

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-R-03

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

FEBRUARY 1, 2010

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 January 19, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing the St. Peter's Memorial School Kindergarten Basketball Team for winning the Boys & Girls Club City Championship.
- b. Recognizing the following soldiers for their commitment in serving our country in the United States Army Reserve and making us Laredo Proud:

Sgt. Eduardo Elizardo
Sgt. Anibal Alfaro
Sgt. Javier Garza
Sgt. Natalie Hernández
Sgt. Faustino Rodriguez
Spc. Gustavo Yanez Owens

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 Council Member Jose A. Valdez, Jr. of Mr. Jose Oscar Pantoja to the Para Transit Advisory Committee.

VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** creating a civil service commission for city employees (except employees who are subject to a collective bargaining agreement); providing for the appointment of members to the commission; setting forth its purposes, powers and functions; providing a classified service for city employees and for exceptions; abolishing at-will employment; providing for severability; providing for the manner in which this ordinance can be amended and providing an effective date.
2. **Public hearing** held for purposes of Section 147(f) of the Internal Revenue Code of 1986 on the proposed issuance by the City of Laredo, Texas Combination Tax and Airport Revenue Certificates of Obligation, Series 2010B and the Airport Project to be financed with such certificates.
3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a tire shop on Lots 1 & 2, Block 355, Eastern Division, located at 2901 & 2903 Springfield Avenue.

Staff supports the application and the Planning and Zoning Commission has recommended approval of the Conditional Use Permit. District IV

4. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an oriental food, liquor, and beer store, and professional offices, on Lot 4, Block 666, Eastern Division, located at 1219 Bustamante Street.

Staff supports the application and the Planning and Zoning Commission has recommended approval of the Conditional Use Permit with the addition of the following provision: alcohol sales are prohibited. District IV

5. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5, 6, and 7, Block 1, San Isidro Business Park, located at 402, 406, and 410 Crossroads Street, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District).

Staff supports the application and the Planning and Zoning Commission has recommended approval of the zone change. District VI

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .72 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Pico Road, from AG (Agricultural District) to B-3 (Community Business District). Staff supports the zone change and the Planning and Zoning Commission has recommended approval of the zone change. District VII

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

7. Amending City of Laredo Ordinance No. 96-186 to provide an exception for Laredo Convention & Visitors Bureau Advisory Committee members to allow for excused absences.
8. Designating as a one-way westbound the 2400 and 2500 blocks of E. Elm Street, between N. Martin Avenue and N. Texas Avenue, as a one-way southbound the 3300 and 3400 block of N. Texas Avenue, between E. Montgomery Street and E. Elm Street, and as a one-way northbound the 3300 and 3400 block of N. Martin Avenue, between E. Montgomery Street and E. Elm Street, during the peak hours of 7:30 a.m. to 8:30 a.m., and 2:30 p.m. to 3:30 p.m., Monday through Friday, during school days, providing for the installation of appropriate signage to indicate one-way traffic and providing for publication and effective date. **(Approved by Operations Committee)**

IX. FINAL READING OF ORDINANCES

9. **2009-O-230** Authorizing the City Manager to execute a lease assignment from Josefa Lago de Sarabia, as Lessee, of that lease agreement approved by Ordinance No. 91-O-266 and as amended by Ordinance No. 2000-O-210 and Ordinance No. 2005-O-138 for Hangar No. 162 consisting of approximately 13,114 square feet and situated on an approximate 42,038 square foot tract located at the Laredo International Airport to Altair Aviation, LLC., as assignee. The current monthly rental is \$4,407.14 and annually adjusted by changes in CPI, providing for effective date.

2010-O-010 Authorizing the issuance of \$2,300,000 in aggregate principal amount of City Of Laredo, Texas Combination Tax And Airport Revenue Certificates Of Obligation, Series 2010B, for paying all or a portion of the city's contractual obligations incurred for the purpose of constructing and

equipping a federal inspection station at the city's municipal airport and for the payment of legal, fiscal, and engineering fees in connection with such projects; authorizing the execution of an investment letter, making provisions for the security thereof; authorizing amendment to the city's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject.

2010-O-012 Ratifying the City Manager's acceptance of an Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) by the United States Department of Energy in the amount of \$2,083,600.00 with no matching funds, and amending the City of Laredo's FY 2009-2010 Annual Budget for the Environmental Services Department by appropriating the said grant revenue to the appropriate expenditure accounts. These funds will be used towards solar and wind energy projects as well as energy efficiency retrofit projects. A percentage of monies will also be used towards establishing a Revolving Loan Fund (RLF) to provide interest free loans for residential energy efficiency projects.

2010-O-013 Amending the City of Laredo Special Police FY 2009-2010 annual budget by authorizing the City Manager to accept, execute and appropriate revenues and expenditures in the amount of \$298,400.00 from the State of Texas for the purpose of funding the Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of October 1, 2009 through September 30, 2010. This grant will be 100% funded at no cost to the City and will be used for equipment and supplies for police operations.

