNCIL COMMUNICATION**

<p><b>Date:</b> 07/06/09</p> <p>Item #</p>	<p><b>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE</b> Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District). The Planning and Zoning Commission has recommended denial of the zone change.</p> <p align="right">ZC-24-2009</p>
<p><b>Initiated by:</b> Ramona Diaz Villegas</p>	<p><b>Staff source:</b> Keith Selman, Planning Director</p>
<p><b>Prior action:</b> None.</p>	
<p><b>BACKGROUND</b></p> <p><b>Council District:</b> VIII – Cynthia Liendo Espinoza</p> <p><b>Proposed use:</b> Commercial</p> <p><b>Site:</b> The site is occupied by a vacant restaurant.</p> <p><b>Surrounding land uses:</b> To the north are single-family housing, vacant lots, Las Babies Drive-Thru, Mergent Haler Printing, two manufactured housing units, and a mini grocery store. To the east lie single family residences, Pomar Electronics, a vacant commercial structure, and a barbershop. To the south are a duplex, single family housing, a shoe shop, a vacant lot used for parking, and McDonnel Elementary School. To the west lie Holy Redeemer School and a vacant intuitional building.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as Low Density Residential.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan does not identify this section of Santa Maria Avenue.</p> <p><b>Letters sent to surrounding property owners:</b> 29                      In Favor: 1                      Opposed: 2</p>	
<p><b>STAFF COMMENTS</b></p> <p>Staff does not support the proposed zone change. The site is located in a predominantly Mixed Residential District and does not comply with the Comprehensive Plan’s designation of this area as Low Density Residential. Furthermore, the site cannot meet parking requirements outlined for many businesses permitted in a B-1 (Limited Commercial District).</p>	
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in a 6 to 1 vote, recommended <b><u>denial</u></b> of the zone change.</p>	<p><b>STAFF RECOMMENDATION:</b> Staff <b><u>does not support</u></b> the proposed zone change.</p>

## COUNCIL COMMUNICATION

### IMPACT ANALYSIS

**B-1 (Limited Commercial District):** The purpose of the B-1 district is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

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

Yes, the established land use pattern is mixed residential in nature.

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

Yes, the site is surrounded by a defined R-3 district.

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

Yes, the neighborhood may be negatively impacted by the higher intense uses a B-1 district permits.

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

Yes, the current district only allows for mixed residential uses.

**ORDINANCE NO. 2009-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 12, BLOCK 304, WESTERN DIVISION, LOCATED AT 1620 SANTA MARIA AVENUE, 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 Lot 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, 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 May 21, 2009, 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 July 6, 2009, 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 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, 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 \_\_\_\_\_, 2009.

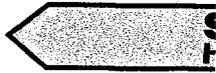
\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

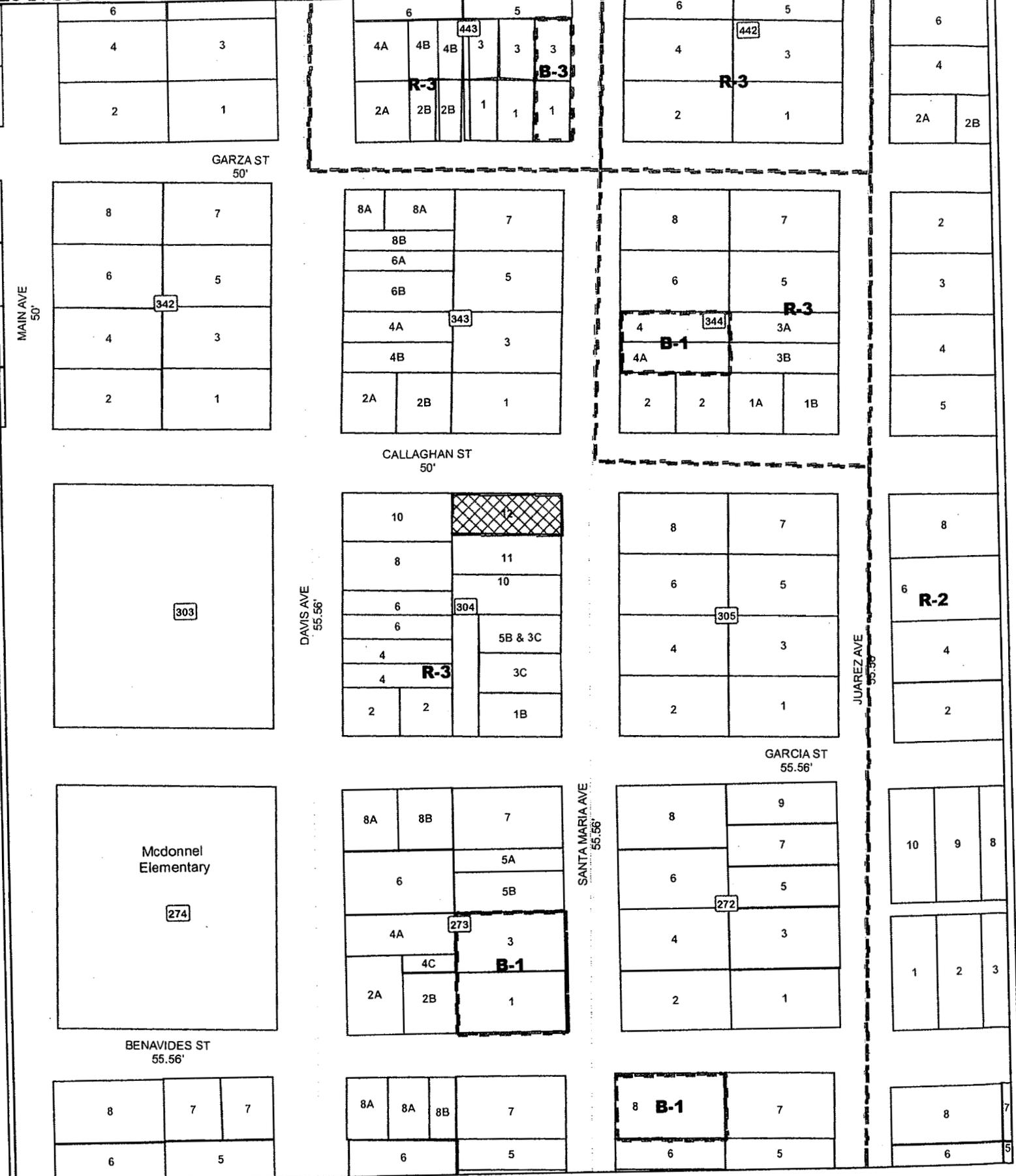
  
\_\_\_\_\_  
BY: NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY



Re e from R-3 (Mixed Residential Dis )  
to B-1 (Limited Commercial District)



ZC-24-2009

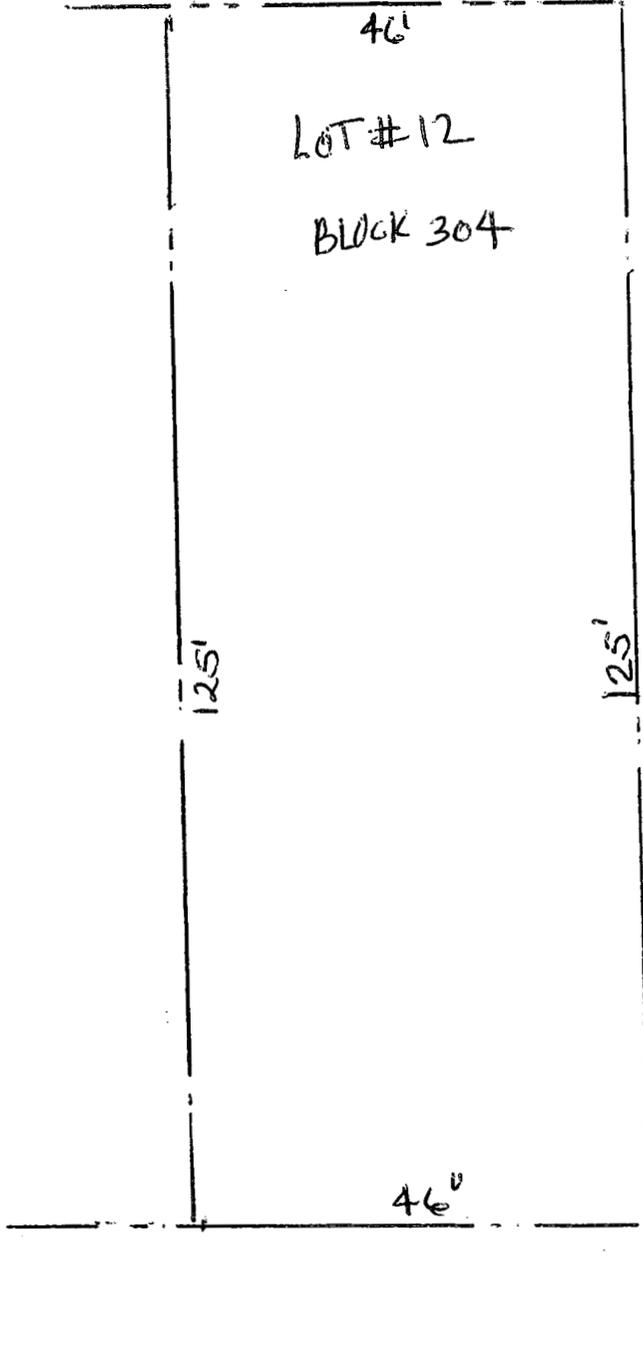


**ZONE DISTRICTS**

ZC-24-2009 Zone Districts

1 inch equals 143 feet  
City of Laredo Planning Dept &  
Building Dev Services - GIS Division

CALLAGHAN



STA MARIA AVE

1620 Santa Maria Avenue  
ZC-24-09



1620 Santa Maria Avenue  
ZC-24-09



**COUNCIL COMMUNICATION**

<b>DATE:</b>  7/6/09	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b>  AUTHORIZING THE CITY MANAGER TO UPDATE THE CITY'S FOREIGN TRADE ZONE NO. 94 FEE SCHEDULE APPLICABLE TO LAREDO'S FOREIGN TRADE ZONE OPERATORS BY DESIGNATING AN INITIAL ACTIVATION FEE OF A MINIMUM OF \$2,000.00 AND AT NO TIME EXCEED \$10,000.00 (RATE CALCULATED AT \$.04 PER SQUARE FOOT), DESIGNATING THE ANNUAL FEE AT A MINIMUM OF \$2,000.00 AND AT NO TIME EXCEED \$10,000.00 (RATE TO BE CALCULATED AT \$.05 PER SQUARE FOOT) AND AN ACTIVITY FEE OF \$5.00 AS DEFINED BY THE FOLLOWING U.S. CUSTOMS FORMS: CF 214, CF 216, CF 7501, CF 3461, CF 368, RELEASE UNDER SEC. 321, CF 7512, CF 6043 AND ANY AMENDMENT OF ANY OF THE ABOVE TRANSACTIONS. THIS FEE SCHEDULE SHALL BECOME EFFECTIVE OCTOBER 1, 2009 THRU SEPTEMBER 30, 2014.
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<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Jose L. Flores, Airport Manager
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**PREVIOUS ACTION:** This item previously submitted as Introductory Ordinance on the meeting of June 1, 2009.

**BACKGROUND:**

At present, Laredo has 7 approved Foreign-Trade Zone sites which include (1) Laredo International Airport, (2) Proposed Tex-Mex Railroad Switching Yard, (3) Killam Industrial park, (4) Laredo Northwest adjacent to the Solidarity Bridge, (5) La Barranca Ranch on Interstate 35, (6) Unitec Industrial Park and (7) Embarcadero Industrial Park. Within these parks are seventeen (17) companies which are activated/authorized to conduct foreign-trade zone operations.

The FTZ schedule was implemented in 1998 and has not been revised/increased to account for inflation. The current FTZ Operator agreements will expire on September 30, 2009 and new FTZ Operator Agreements are proposed with an effective date of October 1, 2009 to September 30, 2014.

Following is the proposed Fee schedule:

**Existing**

- Activation Fee \$0.04/square foot of activated space with a minimum of \$500.00 and a maximum of \$5,000.00
- Annual Fee \$.03/square foot of activated space (no minimum or maximum)
- Transaction Fee \$2.00

**Proposed**

- Activation Fee \$0.04/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00
- Annual Fee \$.05/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00
- Transaction Fee \$5.00

**The following Cities current FTZ fee schedule is as follows:**

**FTZ No. 196 Alliance Operating Service/Dallas, Fort Worth TX**

Annual Fee \$18,000.00 per year, plus;  
\$45 per transaction, \$12/pp;  
plus \$29 per hour for supervision.

**FTZ No. 62 Brownsville Navigation District, Brownsville, TX**

Annual fee for Operators and Subzone \$5,000.00

All other tenants pay :

\$0.10 per square foot per month or \$0.10 per 100 barrels per month or \$800 per acre per year

**FTZ No. 122 Port of Corpus Christi, TX**

Annual Fee \$3,000 (minimum) for users

If over 301+ transaction user is charged \$10 per transaction

Annual fee for other categories below:

Refinery subzones \$35,000

Manufacturing subzones \$35,000

Warehouse subzones \$5,000

General Purpose site operators \$5,000

**FTZ No. 12 McAllen, TX (Contract Operator)**

\$2.00 per transaction

Plus \$20/hour for supervision or inspection

\$.081 per square foot of active zone space at Operator's warehouse (includes warehouse services, zone documentation preparation, 24 hour security), users can have own warehouse

**FINANCIAL:** Current estimated projections are \$52,000.00 per year.

\$4,000.00 minimum per operator (13 current operators)

**COMMITTEE RECOMMENDATION:**

The Airport Advisory Committee approved this item on June 16, 2006.

**STAFF RECOMMENDATION:**

Staff recommends approval

**ORDINANCE NO.**

**CONSIDER A RECOMMENDATION TO MAYOR AND CITY AND AUTHORIZING THE CITY MANAGER TO UPDATE THE CITY'S FOREIGN TRADE ZONE NO. 94 FEE SCHEDULE APPLICABLE TO LAREDO'S FOREIGN TRADE ZONE OPERATORS BY DESIGNATING AN INITIAL ACTIVATION FEE OF A MINIMUM OF \$2,000.00 AND AT NO TIME EXCEED \$10,000.00 (RATE CALCULATED AT \$.04 PER SQUARE FOOT), DESIGNATING THE ANNUAL FEE AT A MINIMUM OF \$2,000.00 AND AT NO TIME EXCEED \$10,000.00 (RATE TO BE CALCULATED AT \$.05 PER SQUARE FOOT) AND AN ACTIVITY FEE OF \$5.00 AS DEFINED BY THE FOLLOWING U.S. CUSTOMS FORMS: CF 214, CF 216, CF 7501, CF 3461, CF 368, RELEASE UNDER SEC. 321, CF 7512, CF 6043 AND ANY AMENDMENT OF ANY OF THE ABOVE TRANSACTIONS. THIS FEE SCHEDULE SHALL BECOME EFFECTIVE OCTOBER 1, 2009 THRU SEPTEMBER 30, 2014.**

WHEREAS, the Airport Manager recommends that the City Council approve the proposed Foreign Trade Zone No. 94 Fee Schedule applicable to Laredo's Foreign Trade Zone Operators by designating an initial activation fee of a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate calculated at \$.04 per square foot), designating the annual fee at a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate to be calculated at \$.05 per square foot) and an activity fee of \$5.00 as defined by the following U.S. Customs Forms: CF 214, CF 216, CF 7501, CF 3461, CF 368, release under Sec. 321, CF 7512, CF 6043 and any amendment of any of the above transactions;

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 fee schedule; and,

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager 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 and is hereby authorized to amend Foreign Trade Zone No. 94 Fee Schedule applicable to Laredo's Foreign Trade Zone Operators by designating an initial activation fee of a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate calculated at \$.04 per square foot), designating the annual fee at a minimum of \$2,000.00 and at no time exceed \$10,000.00 (rate to be calculated at \$.05 per square foot) and an activity fee of \$5.00 as defined by the following U.S. Customs Forms: CF 214, CF 216, CF 7501, CF 3461, CF 368, release under Sec. 321, CF 7512, CF 6043 and any amendment of any of the above transactions. This fee shall become effective October 1, 2009 thru September 30, 2014.

**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 \_\_\_\_\_, 2009.**

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

ATTEST:

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

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

BY: Valeria M. Acevedo  
**VALERIA M. ACEVEDO**  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE</b> 7-6-09	<b>SUBJECT: INTRODUCTORY ORDINANCE</b> Authorizing the City Manager to dedicate a perpetual easement to the United States of America, General Services Administration (GSA), being 1.20 acres of land, out of a 40.00 acre tract and located adjacent to the Columbia Solidarity Bridge Export Parking lot for the purpose of providing pedestrian and vehicular ingress and egress to access the Columbia Solidarity Bridge Inspection Station; Said 1.20 acres tract of land, specifically described or being out of the Webb County School Survey No. 1462, Abstract No. 502, and also out of a called 40.00 acre tract as recorded in Volume 1448, Page 101 of Deed Records of Webb County, Texas. See attached Exhibit "1", illustrating the easement, Survey and Metes & Bounds description.	
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager		<b>STAFF SOURCE:</b> Ronnie Acosta, CD Director
<b>PREVIOUS COUNCIL ACTION:</b> On March 16, 2009, City Council granted a right-of-entry to the United States of America.		
<b>BACKGROUND:</b> On March 16, 2009, City Council passed Ordinance 2009-O-037, authorizing the City Manager to grant a right-of-entry to the United States of America, General Services Administration (GSA), to a parcel of land consisting of approximately forty acres and located adjacent to the Columbia Solidarity Bridge Export Parking lot, for the purpose of conducting boundary, utility and topographic surveys; appraisals, archeological investigations, subsoil boring and testing environmental audits, Phase 1 and 2 environmental site assessments in anticipation of constructing a roadway to access the Columbia Solidarity Bridge Inspection Station.  The United States of America, General Services Administration (GSA), has requested that the City of Laredo grant them a perpetual easement on a 1.20 acre tract of land, out of a forty acre tract of land, owned by the City of Laredo and located at the Columbia Solidarity Bridge Export parking lot, for the purpose of providing pedestrian and vehicular ingress and egress to and from the new U. S. Border Patrol Station site. Planned is the construction, operation, maintenance, and repair of a roadway within the easement property. The City of Laredo will reserve the right to use the land subject to said easement so long as it does not unreasonably interfere with The United States of America, General Services Administration (GSA), operations.  This easement will provide access to the United States of America, General Services Administration (GSA), to a three acre tract out of to the City's forty acre export lot granted on January 7, 1991 by City Council Ordinance 91-O-005.		
<b>FINANCIAL IMPACT:</b> N/A		
<b>COMMITTEE RECOMMENDATION:</b> N/A		<b>STAFF RECOMMENDATION:</b> Staff recommends passage of this Introduction Ordinance.

## ORDINANCE

**AUTHORIZING THE CITY MANAGER TO DEDICATE A PERPETUAL EASEMENT TO THE UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION (GSA), BEING 1.20 ACRES OF LAND, OUT OF A 40.00 ACRE TRACT AND LOCATED ADJACENT TO THE COLUMBIA SOLIDARITY BRIDGE EXPORT PARKING LOT FOR THE PURPOSE OF PROVIDING PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO ACCESS THE COLUMBIA SOLIDARITY BRIDGE INSPECTION STATION; SAID 1.20 ACRES TRACT OF LAND, SPECIFICALLY DESCRIBED OR BEING OUT OF THE WEBB COUNTY SCHOOL SURVEY NO. 1462, ABSTRACT NO. 502, AND ALSO OUT OF A CALLED 40.00 ACRE TRACT AS RECORDED IN VOLUME 1448, PAGE 101 OF DEED RECORDS OF WEBB COUNTY, TEXAS. SEE ATTACHED EXHIBIT "1", ILLUSTRATING THE EASEMENT, SURVEY AND METES & BOUNDS DESCRIPTION.**

**WHEREAS**, On March 16, 2009, City Council passed Ordinance 2009-O-037, authorizing the City Manager to grant a right-of-entry to the United States of America, General Services Administration (GSA), to a parcel of land consisting of approximately forty acres and located adjacent to the Columbia Solidarity Bridge Export Parking lot, for the purpose of conducting boundary, utility and topographic surveys; appraisals, archeological investigations, subsoil boring and testing environmental audits, Phase 1 and 2 environmental site assessments in anticipation of constructing a roadway to access the Columbia Solidarity Bridge Inspection Station.

**WHEREAS**, The United States of America, General Services Administration (GSA), has requested that the City of Laredo grant them a perpetual easement on a 1.20 acre tract of land, specifically described or being out of a forty acre tract of land, owned by the City of Laredo and located at the Columbia Solidarity Bridge Export parking lot, for the purpose of providing pedestrian and vehicular ingress and egress to and from the new U. S. Border Patrol Station site. Planned is the construction, operation, maintenance, and repair of a roadway within the easement property. The City of Laredo will reserve the right to use the land subject to said easement so long as it does not unreasonably interfere with The United States of America, General Services Administration (GSA), operations; and

**WHEREAS**, This easement will provide access to the United States of America, General Services Administration (GSA), to a three acre tract out of to the City's forty acre export lot granted on January 7, 1991 by City Council Ordinance 91-O-005; and

**WHEREAS**, it is in the best interest of the City of Laredo to dedicate a perpetual easement to the United States of America, General Services Administration, as shown on attached Exhibit 1.

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

- A. Authorizing the City Manager to dedicate a perpetual easement to the United States of America, General Services Administration (GSA), being 1.20 acres of land, out of a 40.00 acre tract and located adjacent to the Columbia Solidarity Bridge Export Parking lot for the purpose of providing pedestrian and vehicular ingress and egress to access the Columbia Solidarity Bridge Inspection Station; Said 1.20 acres tract of land, specifically described or being out of the Webb County School Survey No. 1462, Abstract No. 502, and also out of a called 40.00

acre tract as recorded in Volume 1448, Page 101 of Deed Records of Webb County, Texas. See attached Exhibit "1", illustrating the easement, Survey and Metes & Bounds description.

B. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS \_\_\_\_\_ DAY OF JULY \_\_\_\_\_ 2009.

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

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: \_\_\_\_\_  
ANTHONY C. MCGETTRICK  
ASSISTANT CITY ATTORNEY



TO HAVE AND TO HOLD said rights and easements unto the UNITED STATES OF AMERICA, and its assigns forever; and does hereby bind its successors and assigns, to warrant and defend all and singular the said rights and easement unto the UNITED STATES OF AMERICA and its assigns against any person lawfully claiming or to claim the same of any part thereof.

The acquiring Federal agency is the United States General Services Administration.

IN WITNESS WHEREOF, the CITY OF LAREDO has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF LAREDO

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

Attest:

\_\_\_\_\_

STATE OF TEXAS            X

COUNTY OF WEBB           X

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ as City Manager of the City of Laredo, A Texas municipal corporation, on behalf of said corporation.

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

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the attorney for the City of Laredo; that the City of Laredo is a legally constituted public body with full authority and legal capability to execute the above and foregoing Easement Deed; and that the persons who have executed the Deed on behalf of the City of Laredo have acted within their authority.

In witness whereof, I have made and executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
CITY ATTORNEY

After recording, please return to:

William Neil Landers (7PT)  
U.S. General Services Administration  
819 Taylor Street, Room 12A  
Fort Worth, TX 76102



**FIELD NOTES  
FOR A  
1.20 ACRE  
INGRESS/EGRESS EASEMENT**

**BEING** 1.20 acres of land, out of the Webb County School Survey No.1462, Abstract No. 502 and also out of a called 40.0 acre tract as recorded in Volume 1448, Page 101 of the Deed Records of Webb County, Texas, said 1.20 acres of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a point on the east line of a called 3.00 acre tract as recorded in Volume 1493, Page 426 of the Deed Records of Webb County, Texas from which a found ½" iron rod for the southeast corner of said 3.00 acres bears South 31° 04' 37" East, (bearings based on said Deed) a distance of 516.22 feet, said point being the northwest corner of the herein described easement;

**THENCE** departing the east line of said 3.00 acre tract and crossing said 40.0 acre tract, the following courses:

North 58° 55' 23" East, a distance of 78.21 feet to a point of curvature;

Along a curve to the left having a radius of 25.00 feet, a central angle of 46° 36' 32", a chord bearing and distance of North 35° 37' 07" East, 19.78 feet and a curve length of 20.34 feet to a point of tangency;

North 12° 18' 51" East, a distance of 10.00 feet to a point;

South 77° 41' 09" East, a distance of 65.35 feet to a point of curvature;

Along a curve to the left having a radius of 145.00 feet, a central angle of 36° 02' 05", a chord bearing and distance of South 01° 44' 54" East, 89.70 feet and a curve length of 91.19 feet to a point of tangency;

South 19° 45' 57" East, a distance of 198.30 feet to a point of curvature;

Along a curve to the left having a radius of 145.00 feet, a central angle of 11° 18' 40", a chord bearing and distance of South 25° 25' 17" East, 28.58 feet and a curve length of 28.63 feet to a point of tangency;

South 31° 04' 37" East, a distance of 95.44 feet to a point of curvature;

Along a curve to the left having a radius of 145.00 feet, a central angle of 29° 11' 30", a chord bearing and distance of South 45° 40' 23" East, 73.08 feet and a curve length of 73.88 feet to a point of tangency;

South 60° 16' 08" East, a distance of 33.85 feet to a point of curvature;

Along a curve to the left having a radius of 20.70 feet, a central angle of 75° 01' 56", a chord bearing and distance of North 82° 12' 54" East, 25.21 feet and a curve length of 27.11 feet to a point of tangency;

South 29° 25' 03" West, a distance of 154.11 feet to a point of curvature;

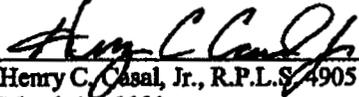
Page 2  
1.20 Acres

Along a curve to the left having a radius of 37.45 feet, a central angle of 44° 58' 02", a chord bearing and distance of North 08° 35' 36" West, 28.64 feet and a curve length of 29.39 feet to a point of tangency;

**THENCE** North 31° 04' 37" West, at a distance of 69.78 feet passing a found ½" iron rod for the southeast corner of said 3.00 acre tract and continuing for a total distance of 586.00 feet to the **POINT OF BEGINNING** and containing 1.20 acres of land, more or less, in Webb County, Texas.

Plat of survey provided.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Henry C. Casal, Jr., R.P.L.S. 4905  
March 10, 2009  
Job File No. 118800



F:\PROJECT\1100\118800-Laredo West\DOC\1.20AC ESMT.WPD

**EXHIBIT B**  
Page 2 of 2



## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/09	<b>SUBJECT:</b> FINAL READING OF ORDINANCE NO. 2009-O-102  Amending Chapter 24, Appendix A, Definitions, of the Laredo Land Development Code by amending the definition of an amusement redemption machine establishment to exclude a bar with five (5) or fewer machines; providing publication and effective date.
<b>INITIATED BY:</b>  City Council	<b>STAFF SOURCE:</b>  Keith Selman, Planning & Zoning Director
<b>PREVIOUS COUNCIL ACTION:</b> <ul style="list-style-type: none"><li>• On March 3, 2003, the City Council approved the regulations and performance standards governing amusement redemption machine establishments.</li><li>• On May 15, 2006, the City Council requested during general discussion to eliminate the location requirements for amusement redemption machine establishments within B-4 (Highway Commercial District).</li><li>• On November 20, 2006, the City Council approved the ordinance amendment eliminating location requirements.</li><li>• On November 26, 2007, the City Council requested an amendment to the zoning ordinances that included the reestablishment of the previous distance provisions and the prohibition of Conditional Use Permits for such uses.</li><li>• On April 21, 2008, the City Council approved the ordinance amendment returning the amusement redemption machine establishment guidelines to the previous requirements and adding additional requirements including parking.</li><li>• On April 6, 2009, the City Council requested an amendment to return to the previous ordinance requirements and to remove the Conditional Use Permit restriction.</li><li>• On June 1, 2009, the City Council approved an ordinance amendment dealing with location and measurement requirements of amusement redemption machine establishments.</li></ul>	
<b>BACKGROUND:</b>  Council District: All	
<b>STAFF COMMENTS:</b> The draft ordinance amends the definition of amusement redemption machine establishments to exclude bars with five (5) or fewer machines.	
<b>PHZ COMMITTEE RECOMMENDATION:</b>  The P&Z Commission, in a <u>7 to 0</u> vote, recommended <b>approval</b> of the proposed amendment.	

## ORDINANCE NO. 2009-O-102

AMENDING CHAPTER 24, APPENDIX A, DEFINITIONS, OF THE *LAREDO LAND DEVELOPMENT CODE* BY AMENDING THE DEFINITION OF AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT TO EXCLUDE A BAR WITH FIVE (5) OR FEWER MACHINES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, The Laredo Land Development Code regulates land uses within the corporate limits of the City of Laredo; and,

WHEREAS, the revision of said regulations has been deemed necessary and appropriate; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended approval of the ordinance; and,

WHEREAS, notice of such hearing 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 Planning and Zoning Commission held a public hearing on December 4, 2008, on the request and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo; and,

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

Section 1: Chapter 24, Appendix A of the Laredo Land Development Code is hereby amended to read as follows:

### DEFINITIONS

Amusement Redemption Machine Establishment – any business, organization or institution which provides patrons access to amusement redemption machines-, excluding a bar with five (5) or fewer machines.

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, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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RAUL G. SALINAS  
MAYOR

ATTEST:

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

---

BY: NATHAN BRATTON  
ASSISTANT CITY ATTORNEY

**COUNCIL COMMUNICATION**

<b>DATE:</b> 7/06/09	<b>SUBJECT: FINAL READING OF ORD. NO. 2009-O-105</b> AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,300,000 INCLUDING A LOCAL MATCH OF \$177,984, AND TO AMEND THE FY 2008-2009 CAPITAL GRANTS FUND BY APPROPRIATING SAID FUNDS FOR A PROPOSED RAILROAD GRADE SEPARATION TO BE CONSTRUCTED OVER THE KANSAS CITY SOUTHERN RAILROAD CROSSING LOCATED ON ARKANSAS AVENUE, NEAR GUADALUPE AND CHIHUAHUA STREETS.
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<b>INITIATED BY:</b> Texas Department of Transportation (TxDOT)	<b>STAFF SOURCE:</b> Horacio De Leon – Assistant City Manager Keith Selman, Director of Planning
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**PREVIOUS COUNCIL ACTION:** On 3-10-09 Council voted unanimously to Table this item. City Council approved this item at the meeting of June 22, 2009.

**BACKGROUND:**  
The City of Laredo intends to contract professional services for the design of a future bridge to be constructed over the Kansas City Southern (KCS) railroad crossing, located on Arkansas Avenue. The proposed facility will enhance the safety of the traveling public and increase vehicular capacity. It will be the City’s responsibility to perform the all tasks associated with project.

In 2006 the City of Laredo received federal funding in the amount of one million (\$1,000,000) dollars towards the implementation of the project. These funds require a twenty percent match, and if not for a 62% adjustment granted under the Economically Disadvantaged Counties Program, the City would have been required to contribute two hundred and fifty thousand (\$250,000) dollars in matching funds.

On February 19, 2008, the City of Laredo submitted an application to the Texas Department of Transportation requesting matching funds relief through the Economically Disadvantaged Counties Program. The application requested one hundred percent (100%) relief of the twenty percent (20%) matching fund requirement. The City of Laredo was granted a downward adjustment of sixty two percent (62%), and thereby reduced the City’s required twenty percent (20%) contribution from \$250,000 to \$127,984 (this figure does not include the State oversight fee of \$ 50,000). Funding for the City’s contribution has been identified.

**See attachment C for agreement funding breakdown.**

**FINANCIAL IMPACT:** The Capital Grants Fund will be amended as follows:

	Budget	Budget Amendment	Proposed Budget
<b>Revenues:</b>			
TxDOT Grant 458-0000-324-2014	-0-	1,122,016	1,122,016
Transfer In/2006 C.O. 458-0000-393-0461	-0-	177,984	177,984
<b>Total Revenues</b>	<b>-0-</b>	<b><u>1,300,000</u></b>	<b><u>1,300,000</u></b>
<b>Expenditures:</b>			
TxDOT/Arkansas 458-2662-525-4279	<b>-0-</b>	<b><u>1,300,000</u></b>	<b><u>1,300,000</u></b>

<b>COMMITTEE RECOMMENDATION:</b> Not applicable.	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.
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**ORDINANCE NO. 2009-O-105**

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,300,000 INCLUDING A LOCAL MATCH OF \$177,984, AND TO AMEND THE FY 2008-2009 CAPITAL GRANTS FUND BY APPROPRIATING SAID FUNDS FOR A PROPOSED RAILROAD GRADE SEPARATION TO BE CONSTRUCTED OVER THE KANSAS CITY SOUTHERN RAILROAD CROSSING LOCATED ON ARKANSAS AVENUE, NEAR GUADALUPE AND CHIHUAHUA STREETS.

**WHEREAS**, the City of Laredo continues to experience unprecedented growth in population, trade, industry, tourism, and economic development; and,

**WHEREAS**, the future construction of a railroad grade separation over the Kansas City Southern (KCS) rail road crossing at Arkansas Avenue near Chihuahua and Guadalupe Street, will enhance the safety of the traveling public; and,

**WHEREAS**, it will be the City's responsibility to perform the all tasks associated with project, and;

**WHEREAS**, in 2006 the City of Laredo was awarded one million \$ 1,000,000 in federal funds toward the implementation of the project, and:

**WHEREAS**, it is the City's responsibility to contribute an amount equal to twenty percent (20%) of federally awarded funds, and:

**WHEREAS**, on February 19, 2008, the City of Laredo submitted an application to the Texas Department of Transportation requesting (100%) relief of the (20%) matching funds requirement through the Economically Disadvantaged Counties Program, and;

**WHEREAS**, the City of Laredo was granted a downward adjustment of twenty two percent (62%), and thereby reduced the City's required twenty percent (20%) contribution from \$250,000 to \$177,984.

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

Section 1: The City Manager is authorized to execute a funding agreement with the Texas Department of Transportation and to contribute funds in the amount of \$ 177,984 as the City's local match and fee for State Plan Review a proposed railroad grade separation to be constructed over the Kansas City Southern railroad crossing located on Arkansas Avenue near Chihuahua and Guadalupe Streets.

**ORDINANCE NO. 2009-O-105**

Section 2: The FY 2008-2009 Capital Grants Fund is amended by appropriating revenues and expenditures in the amount of \$1,300,000 from the Texas Department of Transportation.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
NATHAN R. BRATTON  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/2009	<b>SUBJECT: FINAL READING OF ORDINANCE NO. 2009-O-106</b> Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 1, 2, 3 and 4, Block 321, Eastern Division, City of Laredo, Webb County, Texas, located at 2518 Cedar Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$575.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Jesus Garcia Headstart Center.
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta CD Director
<b>PREVIOUS COUNCIL ACTION:</b> On June 22, 2009, the City Council introduced this ordinance.	
<b>BACKGROUND:</b> The Webb County Headstart Program has requested that the City of Laredo consider renewing their rental ground space of the above-mentioned parcel of land. Webb County (Lessee) agrees to pay the City of Laredo (Lessor) the sum of \$575.00 per month to lease the ground space for the Jesus Garcia Headstart Center located at 2518 Cedar Avenue.  The term of this lease shall be for two (2) years beginning on June 01, 2009, with the option to renew the lease for an additional two (2) year period.  The Real Estate Division finds that it would be in the best interest of the City of Laredo to execute this Lease Agreement with Webb County as described on the attached, Exhibit "A".	
<b>FINANCIAL IMPACT:</b> Revenue of \$575.00 per month to be credited to General Fund Account No. 101-0000-361-2013.	
<b>COMMITTEE RECOMMENDATION:</b>  N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this Ordinance.

**ORDINANCE NO. 2009-O-106**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL OF A LEASE WITH WEBB COUNTY FOR ITS HEADSTART PROGRAM FOR THE RENTAL OF THE PARCEL DESCRIBED AS LOTS 1, 2, 3 AND 4, BLOCK 321, EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, LOCATED AT 2518 CEDAR AVENUE FOR A TERM OF TWO (2) YEARS, EFFECTIVE JUNE 1, 2009, AT A MONTHLY RENT OF \$575.00 AND THE FORM OF SAID LEASE IS ATTACHED AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE. THIS IS THE SITE OF THE JESUS GARCIA HEADSTART CENTER.

**WHEREAS**, Webb County wishes to renew the lease of that parcel of land legally described as Lots 1, 2, 3 & 4, Block 321, Eastern Division, City of Laredo, which it wishes to continue to use as part of its Headstart Program (The Jesus Garcia Center); and,

**WHEREAS**, Webb County requests that the new lease continue on the same terms and conditions as the lease which recently has ended, including continuation of the monthly rent of \$575.00; and,

**WHEREAS**, the Headstart Program directly serves the economically distressed areas of the community; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Laredo and its citizens to execute a new Lease Agreement with Webb County as described on attached, Exhibit "A".

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

1. It approves of the lease to Webb County for its Headstart Program, of the parcel of land legally described as Lots 1, 2, 3 & 4, Block 321, Eastern Division, City of Laredo, Webb County, Texas, located at 2518 Cedar Avenue for a term of two (2) years, effective June 1, 2009, and monthly rent of \$575.00 and the form of said lease is attached as Exhibit "A." This is the site of the Jesus Garcia Headstart Center.
2. The City Manager is authorized to execute the said lease, which will take effect as and from June 01, 2009.

3. This Ordinance shall become effective upon passage thereof.

PASSED AND APPROVED BY THE CITY COUNCIL AND THE MAYOR OF  
THE CITY OF LAREDO ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

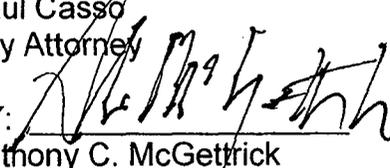
\_\_\_\_\_  
RAUL G. SALINAS  
Mayor

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
City Secretary

APPROVED AS TO FORM:

Raul Casso  
City Attorney

BY:   
Anthony C. McGettrick  
Asst. City Attorney

**LEASE AGREEMENT**

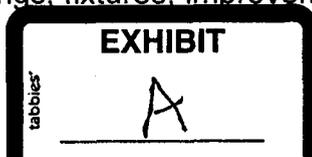
**THIS AGREEMENT** is made effective June 1, 2009, by and between the CITY OF LAREDO, a municipal corporation hereinafter, called "Lessor," as approved by Ordinance No. \_\_\_\_\_, and WEBB COUNTY, for and on behalf of its Head Start Program hereinafter, called "Lessee".

Lessor, for and in consideration of the rent hereinafter, specified to be paid by Lessee and the covenants and agreements hereinafter, contained by the Lessee to be kept and performed, leases to Lessee, the following property:

***Lots 1, 2, 3 and 4, Block 321, Eastern Division, City of Laredo, Webb County, Texas***

for use of Lessee as the *Jesus Garcia Head Start Center* at 2518 Cedar Avenue on the following terms and conditions:

1. **TERM, OPTION & HOLDING OVER:** The term of this lease shall be for two years beginning on June 1, 2009. Lessor also grants Lessee an option to renew this lease for an additional two year period, provided that Lessee gives Lessor written notice, that it wishes to exercise said option, not less than thirty days prior to the expiration of the primary term. Any holding over after the expiration of the term of the lease, [or after expiration of term of lease as renewed, if it is renewed] shall be from month-to-month.
2. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said land the sum of FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$575.00) per month, due and payable upon the first day of each month, commencing June 1, 2009.
3. **PURPOSES:** Said premises should be used by the Lessee to provide such services as the Head Start Program for Child Development.
4. **IMPROVEMENTS:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit existing premises; provided however, that no change, alteration or improvement may be made without the prior written approval of the City Manager; and all permanent buildings, fixtures and improvements of every kind and nature, whatever installed by the Lessee shall remain the property of Lessor. Any improvements not permanent in nature made by Lessee can be removed in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same, in the event that Lessee shall fail to remove said buildings, fixtures and improvements after receipt of notice from Lessor. Lessor may remove the same and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not



removed by Lessee, for the sum of ONE DOLLAR (\$1.00). Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided that Lessee will pay Lessor upon demand the cost of such removal plus the cost of transportation and disposition, thereof.

5. **RESERVATIONS BY LESSOR:** The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have the right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility lines either by itself or by its licensees or franchises in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchises will be done with an effort to minimize any damage to or interference with any improvements hereinafter, installed on the leased premises by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee, for any damage to the leased premises or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.
6. **RESERVATIONS BY LESSEE:** The Lessee reserves the right to terminate this lease at any time after giving written notice to the Lessor in accordance with notice provisions set forth in Paragraph 12.
7. **REPAIRS – MAINTENANCE :** Lessee represents that Lessee has inspected and examined the leased premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense and agrees to keep said premises safe and in good order and condition at all times during the term hereof, and maintain seeded and/or sodded and well watered and mowed all those areas where erosion could occur, and upon termination of this lease, the Lessee will quit and surrender possession of said premises quietly and peacefully; Lessee further agrees to lease said premises free from all nuisance and dangerous and defective conditions.
8. **ASSIGNMENT AND MORTGAGE:** Neither the leased premises nor any portion thereof, shall be sublet nor shall this lease or any interest therein, be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sub lessee, mortgagee or pledgee.
9. **LIABILITY:** To the extent permitted by the Laws and Constitution of the State of Texas and with the mutual understanding that Lessee is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding the Lessee's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving the Lessee's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Lessee shall

defend, indemnify and hold harmless Lessor, and all its officers, agents, employees and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or less, theft, damage to or destruction of property of whatever kind or nature sustained by any person or property on account of any intentional or negligent act committed by Webb County, its agents or employees, arising out of the performance of the services to be rendered under this contract. Lessee agrees to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to any one person, and Five Hundred Thousand Dollars (\$500,000.00) for damages for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to property, and shall keep the same in force during the term of the lease.

10. **TERMINATION BY LESSOR:** Lessor may terminate this lease at any time by serving upon Lessee in the manner hereinafter, provided in Paragraph 12, a written notice of its election so to terminate, which said notice shall be served at least 60 days prior to the date in said notice named for such termination.
11. **DEFAULT:** In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein, agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease within a 60-day notice and Lessor may enter upon said premises and remove all persons and property there from; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees.
12. **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 delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee as follows:

To Lessee: Danny Valdez  
County Judge  
County Court House  
1000 Houston St.  
Laredo, Texas 78040

To Lessor: Carlos Villarreal  
City Manager  
City Hall  
1110 Houston St.  
Laredo, Texas 78040

13. **WAIVER:** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

14. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.
  
15. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees may enter upon said premises at any time during the life of this lease for the purpose of inspection and for the purposes stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum interference with the use of the property by the Lessee.
  
16. **MECHANIC'S LIENS:** Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased land.
  
17. **ENTIRE AGREEMENT:** This lease incorporates the entire agreement of the parties.
  
18. **NO WAIVER:** The failure on the party of either 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.
  
19. **COMPLIANCE WITH ALL LAWS:** The parties agree to comply with all applicable federal, state and local statutes, ordinances, rules and regulations with regard to the Head Start Program for which the leased premises are used by Lessee.

**SIGNED**, in duplicate originals, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF LAREDO**

By: \_\_\_\_\_  
 Carlos Villarreal  
 City Manager

**WEBB COUNTY**

By: \_\_\_\_\_  
 Danny Valdez  
 County Judge

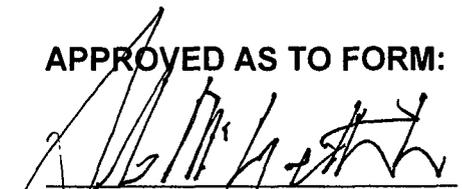
**CITY SECRETARY**

By: \_\_\_\_\_  
Gustavo Guevara, Jr.

**COUNTY CLERK**

By: \_\_\_\_\_  
Margie Ramirez Ibarra

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Anthony C. McGettrick  
Assistant City Attorney

\_\_\_\_\_  
Ana Laura Cavazos Ramirez  
Webb County Attorney

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/2009	<b>SUBJECT: FINAL READING OF ORDINANCE NO. 2009-O-107</b> Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 6, 8, the W ½ of Lots 5 and 7, the North 56' of Lot 4 and W ½ of Lot 3, Block 912, Western Division, City of Laredo, Webb County, Texas, located at 3501 Eagle Pass Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$625.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Villa Alegre Headstart Center.
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta CD Director
<b>PREVIOUS COUNCIL ACTION:</b> On June 22, 2009, the City Council introduced this ordinance.	
<b>BACKGROUND:</b> The Webb County Headstart Program has requested that the City of Laredo consider renewing their rental ground space of the above-mentioned parcel of land. Webb County (Lessee) agrees to pay the City of Laredo (Lessor) the sum of \$625.00 per month to lease the ground space for the Villa Alegre Headstart Center located at 3501 Eagle Pass Avenue.  The term of this lease shall be for two (2) years beginning on June 01, 2009, with the option to renew the lease for an additional two (2) year period.  The Real Estate Division finds that it would be in the best interest of the City of Laredo to execute this Lease Agreement with Webb County as described on the attached, Exhibit "A".	
<b>FINANCIAL IMPACT:</b> Revenue of \$625.00 per month to be credited to General Fund Account No. 101-0000-361-2013.	
<b>COMMITTEE RECOMMENDATION:</b>  N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this Ordinance.

**ORDINANCE NO. 2009-O-107**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL OF A LEASE WITH WEBB COUNTY FOR ITS HEADSTART PROGRAM FOR THE RENTAL OF THE PARCEL DESCRIBED AS LOTS 6, 8, THE W ½ OF LOTS 5 AND 7, THE NORTH 56' OF LOT 4 AND THE W ½ OF LOT 3, BLOCK 912, WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, LOCATED AT 3501 EAGLE PASS AVENUE FOR A TERM OF TWO (2) YEARS, EFFECTIVE JUNE 1, 2009, AT A MONTHLY RENT OF \$625.00 AND THE FORM OF SAID LEASE IS ATTACHED AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE. THIS IS THE SITE OF THE VILLA ALEGRE HEADSTART CENTER.

**WHEREAS**, Webb County wishes to renew the lease of that parcel of land legally described as Lots 6, 8, the W ½ of Lots 5 and 7, the north 56' of Lot 4 and the W ½ of Lot 3, Block 912, Western Division, City of Laredo, which it wishes to continue to use as part of its Headstart Program (The Villa Alegre Center); and,

**WHEREAS**, Webb County requests that the new lease continue on the same terms and conditions as the lease which recently has ended, including continuation of the monthly rent of \$625.00; and,

**WHEREAS**, the Headstart Program directly serves the economically distressed areas of the community; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Laredo and its citizens to execute a new Lease Agreement with Webb County as described on attached, Exhibit "A".

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

1. It approves of the lease to Webb County for its Headstart Program, of the parcel of land legally described as Lots 6, 8, the W ½ of Lots 5 and 7, the north 56' of Lot 4 and the W ½ of Lot 3, Block 912, Western Division, City of Laredo, Webb County, Texas, located at 3501 Eagle Pass Avenue for a term of two (2) years, effective June 1, 2009, and monthly rent of \$625.00 and the form of said lease is attached as Exhibit "A." This is the site of the Villa Alegre Headstart Center.