2010-O-014 Amending Chapter 11 electricity of the Code of Ordinance of the City of Laredo by:

Amending Sections:

11-1 Definitions;

11-2 of the Laredo Code of Ordinance by adoption, with modification and amendments, the 2008 edition of the national Electrical Code of the National Fire Protection Association, Inc.;

11-4 Electrical Inspector;

11-7 Appeals;

11-22 Registration and examination required;

11-23 Application for registration; qualifications;

11-24 Fees for registration;

11-26 Display of Certificate;

11-43 Same to whom issued;

11-44 Same-fees basis by increasing basic fees from \$20.00 to \$25.00 and reinspections fees from \$10.00 to \$50.00, 11-45 same-display; and

Deleting Sections:

11-6 Same City department, school districts;

11-25 Bond;
11-27 License and bond required to engage master electricians;
11-64 Miscellaneous specifications; and providing a saving clause;
providing a severability clauses;

And providing an effective date.

2010-O-015 Amending Chapter 14, garbage, trash and refuse, Article II, rates for garbage and refuse collection and landfill operations, Section 14-9, rates of the City of Laredo code of ordinances to change Section (E) to decrease the monthly garbage collection fee for commercial establishments located in the downtown central business district to forty-nine dollars (\$49.00), sixty-three dollars (\$63.00), one hundred twelve dollars (\$112.00), and one hundred fifty four dollars (\$154.00) depending on square footage of the establishment. These fees will remain in effect through September 30, 2010 at which time monthly garbage collection fees for commercial establishments located in the downtown central business district will increase to fifty-nine dollars and fifty cents (\$59.50), seventy-six dollars and fifty cents (\$76.50), one hundred thirty-six dollars (\$136.00), and one hundred eighty-seven dollars (\$187.00) depending on square footage of the establishment. These fees will remain in effect through September 30, 2011 at which time monthly garbage collection fees for commercial establishments located in the downtown central business district will increase to seventy dollars (\$70.00), ninety dollars (\$90.00), one hundred sixty dollars (\$160.00), and two hundred twenty dollars (\$220.00) depending on square footage of the establishment.

2010-O-016 Ratifying the City Manager's acceptance of a grant under the Transportation Energy Efficiency Alternative Fuels and Technology stimulus grant program of the Texas Comptroller of Public Accounts under the American Recovery and Reinvestment Act (ARRA) funded through the United States Department of Energy (DOE) in the amount of \$924,000.00 with \$380,000.00 matching funds from City's El Metro fund, and amending the City of Laredo's FY 2009-2010 annual budget for the Transit System-Capital Grants Department by appropriating the said grant revenue to the appropriate expenditure accounts. These funds will be used towards upgrading the City's CNG fuel station at Public Works to fuel El Metro buses.

X. RESOLUTIONS

10. **2010-R-05** Authorizing the City Manager to sign all purchase agreements or earnest money contracts for the acquisition or resale of foreclosed properties pursuant to the Texas Department of Housing and Community Affairs, 2008 Texas Neighborhood Stabilization Program utilizing funds made available by the U.S. Department of Housing and Urban Development (HUD). The purpose of the program is to acquire,

rehabilitate, and subsequently resell foreclosed properties that might otherwise become sources of abandonment and blight, as well as facilitate direct homebuyer assistance to create affordable housing opportunities. NSP funds are provided through a loan reimbursement.

XI. MOTIONS

11. Authorizing the City Manager to execute an extension to the Extended Warranty Agreement between the City of Laredo and Schindler Elevator Corporation for the maintenance of the elevator and escalators located at Bridge I. This Extended Warranty Agreement will be for one (1) year effective February 1, 2010 through January 31, 2011 and will not exceed \$31,992.00. Funding is available in the FY09-10 Bridge Fund. **(Approved by Operations Committee)**
12. Authorizing the City Manager to execute a Renewal Agreement of a Professional Services Contract with W. D. Schock Company, Inc., originally executed on March 27, 2008, for the rendering of certain administrative and management services for the Airport Residential Sound Reduction Program, as part of the overall City of Laredo International Airport Noise Compatibility Program. Said contract renewal is for the continuation of the approved Residential Sound Reduction Program by implementing Phase VI for engineering, design, construction oversight and closeout activities for twenty-nine (29) homes that shall not exceed \$586,321.00. Funding is available in the FAA Grant #58, Professional Services/Architectural Fees Account. **(Approved by Operations & Finance Committees)**
13. Authorizing the City Manager to approve the Emergency Medical Technician Education Partnership agreement (“Agreement”) that will serve as the instructional partnership between the City of Laredo and Laredo Independent School District (LISD) to offer emergency medical technician education courses to LISD Career and Technical Education (CTE) students. **(Approved by Operations Committee)**
14. Authorizing the City Manager to grant a public fireworks display permit for the Washington’s Birthday Celebration Association for February 21, 2010. The Washington’s Birthday Celebration Association will be having a fireworks display show at Life Downs. The technician for the fireworks display will be Melrose Pyrotechnics, Incorporated. **(Approved by Operations Committee)**
15. Consideration to exercise the renewal option for annual contract FY09-013 to Nick Benavides, Laredo, Texas, in the total amount of \$66,512.00 for providing monthly mowing and maintenance of the Manadas Creek areas. The term of the contract is for a period of twelve (12) months. The contract includes the collection of trash, debris, rubbish and other material along the creek from San Isidro from Loop 20 South to McPherson, plus additional

450 feet west of McPherson. Funding is available in the Environmental Services Department budget. **(Approved by Operations & Finance Committees)**

16. Consideration to authorize the purchase of one (1) cab and chassis truck mounted with a paint striping machine from the sole bidder, Rush Truck Center of Laredo, Texas, in the total amount of \$ 259,425.00 through the BuyBoard's Cooperative Purchasing Program's contract pricing. The truck mounted painting machine will be assigned to the Traffic Safety Department. Funding is available from 2007 Certificates of Obligation bond proceeds. **(Approved by Operations & Finance Committees)**
17. Consideration to renew contract FY 08-033 to the following vendors:
 1. Kinloch Equipment & Supply, Pasadena, Texas, in the amount of \$40,000.00
 2. Industrial Disposal Supply, San Antonio, Texas, in the amount of \$50,000.00
 3. Nueces Power Equipment, Laredo, Texas, in the amount of \$40,000.00.

The contracts are for the purchase of original equipment manufacturer (OEM) parts and service for the City's Elgin and Tymco Street sweeper and Case equipment. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services which are secured on an as needed basis. Funding is available in the Fleet Management budget. **(Approved by Operations & Finance Committees)**

18. Consideration to amend contract FY09-057 currently awarded to MG Landscaping, Laredo, Texas in the amount of \$38,750.00 for providing lawn and landscaping repairs resulting from waterline breaks for the Utilities Department. Due to an increase in repairs, the proposed amendment would increase the current contract to \$68,750.00 in order to provide funding for the remainder of the contract term. Funding is available in the department's budget. **(Approved by Operations & Finance Committees)**
19. Authorizing the City Manager to award and execute all contract documents in the amount of \$60,850.00 to South Texas Laboratory, Inc., Laredo, Texas, for laboratory quality testing for construction of the North Laredo 3 MGD Wastewater Treatment Plant. Funds are available in 2008 Utilities Bond. **(Approved by Operations & Finance Committees)**
20. Approving Amendment #1 with Seca Engineering, L.L.C to the Professional Engineering and Surveying Services contract in the amount of \$7,500.00 to design and prepare plans and specifications for proposed Wastewater Collection and Water Distribution Improvements Project along Chicago Street and San Bernardo Ave. and related infrastructure improvements as part of the Markley Lane/Santa Maria Avenue. Drainage Improvements

Phase II, the total contract amount is \$ 47,800.00 Funding is available in the 2009 Utility Water Bond and the 2008 Utility Sewer Bond. **(Approved by Operations Committee)**

21. Award of a construction contract to the lowest bidder Qromex Construction Granite Shoals, Texas, in the amount of \$167,196.50 for 1750 linear feet of the 12" water line replacement along Flecha Lane with a construction time of 85 working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Funding is available in the 2009 Utility Bond-Line Rehabilitation Account No. 557-4186-538-0359. **(Approved by Operations & Finance Committees)**
22. Consideration for acceptance, final payment and release of retainage in the amount of \$8,516.34 to Whitestone Construction, Ltd., for the construction of 1,096 feet of an 8 inch wastewater line from the Cortez Lift Station located at 1911 Cortez to a 42 inch line located at India and Aldama and the elimination of the Lift Station. Funding was provided under the 2004 Utility Bond. **(Approved by Operations Committee)**
23. Authorizing the City Manager to execute a construction contract to a second (2nd) lowest bidder Reim Construction Inc., Laredo, Texas, in the amount of \$480,653.50 for the construction of the 12" diameter Water Line Replacement at Unitec Industrial Center, Phase 2 & 3. The construction time is sixty (60) working days. Funding is available in the 2009 Utility Bond. **(Approved by Operations & Finance Committee)**
24. Consideration to ratify the City Manager's approval of an emergency purchase authorization to Ellis & Ellis, Inc., Laredo, TX in the estimated amount of \$70,367.50 for emergency repairs on a sewer pipe crossing State Hwy 83 on Cleveland St. The pipe line has severe deterioration and has clogged three times and is in danger of collapsing. TxDOT has approved to bore through and install a steel casing crossing State Hwy 83. Funding is available in the 2008 Utility Bond proceeds. **(Approved by Operations & Finance Committees)**
25. Consider the ratification of change order no. 4 a decrease of \$51,687.46 for the balance of quantities actually constructed in place, approval of eight (8) calendar days of liquidated damages (eight (8) calendar days @ \$3,000.00 = \$24,000.00), approving and accepting the Laredo International Airport General Aviation Apron Reconstruction Phase IV as complete, approval of release of retainage and approval of final payment in the amount of \$159,288.84 to Price Construction, Ltd., Big Spring, Texas. Final construction contract amount is \$3,641,776.84. Funding is available in the Airport Construction Fund Grant No. 57. **(Approved by Operations & Finance Committees)**