2. The City Manager is authorized to execute the said lease, which will take effect as and from June 01, 2009.
3. This Ordinance shall become effective upon passage thereof.

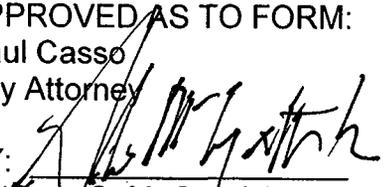
PASSED AND APPROVED BY THE CITY COUNCIL AND THE MAYOR OF  
THE CITY OF LAREDO ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
RAUL G. SALINAS  
Mayor

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
City Secretary

APPROVED AS TO FORM:  
Raul Casso  
City Attorney

BY:   
\_\_\_\_\_  
Anthony C. McGettrick  
Asst. City Attorney

## LEASE AGREEMENT

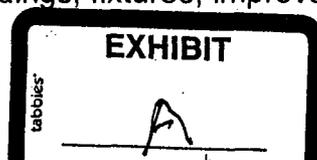
**THIS AGREEMENT** is made effective June 1, 2009, by and between the CITY OF LAREDO, a municipal corporation hereinafter, called "Lessor," as approved by Ordinance No. \_\_\_\_\_, and WEBB COUNTY, for and on behalf of its Head Start Program hereinafter, called "Lessee".

Lessor, for and in consideration of the rent hereinafter, specified to be paid by Lessee and the covenants and agreements hereinafter, contained by the Lessee to be kept and performed, leases to Lessee, the following property:

***Lots 6, 8, the W ½ of Lots 5 & 7, the North 56' of Lot 4 and W ½ of Lot 3, Block 912, Western Division, City of Laredo, Webb County, Texas***

for use of Lessee as the *Villa Alegre Head Start Center* at 3501 Eagle Pass on the following terms and conditions:

1. **TERM, OPTION & HOLDING OVER:** The term of this lease shall be for two years beginning on June 1, 2009. Lessor also grants Lessee an option to renew this lease for an additional two year period, provided that Lessee gives Lessor written notice, that it wishes to exercise said option, not less than thirty days prior to the expiration of the primary term. Any holding over after the expiration of the term of the lease, [or after expiration of term of lease as renewed, if it is renewed] shall be from month-to-month.
2. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said land the sum of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00) per month, due and payable upon the first day of each month, commencing June 1, 2009.
3. **PURPOSES:** Said premises should be used by the Lessee to provide such services as the Head Start Program for Child Development.
4. **IMPROVEMENTS:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit existing premises; provided however, that no change, alteration or improvement may be made without the prior written approval of the City Manager; and all permanent buildings, fixtures and improvements of every kind and nature, whatever installed by the Lessee shall remain the property of Lessor. Any improvements not permanent in nature made by Lessee can be removed in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same, in the event that Lessee shall fail to remove said buildings, fixtures and improvements after receipt of notice from Lessor. Lessor may remove the same and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not



removed by Lessee, for the sum of ONE DOLLAR (\$1.00). Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided that Lessee will pay Lessor upon demand the cost of such removal plus the cost of transportation and disposition, thereof.

5. **RESERVATIONS BY LESSOR:** The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have the right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility lines either by itself or by its licensees or franchisees in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchisees will be done with an effort to minimize any damage to or interference with any improvements hereinafter, installed on the leased premises by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee, for any damage to the leased premises or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.
6. **RESERVATIONS BY LESSEE:** The Lessee reserves the right to terminate this lease at any time after giving written notice to the Lessor in accordance with notice provisions set forth in Paragraph 12.
7. **REPAIRS – MAINTENANCE :** Lessee represents that Lessee has inspected and examined the leased premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense and agrees to keep said premises safe and in good order and condition at all times during the term hereof, and maintain seeded and/or sodded and well watered and mowed all those areas where erosion could occur, and upon termination of this lease, the Lessee will quit and surrender possession of said premises quietly and peacefully; Lessee further agrees to lease said premises free from all nuisance and dangerous and defective conditions.
8. **ASSIGNMENT AND MORTGAGE:** Neither the leased premises nor any portion thereof, shall be sublet nor shall this lease or any interest therein, be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sub lessee, mortgagee or pledgee.
9. **LIABILITY:** To the extent permitted by the Laws and Constitution of the State of Texas and with the mutual understanding that Lessee is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding the Lessee's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving the Lessee's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Lessee shall

defend, indemnify and hold harmless Lessor, and all its officers, agents, employees and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or less, theft, damage to or destruction of property of whatever kind or nature sustained by any person or property on account of any intentional or negligent act committed by Webb County, its agents or employees, arising out of the performance of the services to be rendered under this contract. Lessee agrees to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to any one person, and Five Hundred Thousand Dollars (\$500,000.00) for damages for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to property, and shall keep the same in force during the term of the lease.

10. **TERMINATION BY LESSOR:** Lessor may terminate this lease at any time by serving upon Lessee in the manner hereinafter, provided in Paragraph 12, a written notice of its election so to terminate, which said notice shall be served at least 60 days prior to the date in said notice named for such termination.
11. **DEFAULT:** In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein, agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease within a 60-day notice and Lessor may enter upon said premises and remove all persons and property there from; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees.
12. **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 delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee as follows:

To Lessee: Danny Valdez  
County Judge  
County Court House  
1000 Houston St.  
Laredo, Texas 78040

To Lessor: Carlos Villarreal  
City Manager  
City Hall  
1110 Houston St.  
Laredo, Texas 78040

13. **WAIVER:** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

14. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.
  
15. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees may enter upon said premises at any time during the life of this lease for the purpose of inspection and for the purposes stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum interference with the use of the property by the Lessee.
  
16. **MECHANIC'S LIENS:** Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased land.
  
17. **ENTIRE AGREEMENT:** This lease incorporates the entire agreement of the parties.
  
18. **NO WAIVER:** The failure on the part of either 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.
  
19. **COMPLIANCE WITH ALL LAWS:** The parties agree to comply with all applicable federal, state and local statutes, ordinances, rules and regulations with regard to the Head Start Program for which the leased premises are used by Lessee.

**SIGNED**, in duplicate originals, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF LAREDO**

By: \_\_\_\_\_  
 Carlos Villarreal  
 City Manager

**WEBB COUNTY**

By: \_\_\_\_\_  
 Danny Valdez  
 County Judge

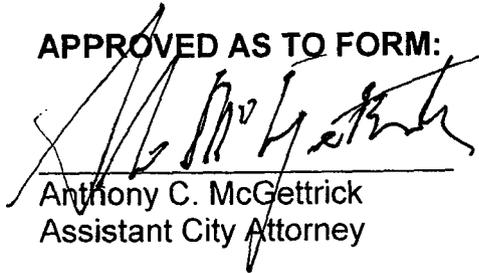
**CITY SECRETARY**

By: \_\_\_\_\_  
Gustavo Guevara, Jr.

**COUNTY CLERK**

By: \_\_\_\_\_  
Margie Ramirez Ibarra

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Anthony C. McGettrick  
Assistant City Attorney

\_\_\_\_\_  
Ana Laura Cavazos Ramirez  
Webb County Attorney

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/2009	<b>SUBJECT: FINAL READING OF ORDINANCE NO. 2009-O-108</b> Authorizing the City Manager to execute the renewal of a lease with Webb County for its Headstart Program for the rental of the parcel described as Lots 7, 8, 9, 10, 11 and 12, Block 1302, Eastern Division, City of Laredo, Webb County, Texas, located at 2400 S. Jarvis Avenue for a term of two (2) years, effective June 1, 2009, at a monthly rent of \$525.00 and the form of said lease is attached as Exhibit "A"; and providing for an effective date. This is the site of the Tatangelo Headstart Center.
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta CD Director
<b>PREVIOUS COUNCIL ACTION:</b> On June 22, 2009, the City Council introduced this ordinance.	
<b>BACKGROUND:</b> The Webb County Headstart Program has requested that the City of Laredo consider renewing their rental ground space of the above-mentioned parcel of land. Webb County (Lessee) agrees to pay the City of Laredo (Lessor) the sum of \$525.00 per month to lease the ground space for the Tatangelo Headstart Center located at 2400 S. Jarvis Avenue.  The term of this lease shall be for two (2) years beginning on June 01, 2009, with the option to renew the lease for an additional two (2) year period.  The Real Estate Division finds that it would be in the best interest of the City of Laredo to execute this Lease Agreement with Webb County as described on the attached, Exhibit "A".	
<b>FINANCIAL IMPACT:</b> Revenue of \$525.00 per month to be credited to General Fund Account No. 101-0000-361-2013.	
<b>COMMITTEE RECOMMENDATION:</b>  N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this Ordinance.

**ORDINANCE NO. 2009-O-108**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL OF A LEASE WITH WEBB COUNTY FOR ITS HEADSTART PROGRAM FOR THE RENTAL OF THE PARCEL DESCRIBED AS LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 1302, EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, LOCATED AT 2400 S. JARVIS AVENUE FOR A TERM OF TWO (2) YEARS, EFFECTIVE JUNE 1, 2009, AT A MONTHLY RENT OF \$525.00 AND THE FORM OF SAID LEASE IS ATTACHED AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE. THIS IS THE SITE OF THE TATANGELO HEADSTART CENTER.

**WHEREAS**, Webb County wishes to renew the lease of that parcel of land legally described as Lots 7, 8, 9, 10, 11 and 12, Block 1302, Eastern Division, City of Laredo, which it wishes to continue to use as part of its Headstart Program (The Tatangelo Center); and,

**WHEREAS**, Webb County requests that the new lease continue on the same terms and conditions as the lease which recently has ended, including continuation of the monthly rent of \$525.00; and,

**WHEREAS**, the Headstart Program directly serves the economically distressed areas of the community; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Laredo and its citizens to execute a new Lease Agreement with Webb County as described on attached, Exhibit "A".

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

1. It approves of the lease to Webb County for its Headstart Program, of the parcel of land legally described as Lots 7, 8, 9, 10, 11 & 12, Block 1302, Eastern Division, City of Laredo, Webb County, Texas, located at 2400 S. Jarvis Avenue for a term of two (2) years, effective June 1, 2009, and monthly rent of \$525.00 and the form of said lease is attached as Exhibit "A." This is the site of the Tatangelo Headstart Center.

2. The City Manager is authorized to execute the said lease, which will take effect as and from June 01, 2009.
3. This Ordinance shall become effective upon passage thereof.

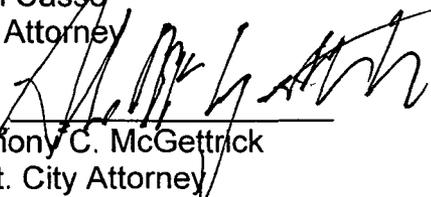
PASSED AND APPROVED BY THE CITY COUNCIL AND THE MAYOR OF  
THE CITY OF LAREDO ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
RAUL G. SALINAS  
Mayor

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA, JR.  
City Secretary

APPROVED AS TO FORM:  
Raul Casso  
City Attorney

BY:   
\_\_\_\_\_  
Anthony C. McGettrick  
Asst. City Attorney

## LEASE AGREEMENT

**THIS AGREEMENT** is made effective June 1, 2009, by and between the CITY OF LAREDO, a municipal corporation hereinafter, called "Lessor," as approved by Ordinance No. \_\_\_\_\_, and WEBB COUNTY, for and on behalf of its Head Start Program hereinafter, called "Lessee".

Lessor, for and in consideration of the rent hereinafter, specified to be paid by Lessee and the covenants and agreements hereinafter, contained by the Lessee to be kept and performed, leases to Lessee, the following property:

***Lots 7, 8, 9, 10, 11 & 12, Block 1302, Eastern Division, City of Laredo,  
Webb County, Texas***

for use of Lessee as the *Tantangelo Head Start Center* at 2400 South Jarvis on the following terms and conditions:

1. **TERM, OPTION & HOLDING OVER:** The term of this lease shall be for two years beginning on June 1, 2009. Lessor also grants Lessee an option to renew this lease for an additional two year period, provided that Lessee gives Lessor written notice, that it wishes to exercise said option, not less than thirty days prior to the expiration of the primary term. Any holding over after the expiration of the term of the lease, [or after expiration of term of lease as renewed, if it is renewed] shall be from month-to-month.
2. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said land the sum of FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00) per month, due and payable upon the first day of each month, commencing June 1, 2009.
3. **PURPOSES:** Said premises should be used by the Lessee to provide such services as the Head Start Program for Child Development.
4. **IMPROVEMENTS:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit existing premises; provided however, that no change, alteration or improvement may be made without the prior written approval of the City Manager; and all permanent buildings, fixtures and improvements of every kind and nature, whatever installed by the Lessee shall remain the property of Lessor. Any improvements not permanent in nature made by Lessee can be removed in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same, in the event that Lessee shall fail to remove said buildings, fixtures and improvements after receipt of notice from Lessor. Lessor may remove the same and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not



removed by Lessee, for the sum of ONE DOLLAR (\$1.00). Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided that Lessee will pay Lessor upon demand the cost of such removal plus the cost of transportation and disposition, thereof.

5. **RESERVATIONS BY LESSOR:** The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have the right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility lines either by itself or by its licensees or franchises in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchises will be done with an effort to minimize any damage to or interference with any improvements hereinafter, installed on the leased premises by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee, for any damage to the leased premises or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.
6. **RESERVATIONS BY LESSEE:** The Lessee reserves the right to terminate this lease at any time after giving written notice to the Lessor in accordance with notice provisions set forth in Paragraph 12.
7. **REPAIRS – MAINTENANCE :** Lessee represents that Lessee has inspected and examined the leased premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense and agrees to keep said premises safe and in good order and condition at all times during the term hereof, and maintain seeded and/or sodded and well watered and mowed all those areas where erosion could occur, and upon termination of this lease, the Lessee will quit and surrender possession of said premises quietly and peacefully; Lessee further agrees to lease said premises free from all nuisance and dangerous and defective conditions.
8. **ASSIGNMENT AND MORTGAGE:** Neither the leased premises nor any portion thereof, shall be sublet nor shall this lease or any interest therein, be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sub lessee, mortgagee or pledgee.
9. **LIABILITY:** To the extent permitted by the Laws and Constitution of the State of Texas and with the mutual understanding that Lessee is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding the Lessee's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving the Lessee's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Lessee shall

defend, indemnify and hold harmless Lessor, and all its officers, agents, employees and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or less, theft, damage to or destruction of property of whatever kind or nature sustained by any person or property on account of any intentional or negligent act committed by Webb County, its agents or employees, arising out of the performance of the services to be rendered under this contract. Lessee agrees to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to any one person, and Five Hundred Thousand Dollars (\$500,000.00) for damages for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to property, and shall keep the same in force during the term of the lease.

10. **TERMINATION BY LESSOR:** Lessor may terminate this lease at any time by serving upon Lessee in the manner hereinafter, provided in Paragraph 12, a written notice of its election so to terminate, which said notice shall be served at least 60 days prior to the date in said notice named for such termination.

11. **DEFAULT:** In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein, agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease within a 60-day notice and Lessor may enter upon said premises and remove all persons and property there from; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees.

12. **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 delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee as follows:

To Lessee: Danny Valdez  
County Judge  
County Court House  
1000 Houston St.  
Laredo, Texas 78040

To Lessor: Carlos Villarreal  
City Manager  
City Hall  
1110 Houston St.  
Laredo, Texas 78040

13. **WAIVER:** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

14. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.
  
15. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees may enter upon said premises at any time during the life of this lease for the purpose of inspection and for the purposes stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum interference with the use of the property by the Lessee.
  
16. **MECHANIC'S LIENS:** Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased land.
  
17. **ENTIRE AGREEMENT:** This lease incorporates the entire agreement of the parties.
  
18. **NO WAIVER:** The failure on the part of either 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.
  
19. **COMPLIANCE WITH ALL LAWS:** The parties agree to comply with all applicable federal, state and local statutes, ordinances, rules and regulations with regard to the Head Start Program for which the leased premises are used by Lessee.

**SIGNED**, in duplicate originals, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF LAREDO**

By: \_\_\_\_\_  
 Carlos Villarreal  
 City Manager

**WEBB COUNTY**

By: \_\_\_\_\_  
 Danny Valdez  
 County Judge

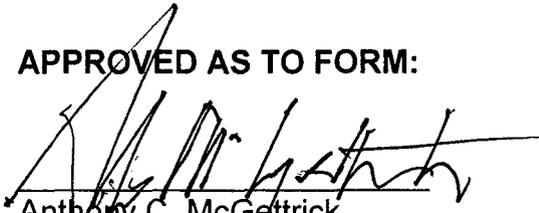
**CITY SECRETARY**

By: \_\_\_\_\_  
Gustavo Guevara, Jr.

**COUNTY CLERK**

By: \_\_\_\_\_  
Margie Ramirez Ibarra

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Anthony C. McGettrick  
Assistant City Attorney

\_\_\_\_\_  
Ana Laura Cavazos Ramirez  
Webb County Attorney

**COUNCIL COMMUNICATION**

<p><b>DATE:</b></p> <p align="center">07/06/09</p>	<p><b>SUBJECT: FINAL READING OF ORDINANCE NO. 2009-O-109</b>          AUTHORIZING THE CITY MANAGER TO CONVEY TO MARY FURRH GOMEZ, RAFAEL GOMEZ AND MOLLY E. GOMEZ, THE FOLLOWING TWO PARCELS:          1. THE FORMER STREET SECTION OF THURMAN STREET BETWEEN MEADOW AND MENDIOLA AVENUES, INCLUDING ITS INTERSECTION WITH MENDIOLA AVENUE, SHOWN AS TRACT E OF EXHIBIT A; PROVIDED HOWEVER, THAT THE CITY WILL RETAIN A FORTY-FOOT-WIDE SANITARY SEWER EASEMENT ON ACROSS SAID FORMER STREET SECTION; AND          2. THE FORMER STREET SECTION OF MENDIOLA AVENUE BETWEEN TINAJA AND PALO BLANCO STREETS; SHOWN AS TRACT F IN EXHIBIT A, IN EXCHANGE FOR THE FOLLOWING GREATER-SIZE, GREATER-VALUE, PROPERTIES TO BE CONVEYED BY MARY FURRH GOMEZ, RAFAEL GOMEZ &amp; MOLLY E. GOMEZ, TO THE CITY OF LAREDO:          1. LOTS 1 AND 8, BLOCK 1044,          2. LOT 8, BLOCK 1045, EASTERN DIVISION, CITY OF LAREDO &amp;          3. LOTS 3, 4, 5 AND 6, BLOCK 1047, EASTERN DIVISION, CITY OF LAREDO          WHICH LOTS ARE DEPICTED ON ATTACHED EXHIBIT B &amp;          APPROVING THE SUBMITTED POST-CLOSURE PROPERTY IMPROVEMENT PLAN DESCRIBED IN EXHIBIT C, WHICH IS IN COMPLIANCE WITH SECTION 10 OF THE STREET CLOSING/SALES POLICY HANDBOOK &amp; PROVIDING FOR AN EFFECTIVE DATE.</p>
<p><b>INITIATED BY:</b>          Cynthia Collazo          Deputy City Manager</p>	<p><b>STAFF SOURCE:</b>          Ronnie Acosta.          CD Director</p>
<p><b>PREVIOUS COUNCIL ACTION:</b>          On June 22, 2009, the City Council introduced this ordinance.</p>	
<p><b>BACKGROUND:</b>          On December 15, 2008, per Ordinance 2008-O-251, the City Council closed as public easements the following street sections: Mendiola Avenue between Tinaja and Palo Blanco Streets, and Thurman Street between Meadow and Mendiola Avenues, including its intersection with Mendiola Avenue and the east one-half of Norton Street between Meadow and Seymour Avenues.</p> <p>Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez, the sole abutting property owners of the above-mentioned closed street sections, have requested that the City of Laredo convey to them those Mendiola and Thurman former street right-of-way tracts, in exchange for the following properties: Lots 1 and 8, Block 1044, Lot 8, Block 1045, and Lots 3, 4, 5 and 6, Block 1047, all being situated in the Eastern Division, City of Laredo, Webb County, Texas.</p> <p>Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez are willing to convey their aggregate greater-size, greater-value, (\$25,656.00) properties, in exchange for the City of Laredo's aggregate lesser-size, lesser-value (\$25,183.00) properties.</p> <p>In accordance with Section 10 of the Street Closing/Sales Policy Handbook, that requires the buyer to submit a Property Improvement Plan for the former street right-of-way when the proposed use is for commercial purposes; the Gomez family has submitted the Crystal River Plaza Master Plan, which has been deemed to be acceptable.</p>	
<p><b>FINANCIAL IMPACT:</b>          Fixed Asset Account No. 991-0000-161-0000, Land</p>	
<p><b>COMMITTEE RECOMMENDATION:</b>          None</p>	<p><b>STAFF RECOMMENDATION:</b>          That the approval be introduced</p>

**ORDINANCE NO. 2009-O-109**

AUTHORIZING THE CITY MANAGER TO CONVEY TO MARY FURRH GOMEZ, RAFAEL GOMEZ AND MOLLY E. GOMEZ, THE FOLLOWING TWO PARCELS:

1. THE FORMER STREET SECTION OF THURMAN STREET BETWEEN MEADOW AND MENDIOLA AVENUES, INCLUDING ITS INTERSECTION WITH MENDIOLA AVENUE, SHOWN AS TRACT E OF EXHIBIT A; PROVIDED HOWEVER, THAT THE CITY WILL RETAIN A FORTY-FOOT-WIDE SANITARY SEWER EASEMENT ACROSS SAID FORMER STREET SECTION; AND  
2. THE FORMER STREET SECTION OF MENDIOLA AVENUE BETWEEN TINAJA AND PALO BLANCO STREETS; SHOWN AS TRACT F IN EXHIBIT A,  
IN EXCHANGE FOR THE FOLLOWING PROPERTIES TO BE CONVEYED BY MARY FURRH GOMEZ, RAFAEL GOMEZ & MOLLY E. GOMEZ, TO THE CITY OF LAREDO:

1. LOTS 1 & 8, BLOCK 1044,
2. LOT 8, BLOCK 1045, EASTERN DIVISION, CITY OF LAREDO; AND,
3. LOTS 3, 4, 5 & 6, BLOCK 1047, EASTERN DIVISION, CITY OF LAREDO

WHICH LOTS ARE DEPICTED ON ATTACHED EXHIBIT B; AND,  
APPROVING THE SUBMITTED POST-CLOSURE PROPERTY IMPROVEMENT PLAN DESCRIBED IN EXHIBIT C, WHICH IS IN COMPLIANCE WITH SECTION 10 OF THE STREET CLOSING/SALES POLICY HANDBOOK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by virtue of Original Land Grant from the Crown of Spain to the City of Laredo, fee simple title to certain streets is vested in the City of Laredo; and,

WHEREAS, Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez, the sole abutting property owners of the above-mentioned street sections, requested that the City of Laredo convey to them only the Mendiola and Thurman former street right-of-way tracts, in exchange for the following properties: Lots 1 and 8 Block 1044, Lot 8, Block 1045, and Lots 3, 4, 5 and 6, Block 1047, all being situated in the Eastern Division, City of Laredo, Webb County, Texas; and,

WHEREAS, on December 15, 2008, per Ordinance 2008-O-251, the City Council closed as public easements, the following street sections: Mendiola Avenue between Tinaja and Palo Blanco Streets and Thurman Street between Meadow and Mendiola Avenues, including its intersection with Mendiola Avenue and the east one-half of Norton Street between Meadow and Seymour Avenues; and,

WHEREAS, Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez, as the sole abutting property owners are entitled to either purchase or offer the City of Laredo an exchange of land for the above-mentioned former street right-of-way sections; and,

WHEREAS, the City of Laredo will retain a forty-foot wide Sanitary Sewer Easement on that former street section of Thurman Street between Mendiola and Meadow Avenues; and,

WHEREAS, Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez, are willing to convey to the City of Laredo a greater size and greater value the following properties; legally described as Lots 1 and 8, Block 1044, Lot 8, Block 1045, and Lots 3, 4, 5 and 6, Block 1047, all situated in the Eastern Division, City of Laredo, Webb County, Texas, as described in attached Exhibit "B", in exchange for lesser aggregate size and lesser aggregate value of two former street right-of-way sections as described on attached Exhibit "A"; and,

WHEREAS, it is in the best interest of City of Laredo to exchange the above-mentioned former streets, to Mary Furrh Gomez, Rafael Gomez and Molly E. Gomez for their conveyance to the City of Laredo the above-mentioned platted Gomez's properties.

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

**Section 1** It hereby authorizes the City Manager to convey to Mary Furrh Gomez, Rafael Gomez & Molly E. Gomez, the "Surface Only" of the following two properties:

1. that former street section of Thurman Street between Meadow and Mendiola Avenues, including its intersection with Mendiola Avenue, shown as Tract E on Exhibit A, provided however, that the City of Laredo will retain a forty-foot (40') wide sanitary sewer easement across said former street section; and
2. that former street section of Mendiola Avenue between Tinaja and Palo Blanco Streets, shown as Tract F on Exhibit A.

In exchange for the conveyance by Mary Furrh Gomez, Rafael Gomez & Molly E. Gomez to the City of Laredo, the "Surface Only" of the following properties:

- a. Lots 1 and 8, Block 1044, Eastern Division, City of Laredo
- b. Lot 8, Block 1045, Eastern Division, City of Laredo, &
- c. Lots 3, 4, 5, & 6, Block 1047, Eastern Division, City of Laredo,  
Shown on Exhibit B and

**Section 2:** approving the submitted post-closure property Improvement Plan described on Exhibit C, which is in compliance with Section 10 of the Street Closing/Sales Policy Handbook, and

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

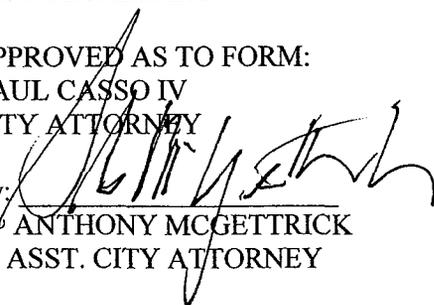
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_ DAY OF June, 2009.

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

ATTEST:

\_\_\_\_\_  
GUSTAVO GUEVARA  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO IV  
CITY ATTORNEY

By:   
ANTHONY MCGETTRICK  
ASST. CITY ATTORNEY

TINAJA ST.

EAST 55.56'

40' WIDE  
UTILITY EASEMENT

Block 1030

LEGEND

- SIP SET IRON PIN
- FIP FOUND IRON PIN
- D.R.W.C.T. DEED RECORDS WEBB COUNTY TEXAS.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS.

Block 1031

OWNER OF BLOCKS 1030, 1031, 1032 & 1033 E.D.;  
 MARY M. FURRH, MARY F. GOMEZ AND RAFAEL GOMEZ,  
 AS PER DEED RECORDED IN VOL. 133, PGS. 518-519,  
 D.R.W.C.T.; DEED OF GIFT RECORDED IN VOL. 895,  
 PGS. 830-833, O.P.R.W.C.T.; DEED OF GIFT RECORDED  
 IN VOL. 551, PGS. 181-182, O.P.R.W.C.T.

TRACT F - Area = 15,433.46 sq.ft.

NORTH - 277.78'

SOUTH - 277.78'

POINT-OF-BEGINNING FOR TRACT F  
 THE SOUTHWEST CORNER OF BLOCK 1030, EASTERN  
 DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS.

PALO BLANCO ST.

WEST 55.56'

REFERENCE POINTS:

1. IP at southeast corner of Block No. 1029.
2. IP at southwest corner of Block No. 1029.
3. IP at northeast corner of Block No. 1028.

Block 1045

MEADOW AVE.

Block 1032

MENDIOLA AVE.

OWNER OF TRACTS A, B & D:  
 MARY FURRH GOMEZ, MOLLY E. GOMEZ AND  
 RAFAEL GOMEZ,  
 AS PER WARRANTY DEED RECORDED IN VOL.  
 1248, PGS. 763-775,  
 O.P.R.W.C.T.

Block 1029

EASEMENT TRACT  
 A 40' WIDE UTILITY EASEMENT  
 AREA = 2,798.00 sq.ft.

THURMAN ST.

NORTH 55.56'

TRACT E - Area = 18,520.37 sq.ft.

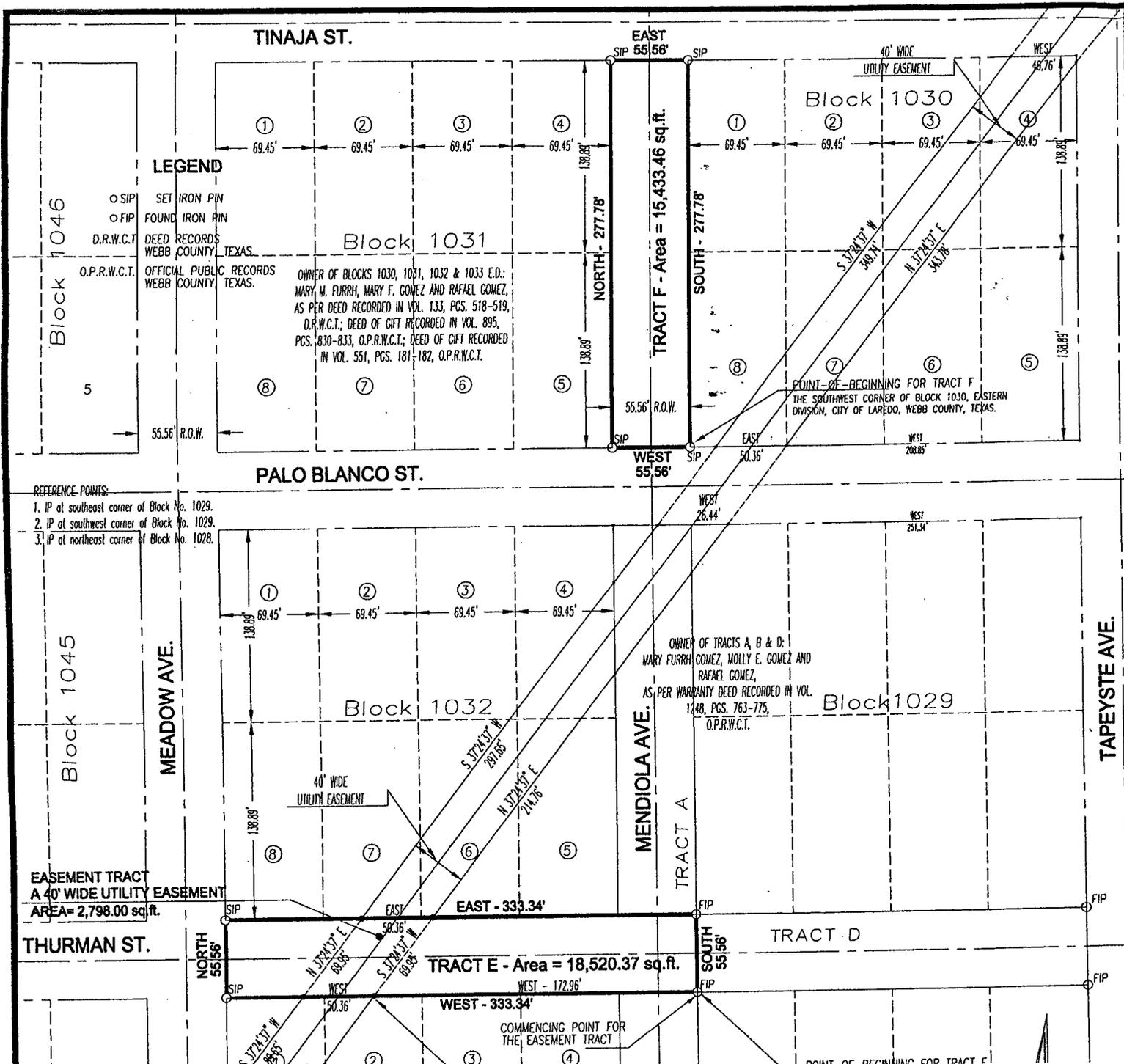
SOUTH 55.56'

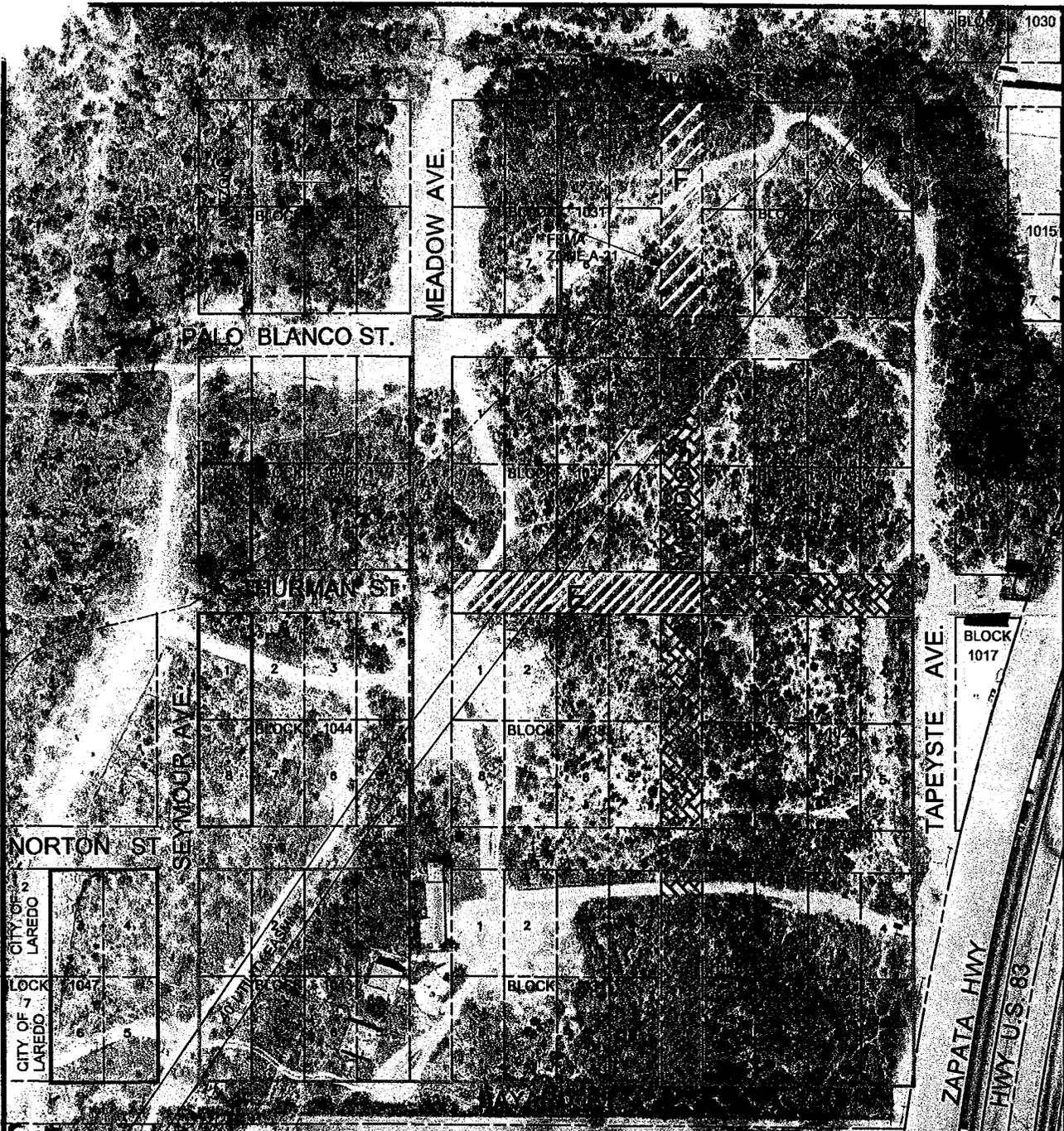
TRACT D

COMMENCING POINT FOR  
 THE EASEMENT TRACT

POINT OF BEGINNING FOR TRACT E

TAPESTE AVE.





-  FORMER STREET BEEN PROPOSED FOR EXCHANGE TO GOMEZ FAMILY
-  STREET CONVEYED BY CITY OF LAREDO TO THE GOMEZ FAMILY AS PER ORDINANCE # 2002-0-160
-  GOMEZ TRACTS BEING PROPOSED FOR EXCHANGE FOR CITY STREETS
-  CRYSTAL RIVER PLAZA DEVELOPMENT AREA



SACRED HEART CHILDREN'S HOME

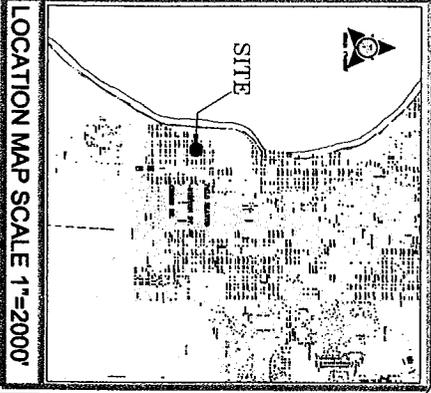
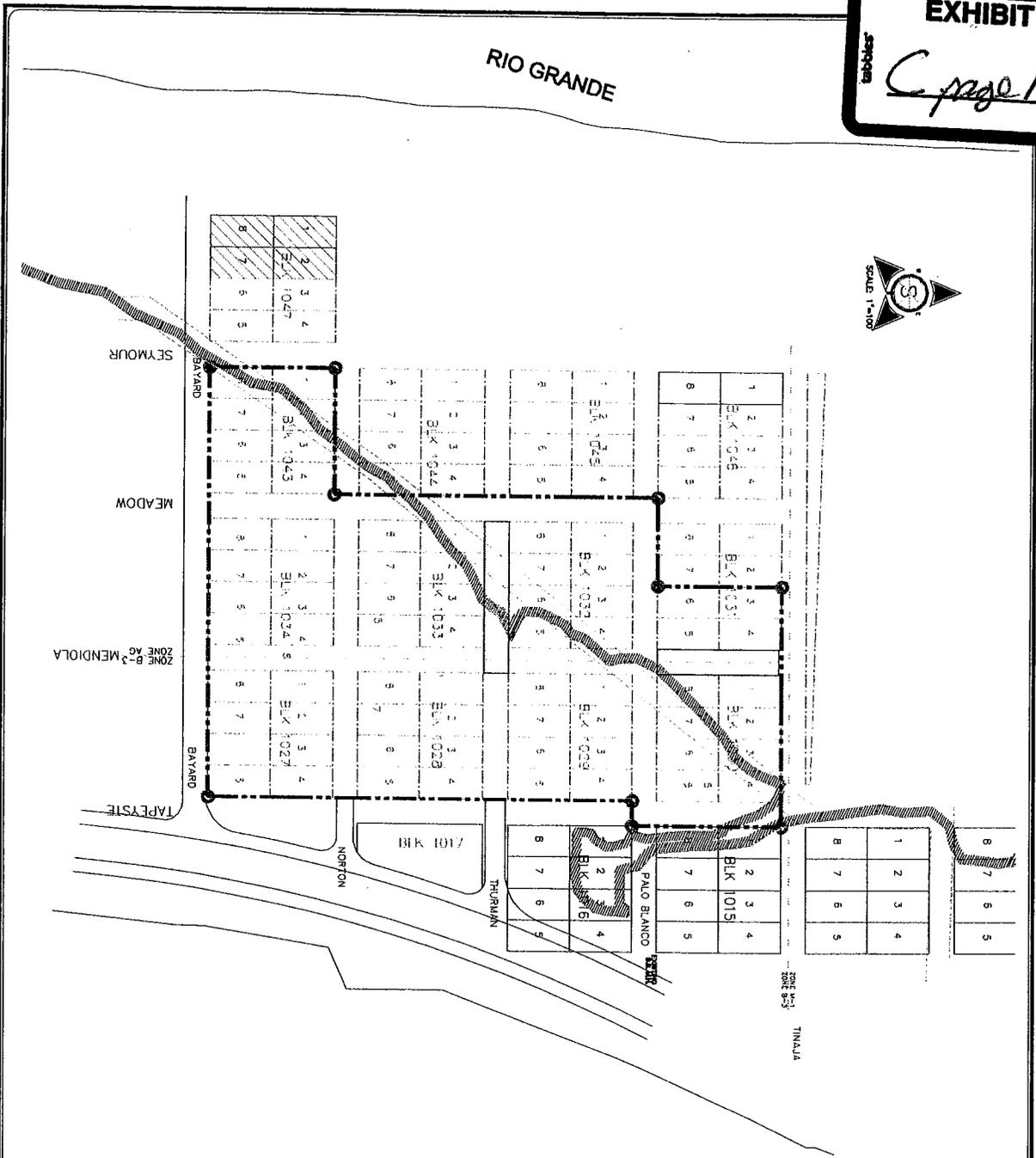
**CITY OF LAREDO**  
ENGINEERING DEPARTMENT

1110 HOUSTON ST.  
(956) 791-7346

LAREDO, TX. 78040  
(FAX) (956) 791-7496

EXHIBIT

B



PROJECT NO.	114
DATE	11/11/11
DESIGNED BY	SA
DRAWN BY	SA
CHECKED BY	SA
APPROVED BY	SA
SCALE	AS SHOWN
PROJECT NUMBER	114
DATE	11/11/11

**SHEET NAME:**  
 CRYSTAL RIVER PLAZA  
 MASTER PLAN  
 ( ROW TO BE ACQUIRED )

**DEVELOPER/OWNER:**  
 MR. RAFAEL GOMEZ &  
 MRS. MARY FURRH GOMEZ  
 P. O. BOX 681434  
 San Antonio, Texas 78268-1434

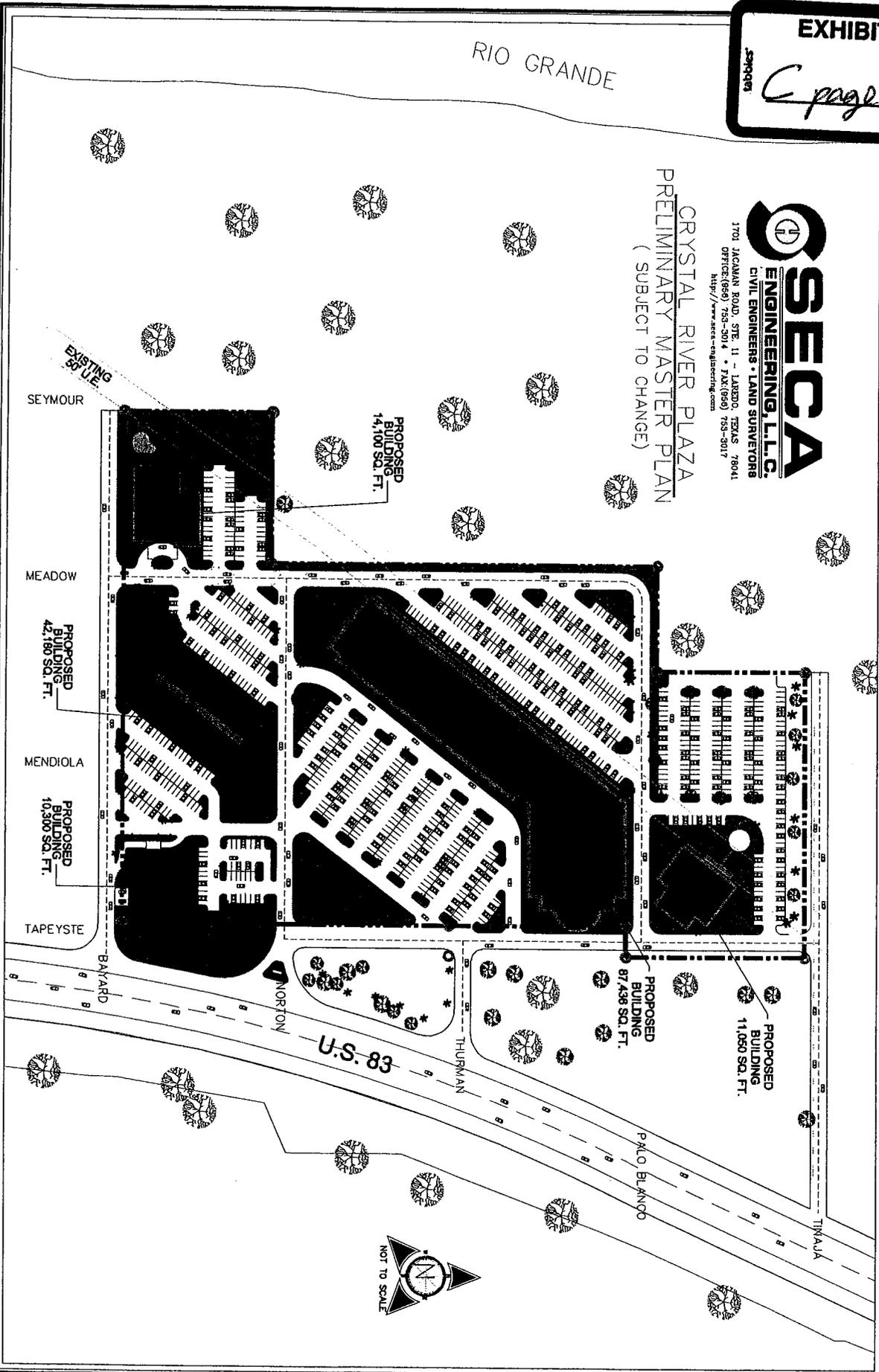
**SECA**  
 ENGINEERING, L.L.C.  
 CIVIL ENGINEERING - LAND SURVEYING  
 1705 ARCADE BLVD, STE 11 - LARSON, TEXAS 78148  
 WWW.SECAENGINEERING.COM

**ENGINEER:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



1701 JACKMAN ROAD, STE. 11 - LARDO, TEXAS 78041  
OFFICE (956) 753-5014 • FAX (956) 753-5017  
<http://www.seca-engineering.com>

CRYSTAL RIVER PLAZA  
PRELIMINARY MASTER PLAN  
(SUBJECT TO CHANGE)





CITY OF LAREDO  
ENGINEERING DEPARTMENT

TRACT E  
A 18,520.37 SQ.FT. TRACT OF LAND OUT OF  
THURMAN ST. RIGHT-OF-WAY BETWEEN MENDIOLA AVE. AND MEADOW AVE.

A 18,520.37 sq.ft. tract of land out of Thurman Street right-of-way between the east right-of-way of Mendiola Avenue and the east right-of-way of Meadow Avenue, as recorded in volume 7, page 15, Plat Records of Webb County, Texas, in the Eastern Division, City of Laredo, Webb County, Texas; said 18,520.37 sq.ft. tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin on the northwest corner of Block No. 1028, for the **POINT-OF-BEGINNING** hereof;

**THENCE, WEST**, along the south right-of-way of Thurman Street, a distance of 333.34 feet to a set iron pin on the northwest corner of Block No. 1033, for an exterior corner and point of deflection to the right;

**THENCE, NORTH**, along the east right-of-way line of Meadow Avenue, a distance of 55.56 feet to a set iron pin on the southwest corner of Block No. 1032, for an exterior corner and point of deflection to the right;

**THENCE, EAST**, along the north right-of-way of Thurman Street, a distance of 333.34 feet to a found iron pin on the southwest corner of Block No. 1029, for an exterior corner and point of deflection to the right;

**THENCE, SOUTH**, along the east right-of-way line of Mendiola Avenue, a distance of 55.56 feet to the **POINT-OF-BEGINNING** of this tract of land, containing 18,520.37 sq.ft. in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 3<sup>rd</sup>, 2009.