26. Consideration for approval of amendment no. 1 an increase of \$43,850.03 to the professional services contract with URS Corporation, Dallas, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase 6 to add to the scope of work the reconstruction of approximately 10,000 square yards of the existing General Aviation Apron which represents an increase of 50% from 20,000 square yards to over 30,000 square yards. Current engineering contract amount is \$171,327.47. Funding is available in the Airport Construction Fund FAA Grant No. 53. **(Approved by Operations Committee)**
27. Consideration for approval and acceptance of the Laredo International Airport Runway 14-32 Reconstruction as complete, approval of release of retainage and approval of final payment in the amount of \$145,264.84 to Price Construction, Ltd., Big Spring, Texas. Final construction contract amount is \$2,905,296.78. Funding is available in the Airport Construction Fund - FAA Grant No. 53. **(Approved by Operations & Finance Committees)**
28. Consideration for approval of amendment no. 1 an increase of \$195,581.54 to the professional services contract with URS Corporation, Dallas, Texas, for the Laredo International Airport Airfield Electrical Vault Improvements and Runway 17R-35L Lighting and Signage Improvements to add the construction phase of the project and the Resident Project Representative. Current engineering contract amount is \$412,436.65. Funding is available in the Airport Construction Fund FAA Grant No. 57. **(Approved by Operations & Finance Committees)**
29. Consideration to renew contract FY08-040 currently awarded to Holt Co. of Texas, Laredo, Texas, in the estimated amount of \$200,000.00 for the purchase of original equipment manufacturer (OEM) parts and service for the City's Caterpillar equipment fleet. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services which are secured on an as needed basis. Funding is available in the Fleet Management budget. **(Approved by Operations & Finance Committees)**
30. Award of construction contract to the lowest bidder Rhino Builders, Ltd., Laredo, Texas, in the amount of \$66,490.00 for the Eistetter Park Restroom Facility approximately 343 sq.ft. with a construction contract time of eighty (80) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Community Development 34th Action Year. **(Approved by Operations & Finance Committees)**
31. Consideration for approval of the City of Laredo Landfill Cells 13 and 14 as complete and approval of change order no. 1 a decrease of \$238,920.26 for the balance of quantities actually constructed in place, release of retainage,

and approval of final payment in the amount of \$158,193.63 to L.D. Kemp Excavating, Inc., Fort Worth, Texas. Final construction contract amount is \$1,564,399.28. Funding is available in the Solid Waste Fund. **(Approved by Operations & Finance Committee)**

32. Consideration to authorize the City Manager to enter into contract with FirstCall Network, Inc., Baton Rouge, Louisiana, for emergency notification services; and authorizing the City Manager to sign all contract documents. The term of this contract shall be for one (1) year in the amount of \$24,200.00, with an option to renew for two (2) additional years at the same guaranteed rate. This option pricing includes 50,000 minutes per year with roll over of unused minutes from year to year, and additional minute blocks in the amount of 10,000 minutes at a cost of \$550.00 per block. Funding is available in the General Fund. **(Approved by Operations Committee)**
33. Consideration to adopt the 2010 Federal Legislative Agenda. **(Approved by Operations Committee, Finance Committee requested that this item be discussed at the Council Meeting)**

XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

34.

A. Request by Mayor Raul G. Salinas

1. Presentation by representatives of the Division for Blind Services, Department of Assistive and Rehabilitative Services (DARS), State of Texas to discuss the agency's services that assist persons who are blind or visually impaired to gain or retain employment. This will allow the community to be informed of these services and allow the agency to work in partnership with the business community to identify employment opportunities for their consumers.
2. Discussion with possible action on establishing a ban on text messaging while driving.

B. Request by Mayor Pro-Tempore Mike Garza

1. Discussion with possible action on the status on El Portal Project.
2. Discussion with possible action on supporting the Laredo Pony League and all the upcoming tournaments for 2010. **(Co-Sponsored by Mayor Raul G. Salinas)**
3. Discussion and presentation on revenue and actual crossings for all ports of entry in the State of Texas.

C. Request by Council Member Johnny Rendon

1. Discussion with possible action on placement of speed cushions located on Gallagher Street using discretionary funds.
2. Discussion with possible action to provide bus stops, pick-up/drop-off areas located at Mall Del Norte.
3. Status report on the signal light at the intersection of Loop 20 and Lakeside Subdivision.
4. Status report on the Bartlett Avenue Extension Project.

D. Request by Council Member Gene Belmares

1. Presentation by Laredo Police Officers on creating a police officer memorial located at Police Department Headquarters, with possible action.
2. Discussion with possible action on amending the City of Laredo's tree ordinance prohibiting certain trees under power lines in City right of ways.
3. Discussion with possible action on acquiring equipment for ham radio interoperability and resolving local ham radio issues.
4. Discussion with possible action on the 2nd Annual North Central Park Kite Festival and 100 Acre Woods Part II.

XIII. STAFF REPORTS

35. Presentation regarding the request for funding from Junior Bucks Hockey Team, with possible action.

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

36. **Public hearing and introductory ordinance** authorizing the City Manager to execute a budget amendment appropriating operating funds from the

Federal Transit Administration Grant No. TX 900-X848 from fiscal year 2008-2009 in the amount of \$1,151,292.00 to be used for operating expenses in fiscal year 2009-2010, by increasing the federal contribution and decreasing the sales tax match in the El Metro Fund and increasing the reserve appropriation in the transit sales tax fund by the said amount. **(Approved by Operations & Finance Committees)**

37. Award of construction contract to the lowest qualified bidder Zertuche Construction, Laredo, Texas, in the amount of \$30,682.80 for the El Metro 14 Bus Shelter Slabs and Sidewalks along US Hwy. 83 and Loop 20 with a construction contract time of sixty (60) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Transit New Freedom 2008 Grant. **(Approved by Operations Committee)**

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, January 27, 2010 at 6:30 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 02-01-10	SUBJECT: PUBLIC HEARING/INTRODUCTORY ORDINANCE AN ORDINANCE CREATING A CIVIL SERVICE COMMISSION FOR CITY EMPLOYEES (EXCEPT EMPLOYEES WHO ARE SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT); PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE COMMISSION; SETTING FORTH ITS PURPOSES, POWERS AND FUNCTIONS; PROVIDING A CLASSIFIED SERVICE FOR CITY EMPLOYEES AND FOR EXCEPTIONS; ABOLISHING AT-WILL EMPLOYMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE MANNER IN WHICH THIS ORDINANCE CAN BE AMENDED AND PROVIDING AN EFFECTIVE DATE.	
INITIATED BY: Civil Service Ad Hoc Committee (Current Members: Cm. Mike Garza-Chair; Cm. Jose Valdez, C. Hector Garcia, Rene de la Viña, Daniel E. Migura, Jr., Israel Reyna, Jesus Olivares)	STAFF SOURCE: Daniel E. Migura, Jr. Human Resource Director	
PREVIOUS COUNCIL ACTION: During the January 11, 1010 Special City Council meeting, City Council instructed to approve Civil Service for Non-Uniform Employees ordinance as instructed by City Attorney; Draft ordinance and bring back for approval.		
BACKGROUND Since the first appointed Civil Service Ad Hoc Committee was formed on July 2007, members have met on 16 occasions to review and discuss different aspects of Civil Service Commission for Non-uniformed City employees.		
FINANCIAL IMPACT: This action will impact the respective department's budget.		
COMMITTEE RECOMMENDATION: Approve ordinance as presented.	STAFF RECOMMENDATION: Approve ordinance as presented.	

ORDINANCE NO. _____

AN ORDINANCE CREATING A CIVIL SERVICE COMMISSION FOR CITY EMPLOYEES (EXCEPT EMPLOYEES WHO ARE SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT); PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE COMMISSION; SETTING FORTH ITS PURPOSES, POWERS AND FUNCTIONS; PROVIDING A CLASSIFIED SERVICE FOR CITY EMPLOYEES AND FOR EXCEPTIONS; ABOLISHING AT-WILL EMPLOYMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE MANNER IN WHICH THIS ORDINANCE CAN BE AMENDED AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo held an election on November 7, 2006 regarding a Charter amendment relating to Civil Service Commission for City employees not subject to a collective bargaining agreement (hereinafter referred to as "City employees"); to wit:

"The City Council shall establish and appoint a Civil Service Commission, for employees of City other than its fire fighters and police officers, the functions, composition and powers of which, will be determined by ordinance."

WHEREAS, said election was duly canvassed on November 13, 2006, with the voters approving the Charter amendment; and

WHEREAS, an Ordinance is required to establish a Civil Service Commission and to provide for the appointment of its members, outlining its purposes, powers and functions; providing a classified service of city employment for employees as well as abolishing at-will employment for city employees in the classified service and providing for disciplinary actions against civil service employees for just cause;

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

SECTION 1. PURPOSE

There is hereby established for the City of Laredo a classified civil service system which provides that appointments and promotions of city employees be based on competency and merit; and that suspensions, demotions, and discharges be for just cause, and not for any other consideration.

SECTION 2. CREATION OF COMMISSION

(A) There is hereby established a Civil Service Commission, which shall consist of fourteen members. Members of the Commission must be appointed by the City

Council, nine (9) members (one nominated by each Council Member and Mayor) and five (5) members nominated by City employees and may be confirmed for appointment by City Council. The term of office of each member of such Commission shall be for four (4) years for the members appointed from the City employee nominees and two (2) years for the members appointed from the City Council nominees or until a successor is appointed. No member shall serve more than a cumulative total period of 8 years. Any vacancies in such Commission caused by death, resignation or otherwise, or by failure of any appointee to qualify within ten days after appointment, shall be filled in the manner above specified for the unexpired term of the retiring member or of the City Council appointee failing to qualify; however, for City employee's nominated members, from the list of alternates composed of the next five (5) nominees in order of votes received.