WITNESS MY HAND AND SEAL THIS 4th. DAY OF JUNE, 2009.

ROGELIO RIVERA, P.E., CITY ENGINEER  
R.P.L.S. Texas No. 3052





**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**

**TRACT F**  
**A 15,433.46 SQ.FT. TRACT OF LAND OUT OF**  
**MENDIOLA AVE. RIGHT-OF-WAY BETWEEN PALO BLANCO ST. AND TINAJA ST.**

A 15,433.46 sq.ft. tract of land out of Mendiola Avenue right-of-way between the north right-of-way of Palo Blanco Street and the south right-of-way of Tinaja Street, as recorded in volume 7, page 15, Plat Records of Webb County, Texas, in the Eastern Division, City of Laredo, Webb County, Texas; said 15,433.46 sq.ft. tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a set iron pin on the southwest corner of Block No. 1030, for the **POINT-OF-BEGINNING** hereof;

**THENCE, WEST**, along the north right-of-way of Palo Blanco Street, a distance of 55.56 feet to a set iron pin on the southeast corner of Block No. 1031, for an exterior corner and point of deflection to the right;

**THENCE, NORTH**, along the west right-of-way line of Mendiola Avenue, a distance of 277.78 feet to a set iron pin on the northeast corner of said Block No. 1031, for an exterior corner and point of deflection to the right;

**THENCE, EAST**, along the south right-of-way of Tinaja Street, a distance of 55.56 feet to a set iron pin on the northwest corner of said Block No. 1030, for an exterior corner and point of deflection to the right;

**THENCE, SOUTH**, along the east right-of-way line of Mendiola Avenue, a distance of 277.78 feet to the **POINT-OF-BEGINNING** of this tract of land, containing 15,433.46 sq.ft. in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 3rd., 2009.

**WITNESS MY HAND AND SEAL THIS 4th. DAY OF JUNE, 2009.**

**ROGELIO RIVERA, P.E., CITY ENGINEER**  
**R.P.L.S. Texas No. 3052**





**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**

**EASEMENT TRACT**  
**A 2,798.00 SQ.FT. TRACT OF LAND**  
**FOR A 40 FOOT WIDE UTILITY EASEMENT**

A 2,798.00 sq.ft. tract of land for a 40 foot wide utility easement, out of Thurman Street right-of-way between the east right-of-way of Mendiola Avenue and the east right-of-way of Meadow Avenue, as recorded in volume 7, page 15, Plat Records of Webb County, Texas, in the Eastern Division, City of Laredo, Webb County, Texas; said 2,798.00 sq.ft. tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin on the northwest corner of Block No. 1028;

**THENCE, WEST**, along the south right-of-way of Thurman Street, a distance of 172.96 feet to the **POINT-OF-BEGINNING** hereof;

**THENCE, WEST**, continuing along the south right-of-way of Thurman Street, a distance of 50.36 feet for an exterior corner and point of deflection to the right;

**THENCE, N37°24'37"E**, a distance of 69.95 feet to a point on the north right-of-way of Thurman St., for an exterior corner and point of deflection to the right;

**THENCE, EAST**, along the north right-of-way of Thurman Street, a distance of 50.36 feet to a point for an exterior corner and point of deflection to the right;

**THENCE, S37°24'37"W**, a distance of 69.95 feet to the **POINT-OF-BEGINNING** of this tract of land, containing 2,798.00 sq.ft. in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 3rd., 2009.

**WITNESS MY HAND AND SEAL THIS 4th. DAY OF JUNE, 2009.**

  
\_\_\_\_\_  
ROGELIO RIVERA, P.E., CITY ENGINEER  
R.P.L.S. Texas No. 3052



**COUNCIL COMMUNICATION**

<b>DATE:</b>  7-06-2009	<b>FINAL READING OF ORDINANCE NO. 2009-0-110</b>  CHANGING FROM 2010 FORWARD, THE DATE OF THE MUNICIPAL ELECTION WHICH IS HELD IN EACH EVEN NUMBERED YEAR, FROM THE FIRST SATURDAY IN MAY TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER COMMENCING IN 2010; SO THAT THE ELECTION THAT WOULD OTHERWISE BE HELD ON MAY 1, 2010, IS HEREBY CHANGED TO NOVEMBER 2, 2010; AND THE CITY SECRETARY IS DIRECTED TO TAKE ALL NECESSARY ACTION TO ACCORD THE SAID ELECTION WITH THE POLITICAL SUBDIVISIONS WHO CURRENTLY HAVE THEIR REGULAR ELECTIONS ON THE FIRST TUESDAY AFTER THE FIRST MONDAY OF NOVEMBER; PROVIDING FOR PUBLICATION; AND PROVIDING FOR EFFECTIVE DATE.
<b>INITIATED BY:</b> Carlos Villarreal City Manager	<b>STAFF SOURCE:</b> Raul Casso City Attorney
<b>PREVIOUS ACTION:</b> Ordinance was introduced on 6-22-2009	
<b>BACKGROUND:</b>	
<b>FINANCIAL:</b>	
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Passage of the ordinance

ORDINANCE NO. 2009-0-110

CHANGING FROM 2010 FORWARD, THE DATE OF THE MUNICIPAL ELECTION WHICH IS HELD IN EACH EVEN NUMBERED YEAR, FROM THE FIRST SATURDAY IN MAY TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER COMMENCING IN 2010; SO THAT THE ELECTION THAT WOULD OTHERWISE BE HELD ON MAY 1, 2010, IS HEREBY CHANGED TO NOVEMBER 2, 2010; AND THE CITY SECRETARY IS DIRECTED TO TAKE ALL NECESSARY ACTION TO ACCORD THE SAID ELECTION WITH THE POLITICAL SUBDIVISIONS WHO CURRENTLY HAVE THEIR REGULAR ELECTIONS ON THE FIRST TUESDAY AFTER THE FIRST MONDAY OF NOVEMBER; PROVIDING FOR PUBLICATION; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Texas Election Code, Section 41.0052(a), by recent amendment, authorizes the City Council, if it wishes, to change the date of its regular municipal elections from the current date of the first Saturday in May, to another uniform election date listed in Section 41.001 of the Election Code; and

WHEREAS, the City Council deems it appropriate to change the present date of its regular municipal elections from the first Saturday in May, to the uniform election date of the first Tuesday after the first Monday in November; and

WHEREAS, in order to defray the costs of municipal elections and to encourage Better involvement of the voters, the City Council finds that this change will cause the municipal elections to coincide with the date of election for other local, state and federal Offices, held on such date on every even-dated year.

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

**Section 1:** The date of the municipal election which is held in each even numbered year, is changed from the first Saturday in May to the first Tuesday after the first Monday in November, commencing in 2010;

**Section 2:** Accordingly the first municipal election under this change will take place on November 2, 2010, instead of May 1, 2010.

**Section 3:** The City Secretary is directed to take all necessary actions to effectuate this change in date of municipal election with the other political subdivisions having elections on the same date, and with the County Elections Administrator.

**Section 4:** This Ordinance shall be published once in accordance with the requirements of Section 2.09(D) of the Charter

**Section 5:** This ordinance shall take effect from and after the date of publication specified in Section 4.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

**ATTEST:**

\_\_\_\_\_  
GUSTAVO GUEVARA  
City Secretary

**APPROVED AS TO FORM:**

By:   
RAUL CASSO  
CITY ATTORNEY



ORDINANCE NO. 2009-0-111

AMENDING SECTIONS 19-362 & 19-601 OF THE CODE OF ORDINANCES IN ORDER TO TEMPORARILY ALLOW, THAT IS, UNTIL SEPTEMBER 30, 2009:

1. FREE PARKING FOR PASSENGER VEHICLES FOR THE FIRST HOUR OF PARKING AT EACH OF THE FOLLOWING THREE LOCATIONS: (a) RIVERSIDE PARKING LOT; (b) ZARAGOZA PARKING LOT; & (c) TRANSIT CENTER; AND
2. TO ALLOW ALL DAY PARKING FOR \$1.00 PER DAY FOR DOWNTOWN EMPLOYEES AT THE FOLLOWING TWO LOCATIONS: (a) RIVERSIDE PARKING LOT & (b) ZARAGOZA PARKING LOT PROVIDING THAT THESE TEMPORARY CHANGES WILL END ON SEPTEMBER 30, 2009; DIRECTING THE TRAFFIC DIRECTOR TO IMPLEMENT THESE TEMPORARY CHANGES; AND DIRECTING THE CITY MANAGER TO MAKE A REPORT TO THE CITY COUNCIL BEFORE SEPTEMBER 30, 2009 ON THESE TEMPORARY CHANGES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR EFFECTIVE DATE;

WHEREAS, the City Council finds it necessary and appropriate to provide for free parking for the first hour for passenger vehicles in the following three city parking lots: Riverside and Zaragoza and the Transit Center; and to provide for one dollar a day parking for downtown employees at Riverside and Zaragoza, a to facilitate an increase in the number of residents and tourists to do their shopping in the downtown area; and

WHEREAS, in its proprietary function as owner of the three parking lots the City Council deems that the reduction in revenue from those these temporary changes should be tested against the benefits to the downtown area anticipated from them.; and

WHEREAS, the City Council finds that this temporary reduction will facilitate an increase in shopping in the downtown area, and considers a trial period for this reduction should be until the end of the fiscal year, namely, September 30, 2009

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

**Section 1** Section 19-362 and Section 19-601 of Chapter 19 of the Code of Ordinances be and are hereby amended to read as follows:

**Chapter 19**

**Section 19-362. City Owned parking lot rates and hours of operation**

- (a) Unless otherwise provided for, the hours of operations for all city owned parking lots within the central business district shall be between the hours of 8:00 a.m. and 6:00 p.m. Central Standard time or other standard time

established or proclaimed by the United States for an area including the city, except Sundays and holidays, additionally that within the meaning of this section the term "holiday" shall include the following days only: the first day of January, the Fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving, and all other holidays observed by the city.

(b) The rate for passenger vehicles at the Riverfront Parking lot shall be one dollar (\$1.00) for hourly parking; provided, however, that until September 30, 2009, the first hour of parking shall be free; and provided, moreover, that until September 30, 2009, downtown employees may park at a daily parking rate of one dollar (\$1.00). The rate for long-term parking for passenger vehicles at the riverfront parking lot shall be eight dollars (\$8.00) per day. The parking rate for tractors and recreational vehicles at the riverfront parking lot shall be two dollars (\$2.00) per hour for hourly parking with a maximum of ten dollars (\$10.00) per day. Tractor-trailer combinations are prohibited in the parking lot. The parking rate for buses at the riverfront parking lot shall be four dollars (\$4.00) per hour for hourly parking with the maximum of twenty dollars (\$20.00) per day. The riverfront parking lot shall be operated twenty-four (24) hours three hundred sixty-five (365) days a year. An eight-dollar fee per day will be charged for any lost parking ticket for passenger vehicles. A ten-dollar fee per day will be charged for any lost parking ticket for tractors and recreational vehicles. A twenty-dollar fee per day will be charged for any lost parking ticket for buses.

(c) The parking rates for all of the newly-acquired city owned parking lots are hereby established as follows:

- (1) Two dollars (\$2.00) per hour for hourly parking and ten dollars (\$10.00) maximum daily rate, where available, for all parking lots established within the following boundaries: Water Street on the south, Matamoros Street on the north, Santa Maria Avenue on the west and San Bernardo on the east; except that for Zaragoza Parking Lot, until September 30, 2009, the first hour of parking shall be free, and, until September 29, 2009, downtown employees may park at a daily parking rate of one dollar (\$1.00).
- (2) One dollar seventy-five cents (\$1.75) per hour for hourly parking and eight dollars (\$8.00) maximum daily rate, where available, for all parking lots established within parking lot zone B, as identified on exhibit II, bounded by Matamoros Street on the south, Moctezuma Street on the north, Santa Maria Avenue on the west and San Bernardo on the east.

(3) One dollar twenty-five cents (\$1.25) per hour for hourly parking and six dollars (\$6.00) maximum daily rate, where available, for all other parking lots established within the vicinity of the central business district.

(d) Monthly parking rates for all city-owned parking lots within the vicinity of the central business district, which excludes those parking lots that are operated with the use of parking meters and that apply only to passenger-vehicle parking spaces shall be forty dollars (\$40.00) per month per parking space for all parking lots, except the Hamilton Parking Garage whose rate shall be sixty dollars (\$60.00) per month. The parking division shall have the authority to limit the amount of parking spaces that are utilized for monthly parking at any of the city-owned parking lots.

**Division 4. Transit Center**  
**Section 19-601. Parking Rates**

- (a) The rate of daily parking at the Laredo Transit Center, 1300 Farragut Street, Laredo, Texas, shall be two dollars (\$2.00) per hour or portion thereof, subject to a daily maximum of sixteen dollars, and provided that, until September 30, 2009, the first hour of parking by any driver shall be free. The rate for overnight parking shall be sixteen dollars (\$16.00) per night. The rate for monthly contract parking shall be sixty dollars (\$60.00). Thirty dollars (\$30.00) 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) ....unchanged  
(c) .....unchanged  
(d) ....unchanged  
(e) ....unchanged  
(f) ...unchanged  
(g) ....unchanged

**Section 2:** These changes to the parking rates at the said three parking lots are temporary and will be effective until September 30, 2009.

**Section 3:** The Traffic Director is directed to take all necessary actions to effectuate these temporary changes to September 30, 2009, at the said three parking lots.

**Section 4:** The City Manager is directed to make a report to the City Council before the end of September 30, 2009 on whether the purpose for these changes has been achieved.

**Section 5:** This ordinance shall be published once in accordance with the requirements of Section 2.09(D) of the Charter

**Section 6:** This ordinance shall take effect from and after the date of publication specified in Section 5.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

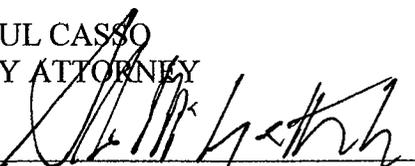
**ATTEST:**

\_\_\_\_\_  
GUSTAVO GUEVARA  
City Secretary

**APPROVED AS TO FORM:**

RAUL CASSO  
CITY ATTORNEY

By:

  
\_\_\_\_\_  
Anthony C. McGettrick  
Assistant City Attorney

### COUNCIL COMMUNICATION

<b>DATE:</b>  7/06/2009	<b>SUBJECT:</b> Resolution #2009-R-068  Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2010 through December 31, 2010. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2010 through December 31, 2010.
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Carlos R. Maldonado Chief of Police
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>ACTION PROPOSED:</b> That City Council pass this Resolution.	
<b>BACKGROUND:</b>  The City of Laredo has been the Grantee agency for the past eighteen years of the Laredo Police Multi-Agency Financial Disruption Task Force and The Drug Related Public Corruption Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.  Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).	
<b>FINANCIAL:</b> Financial Task Force \$736,104 Public Corruption \$ 99,916  See attachment	
<b>RECOMMENDATION:</b>	<b>STAFF:</b> Staff recommends that this Resolution be passed.

**Resolution 2009-R-068**

**Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2010 through December 31, 2010. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, travel and operating expenses from January 1, 2010 through December 31, 2010.**

**Whereas**, the City Council previously adopted the budget for fiscal year 2009-2010; and

**Whereas**, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

**Whereas**, the Chief of Police recommends that this award be accepted; and

**Whereas**, funds will be used to pay personnel salaries, for 7 investigators, 1 full time administrative assistant, 1 part time administrative assistant and travel; and

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

**Section 1: Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Disruption Task Force and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, overtime, travel and operating expenses from January 1, 2010 through December 31, 2010.**

**Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2010 through December 31, 2010.**

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

SWB South Texas  
FY 2010 Funding Request

<b>Laredo Financial Narcotics Enforcement Team</b>	<b>Investigation</b>
Initiative name	Initiative type
<b>City of Laredo</b>	<b>Laredo , Texas</b>
Award recipient	Award Recipient district, division
<b>Laredo Police Department</b>	<b>Laredo, Texas</b>
Resource recipient	Resource Recipient district, division
	Local FSL
	Local FSL

G10SS0001A

**A. Personnel**

Name/Position	Annual Salary	% Time	Subtotal	Total
LPD Investigator Jacobo Barrientos	67,932	1.00	67,932	
LPD Investigator Romy Mutuc	67,932	1.00	67,932	
LPD Investigator (DEA)	67,932	1.00	67,932	
LPD Financial Analyst Arcelia Gomez	46,592	1.00	46,592	
Webb Co. Sheriff's Investigator	49,068	1.00	49,068	
Webb Co. Sheriff's Investigator	49,068	1.00	49,068	
Zapata Co. Sheriff's Inv. Jhon Chambers	49,920	1.00	49,920	
Zapata Co. Sheriff's Inv. Hector Garcia	49,920	1.00	49,920	
Zapata Co. Admin Ass.	6,946	1.00	6,946	
				455,310

**B. Fringe Benefits**

Name/Position	Annual Amount	% Time	Subtotal	Total
LPD Investigator	20,380	1.00	20,380	
LPD Investigator	20,380	1.00	20,380	
LPD Investigator (DEA)	20,380	1.00	20,380	
LPD Financial Analyst	13,978	1.00	13,978	
Webb Co. Sheriff's Investigator	14,720	1.00	14,720	
Webb Co. Sheriff's Investigator	14,720	1.00	14,720	
Zapata Co. Sheriff's Investigator	16,171	1.00	16,171	
Zapata Co. Sheriff's Investigator	16,171	1.00	16,171	
Zapata Co. Admin Assist	1,902	1.00	1,902	
				138,802

**C. Overtime**

Position	# of Hours	Rate	Subtotal	Total
Investigative Law Enforc. Officer ( 7 )	1,500	35.00	52,500	
			0	
				52,500

**D. Travel**

<b>Purpose</b>	<b>Annual Amount</b>	<b>Subtotal</b>	<b>Total</b>
Administrative Travel	10,000	10,000	
Investigative/ Operational	6,500	6,500	
			16,500

**E. Facilities**

<b>Description</b>	<b># of Months</b>	<b>Monthly Rate</b>	<b>Subtotal</b>	<b>Total</b>
			0	
			0	
				0

**F. Services**

<b>Description and Quantity</b>	<b># of Months</b>	<b>Monthly Rate</b>	<b>Subtotal</b>	<b>Total</b>
T1 Connection	12	343	4,116	
Cell Phones	12	1,157	13,884	
Office Phones	12	500	6,000	
Shipping & postage	12	23	276	
Service Contracts( Vehicle Maintenance)	12	542	6,504	
Post Office	12	20	240	
				31,020

**G. Equipment**

<b>Description</b>	<b>Quantity (#)</b>	<b>Unit Price</b>	<b>Subtotal</b>	<b>Total</b>
			0	
			0	
				0

**H. Supplies**

<b>Description</b>	<b># of Months/Units</b>	<b>Rate</b>	<b>Subtotal</b>	<b>Total</b>
Fuel ( 7 Vehicles)	12	2,131	25,572	
Office Suplies	12	450	5,400	
				30,972

**I. Other**

Purpose	Annual Amount	Subtotal	Total
PE/PI/PS	5,000	5,000	
		0	
			5,000

<b>Total Budget</b>	<b>730,104</b>
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Note: Subtotals are rounded products of input figures.

# SWB South Texas FY 2010 Funding Request

<b>Laredo Financial Narcotics Enforcement Team</b>	<b>Investigation</b>
<small>Initiative name</small>	<small>Initiative type</small>
<b>City Of Laredo</b>	<b>Laredo, Texas</b>
<small>Award recipient</small>	<small>Award Recipient district, division</small>
<b>Laredo Police Department</b>	<b>Local</b>
<small>Resource recipient</small>	<small>Resource Recipient district, division</small>
	<b>Local</b>
	<small>FSL</small>
	<small>FSL</small>

G10SS0001A

**A. Personnel**

Name/Position	Annual Salary	% Time	Subtotal	Total
			0	
			0	
			0	
				0

**B. Fringe Benefits**

Name/Position	Annual Amount	% Time	Subtotal	Total
			0	
			0	
				0

**C. Overtime**

Position	# of Hours	Rate	Subtotal	Total
			0	
			0	
				0

**D. Travel**

Purpose	Annual Amount	Subtotal	Total
Training	3,996	3,996	
		0	
			3,996

**E. Facilities**

Description	# of Months	Monthly Rate	Subtotal	Total
			0	
			0	
				0

**F. Services**

Description and Quantity	# of Months	Monthly Rate	Subtotal	Total
Registration for Training	12	167	2,004	
			0	
				2,004

**G. Equipment**

Description	Quantity (#)	Unit Price	Subtotal	Total
			0	
			0	
				0

**H. Supplies**

Description	# of Months/Units	Rate	Subtotal	Total
			0	
			0	
				0

**I. Other**

Purpose	Annual Amount	Subtotal	Total
		0	
		0	
			0

<b>Total Budget</b>	<b>6,000</b>
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Note: Subtotals are rounded products of input figures.

# SWB South Texas FY 2010 Funding Request

<b>Laredo Multi - Agency Drug Related Public Corruption Task Force</b>	<b>Investigation</b>
<small>Initiative name</small>	<small>Initiative type</small>
<b>City Of Laredo</b>	<b>Laredo, Texas</b>
<small>Award recipient</small>	<small>Award Recipient district, division</small>
<b>Laredo Police Department</b>	<b>Laredo, Texas</b>
<small>Resource recipient</small>	<small>Resource Recipient district, division</small>

G10SS0001A

**A. Personnel**

Name/Position	Annual Salary	% Time	Subtotal	Total
			0	
			0	
				0

**B. Fringe Benefits**

Name/Position	Annual Amount	% Time	Subtotal	Total
Law Enforcement Officer (4)	11,874	1.00	11,874	
			0	
				11,874

**C. Overtime**

Position	# of Hours	Rate	Subtotal	Total
Investigative Law Enfo. Off. (4)	1,130	35.00	39,550	
			0	
				39,550

**D. Travel**

Purpose	Annual Amount	Subtotal	Total
		0	
		0	
			0

**E. Facilities**

Description	# of Months	Monthly Rate	Subtotal	Total

	0	
	0	
		0

**F. Services**

Description and Quantity	# of Months	Monthly Rate	Subtotal	Total
Cell Phones (4)	12	417	5,004	
Vehicle Lease	12	2,700	32,400	
				37,404

**G. Equipment**

Description	Quantity (#)	Unit Price	Subtotal	Total
			0	
			0	
				0

**H. Supplies**

Description	# of Months/Units	Rate	Subtotal	Total
Fuel & Oil (4)	12	924	11,088	
			0	
				11,088

**I. Other**

Purpose	Annual Amount	Subtotal	Total
		0	
		0	
			0

<b>Total Budget</b>	<b>99,916</b>
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Note: Subtotals are rounded products of input figures.

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/09	<b>SUBJECT: RESOLUTION #2009-R-075</b>  Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between the Texas DPS Aircraft and the Laredo Police Department for the purpose of granting a revocable license to use the City of Laredo 800 MHz Trunked Voice Radio System.	
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manger	<b>STAFF SOURCE:</b> Carlos Maldonado Chief of Police	
<b>PREVIOUS COUNCIL ACTION:</b>  None.		
<b>BACKGROUND:</b>  This Memorandum of Understanding (MOU) constitutes an agreement between the Texas DPS Aircraft and the City of Laredo Police Department.		
<b>FINANCIAL IMPACT:</b>  None.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Recommends the approval of this Resolution.

## **RESOLUTION #2009-R-075**

Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between the Texas DPS Aircraft and the Laredo Police Department for the purpose of granting a revocable license to use the City of Laredo 800 MHz Trunked Voice Radio System.

**Whereas**, the City of Laredo will grant Texas DPS Aircraft a revocable license to use the City of Laredo 800 MHz Trunked Voice Radio System as an "Interoperability User" for the purpose of "Interoperability Radio Communication" on the LPD template; and

**Whereas**, "Interoperability Radio Communication" means radio communication between Texas DPS Aircraft, an interoperability user, and other City of Laredo Radio System user personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Laredo; and

**Whereas**, Interoperability users are not currently assessed a fee for use of the City of Laredo Radio System since their use of the City of Laredo Radio System is only for the occasional "interoperability" purposes; and

**Whereas**, Interoperability users shall not use the City of Laredo Radio System as their primary radio communication platform for internal radio communication within their own agency;

**Whereas**, Interoperability users must abide by all applicable Federal Communications Commission rules and regulations when operating radios on the City of Laredo Radio System.

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

**SECTION 1:** Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between the Texas DPS Aircraft and the Laredo Police Department for the purpose of granting a revocable license to use the City of Laredo 800 MHz Trunked Voice Radio System.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO

CITY ATTORNEY

BY: Valeria M. Acevedo  
VALERIA M. ACEVEDO  
ASSISTANT CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR CITY OF LAREDO 800 MHz TRUNKED VOICE RADIO SYSTEM  
INTEROPERABILITY USER ACCESS**

This MOU is made on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and is between The City of Laredo and \_\_\_\_\_, and approved by City Council on \_\_\_\_\_.  
Resolution No 2009-R\_\_\_\_\_.

In consideration of the following mutual covenants, and other good and valuable consideration the parties agree as follows:

**Interoperability User:** TEXAS DPS AIRCRAFT  
**Address:** 10335 GOLF COURSE ROAD  
AUSTIN, TEXAS 78719  
**Attn:** SGT. NICK GRANELLI Telephone: (512) 936-9225  
**Radio Equipment:** \_\_\_\_\_ Mobile Radios 7 Handheld Radios \_\_\_\_\_ Control Station Radios  
\_\_\_\_\_ Wireline Radio Patch from Interoperability User Radio System to City of Laredo Radio System talk-group.

- 1) Subject to the terms of this Memorandum of Understanding ("MOU"), the City of Laredo hereby grants the governmental agency identified above a revocable license to use the Radio Equipment described above on the City of Laredo 800 MHz Trunked Voice Radio System as an "Interoperability User" for the sole purpose of "Interoperability Radio Communication" on specified "talkgroups," which will be enumerated in a template plan to be approved by the City of Laredo Radio prior to radio unit programming. [If control station(s) are included in this authorization, antennas must meet the 20' rule. The physical address for control stations(s) included in this authorization is (are): \_\_\_\_\_.]
- 2) "Interoperability Radio Communication" means radio communication between the external Interoperability User named above and other City of Laredo Radio System user personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Laredo. An "Interoperability User" is a governmental agency who is not a City of Laredo Party or City of Laredo Associate but has been granted permission for City of Laredo radio use under this MOU.
- 3) Interoperability Users are not currently assessed a fee for use of the City of Laredo Radio System since their use of the City of Laredo Radio System is only for the occasional "interoperability" purposes set forth above. Interoperability Users shall not use the City of Laredo Radio System as their primary radio communication platform for internal radio communication within their own agency. Interoperability Users will not be issued their own private talkgroups.
- 4) Programming of Interoperability User radios for use on the City of Laredo Radio System must be done by the City of Laredo Radio Communication Services Division staff, or other entity approved by the City of Laredo. Due to the critical necessity of safeguarding the "system key," tight control over programming will be exercised.
- 5) "Emergency ID" functionality on the City of Laredo Radio System will not be programmed into Interoperability User radios.
- 6) Interoperability Users must identify themselves when initiating conversations on the City of Laredo Radio System by giving their agency name (or acronym approved by the City of Laredo) followed by their unit number. Example: "XYZ PD, this is \_\_\_\_\_ unit 101."
- 7) When operating radios on the City of Laredo Radio System, Interoperability Users must abide by all applicable Federal Communications Commission rules and regulations. Violations shall be grounds for immediate disconnection of the Interoperability User's radio equipment from the City of Laredo Radio System and termination of this MOU. ~~The Interoperability User shall reimburse the City of Laredo Radio System Party that is the holder of an FCC license upon receipt of demand for any costs, fines or penalties assessed against the license holder as a result of a violation of an FCC rule or regulation by the Interoperability User.~~

- 8) Radio equipment and accessories shall be approved by the City of Laredo Radio prior to use on the City of Laredo Radio System. (Any "P25 Phase One" approved brands/models of equipment will be allowed.) All costs of an Interoperability User to acquire or maintain radios or other equipment, train personnel, or to connect to the City of Laredo Radio System shall be borne and paid by the Interoperability User.
- 09) The failure of the City of Laredo Radio System to perform its obligations under this MOU shall be excused to the extent caused by the occurrence of an event or act not within the control of the City of Laredo.
- 10) This MOU is effective as of the Effective Date stated above, and shall remain in effect until terminated by either party upon 10 days' prior written notice.
- 11) The Interoperability User acknowledges that radio systems are subject to periodic outages, equipment failures, and other conditions which may prevent or interfere with radio communication. In no event shall the City of Laredo or any City of Laredo Radio System Party be liable to an Interoperability User for any claim or cause of action arising out of or related to a failure of the City of Laredo Radio System.
- 12) The person executing this MOU on behalf of the Interoperability User warrants and represents that he or she has been duly authorized and empowered to execute and enter into this MOU on behalf of the Interoperability User, that all action necessary to approve this MOU has been taken, and that this MOU is a binding obligation of the Interoperability User.
- 13) This MOU constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by both parties. The MOU is made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas.
- 14) Disclaimer of Liability.- Interoperability User releases City of Laredo due to failure of functionality or feature sets of the User's subscriber units; since not all brands support the same "features sets".

### CONFIDENTIAL INFORMATION

Information of any nature that are made available by The City of Laredo or that become available to the Interoperability User by virtue of this agreement, or the relationship created by this agreement, must be held in strict confidence by the Interoperability User and its employees. Any confidential disclosures that are made or any confidential information that is made or becomes available to the Interoperability User and its' employees are made in reliance on this promise.

### TERMINATION

Users must abide by all applicable Federal Communications Commission rules and regulations, City of Laredo Standard Operating Procedures, protocols set forth by individual talk-group owners, and decisions and directives of the City of Laredo. Violations shall be grounds for immediate disconnection of the Interoperability User's radio equipment from the City of Laredo Radio System and immediate termination of this agreement.

In the event of a breach of this agreement by either party that is not remedied within ten (10) days after delivery of written notice of the breach, the aggrieved party may terminate this agreement by written notice to the other.

### NOTICE

Any notice required or permitted to be given under this agreement will be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below or at any other address as may be specified in writing:

### ADDITIONAL PROVISIONS

The person executing this agreement on behalf of the Interoperability User warrants and represents that he or she has been duly authorized and empowered to execute and enter into this agreement on behalf of the Interoperability User, that all action necessary to approve this agreement has been taken, and that this agreement is a binding obligation of the Interoperability User.

This agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by both parties. The agreement is

made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas. This agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter.

**AGREED TO BY:**

\_\_\_\_\_  
(Interoperability User Agency Name)

**City of Laredo:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Carlos R. Villarreal  
CITY MANAGER

**Attest:**

\_\_\_\_\_  
Gustavo Guevara  
CITY SECRETARY

**Approved as to form:**

\_\_\_\_\_  
Raul Casso  
CITY ATTORNEY

\_\_\_\_\_  
By: Valeria M. Acevedo  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/6/09	<b>SUBJECT: RESOLUTION NO. 2009-R-076</b> AUTHORIZING THE CITY MANAGER TO RESCIND THE RESOLUTION 2009-R-037 FOR THE ADVANCE FUNDING AGREEMENT ("AFA"), ATTACHED HERETO AS EXHIBIT A, IN THE ESTIMATED AMOUNT OF \$581,670.00 AND APPROVE THE EXECUTED STANDARD UTILITY AGREEMENT HERETO AS EXHIBIT B, IN THE ESTIMATED AMOUNT OF \$469,597.00; BETWEEN THE CITY OF LAREDO AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE US 83 UTILITY RELOCATION AND CONSTRUCTION OF A RAILROAD OVERPASS FROM MONTERREY ST. TO CEDAR SREET. THE ADJUSTMENT OF THE WATER AND SEWER IMPROVEMENTS ARE 100 PERCENT REIMBURSABLE. THE STATE WILL PROVIDE FUNDING DIRECTLY TO THE CONTRACTOR IN THE AMOUNT OF \$377,042.00 AND PAY THE CITY OF LAREDO THE ENGINEERING COST IN THE AMOUNT OF \$92,555.00 AFTER THE CITY OF LAREDO PAYS THE ENGINEER. FUNDING IS AVAILABLE ON THE 2008 UTILITY BOND WATER WORKS AND 2008 UTILITY BOND SEWER FUND.														
<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager		<b>STAFF SOURCE:</b> Tomas M. Rodríguez Jr., P.E., Utilities Director													
<b>PREVIOUS COUNCIL ACTION:</b> On 3/2/09 Council awarded the Engineering Contract to Premier Civil Engineering. On 4/6/09 Council approved resolution 2009-R-037 for the Advance Funding Agreement (AFA) between the State and the City.															
<b>BACKGROUND SUBJECT:</b> The City of Laredo (City) received approval from the Texas Department of Transportation (State) on February 11, 2009 to secure civil engineering and surveying services for the project in the amount of \$92,555.00; this amount is 100% reimbursable. Council approved the AFA, but it never got executed by the State, instead the State executed the Standard Utility Agreement (SUA) for the construction of the US 83 Utility Relocation at the Railroad Overpass from Monterrey St. to Cedar St.; the State will provide funding directly to the contractor in the amount of \$377,042.00 for the installation of the water and sewer improvements as part of a joint bid. The project will be let on July 2009.															
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">WATER</th> <th style="width: 20%; text-align: center;">WASTEWATER</th> </tr> </thead> <tbody> <tr> <td>Estimated Contract amount.....</td> <td style="text-align: right;">\$377,042.00</td> <td style="text-align: right;">\$ 27,000.00 (Paid directly from State)</td> </tr> <tr> <td>Engineering Fees.....</td> <td style="text-align: right;">\$ 92,555.00</td> <td style="text-align: right;">\$ 6,628.00</td> </tr> <tr> <td><b>Total SUA</b></td> <td style="text-align: right;"><b>\$469,597.00</b></td> <td style="text-align: right;"><b>\$33,628.00</b></td> </tr> </tbody> </table>					WATER	WASTEWATER	Estimated Contract amount.....	\$377,042.00	\$ 27,000.00 (Paid directly from State)	Engineering Fees.....	\$ 92,555.00	\$ 6,628.00	<b>Total SUA</b>	<b>\$469,597.00</b>	<b>\$33,628.00</b>
	WATER	WASTEWATER													
Estimated Contract amount.....	\$377,042.00	\$ 27,000.00 (Paid directly from State)													
Engineering Fees.....	\$ 92,555.00	\$ 6,628.00													
<b>Total SUA</b>	<b>\$469,597.00</b>	<b>\$33,628.00</b>													
<b>FINANCIAL IMPACT:</b> Funding is available on the 2008 Utility Bond Waterworks US 83 Railroad Project in the amount of \$85,927.00 and on the 2008 Utility Bond Sewer Fund in the amount of \$6,628.00.															
<b>COMMITTEE RECOMMENDATION:</b> Operations Committee Finance Committee		<b>STAFF RECOMMENDATION:</b> Approve the resolution													

Resolution No. 2009-R-076

AUTHORIZING THE CITY MANAGER TO RESCIND THE RESOLUTION 2009-R-037 FOR THE ADVANCE FUNDING AGREEMENT ("AFA"), ATTACHED HERETO AS EXHIBIT A, IN THE ESTIMATED AMOUNT OF \$581,670.00 AND APPROVE THE EXECUTED STANDARD UTILITY AGREEMENT HERETO AS EXHIBIT B, IN THE ESTIMATED AMOUNT OF \$469,597.00; BETWEEN THE CITY OF LAREDO (CITY) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (STATE) FOR THE US 83 UTILITY RELOCATION OF A RAILROAD OVERPASS FROM MONTERREY ST. TO CEDAR STREET. THE ADJUSTMENTS OF WATER AND SEWER IMPROVEMENTS ARE 100 PERCENT REIMBURSABLE. THE STATE WILL PROVIDE FUNDING DIRECTLY TO THE CONTRACTOR IN THE AMOUNT OF \$377,042.00 AND PAY THE CITY OF LAREDO THE ENGINEERING COST IN THE AMOUNT OF \$92,555.00 AFTER THE CITY OF LAREDO PAY THE ENGINEER. FUNDING IS AVAILABLE ON THE 2008 UTILITY BOND WATER WORKS AND 2008 UTILITY BOND SEWER FUND.

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 111550 authorizes the State to undertake and complete a highway improvement generally described as US 83 Construction of a Railroad Overpass from 0.2 miles west of Monterrey St. to .02 miles west of Cedar St.; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State; and

**WHEREAS**, on February 11, 2009 the City received approval in securing services from Premier Civil Engineering, LLC called the "Consultant"; and

**WHEREAS**, on March 2, 2009; the City awarded an engineering contract to the Consultant in the amount of \$92,555.00 for the construction of the Project and the State will paid the total cost; and

**WHEREAS**, on June 15, 2009 the City and the State has executed the Standard Utility Agreement (SUA) and the City is eligible 100% of the reimbursement costs related to the adjustment of the water and sewer improvements; and

**WHEREAS**, the State will paid directly any cost related to the water and sewer improvements.

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

THE CITY MANAGER IS AUTHORIZED TO RESCIND THE RESOLUTION 2009-R-037 FOR THE ADVANCE FUNDING AGREEMENT ("AFA"), ATTACHED HERETO AS

EXHIBIT A, IN THE ESTIMATED AMOUNT OF \$581,670.00 AND APPROVE THE EXECUTED STANDARD UTILITY AGREEMENT HERETO AS EXHIBIT B, IN THE ESTIMATED AMOUNT OF \$469,597.00; BETWEEN THE CITY OF LAREDO (CITY) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (STATE) FOR THE US 83 UTILITY RELOCATION OF A RAILROAD OVERPASS FROM MONTERREY ST. TO CEDAR SREET. THE ADJUSTMENTS OF WATER AND SEWER IMPROVEMENTS ARE 100 PERCENT REIMBURSABLE. THE STATE WILL PROVIDE FUNDING DIRECTLY TO THE CONTRACTOR IN THE AMOUNT OF \$377,042.00 AND PAY THE CITY OF LAREDO THE ENGINEERING COST IN THE AMOUNT OF \$92,555.00 AFTER THE CITY OF LAREDO PAY THE ENGINEER. FUNDING IS AVAILABLE ON THE 2008 UTILITY BOND WATER WORKS AND 2008 UTILITY BOND SEWER FUND.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Raul G. Salinas, Mayor

ATTEST:

\_\_\_\_\_  
Gustavo Guevara  
City Secretary

APPROVED AS TO FORM:  
Raul Casso, City Attorney

By: Valeria M. Acevedo  
Valeria M. Acevedo  
Asst. City Attorney

THE STATE OF TEXAS §

THE COUNTY OF WEBB §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Laredo, Utilities Department, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 111550 authorizes the State to undertake and complete a highway improvement generally described as **US 83 Construction of a Railroad Overpass from 0.2 miles west of Monterrey St. to .02 miles west of Cedar St.**; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **US 83 Utility Relocation from Monterrey St. to Cedar St.**; hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

**Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of its obligation under this contract, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

**Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

**Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

### Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
<u>City of Laredo, Utilities Department</u>	<u>Texas Department of Transportation</u>
<u>c/o Carlos R. Villarreal, City Manager</u>	<u>c/o Fernando B. Barrera, District ROW Agent</u>
<u>1110 Houston St.</u>	<u>1817 Bob Bullock Loop</u>
<u>Laredo, Texas 78040</u>	<u>Laredo, Texas 78043</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

### Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

### Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

### Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

### Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 18. Debarment**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**Article 19. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** has executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
Name and Title:

**THE LOCAL GOVERNMENT:**

City of Laredo, Utilities Department

By *[Signature]* Date *4/09/07*

Carlos R. Villarreal, City Manager

ATTEST BY:

*[Signature]*

GUSTAVO GUEVARA, JR.

CITY SECRETARY



DATE *4/13/09*

# ATTACHMENT A

## Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the installation and relocation of the water and sewer improvements along US 83 between Monterrey St. and Cedar St. as follows:

- Connect existing 8" sewer line and backfill the existing manhole at Guadalupe St. and Lexington St. in order to eliminate manhole conflict and install a manhole 80 feet west of the existing manhole located at the same intersection; adjust manhole at the intersection of Lexington St. and Guadalupe St. to the finish grade.

- Connect existing 36" sewer line and backfill the existing manhole at Chihuahua St. and Sanders St. in order to eliminate manhole conflict and install a manhole 80 feet south of the existing manhole located at the same intersection; adjust manhole at the intersection of Sanders St. and Chihuahua St. to the finish grade.

- Adjust 12 manholes to the finish grade.

- Install 3 bores one 200 feet of 24" steel casing and two 90 feet of 16" casing for the installation of a 12" water line and 8" water line respectively.

- Install 750 feet of 12" PVC C-900 water line from the intersection of Monterrey St. and Chihuahua St. to the intersection of Marcella St. and Chihuahua St.; three wet connections to the existing line at Monterrey St. & Chihuahua St., to the existing line at Marcella St. & Chihuahua St. and to the existing 6" water line at Sanders St. & Chihuahua St. including appurtenances.

- Install 690 feet of 16" PVC C-905 water line from the intersection of Maryland St. and Chihuahua St. to the intersection of Cedar St. and Chihuahua St., three 16" wet connections to the existing line at Cedar St. & Chihuahua St., at the existing line at Maryland St. and Chihuahua St. and to the existing line at Lexington St. & Maryland St. including appurtenances.

- Install 500 feet of 8" PVC C-900 water line from the intersection of Monterrey St. and Chihuahua St. to the intersection of Monterrey St. and Guadalupe St., three wet connection to the existing line at Monterrey St. & Chihuahua St. and at Guadalupe St. & Monterrey St. north and west of intersection including appurtenances.

- Install 250 feet of 8" PVC C-900 water line from the intersection of Maryland St. and Chihuahua St. to the intersection of Springfield St. and Chihuahua St., including appurtenances.

- 5 fire hydrant, 28 single water services at different locations, install three 8"; one 6", one 12" and one 16" plugs at different locations.

- lower the existing 16" water line and install 60 feet of 16" water line including appurtenances between Chihuahua St. and Guadalupe St. along Maryland.

- Adjust 35 gate valves to the finish grade.

- Install five 6", seven 8", three 12" and three 16" gate valves.

**US 83 - GUADALUPE/CHIHUAHUA UTILITY RELOCATIONS PROJECT TXDOT  
PRELIMINARY OPINION OF PROBABLE ENGINEERING, ADMINISTRATION AND CONSTRUCTION COST**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" PVC DR 14 C905 installed 4-6 ft depth	750	Lf. @	\$45.00 =	\$33,750.00
2	12" PVC DR 14 C900 installed 4-6 ft depth	750	Lf. @	\$27.00 =	\$20,250.00
3	8" PVC DR 14 C900 installed 8-10 ft depth	750	Lf. @	\$15.00 =	\$11,250.00
4	16" Valve & Box	3	Ea. @	\$1,500.00 =	\$4,500.00
5	12" Gate Valve & Box	3	Ea. @	\$1,300.00 =	\$3,900.00
6	8" Gate Valve & Box	7	Ea. @	\$1,000.00 =	\$7,000.00
7	6" Gate Valve & Box	5	Ea. @	\$800.00 =	\$4,000.00
8	Adjust Gate Valve to grade	35	Ea. @	\$350.00 =	\$12,250.00
9	24" Steel Casing inc. boring	200	Lf. @	\$250.00 =	\$50,000.00
10	16" Steel Casing inc. boring	180	Lf. @	\$180.00 =	\$32,400.00
11	Fire Hydrant	5	Ea. @	\$2,995.00 =	\$14,975.00
12	45 Elbow for 16" PVC	4	Ea. @	\$1,200.00 =	\$4,800.00
13	45 Elbow for 12" PVC	8	Ea. @	\$800.00 =	\$6,400.00
14	45 Elbow for 6" PVC	28	Ea. @	\$645.00 =	\$18,060.00
15	MJ TEE 12" X 6"	2	Ea. @	\$800.00 =	\$1,600.00
16	16" dia. Plug	1	Ea. @	\$1,000.00 =	\$1,000.00
17	12" dia. Plug	1	Ea. @	\$850.00 =	\$850.00
18	8" dia. Plug	3	Ea. @	\$750.00 =	\$2,250.00
19	6" dia. Plug	1	Ea. @	\$645.00 =	\$645.00
20	Single Service Connection	28	Ea. @	\$500.00 =	\$14,000.00
21	Remove and reconstruct asphalt/concrete	28	Ea. @	\$1,000.00 =	\$28,000.00
22	Concrete Encasement	100	CY @	\$100.00 =	\$10,000.00
23	Wet Connection	5	Ea. @	\$2,000.00 =	\$10,000.00
24	Raised Pavement Marker	5	Ea. @	\$250.00 =	\$1,250.00
25	10" Black Base	1,000	Sy. @	\$30.00 =	\$30,000.00
26	3" Hot Mix Asphalt	1,000	Sy. @	\$19.00 =	\$19,000.00
27	Prime Coat Mc-30	1,950	Sy. @	\$2.00 =	\$3,900.00
28	Saw cut existing asphalt pavement	4,000	S.f. @	\$5.00 =	\$20,000.00
29	Remove and dispose asphalt pavement	2,200	S.f. @	\$8.00 =	\$17,600.00
30	Remove and dispose sidewalk	1,000	S.f. @	\$10.00 =	\$10,000.00
31	Remove and dispose curb & gutter	200	S.f. @	\$5.00 =	\$1,000.00
32	Trench Backfill flowable	500	CY @	\$80.00 =	\$40,000.00
33	Type "A" Curb & Gutter	200	Lf. @	\$12.00 =	\$2,400.00
34	8" dia. P.V.C. S.D.R. 26 ~8' to 12' depth	20	Lf. @	\$25.00 =	\$500.00
35	36" dia. Sewer line ~12' to 16' depth	20	Lf. @	\$200.00 =	\$4,000.00
36	Manhole ~ 0' to 8' depth	1	Ea. @	\$3,200.00 =	\$3,200.00
37	Manhole ~12' to 16' depth 6' diameter	1	Ea. @	\$8,000.00 =	\$8,000.00
38	Replace manhole 4' dia with 8" dia sewer line	1	Ea. @	\$2,000.00 =	\$2,000.00
39	By-pass pumping for 4' manhole replacement	1	Ls. @	\$7,500.00 =	\$7,500.00
40	Replace manhole 6' dia with 36" dia sewer line	1	Ea. @	\$4,000.00 =	\$4,000.00
41	By-pass pumping for 6' manhole replacement	1	Ls. @	\$15,000.00 =	\$15,000.00
42	Adjust manhole cover to finish grade	12	Ea. @	\$500.00 =	\$6,000.00
43	Trash and Debris Containment	1	Ea. @	\$500.00 =	\$500.00
44	Concrete Washout Pit	1	Ea. @	\$500.00 =	\$500.00
45	Traffic Control and Traffic Handling	1	LS. @	\$30,000.00 =	\$30,000.00
46	Type No. III Barricade	4	Ea. @	\$1,450.00 =	\$5,800.00
	Total Construction				\$524,030.00
47	State Engineering & Contingencies Cost (11% of Construction)	1	Ea. @	\$57,640.00	\$57,640.00

**TOTAL PROJECT COST = \$581,670.00**

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$581,670.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/09	<b>SUBJECT: RESOLUTION NO. 2009-R-077</b>  Authorizing the City Manager to submit a grant application to the Federal Aviation Administration in the amount of \$3,092,510.00 and to accept said grant, if offered, for the (i) Rehabilitation of a portion of the General Aviation Apron Phase 4, (ii) to rehabilitate Runway 17R/35L to include lights and electrical fixtures and wiring and include upgrades to the airfield electrical vault and A&E services to develop plans and specifications to extend Runway 17R/35L and relocate / upgrade the Instrument Landing System at the Laredo International Airport. The City's local match in the amount of \$162,764.00 (5%) is available through the land purchased in FY2006 (Rash Tract).	
<b>INITIATED BY:</b> Jesus M. Olivares Assistant City Manager	<b>STAFF SOURCE:</b> Jose L. Flores Airport Manager	
<b>PREVIOUS COUNCIL ACTION:</b> City Council has approved submittal of previous Federal Aviation Administration Grant Applications.		
<b>BACKGROUND:</b> The grant will enable reimbursement to the Airport Construction Fund the cost of approximately \$190,000.00 to complete the reconstruction of the General Aviation Apron Phase IV.  The lights and electrical to Runway 17R/35L will be replaced with more energy efficient lights and transformers. Runway 17R/35L is Laredo's primary runway and it is equipped with an Instrument Landing System (ILS) enabling precision landings during inclement weather conditions.  The grant will pay for the A&E services regarding the proposed extension of Runway 17R/35L by approximately 900 feet x 150 feet wide, relocation/upgrade of ILS, and relocation of a portion of Taxiway Alpha.  The electrical vault will be upgraded with new electrical regulators and electrical fixtures as well as new emergency power generator(s) of sufficient voltage capacity to temporarily during a commercial power outage power the entire airfield, all three runways, taxiway and guidance/directional signs. The original vault fixtures date back to the 1960s.  FAA will issue the \$3,092,510 grant to the City of Laredo once bids are opened for the runway electrical/lights and electrical vault improvements are received, at which time, local monies used for the apron rehab and A&E services will be reimbursed to the City.  The upgrade of electrical systems and the reconstruction of Runway 17R/35L will enhance operational safety, reduce operational and maintenance cost and enhance capacity.		
<b>FINANCIAL IMPACT:</b> No financial impact at this time.		
<b>COMMITTEE RECOMMENDATION:</b>  On June 16, 2009 the Airport Advisory Committee recommended approval of this item.	<b>STAFF RECOMMENDATION:</b>  Passage of this resolution.	