- (B) The City Secretary shall be responsible to conduct the election of nominees by City employees every four (4) years. No person may be a candidate unless nominated by a petition signed by a minimum of twenty-five (25) city employees filed with the City Secretary within the forty-five (45) day period prior to the date of close of candidate nominations, together with the candidate's verified application. A list of City employees shall be produced and maintained by the City Secretary fifteen (15) days before the first day of the nominations period. Sample ballots will be made available 15 days prior to the first date of elections which shall be for five (5) consecutive work days, the last day for employees previously unable to vote. Employees may sign only one candidate's petition and allowed one (1) hour to vote during work hours. Final resolution of any election disputes shall be decided by the Employee Liaison Committee.
- (C) The members of the Civil Service Commission shall serve without compensation for their services.
- (D) All members of the Commission shall be persons of good moral character, above the age of twenty-one (21) years, and a registered voter of the City who shall have resided in the City for a period of more than three (3) years. No Commissioner may hold any employment compensated by the City, and no Commissioner shall be directly or indirectly interested in any work, business or contract, the expense, price or consideration of which is paid from City funds, or by any assessment levied by ordinance or resolution of the City Council, and any violation of this provision shall be deemed malfeasance in the office and cause for removal there from. No former city employee is eligible for appointment as a Commissioner until one year following separation from the City. No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor, any Council Member, any elected official, City Manager, or any member of any City board or commission shall be appointed to the Commission. No person shall have held any public office (other than a notary public) within the preceding two (2) years excluding service as a member of the Commission except as stated herein.

- (E) A member of the Commission may be removed by the City Council only for cause and after being given a written statement of the charges against him or her and a public hearing thereon, if he or she requests. A certified copy of the charges and a transcript of record of such public hearing shall be filed with the City Secretary.
- (F) No member of the Commission shall during his or her tenure be a candidate for or hold any City office or position, and no member of the Commission shall during his or her tenure hold any other public office, except notary public.
- (G) For the purpose of hearing any covered employee's grievance or appeal, a separate trial board is hereby created which shall be composed of three (3) members appointed from the City Council nominees and two (2) members appointed from the city employees nominees selected on a random basis to hear each grievance or appeal separately.

SECTION 3. RULES AND POWERS OF COMMISSION

- (A) The Civil Service Commission shall adopt rules and regulations for the proper conduct of its business after consideration of a recommended draft rules and regulations submitted to it by the Civil Service Ad Hoc Committee, after public hearing and subject to approval of the City Council; however, no rules or regulations shall ever be adopted which permit the appointment or employment of persons without good character or who are unfit and incompetent to discharge the duties thereof. The Commission rules shall define just cause grounds for disciplinary actions, including removal, suspension, demotion and reduction in pay, and provide for progressive discipline where appropriate (from a written reprimand to termination); provided that no rule or regulation shall prohibit the discharge, suspension or demotion of any appointee or employee for want of fitness, lack of moral character, incompetence, or the failure or refusal to properly discharge the duties of his or her appointment or employment.
- (B) The Commission shall further have the power and be required to:
 - (1) Hear appeals in the case of any employee or other person in the classified civil service who has been subjected to any disciplinary action, including but not limited to termination, suspension or reduction in class or pay; and to hear any grievance of any employee or other person in the classified civil service, if not satisfactorily resolved after review by the employee's immediate supervisor and Department Director, under this Ordinance and/or the Rules and Regulations implementing this Ordinance, concerning wages, hours of employment, or work conditions and shall report in writing to the City Manager its findings, conclusions, and recommendations.

- (2) Make any investigation which it may consider desirable or which may be required by the Council or City Manager to make concerning the administration of personnel in the municipal service, and to report to the Council and City Manager its findings, conclusions and recommendations;
- (3) Perform the services hereafter provided with respect to the civil service rules;
- (4) Perform such other duties with reference to personnel administration, not inconsistent with the City Charter and Code of Ordinances, as the City Council may require.

SECTION 4. CLASSIFICATION SYSTEM

- (A) The Commission may investigate and shall recommend amendments to the city's classification plan to the City Manager for presentation and approval by the City Council.
- (B) All employees below Department Director (excluding the City Manager, Deputy City Manager, Assistant City Managers, and Department Directors as per attached 12/03/07 Organizational Chart hereto as exhibit "A" and incorporated herein by reference) are eligible for classification under the civil service system created by this Ordinance unless an employee is placed by operation of the general laws of the state in a different civil service system or unless an employee is excepted from eligibility to the civil service system by or pursuant to the provisions of this section. The following described categories of employees are excepted from the eligibility to civil service classification:
 - (1) Appointive officials, that is, those employees and officials who are required or authorized to be appointed by the mayor and City Council and/or the City Manager or whose appointment is subject to the confirmation of the City Council including, but not limited to, the City Manager and all of the department heads of the various city departments.
 - (2) Temporary employees, that is, those employees who are retained for seasonal work, work of fixed duration or other work which does not have a reasonable expectancy to continue indefinitely, provided that this employment lasts for a period less than one year;
- (C) The rules and regulations of the Commission shall also make provision for open and free written, verbal, skill or other examination appropriate to determine fitness in regard to classified services, for a probationary period of not more than twelve (12) months which appointees shall serve before they receive classified

status and for promotion on the basis of merit, experience and record.