**RESOLUTION NO. 2009-R-077**

**AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$3,092,510.00 AND TO ACCEPT SAID GRANT, IF OFFERED, FOR THE (I) REHABILITATION OF A PORTION OF THE GENERAL AVIATION APRON PHASE IV, (II) TO REHABILITATE RUNWAY 17R/35L TO INCLUDE LIGHTS AND ELECTRICAL FIXTURES AND WIRING AND INCLUDE UPGRADES TO THE AIRFIELD ELECTRICAL VAULT AND A&E SERVICES TO DEVELOP PLANS AND SPECIFICATIONS TO EXTEND RUNWAY 17R/35L AND RELOCATE / UPGRADE THE INSTRUMENT LANDING SYSTEM AT THE LAREDO INTERNATIONAL AIRPORT. THE CITY'S LOCAL MATCH IN THE AMOUNT OF \$162,764.00 (5%) IS AVAILABLE THROUGH THE LAND PURCHASED IN FY2006 (RASH TRACT).**

WHEREAS, the Federal Aviation Administration is making a grant offer to the City of Laredo in the amount of \$3,092,510.00 rehabilitation of a portion of the General Aviation Apron Phase 4, (II) to rehabilitate runway 17R/35L to include lights and electrical electrical fixtures and wiring and include upgrades to airfield electrical vault and A&E plans and specifications to extend runway 17R/35L and to relocate / upgrade the Instrument Landing System at the Laredo International Airport. The City's local match in the amount of \$162,764.00 (5%) is available through the land purchased in FY2006 (rash tract);

WHEREAS, said grant offer does requires a local match in the amount of \$162,764.00 (5%); and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to accept the grant in the amount of \$3,092,510.00.

WHEREAS, the grant will pay for the A&E services regarding the proposed extension of Runway 17R/35L by approximately 900 feet x 150 feet wide, relocation/upgrade of ILS, and relocation of a portion of Taxiway Alpha.

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

**Section 1:** The City of Laredo hereby accepts the provisions of the Federal Aviation Administration grant known as Project No. 3-48-0136-56-09; and

**Section 2:** The City Manager is hereby authorized and directed to submit a grant application and to execute the grant agreement with the Federal Aviation Administration.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

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

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY: \_\_\_\_\_

FAA AIP GRANT PROJECT NO. 3-48-0136-56-09  
VALERIA M ACEVEDO  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b> 7/06/09	<b>SUBJECT: RESOLUTION 2009 R-078</b> Amend Resolution 2009-R-022 for the grant agreement between the City of Laredo and the Texas Water Development Board - Contract No. G13500/13600/1546/1547- Amendment No. 7 for the City of Laredo, Mines Road/State Highway 359 Project No. 10045. This amendment reflects the transfer from different funding accounts under the Texas Water Development Board Grant that allows the City to adjust balances in the current Colonia projects subject to approval from the Texas Water Development Board.
<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr., P.E., Utilities
<b>PREVIOUS COUNCIL ACTION:</b> Executed original agreement on November 20, 2000 through Resolution 2000-R-157 then amended Resolution through Resolutions 2002-R-104, 2007-R-072 and 2009-R-022.	
<b>BACKGROUND:</b> The Utilities Department requested this amendment from the Texas Water Development Board and upon agreement by their representatives, Amendment No. 7 will be submitted to the City for signature. The grant funding was previously increased as noted in Ordinance 2008-O-087. This amendment reflects the adjustments needed in the Colonias Projects. The total amount in the general agreement will not change. The amendment is only in the source of funds. The amendment will allow the City of Laredo to adjust the balances on the TWDB-EDAP accounts without affecting the General Fund or the Utilities Fund.	
<b>FINANCIAL IMPACT:</b> N/A	
<b>COMMITTEE RECOMMENDATION:</b> Finance Committee Operations Committee	<b>STAFF RECOMMENDATION:</b> To approve resolution.

City of Laredo - Webb County Joint Colonias Project  
 TWDB Project Number #10045, Grant Numbers G13500, G17000 (water); G13600 (wastewater)  
 Proposed Budget Amendment # 7  
 June 22, 2009

Water	Grant Budget as Amended March 2009 - Amendment #6	Inception to Date Expenses	Over/Under Budget	Estimated Addtl Expenses	Over/Under Budget	Grant Increase/ (Decrease)	Revised Over/ (Under) Budget	Grant Budget as Amended 6/22/2009
Construction	11,781,374.00	8,071,224.57	3,710,149.43	218,109.76	3,492,039.67	0.00	3,492,039.67	11,781,374.00
Engineering	1,306,090.00	1,158,168.63	147,921.37	19,200.00	128,721.37	0.00	128,721.37	1,306,090.00
Survey	255,000.00	261,681.68	(6,681.68)	2,200.00	(8,881.68)	25,000.00	16,118.32	280,000.00
Geotechnical	94,588.00	79,821.61	14,766.39	4,000.00	10,766.39	0.00	10,766.39	94,588.00
Inspection	176,900.00	58,440.70	118,459.30		118,459.30	0.00	118,459.30	176,900.00
Testing	85,000.00	62,255.00	22,745.00	45,923.50	(23,178.50)	35,000.00	11,821.50	120,000.00
Legal & Fiscal	86,098.00	61,225.64	24,872.36		24,872.36	0.00	24,872.36	86,098.00
Project Management	990,000.00	1,009,249.38	(19,249.38)		(19,249.38)	30,000.00	10,750.62	1,020,000.00
Special Engineering	24,433.00	754.87	23,678.13		23,678.13	0.00	23,678.13	24,433.00
Contingency	435,603.00	9,170.00	426,433.00		426,433.00	(90,000.00)	336,433.00	345,603.00
Equity Buy-In	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Water Rights	658,192.00	0.00	658,192.00		658,192.00	0.00	658,192.00	658,192.00
Service Connection	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Totals</b>	<b>15,893,278.00</b>	<b>10,770,992.08</b>	<b>5,122,285.92</b>	<b>289,493.26</b>	<b>4,433,862.66</b>	<b>0.00</b>	<b>4,433,862.66</b>	<b>15,893,278.00</b>

Wastewater	Grant Budget as Amended March 2009 - Amendment #6	Inception to Date Expenses	Over/Under Budget	Estimated Addtl Expenses	Over/Under Budget	Grant Increase/ (Decrease)	Revised Over/ (Under) Budget	Grant Budget as Amended 6/22/2009
Construction	6,698,198.00	3,403,597.88	3,294,600.12		3,294,600.12	0.00	3,294,600.12	6,698,198.00
Engineering	580,500.00	548,359.95	32,140.05	46,343.05	(14,203.00)	50,000.00	35,797.00	630,500.00
Survey	200,000.00	178,856.07	21,143.93		21,143.93	0.00	21,143.93	200,000.00
Geotechnical	51,318.00	42,909.40	8,408.60		8,408.60	5,000.00	13,408.60	56,318.00
Inspection	313,400.00	206,941.90	106,458.10		106,458.10	0.00	106,458.10	313,400.00
Testing	81,974.00	13,359.96	68,614.04	34,900.00	33,714.04	0.00	33,714.04	81,974.00
Legal & Fiscal	85,861.00	78,168.72	7,692.28		7,692.28	10,000.00	17,692.28	95,861.00
Project Management	430,000.00	450,864.10	(20,864.10)		(20,864.10)	30,000.00	9,135.90	460,000.00
Special Engineering	8,876.00	4,065.63	4,810.37		4,810.37	5,000.00	9,810.37	13,876.00
Contingency	287,408.00	0.00	287,408.00		287,408.00	(100,000.00)	187,408.00	187,408.00
Equity Buy-In	739,338.00	0.00	739,338.00		739,338.00	0.00	739,338.00	739,338.00
Water Rights	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Service Connection	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>Totals</b>	<b>9,476,873.00</b>	<b>4,927,423.61</b>	<b>4,549,749.39</b>	<b>81,243.05</b>	<b>4,468,506.34</b>	<b>0.00</b>	<b>4,468,506.34</b>	<b>9,476,873.00</b>

RESOLUTION NO. 2009-R-078

AMENDING RESOLUTION NO. 2009-R-022 PERTAINING TO THE GRANT AGREEMENT BETWEEN THE CITY OF LAREDO AND THE TEXAS WATER DEVELOPMENT BOARD CONTRACT NO. G13500/13600/1546/1547, FOR THE CITY OF LAREDO MINES RD./STATE HIGHWAY 359 PROJECT NO. 10045 BY REFLECTING APPROVAL BY THE TEXAS WATER DEVELOPMENT BOARD OF THE TRANSFER OF FUNDS FROM DIFFERENT FUNDING ACCOUNTS UNDER THE TEXAS WATER DEVELOPMENT BOARD GRANT THAT ALLOWS THE CITY TO ADJUST BALANCES IN THE CURRENT COLONIA PROJECTS.

WHEREAS, the City of Laredo has accepted a grant from the Texas Water Development Board under Resolution No. 2000-R-157 and amended through Resolutions 2002-R-104, 2007-R-072, 2008-R-133 and 2009-R-022 for the Colonias water and wastewater improvements project; and

WHEREAS, the City of Laredo requested transfers within the source of funds in the Texas Water Development Board Grant to adjust the balances in the Colonias Projects without changing the total amount of the Grant.

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

**Section 1.** Resolution No. 2009-R-078 pertaining to the grant agreement between the City of Laredo and the Texas Water Development Board Contract No. G13500/13600/1546/1547, for the Mines Rd./State Highway 359 Project No. 10045, be amended by reflecting approval by the Texas Water Development Board of the transfer of funds from different funding accounts under the Texas Water Development Board Grant that allows the City to adjust balances in the current Colonia projects.

**Section 2.** That this resolution shall take effect immediately.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: Valeria M. Acevedo  
VALERIA M. ACEVEDO  
ASST. CITY ATTORNEY

**COUNCIL ITEM**

<p><b>DATE:</b> 07/06/09</p>	<p><b>SUBJECT: RESOLUTION 2009-R-079</b> AUTHORIZING THE CITY MANAGER TO EXECUTE ADVANCED FUNDING AGREEMENT, AMENDMENT #1, IDENTIFIED AS CSJ-0922-33-116, AND EXECUTE THE ADVANCED FUNDING AGREEMENTS IDENTIFIED AS CSJ #'S 0922-33-130, 0922-33-131, AND 0922-33-132, WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE INDUSTRIAL PARK STREETS AND TRUCK ROUTE RECONSTRUCTION PROJECT, IN ORDER TO DIVIDE THE PROJECT AND THEREBY ALLOW THE SELECTION OF MULTIPLE CONTRACTORS.</p>
<p><b>INITIATED BY:</b> TxDOT</p>	<p><b>STAFF SOURCE:</b> Keith Selman, Director of Planning Jesus Olivares, Assistant City Manager</p>
<p><b>PREVIOUS COUNCIL ACTION:</b> On February 4, 2008, the City Council approved Ordinance 2008-O-018 authorizing the execution of the original Advanced Funding Agreement (CSJ 0922-33-116).</p>	
<p><b>BACKGROUND:</b> The passage of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005 authorized the implementation of the Coordinated Border Infrastructure (CBI) program. The purpose of the program is to improve the safe movement of motor vehicles at or across the land border between the U.S. and Canada, and the land border between the U.S. and Mexico. Funds will be distributed to border States by formula based on factors related to the movement of people and goods through the ports of entry. Finally, projects approved for funding under said program will generally require a 20 % local match.</p> <p>On March 30, 2006, the Texas Transportation Commission approved Minute Order 110481, wherein the eighty one million, eight hundred sixty seven thousand, two hundred twenty one dollars (\$81,867,221) were allocated to the Laredo District. Of that total, fifty four million (\$54,000,000) was identified for use within City of Laredo area.</p> <p>On August 20, 2007, City Council authorized Staff to submit project eligibility review applications for the following projects: Cuatro Vientos R.O.W acquisition, Industrial Parks Street Reconstruction, and the construction of seven new booths at Bridge 4. The Federal Highway Administration subsequently approved all three projects for funding under the CBI program.</p> <p>On February 4, 2008, Council authorized the execution of the original Advanced Funding Agreement (AFA) wherein nineteen million, fifty thousand dollars (\$19,050,000) in CBI funds were programmed for the reconstruction of those street located within the City's industrial parks and truck route. The goal of the project is to convert these high commercial traffic streets, from asphalt to the concrete, and thus enhance their durability and performance.</p> <p>The AFA, as currently structured, combined with TxDOT's regulations prohibiting multiple contractors being selected under one project identification number, or CSJ, will result in only one contractor being selected for the entire 19 million dollar project. The City, in an effort to support economic opportunity, wishes to structure the project such that multiple contractors may be selected for work on the project.</p> <p>In order to allow said multiple contractors, the original project agreement, identified as 0922-33-116, will be split into four projects agreements including: agreement identification #'s 0922-33-116, 0922-33-130, 0922-33-131, 0922-33-132. The proposed split will require:</p> <ul style="list-style-type: none"> <li>• the amendment of the existing #116 agreement, and;</li> <li>• execution of new Advanced Funding Agreements for:             <ul style="list-style-type: none"> <li>○ 0922-33-130</li> <li>○ 0922-33-131</li> <li>○ 0922-33-132</li> </ul> </li> </ul> <p><b>Note:</b> the scope and funding of the overall project will remain constant, though it will now be distributed among the resulting agreements.</p> <p><i>(See attachment C-1, and C of the attached four agreements for detailed funding amounts)</i></p>	
<p><b>FINANCIAL IMPACT :</b> The grant is being accounted for in the Capital Grants Fund.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b> Not applicable.</p>	<p><b>STAFF RECOMMENDATION:</b> Staff recommends approval.</p>

**RESOLUTION NO. 2009-R-079**

AUTHORIZING THE CITY MANAGER TO EXECUTE ADVANCED FUNDING AGREEMENT, AMENDMENT #1, IDENTIFIED AS CSJ-0922-33-116, AND EXECUTE THE ADVANCED FUNDING AGREEMENTS IDENTIFIED AS CSJ #'S 0922-33-130, 0922-33-131, AND 0922-33-132, WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE INDUSTRIAL PARK STREETS AND TRUCK ROUTE RECONSTRUCTION PROJECT, IN ORDER TO DIVIDE THE PROJECT, AND THEREBY ALLOW THE SELECTION OF MULTIPLE CONTRACTORS.

**WHEREAS**, the passage of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005 authorized the implementation of the Coordinated Border Infrastructure (CBI) program; and,

**WHEREAS**, the purpose of the program is to improve the safe movement of motor vehicles at or across the land border between the U.S. and Canada, and the land border between the U.S. and Mexico; and,

**WHEREAS**, funds will be distributed to border States by formula based on factors related to the movement of people and goods through the ports of entry; and,

**WHEREAS**, projects approved for funding under said program generally require a 20 % local match; and,

**WHEREAS**, on March 30, 2006, the Texas Transportation Commission approved Minute Order 110481, wherein the eighty one million, eight hundred sixty seven thousand, two hundred twenty one dollars (\$ 81,867,221) were allocated to the Laredo District, and;

**WHEREAS**, of that total, fifty four million (\$ 54,000,000) was identified for use within City of Laredo area, and;

**WHEREAS**, on August 20, 2007, City Council authorized Staff to submit project eligibility review applications for the following projects: Cuatro Vientos R.O.W acquisition, Industrial Parks Street Reconstruction, and the construction of seven new booths at Bridge 4, and;

**WHEREAS**, the Federal Highway Administration subsequently approved all three projects for funding under the CBI program, and;

**WHEREAS**, on February 4, 2008, Council approved Ordinance No. 2008-O-018, authorizing the execution of the original Advanced Funding Agreement (AFA) wherein nineteen million, fifty thousand dollars (\$19,050,000) in CBI funds were programmed for the reconstruction of those street located within the City's industrial parks and truck route, and;

**WHEREAS**, the goal of the project is to convert these high commercial traffic streets, from asphalt to the concrete, and thus enhance their durability and performance, and;

**RESOLUTION NO. 2009-R-079**

**WHEREAS**, the AFA, as currently structured, combined with TxDOT's regulations prohibiting multiple contractors being selected under one project identification number, or CSJ, will result in only one contractor being selected for the entire 19 million dollar project, and;

**WHEREAS**, the City, in an effort to support local economic opportunity, wishes to structure the project such that multiple contractors may be selected for work on the project, and;

**WHEREAS**, the selection of multiple contractors will require the original project agreement, identified as 0922-33-116, be divided into four projects agreements including: agreement identification #'s 0922-33-116, 0922-33-130, 0922-33-131, 0922-33-132, and,

**WHEREAS**, the scope and funding of the overall project will remain constant, though it will now be distributed among the resulting agreements.

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

Section 1: THE CITY MANAGER IS AUTHORIZED TO EXECUTE ADVANCED FUNDING AGREEMENT, AMENDMENT #1, IDENTIFIED AS CSJ-0922-33-116, AND THE ADVANCED FUNDING AGREEMENTS IDENTIFIED AS CSJ #'S 0922-33-130, 0922-33-131, AND 0922-33-132, WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE INDUSTRIAL PARK STREETS AND TRUCK ROUTE RECONSTRUCTION PROJECT, IN ORDER TO DIVIDE THE PROJECT, AND THEREBY ALLOW THE SELECTION OF MULTIPLE CONTRACTORS.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
NATHAN BRATTON  
ASSISTANT CITY ATTORNEY

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Laredo, acting by and through its duly authorized officials, hereinafter called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on the 30<sup>th</sup> day of April 2008 to effectuate their agreement to rehabilitate and/or reconstruct Industrial park streets and truck route in Laredo, Texas; and,

**WHEREAS**, the State and the Local Government desire to split the project into four (4) distinct projects; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Description of Amended Items**

- (1) Article 2. Scope of work is being deleted in its entirety and replaced with the following: "Industrial Park Streets and Truck Route Reconstruction Project – the work will consist of the rehabilitation and/or the reconstruction of streets in the El Portal Industrial Park, FM 3464 and Killam Industrial Park as shown on Attachment "B"."; and,
- (2) Attachment B of the original contract is being deleted in its entirety and replaced with Attachment B-1, contained herein; and,
- (3) Attachment C of the original contract is being deleted in its entirety and replaced with Attachment C-1, contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

**Article 2. Signatory Warranty**

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name of Local Government

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Name: Janice Mullenix

\_\_\_\_\_  
Director, Contract Services Section

\_\_\_\_\_  
Date

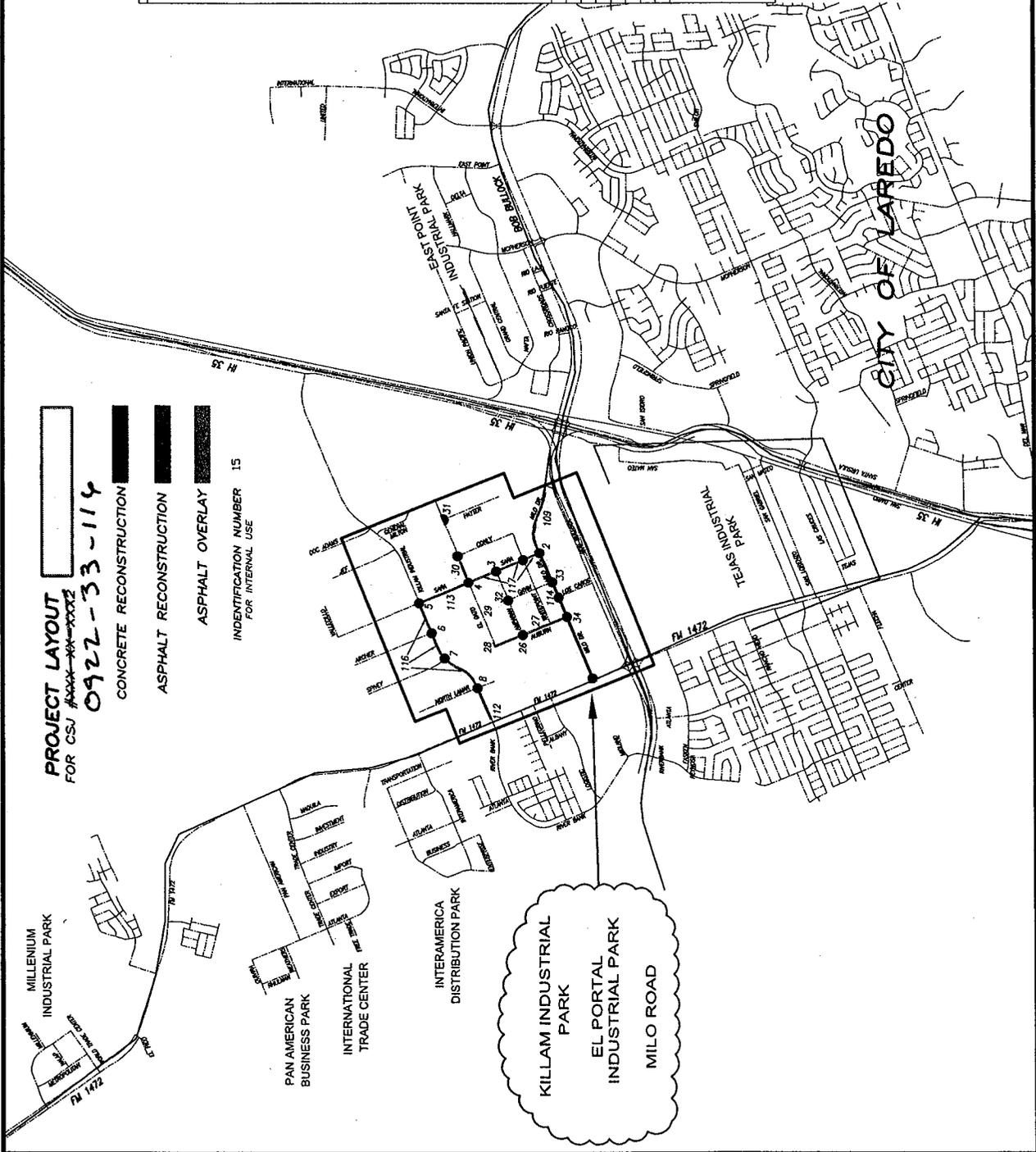
Attachment B-1

PROJECT LAYOUT  
FOR CSJ #XXX-XX-XXXX

0922-33-114

- CONCRETE RECONSTRUCTION
- ASPHALT RECONSTRUCTION
- ASPHALT OVERLAY

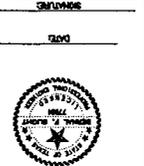
IDENTIFICATION NUMBER 15  
FOR INTERNAL USE



LINE TYPE SYMBOL	DESCRIPTION
(Symbol)	DEST. TRAC. ONE
(Symbol)	DEST. TRAC. TWO
(Symbol)	DEST. TRAC. THREE
(Symbol)	DEST. TRAC. FOUR
(Symbol)	DEST. TRAC. FIVE
(Symbol)	DEST. TRAC. SIX
(Symbol)	DEST. TRAC. SEVEN
(Symbol)	DEST. TRAC. EIGHT
(Symbol)	DEST. TRAC. NINE
(Symbol)	DEST. TRAC. TEN
(Symbol)	DEST. TRAC. ELEVEN
(Symbol)	DEST. TRAC. TWELVE
(Symbol)	DEST. TRAC. THIRTEEN
(Symbol)	DEST. TRAC. FOURTEEN
(Symbol)	DEST. TRAC. FIFTEEN
(Symbol)	DEST. TRAC. SIXTEEN
(Symbol)	DEST. TRAC. SEVENTEEN
(Symbol)	DEST. TRAC. EIGHTEEN
(Symbol)	DEST. TRAC. NINETEEN
(Symbol)	DEST. TRAC. TWENTY
(Symbol)	DEST. TRAC. TWENTY-ONE
(Symbol)	DEST. TRAC. TWENTY-TWO
(Symbol)	DEST. TRAC. TWENTY-THREE
(Symbol)	DEST. TRAC. TWENTY-FOUR
(Symbol)	DEST. TRAC. TWENTY-FIVE
(Symbol)	DEST. TRAC. TWENTY-SIX
(Symbol)	DEST. TRAC. TWENTY-SEVEN
(Symbol)	DEST. TRAC. TWENTY-EIGHT
(Symbol)	DEST. TRAC. TWENTY-NINE
(Symbol)	DEST. TRAC. THIRTY
(Symbol)	DEST. TRAC. THIRTY-ONE
(Symbol)	DEST. TRAC. THIRTY-TWO
(Symbol)	DEST. TRAC. THIRTY-THREE
(Symbol)	DEST. TRAC. THIRTY-FOUR
(Symbol)	DEST. TRAC. THIRTY-FIVE
(Symbol)	DEST. TRAC. THIRTY-SIX
(Symbol)	DEST. TRAC. THIRTY-SEVEN
(Symbol)	DEST. TRAC. THIRTY-EIGHT
(Symbol)	DEST. TRAC. THIRTY-NINE
(Symbol)	DEST. TRAC. FORTY
(Symbol)	DEST. TRAC. FORTY-ONE
(Symbol)	DEST. TRAC. FORTY-TWO
(Symbol)	DEST. TRAC. FORTY-THREE
(Symbol)	DEST. TRAC. FORTY-FOUR
(Symbol)	DEST. TRAC. FORTY-FIVE
(Symbol)	DEST. TRAC. FORTY-SIX
(Symbol)	DEST. TRAC. FORTY-SEVEN
(Symbol)	DEST. TRAC. FORTY-EIGHT
(Symbol)	DEST. TRAC. FORTY-NINE
(Symbol)	DEST. TRAC. FIFTY
(Symbol)	DEST. TRAC. FIFTY-ONE
(Symbol)	DEST. TRAC. FIFTY-TWO
(Symbol)	DEST. TRAC. FIFTY-THREE
(Symbol)	DEST. TRAC. FIFTY-FOUR
(Symbol)	DEST. TRAC. FIFTY-FIVE
(Symbol)	DEST. TRAC. FIFTY-SIX
(Symbol)	DEST. TRAC. FIFTY-SEVEN
(Symbol)	DEST. TRAC. FIFTY-EIGHT
(Symbol)	DEST. TRAC. FIFTY-NINE
(Symbol)	DEST. TRAC. SIXTY
(Symbol)	DEST. TRAC. SIXTY-ONE
(Symbol)	DEST. TRAC. SIXTY-TWO
(Symbol)	DEST. TRAC. SIXTY-THREE
(Symbol)	DEST. TRAC. SIXTY-FOUR
(Symbol)	DEST. TRAC. SIXTY-FIVE
(Symbol)	DEST. TRAC. SIXTY-SIX
(Symbol)	DEST. TRAC. SIXTY-SEVEN
(Symbol)	DEST. TRAC. SIXTY-EIGHT
(Symbol)	DEST. TRAC. SIXTY-NINE
(Symbol)	DEST. TRAC. SEVENTY
(Symbol)	DEST. TRAC. SEVENTY-ONE
(Symbol)	DEST. TRAC. SEVENTY-TWO
(Symbol)	DEST. TRAC. SEVENTY-THREE
(Symbol)	DEST. TRAC. SEVENTY-FOUR
(Symbol)	DEST. TRAC. SEVENTY-FIVE
(Symbol)	DEST. TRAC. SEVENTY-SIX
(Symbol)	DEST. TRAC. SEVENTY-SEVEN
(Symbol)	DEST. TRAC. SEVENTY-EIGHT
(Symbol)	DEST. TRAC. SEVENTY-NINE
(Symbol)	DEST. TRAC. EIGHTY
(Symbol)	DEST. TRAC. EIGHTY-ONE
(Symbol)	DEST. TRAC. EIGHTY-TWO
(Symbol)	DEST. TRAC. EIGHTY-THREE
(Symbol)	DEST. TRAC. EIGHTY-FOUR
(Symbol)	DEST. TRAC. EIGHTY-FIVE
(Symbol)	DEST. TRAC. EIGHTY-SIX
(Symbol)	DEST. TRAC. EIGHTY-SEVEN
(Symbol)	DEST. TRAC. EIGHTY-EIGHT
(Symbol)	DEST. TRAC. EIGHTY-NINE
(Symbol)	DEST. TRAC. NINETY
(Symbol)	DEST. TRAC. NINETY-ONE
(Symbol)	DEST. TRAC. NINETY-TWO
(Symbol)	DEST. TRAC. NINETY-THREE
(Symbol)	DEST. TRAC. NINETY-FOUR
(Symbol)	DEST. TRAC. NINETY-FIVE
(Symbol)	DEST. TRAC. NINETY-SIX
(Symbol)	DEST. TRAC. NINETY-SEVEN
(Symbol)	DEST. TRAC. NINETY-EIGHT
(Symbol)	DEST. TRAC. HUNDRED

CONSTRUCTION PLANS:  
CITY OF LAREDO INDUSTRIAL STREETS PROJECT  
CSJ # XXX-XX-XXXX  
PROJECT LAYOUT  
& LEGEND

HOWLAND SURVEYING CO., P.C. - D.B.A.  
HOWLAND  
ENGINEERING & SURVEYING COMPANY  
7616 NORTH BARTLETT AVENUE  
LAREDO, TEXAS 76041-481128  
OFFICE: (956) 722-4411  
FAX: (956) 722-0414  
E-Mail: howland@howlandsurveying.com  
www.howlandsurveying.com



DRAWN BY:	CHAL
CHECKED BY:	B.A.S.
U.S.C. JOB NO.:	17229-08
FILENAME:	500-PROJECT LAYOUT
DATE:	MAY 15, 2008
ISSUED DATE:	
SCALE:	AS SHOWN
DATE:	
BY:	
DATE:	
SCALE:	

CSJ #: 0922-33-116  
 District #: 22 (Laredo)  
 Code Chart 64 #: 24000  
 Project: Industrial Park Streets And  
 Truck Route Reconstruction Project  
 CFDA #: 20.205

**ATTACHMENT C-1  
 Project Budget**

The Local Government has estimated the project budget to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>CONSTRUCTION COSTS</b>							
Preliminary Engineering	\$200,000.00	80%	\$160,000.00	12.4%	\$24,800.00	7.6%	\$15,200.00
Plans, Specification & Estimate (PS&E)	\$250,000.00	80%	\$200,000.00	12.4%	\$31,000.00	7.6%	\$19,000.00
Environmental Assessment & Mitigation	\$27,500.00	80%	\$22,000.00	12.4%	\$3,410.00	7.6%	\$2,090.00
Construction	\$5,671,487.00	80%	\$4,537,189.60	12.4%	\$703,264.39	7.6%	\$431,033.01
Construction Engineering	\$45,236.00	80%	\$36,188.80	12.4%	\$5,609.26	7.6%	\$3,437.94
State Plan Review and construction oversight	\$12,500.00	0%	\$0.00	0%	\$0.00	100%	\$12,500.00
<b>TOTAL</b>	<b>\$6,206,723.00</b>		<b>\$4,955,378.40</b>		<b>\$768,083.65</b>		<b>\$464,279.95</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Up Front = \$12,500.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only, final participation amounts will be based on actual charges to the project.

CSJ #: 0922-33-130  
District #: 22 (Laredo)  
Code Chart 64 #: 24000  
Project: Industrial Park Streets and  
Truck Route Reconstruction  
Project  
CFDA #: 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT**

**For A**

**Coordinated Border Infrastructure (CBI) Project  
Industrial Park Streets Reconstruction**

**(Interamerica Industrial Park; International Trade Center; Pan American Industrial  
Park)**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Laredo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 110481, authorizing the State to undertake and complete a highway improvement generally described as the Industrial Park Streets and Truck Route Reconstruction Project (Interamerica Industrial Park; International Trade Center; Pan American Industrial Park); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment "A" for the Industrial Park Streets and Truck Route Reconstruction Project (Interamerica Industrial Park; International Trade Center; Pan American Industrial Park) at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## **AGREEMENT**

### **1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **2. Scope of Work**

Industrial Park Streets and Truck Route Reconstruction Project – the work will consist of the rehabilitation and/or reconstruction of streets in the Interamerica Industrial Park; International Trade Center; Pan American Industrial Park as shown on Attachment "B".

### **3. Local Project Sources and Uses of Funds**

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its

remaining financial share for the State's estimated construction oversight and construction cost.

- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

#### **4. Termination of this Agreement**

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;

- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

## **5. Amendments**

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## **6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

## **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.

- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, the latest edition and revisions of the State's *Roadway Design Manual* or the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Highways and Streets*.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the State will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

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e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property**

The State is responsible for the provision and acquisition of any needed right of way or real property.

**14. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
<u>Mr. Carlos Villarreal</u>	<u>Mr. Albert Quintanilla, P.E.</u>
<u>City Manager of Laredo</u>	<u>Laredo District Engineer</u>
<u>P.O. Box 579</u>	<u>1817 Bob Bullock Loop</u>
<u>Laredo, Texas 78042</u>	<u>Laredo, Texas 78043</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly

applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

### **23. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

### **24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

### **25. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**27. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide

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the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**29. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

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## **ATTACHMENT A**

### **Resolution or Ordinance**

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## **ATTACHMENT B**

### **Location Map Showing Project**



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**ATTACHMENT C**  
**Project Budget**

The Local Government has estimated the project budget to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>CONSTRUCTION COSTS</b>							
Preliminary Engineering	\$200,000.00	80%	\$160,000.00	12.4%	\$24,800.00	7.6%	\$15,200.00
Plans, Specification & Estimate (PS&E)	\$250,000.00	80%	\$200,000.00	12.4%	\$31,000.00	7.6%	\$19,000.00
Environmental Assessment & Mitigation	\$27,500.00	80%	\$22,000.00	12.4%	\$3,410.00	7.6%	\$2,090.00
Construction	\$3,417,388.00	80%	\$2,733,910.40	12.4%	\$423,756.11	7.6%	\$259,721.49
Construction Engineering	\$55,234.00	80%	\$44,187.20	12%	\$6,849.02	7.6%	\$4,197.78
State plan review and Construction Oversight	\$12,500.00	0%	\$0.00	0%	\$0.00	100%	\$12,500.00
<b>TOTAL</b>	<b>\$3,962,622.00</b>		<b>\$3,160,097.60</b>		<b>\$489,815.13</b>		<b>\$293,805.49</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Up Front = \$12,500.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only, final participation amounts will be based on actual charges to the project.

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/6/09	<b>SUBJECT: RESOLUTION 2009-R-081</b> Authorizing the City Manager to sign a water rights sales agreement, attached hereto as Exhibit A between the City of Laredo and Colombia Bridge Development Properties, LP, in which the City is agreeing to purchase the right to divert and use 173.15 acre feet per annum of class "A" irrigation water rights to the Rio Grande river which after conversion from irrigation rights to municipal use rights amounts to 86.575 acre feet of municipal use rights per annum at \$2,250.00 per ac/ft. for a purchase price of \$194,793.75; and further authorizing the City Manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication no. 23-2695 of the seller and combined with Certificate of Adjudication no. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City, funding is available in the Water Availability fund.	
<b>INITIATED BY:</b> Jesus Olivares, Asst. City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr. P.E. ,Utilities Director	
<b>PREVIOUS COUNCIL ACTION:</b> On July 21, 2008, City Council authorized the purchase of 700 acre feet of Municipal Water Rights at \$2,250.00 per acre foot.		
<b>BACKGROUND:</b> The City needs to acquire water rights in order to keep up with the City's growth and water demand. The City currently owns 52,526 acre feet of Municipal water rights plus 2,000 acre feet from Presidio Valley Farms.  The City of Laredo will hire Mr. Glenn Jarvis who specializes in water rights sales agreements, to do the proper examination on the documentation and compliance with the procedures set by the Texas Commission on Environmental Quality.		
<b>FINANCIAL IMPACT:</b> Payment will come from the Water Availability fund, account number 557-4180-535-9102.		
<b>COMMITTEE RECOMMENDATION:</b> Operations Committee	<b>STAFF RECOMMENDATION:</b> Approval of this resolution.	

**RESOLUTION 2009 – R- \_\_\_\_\_**

AUTHORIZING THE CITY MANAGER TO SIGN A WATER RIGHTS SALES AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE CITY OF LAREDO AND COLOMBIA BRIDGE DEVELOPMENT PROPERTIES, LP, IN WHICH THE CITY IS AGREEING TO PURCHASE THE RIGHT TO DIVERT AND USE 173.15 ACRE FEET PER ANNUM OF CLASS "A" IRRIGATION WATER RIGHTS TO THE RIO GRANDE RIVER WHICH AFTER CONVERSION FROM IRRIGATION RIGHTS TO MUNICIPAL USE RIGHTS AMOUNTS TO 86.575 ACRE FEET OF MUNICIPAL USE RIGHTS PER ANNUM AT \$2,250.00 PER AC./FT., FOR A PURCHASE PRICE OF \$194,793.75; AND FURTHER AUTHORIZING THE CITY MANAGER TO SIGN AND FILE NECESSARY APPLICATION(S) WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ON BEHALF OF THE CITY REQUESTING THAT SAID WATER RIGHTS BE SEVERED FROM CERTIFICATE OF ADJUDICATION NO. 23-2695 OF THE SELLER AND COMBINED WITH CERTIFICATE OF ADJUDICATION NO. 23-3997, AS AMENDED, OF THE CITY AND THAT THE POINT OF DIVERSION, PURPOSE AND PLACE OF USE OF SAID WATER RIGHTS BE CHANGED AS REQUIRED BY THE CITY. FUNDING IS AVAILABLE IN THE WATER AVAILABILITY FUND.

WHEREAS, the City is in need of additional water rights to the Rio Grande to meet the City's water requirements; and

WHEREAS, the City Council finds that the purchase and acquisition of these water rights is in the best interest of the City.

**NOW, THEREFORE,** BE IT RESOLVED, that the City of Laredo City Council does hereby authorize the city manager to sign the Water Rights Sales Agreement, attached hereto as Exhibit A, between the City of Laredo and Colombia Bridge Development Properties, LP, in which the City is agreeing to purchase the right to divert and use 173.15 acre feet per annum of Class "A" irrigation priority use water rights to the Rio Grande River which after conversion from irrigation rights to municipal use rights amounts to 86.575 acre feet of municipal use rights per annum at \$2,250.00 per ac./ft., for a purchase price of \$194,793.75; and further authorizing the city manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication No. 23-2695 of the seller and combined with Certificate of Adjudication No. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Raul G. Salinas, Mayor

ATTEST:

APPROVED AS TO FORM:  
Raul Casso, City Attorney

\_\_\_\_\_  
Gustavo Guevara  
City Secretary

By: Valeria M. Acevedo  
Valeria M. Acevedo  
Asst. City Attorney

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return) <i>Colombia Bridge Development Properties LP</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <i>241 Cape May</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Corpus Christi, TX 78412</i>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	or
	Employer identification number
	<i>26118921635</i>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>6-15-09</i>
------------------	---	-----------------------

**Purpose of Form.**  
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

STATE OF TEXAS

§

***WATER RIGHTS SALES AGREEMENT***

COUNTY OF WEBB

§

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THIS AGREEMENT is entered into this \_\_\_\_\_ day of June, 2009, by and between, **COLOMBIA BRIDGE DEVELOPMENT PROPERTIES LP**, a Texas limited partnership, 241 Cape May, Corpus Christi, Nueces County, Texas, 78412 (hereinafter collectively called “**SELLER**”) and the **CITY OF LAREDO**, 5816 Daugherty Avenue, a municipality of the State of Texas, Webb County, Laredo, Texas 78041 (hereinafter called “**BUYER**”) for the purpose of setting forth the Agreement between the parties, whereby **SELLER**, subject to the terms and conditions of this Agreement, agrees to transfer Water Rights to **BUYER**.

***Water Rights***

1. (a) **SELLER** owns the right to divert and use from the Rio Grande, a maximum of not to exceed **173.15 acre feet** per annum to irrigate land in Webb County, Texas, on a Class “A” irrigation priority basis, being a portion of those water rights evidenced by Certificate of Adjudication No. 23–2695, owned by **SELLER**. **SELLER** agrees to transfer said water rights to **BUYER**, and **BUYER** has agreed to purchase and accept title to the said water rights, hereinafter referred to as the “Water Rights.”

(b) The Water Rights covered by the Agreement are appurtenant to the property described in that certain Correction Contribution Deed dated December 21, 2007 of record as Document No. 1009270, Volume 2612, Pages 376-380 of the Official Public Records of Webb County, reference to which is hereby made for all purposes, and the Water Rights have not been previously severed from this property. After conversion from irrigation use, the Water Rights will represent a diversion right of **86.575 acre feet** per annum for municipal use purposes.

2. For and in consideration of \$194,793.75 (the “Purchase Price”) to be paid by **BUYER** as hereinafter provided, **SELLER** will transfer to **BUYER**, and **BUYER** hereby purchases the Water

Rights from **SELLER** consistent with necessary proceedings before the Texas Commission on Environmental Quality, (hereinafter referred to as "TCEQ") and subject to the terms and conditions provided in this Agreement.

The Purchase Price is payable in cash to **SELLER** upon the closing of this transaction in accordance with the terms hereof when the TCEQ approves the transfer of the Water Rights as provided for below.

#### *Escrow Funds*

3. It is agreed that **BUYER** will deposit or has deposited Ten-Thousand and no/100ths Dollars (\$10,000.00) with Glenn Jarvis, Trustee, Attorney at Law, 1801 South 2<sup>nd</sup> Street, Inter National Bank Bldg., Suite 550, McAllen, Texas, 78503 as escrow agent, which sum shall be held by him in Trust and paid to **SELLER** when this transaction is closed, or refunded to **BUYER**, if this transaction is not closed, as provided herein.

#### *TCEQ Proceedings and Closing*

4. The parties acknowledge that it is the essence of this transaction that the TCEQ approve the change of ownership, place and purpose of use, and point of diversion of the Water Rights; and, because of this condition, it is especially agreed as follows:

(a) Final closing of this transaction and delivery of the Purchase Price are subject to and dependent on approval by the TCEQ of the change of ownership, place and purpose of use and point of diversion of the Water Rights; and the issuance by the TCEQ of Amended Certificate(s) of Adjudication evidencing such approval, and combining the Water Rights with other water rights of **BUYER**, or such other orders as are necessary under the circumstances authorizing the transfer of the Water Rights to **BUYER**.

(b) **SELLER** hereby authorizes **BUYER** to file an Application with the TCEQ for approval of this transfer and change of place and purpose of use and point of diversion and agrees to execute the necessary documents required of **SELLER** for such proceeding. **BUYER** shall commence such proceedings within thirty (30) calendar days following **BUYER**'s receipt of the Conveyance of the Water Rights provided for in subparagraph (c) below. The expenses of this transaction and such proceeding shall be borne by **BUYER**, including the expenses of any public hearings or proceedings before said TCEQ, and required filing and recording fees; provided, however, **SELLER** agrees to pay any expenses directly incurred by **SELLER**, including attorney fees, in order to place **SELLER** in a position to transfer the Water Rights or otherwise, in connection with this transaction. **BUYER** agrees to initiate and pursue said proceedings, and **SELLER** agrees to cooperate with **BUYER** in connection therewith, with all due diligence and care so as to complete same and procure approval of this transfer in such TCEQ proceedings within 120 calendar days following the initial filing of the Application with the TCEQ, but any delay brought about by the TCEQ proceedings and not attributable to the conduct of the parties, which causes a delay of closing beyond the 120-day period, shall not be grounds for cancellation of this Agreement.

(c) In order to properly seek and obtain said approval of the TCEQ and to accomplish the transfer of the Water Rights, **SELLER** agrees to execute or have executed, a conveyance with general warranty of title to the Water Rights to **BUYER**, as well as such other applications or documents necessary to accomplish the transfer of the Water Rights, all of which documents shall be in form and substance acceptable to **BUYER** and **SELLER** and TCEQ. Even though a Conveyance and transfer of said Water Rights is given or provided by **SELLER**, **SELLER** shall not receive the Purchase Price until the TCEQ has issued an Amendment to Certificate of Adjudication No. 23-2695, or should **BUYER** desire to combine the Water Rights with other water rights owned

by **BUYER** evidenced by such Certificate of Adjudication designated by **BUYER**, or such other order or orders approving this transfer. The Purchase Price shall be delivered to **SELLER** within seven (7) calendar days following issuance and delivery of the said TCEQ approval order(s) and Amended Certificate(s) of Adjudication to Glenn Jarvis, Attorney at Law, Trustee, (the "Escrow Agent") as closing attorney, at his offices located at 1801 South 2<sup>nd</sup> Street, Inter National Bank Bldg., Suite 550, McAllen, Texas, where closing and delivery of the Purchase Price to **SELLER** shall take place.

(d) **SELLER** agrees to provide authentic copies of all title documents evidencing the **SELLER's** interest in the Water Rights. Notwithstanding any other provision hereof **BUYER'S** performance under this Agreement is subject to receipt of an Opinion of legal counsel or other acceptable opinion establishing the **SELLER's** interest in the Water Rights and the non-existence of liens encumbrancing the Water Rights. It is agreed by both parties that such opinion of title and non-existence of liens given by the Escrow Agent at **BUYER's** expense shall be acceptable to both parties, and that Escrow Agent shall file the necessary Application(s) with the TCEQ as provided above.

(e) In the event the TCEQ does not issue its final approval order of such transfer on or before the expiration of nine (9) months from the date of this Agreement, then said Conveyance shall be returned to **SELLER** by the Escrow Agent and all portions of the transaction shall be canceled by appropriate legal means, and the escrow funds, shall be returned to **BUYER**. In such event, neither party shall have any further obligation to the other and the parties agree to sign such instruments and take such actions as are required to place the parties in the position each was in with respect to such Water Rights prior to entering into this Agreement.

#### *Water Allocations*

5. **SELLER** agrees to pay any penalty, interest, and assessments accrued and owing the

TCEQ pertaining to the Water Rights prior to or at closing of the transaction.

***Specific Performance***

6. It is agreed that either party hereto may demand specific performance of this Agreement, provided, however, (a) specific performance may not be demanded if the reason for **BUYER's** or **SELLER's** failure to perform is a failure of or defect in **SELLER's** ability to transfer the Water Rights or title to the Water Rights, or (b) specific performance may not be demanded by either party if the failure to perform is due to the failure of the TCEQ to approve the transfer of said Water Rights unless such failure is due to act(s) or omission(s) in the performance obligations hereunder of the party against whom specific performance is sought.

***Severance***

7. It is agreed that **BUYER** is hereby purchasing the Water Rights as a right separate and apart from the property of **SELLER** to which said Water Rights attached prior to this transaction described in paragraph 1(b) above, or any other water rights which may be appurtenant to said property, and no interest in same is intended to be sold, transferred or conveyed hereby.

***Liens***

8. **SELLER** agrees to provide consent to the transfer of the Water Rights, properly executed by any lienholders holding a lien or other claim against the Water Rights of **SELLER**, or property to which said Water Rights were appurtenant prior to the transfer of same as contemplated by this Agreement or **SELLER** shall provide **BUYER** a written, acknowledged statement that there are no such lienholders or such other documentation in this respect acceptable to **BUYER**.

***Texas Law to Apply***

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement are performable in Webb, Texas.

*Successors*

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

*Authority*

11. The persons signing below on behalf of **SELLER** and **BUYER** personally represent and warrant that each has full right and authority to execute this Agreement, on behalf of the **SELLER** or **BUYER** as the case may be.

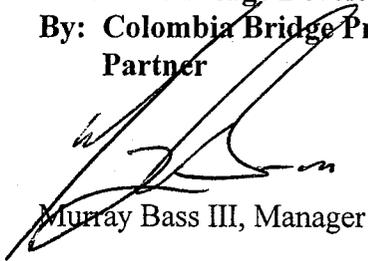
EXECUTED by the parties in Duplicate Originals on the dates indicated below.

[ Remainder of page is intentionally left blank ]

**SELLER:**

**Colombia Bridge Development Properties, LP  
By: Colombia Bridge Properties, LLC, General  
Partner**

Date 6/15/09

  
Murray Bass III, Manager

**BUYER:**

**CITY OF LAREDO**

Date: \_\_\_\_\_

By:

Its: \_\_\_\_\_

  
6/25/09

Receipt of the above escrow amount is hereby acknowledged, and the undersigned escrow agent agrees that said transaction and escrow funds will be handled as agreed upon by BUYER and SELLER above.

\_\_\_\_\_  
Escrow Agent  
GLENN JARVIS  
ATTORNEY AT LAW

DATE:

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/06/09	<b>SUBJECT: RESOLUTION-2009-R- 082</b> Authorizing the City Manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality (TCEQ) on behalf of the City requesting that Water Rights amounting to the right to divert and use a maximum of 133.71 acre feet per annum of water from the Rio Grande for irrigation purposes on a Class "A" irrigation priority basis owned by the City of Laredo, being a portion of the water rights evidenced by Certificate of Adjudication no. 23-2695-A be severed from Certificate of Adjudication no. 23-2695A of the City of Laredo and combined with Certificate of adjudication no.23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City.
<b>INITIATED BY:</b> Jesus Olivares, Asst. City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr. P.E. Utilities Director
<b>PREVIOUS COUNCIL ACTION:</b> NONE	
<b>BACKGROUND:</b> After working with TCEQ, it was determined that some 62.82 acres of land that the City acquired from T.S.Scibienski, was located within the land to be irrigated under Certificate of Adjudication no. 23-695. After considerable calculation by TCEQ and evaluating the various deed conveyances, it was determined that the City of Laredo owned a pro-rated share of the water rights amounting to the right to divert and use 133.71 acre feet per annum from the Rio Grande for irrigation purposes with a Class "A" irrigation priority. Now that ownership has been clarified and determined, the City should change the place of use of these water rights from the land they are currently appurtenant to in and around the Colombia Bridge to the municipal water service area of the City, change the purpose of use of the water rights from irrigation to municipal and change the point of diversion from the existing designated diversion point in the Colombia Bridge area to the diversion point of the City servicing its water treatment plant. In changing the purpose of use of the irrigation rights to municipal use, a conversion factor is applied which results in changing the priority of allocation of rights and the amount of the diversion right from 133.71 to 66.85 acre feet per annum of municipal use water allocated on a municipal priority basis.	
<b>FINANCIAL IMPACT:</b> NONE	
<b>COMMITTEE RECOMMENDATION:</b> Operations Committee	<b>STAFF RECOMMENDATION:</b> Approval of this resolution.

**RESOLUTION 2009 – R- \_\_\_\_\_**

AUTHORIZING THE CITY MANAGER TO SIGN AND FILE NECESSARY APPLICATION(S) WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ON BEHALF OF THE CITY REQUESTING THAT WATER RIGHTS AMOUNTING TO THE RIGHT TO DIVERT AND USE A MAXIMUM OF 133.71 ACRE FEET PER ANNUM OF WATER FROM THE RIO GRANDE FOR IRRIGATION PURPOSES ON A CLASS “A” IRRIGATION PRIORITY BASIS OWNED BY THE CITY OF LAREDO, BEING A PORTION OF THE WATER RIGHTS EVIDENCED BY CERTIFICATE OF ADJUDICATION NO. 23-2695A BE SEVERED FROM CERTIFICATE OF ADJUDICATION NO. 23-2695A OF THE CITY OF LAREDO AND COMBINED WITH CERTIFICATE OF ADJUDICATION NO. 23-3997, AS AMENDED, OF THE CITY AND THAT THE POINT OF DIVERSION, PURPOSE AND PLACE OF USE OF SAID WATER RIGHTS BE CHANGED AS REQUIRED BY THE CITY.

WHEREAS, the City is in need of additional municipal water rights to the Rio Grande to meet the City’s municipal water requirements; and

WHEREAS, the City Council finds that the change of place and purpose of use and point of diversion of irrigation water rights owned by the City is in the best interest of the City.

**NOW, THEREFORE,** BE IT RESOLVED, that the City of Laredo City Council does hereby authorize the city manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality on behalf of the City requesting that its water rights amounting to the right to divert and use a maximum of 133.71 acre feet per annum of water from the Rio Grande for irrigation purposes on a Class “A” irrigation priority basis owned by the City of Laredo, being a portion of the water rights evidenced by Certificate of Adjudication No. 23-2695A, be severed from Certificate of Adjudication No. 23-2695 and combined with Certificate of Adjudication No. 23-3997, as amended, of the City and that the point of diversion and place of use of said water rights be changed as required by the City, and that the purpose of use be converted from irrigation to municipal use resulting in the right to divert and use a maximum of 66.855 per annum.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Raul G. Salinas, Mayor

ATTEST:

APPROVED AS TO FORM:  
Raul Casso, City Attorney

\_\_\_\_\_  
Gustavo Guevara  
City Secretary

By: Valeria M. Acevedo  
Valeria M. Acevedo  
Asst. City Attorney

**APPLICATION TO SEVER RIGHTS FROM  
CERTIFICATE OF ADJUDICATION NO. 23-2695A  
AND TO COMBINE RIGHTS WITH CERTIFICATE OF  
ADJUDICATION NO. 23-3997, AS AMENDED  
RIO GRANDE**

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Pursuant to the Texas Water Code and the Commission's Rules and Regulations, **THE CITY OF LAREDO**, a municipal corporation of Webb County, Texas, (hereafter called **APPLICANT**), hereby requests the Commission to change the point of diversion, place and purpose of use of the right to divert up to a maximum of **133.71 acre feet** of water per annum from the Rio Grande on a Class "A" Irrigation priority basis being a portion of those water rights evidenced by **Certificate No. 23-2695A**, and as grounds for this Application, Applicant would state as follows:

1. Applicant owns rights under Certificate of Adjudication No. 23-2695A, amounting to the right to divert 133.71 acre feet per annum for irrigation purposes on a Class "A" priority basis, hereinafter referred to as the "**Water Rights**."

2. The existing purpose of use of the Water Rights is for irrigation purposes. Applicant will utilize the allocated water under the Water Rights for municipal purposes, and therefore, a change in purpose of use from irrigation to municipal use with municipal priority of allocation is hereby requested.

3. (a) The existing place of use of the Water Rights of Applicant is upon property in Webb County, Texas, owned by Applicant.

(b) The proposed new place of use of the Water Rights of Applicant is within the service area of Applicant in Webb County, Texas, as it presently exists, or as it is hereafter changed.

4. The diversion point of the Water Rights is requested to be changed to the diversion points of Applicant described in Certificate of Adjudication No. 23-3997, as amended, and are well known to the Rio Grande Watermaster and shown in the Commission's records.

5. Applicant requests that the Commission issue an Order severing the Water Rights, evidenced by Certificate of Adjudication No. 23-2695A from said Certificate and combining the Water Rights with Applicant's other water rights under Certificate of Adjudication No. 23-3997, as amended, and that such Order be made a part of the Commission files pertaining to Certificate of Adjudication No. 23-2695A.

6. Applicant states that the change of point of diversion, and place and purpose of use, as requested herein, does not contemplate an increased appropriation of water or rate of diversion

which would harm any other existing water right holders on the Rio Grande below Amistad and Falcon Reservoirs; and will not prejudice any other water right holder on the Rio Grande below Amistad Reservoir. Current Commission rules provide in cases of change in purpose of use and priority of allocation from irrigation to municipal use with a municipal priority of allocation on the Lower Rio Grande, that a conversion factor be applied which results in Applicant's right of diversion being limited to **66.855 acre feet** of water per annum for municipal purposes with a municipal priority of allocation on the Rio Grande. Applicant does not object to the application of such existing rule, but does so without prejudice to any rights it may have in the event such rule is amended, changed or eliminated in the future.

7. Applicant understands that the Commission may require additional information in regard to the requested Amendment of the Water Rights before considering this Application. Applicant is submitting the required fees herewith.

8. The address of Applicant is:

THE CITY OF LAREDO, TEXAS  
5816 Daugherty Avenue  
Laredo, TX 78041

**Tax I.D.: 74-6001573**

WHEREFORE, Applicant respectfully requests that the Commission approve this Application and issue an Amended Certificate of Adjudication No. 23-3997 and such other appropriate orders as are necessary changing the point of diversion, place and purpose of use of the above described Water Rights as above requested, and to combine same with the other water rights of Applicant under Certificate of Adjudication No. 23-3997, as amended, and for such other relief to which Applicant is entitled.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTESTED TO:

CITY OF LAREDO, TEXAS

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

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

Its: \_\_\_\_\_



STATE OF TEXAS           §  
COUNTY OF WEBB       §

SUBSCRIBED AND SWORN TO BEFORE ME by the said \_\_\_\_\_

in the capacity as stated on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for The State of Texas

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/06/09	<b>SUBJECT: MOTION</b> <b>AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH DANNENBAUM ENGINEERING FOR THE PRELIMINARY ENGINEERING DESIGN PHASE AND FEASIBILITY STUDY OF THE RIO GRANDE LOW WATER WEIR PROJECT FUNDED BY THE INTERNATIONAL BOUNDARY AND WATER COMMISSION FOR THE DEVELOPMENT OF A WEIR ALONG THE RIO GRANDE RIVER, SAID WEIR BEING CONSTRUCTED PRIMARILY FOR WATER STORAGE, CONSERVATION, GENERATING HYDROELECTRIC POWER AND PROVIDING RECREATIONAL OPPORTUNITES FOR CITIZENS OF BOTH THE U.S. AND MEXICO; THE USIBWC PROPOSES TO COST SHARE IN THIS STUDY IN AN AMOUNT NOT TO EXCEED \$250,000.00.</b>	
<b>INITIATED BY:</b>  Jesus M. Olivares, Assistant City Manager		<b>STAFF SOURCE:</b>  Tomas M. Rodriguez, Jr. P.E., Utilities Director
<b>PREVIOUS COUNCIL ACTION:</b> City Council approved a resolution authorizing the City Manager to execute an agreement with USIBWC in the amount of \$250,000.00 on August 25, 2008.		
<b>BACKGROUND:</b>  The USIBWC proposes to provide the City of Laredo with funding up to \$250,000.00 for the preparation of a feasibility study for a conservation project on the Rio Grande to be constructed between the Falcon and Amistad Dams. The city has already performed some of the preparation such as an appraisal study to assess the feasibility of a weir and the production of hydropower.		
<b>FINANCIAL IMPACT:</b> Funding will be obtained from USIBWC in the amount of \$250,000.00.		
<b>COMMITTEE RECOMMENDATION:</b> Finance and Operations Committees		<b>STAFF RECOMMENDATION:</b> Approval

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/6/09	<b>SUBJECT: MOTION</b> Approve change order #3 to Jimmy Closner Construction Co., Inc for the project on SH 359 Colonias Water Distribution and Wastewater Collection Systems, Work Order No. 3 in the amount of \$24,537.75 to consolidate the quantities of the project with the exception of Old Milwaukee. The construction contract time is extended for an additional 90 calendar days. The revised contract amount is \$4,743,221.90. This change order is subject to approval by the Texas Water Development Board. The new construction time including this change order will be 855 calendar days. Funding is available in the Colonias Fund.															
<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr., P.E., Utilities Director															
<b>PREVIOUS COUNCIL ACTION:</b> Awarding a construction contract on December 18, 2006. City Council approved change order #1 on March 10, 2008. City Council approved change order #2 on March 2, 2009																
<p><b>BACKGROUND SUBJECT: MOTION</b></p> <p>The contractor has completed the project with the exception of Old Milwaukee; the consolidation of the quantities in the amount of \$24,537.75 is for seven Colonias completed at the SH 359 Area. The contractor for this change order also will do the adjustment of the manholes and valves at D-5 Acres due to the paving of the streets. The contractor requested an extension of 90 days to finish the project. The new contract time ends on August 2, 2009.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">- Original Contract</td> <td style="width: 20%; text-align: right;">\$4,697,756.20</td> <td style="width: 40%;">540 calendar days</td> </tr> <tr> <td>- Change Order #1</td> <td style="text-align: right;">\$ 20,927.95</td> <td>45 calendar days</td> </tr> <tr> <td>- Change Order #2</td> <td style="text-align: right;">\$ 0.00</td> <td>180 calendar days</td> </tr> <tr> <td>- Change Order #3</td> <td style="text-align: right;">\$ 24,537.75</td> <td>90 calendar days</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">Total</td> <td style="border-top: 1px solid black; text-align: right;">\$4,743,221.90</td> <td style="border-top: 1px solid black;">855 calendar days</td> </tr> </table>		- Original Contract	\$4,697,756.20	540 calendar days	- Change Order #1	\$ 20,927.95	45 calendar days	- Change Order #2	\$ 0.00	180 calendar days	- Change Order #3	\$ 24,537.75	90 calendar days	Total	\$4,743,221.90	855 calendar days
- Original Contract	\$4,697,756.20	540 calendar days														
- Change Order #1	\$ 20,927.95	45 calendar days														
- Change Order #2	\$ 0.00	180 calendar days														
- Change Order #3	\$ 24,537.75	90 calendar days														
Total	\$4,743,221.90	855 calendar days														
<b>FINANCIAL IMPACT:</b> Funding is available in the Colonias Project Fund, account no. 451-8310-535-9301.																
<b>COMMITTEE RECOMMENDATION:</b> Operations Committee Finance Committee	<b>STAFF RECOMMENDATION:</b> Approval of change order.															

**Construction Change Order**

Project: City of Laredo - SH 359 Planning Area Work Order #3  
Water Distribution Line and Wastewater Collection System

C.O. No.: 3

Contractor: Jimmy Closner & Sons Construction, Inc.  
P.O. Box 170  
Mercedes, Texas 78570

Date: June 11, 2009

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the contract and all provisions of the contract shall apply hereto.

Item No.	Description of Changes, Quantities, Units, Unit Prices	Decrease in Contract Price	Increase in Contract Price
I. Base 4	DEDUCT 727 LF of 6" PVC DR 14 C900 @ \$16.55/LF	\$(12,031.85)	
I. Base 6	DEDUCT 10 EA of 3/4" Single (-30') Water Service @ \$325/EA	\$(3,250.00)	
I. Base 10	DEDUCT 2 EA of 8" Gate Valve @ \$815/EA	\$(1,630.00)	
I. Base 11	DEDUCT 3 EA of 16" Butterfly Valve @ \$3,850/EA	\$(11,550.00)	
I. Base 21	DEDUCT 75 LF of 8" SDR-26 SS (12-14 ft depth) @ \$26.35/LF	\$(1,976.25)	
II. Base 35	DEDUCT 13 EA of 6" Double (-30') SS Service @ \$350/EA	\$ (4,550.00)	
II. Base 38	DEDUCT 6 EA Standard Manhole (4-8 ft depth) @ \$3,805/EA	\$ (22,830.00)	
I. Base 5	ADD 811 LF of 8" PVC DR 14 C1900 @ \$20.10/LF		\$16,301.10
I. Base 7	ADD 7 EA of 3/4" Single (+30') Water Service @ \$505/EA		\$3,535.00
I. Base 8	ADD 2 EA of 1" Double (-30') Water Service @ \$480/EA		\$960.00
I. Base 9	ADD 15 EA of 1" Double (+30') Water Service @ \$705/EA		\$10,575.00
I. Base 12	ADD 1 EA of 16" Tapping Sleeve & Valve @ \$4,750/EA		\$4,750.00
I. Base 15	ADD 3 EA of 2" Blow off Valve @ \$1,240/EA		\$3,720.00
II. Base 29	ADD 112 LF of 10" SDR-26 SS (12-14 ft depth) @ \$26.75/LF		\$ 2,996.00
II. Base 33	ADD 1 EA of 6" Single (-30') SS Service @ \$315/EA		\$ 315.00
II. Base 34	ADD 6 EA of 6" Single (+30') SS Service @ \$350/EA		\$ 2,100.00
II. Base 36	ADD 12 EA of 6" Double (+30') SS Service @ \$440/EA		\$ 5,280.00
II. Base 43	ADD 5 EA Drop Manhole (12-16 ft depth) @ \$4,650/EA		\$ 23,250.00
II. Base 48	ADD 1 EA Tie-In to Existing Manhole @ \$2,000/EA		\$ 2,000.00
Alt. 4.4	ADD 105 LF of 12" SDR 26 SS (12-16 ft depth) @ \$29.75/LF		\$ 3,123.75
New	ADD 1 EA of Adjust Manhole at STA 5+00 @ \$275/EA (D-5 Acres)		\$ 275.00
New	ADD 1 EA of Adjust Manhole at STA 9+57 @ \$250/EA (D-5 Acres)		\$ 250.00
New	ADD 1 EA of Adjust Manhole at STA 9+75 @ \$975/EA (D-5 Acres)		\$ 975.00
New	ADD 1 EA of Adjust Manhole at STA 12+70 @ \$975/EA (D-5 Acres)		\$ 975.00

Item No.	Description of Changes, Quantities, Units, Unit Prices	Decrease in Contract Price	Increase in Contract Price
New	ADD 1 EA of Adjust Manhole at STA 16+20 @ \$975/EA (D-5 Acres)		\$ 975.00
		Total Decrease	Total Increase
		\$(57,818.10)	\$82,355.85
		<b>Net Increase</b>	<b>\$24,537.75</b>

**JUSTIFICATION**

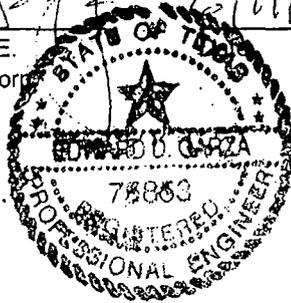
1 - To match quantities in place for 7 of the 8 colonias;

Contract Price Including Previous Change Orders:	\$ 4,718,684.15	Contract Time Including Previous Change Orders	765 Days
Net Decrease Resulting from this Change Order:	\$24,537.75	Net Increase Resulting from this Change Order:	45 Days
Current Contract Price Including this Change Order:	\$4,743,221.90	Current Contract Time Including this Change Order:	810 Days

Recommended By:

Accepted by:

  
Edward D. Garza, P.E.  
Crane Engineering Corp.



\_\_\_\_\_  
Robert Closner Date  
Jimmy Closner & Sons Construction, Inc.

Approved by:

Approved by:

\_\_\_\_\_  
Tomas M. Rodriguez, Jr., P.E.  
City Utilities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlos R. Villarreal  
City Manager

\_\_\_\_\_  
Date

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/06/2009	<b>SUBJECT: MOTION(S)</b> Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P. for the hardware and software maintenance of the Laredo Bridge System Toll Collection Equipment. This maintenance service contract is for a term not to exceed one (1) year effective October 1, 2009 and will not exceed \$160,000.00. Funding is contingent upon availability in the FY 09-10 Bridge Fund Budget.	
<b>INITIATED BY:</b>  Jesus M. Olivares, Assistant City Manager		<b>STAFF SOURCE:</b>  Mario I. Maldonado, Jr., Bridge Manager
<b>PREVIOUS COUNCIL ACTION:</b> At the September 02, 2008 City Council meeting, Council approved an extension to the maintenance service agreement contract between the City of Laredo and TransCore for the hardware and software maintenance of the Bridge System Toll Equipment. This extension was for one (1) year effective October 1, 2008 and for an amount not to exceed \$320,000.00. This was the last extension to the original contract approved by City Council on 9/27/04.		
<b>BACKGROUND:</b> Over the past several years, the Laredo Bridge System has maintained a software/hardware maintenance contract with TransCore, L.P., so as to insure that our toll equipment, both on the hardware as well as the software side is adequately maintained. This insures the 24/7 operation integrity and continued excellence in servicing our valued customer.  The toll equipment technicians are experienced enough to handle a high amount of the hardware problems and consequently our hardware maintenance needs have been cut in half. The in house software maintenance capability is very limited though and thus our continued need for 100% assistance from TransCore, L.P., is essential.		
<b>FINANCIAL IMPACT:</b> Total cost for the one year contract with TransCore, L.P., is \$160,000.00. Funding is contingent upon availability in the FY 09-10 Bridge Fund budget line item Maintenance of Machinery & Equipment. The contract amount will be divided equally among the four divisions (553-4010, 553-4012, 553-4015 and 553-4061).		
<b>COMMITTEE RECOMMENDATION:</b>  N/A		<b>STAFF RECOMMENDATION:</b> To execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P.

**TransCore – The City of Laredo Bridge System**  
**Toll Collection System Maintenance Service Contract**

**MAINTENANCE SERVICE CONTRACT**  
**BETWEEN THE CITY OF LAREDO AND TRANSCORE, L.P.**

This CONTRACT made this \_\_\_ day of \_\_\_\_\_, 2009, and effective as of the 1<sup>st</sup> day of October, 2009 and ending on the 30<sup>th</sup> day of September, 2010 by and between the City of Laredo, Texas, hereinafter termed the “Customer”, and TransCore, LP a Delaware limited partnership, and its successors or assigns, hereinafter termed the “Contractor”.

WITNESSETH:

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 and B 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 **Enclosures “A” – Scope of Work**.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

This Contract provides for payment in accordance with the price set forth in **Enclosure “A” – Scope of Work**

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 Scope of Work documents; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, training and other accessories and services and whatever else may be necessary to complete the said services in accordance with the Scope of Work documents.

1. **SERVICES:** Contractor agrees to begin the work on the 1<sup>st</sup> day of October 2009 and to complete the work in accord with the Contract documents, including this Contract and its Enclosure A – Scope of Work. This Contract is for a term not to exceed one (1) year, 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. **PAYMENT:** For the Contractor’s satisfactory performance of all the work called for hereunder, the Customer shall pay the Contractor the annual sum of one hundred sixty thousand dollars (**\$160,000.00**) in accordance with **Enclosure “A” – Scope of Work**, which represents the Contract price, to be paid in twelve (12) monthly payments. 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 Contract, and any decreases in the Contract amount or funding can be made only by a written Amendment to this Contract, executed by the parties hereto. The Contract amount cannot be increased or decreased without a written amendment of this Contract, agreed to and signed by the parties hereto.

3. **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.
4. **NOTICES:** All notices or other communications hereunder shall be in writing and shall be sent by fax to the numbers set forth below and will be deemed delivered on the date on which the fax is transmitted.

All written notices to the Customer shall be addressed to:

Mr. Carlos Villarreal  
City Manager  
1110 Houston  
Laredo, Texas 78040  
Tel. No. 956.791.7302  
Fax No. 956.791.7498

And also to:

Bridge Director, City of Laredo  
PO Box 579  
Laredo, Texas 78042  
Tel No. 956.791.2200  
Fax No. 956.729.2061

All written notices to the Contractor shall be addressed to:

Mr. Randy Lester  
Associate Director of Contracts  
TransCore, LP  
9440 Carroll Drive Suite 150  
San Diego, CA 92121  
Tel. No. 858-736-8370  
Fax No. 858-736-8201

And also to:

Mr. Tracy Marks  
Vice President, Regional Manager  
TransCore, LP  
4903 West Sam Houston Parkway North  
Houston, Texas 77041

Tel. No. 713.939.5400  
Fax No. 713.355.3349  
And also to:  
Mr. Ron Barr  
Operations Manager  
TransCore , LP  
4903 West Sam Houston Parkway North  
Houston, Texas 77041  
Tel. No. 713.939.5400  
Fax No. 713.355.3349

Either party may change the person and his or her fax number to which notices hereunder may be addressed by giving prior written notification to the other party.

5. **PRICING, TERMS AND CONDITIONS, INVOICING:** This Contract does not provide for performance or 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 to, and reimbursed by, the Customer
6. The Contractor shall submit certified invoices in accordance with **Enclosure "A" – Scope of Work**. 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.
7. **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.
8. **RIGHT TO CANCEL; SUSPENSION OR TERMINATION:** The Customer reserves the right to suspend or terminate this Contract in whole or in part at any time if the best interests of the Customer require such termination, and, if so, with sixty (60) calendar days written notice to the Contractor. Upon a termination without cause by the Customer, 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 Customer will have the option of: (a) terminating the Contract 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 Contract 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.

9. 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 Contract 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.
10. 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.
11. INSURANCE; INDEMNIFICATION: For the duration of this Contract, 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 "B" – 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 the Contractor's insurance program.
12. 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.

13. 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.

14. 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 Contract 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 Contract 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 \_\_\_\_\_, 2009.

ATTEST:

CITY OF LAREDO, TEXAS

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Carlos Villarreal  
City Manager

TRANSCORE, LP.

By: \_\_\_\_\_  
Vice President, Central Region Manager

**ENCLOSURE "A" – SCOPE OF WORK**

**The City of Laredo Bridge System  
Maintenance Service Agreement**

**Scope of Work**

**A. Maintenance Organization**

The Contractor's chain of command for the maintenance personnel is as follows:

**Site Manager** – The Site Manager is assigned to the project and ensures that the preventive, corrective, routine, and emergency maintenance is performed in strict accordance with the approved maintenance plan. The Site Manager is generally remote, but makes routine visits to each location.

**Lead Technician** – The Lead Technician serves as the day-to-day interface with the Site Manager, as well as being the leading technical expert assigned to the customer.

Contractor's employees have the authority to do whatever is necessary to keep the Toll Collection System running properly.

1. Contractor will provide, at a minimum 1,040 regular labor hours allocated to the Customer with a maximum of 400 hours overtime, Contractor maintenance advisory services person in Laredo. Additional overtime hours will be billed at a rate of \$95.00 an hour, unless otherwise directed or approved in advance by mutual agreement.
2. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday excluding City of Laredo holidays and vacation.
3. Contractor reserves the right to sell some or all of the remaining 1,040 hours to other Contractor projects. Any time not sold by Contractor to other projects will be devoted to the Customer at no additional cost. In the event that the Contractor technician is working at another Contractor site and he is needed by the Customer, the Contractor technician will respond on-site as soon as possible, but not more than 48 hours from the time that he is notified by the Customer, unless the Contractor technician is on sick leave or vacation at which time Contractor and the Customer will mutually agree upon a solution to receive on-site maintenance services.

**B. Site Manager**

The primary responsibility of the Site Manager is to supervise the in-lane mechanical force, including scheduling, material procurement, coordinating repairs and tools and other resources required by the Lead Technician. The Site Manager is located in Houston, Texas and will visit the Customer and locations a minimum of 6 (six) times per year.

1. The Site Manager coordinates, manages, and schedules the maintenance activities. Additional duties include the following:
  - Assigns and trains personnel
  - Supervises the equipment maintenance performed by Contractor technicians or subcontract personnel
  - Trains and retrain
  - Interfaces with Contractor senior managers on a regular basis

The ability to evaluate and advise on matters pertaining to the Toll Collection System (TCS) is required to effectively meet the obligations with the Customer.

2. Contractor will specify any/all subcontractors Contractor plans to use for the proposed services, along with a description of the subcontracted activities to be provided. The Customer has the right to review and approve any subcontractors and to request the removal and replacement of any subcontractor who does not perform to the satisfaction of the Customer. Subcontract personnel will be used on an as-needed basis for any civil or electrical type work on a time and material basis. The Customer reserves the right to select such subcontractor or enter into a direct contract with such firm.

**C. Lead Technician**

1. The Lead Technician serves as the day-to-day interface with the Customer or Network Analyst. The responsibilities of this individual range from scheduling work to evaluating and replacing equipment and performing preventive, corrective and emergency maintenance.
2. In addition to the field organization, Contractor has established technology centers in Houston, Dallas, San Diego, and Harrisburg which may be called upon as required or needed.

**D. Maintenance Approach**

1. Contractor will act as the single point of contact for the Customer's TCS hardware and software maintenance. The Site Manager will provide general oversight and coordination of maintenance activities and will serve as the primary liaison.

Contractor field maintenance personnel, who are carefully trained in Contractor methods, procedures, and client-oriented approach, will maintain equipment.

When a technician arrives, he will be fully equipped to service the hardware components. Contractor, as part of its managed-maintenance program, will adhere to a preventive maintenance schedule, taking into consideration predictive maintenance. The history gathered from data collection and analysis will be the basis for predictive maintenance actions.

2. The Customer will be responsible for tracking the utilization of spare parts and inventory in FMMS.
3. Contractor will provide the necessary transportation for the Contractor maintenance personnel and will provide the Customer with an on-board categorized and listed inventory of spare parts as well as weekly reports of spare parts used and the location of such parts for The Customer to update the FMMS database.
4. Contractor will locate their repair center(s) in Customer facilities.

#### **E. Hardware Maintenance**

The hardware maintenance service provides on-site coverage with one (1) half time technician during normal business hours as defined in section A.2. After hours on-call coverage will be maintained on a bi-weekly rotation by a single person.

Contractor will use the Customer's bucket and crash attenuator trucks when required to maintain the toll system in accordance with Customer policies and procedures regarding use of such items. We feel this is the most cost-effective and practical way to accomplish this functionality. Contractor does not require this type of equipment in the typical maintenance of the toll system and will strive to schedule its use in advance as much as possible. Contractor will monitor and evaluate this practice and make a recommendation to the Customer if this policy needs to be reexamined.

#### **F. Software Maintenance**

Contractor will utilize remote software maintenance for the Customer's toll collection system. Customer's toll collection system has been carefully designed and configured so Contractor personnel can maintain software components remotely. The system architecture also supports the following:

- Remote system management
- Remote network management
- Remote problem diagnosis
- Remote database administration
- Remote system administration

The goal of the system architects was to construct a system that minimized management and administration by the local staff.

Contractor distinguishes between two types of software maintenance activity:

- Corrective Maintenance – the diagnosis and correction of software errors
- Adaptive Maintenance – the modification of existing software to meet changes in user needs or system configuration

Corrective maintenance will be provided as part of our maintenance services. Adaptive maintenance will be quoted as required.

All remote support activities performed by Contractor personnel will conform to the Customer policies and procedures intended to assure the security of the Customer's system and information assets.

Typical software maintenance and system administration duties include the following:

- System and data disk monitoring
- System resource monitoring
- System task monitoring
- Time service checking
- System backup management
- Network monitoring
- Automated daily processes management
- Periodic disk defragmentation
- Periodic data/system growth evaluation

1. The hardware, firmware, software, and software maintenance is warranted as defined in the original contract documents, including the RFP, Contractor's proposal and the DDD.
2. Any change in functionality outside the original contracted scope of work will be quoted outside this Contract.
3. All changes, modifications and updates required for software maintenance will be submitted by Contractor to the Customer's designated representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any software changes for documentation of changes.
4. All notations, format changes and changes in procedures resulting from any action(s) above will be submitted by Contractor in the form of release notes prior to and after any software changes for documentation of changes.
5. Unless it will adversely affect operations and traffic processing, all software maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

## **G. Database and Network Administration**

Typical database and network administration duties include the following:

- Confirm database availability
  - Monitor alert logs
  - Verify free table space
  - Analyze database growth rate
  - Administer global data changes
  - Review database file activity
  - Perform tuning and maintenance
  - Check data table fragmentation
  - Perform system resource contention adjustments
  - Periodic defragmentation of data table
  - Periodic review of database growth projections
1. Contractor will coordinate network activities with the Customer's designated network administrator.
  2. All changes, modifications and updates required for database maintenance will be submitted by Contractor to the Customer's representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any database changes for documentation of changes.
  3. All notations, format changes and changes in procedures resulting from any action above will be submitted by Contractor in the form of release notes to the Customer. Contractor will submit release notes prior to and after any database changes for documentation of changes.
  4. Unless it will adversely affect operations and traffic processing, all database maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

## **H. Spare Parts**

Contractor recommends maintaining an inventory of spare equipment and parts onsite in a state that will allow them to be put into service immediately if required. All spare parts are to be identical or equivalent to the parts installed as part of the original installation.

## **I. Treadle Maintenance**

The Customer will continue maintaining the items currently in its areas of responsibility including, but not limited to, treadles and gates.

**J. Weigh In Motion (WIM) Maintenance**

Weigh-In-Motion (WIM) scales and VCDs on all fourteen (14) lanes should be tested and calibrated on a monthly basis using a certified, statically weighed truck. This is the responsibility of the Customer's technicians.

**K. Safety**

Contractor personnel will follow all safety rules and regulations observed by the Customers staff at all times. In addition, Contractor personnel will wear dayglow safety vests while working in toll collection lanes.

1. Contractor will be responsible for providing all Customer-required personal safety equipment to its personnel.

**L. Work Outside of this Contract**

Contractor will provide repairs on a time-and-materials basis for any equipment damaged by accident, neglect or abuse at the price indicated in the pricing section. Additional labor charges for this effort will be applied if the corrective action is performed outside of normal business hours.

1. Contractor will keep accurate records of work performed because of an accident. With proper prior notice to and communication with the Customer, Contractor will do any invoicing for such work so the Customer and Contractor may recover costs associated with this work. However, in no event will Contractor be liable for collecting these accident costs from any third parties. Contractor will look solely to the Customer for the prompt payment of these time and materials charges.

**M. Hardware Response Time**

Contractor will respond to all calls received within 24 hours - 48 hours. However, Contractor will strive to be on-site within 24 hours.

**N. Pricing, Terms and Conditions**

This offer is valid for ninety (90) days after which time it expires without obligation. This scope of work does not include the provision of or price thereto of any bonding. If the Customer requires any bond, we will work toward resolve at the time of contract negotiations. This offer does 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 under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer. Shipment of all spare hardware will be calculated as part of the component costs.

Payment terms are net thirty (30) days. Invoicing will commence on the last day of the month in which services have been rendered.

## Pricing is:

Hardware/Software Maintenance Twelve (12) Months	\$160,000.00
Time and Material	\$95.00 per hour Material at cost +15%
Spares, Consumables	Cost +15%

1. Bonds: This contract does not provide for any bonding.
2. Hardware maintenance costs will not include parts replacements, spares, or consumables.
3. Software maintenance will continue to be provided to the Customer by Contractor as per the warranty provisions of the original contract documents.
4. Any labor and materials outside the scope of work of either the surviving portions of this Contract will be billed on a time and material basis after approval to complete has been given by the Customer at a cost of ninety-five dollars (\$95.00) per hour for time & materials work. This would include accidents and force majeure.
5. Spares and consumables:
  - a. The Customer, if desires, may order spare parts and consumables directly from their manufacturers.
  - b. The Customer may procure spare parts from Contractor at cost plus fifteen percent (15%) rate, with shipping costs being a direct-bill, pass-through cost.

**O. Identification**

1. All Contractor personnel working in and around Customer facilities will follow Customer security policies and procedures (such as wearing a picture identification tag at all times).

**ENCLOSURE “B” – 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 Customer 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 Customer 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 Customer, therefore, subject to the Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the Customer, 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 Customer 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 Customer.
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 Customer, 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 Customer 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 Customer 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 Customer 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 Customer is an alternative to other remedies the Customer 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 Customer 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 Customer 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 Customer, 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 Customer 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 Customer 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 Customer in writing of any claims or demands against the Customer 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 Customer 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.

**\*\*\*END OF CONTRACT DOCUMENTS\*\*\***

## COUNCIL COMMUNICATION

<b>DATE:</b> 07/06/09	<b>SUBJECT: MOTIONS</b> Consideration to award contract FY09-060 to the lowest responsible bidder, GCR Tire Centers, Laredo, Texas in the estimated amount of \$337,425.00 for the purchase of truck package tires for all City vehicles. The City did receive a lower bid from A to Z Tire and Battery; however the tires proposed in their bid submittal were not on the City's approved product listing. All tires will be purchased on an as needed basis. Funding is available in the Fleet Department Fund.
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<b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Antonio Lara, Fleet Department Manager Francisco Meza, Purchasing Agent
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**PREVIOUS COUNCIL ACTION:** None.

**BACKGROUND:** The City received four bids for awarding an annual supply contract to furnish truck tires, as needed for all city vehicles. The term of this contract will be for a one year period with an option to renew this contract for two additional one year periods. A to Z Tire and Battery however the tires proposed in their bid submittal were not on the City's approved product listing. Based on the Fleet division's review of the bids submitted it is recommended that a contract be awarded to the GCR Tire Centers, Laredo, TX. All tires will be purchased on an as needed basis.

**Bid Summary**

Vendor	Bid Amount	Buy Back Tire Casing	Total Contract Amount	Comments
<b>GCR Tire Centers</b>	<b>\$397,425.00</b>	(\$ 60,000.00)	\$337,425.00	
Southern Tire Mart	\$385,570.00	(\$40,000.00)	\$345,570.00	
Tire Centers	\$394,477.40	(\$55,000.00)	\$339,477.40	
A-Z Tire & Battery	\$305,370.00	(\$25,000.00)	\$280,370.00	Proposed tires not on city approved list
	\$327,370.00	(\$25,000.00)	\$302,290.00	
	\$328,290.00	(\$25,000.00)	\$303,290.00	
	\$408,630.00	(\$25,000.00)	\$383,630.00	

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 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.

Funding for this service is available in the Fleet Maintenance budget.

Fleet Maintenance Fund – Tires & Tubes Account Number: 593-2810-533-2072

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.
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City of Laredo  
 Bid Tabulation  
 Fleet Truck Tires  
 FY09-060

Section I		Southern Tire Mart Dallas, Texas			Tire Centers Laredo, Texas			GCR Tire Centers Laredo, Texas			
Tire Brand		FIRESTONE			BF Goodrich			FIRESTONE			
Item	Tire Type	Qty	Unit Price	Total	32nd's	Unit Price	Total	32nd's	Unit Price	Total	32nd's
1	315/80R22.5 20 ply	160	\$ 266.00	\$ 42,560.00	20/32	\$ 332.50	\$ 53,200.00	18/32	\$ 272.50	\$ 43,600.00	20/32
2	11R22.5 G-149 LR H 16 ply	200	\$ 223.00	\$ 44,600.00	19/32	\$ 232.05	\$ 46,410.00	18/32	\$ 233.50	\$ 46,700.00	20/32
3	11R22.5 G-177 TLH 16 ply	1,100	\$ 255.00	\$ 280,500.00	31/32	\$ 251.39	\$ 276,529.00	30/32	\$ 262.50	\$ 288,750.00	31/32
4	11R 24.5 G -149 LR H 16 ply	10	\$ 246.00	\$ 2,460.00	19/32	\$ 248.16	\$ 2,481.60	18/32	\$ 244.50	\$ 2,445.00	20/32
5	11R 24.5 G-177 TLH 16 ply	60	\$ 257.50	\$ 15,450.00	31/32	\$ 264.28	\$ 15,856.80	30/32	\$ 265.50	\$ 15,930.00	31/32
<b>Total</b>				<u>\$ 385,570.00</u>			<u>\$ 394,477.40</u>			<u>\$ 397,425.00</u>	
Estimated number of casing returned for credit		(1,000)	\$ 40.00	(40,000.00)		\$ 55.00	(\$55,000.00)		\$ 60.00	(\$60,000.00)	
<b>Low bid determination total</b>				<u>\$ 345,570.00</u>			<u>\$ 339,477.40</u>			<u>\$ 337,425.00</u>	
Buy Back Price Old Tires		#1 Casings	1-2 year	3-4 years							
	315/80R22.5		\$ 60.00	\$ 40.00		\$ 55.00			\$ 50.00		
	11R22.5		\$ 40.00	\$ 20.00							
	11R24.5		\$ 40.00	\$ 25.00							

Section I		A to Z Tire & Battery Armarillo, TX			A to Z Tire & Battery Armarillo, TX			A to Z Tire & Battery Armarillo, TX			A to Z Tire & Battery Armarillo, TX			
Tire Brand		Long March, Advance, GL66,83			Long March, Advance,			Long March & Advance			Long March, Advance,			
Item	Tire Type	Qty	Unit Price	Total	32nd's	Unit Price	Total	32nd's	Unit Price	Total	32nd's	Unit Price	Total	32nd's
1	315/80R22.5 20 ply	160	\$ 280.00	\$ 44,800.00	20/32	\$ 280.00	\$ 44,800.00	20/32	\$ 280.00	\$ 44,800.00	23/32	\$ 280.00	\$ 44,800.00	20/32
2	11R22.5 G-149 LR H 16 ply	200	\$ 185.00	\$ 37,000.00	19/32	\$ 185.00	\$ 37,000.00	19/32	\$ 185.00	\$ 37,000.00	20/32	\$ 185.00	\$ 37,000.00	19/32
3	11R22.5 G-177 TLH 16 ply	1100	\$ 210.00	\$ 231,000.00	32/32	\$ 209.00	\$ 229,900.00	26/32	\$ 279.00	\$ 306,900.00	32/32	\$ 189.00	\$ 207,900.00	21/32
4	11R 24.5 G -149 LR H 16 ply	10	\$ 205.00	\$ 2,050.00	19/32	\$ 205.00	\$ 2,050.00	19/32	\$ 205.00	\$ 2,050.00	20/32	\$ 205.00	\$ 2,050.00	19/32
5	11R 24.5 G-177 TLH 16 ply	60	\$ 224.00	\$ 13,440.00	32/32	\$ 227.00	\$ 13,620.00	26/32	\$ 298.00	\$ 17,880.00	32/32	\$ 227.00	\$ 13,620.00	26/32
<b>Total</b>				<u>\$ 328,290.00</u>			<u>\$ 327,370.00</u>			<u>\$ 408,630.00</u>			<u>\$ 305,370.00</u>	
Estimated number of casing returned for credit		(1,000)	\$ 25.00	(25,000.00)		\$ 25.00	(\$25,000.00)		\$ 25.00	(\$25,000.00)		\$ 25.00	(\$25,000.00)	
<b>Low bid determination total</b>				<u>\$ 303,290.00</u>			<u>\$ 302,370.00</u>			<u>\$ 383,630.00</u>			<u>\$ 280,370.00</u>	
		Tire brand not on approved list			Tire brand not on approved list			Tire brand not on approved list			Tire brand not on approved list			

## COUNCIL COMMUNICATION

<b>DATE:</b>  7/6/09	<b>SUBJECT: MOTION</b> Consideration for approval of change order #3 to Holloman Corporation, in the amount of \$18,281.00, for the Mary Help of Christians Water Booster Station Improvements. This change order is to provide several changes including electrical improvements to provide increased pump station reliability. The construction contract time is to be extended by 60 days to a total of 365 calendar days. The revised contract amount is \$1,628,704.38. Funding for change order is the 2004 Utility Revenue Bond.															
<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodríguez Jr., P.E., Utilities Director															
<b>PREVIOUS COUNCIL ACTION:</b> 2/2/09, Change Order No. 2 adding 45 additional days without and increase in cost.																
<b>BACKGROUND SUBJECT: MOTION</b>  1. Remove and replace old piping and fittings on existing pump suction and discharge lines that were deemed in need of repair prior to placing new station in full service.  <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding-right: 20px;">Original Contract.....</td> <td style="padding-right: 20px;">\$ 1,302,964.00</td> <td style="padding-right: 20px;">200 days</td> </tr> <tr> <td>Change Order #1.....</td> <td>\$ 307,459.38</td> <td>60 days</td> </tr> <tr> <td>Change Order #2.....</td> <td>0.00</td> <td>45 days</td> </tr> <tr> <td>Change Order #3.....</td> <td><u>18,281.00</u></td> <td><u>60 days</u></td> </tr> <tr> <td style="padding-left: 40px;">Total</td> <td>\$ 1,628,704.38</td> <td>365 days</td> </tr> </table>		Original Contract.....	\$ 1,302,964.00	200 days	Change Order #1.....	\$ 307,459.38	60 days	Change Order #2.....	0.00	45 days	Change Order #3.....	<u>18,281.00</u>	<u>60 days</u>	Total	\$ 1,628,704.38	365 days
Original Contract.....	\$ 1,302,964.00	200 days														
Change Order #1.....	\$ 307,459.38	60 days														
Change Order #2.....	0.00	45 days														
Change Order #3.....	<u>18,281.00</u>	<u>60 days</u>														
Total	\$ 1,628,704.38	365 days														
<b>FINANCIAL IMPACT:</b> Funding is available in the 2004 Bond, MHOC Expand Pump Capacity (557-4199-538-0196)																
<b>COMMITTEE RECOMMENDATION:</b> Operations Committee	<b>STAFF RECOMMENDATION:</b> To approve the change order.															

## COUNCIL COMMUNICATION

<b>DATE:</b> 07/6/09	<b>SUBJECT: MOTIONS</b> Consideration to renew contract number FY09-008 awarded to Ferguson Waterworks, San Antonio, Texas in the estimated amount of \$250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the third of eight sixty (60) day supply extensions. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget.
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<b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent
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**PREVIOUS COUNCIL ACTION:** The City Council approved a sixty day contract on 04/20/2009 in the estimated amount of \$250,000.00.

**BACKGROUND:** The City Council authorized a contract for providing the Utilities Department with PVC pipe for a sixty day period. These materials are currently being used for construction and repair projects. The current term of this contract is set to expire on 06/20/09. This is the third of eight sixty (60) day supply extensions. Ferguson Waterworks has agreed to and signed the contract renewal notice to extend the term of this contract for an additional sixty day period. Unit pricing will remain the same for the for the fourth extension period. Staff is recommending that this contract be renewed.

**Contract Award**

Ferguson  
Waterworks

Item	Description	Estimated	Quantity	Current Unit Price
1	2" Pipe, 20' joints	1,000	Ft.	\$ .37
2	3" Pipe, 20' joints	100	Ft.	\$ .72
3	4" Pipe, CL200	100	Ft.	\$ 2.08
4	6" Pipe, CL200	10,000	Ft.	\$ 4.05
5	8" Pipe, CL200	50,000	Ft.	\$ 6.95
6	12" Pipe, CL200	20,000	Ft.	\$ 14.95
7	16" Pipe, DR-18	10,000	Ft.	\$ 20.55
8	10" Pipe, CL200	1,000	Ft.	\$ 10.55
9	14"Pipe, DR-18	1,000	Ft.	\$ 15.80
10	20"Pipe,DR-18	1,000	Ft.	\$ 32.15
11	24"Pipe,DR-18	1,000	Ft.	\$ 46.18

**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

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.
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**COUNCIL COMMUNICATION**

<b>DATE:</b>  07/06/09	<b>SUBJECT: MOTIONS</b> Consideration to amend contract FY08-110, awarded to C.W. Security Laredo, Texas, for providing security guard services for the Bridge System, City Hall, Health Department, Parks and Recreation Department - Civic Center, Solid Waste Department, the Municipal Housing Department, and other departments as needed by adjusting the hourly rate from \$8.75 to \$9.45 effective July 24, 2009. The contract terms and conditions allow for a rate adjustment due to an increase in the federal minimum hourly wage.
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<b>INITIATED BY:</b> Cynthia Collazo, Deputy City Manager Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Rosario C. Cabello, Financial Services Department Director Francisco Meza, Purchasing Agent
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**PREVIOUS COUNCIL ACTION:** Awarded a two year contract to C. W. Tenorio Security on 9/15/08.

**BACKGROUND:** The contract terms and conditions for security guard services allow for price increases only if there is an increase in the minimum hourly wage. Since the minimum hourly wage has been increased by \$0.70 effective July 24, 2009, the contract vendor provided a written request to adjust their contract rate.

City of Laredo Bid Terms and Conditions:

**“8.0 PRICE INCREASE:**  
The hourly rate shall be firm for the contract period, unless the hourly minimum wage is increased by the US. Department of Labor. The hourly rate can be adjusted in the amount increased in the hourly minimum wage. The adjustment request must be submitted in writing to the Purchasing Division for confirmation.“

This contract will expire on September 2008. The rate adjustment will be in effect for one month.

Approximate Contract Hours per week:	866
Hourly Increase	\$ 0.70
Increase per week	\$ 606.20
Annual increase	\$31,522.40

<b>Current Hourly Wage</b>	<b>\$7.25</b>
<b>Previous Hourly Wage</b>	<b>\$6.55</b>

**FINANCIAL IMPACT:** Funds for this contact are available in the department’s budget. The purpose of this contract is to establish prices for the commodities or services needed, should the City/Transit System 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.

Security guard service is budgeted in the following line item budgets:

Bridge System I-Security Guard Service	Account Number: 553-4010-533-5530
Bridge System II-Security Guard Service	Account Number: 553-4012-533-5530
Bridge System III-Security Guard Service	Account Number: 553-4015-533-5530
Bridge System IV-Security Guard Service	Account Number: 553-4061-583-5530
Health Department-Security Guard Service	Account Number: 226-2910-543-5530
Health WIC Department-Security Guard Service	Account Number: 226-6008-543-5530
City Hall-Security Guard Service	Account Number: 101-1250-513-5530
Civic Center-Security Guard Service	Account Number: 243-3135-553-5530
Municipal Housing Department-Security Guard Service	Account Number: 555-3920-543-5530
Solid Waste Department-Security Guard Service	Account Number: 556-2560-533-5530

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this action be approved
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## **C.W.Tenorio Security Inc.**

Lic#C-05239  
2013 Santa Rita  
Laredo, TX.  
956-724-3259  
956-724-5514

**City of Laredo**  
**Purchasing Division**  
5512 Thomas Ave.  
Laredo, TX 78041

May 31, 2009  
To Whom It May Concern:

I want to take this opportunity to thank you for giving C.W.TENORIO SECURITY, INC your business.

In order to maintain the high level of security services for your company you have come rely on, C.W.TENROIO SECURITY will implement a small increase on your rate of 70cents and hr. That will be in effect on 7/24/09. The increase is due to the Federal Minimum Wage increase.

C.W.TENROIO SECURITY strives to improve the quality of its service and the small rate will help us to continue to maintain and enhance the services we provide to you, our valued customer.

We would gladly appreciate your input in this matter, if you have any questions or concerns regarding this letter please feel free to discuss it with us.

Sincerely,

  
Elizabeth Tenorio  
**Owner/Manager**

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

**\$5.85** PER HOUR

BEGINNING JULY 24, 2007

**\$6.55** PER HOUR

BEGINNING JULY 24, 2008

**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**YOUTH EMPLOYMENT** An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment. For more information, visit the YouthRules! Web site at [www.youthrules.gov](http://www.youthrules.gov).

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Civil money penalties of up to \$11,000 per violation may be assessed against employers who violate the youth employment provisions of the law and up to \$1,100 per violation against employers who willfully or repeatedly violate the minimum wage or overtime pay provisions. This law prohibits discriminating against or discharging workers who file a complaint or participate in any proceedings under the Act.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



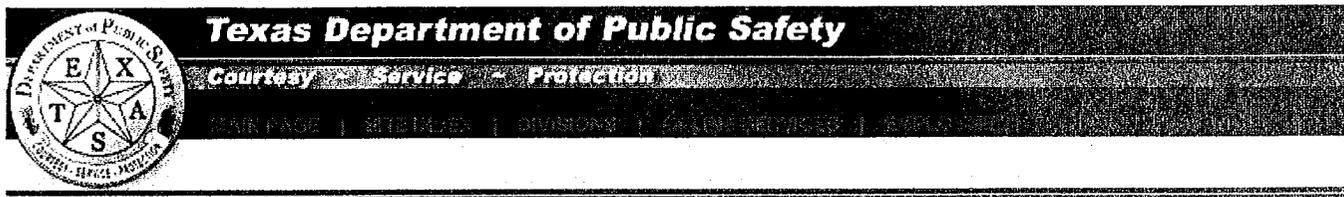
For additional information:

**1-866-4-USWAGE** 

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**



### Company Details

[New Search](#) | [PSB Home](#)

#### Company Details

Name: C W TENORIO SECURITY, INC.  
 License Number: C05239  
 Company Code: C  
 Category: Guard Company  
 Investigation Company

#### Mailing Address

#### Insurance & Company Status

Company Status: Active  
 Company Expiration Date: 6/30/2009  
 Insurance Expiration Date: 6/15/2010  
 Armed Guard Insurance: Yes  
 Guard Dog Insurance: No

#### Owner/Manager

Name
TENORIO, ELIZABETH
TENORIO IV, RODOLFO

#### Employees (Former and Current)

Name
Aguirre, Jose
Alboytez, Albert
ALTAMIRANDO, JAIME
BECERRA, INDALECIO
BECERRA, JOSE
BECERRA, YOLANDA
BECERRA, RAMONA
CANTU, JESUS
CASTILLO, JULIAN
CHARLES, AURORA
DELA ROSA, AUGUSTIN
ESPINOZA, ROBERTO
ESPINOZA, MANUEL
FRAGA, MARIA
FRAGA, FILIBERTO
FRAGA, FILIBERTO
GARZA, YVONNE
GARZA, JESUS
GONZALEZ, CARINA

GONZALEZ , EDGAR  
GONZALEZ , NOHEMI  
HERRERA , ALFONSO  
HINOJOSA , JUAN  
JUAREZ , SANTIAGO  
LARA , RAMON



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2009

PRODUCER (713)521-9251 FAX: (713)521-0125  
**El Dorado Insurance Agency**  
 2515 North Blvd.  
 PO Box 66571  
 Houston TX 77266

INSURED  
**C.W. Tenorio Security, Inc.**  
 2013 Santa Rita  
 Laredo TX 78040

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>First Mercury Insurance Co.</b>	10657
INSURER B: <b>Texas Mutual Insurance</b>	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																
A	X	<b>GENERAL LIABILITY</b>	FMMI019968	6/15/2009	6/15/2010	EACH OCCURRENCE \$ 1,000,000																
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ <b>Included</b>																
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$																
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	TSF0001202058	6/19/2009	6/19/2010	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td><input checked="" type="checkbox"/></td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER																				
E.L. EACH ACCIDENT			\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																			
		OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The Certificate Holder is named as Additional Insured on the General Liability policy. A Waiver of Subrogation is included on the General Liability and Workers Compensation policies in favor of the Certificate Holder.

### CERTIFICATE HOLDER

mcorono@ci.laredo.tx.us  
**City of Laredo**  
 Attn: Mindy  
 P.O. Box 579  
 Laredo, TX 78042

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 R.L. Ring, Jr./GA10

6-22-09  
 MLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2009

<b>PRODUCER</b> PENA INSURANCE AGENCY 220 W. HILLSIDE RD LAREDO, TEXAS 78041 9567249004		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> RODOLFO TENORIO DBA CW TENORIO SECURITY INC. 2013 SANTA RITA LAREDO, TX 78041 956-724-3259		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: VICTORIA INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR POLICIES, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL RISKS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	US6219862	08/20/08	08/20/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,003 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2003 FORD PICKUP VIN# 1FMPU17LX3LA73500

CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED AND WAIVER OF SUBROGATION.

**CERTIFICATE HOLDER**

CITY OF LAREDO  
 P.O. BOX 579  
 LAREDO, TX 78042

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Attn: Mindu Orma

COUNCIL COMMUNICATION

<b>DATE:</b> 7/06/09	<b>SUBJECT: MOTION</b> Authorizing the City Manager to award a contract to Castle Engineering & Testing, LLC, Laredo Texas, in the amount of \$69,800 for Testing services SH359 Work Order #2 Water Distribution and Wastewater Collection for Pueblo Nuevo Improvements Project, subject to the approval of the TWDB. Funding is available in the Colonias fund.
<b>INITIATED BY:</b> Jesus Olivares Asst. City Manager	<b>STAFF SOURCE:</b> Tomas M. Rodriguez Jr., P.E. Utilities Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b> None	
<b>FINANCIAL IMPACT:</b> Funding is available in the Colonias Account (Acct. #451-8310-533-5514)	
<b>COMMITTEE RECOMMENDATION:</b> Finance Committee Operations Committee.	<b>STAFF RECOMMENDATION:</b> Approve Motion.

# COUNCIL COMMUNICATION

<b>DATE:</b> 7/06/09	<b>SUBJECT: MOTION</b> Refund of property tax in the amount of \$1,602.34 to the following taxpayers; 1. A refund in the amount of \$621.49 payable to LSI Title Agency, Inc. due to an overpayment. Account # 927-00015-311. 2. A refund in the amount of \$980.85 payable to Antonio Rodriguez due to an erroneous payment. Account # 812-01000-260.	
<b>INITIATED BY:</b> HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		<b>STAFF SOURCE:</b> ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
<b>PREVIOUS COUNCIL ACTION:</b>  City Council has previously approved requests for refunds over \$500.00 as required by State Law.		
<b>BACKGROUND:</b>  Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1 <sup>st</sup> 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.		
<b>FINANCIAL IMPACT:</b>  The City of Laredo will refund an amount of \$1,602.34. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b>  Approval of these refunds as detailed above.

Refund No.

City of Laredo Tax Office  
Tax Assessor - Collector  
P.O. BOX 6548 1110 Houston St.  
Laredo, TX 78042 - 6548

For Credit Refunds Only  
101-0000-222-03-00(DEF.REV.)

### Application for Tax Refund

Owner's name: **Deutsche Bank National Trust**  
Present mailing address: **505 City Parkway West Ste 100**  
City, town or post office/state/zip code: **Orange, CA 92868**

Refund payable to:(if different from above)  
Name: **LSI Title Agency, Inc.**  
**Barry & Sewart #70**  
Mailing address: **4151 Southwest Frwy, Ste 680**  
City, town or post office/state/zip code: **Houston, TX 77027**

Property legal description: **Lot 311 Blk 15 Regency Park Subd Sec 2 Unit 2**  
Address or location of property: **208 Windsor Rd**  
Parcel number: **927-00015-311/505650**

#### Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2008	6/3/2009	\$ 5,402.19	\$ 621.49
<b>Total Refund</b>			<b>\$ 621.49</b>

#### Taxpayer's reason for refund (attach supporting documentation):

Account has credit due to overpayment for 2008 tax year. Taxes were paid on 6/03/09 by LSI Title Agency, ck #7005468. As per office research, refund will be sent to LSI Title Agency.

"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"

Byron Sed FOR LSI Title Agency

Signature

6/11/2009

Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: Alicia Reyes/pc

6/11/2009

Date

This tax refund is

Approved

Disapproved

Elizabeth Martinez  
Elizabeth Martinez, RTA  
Tax Assessor-Collector

6/22/09  
Date

Refund No.

City of Laredo Tax Office  
Tax Assessor - Collector  
P.O. BOX 6548 1110 Houston St.  
Laredo, TX 78042 - 6548

For Credit Refunds Only  
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name: **Rubio Alberto**  
Present mailing address: **RR 3 Box 3P**  
City, town or post office/state/zip code: **Laredo, TX 78043-9447**

Refund payable to:(if different from above)  
Name: **Rodriguez ~~Junior~~ ANTONIO**  
Mailing address: **134 Coronado Ave**  
City, town or post office/state/zip code: **Laredo, TX 78043-4747**

Property legal description: **1 1979 (E) Mobile Home 12x60 White & Blue Trim S#TEX154392 @ Lot 21 Blk 1 Larga Vista**  
Address or location of property: **134 Coronado**  
Parcel number: **812-01000-260/534966**

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
1997-2006	see attached	\$ 980.85	\$ 980.85
<b>Total Refund</b>			<b>\$ 980.85</b>

Taxpayer's reason for refund (attach supporting documentation):  
**Tax payer erroneously paid on the wrong account and its requesting refund.**

"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"

Antonio Rodriguez (956) 717-20-44  
Signature

6/17/2009  
Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: [Signature]

6/17/2009  
Date

This tax refund is

Approved

Disapproved

[Signature]  
Elizabeth Martinez, RTA  
Tax Assessor-Collector

6/22/09  
Date

**COUNCIL COMMUNICATION**

<b>DATE:</b> 07/06/09	<b>SUBJECT: MOTION</b> Consideration for approval to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the bid amount of \$129,022.95 for the CDBG Sidewalk City-Wide Projects No. 36 and 37 (35 Blocks). Construction contract time is ninety (90) working days. Funding is available in the CDBG 32 <sup>nd</sup> and 33 <sup>rd</sup> Action Year - Districts IV and V.
--------------------------	--

<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Ronnie Acosta, CD Director
--	---

**PREVIOUS COUNCIL ACTION:**  
None.

**BACKGROUND:**  
Project No. 36 (20 Blocks - District IV) & Project No. 37 (15 Blocks - District V) consist of ADA accessible sidewalk improvements throughout the City of Laredo. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also includes concrete header curbs, retaining walls and utility adjustments as required.

Plans and specifications were prepared by Slay Engineering Company, Laredo, Texas.

Nine (9) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, June 11, 2009, and publicly opened, read, and taken under advisement on Friday, June 12, 2009, at 11:00 A.M., as follows:

Contractor (Bidder)	Base Bid
Cooper's Construction, Laredo, Texas	\$192,897.25
Zertuche Construction, Laredo, Texas	\$135,758.05
Martinez Paving Company, Inc.	\$159,600.00
Whitestone Construction, Laredo, Texas	\$156,959.00
Amberland Development, Ltd., Laredo, Texas	\$181,494.26
SLC Construction, L.P.	\$204,618.90
ALC Construction, Inc., Laredo, Texas	\$129,022.95
CG Construction, Inc., Laredo, Texas	\$209,703.50
Juan Ramirez Investments, Laredo, Texas	\$209,705.25

The bid and bid bonds were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the bid amount of \$129,022.95 to ALC Construction, Inc., Laredo, Texas.

Construction contract time is ninety (90) working days after notice to proceed is issued.

Page 1 of 2

**FINANCIAL IMPACT:**  
Funding is available in the:  
CDBG Project No. 36 - District IV - 33<sup>rd</sup> Action Year.  
Account No. 211-9340-535-1391 - \$64,511.48 - 50%

CDBG Project No. 37 - District V - 32<sup>nd</sup> Action Year.  
Account No. 211-9240-535-1387 - \$24,870.75 - 24%

CDBG Project No. 37 - District V - 33<sup>rd</sup> Action Year.  
Account No. 211-9340-535-1392 - \$39,640.72 - 26%

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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List of streets is as follows:

District IV:

Street Name	From	To	Side	No. of Blocks
Taylor St.	Hendricks Ave.	Tilden Ave.	North	1
Taylor St.	McClelland Ave.	McPherson Ave.	South	1
San Eduardo Ave.	Poggenpohl	Gardens St.	West	2
Plum St.	Barcelona Ave.	McDonnell Ave.	North	2
Locust St.	McDonnell Ave.	Barcelona Ave.	South	2
Barcelona St.	Plum St.	Locust St.	East	1
McDonnell Ave.	Plum St.	Locust St.	West	1
Maryland Ave.	Ryan St.	Eistetter Ave.	East	1
Taylor St.	Marcella Ave.	Maryland Ave.	North	2
Sanders Ave.	Saunders St.	East Ash St.	East	4
Maryland Ave.	San Pedro St.	Saunders St.	East	2
Maryland Ave.	E. Bustamante St.	San Carlos St.	East	1
<b>TOTAL NUMBER OF BLOCKS</b>				<b>20</b>

District V:

Street Name	From	To	Side	No. of Blocks
East San Jose St.	Monterrey Ave.	Sanders Ave.	North	1
Valencia Ave.	West Travis St.	West San Pedro St.	West	3
Barcelona Ave.	West Eistetter St.	West San Pedro St.	West	3
East Eistetter St.	Monterrey Ave.	Sanders Ave.	North	1
East Eistetter St.	Monterrey Ave.	Sanders Ave.	South	1
Valencia Ave.	West Olive St.	West Saunders St.	East	1
Monterrey Ave.	West Travis St.	West Olive St.	West	2
Monterrey Ave.	West Travis St.	West Saunders St.	East	1
West San Jose St.	Valencia Ave.	McDonnell Ave.	North	1
McDonnell Ave.	West Olive St.	West Saunders St.	East	1
<b>TOTAL NUMBER OF BLOCKS</b>				<b>15</b>





**COUNCIL COMMUNICATION**

<b>DATE:</b>  07/06/2009	<b>SUBJECT: MOTION</b> AUTHORIZING THE CITY MANAGER TO EXTEND THE CURRENT CONTRACT FOR TWO YEARS WITH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION (THHSC) TO PROVIDE A MEDICAID ELIGIBILITY SPECIALIST TO CONDUCT ELIGIBILITY SERVICES FOR THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM, FOOD STAMPS AND MEDICAL ASSISTANCE PROGRAM OPERATED UNDER THE TITLE XIX; AND EMPLOYED BY THE THHSC, HOUSED AT THE HEALTH DEPARTMENT. THE HEALTH DEPARTMENT WILL PROVIDE 50% OF THE COST TO THHSC FOR THE TOTAL AMOUNT OF \$51,600.00 FOR THIS SERVICE, TERM FROM OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010. FUNDING IS CONTINGENT UPON AVAILABILITY IN THE HEALTH FUND/ADMINISTRATION BUDGET.
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<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Hector F. Gonzalez Health Director
--	---

**PREVIOUS COUNCIL ACTION:** None.

**BACKGROUND:**

The City of Laredo Health Department partners with the Texas Health and Human Services Commission (THHSC) for the purpose of providing full-time Medicaid eligibility determination services at the Health Department. An Eligibility Specialist employed by the THHSC is assigned full time at the Health Department at 50% salary cost to the Health Department. The Eligibility Specialist conducts eligibility services for the Temporary Assistance for Needy Families (TANF), Food Stamps and the Medical Assistance Program operated under the Title XIX of the Federal Social Security Act (Medicaid). Persons eligible to receive this service include pregnant women and children up to 19 years of age. These services are essential to support indigent clients and provide temporary access to care.

This agreement is advantageous to the Health Department because eligible clients can be determined eligible for Medicaid "on-site" thus expediting the application and eligibility process. The Health Department bills Medicaid for eligible services provided to clients on Medicaid; services to non-Medicaid low income eligible clients are billed to Title V state grant.

This has been an on-going agreement since 1997.

**FINANCIAL:** The City of Laredo will compensate the Texas Health & Human Services Commission in the amount of \$51,600 contingent upon availability of funding for the period beginning October 1, 2009, through September 30, 2010, for 50% of the cost of a full time Eligibility Specialist. The expenditure divisions and line items to be used for this activity will be: 226-2921-543-5540 and 226-6800-543-5540.

	<b>STAFF:</b> Recommends that Council approve the motion.
--	---



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ALBERT HAWKINS  
EXECUTIVE COMMISSIONER

May 27, 2009

Blandina Gamez  
Chief, Budgets/Grants Division  
City of Laredo Health Department  
2600 Cedar Avenue  
Laredo, Texas 78040

RE: Outstationed Worker Program Contract Renewal

Dear Ms. Gamez:

Please find enclosed three (3) original Contract for Participation Outstationed Eligibility Advisor/ME Specialists in Health Care Facilities. This contract extends the current contract that expires September 30, 2009 for two years. Please note the revised reimbursable costs on Attachments B and C that are effective September 1, 2009.

Please review the contract, obtain all appropriate signatures/dates and return them to my office as soon as possible. Upon receipt, I will forward for the Commission's signatures, and return two fully executed original contracts for your files.

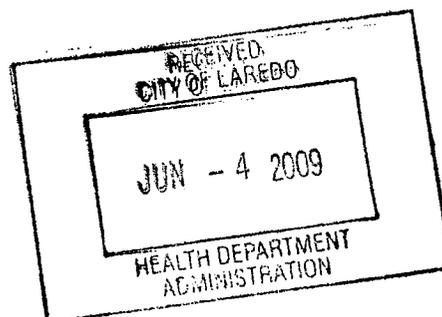
Should you have any questions, please contact me at (210) 619-8078 or by e-mail at the following address: [arturo.martinez.2@hpsc.state.tx.us](mailto:arturo.martinez.2@hpsc.state.tx.us)

Sincerely,

A handwritten signature in cursive script that reads "Arturo Martinez".

Arturo Martinez  
Contract Manager  
Texas Health and Human Services Commission  
Outstationed Worker Program  
11307 Roszell, P. O. Box 23990  
San Antonio, Texas 78223-0990

Enclosure(s)



Handwritten text in cursive script that reads "Reed" followed by "6-4-09" and "mfb" below it.

Texas Health and  
Human Services Commission

HHSC Contract No. \_\_\_\_\_  
Region 11

## CONTRACT FOR PARTICIPATION

### Outstationed Eligibility Advisor/ME Specialists in Health Care Facilities

#### I. Parties

COMMISSION: Texas Health and Human Services Commission

CONTRACTOR: City of Laredo Health Department

TIN No. 74-6001573

#### II. Recitals

(a) The Commission is the single State agency responsible for administering Temporary Assistance for Needy Families (TANF), Food Stamps and the Medical Assistance Program operated under Title XIX of the Federal Social Security Act. Subsection 1902(a)(55) of the Social Security Act provides for the receipt of, and initial processing of, applications for Medicaid by certain individuals at locations other than welfare offices. Persons eligible to receive this service include mandatory and optional poverty level pregnant women and children up to age 19.

(b) The Contractor desires to participate in a program which outstations Commission-employed eligibility staff at the Contractor's facility(s) for the purpose of providing eligibility determination services; therefore, the Commission and Contractor mutually agree to the terms and conditions set forth below.

### III. Participation

(a) The scope of participation for this contract is described and limited in **Attachment A - Participation Plan**, which is attached and incorporated herein for all purposes.

(b) The Commission will hire, train and assign to the Contractor's facility(s) eligibility staff (hereafter referred to as assigned advisor/specialist) as described in **Attachment B - Schedule of Positions**, which is attached and incorporated herein for all purposes.

(c) Contractor shall provide for each assigned advisor/specialist an appropriate work area including, but not limited to, items described in **Attachment A**. Assigned advisor/specialist(s) who conduct individual interviews in which confidential information is exchanged shall be provided with suitable private office space needed to preserve client privacy and confidentiality. If, due to space constraints, Contractor is unable to provide permanent private offices for assigned advisor/specialist(s), then Contractor shall assure that other suitable private space is available on an as-needed basis to advisor/specialist(s) conducting confidential client interviews.

(d) Contractor shall provide to assigned advisor/specialist(s) furnishings, equipment, supplies and support equivalent to that which is usually provided to Contractor employees in order to discharge their respective responsibilities. Such items and services include, but are not limited to, items described in **Attachment A**. All eligibility forms will be provided by the Commission at no cost to the Contractor.

(e) With the exception of automation equipment, all equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

(f) Contractor will ensure that Applications for Assistance received by Contractor will be turned over to a Commission employee the same day received. If this is not possible, because a Commission employee is not on site every day, or because the Commission employee is on leave, the Applications for Assistance will be given to the Commission employee on the next day the Commission employee is on site. When a client leaves an Application for Assistance on a day when a Commission employee is not present, Contractor staff will explain to the client that benefits will not start until the Application for Assistance is received by a Commission employee, and the client is certified to receive benefits. The client will be advised of the option to go to the nearest Commission office to file the application.

#### IV. Supervision

(a) All advisor/specialist(s) assigned to the Contractor under this agreement remain employees of the Commission. The employer-employee relationship exists solely between the Commission and the assigned advisor/specialist(s) and all benefits, rights and employer-employee responsibilities rest with the Commission. Assigned advisor/specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives of the Contractor.

(b) Each assigned advisor/specialist shall be under the technical supervision of a Commission supervisor for purposes of training, staff development, technical assistance relating to job performance, and other Commission responsibilities as described in **Attachment A**.

(c) Contractor's supervision of the assigned advisor/specialist(s) shall be limited to the responsibilities and activities described in **Attachment A**.

(d) Advisor/specialist(s) assigned under this contract are subject not only to Commission regulations, but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with Commission policy and the guaranteed protection of the civil rights of assigned advisor/specialist(s).

(e) Requirements pertaining to regular working hours and holidays are described in **Attachment A**.

(f) The Commission will retain all policy responsibility and will furnish all materials and information specific to eligibility determination at no charge to the Contractor.

(g) The Commission agrees not to assign to the Contractor any advisor/specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

(h) The Commission will give consideration to Contractor's recommendations concerning the qualifications, compensation, or discharge of any advisor/specialist currently assigned to the Contractor. Commission may, at its discretion, allow Contractor participation in a joint review of personnel actions relating to advisor/specialist(s) who are assigned, or being considered for assignment, to the Contractor's facility(s).

#### V. Reimbursement

(a) Contractor agrees to reimburse the Commission for a portion of the cost of operating this program within the Contractor's facility(s). The amount of Contractor's reimbursement (hereafter called Contractor share) is based on a fixed percentage of the actual costs for operation. The bases for calculating the operating costs and the

amount of the Contractor share are outlined in **Attachment C - Estimated Costs**, which is attached and incorporated herein for all purposes.

(b) In the event any of the cost items in **Attachment C** should increase due to merit raises, statewide cost of living allowances, or increased costs for fringe benefits or travel, Contractor further agrees to proportionately increase the amounts reimbursed to the Commission. The basis for calculating such increases shall be the same as those used for determining the Contractor share.

(c) The amounts listed in **Attachment C** are best estimates of projected costs as calculated by the Commission and the Contractor and, for purposes of this contract, do not control the actual amounts that will be incurred or reimbursed.

(d) The Commission will review estimated costs for this contract on an annual basis and whenever changes occur as described in **V. (b)** above. Revisions affecting reimbursable costs shall be made by contract amendment as described in **X.** herein. Changes which do not affect reimbursable costs shall be made by revising the applicable attachments, with the revisions acknowledged and accepted by both parties in an exchange of letters between the designated liaisons.

(e) Requirements for billing of the Contractor by the Commission and Contractor's reimbursements are described in **Attachment C.**

(f) Contractor certifies that no federal funds are or shall be used for reimbursement to the Commission.

(g) Contractor agrees to reimburse the Commission's region for the provision of contract related automation services by Regional Automation Staff. Payment must be submitted within 45 days of receipt of a bill from the Commission. Charges will be billed at the rate of \$19.00 per hour plus travel at the state rate for technical consultation and \$22.00 per hour plus travel at the state rate for troubleshooting. The troubleshooting rate is also referred to as the Regional Service Rate in the OWP Automation Requirements.

## **VI. Recordkeeping and Reporting**

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the Health and Human Services Commission of the State of Texas and its successor in authority, and the Department of Health and Human Services of the United States, in making any proper determination with respect to the operation of the Texas Medical Assistance Programs.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted.

- (1) Records and documents shall be kept for a minimum of three years and 90 days after the termination of the contract period, or for three years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date.
- (2) If any litigation, claim or audit involving these records begins before the three-year period expires, the Contractor will keep the records and documents for not less than three years and 90 days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the Commission and the Contractor.
- (3) The Contractor will keep records of nonexpendable property acquired under the contract for three years after final disposition of the property.
- (4) Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.

## **VII. Assurances and Compliance**

- (a) Contractor agrees to notify the Commission in writing within ten (10) days of any change in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status, change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for Medicaid and other assistance programs in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractor(s) to comply, with all requirements of:
  - (1) The Texas Medical Assistance Program and of this contract.
  - (2) Sections 85.112, 85.113 and 85.115 of the Texas Health and Safety Code (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
  - (3) Commission security guidelines.
  - (4) Immigration Reform Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

(5) Incorporated by reference as if specifically written herein are the rules, regulations and all other requirements imposed by law including, but not limited to, compliance with those pertinent rules and regulations of the State of Texas and those of federal agencies providing funds to the State of Texas.

(d) Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); and
- (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

(e) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. CONTRACTOR also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(f) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(g) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

(h) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

**HHSC Civil Rights Office**  
**701 W. 51st Street, Mail Code W206**  
**Austin, Texas 78751**  
**Phone Toll Free: (888) 388-6332**  
**Phone: (512) 438-4313**  
**TTY Toll Free: (877) 432-7232**  
**Fax: (512) 438-5885.**

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(i) Contractor and Commission agree to comply with the terms and conditions regarding the Health Insurance Portability and Accountability Act of 1996 asset out in Attachment D.

### **VIII. Religious Liberty Protections**

A religious or charitable organization is eligible to be a contractor on the same basis as any other private organization. The contractor retains its independence from State and local governments, including the contractor's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, the Commission shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither the Commission's selection of a charitable or faith-based contractor of social services nor the expenditure of funds under this contract is an endorsement of the contractor's charitable or religious character, practices, or expression. The purpose of this contract is the provision of social services; no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization.

A charitable or faith-based provider of social services under this contract shall reasonably apprise all assisted individuals of the following:

"Neither the Commission's selection of a charitable or faith-based provider of social services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of social services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Commission's Civil Rights Office at 1-888-388-6332, TDD 512-438-2960."

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996. 42 U.S.C. Section 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of the Commission to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

## **IX. Indemnification**

Contractor agrees, to the extent permitted by the laws and the Constitution of the State of Texas, to hold the Commission harmless and to indemnify it from and against any and all claims, demands, and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

## **X. Amendments and Revisions**

Revisions affecting reimbursable costs shall be made by written contract amendment executed by the authorized representatives of both parties. Contract changes that do not affect reimbursable costs shall be made by revising the applicable contract attachments, and the revisions acknowledged and accepted by both parties in an exchange of letters between the designated liaisons.

## **XI. Termination**

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) Should either party breach this contract, the non-breaching party may, at their option, terminate this contract immediately without prior notice.

(c) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time by giving thirty (30) days written notice in advance to the other party.

## **XII. Term of Contract**

The term of the contract shall be two years, commencing on the effective date. The contract shall be renewed and extended for additional two-year periods on any anniversary thereof unless amended as provided in **X**. or terminated as stated in **XI**. herein; estimated costs for the new contract period shall be reviewed and negotiated prior to the renewal and a revised **Attachment C** shall be incorporated into this contract.

## **XIII. Effective Date**

The effective date of this contract is October 1, 2009.

**XIV. Signatory**

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the Commission or the Contractor.

**Texas Health and  
Human Services Commission:**

**Contractor: City of Laredo Health  
Department**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Carlos Villarreal

Title Associate Commissioner

Title City Manager

Agency Texas Health and Human and  
Human Services Commission

Entity City of Laredo Health  
Department

Date \_\_\_\_\_

Date \_\_\_\_\_

**RECOMMENDED:**

By Hector F. Gonzalez - 6-7-09  
Hector F. Gonzalez, M.D., M.P.H. Date  
Health Director

**APPROVAL AS TO FORM:**

By \_\_\_\_\_  
Raul Casso Date  
City Attorney

**ATTESTED:**

By \_\_\_\_\_  
Gustavo Guevara, Jr. Date  
City Secretary

**Participation Plan**  
**Outstationed Eligibility Advisor/ME Eligibility Specialists**

**City of Laredo Health Department**

The Commission and the Contractor have mutually agreed to allow Commission-employed eligibility staff outstationed at health care facility(s) at the following location(s):

**City of Laredo Health Department**  
**2600 Cedar Avenue**  
**Laredo, TX 78040**

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**(1) Commission Responsibilities:**

- (a) The Commission outstationed staff shall be employed on a full-time (40 hours per week) basis.
- (b) No additional Commission employees shall be assigned to provide services at the Contractor's facilities due to short term absence of the outstationed staff.
- (c) The Commission outstationed staff assigned to the Contractor shall be to provide Texas Works and Medicaid for the Elderly and People with Disability program services and shall not be assigned other duties.  
The primary duties of the outstationed eligibility staff shall be:
  - 1. Screen all applications and based on information provided by the applicant and the number of applications submitted:
    - a. Deny obvious ineligibles
    - b. Complete eligibility determinations on as many completed TANF/Medicaid/Food Stamp applications as possible
    - c. Route the remainder of the applications to the appropriate field office.
  - 2. Assist the Contractor's staff in obtaining current Title XIX (Medicaid) status, obtain Medicaid numbers, and help with billing problem resolution
  - 3. Provide information on a daily basis to patients informing them of Commission services and providing referral and literature upon request
  - 4. Assist in the coordination of referrals to other Commission services and community social services.
  - 5. Make its records pertaining to this contract available to the Contractor or its agents for verification at all reasonable times.

**(2) Work Schedule**

**Daily:** 8:00am to 5:00pm Monday-Friday

In the event Contractor facility(s) hours conflict with the established work schedule, mutual agreements between Contractor and Commission supervisory staff will be reached to assure outstationed staff will be allowed to discharge their assigned duties while maintaining a 40 hour work week.

**Holidays:** Outstationed Commission staff will follow designated STATE holidays. In the event that Contractor holidays conflict with designated STATE holidays, mutual agreements between Contractor and Commission supervisory staff will be reached to assure outstationed staff will be allowed to discharge their assigned duties.

**(3) Contractor Responsibilities**

1. Provide for each outstationed staff the following work space, furnishings, equipment, supplies and support:
  - a. One private office or cubicle with a desk that will accommodate a personal computer, wrist rest, desk chair, and two side chairs, telephone, adding machine, locking four-drawer file cabinet and book shelf. Clerical support and clerical supplies normally supplied to Contractor employees must also be provided in order for outstationed Commission staff to discharge assigned duties. Contractor also agrees to provide access to additional equipment including but not limited to copying equipment, facsimile equipment, and personal computers as needed for day to day Commission unit management. Desks must provide sufficient workspace and storage space for Commission staff to discharge assigned duties. The Commission Supervisor will determine if office furnishings and support are adequate for Commission staff. If the Commission Supervisor determines furnishings, support, equipment or supplies to be inadequate, the Contractor will provide adequate furnishings, support, equipment and supplies within six weeks of receiving written notification from the Commission Supervisor.
2. Contractor agrees that the supervision of the outstationed staff for items such as time accountability, holidays, day-to-day supervision and general work activities assigned will be the responsibility of the Commission. It is understood that the assigned staff will be subject not only to the Commission's regulations but also to scheduled work hours and requirements of the Contractor so long as they do not conflict with the policies of the Commission and the guaranteed protection of civil rights of the assigned staff.
3. Contractor agrees to provide parking accommodations AT NO CHARGE for outstationed staff.

(4) **Commission Liaison:** Arturo Martinez, Contract Manager  
11307 Roszell, P.O. Box 23990, San Antonio, TX 78223  
E-mail: [arturo.martinez.2@hhsc.state.tx.us](mailto:arturo.martinez.2@hhsc.state.tx.us)  
Phone: (210) 619-8078 Fax: (210) 619-8293

**Contractor Liaison:** Blandina Gamez, Chief, Budgets/Grants Division  
2600 Cedar Avenue, Laredo, TX 78040  
E-mail: [mgamez@ci.laredo.tx.us](mailto:mgamez@ci.laredo.tx.us)  
Phone: (956) 795-4925 Fax: (956) 726-2632

**Commission IT Contact:** Julian Ortiz Jr, Network Analyst  
5155 Flynn Pkwy, Corpus Christi, TX 78467  
E-mail: [julian.ortiz@hhsc.state.tx.us](mailto:julian.ortiz@hhsc.state.tx.us)  
Phone: (361) 878-3355 Fax: (361) 878-3548

**Contractor IT Contact:** Alejandro Sanchez, Program Analyst  
2600 Cedar Avenue, Laredo, TX 78040  
E-mail: [asanchez@ci.laredo.tx.us](mailto:asanchez@ci.laredo.tx.us)  
Phone: (956) 795-4926 Fax: (956) 726-2632

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Texas Health and  
Human Services Commission

ATTACHMENT B

Schedule of Positions  
and  
Reimbursable Costs

City of Laredo Health Department

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No. of Positions	Classification	Estimated Contractor Reimbursement
1	Texas Works Advisor/ME Specialist at 50% cost.	\$ <u>51,600.00</u>
<b>Total Estimated Reimbursable Cost:</b>		\$ <u>51,600.00</u>

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**Estimated Costs**  
**Outstationed Eligibility Staff**

**City of Laredo Health Department**

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<b>(1) Texas Works Advisor/ME Specialist</b>	<u>Average Gross Pay:</u>	=	\$ 72,120.00
	\$ 3,005.00 @ 24 Months		
	<u>Fringe Benefits</u>		
	(Includes Retirement, Social Security, Insurance and Travel):		
	\$ 825.00 @ 24 Months	=	19,800.00
	<u>Staff Support</u>		
	(Includes Automation Costs and Management/Administrative Costs):		
	\$ 470.00 @ 24 Months	=	11,280.00
	<b>Total Average Cost per Staff:</b>		<b>\$ 103,200.00</b>

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(2) Assigned staff at Contractor facility(s):

1 Texas Works Advisor/ME Specialist at 50% cost.

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	<b>Total Cost for 1 Staff:</b>		<b>\$ 103,200.00</b>
<b>(3) Contractor Share:</b>	<b><u>@ 50% x \$ 103,200.00</u></b>	<b>=</b>	<b>\$ <u>51,600.00</u></b>
<b>(4) Total Reimbursable Costs:</b>			<b>\$ <u>51,600.00</u></b>

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**(5) Method of Reimbursement:** To be remitted on a monthly basis within 30 days of receipt of Commission billing.

**Addendum for Contractors under the Health Insurance Portability  
and Accountability Act of 1996**

Background:

The parties to this agreement have entered into a contract (hereafter referred to as the base contract) under which **City of Laredo Health Department** (hereafter referred to as the Contractor) may provide or make available to the Texas Health and Human Services Commission (hereafter referred to as the Commission) or the Commission may create or receive on behalf of the Contractor certain information that is confidential and must be afforded special treatment and protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in conjunction with the services that are being provided to the Contractor by the Commission. The Commission will have access to or receive from the Contractor or create or receive on behalf of the Contractor certain individually identifiable health information, including electronic protected health information (ePHI) that can be used or disclosed only in accordance with this agreement or the base contract and the HIPAA Regulations adopted by the U.S. Department of Health and Human Services (HHS) under HIPAA, 45 C.F.R. §§ 164.500-.534. The Commission is a Business Associate of the Contractor as that term is defined in the HIPAA Regulations, 45 C.F.R. § 160.103.

I. The Commission and the Contractor agree:

The Contractor will provide or make available to the Commission or the Commission will create or receive on behalf of the Contractor the following individually identifiable health information (including ePHI): Patient Information to determine eligibility for Medicaid, Food Stamps, and Temporary Assistance to Needy Families will be provided to Out-Stationed Eligibility Workers as specified in Attachment A of the Texas Health and Human Services Commission Contract for Participation, Out-Stationed Eligibility Advisor/specialist in Health Care Facilities.

A. The Commission is prohibited from using or disclosing the individually identifiable health information provided by, made available by, or created or received on behalf of the Contractor for any purpose other than as expressly permitted or required by this agreement or the base contract.

B. The Commission is permitted to use or disclose individually identifiable health information to accomplish the purposes of the base contract. To be permissible,

the use or disclosure may not violate the HIPAA Regulations and must be limited to the minimum necessary to accomplish the purpose of the use or disclosure.

C. Additional purposes for which the Commission may use or disclose individually identifiable health information:

1. The Commission may *use* the information for the proper management and administration of the Commission or to carry out the Commission's legal responsibilities.

2. The Commission may *disclose* the information for the proper management and administration of the Commission or to carry out the Commission's legal responsibilities if

a. the disclosure is required by law; or

b. the Commission obtains the following assurances from the person to whom the information is disclosed:

(i) that the person will maintain the confidentiality of the information;

(ii) that the person will use or further disclose the information only as required by law or for the purpose it was disclosed to the person; and

(iii) that the person will notify the Commission of any breaches of confidentiality.

D. The term of this agreement will commence upon execution of this agreement and shall expire when all of the information provided by the Contractor to the Commission is destroyed or returned to the Contractor.

## II. The Commission agrees:

A. It will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this agreement or the base contract.

B. It shall immediately report to the Contractor any use or disclosure of information not provided for or allowed by this agreement or the base contract.

C. Anytime information is provided or made available to any subcontractor or agents, the Commission must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this agreement. The Commission must obtain the Contractor's approval prior to entering into a subcontract.

D. It will make information in a designated records set available to the Contractor or, as directed by the Contractor, to the subject of the information to comply with the requirements under 45 C.F.R. § 164.524.

E. It will make information in a designated records set available for amendment and incorporate any amendments to this information in accordance with 45 C.F.R. § 164.526.

F. It will document and make available to the Contractor the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

G. It will make internal practices, books, and records relating to the use or disclosure of information received from, or created or received by the Commission on behalf of the Contractor, available to the Secretary of Health and Human Services for purposes of determining compliance with the privacy regulations.

H. Once it finishes providing services under the base contract, it will return, destroy, or continue to maintain appropriate safeguards for all information received from the Contractor or created or received on behalf of the Contractor. If the Commission destroys the information, it must certify to the Contractor that the information has been destroyed. The Commission may not elect to destroy information that must be retained under federal or state law. The Commission must maintain appropriate safeguards for the information as long as the Commission has it.

I. It will have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of information in a manner contrary to the contract or the privacy regulations.

J. It will develop and implement a system of sanctions for any employee, subcontractor or agent who violates this agreement or the privacy regulations.

K. Any violation by the Commission of a material term of this agreement will be considered a breach of contract if the Commission knew of the violation and failed to immediately take reasonable steps to cure it.

L. The Contractor has a right to immediately terminate this agreement and the base contract if the Contractor determines that the Commission has violated a material term of this agreement.

III.

A. Notwithstanding any rights or remedies provided for in the base contract, the Contractor retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of information by the Commission or any agent, subcontractor or third party that received information from the Commission.

B. The contract shall be binding on the parties and their successors, but neither party may assign this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

C. Except as otherwise specified in the base contract, if any legal action or other proceeding is brought for the enforcement of the contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this agreement or the base contract, each party shall bear its own legal expenses and the other costs incurred in that action or proceeding.

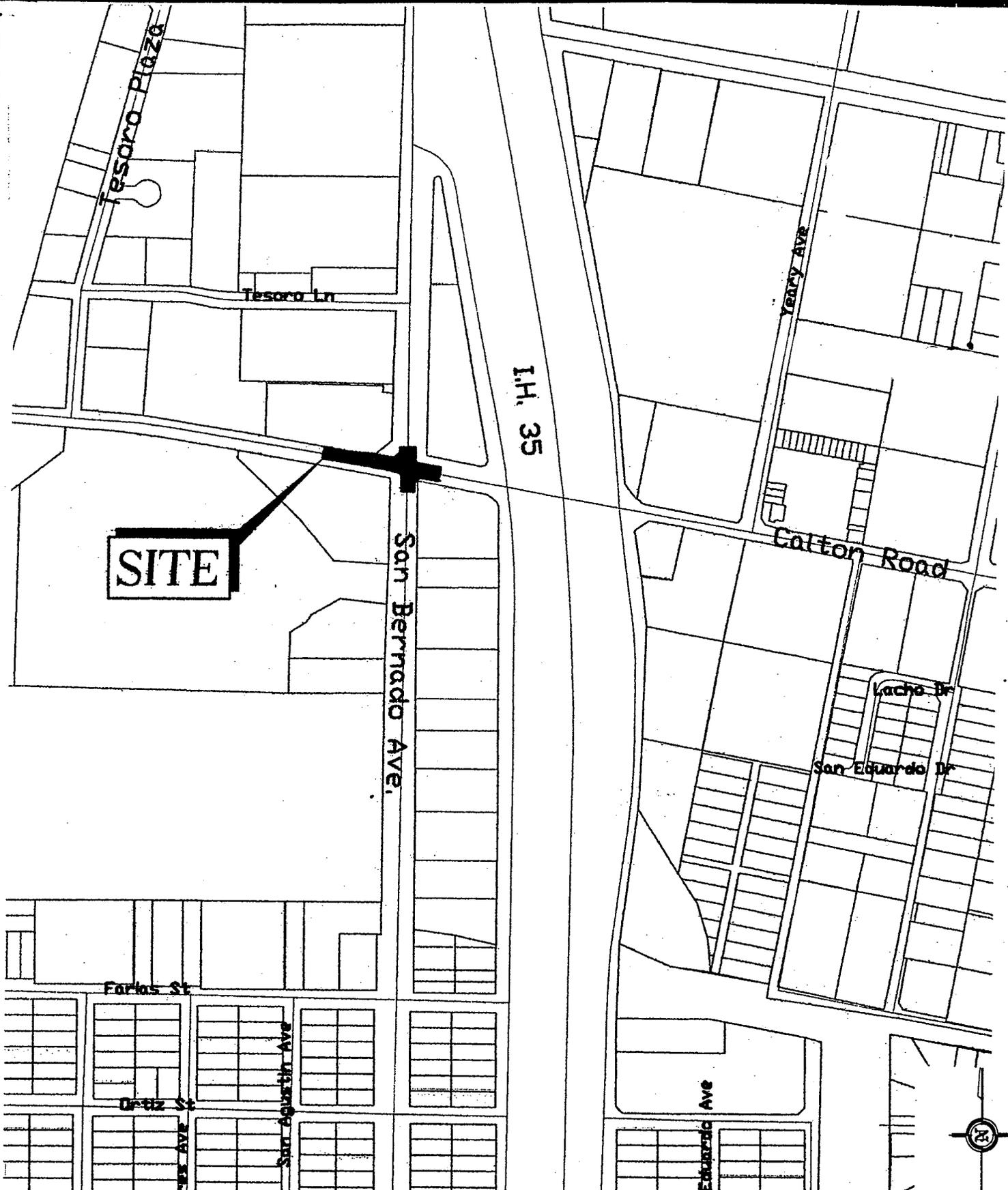
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## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/2009	<b>SUBJECT: MOTION</b>  Consideration to authorize the purchase of public safety answering (PSAP) equipment from Embarq, Inc. through the Houston Galveston Area Council of Governments (HGAC) cooperative purchasing contract in the total amount of \$78,651.61. The equipment will be installed at the Laredo Police Department, Roma Police Department, Rio Grande City Police Department, and Starr County Sheriff's Office. Funding is available in the 9-1-1 regional fund.									
<b>INITIATED BY:</b> Horacio A. De Leon, Jr., Assistant City Manager	<b>STAFF SOURCE:</b> Heberto L. Ramirez, Info. Services & Telecomm. Director									
<b>PREVIOUS COUNCIL ACTION:</b>  None										
<b>BACKGROUND:</b>  The 9-1-1 equipment at the public safety answering points (PSAPs) is in operation 365 days a year 24 hours a day. The Commission on State Emergency Communications (CSEC) allows for the replacement of front room 9-1-1 equipment and software every three years to ensure reliability. The front room equipment at the Jim Hogg County Sheriff's Office, Webb County Sheriff's Office, and Zapata County has already been replaced. The remaining PSAPs mentioned above are now scheduled for replacement. The replacement of the equipment complies with the 10 year capital replacement schedule on file with CSEC.										
<b>FINANCIAL IMPACT:</b> Funds are available in the 9-1-1 Regional Fund.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Description</th> <th style="width: 20%;">Expense Account</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>Machinery and Equipment – Webb County</td> <td style="text-align: center;">258-5562-525.90-01</td> <td style="text-align: right;">\$39,325.81</td> </tr> <tr> <td>Machinery and Equipment – Starr County</td> <td style="text-align: center;">258-5564-525.90-01</td> <td style="text-align: right;">\$39,325.80</td> </tr> </tbody> </table>		Description	Expense Account	Amount	Machinery and Equipment – Webb County	258-5562-525.90-01	\$39,325.81	Machinery and Equipment – Starr County	258-5564-525.90-01	\$39,325.80
Description	Expense Account	Amount								
Machinery and Equipment – Webb County	258-5562-525.90-01	\$39,325.81								
Machinery and Equipment – Starr County	258-5564-525.90-01	\$39,325.80								
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this purchase be approved.									

**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  07/06/09</p>	<p><b>SUBJECT: MOTION</b> Consideration for approval of change order no. 2 an increase of \$50,392.00 for the balance of quantities actually constructed in place, release of retainage, acceptance of the Calton Road Reconstruction From IH-35 Right-of-Way to Approximately 700 ft. West of San Bernardo and approval of final payment in the amount of \$213,223.90 to SER Construction Partners, Ltd., Pasadena, Texas. Final construction contract amount is \$1,257,690.00. Funding is available in the Transit 2004 CO. Project # TRCALT and in the 2008 Waterworks Bond.</p>												
<p><b>INITIATED BY:</b> Carlos Villarreal, City Manager</p>	<p><b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer</p>												
<p><b>PREVIOUS COUNCIL ACTION:</b> On May 5, 2008, City Council awarded a construction contract to the lowest bidder SER Construction Partners, Ltd., Pasadena, Texas, in the amount of \$1,185,698.00 for the Calton Road Reconstruction From IH-35 Right-of-Way to Approximately 700 ft. West of San Bernardo.</p>													
<p><b>BACKGROUND:</b> The original project consisted of reconstruction of Calton Road from IH-35 right-of-way to approximately 700 ft west of San Bernardo.</p> <p>Plans and specifications were prepared by Mejia Engineering Company, Laredo, Texas.</p> <p>This change order no. 2 is for the balance of quantities actually constructed in place.</p> <table border="0" style="width: 100%;"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$1,185,698.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on May 5, 2008)</td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$ 21,600.00</td> </tr> <tr> <td colspan="2">(Approved by the City Manager on December 8, 2008)</td> </tr> <tr> <td>This change order no. 2.....</td> <td align="right">\$ 50,392.00</td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$1,257,690.00</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original construction contract amount.....	\$1,185,698.00	(Approved by City Council on May 5, 2008)		Change order no. 1.....	\$ 21,600.00	(Approved by the City Manager on December 8, 2008)		This change order no. 2.....	\$ 50,392.00	Final construction contract amount.....	\$1,257,690.00
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(Approved by the City Manager on December 8, 2008)													
This change order no. 2.....	\$ 50,392.00												
Final construction contract amount.....	\$1,257,690.00												
<p><b>FINANCIAL IMPACT:</b> Funding is available in the: Transit 2004 CO. Project # TRCALT - Account No. 518-5190-585-9301 2008 Waterworks Bond Project #W70009 – Account No. 557-4185-538-0359</p>													
<p><b>COMMITTEE RECOMMENDATION:</b> N/A.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval of Motion.</p>												



**CONSIDERATION FOR APPROVAL OF CHANGE ORDER No.2, AND ACCEPTANCE OF THE CALTON ROAD RECONSTRUCTION FROM IH 35 RIGHT-OF-WAY TO APPROXIMATELY 700' WEST OF SAN BERNARDO AVE. AND APPROVAL OF FINAL PAYMENT**

City Council Meeting  
July 6, 2009

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**

1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

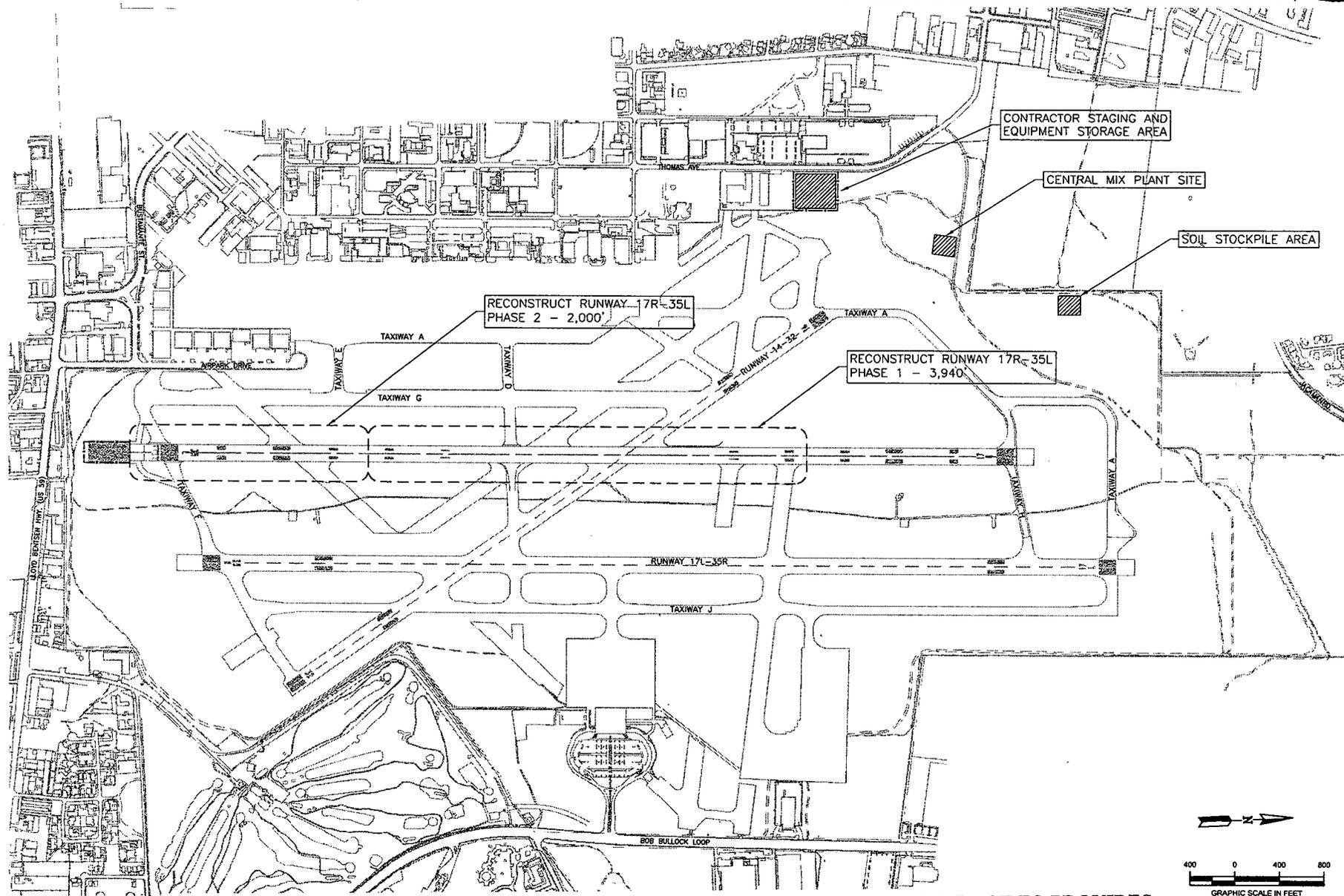
AGENDA ITEM

**COUNCIL COMMUNICATION**

<p><b>DATE:</b> 7-6-09</p>	<p><b>SUBJECT: MOTION</b></p> <p>Authorizing the submission of an application in the amount of \$5,000,000 for Neighborhood Stabilization Program 2 (NSP2) funds provided under the American Reinvestment and Recovery Act of 2009 and made available through the U.S. Department of Housing and Urban Development (HUD), on a competitive basis. The purpose of the program is to stabilize neighborhoods whose viability has been, and continues to be, damaged by the economic effects of properties that have been foreclosed upon and abandoned.</p>	
<p><b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager</p>		<p><b>STAFF SOURCE:</b> Ronnie Acosta Community Development Director</p>
<p><b>PREVIOUS COUNCIL ACTIONS:</b> None</p>		
<p><b>BACKGROUND:</b></p> <p>The Neighborhood Stabilization Program (NSP), is a HUD-funded program authorized by the America Reinvestment and Recovery Act of 2009. NSP2 provides funds to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. The City intends to utilize a major portion of these funds to acquire, and rehabilitate foreclosed/abandoned properties in the City of Laredo in the census tracts identified by HUD as having the highest incidence of foreclosures and vacant residential units. The Census Tracts identified are 1.04, 2, 8, 12, 13, 17.02, 17.05, 17.08, 18.01, 18.03, and 18.05. More specifically, the City is proposing to do the following:</p> <ol style="list-style-type: none"> <li>1. Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.</li> <li>2. In support of the purchase and redevelopment of foreclosed homes and residential properties, work with private lending institutions to provide permanent mortgage financing to qualifying households and provide gap financing and closing cost assistance in the form of forgivable loans in varying amounts, not to exceed \$35,000, to ensure that the assisted homebuyers' house payment does not exceed 30% of the family gross income.</li> <li>3. Demolish blighted abandoned and/or foreclosed structures</li> <li>4. Redevelop demolished or vacant properties as housing.</li> </ol> <p>The City also proposes to request the maximum 10% allowable from NSP2 funding for administrative and carrying costs associated with the program. Households directly assisted with NSP2 funds are required to be at or below 120% of the Area Median Income (AMI), as defined by HUD, and a minimum of the 25% of those assisted must be at or below 50% of AMI.</p>		
<p><b>FINANCIAL IMPACT:</b></p> <p>Neighborhood Stabilization Program 2 funds.....\$5,000,000.00</p>		
<p><b>COMMITTEE RECOMMENDATION:</b> N/A</p>	<p><b>STAFF RECOMMENDATION:</b> Staff recommends approval of motion</p>	

## COUNCIL COMMUNICATION

<b>DATE:</b>  07/06/09	<b>SUBJECT: MOTION</b> Consideration for approval to award a professional services contract to Castle Engineering & Testing, LLC., Laredo, Texas, for an amount of \$99,980.00 to provide laboratory, sampling and testing services of materials for quality assurance for the Laredo International Airport Runway 17R-35L Reconstruction. Funding is available in the Airport Construction Fund FAA Grant No. 59.													
<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager													
<b>PREVIOUS COUNCIL ACTION:</b> None.														
<p><b>BACKGROUND:</b> The professional services contract is to provide laboratory, sampling and testing services of materials for quality assurance during the construction of the Laredo International Airport Runway 17R-35L Reconstruction.</p> <p>Fee breakdown is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">P-152 Excavation and Embankment.....</td> <td style="text-align: right;">\$ 8,105.00</td> </tr> <tr> <td>P-209 Excavation and Embankment.....</td> <td style="text-align: right;">\$ 2,215.00</td> </tr> <tr> <td>P-403 Plant Mix Bituminous Pavements.....</td> <td style="text-align: right;">\$64,800.00</td> </tr> <tr> <td>P-501 PCC Pavement.....</td> <td style="text-align: right;">\$24,380.00</td> </tr> <tr> <td>P-610 Structural PCC.....</td> <td style="text-align: right;"><u>\$ 480.00</u></td> </tr> <tr> <td>Total Fee.....</td> <td style="text-align: right;">\$99,980.00</td> </tr> </table> <p>Contract time is for the duration of the project approximately one hundred fifty (150) calendar days.</p> <p>All testing fees will be in accordance with the number of tests and testing requested and the fee may be increased or decreased however any changes in the contract will be addressed by a separate amendment to the contract.</p>			P-152 Excavation and Embankment.....	\$ 8,105.00	P-209 Excavation and Embankment.....	\$ 2,215.00	P-403 Plant Mix Bituminous Pavements.....	\$64,800.00	P-501 PCC Pavement.....	\$24,380.00	P-610 Structural PCC.....	<u>\$ 480.00</u>	Total Fee.....	\$99,980.00
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P-501 PCC Pavement.....	\$24,380.00													
P-610 Structural PCC.....	<u>\$ 480.00</u>													
Total Fee.....	\$99,980.00													
<b>FINANCIAL IMPACT:</b> Funding is available in the Airport Construction Fund FAA Grant No. 59 Account No. 433-3662-585-9301														
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Approval of Motion.													



**CONSIDERATION FOR APPROVAL TO AWARD A PROFESSIONAL SERVICES CONTRACT TO PROVIDE LABORATORY, SAMPLING AND TESTING SERVICES OF MATERIALS FOR QUALITY ASSURANCE FOR THE LAREDO INTERNATIONAL AIRPORT RUNWAY 17R-35L RECONSTRUCTION**

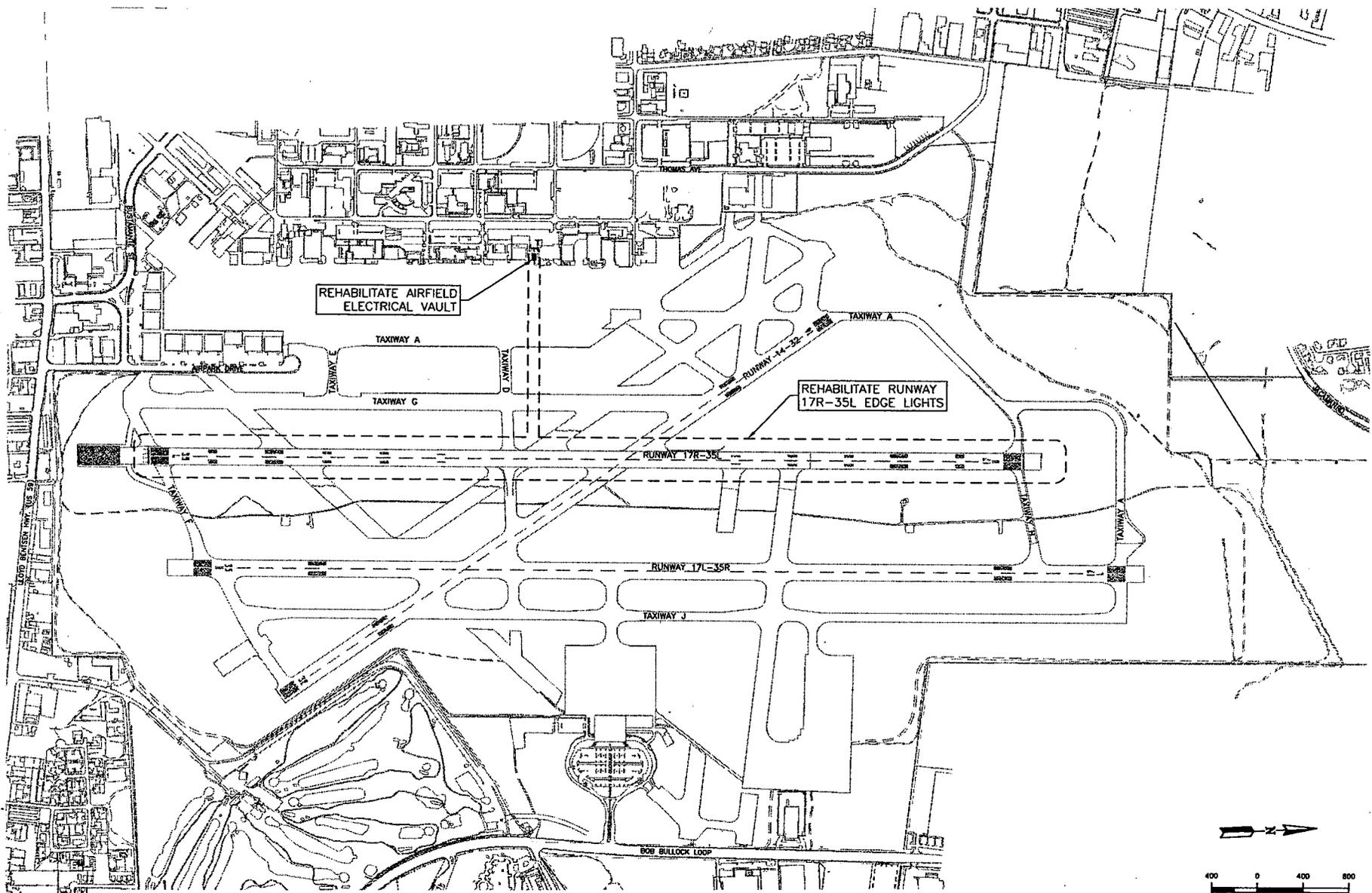
City Council Meeting  
July 6, 2009

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 W. WASHINGTON ST. P.O. BOX 570176 LAREDO, TEXAS 77857-0176

**AGENDA ITEM**

**COUNCIL COMMUNICATION**

<p><b>DATE:</b> 07/06/09</p>	<p><b>SUBJECT: MOTION</b> Consideration for approval to award a professional services contract to URS Corporation, Dallas, Texas, for an amount not to exceed \$216,855.11 for design and preparation of plans and specifications for the Laredo International Airport Airfield Electrical Vault Improvements and Runway 17R-35L Lighting and Signage Improvements. Design work is to be on a fast track basis approximately six (6) months. Funding is available in the Airport Construction Fund FAA Grant No. 57. Local fund will be temporarily used to fund this work until FAA releases the grant later this fiscal year.</p>																
<p><b>INITIATED BY:</b> Carlos Villarreal, City Manager</p>	<p><b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>																
<p><b>PREVIOUS COUNCIL ACTION:</b> None.</p>																	
<p><b>BACKGROUND:</b> The proposed scope of services is to include, but not limited to:</p> <p><b>Airfield Electrical Vault Improvements</b> include assessment of electrical vault equipment, development of power and equipment improvement recommendations, and preparation of design narrative and construction cost projections for electrical work items.</p> <p><b>Runway 17R-35L Lighting and Signage Improvements</b> include design of runways 17R-35L runway edge light system, separate circuitry for distance remaining and mandatory signs, runway exit signs on taxiway circuits, conduit and transformer housings for edge and sign circuits, design of 35L PAPI-4 and REILS, and design narrative and construction cost projections for electrical work items. Our lighting and signage layout will be based on owner approved geometry and/or survey provided by the Prime Consultant.</p> <p>Design work is to be on a fast track basis approximately six (6) months.</p> <p>Fee breakdown is as follows:</p> <table border="0"> <tr> <td>Project Management.....</td> <td>\$ 8,487.06</td> </tr> <tr> <td>Preliminary Design Fee.....</td> <td>\$ 5,410.92</td> </tr> <tr> <td>Final Design Fee.....</td> <td>\$ 12,751.86</td> </tr> <tr> <td>Bidding Phase Fee.....</td> <td>\$ 5,952.01</td> </tr> <tr> <td>Sub-consultant Services (Electrical Engineering).....</td> <td>\$178,233.00</td> </tr> <tr> <td>Special Services (FAA Form 7460, AIP Grant Application).....</td> <td>\$ 1,620.26</td> </tr> <tr> <td>Printing/Travel.....</td> <td>\$ 4,400.00</td> </tr> <tr> <td>Total Fee.....</td> <td>\$216,855.11</td> </tr> </table>		Project Management.....	\$ 8,487.06	Preliminary Design Fee.....	\$ 5,410.92	Final Design Fee.....	\$ 12,751.86	Bidding Phase Fee.....	\$ 5,952.01	Sub-consultant Services (Electrical Engineering).....	\$178,233.00	Special Services (FAA Form 7460, AIP Grant Application).....	\$ 1,620.26	Printing/Travel.....	\$ 4,400.00	Total Fee.....	\$216,855.11
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<p><b>FINANCIAL IMPACT:</b> Funding is available in the funding is available in the Airport Construction Fund FAA Grant No. 57. Local fund will be temporarily used to fund this work until FAA releases the grant later this fiscal year.</p> <p>Account No. 433-3687-585-9301</p>																	
<p><b>COMMITTEE RECOMMENDATION:</b> Approved by the Airport Advisory Committee on Tuesday, June 16, 2009.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval of Motion.</p>																



**CONSIDERATION FOR APPROVAL TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR DESIGN AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE LAREDO INTERNATIONAL AIRPORT AIRFIELD ELECTRICAL VAULT IMPROVEMENTS AND RUNWAY 17R-35L LIGHTING AND SIGNAGE IMPROVEMENTS**

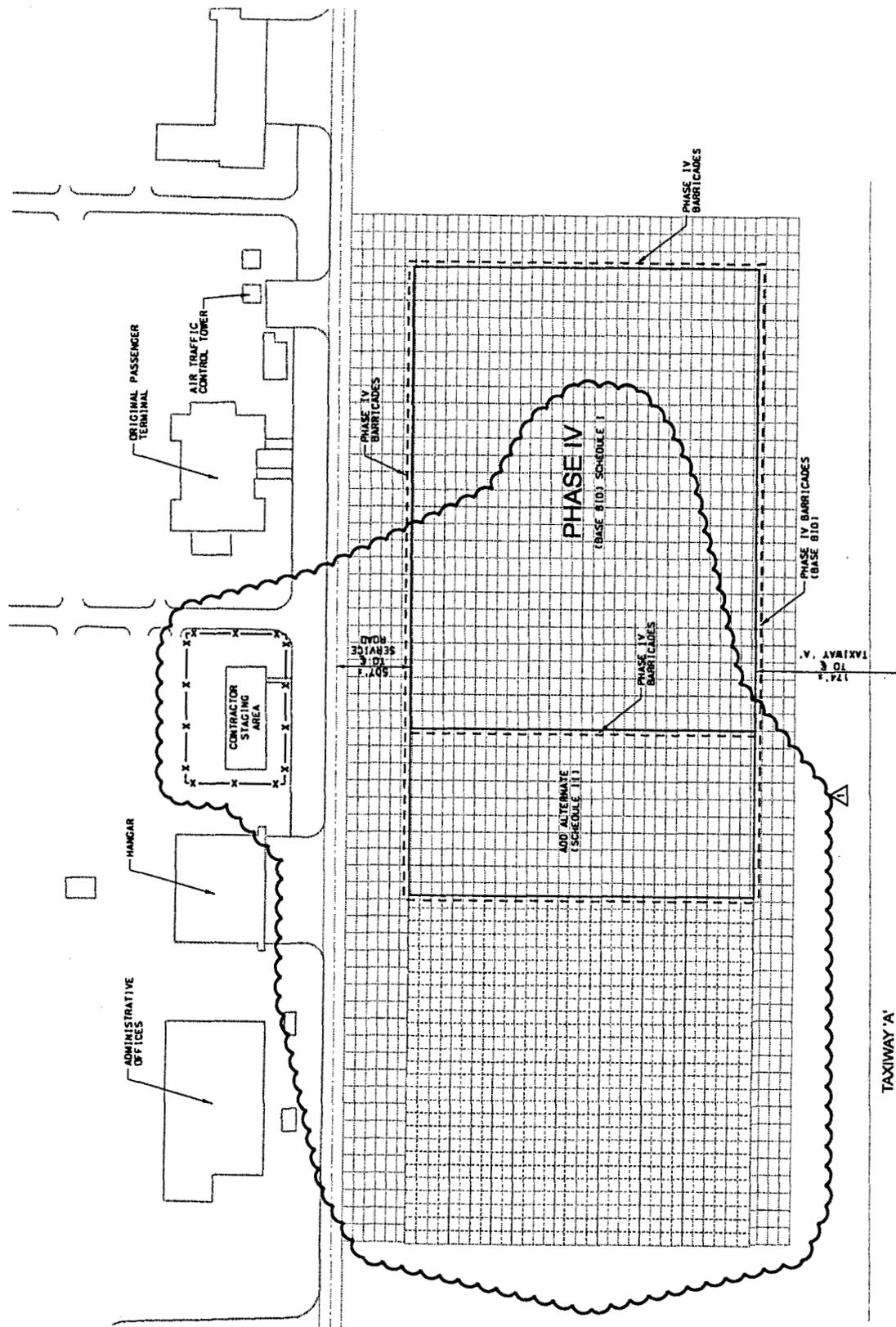
City Council Meeting  
July 6, 2009

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1100 UNIVERSITY ST. P.O. BOX 570 P.O. 781-2000 TEL: (361) 781-2000

**AGENDA ITEM**

**COUNCIL COMMUNICATION**

<p><b>DATE:</b> 07/06/09</p>	<p><b>SUBJECT: MOTION</b> Consideration for approval of change order no. 3 an increase of \$187,756.70 to include 15" portland cement concrete pavement quantities to the construction contract with Price Construction, Ltd., Big Spring, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase IV. Current construction contract amount is \$3,693,464.30. Current construction contract time is one hundred fifty (150) calendar days. Funding is available in the Airport Construction Fund Grant No. 57. Local funding will be temporarily used to fund this work until FAA releases the grant later this fiscal year.</p>																				
<p><b>INITIATED BY:</b> Carlos Villarreal, City Manager</p>	<p><b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>																				
<p><b>PREVIOUS COUNCIL ACTION:</b> On May 18, 2009, City Council approved change order no. 2 an increase of \$88,015.35 to include concrete pavement removal, excavation, subgrade compaction and stabilized base course to the construction contract with Price Construction, Ltd., Big Spring, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase IV.</p>																					
<p><b>BACKGROUND:</b> The project consists of the reconstruction of approximately 24,380 square yards of the general aviation apron. The existing pavement to be removed is PCC pavement 6" to 8" thick. The proposed pavement section is 15" PCC pavement, 6" asphalt stabilized base, and 12" compacted subgrade. Items of work include pavement removal, excavation, subgrade compaction, asphalt stabilized base, Portland Cement concrete pavement, pavement markings, tie-down anchors, and other associated items of work.</p> <p>Plans and specifications were prepared by Carter &amp; Burgess, Inc., Fort Worth, Texas.</p> <p>This change order no. 3 is to include 15" portland cement concrete pavement quantities.</p> <table border="0" style="width: 100%;"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$3,693,464.30</td> </tr> <tr> <td>(Approved by City Council on March 2, 2009)</td> <td></td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$(275,772.05)</td> </tr> <tr> <td>(Approved by City Council on March 2, 2009)</td> <td></td> </tr> <tr> <td>To bring the project within budget.</td> <td></td> </tr> <tr> <td>Change order no. 2.....</td> <td align="right">\$ 88,015.35</td> </tr> <tr> <td>(Approved by City Council on May 18, 2009)</td> <td></td> </tr> <tr> <td>To include concrete pavement removal, excavation, subgrade compaction and stabilized base course</td> <td></td> </tr> <tr> <td>This change order no. 3.....</td> <td align="right">\$ 187,756.70</td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$3,693,464.30</td> </tr> </table> <p>Current construction contract time is one hundred fifty (150) calendar days.</p>		Original construction contract amount.....	\$3,693,464.30	(Approved by City Council on March 2, 2009)		Change order no. 1.....	\$(275,772.05)	(Approved by City Council on March 2, 2009)		To bring the project within budget.		Change order no. 2.....	\$ 88,015.35	(Approved by City Council on May 18, 2009)		To include concrete pavement removal, excavation, subgrade compaction and stabilized base course		This change order no. 3.....	\$ 187,756.70	Current construction contract amount.....	\$3,693,464.30
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<p><b>FINANCIAL IMPACT:</b> Funding is available in the Airport Construction Fund Grant No. 57. Local funding will be temporarily used to fund this work until FAA releases the grant later this fiscal year.</p> <p>Account No. 433-3687-585-9301</p>																					
<p><b>COMMITTEE RECOMMENDATION:</b> Approved by the Airport Advisory Committee on Tuesday, June 16, 2009.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval of Motion.</p>																				



CONSIDERATION FOR APPROVAL OF CHANGE ORDER No.3, FOR THE LAREDO INTERNATIONAL AIRPORT GENERAL AVIATION APRON RECONSTRUCTION -PHASES IV

City Council Meeting  
July 6, 2009

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

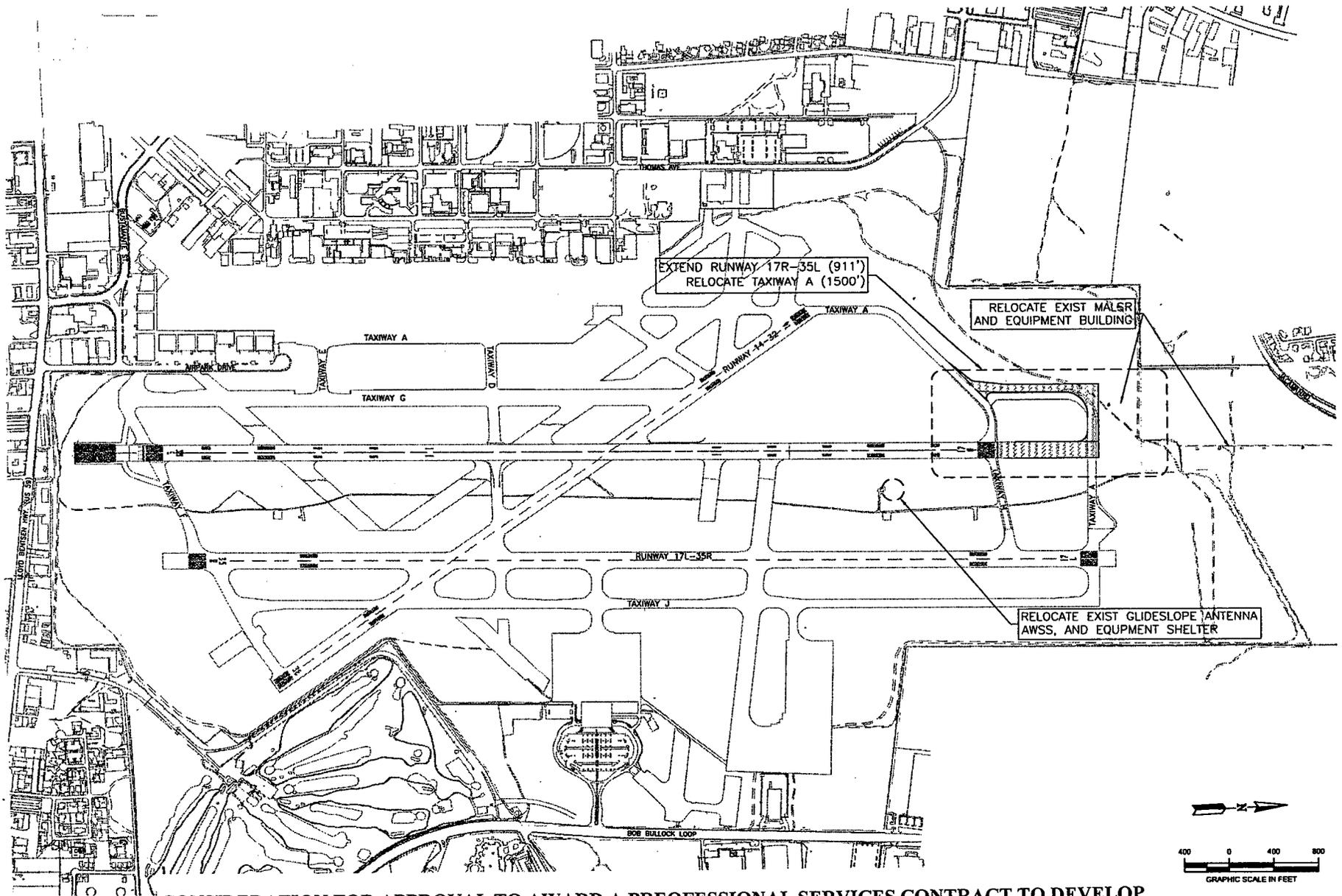
AGENDA ITEM

**COUNCIL COMMUNICATION**

<b>DATE:</b>  07/06/09	<b>SUBJECT: MOTION</b> Consideration for approval to award a professional services contract to URS Corporation, Dallas, Texas, to develop plans and specifications to extend Runway 17R/35L by approximately 911 feet, extension of the existing high Intensity Runway Lights including electrical, signs, precision instrument markings and relocate approximately 1,500 feet of Taxiway Alpha to include electrical and signs, grading of safety area (1,000 feet x 500 feet), relocation of the existing Medium Intensity Approach Light System, and equipment shelter, relocation of glide slope equipment, grading a new glide slope critical area, relocation of the existing precision Approach Path Indicator (PAPI) in the amount of \$317,897.33 and not to exceed \$148,525.27 for an Approach Survey reference relocation of the ILS for a total contract amount of \$466,422.60. The engineer shall provide a Preliminary Design, Final Design and prepare Bidding Documents. Design work is to be on a fast track basis approximately six (6) months. Funding is available in the FAA Grant No. 57. Local funding will be temporarily used to fund this work until FAA releases the grant later this FY.	
<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager	
<b>PREVIOUS COUNCIL ACTION:</b> None.		
<b>BACKGROUND:</b> The proposed scope of services is to include, but not limited to:  *The extension of Runway 17R-35L by approximately 911 feet, from Taxiway B to Taxiway A. *Extension of the existing High Intensity Runway Lights (HIRLS) by 911 feet, including new light base cans, conduit, light fixtures, isolation transformer, airfield lighting cable, mandatory holding positions signs, and runway distance remaining signs. *Modifications to the existing runway to accommodate the runway extension, including precision instrument markings and runway distance remaining signs. *The relocation of approximately 1,500 feet of Taxiway A, including taxiway edge lights, new light base cans, conduit, light fixtures, isolation transformers, airfield lighting cable, and airfield guidance signs. *Grading of a new Extended Safety Area for Runway 17R (1,000' X 500'). *The relocation of the existing Medium Intensity Approach Light System (MALSR), and existing equipment shelter. *Relocation of the existing glidescope equipment, including a new equipment shelter. *Grading of a new glidescope critical area, to meet FAA criteria for the existing equipment. *Relocation of the existing Automated Weather Sensor System (AWSS). *Relocation of the existing Runway 17R four-box Precision Approach Path Indicator (PAPI-4).  Design work is to be on a fast track basis approximately six (6) months.  Page 1 of 2		
<b>FINANCIAL IMPACT:</b> Funding is available in the FAA Grant No. 57. Local funding will be temporarily used to fund this work until FAA releases the grant later this FY.  Account: 433-3687-585-9301		
<b>COMMITTEE RECOMMENDATION:</b> Approved by the Airport Advisory Committee on Tuesday, June 16, 2009.	<b>STAFF RECOMMENDATION:</b> Approval of Motion.	

Fee breakdown is as follows:

Project Management.....	\$ 17,345.35
Preliminary Design Fee.....	\$ 50,111.92
Final Design Fee.....	\$100,973.44
Bidding Phase Fee.....	\$ 11,056.63
Special Services (FAA Form 7460, AIP Grant Application).....	\$ 1,620.26
Sub-consultant Services (NAVAIDS/Electrical Engineering, Geotechnical Investigation).....	\$132,110.00
Printing/Travel.....	<u>\$ 6,300.00</u>
Total Fee.....	\$319,517.60



**CONSIDERATION FOR APPROVAL TO AWARD A PROFESSIONAL SERVICES CONTRACT TO DEVELOP PLANS AND SPECIFICATIONS TO EXTEND RUNWAY 17R/35L BY APPROXIMATELY 911 FEET AT THE LAREDO INTERNATIONAL AIRPORT**

City Council Meeting  
July 6, 2009

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 MONROE ST. P.O. BOX 370 P.M. 781-7396 FAX (214) 781-2498

**AGENDA ITEM**

# COUNCIL COMMUNICATION

<b>DATE:</b> 07/06/09	<b>SUBJECT: MOTIONS</b> Consideration to award contract FY09-043 to the lowest responsible bidder, G.T. Distributors Inc., in the estimated amount of \$84,830.00 for awarding an annual contract to purchase soft body armor vest for the police department. The contract price will be firm for a one year period and allows the City to purchase additional vests at the contract price. Funding is available in the Police Department's budget.
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<b>INITIATED BY:</b> Cynthia Collazo, Deputy City Manager	<b>STAFF SOURCE:</b> Carlos Maldonado, Chief of Police
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**PREVIOUS COUNCIL ACTION:**

**BACKGROUND:** Bids were requested for awarding an annual contract for soft body armor vests in compliance with standards established by the National Institute of Justice. The contract price will be firm for a one year period allowing the City to purchase additional vests as needed.

Vendor	Qty.	Unit Price	Total	
GT Distributors, Inc. Austin, Texas	170	\$ 499.00	\$ 84,830.00	
Nardis Public Safety San Antonio, Texas	170	\$ 562.80	\$ 95,676.00	
Gall's Lexington, KY.	170	\$ 578.59	\$ 98,360.30	
Tactical Gear Now, Inc Richardson, Texas	170	\$ 598.52	\$ 101,748.40	
Armed Forces Merchandise Richardson, Texas	170	\$ 613.25	\$ 104,252.50	
Lawmen's Shooters Vero Beach, Fl.	170	\$ 380.90	\$ 64,753.00	No insurance information provided
Nardis Public Safety San Antonio, Texas	170	\$ 429.00	\$ 72,930.00	No insurance information provided
Protective Products Int'l Sunshine, Fl.	170	\$ 450.00	\$ 76,500.00	NIJ Compliance Report dated 1/14/03

**FINANCIAL IMPACT:**  
 Funds for this contract are available in the Police Department budget:  
**Account Number 1. 229-2383-522-2400**  
**2. 229-2311-522-2400**  
**3. 101-2366-522-2400**

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this action be approved.
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## COUNCIL COMMUNICATION

<b>DATE:</b> 07/06/09	<b>SUBJECT: MOTIONS</b> Consideration to award contract FY09-039 to the following providers: <ol style="list-style-type: none"> <li>1) Verizon Wireless, Lewisville, TX for providing wireless broadband service in the estimated amount of \$305,439.60</li> <li>2) AT&amp;T Mobility, Atlanta, GA for providing wireless mobile phone service in the estimated amount of \$279,842.00;</li> </ol> for City of Laredo public safety and public service departments for a period of two years. This contract is based on the use of approximately 335 wireless mobile phones and 335 broadband wireless services. The new contract will reduce the monthly expenditures by 28%. All services will be secured as needed. Funding is available in the respective departmental budgets.				
<b>INITIATED BY:</b> Cynthia Collazo, Deputy City Manager	<b>STAFF SOURCE:</b> Francisco Meza, Purchasing Agent Lt. Claudio Trevino, LPD Inv. Joey Baeza, LPD Deputy Fire Chief Jose Benavides Jose Gamboa, Fire Dept.				
<b>PREVIOUS COUNCIL ACTION:</b>					
<b>BACKGROUND:</b> Authorization is requested to authorize a contract award to Verizon Wireless for cell wireless broadband service and AT&T Mobility for providing wireless mobile phone service. Services secured from these vendors shall be based on the State of Texas Department of Information Services contract awards which do not require signed contracts for any specific term. The contract terms allow the City to add and cancel phones as needed without any penalties and the rates can change at anytime that is best for the city end users. The equipment phones are provided at no charge for basic units, there are discounts on accessories.					
<b>FINANCIAL IMPACT:</b> Funding is available in the respective departmental 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.					
<u>Departments Currently Assigned Cell Phones</u>					
Department	# of Phones	Department	# of Phones	Department	# of Phones
Police	199	Bridge	2	LCVB	1
Fire	71	Traffic	2	Engineering	1
Utilities	21	Civic Center	1	ITS I-Net	1
Health	11	Public Works	1	Radio Communication	1
Transit	3	Solid Waste	1	Risk	1
Airport Police	3	Regional 9-1-1	1	Planning	1
Parks & Leisure	2		1		
<u>Department Currently Assigned Broadband Wireless Service</u>					
Police	254	Fire	52	Health BioTerrorism	3
Building	4	Traffic Safety	4	City Council	3
City Manager	1	Utilities	2	LCVB	1
<b>COMMITTEE RECOMMENDATION:</b>			<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.		

**City of Laredo  
Wireless Mobile Phone and Broadband Service Contract  
Summary**

**Voice Services**

<b>Vendor</b>	<b>Estimated Mthly Cost</b>	<b>Year 1 Mthly Cost</b>	<b>Year 2 Mthly Cost</b>	<b>One time Credit</b>	<b>Estimated Contract Total</b>
Pocket Communications	\$ 9,212.50	\$ 110,550.00	\$ 110,550.00	\$ -	\$ 221,100.00
Pocket Communications	\$ 11,557.50	\$ 138,690.00	\$ 138,690.00	\$ -	\$ 277,380.00
AT&T Mobility	\$ 12,358.00	\$ 148,296.00	\$ 148,296.00	\$ (16,750.00)	\$ 279,842.00
Pocket Communications	\$ 12,660.00	\$ 151,920.00	\$ 151,920.00	\$ -	\$ 303,840.00
Talk Time, LCC (T-Mobile)	\$ 12,572.15	\$ 150,865.80	\$ 150,865.80	\$ -	\$ 301,731.60
Verizon Wireless	\$ 12,792.65	\$ 153,511.80	\$ 153,511.80	\$ (2,250.00)	\$ 304,773.60
Sprint Solutions	\$ 12,914.75	\$ 154,977.00	\$ 154,977.00	\$ -	\$ 309,954.00
Sprint Solutions	\$ 13,236.40	\$ 158,836.80	\$ 158,836.80	\$ -	\$ 317,673.60

**Broadband Wireless Service**

<b>Vendor</b>	<b>Estimated Mthly Cost</b>	<b>Year 1 Mthly Cost</b>	<b>Year 2 Mthly Cost</b>	<b>One time Credit</b>	<b>Estimated Contract Total</b>
Sprint Solutions	\$ 10,314.65	\$ 123,775.80	\$ 123,775.80	\$ -	\$ 247,551.60
Verizon Wireless	\$ 12,726.65	\$ 152,719.80	\$ 152,719.80	\$ -	\$ 305,439.60
Sprint Solutions	\$ 14,066.65	\$ 168,799.80	\$ 168,799.80	\$ -	\$ 337,599.60
AT&T Mobility	\$ 14,870.65	\$ 178,447.80	\$ 178,447.80	\$ -	\$ 356,895.60
Talk Time, LCC (T-Mobile)	\$ 20,096.65	\$ 241,159.80	\$ 241,159.80	\$ -	\$ 482,319.60
Sprint Solutions	\$ 20,632.65	\$ 247,591.80	\$ 247,591.80	\$ -	\$ 495,183.60

**City of Laredo**  
**Wireless Mobile Phone and Broadband Service Contract**  
**Cell Phone Summary by Department**

**AT&T Mobility**

Department	Expense Account	Qty	New Contract		Est. Annual Cost
			Ave. Cost/Mth	Mthly Cost	
<b>Wireless Voice Service</b>					
Regional 9-1-1	258-5568-523-8202	1	\$ 36.890	\$ 36.89	\$ 442.67
Planning	101-2110-513-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Engineering	101-2210-513-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Police	101-2366-523-3110	189	\$ 36.890	\$ 6,972.13	\$ 83,665.50
Fire	101-2410-523-3110	28	\$ 36.890	\$ 1,032.91	\$ 12,394.89
Fire EMS	101-2415-523-3110	19	\$ 36.890	\$ 700.90	\$ 8,410.82
Fire Prevention	101-2425-523-3110	15	\$ 36.890	\$ 553.34	\$ 6,640.12
Fire Training	101-2435-523-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Fire Training	101-2440-523-3110	8	\$ 36.890	\$ 295.12	\$ 3,541.40
Traffic Safety	101-2610-523-3110	2	\$ 36.890	\$ 73.78	\$ 885.35
Public Works	101-2710-533-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Parks & Leisure	101-3110-553-3110	2	\$ 36.890	\$ 73.78	\$ 885.35
PD Auto Theft	222-2308-523-3110	10	\$ 36.890	\$ 368.90	\$ 4,426.75
Airport Police	242-3605-583-3110	3	\$ 36.890	\$ 110.67	\$ 1,328.02
Civic Center	243-3135-553-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
LCVB	250-5310-553-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Bridge System	553-4010-533-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Bridge System	553-4061-583-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Solid Waste	556-2550-533-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Utilities Billing	557-4115-533-3110	2	\$ 36.890	\$ 73.78	\$ 885.35
Utilities Asset Mgn	557-4116-533-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Utilities Water Treatment	557-4120-533-3110	5	\$ 36.890	\$ 184.45	\$ 2,213.37
Utilities Transmission	557-4130-533-3110	3	\$ 36.890	\$ 110.67	\$ 1,328.02
Utilities Waste Water Treatment	559-4210-533-3110	4	\$ 36.890	\$ 147.56	\$ 1,770.70
Utilities Waste Collection	559-4220-533-3110	6	\$ 36.890	\$ 221.34	\$ 2,656.05
Transit System	558-5811-583-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Transit System	558-5860-583-3110	2	\$ 36.890	\$ 73.78	\$ 885.35
Risk Management	594-2060-513-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
ITSS Radio Mgn.	595-5515-513-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
ITSS I-Net	559-5530-513-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Health - Protective Services	226-2930-543-3110	1	\$ 36.890	\$ 36.89	\$ 442.67
Health - Animal Control	226-2931-543-3110	3	\$ 36.890	\$ 110.67	\$ 1,328.02
Health - BioTerrorism	226-6010-543-3110	7	\$ 36.890	\$ 258.23	\$ 3,098.72
Future additions if needed		11	\$ 36.890	\$ 405.79	\$ 4,869.42
		<u>335</u>		<u>\$ 12,358.00</u>	<u>\$ 148,296.00</u>
One Time Credit		335	\$ (50.00)		\$ (16,750.00)
Year 1 Estimated Cost					\$ 131,546.00
Year 2 Estimated Cost					\$ 148,296.00
<b>ATT Mobility Estimated Contract Total</b>					<b><u>\$ 279,842.00</u></b>

**Verizon Wireless**

Department	Expense Account	Qty	New Contract		Est. Annual Cost
			Ave. Cost/Mth	Mthly Cost	
<b>Broadband Wireless Service</b>					
Fire	101-2410-523-3110	51	\$ 37.99	\$ 1,937.49	\$ 23,249.88
Fire	101-2425-523-3110	1	\$ 37.99	\$ 37.99	\$ 455.88
City Council	101-1102-513-3110	1	\$ 37.99	\$ 37.99	\$ 455.88
City Council	101-1103-513-3110	1	\$ 37.99	\$ 37.99	\$ 455.88
City Council	101-1108-513-3110	1	\$ 37.99	\$ 37.99	\$ 455.88
City Manager	101-1200-513-3110	1	\$ 37.99	\$ 37.99	\$ 455.88
Building	101-1510-513-3110	4	\$ 37.99	\$ 151.96	\$ 1,823.52
Traffic Safety	101-2610-523-3110	4	\$ 37.99	\$ 151.96	\$ 1,823.52
LCVB	250-5310-553-3110	1	\$ 36.89	\$ 36.89	\$ 442.67
Utilities Administration	557-4110-533-3110	2	\$ 37.99	\$ 75.98	\$ 911.76
Police Patrol Division	101-2366-523-3110	254	\$ 37.99	\$ 9,649.46	\$ 115,793.52
Health BioTerrorism	226-6010-583-3110	3	\$ 37.99	\$ 113.97	\$ 1,367.64
Future additions if needed		11	\$ 37.99	\$ 417.89	\$ 5,014.68
		<u>335</u>		<u>\$ 12,725.55</u>	<u>\$ 152,706.59</u>
Year 1 Estimated Cost					\$ 152,706.59
Year 2 Estimated Cost					\$ 152,706.59
<b>Verizon Wireless Estimated Contract Total</b>					<b><u>\$ 305,413.19</u></b>
<b>Total Estimated Cost for both Wireless Voice and Broadband Service</b>					<b><u>\$ 585,255.19</u></b>

**CITY COUNCIL COMMUNICATION**

<p><b>Date:</b> 7-06-09</p>	<p><b>SUBJECT: RESOLUTION 2009-RT-006</b> AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, TX-90-X848, IN THE AMOUNT OF \$4,170,475.00 TO BE USED FOR OPERATING ASSISTANCE IN THE EL METRO OPERATIONS FUND.</p>			
<p><b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager</p>		<p><b>STAFF SOURCE:</b> Feliciano Garcia, Jr., Transit General Manager</p>		
<p><b>PREVIOUS BOARD ACTION:</b> In City Council meeting of February 2, 2009, Council authorized the City Manager to file an application with FTA.</p>				
<p><b>BACKGROUND:</b> The Urbanized Area Formula Program makes Federal resources available to urbanized areas and to the Governors for transit capital and operating assistance in urbanized areas and transportation-related planning. For areas with less than 200,000 in population, the funds are apportioned by the Governor of each state for distribution. In Texas, the Governor has delegated the distribution authority to the Texas Department of Transportation (TxDOT).</p>				
<p><b>FINANCIAL:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">FTA Operating Grant</td> <td style="width: 50%; text-align: right;">\$4,170,475.00</td> </tr> </table>			FTA Operating Grant	\$4,170,475.00
FTA Operating Grant	\$4,170,475.00			
<p><b>TRANSIT COMMITTEE:</b> n/a</p>	<p><b>STAFF RECOMMENDATION:</b> Staff recommends introduction of this ordinance.</p>			

**RESOLUTION NO. 2009-RT-006**

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, TX-90-X848, IN THE AMOUNT OF \$4,170,475.00 TO BE USED FOR OPERATING ASSISTANCE IN THE EL METRO OPERATIONS FUND.

**WHEREAS**, the City Council approved the Laredo Transit System budget on September 15, 2008; and

**WHEREAS**, the Federal Transit Administration through 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 \$4,170,475.00; and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to accept the said grant TX-90-X848 in the amount of \$4,170,475.00 and the funds be allocated to the transit accounts.

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

**Section 1.** the City Manager is authorized to accept the Federal Transit Administration Grant of Section 5307 funds in the amount of \$4,170,475.00; and

**Section 2.** the City Manager is authorized to execute all necessary documents relating the said Grant; and

**Section 3.** the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

BY \_\_\_\_\_

**CITY COUNCIL COMMUNICATION**

<b>Date:</b> 7-06-09	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b> AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, TX-90-X848, IN THE AMOUNT OF \$4,170,475.00 AND AMEND THE FY 2008-2009 TRANSIT SYSTEM'S OPERATING BUDGET BY SAID AMOUNT.
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<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Feliciano Garcia, Jr., Transit General Manager
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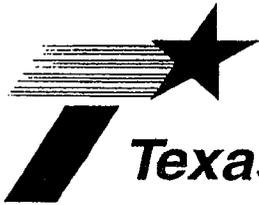
**PREVIOUS BOARD ACTION:**  
In City Council meeting of February 2, 2009, Council authorized the City Manager to file an application with FTA.

**BACKGROUND:**  
The Urbanized Area Formula Program makes Federal resources available to urbanized areas and to the Governors for transit capital and operating assistance in urbanized areas and transportation-related planning. For areas with less than 200,000 in population, the funds are apportioned by the Governor of each state for distribution. In Texas, the Governor has delegated the distribution authority to the Texas Department of Transportation (TxDOT).

Changed to  
Resolution

<b>FINANCIAL:</b>			
	<u>Budget</u>	<u>Budget Amendment</u>	<u>Proposed Budget</u>
<b>El Metro Operations</b>			
Revenues:			
FTA Operating Grant	\$3,952,135.00	\$4,170,475.00	\$218,340.00
Transfer in/Sales Tax	\$5,387,507.00	\$5,169,167.00	(\$218,340.00)
Expenses:			
Transfer to Operations	\$5,387,507.00	\$ 5,169,167.00	(\$218,340.00)
Reserve Appropriation	\$474,669.00	\$693,009.00	\$218,340.00

<b>TRANSIT COMMITTEE:</b> n/a	<b>STAFF RECOMMENDATION:</b> Staff recommends introduction of this ordinance.
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# Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

May 8, 2009

Dear Section 5307 Transit Operator:

Attached is a list showing the total FY 2009 funding allocations for the individual Section 5307 operators in Texas from the Governor's Apportionment. The Texas Department of Transportation (TxDOT) used the apportionments published in the Federal Register dated April 30, 2009, plus funds returned by two transit systems that requested a reduced amount for the FY 2009 project year.

TxDOT has notified the Federal Transit Administration of the available allocations for FY 2009 in the amounts shown in the attachment. If you have any questions or require additional information, please call Kelly Kirkland at 512-374-5227.

Sincerely,

Eric L. Gleason  
Director  
Public Transportation Division

Attachment FY 2009 Allocations

cc: Texas Transit Association  
Public Transportation Coordinators

Governor's Apportionment Urbanized Area	Total
	FY 09 Allocation
Abilene	\$1,611,211
Amarillo	2,799,717
Beaumont	1,848,436
Brownsville	3,284,223
Bryan-College Station	2,627,149
Galveston	1,611,737
Harlingen	1,385,100
Killeen	2,734,214
Lake Jackson-Angleton	1,045,145
Laredo	4,170,475
Longview	992,605
McKinney	748,308
Midland	1,474,172
Odessa	1,618,261
Port Arthur	618,177
San Angelo	1,230,596
Sherman	1,046,766
Temple	961,427
Texarkana, TX & AR	554,355
Texas City	1,211,979
The Woodlands	1,265,940
Tyler	1,365,165
Victoria	713,826
Waco	2,278,660
Wichita Falls	1,385,524
<b>Urbanized Total</b>	<b>\$40,583,168</b>

Based on Federal Register dated 4/30/2009

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Project ID:	TX-90-X848-01
Budget Number:	2 - Budget Pending Approval
Project Information:	Operating Expenses

### Part 1: Recipient Information

Project Number:	TX-90-X848-01
Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Address:	P.O. BOX 579 1110 Houston St., LAREDO, TX 78042 0579
Telephone:	(956) 791-7303
Facsimile:	(956) 791-7498

### Union Information

Recipient ID:	2069
Union Name:	UNITED TRANSPORTATION UNION LOCAL 1670
Address 1:	609 CODORNIZ
Address 2:	
City:	LAREDO, TX 78045 0000
Contact Name:	MARIO RODRIGUEZ
Telephone:	(956) 725-9657
Facsimile:	
E-mail:	
Website:	DOES NOT HAVE EMAIL

Recipient ID:	2069
Union Name:	UNITED TRANSPORTATION UNION LOCAL 1670
Address 1:	4504 LA CINGA LANE
Address 2:	

City:	LAREDO, TX 78046
Contact Name:	WILLIAM KOEHN
Telephone:	(956) 791-1244
Facsimile:	
E-mail:	
Website:	DOES NOT HAVE EMAIL

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$6,376,360
Project Number:	TX-90-X848-01	Adjustment Amt:	\$2,550,544
Project Description:	Operating Expenses	Total Eligible Cost:	\$3,825,816
Recipient Type:	City	Total FTA Amt:	\$2,550,544
FTA Project Mgr:	Lynn Hayes/Linda Kemp	Total State Amt:	\$0
Recipient Contact:	Eddie Bernal	Total Local Amt:	\$1,275,272
New/Amendment:	Amendment	Other Federal Amt:	\$0
Amend Reason:	Increase Award	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	-	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	No
EO 12372 Rev:	NO	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	Yes
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Mar. 01, 2009		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
482390	LAREDO, TX

### Congressional Districts

State ID	District Code	District Official
48	23	Ciro D Rodriguez
48	28	Henry Cuellar

### Project Details

FY2009 Section 5307 funds in the amount of \$1,619,931 ( partial allocation) for the City of Laredo/EL Metro. The City of Laredo/El Metro is a small urban operator providing public transportation services for more than 4.3 million riders. The city of Laredo and El Metro relies on federal funding to continue operations. The full funding has been appropriated to the City of Laredo/El Metro for operation assistance. The additional amount is \$2,550,544.00 for a total allocation of \$4,170,475.00

### Earmarks

**No information found.**

### Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

## **Part 3: Budget**

### Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
<u>SCOPE</u>			
<b>300-00 OPERATING ASSISTANCE</b>	0	\$4,170,475.00	\$7,065,678.00
<u>ACTIVITY</u>			
<b>30.09.01 UP TO 50% FEDERAL SHARE</b>	0	\$1,619,931.00	\$3,239,862.00
<b>30.09.01 UP TO 50% FEDERAL SHARE</b>	0	\$2,550,544.00	\$3,825,816.00
<b>Estimated Total Eligible Cost:</b>			<b>\$7,065,678.00</b>
<b>Federal Share:</b>			<b>\$4,170,475.00</b>
<b>Local Share:</b>			<b>\$2,895,203.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

**None**

### SOURCES OF FEDERAL FINANCIAL ASSISTANCE

	Accounting				Previously	Amendment

UZA ID	Classification	FPC	FY	SEC	Approved	Amount	Total
482390	2008.25.90.91.2	04	2009	90	\$1,619,931.00	\$0.00	\$1,619,931.00
<b>Total Previously Approved:</b>							<b>\$1,619,931.00</b>
<b>Total Amendment Amount:</b>							<b>\$0.00</b>
<b>Total from all Funding Sources:</b>							<b>\$1,619,931.00</b>

### Alternative Fuel Codes

### Extended Budget Descriptions

## Changes since the Prior Budget

### FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
300-00	OPERATING ASSISTANCE	\$1,619,931	\$2,550,544	\$4,170,475
30.09.01	UP TO 50% FEDERAL SHARE	\$1,619,931	\$0	\$1,619,931
30.09.01	UP TO 50% FEDERAL SHARE	\$0	\$2,550,544	\$2,550,544

### Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible
300-00	OPERATING ASSISTANCE	\$3,239,862	\$3,825,816	\$7,065,678
30.09.01	UP TO 50% FEDERAL SHARE	\$3,239,862	\$0	\$3,239,862
30.09.01	UP TO 50% FEDERAL SHARE	\$0	\$3,825,816	\$3,825,816

### Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
300-00	OPERATING ASSISTANCE	0	0	0
30.09.01	UP TO 50% FEDERAL SHARE	0	0	0
30.09.01	UP TO 50% FEDERAL SHARE	0	0	0

### Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
<b>Gross Project Cost:</b>	\$3,239,862	\$6,376,360	\$9,616,222

<b>Adjustment Amount:</b>	\$0	\$2,550,544	\$2,550,544
<b>Total Eligible Cost:</b>	\$3,239,862	\$3,825,816	\$7,065,678
<b>Total FTA Amount:</b>	\$1,619,931	\$2,550,544	\$4,170,475
<b>Total State Amount:</b>	\$0	\$0	\$0
<b>Total Local Amount:</b>	\$1,619,931	\$1,275,272	\$2,895,203
<b>Other Federal Amount:</b>	\$0	\$0	\$0
<b>Special Condition Amount:</b>	\$0	\$0	\$0

## Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE 0 \$1,619,931 \$3,239,862

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Nov. 01, 2009

30.09.01 UP TO 50% FEDERAL SHARE 0 \$2,550,544 \$3,825,816

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Nov. 01, 2009

## Part 5. Environmental Findings

30000 OPERATING ASSISTANCE 0 \$4,170,475 \$7,065,678

### Finding No. 1 - Class II(c)

#### C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

## Part 6: Fleet Status

No information found.

## Part 7. FTA Comments

### General Review

--

Comment Title:	New Comment
Comment By:	William Jones
Date Created:	Jun. 11, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	I have reviewed the Civil Rights requirements and concur with this portion of the project application

### Comments to DOL

Comment Title:	New Comment
Comment By:	Lynn Hayes
Date Created:	Jun. 11, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	The FTA timetable for this grant is 35 days from the date of this application. In order to meet that timeline, please establish a time schedule for negotiations pursuant to 29 DFR 215.3(d.) Person to contact at FTA: Lynn Hayes Phone 817 978-0565 Email Lynn.hayes@dot.gov Grantee Contact: Eddie Bernal Phone: 956-795-2288 Email ebernal@ci.laredo.tx.us

## Part 8: Results of Reviews

The reviewer did not find any errors

### TX-90-X848-01 Quarterly Narrative Report

Jan. 01, 2009 through Mar. 31, 2009

As Of Jun. 16, 2009

**(DRAFT)**

No MS/P Report , No FSR

## Part 1: Recipient Information

Project Number:	TX-90-X848-01
Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Address:	P.O. BOX 579 1110 Houston St., LAREDO, TX 78042 0579
Telephone:	(956) 791-7303

Facsimile:	(956) 791-7498
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## Part 2: Project Information

Project No:	TX-90-X848-01
Brief Desc:	Operating Expenses
FTA Project Mgr:	Lynn Hayes/Linda Kemp
Start/End Date:	-
Gross Project Cost:	\$9,616,222
Adjustment Amt:	\$2,550,544
Total Eligible Cost:	\$7,065,678
Total FTA Amt:	\$4,170,475
Total State Amt:	\$0
Total Local Amt:	\$2,895,203
Other Federal Amt:	\$0

## Part 3: Financial Status Report

### Financial Status

	Previous	This Period	Cumulative
A. Total Outlays	\$0	\$0	\$0
B. Recipient Share of Outlays	\$0	\$0	\$0
C. Federal Share of Outlays	\$0	\$0	\$0
D. Total Unliquidated Obligations			\$0
E. Recipient Share of Unliq. Obligations			\$0
F. Federal Share of Unliq. Obligations			\$0
G. Total Federal Share (C + F)			\$0
H. Total Federal Funds			\$0
I. Unobl. Bal. of Fed. Funds ( H - G)			\$0

### Cost Plan

Type of Rate	N/A
Rate	0.00%
Base	\$0
Total Amount	\$0
Federal Amount	\$0

## Part 4. Milestone/Progress Report

**No Milestone Report**

**CITY COUNCIL COMMUNICATION**

<p><b>Date:</b> 7-06-09</p>	<p><b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b> AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE FEDERAL TRANSIT ADMINISTRATION (FTA) AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) GRANT TX-96-X001, IN THE AMOUNT OF \$4,757,091.00 AND AMEND THE FY 2008-2009 TRANSIT SYSTEM'S CAPITAL GRANT BUDGET IN THE SAID AMOUNT.</p>																										
<p><b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager</p>		<p><b>STAFF SOURCE:</b> Feliciano Garcia, Jr., General Manager</p>																									
<p><b>PREVIOUS BOARD ACTION:</b> In City Council meeting of April 6, 2009, Council approved the submittal of grant application with the Federal Transit Administration (FTA) with Resolution no. 2009-RT-004.</p>																											
<p><b>BACKGROUND:</b> The Federal Transit Administration (FTA) announced The American Recovery and Reinvestment Act of 2009 (ARRA) and released its Transit Capital Assistance apportionments, allocations, and program information on March 5, 2009. The American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law by President Barack Obama on February 17, 2009 and includes \$8.4 billion for transit capital improvements. The ARRA includes appropriations to support multi-pronged efforts to stimulate the nation's economy. The City of Laredo apportionment is \$4,757,091.00 with no local match requirement.</p>																											
<p><b>FINANCIAL:</b></p> <table border="0" style="width:100%"> <thead> <tr> <th style="width:30%;"></th> <th style="width:15%; text-align:center"><u>Budget</u></th> <th style="width:15%; text-align:center"><u>Budget Amendment</u></th> <th style="width:15%; text-align:center"><u>Proposed Budget</u></th> </tr> </thead> <tbody> <tr> <td colspan="4"><b>El Metro Operations</b></td> </tr> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td>FTA ARRA Grant</td> <td style="text-align:right">\$0</td> <td style="text-align:right">\$4,757,091.00</td> <td style="text-align:right">\$4,757,091.00</td> </tr> <tr> <td colspan="4">Expenditures:</td> </tr> <tr> <td>Automotive</td> <td style="text-align:right">\$0</td> <td style="text-align:right">\$4,757,091.00</td> <td style="text-align:right">\$4,757,091.00</td> </tr> </tbody> </table>					<u>Budget</u>	<u>Budget Amendment</u>	<u>Proposed Budget</u>	<b>El Metro Operations</b>				Revenues:				FTA ARRA Grant	\$0	\$4,757,091.00	\$4,757,091.00	Expenditures:				Automotive	\$0	\$4,757,091.00	\$4,757,091.00
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<b>El Metro Operations</b>																											
Revenues:																											
FTA ARRA Grant	\$0	\$4,757,091.00	\$4,757,091.00																								
Expenditures:																											
Automotive	\$0	\$4,757,091.00	\$4,757,091.00																								
<p><b>TRANSIT COMMITTEE:</b> n/a</p>		<p><b>STAFF RECOMMENDATION:</b> Staff recommends introduction of this ordinance.</p>																									

ORDINANCE NO.

**AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE FEDERAL TRANSIT ADMINISTRATION (FTA) AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) GRANT TX-96-X001, IN THE AMOUNT OF \$4,757,091.00 AND AMEND THE FY 2008-2009 TRANSIT SYSTEM'S CAPITAL GRANT BUDGET IN THE SAID AMOUNT.**

**WHEREAS**, the Federal Transit Administration (FTA) is prepared to award the City of Laredo \$4,575,091.00 from the American Recovery and Reinvestment Act (ARRA), Stimulus funds; and

**WHEREAS**, the American Recovery and Reinvestment Act (ARRA) grant consists of \$4,757,091.00 in Federal funds for Fiscal year 2008-2009, and requires no local match; and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to accept the said grant TX-96-X001 in the amount of \$4,757,091.00 and the funds be allocated to the transit accounts.

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

**Section 1.** the City Manager is authorized to accept the Federal Transit Administration (FTA), American Recovery and Reinvestment Act (ARRA) Grant TX-96-X001 in the amount of \$4,757,091.00; and

**Section 2.** the City Manager is authorized to execute all necessary documents relating the said Grant; and

**Section 3.** the City's Federal Transit Administration Grant contribution is increased from \$4,404,764.00 to \$9,161,855.00; and

**Section 4.** the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

**Application**

Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Project ID:	TX-96-X001-00
Budget Number:	1 - Budget Approved
Project Information:	09 ARRA Buses(14)& Equip

**Part 1: Recipient Information**

Project Number:	TX-96-X001-00
Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Address:	P.O. BOX 579 1110 Houston St., LAREDO, TX 78042 0579
Telephone:	(956) 791-7303
Facsimile:	(956) 791-7498

**Union Information**

Recipient ID:	2069
Union Name:	UNITED TRANSPORTATION UNION LOCAL 1670
Address 1:	609 CODORNIZ
Address 2:	
City:	LAREDO, TX 78045 0000
Contact Name:	MARIO RODRIGUEZ
Telephone:	(956) 725-9657
Facsimile:	
E-mail:	
Website:	DOES NOT HAVE EMAIL

Recipient ID:	2069
Union Name:	UNITED TRANSPORTATION UNION LOCAL 1670
Address 1:	4504 LA CINGA LANE
Address 2:	

City:	LAREDO, TX 78046
Contact Name:	WILLIAM KOEHN
Telephone:	(956) 791-1244
Facsimile:	
E-mail:	
Website:	DOES NOT HAVE EMAIL

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$4,757,091
Project Number:	TX-96-X001-00	Adjustment Amt:	\$0
Project Description:	09 ARRA Buses(14)& Equip	Total Eligible Cost:	\$4,757,091
Recipient Type:	City	Total FTA Amt:	\$4,757,091
FTA Project Mgr:	Lynn Hayes/Suleman Shoab	Total State Amt:	\$0
Recipient Contact:	Eddie Bernal/	Total Local Amt:	\$0
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-4	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Mar. 05, 2009 - Mar. 05, 2012	Est. Oblig Date:	None Specified
Recvd. By State:	Mar. 12, 2009	Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Mar. 09, 2009		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
482390	LAREDO, TX

### Congressional Districts

State ID	District Code	District Official
48	23	Ciro D Rodriguez
48	28	Henry Cuellar

### Project Details

2009 ARRA grant for \$4,757,091, to replace 14 Heavy Duty Diesel buses and 1 low-sulfur diesel wrecker (alternative fuel). The wrecker is being replaced with El Metro's 1994 GMC (gasoline) wrecker. Furthermore, an interlocal agreement is presently being generated with the city of Brownsville and the city of McAllen for a RFP of 50+ low floor 35ft low sulfur diesel transit buses. The RFP will be issued this month and bid opening will be in April of 2009. The MPO Policy Committee approved the additional TIP revision on March 6, 2009. The TIP revision now included the ARRA monies being awarded for the city of Laredo and additional information was added to the project descriptions to reflect the buses (14) and the support vehicle (1 wrecker).

### Earmarks

#### Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
D2009-ERUF-0001	ARRA Urbanized Area Formula	\$5,967,852,039	\$4,757,091

Number of Earmarks: 1

Total Amount Applied: \$4,757,091

Date Sent for Release: 5/8/2009 3:13:48 PM

Date Released:

### Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

1. No Deficiency found from threat/vulnerability assessment.

Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp>]

## **Part 3: Budget**

### Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$200,000.00	\$200,000.00
<u>ACTIVITY</u>			

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$200,000.00	\$200,000.00
<b>SCOPE</b>			
111-00 BUS - ROLLING STOCK	14	\$4,557,091.00	\$4,557,091.00
<b>ACTIVITY</b>			
11.12.02 BUY REPLACEMENT 35-FT BUS	14	\$4,557,091.00	\$4,557,091.00
<b>Estimated Total Eligible Cost:</b>			<b>\$4,757,091.00</b>
<b>Federal Share:</b>			<b>\$4,757,091.00</b>
<b>Local Share:</b>			<b>\$0.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
482390	2009.26.96.91.1	00	2009	96	\$0.00	\$4,757,091.00	\$4,757,091.00
<b>Total Previously Approved:</b>						<b>\$0.00</b>	
<b>Total Amendment Amount:</b>						<b>\$4,757,091.00</b>	
<b>Total from all Funding Sources:</b>						<b>\$4,757,091.00</b>	

Alternative Fuel Codes

11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	Diesel Fuel
11.11.00	BUS - ROLLING STOCK	Diesel Fuel
11.12.02	BUY REPLACEMENT 35-FT BUS	Diesel Fuel

Extended Budget Descriptions

11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$200,000.00	\$200,000.00
Replacing a 1994 GMC Wrecker				



**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

<b>11400 BUS: SUPPORT EQUIP AND FACILITIES</b>	0	\$200,000	\$200,000
--	---	-----------	-----------

**Finding No. 1 - Class II(c)****C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

<b>114220 ACQUIRE - MISC SUPPORT EQUIPMENT</b>	0	\$200,000	\$200,000
--	---	-----------	-----------

**Finding No. 1 - Class II(c)****C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

**Part 6: Fleet Status****Fixed Route**

		Before	Change	After
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	35	0	35
	B. Spares	14	0	14
	C. Total (A+B)	49	0	49
	D. Spare Ratio (B/A)	40.00%	0.00%	40.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	4	0	4
	B. Pending Disposal	0	0	0
	C. Total (A+B)	4	0	4
<b>III.</b>	<b>Total (I.C and II.C)</b>	53	0	53

1 1999 Chance Trolley

14 1997 RTS Nova Buses  
8 1998 RTS Nova Buses  
3 2000 RTS Nova Buses  
6 2003 Blue Bird Buses  
7 2007 Blue Bird Buses  
10 2009 Gillig Buses

Below is the list of buses that will be replaced with the ARRA grant that have met the minimum useful life .

Veh.#(1)9701  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA7VR832272  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/380,597  
Miles at time of service 500 (est.)

Veh.#(2)9702  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA9VR832273  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/429,149  
Miles at time of service 500 (est.)

Veh.#(3)9703  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA0VR832274  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/399,444  
Miles at time of service 500 (est.)

Veh.#(4)9704  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA2VR832275  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/411,442  
Miles at time of service 500 (est.)

Veh.#(5)9706  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA6VR832277  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/431,729  
Miles at time of service 500 (est.)

Veh.#(6)9707  
Year 1997  
Make RTS NOVA  
VIN# 4RKDTJA8VR832278  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/338,995  
Miles at time of service 500 (est.)

Veh.#(7)9708  
Year 1997

Make RTS NOVA  
VIn# 4RKDTJAXVR832279  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/430,375  
Miles at time of service 500 (est.)

Veh.#(8)9709  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA6VR832280  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/415,769  
Miles at time of service 500 (est.)

Veh.#(9)9710  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA8VR832281  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/469,956  
Miles at time of service 500 (est.)

Veh.#(10)9711  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJAXVR832282  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/389,640  
Miles at time of service 500 (est.)

Veh.#(11)9712  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA1VR832283  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/462,684  
Miles at time of service 500 (est.)

Veh.#(12)9713  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA3VR832284  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/511,328  
Miles at time of service 500 (est.)

Veh.#(13)9714  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA5VR832285  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/431,538  
Miles at time of service 500 (est.)

Veh.#(14)9715  
Year 1997  
Make RTS NOVA  
VIn# 4RKDTJA7VR832286  
Date in Serv. Aug. 1997  
Minimum Years and Miles 12yrs/449,098

Miles at time of service 500 (est.)

TOTAL NUMBER OF VEHICLES = 49

TOTAL NUMBER OF PEAK VEHICLE REQUIREMENTS = 35

TOTAL NUMBER OF SPARE VEHICLES = 14

### Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	0	0	0
	B. Spares	0	0	0
	C. Total (A+B)	0	0	0
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	0	0	0

Veh.# Make/Model Year

0258 Chevrolet 2002  
 0259 Chevrolet 2002  
 0260 Chevrolet 2002  
 0261 Chevrolet 2002  
 0262 Chevrolet 2002  
 0263 Chevrolet 2002  
 0264 Chevrolet 2002  
 0265 Chevrolet 2002  
 0266 Chevrolet 2002  
 0267 Chevrolet 2002  
 0268 Chevrolet 2002  
 0269 Chevrolet 2002  
 0270 Chevrolet 2002  
 0271 Chevrolet 2002  
 0272 Chevrolet 2002  
 0273 Chevrolet 2002  
 0274 Chevrolet 2002  
 0275 Chevrolet 2002

## Part 7. FTA Comments

### General Review

Comment Title:	Engineering Review
Comment By:	Suleman Shoaib
Date Created:	Apr. 28, 2009

Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>The Grantee is reminded that all purchases including rolling stock must be in accordance with Federal Procurement requirements and Buy America Provisions. Grantee will need to conform to all applicable federal law including 49 CFR Part 18, specifically Section 18.36 and FTA C 4200.1E, "Third Party Contracting Requirements"; And Buy America Provisions as it relate to Rolling Stock Procurement 49 CFR Part 661, and 49 CFR Part 663.</p> <p>Review of this portion of the grant is complete.</p>

Comment Title:	STIP
Comment By:	Margaret J Crist
Date Created:	May. 08, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	The projects in this grant are programmed in the March 20, 2009, TX STIP revision. The STIP revision was jointly approved by FTA&FHWA on May 8, 2009. The approval will be added to the Recovery website and available by a live link.

Comment Title:	Pre-Award Certifications
Comment By:	Eldridge Onco
Date Created:	Apr. 01, 2009
Date Updated:	May. 08, 2009
Ref Section:	Unknown
Comment:	The grant applicant has submitted to FTA on paper the required pre-award FY 2009 certifications and assurances to support this grant award, and the submittal has been properly completed and executed.

Comment Title:	New Comment
Comment By:	William Jones
Date Created:	Mar. 10, 2009
Date Updated:	None Specified
Ref Section:	Unknown

Comment Title:	New Comment
Comment By:	William Jones
Date Created:	Mar. 10, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	I have reviewed the Civil Rights requirements and concur with this portion of the project application.

Comment Title:	2009 Certifications and Assura
Comment By:	Margaret J Crist

Date Created:	May. 18, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Please note that the 2009 certifications and assurances have been attached by paper clip to the Recipient Information screen in TEAM. The grantee submitted a paper copy of the certs and assurances so a pdf copy was attached in TEAM.

### Conditions of Award

Comment Title:	ARRA Special Provisions
Comment By:	Eldridge Onco
Date Created:	May. 08, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act (Recovery Act).</p> <p>The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:</p> <p>a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:</p> <p>(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.</p> <p>(2) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.</p> <p>(3) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act appropriations for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. §§ 5309(d) or (e), respectively.</p> <p>(4) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act appropriations for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. 5309(b)(2).</p> <p>(5) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act appropriations for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311.</p> <p>(6) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to</p>

support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311.

(7) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement or Cooperative Agreement displays "77 – Transportation Investments for Greenhouse Gas & Energy Reduction ARRA," the Project is financed with Recovery Act funds specified for capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of their public transportation systems.

b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the Recipient's application and reflected in the Approved Project Budget.

c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.

d. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009. Specifically, the Recipient acknowledges and agrees to comply with the following provisions

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient agrees to maintain, and to require its first-tier subrecipients to maintain, current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the

Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

e. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

f. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

g. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

h. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of Recovery Act.

i. Emblems. The Recipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

j. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Comment Title:	DOL Certification
Comment By:	Eldridge Onco

Date Created:	Apr. 01, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated April 1, 2009, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

### Comments to DOL

Comment Title:	New Comment
Comment By:	Lynn Hayes
Date Created:	Mar. 09, 2009
Date Updated:	Mar. 25, 2009
Ref Section:	Unknown
Comment:	FTA's projected timeline for acting upon the subject grant is 35 days from the date of this application. In order to meet that timetable, please establish a schedule for negotiations pursuant to 29 DFR.215 3 (d), based on the USC. terms and conditions for this grant. "For Routine Replacement of equipment of like kind and character" Person to notify at FTA: Lynn Hayes 817 978-0565 Email: Lynn.hayes@dot.gov Grantee Information: Felician Garcia Laredo EL Metro Phone 956: 795-2288 Email: fgarcia@ci.laredo.tx.us

## Part 8: Results of Reviews

The reviewer did not find any errors

## Part 9: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-15, October 1, 2008)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(15), October 1, 2008,  
<http://www.fta.dot.gov/documents/15-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and

(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

### FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-96-X001-00

Grantee: CITY OF LAREDO

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula - Economic Recovery

Estimated Total Eligible Cost (in U.S. Dollars): \$4,757,091

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$4,757,091

Amount of This FTA Award (in U.S. Dollars): \$4,757,091

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 4/1/2009

Project Description:

09 ARRA Buses(14)& Equip

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated April 1, 2009, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act (Recovery Act).

The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:

(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(2) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(3) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act appropriations for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. §§ 5309(d) or (e), respectively.

(4) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act appropriations for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. 5309(b)(2).

(5) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act appropriations for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311.

(6) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311.

(7) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement or Cooperative Agreement displays "77 – Transportation Investments for Greenhouse Gas & Energy Reduction ARRA," the Project is financed with Recovery Act funds specified for capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of their public transportation systems.

b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the Recipient's application and reflected in the Approved Project Budget.

c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.

d. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009. Specifically, the Recipient acknowledges and agrees to comply with the following provisions

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient agrees to maintain, and to require its first-tier subrecipients to maintain, current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

e. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

f. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

g. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

h. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of Recovery Act.

i. Emblems. The Recipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

j. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Awarded By:  
Mr. Blas M Uribe, IV  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
06/10/2009

**EXECUTION OF GRANT AGREEMENT**

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
Mr. Feliciano Garcia, Jr.  
General Manager  
CITY OF LAREDO  
06/11/2009

## TX-96-X001-00 Quarterly Narrative Report

Jan. 01, 2009 through Mar. 31, 2009

As Of Jun. 12, 2009

**(DRAFT)**

MS/P Report Submitted , No FSR

### Part 1: Recipient Information

Project Number:	TX-96-X001-00
Recipient ID:	2069
Recipient Name:	CITY OF LAREDO
Address:	P.O. BOX 579 1110 Houston St., LAREDO, TX 78042 0579
Telephone:	(956) 791-7303
Facsimile:	(956) 791-7498

### Part 2: Project Information

Project No:	TX-96-X001-00
Brief Desc:	09 ARRA Buses(14)& Equip
FTA Project Mgr:	Lynn Hayes/Suleman Shoaib
Start/End Date:	Mar. 05, 2009 - Mar. 05, 2012
Gross Project Cost:	\$4,757,091
Adjustment Amt:	\$0
Total Eligible Cost:	\$4,757,091
Total FTA Amt:	\$4,757,091
Total State Amt:	\$0
Total Local Amt:	\$0
Other Federal Amt:	\$0

## Part 3: Financial Status Report

### Financial Status

	Previous	This Period	Cumulative
A. Total Outlays	\$0	\$0	\$0
B. Recipient Share of Outlays	\$0	\$0	\$0
C. Federal Share of Outlays	\$0	\$0	\$0
D. Total Unliquidated Obligations			\$0
E. Recipient Share of Unliq. Obligations			\$0
F. Federal Share of Unliq. Obligations			\$0
G. Total Federal Share (C + F)			\$0
H. Total Federal Funds			\$0
I. Unobl. Bal. of Fed. Funds ( H - G)			\$0

### Cost Plan

Type of Rate	N/A
Rate	0.00%
Base	\$0
Total Amount	\$0
Federal Amount	\$0

## Part 4. Milestone/Progress Report

### Project Status Overview

The City of Laredo, the City of Brownsville and McCallen are soliciting proposals for up to 75 buses which are due on June 4, 2009 at 4:00 p.m. RFP# is HDB-55-0409. Award of contract will follow not more than 60 days. eb 5-19-2008

	Quantity	FTA Amount	Elig. Proj. Cost
11.12.02 BUY REPLACEMENT 35-FT BUS	14	\$4,557,091	\$4,557,091

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	FIRST VEHICLE DELIVERED	11/1/2010				
2.	ALL VEHICLES DELIVERED	12/30/2010				
3.	CONTRACT COMPLETE	1/1/2011				
4.	RFP/IFB OUT FOR BID	3/31/2009	4/15/2009	1		
5.	CONTRACT AWARDED	5/15/2009	8/4/2009	1		

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
<b>11.42.20</b> ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$200,000	\$200,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	3/31/2009				
2.	Contract Award	4/15/2009				
3.	Contract Complete	7/15/2009				

**LAREDO MASS TRANSIT BOARD COMMUNICATION**

<p><b>DATE:</b> 07/06/09</p>	<p><b>SUBJECT: MASS TRANSIT BOARD MOTION</b> Consideration to amend contract (FY 08-114) to the low bidder, C. W. Tenorio Security, Laredo, Tx, for providing security guard services for the Transit Center and Maintenance Facility by adjusting the hourly rate from \$8.75 to \$9.45 effective July 24, 2009. Funding is available in the El Metro Operations and Transit Center Funds.</p>													
<p><b>INITIATED BY:</b> Jesus Olivarez, Assistant City Manager</p>		<p><b>STAFF SOURCE:</b> Feliciano Garcia, General Manager Francisco Meza, Purchasing Agent</p>												
<p><b>PREVIOUS BOARD ACTION:</b> Awarded a two year contract to C. W. Tenorio Security on 9/15/08.</p>														
<p><b>BACKGROUND:</b> The contract terms and conditions for security guard services allow for price increases only if there is an increase in the minimum hourly wage. Since the minimum hourly wage has been increased by \$0.70 effective July 24, 2009, the contract vendor provided a written request to adjust their contract rate.</p> <p>City of Laredo Bid Terms and Conditions:  <b>"8.0 PRICE INCREASE:</b>          The hourly rate shall be firm for the contract period, unless the hourly minimum wage is increased by the US. Department of Labor. The hourly rate can be adjusted in the amount increased in the hourly minimum wage. The adjustment request must be submitted in writing to the Purchasing Division for confirmation."</p> <p>This contract will expire on September 2008. The rate adjustment will be in effect for one month.</p> <table border="0" data-bbox="215 1017 906 1156"> <tr> <td>Approximate Contract Hours per week:</td> <td align="right">217</td> </tr> <tr> <td>Hourly Increase</td> <td align="right">\$ 0.70</td> </tr> <tr> <td>Increase per week</td> <td align="right">\$ 151.90</td> </tr> <tr> <td>Annual increase</td> <td align="right">\$ 7,898.80</td> </tr> </table> <table border="0" data-bbox="215 1189 657 1321"> <tr> <td><b>Current Hourly Wage</b></td> <td align="right"><b>\$7.25</b></td> </tr> <tr> <td><b>Previous Hourly Wage</b></td> <td align="right"><b>\$6.55</b></td> </tr> </table>			Approximate Contract Hours per week:	217	Hourly Increase	\$ 0.70	Increase per week	\$ 151.90	Annual increase	\$ 7,898.80	<b>Current Hourly Wage</b>	<b>\$7.25</b>	<b>Previous Hourly Wage</b>	<b>\$6.55</b>
Approximate Contract Hours per week:	217													
Hourly Increase	\$ 0.70													
Increase per week	\$ 151.90													
Annual increase	\$ 7,898.80													
<b>Current Hourly Wage</b>	<b>\$7.25</b>													
<b>Previous Hourly Wage</b>	<b>\$6.55</b>													
<p><b>FINANCIAL:</b> Funds for this contact are available in the department's budget. The purpose of this contract is to establish prices for the commodities or services needed, should the City/Transit System 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.</p> <p>Funding is available in:          Transit Center-Security Services: 518-5430-583-5530          Maintenance Facility-Security Services: 558-5830-583-5530</p>														
<p><b>COMMITTEE RECOMMENDATION:</b></p>		<p><b>STAFF RECOMMENDATION:</b> Staff recommends approval of this motion.</p>												

## **C.W.Tenorio Security Inc.**

Lic#C-05239  
2013 Santa Rita  
Laredo, TX.  
956-724-3259  
956-724-5514

**City of Laredo**  
**Purchasing Division**  
5512 Thomas Ave.  
Laredo, TX 78041

May 31, 2009  
To Whom It May Concern:

I want to take this opportunity to thank you for giving C.W.TENORIO SECURITY, INC your business.

In order to maintain the high level of security services for your company you have come rely on, C.W.TENROIO SECURITY will implement a small increase on your rate of 70cents and hr. That will be in effect on 7/24/09. The increase is due to the Federal Minimum Wage increase.

C.W.TENROIO SECURITY strives to improve the quality of its service and the small rate will help us to continue to maintain and enhance the services we provide to you, our valued customer.

We would gladly appreciate your input in this matter, if you have any questions or concerns regarding this letter please feel free to discuss it with us.

Sincerely,

  
Elizabeth Tenorio  
**Owner/Manager**



**Texas Department of Public Safety**

*Courtesy Service Protection*

**Company Details**

[New Search](#) | [PSB Home](#)

**Company Details**

Name: C W TENORIO SECURITY, INC.  
 License Number: C05239  
 Company Code: C  
 Category: Guard Company  
                   Investigation Company

**Mailing Address**

**Insurance & Company Status**

Company Status: Active  
 Company Expiration Date: 6/30/2009  
 Insurance Expiration Date: 6/15/2010  
 Armed Guard Insurance: Yes  
 Guard Dog Insurance: No

**Owner/Manager**

Name
TENORIO, ELIZABETH
TENORIO IV, RODOLFO

**Employees (Former and Current)**

Name
Aguirre, Jose
Alboytez, Albert
ALTAMIRANDO, JAIME
BECERRA, INDALECIO
BECERRA, JOSE
BECERRA, YOLANDA
BECERRA, RAMONA
CANTU, JESUS
CASTILLO, JULIAN
CHARLES, AURORA
DELA ROSA, AUGUSTIN
ESPINOZA, ROBERTO
ESPINOZA, MANUEL
FRAGA, MARIA
FRAGA, FILIBERTO
FRAGA, FILIBERTO
GARZA, YVONNE
GARZA, JESUS
GONZALEZ, CARINA

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

**\$5.85** PER HOUR

BEGINNING JULY 24, 2007

**\$6.55** PER HOUR

BEGINNING JULY 24, 2008

**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**YOUTH EMPLOYMENT** An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment. For more information, visit the YouthRules! Web site at [www.youthrules.gov](http://www.youthrules.gov).

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Civil money penalties of up to \$11,000 per violation may be assessed against employers who violate the youth employment provisions of the law and up to \$1,100 per violation against employers who willfully or repeatedly violate the minimum wage or overtime pay provisions. This law prohibits discriminating against or discharging workers who file a complaint or participate in any proceedings under the Act.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

**1-866-4-USWAGE** 

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

GONZALEZ , EDGAR  
GONZALEZ , NOHEMI  
HERRERA , ALFONSO  
HINOJOSA , JUAN  
JUAREZ , SANTIAGO  
LARA , RAMON



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2009

PRODUCER (713)521-9251 FAX: (713)521-0125  
 El Dorado Insurance Agency  
 2515 North Blvd.  
 PO Box 66571  
 Houston TX 77266

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 C.W. Tenorio Security, Inc.  
 2013 Santa Rita  
 Laredo TX 78040

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>First Mercury Insurance Co.</b>	10657
INSURER B: <b>Texas Mutual Insurance</b>	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	FMMI019968	6/15/2009	6/15/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/ UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSP0001202058	6/19/2009	6/19/2010	<input type="checkbox"/> Y <input type="checkbox"/> N WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

### DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

The Certificate Holder is named as Additional Insured on the General Liability policy. A Waiver of Subrogation is included on the General Liability and Workers Compensation policies in favor of the Certificate Holder.

### CERTIFICATE HOLDER

mcorono@ci.laredo.tx.us  
 City of Laredo  
 Attn: Mindy  
 P.O. Box 579  
 Laredo, TX 78042

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 R.L. Ring, Jr./GA10

10-22-09  
 MCL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2009

**PRODUCER**  
**PENA INSURANCE AGENCY**  
 220 W. HILLSIDE RD  
 LAREDO, TEXAS 78041  
 9567249004

**INSURED**  
**RODOLFO TENORIO**  
 DBA CW TENORIO SECURITY INC.  
 2013 SANTA RITA  
 LAREDO, TX 78041  
 1956-724-3259

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: <b>VICTORIA INSURANCE COMPANY</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$								
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	US6219862	08/20/08	08/20/09	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,003</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH. ER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTH. ER	EL EACH ACCIDENT	\$	EL DISEASE - EA EMPLOYEE	\$	EL DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTH. ER													
EL EACH ACCIDENT	\$													
EL DISEASE - EA EMPLOYEE	\$													
EL DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2003 FORD PICKUP VIN# 1FMPU17LX3LA73500

**CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED AND WAIVER OF SUBROGATION.**

**CERTIFICATE HOLDER**

CITY OF LAREDO  
 P.O. BOX 579  
 LAREDO, TX 78042

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**MASS TRANSIT BOARD COMMUNICATION**

<b>DATE:</b> 07/06/09	<b>SUBJECT: MOTION</b> Consideration for approval to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the bid amount of \$78,624.50 for El Metro City-Wide Sidewalk Improvements (15 Blocks). Construction contract time is sixty (60) working days. Funding is available in the Transit 2008 New Freedom Grant.
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<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer
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**PREVIOUS COUNCIL ACTION:**  
None.

**BACKGROUND:**  
The project consists of 15 city blocks of ADA Accessible Sidewalks improvements throughout the City of Laredo. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also includes concrete header curbs, retaining walls, driveways and utility adjustments as required.

Plans and specifications were prepared by In-House by the City Engineering Department.

Eleven (11) bids were received at the City Secretary's Office at 2:00 P.M. on Thursday, June 4, 2009, and publicly opened, read, and taken under advisement on Friday, June 5, 2009, at 11:00 A.M., as follows:

Contractor (Bidder)	Base Bid
Qro Mex Construction Company, Granite Shoals, Texas	\$163,665.00
SLC Construction, Laredo, Texas	\$150,945.00
Juan Ramirez Investments, Laredo, Texas	\$115,210.50
Whitestone Construction, Laredo, Texas	\$102,716.02
Garco Contracting Company, San Antonio, Texas	\$133,063.53
ALC Construction, Inc., Laredo, Texas	\$78,624.50
Coastal Resources, Ltd., Laredo, Texas	\$134,003.40
Cooper's Construction, Laredo, Texas	\$120,404.50
Amberland Development, Ltd., Laredo, Texas	\$95,433.30
Gilmar Construction, Laredo, Texas	\$133,359.10
Zertuche Construction, Laredo, Texas	\$99,405.50

The bid and bid bonds were checked and found to be in order. Staff therefore recommends award in the bid amount of \$78,624.50 to ALC Construction, Inc., Laredo, Texas.

Construction contract time is sixty (60) working days after notice to proceed is issued.

**FINANCIAL IMPACT:**  
Funding is available in the Transit 2008 New Freedom Grant.  
Account No. 518-5182-565-9301

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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