- (D) All eligible persons employed by the city at the time of the adoption of this provision who have served continuously in their respective offices or employment for twelve (12) months prior to the establishment of the civil service system shall immediately receive civil service classification.
- (E) The City Council may by ordinance, recommended by either the Civil Service Ad Hoc Committee or the standing committee on civil service, confer upon the Commission such further and additional rights and duties as may be deemed necessary to enforce and carry out the principles of this section.
- (F) Employees subject to the protections of the Classified Civil Service under this Ordinance shall be excepted from the existing City Ordinance providing for Appeals and Grievances after the effective date of this Ordinance.

SECTION 5. CONTINUATION IN EFFECT OF OTHER RULES AND REGULATIONS

All employees, officers and appointees not covered under the civil service provisions of the City Charter shall remain subject to all other existing provisions as to appointment, removal, salary, services and duties, unless amended by this or some other subsequent ordinance or Charter amendment.

SECTION 6. SEVERABILITY CLAUSE

If any part or parts of this Ordinance shall be held unconstitutional or contrary to the provisions of the laws of the State of Texas or of the City Charter, such part or parts shall not affect the validity of the remaining parts of this Ordinance.

SECTION 7. AMENDMENT OF ORDINANCE

This Ordinance may only be amended by a majority vote of the entire City Council.

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage by the City Council of the City of Laredo in accordance with the ordinance provisions set forth in the City Charter, as amended.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS ____ DAY OF _____, 20____.

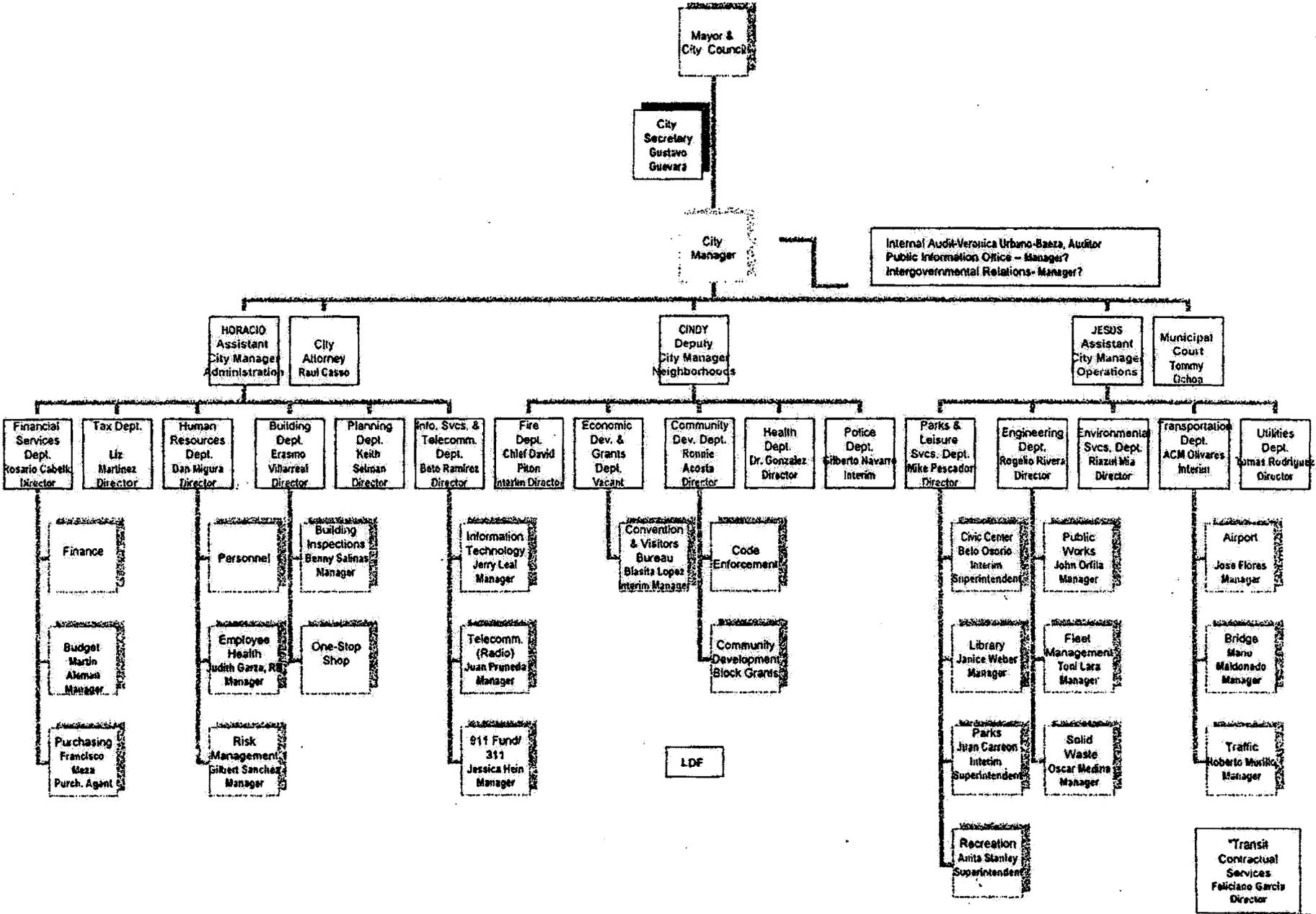
Raul Salinas
Mayor

ATTEST:

Gustavo Guevara, Jr.
City Secretary

Raul Casso
City Attorney

Citizens of Laredo



COUNCIL COMMUNICATION

<p>DATE:</p> <p>02/01/2010</p>	<p>SUBJECT: PUBLIC HEARING</p> <p>Public hearing held for purposes of Section 147(F) of the Internal Revenue Code of 1986 on the proposed issuance by the City of City of Laredo, Texas Combination Tax and Airport Revenue Certificates of Obligation, Series 2010B and the Airport Project to be finance with such certificates.</p>
<p>INITIATED BY:</p> <p>Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE:</p> <p>Noel Valdez, McCall Parkhurst & Horton Horacio A. De Leon, Jr., Assistant City Manager Rosario Camarillo-Cabello, Finance Director</p>
<p>PREVIOUS COUNCIL ACTION:</p> <p>City Council approved Resolutions 2009-R-135 and 2009-R-136 on November 16, 2009 authorizing the publication of notice of intention to issue Combination Tax and Revenue Certificate of Obligations. A Plan of Finance was presented by Adrian Galvan of the firm of Estrada-Hinojosa & Company, Financial Consultants, on November 16, 2009. Public Hearing and Introduction of Ordinance held on January 4, 2010. Final Reading of Ordinance 2010-O-010 will be held on February 1, 2010.</p>	
<p>BACKGROUND:</p> <p>The City of Laredo is proposing the sale of a Combination Tax and Airport Revenue Certificate of Obligations, Series 2010B on February 1st, 2010 in the estimated amount of \$2,300,000. The City has issued other bonds on December 21, 2009 which includes an Airport Revenue Refunding Bond in the amount of \$2,070,000; a Public Property Finance Contractual Obligation in the approximately amount of \$5,080,000 and a Certificate of Obligation, Series 2010A in the amount of \$4,095,000.00.</p> <p>Airport Revenue Certificates of Obligation Series 2010B is considered a private activity bond for the purpose of constructing a Federal Inspection Station at the Municipal Airport. Private activity bonds are governed by the Internal Revenue Code § 147(f), a private activity bond is not a qualified bond unless it is part of an issue that has been approved by the governmental unit that issued the bond or by the governmental unit on whose behalf the bond was issued. The public hearing is been conducted to comply with the Internal Revenue Bond Code Section 147(f) and to be able to preserve the tax-exempt status for the bondholders of this bonds.</p>	
<p>FINANCIAL IMPACT:</p> <p>N/A</p>	
<p>RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION:</p> <p>Staff recommends that the public hearing be conducted prior to the final reading of the sale of the bonds.</p>

COUNCIL COMMUNICATION

<p>Date: 02/01/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a tire shop on Lots 1 & 2, Block 355, Eastern Division, located at 2901 & 2903 Springfield Avenue. Staff supports the application and the Planning and Zoning Commission has recommended approval of the Conditional Use Permit.</p> <p align="right">ZC-66-2009</p>
<p>Initiated by: Martin Murillo Javier Martinez</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>	
<p>BACKGROUND</p> <p>Council District: IV – Juan Narvaez</p> <p>Proposed use: Tire Shop</p> <p>Site: The site is vacant.</p> <p>Surrounding land uses: To the north lie single-family residential structures, apartments, and a used car lot. To the east are single-family houses, manufactured housing units, apartments, and the Lexington Drive-Thru. To the south lie single-family residences, manufactured housing units, vacant lots, and Moreno’s Short Stop. To the west are single-family houses, a body shop, apartments, Burger Barn, Elisa’s Kitchen, El Pollo Tex, Perfect Cuts, and LA Lunch kiosk.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial.</p> <p>Letters sent to surrounding property owners: 34 In Favor: 1 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>Issuance of a Conditional Use Permit (C.U.P.) is appropriate at this location. A tire shop requires a B-3 designation, which complies with the Comprehensive Plan’s designation for this area as Retail/Office. A B-3 district, according to the Land Development Code, should also abut minor or principal arterial streets, and Springfield Avenue is a Minor Arterial on the Long Range Thoroughfare Plan.</p> <p>Staff supports the Conditional Use Permit and recommends the following conditions be included with issuance of a C.U.P.</p> <p align="right">(Continued on Next Page)</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 to 0 vote, recommended approval of the Conditional Use Permit.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed Conditional Use Permit.</p>

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to Martin Murillo and Javier Martinez, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the elevation features, 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. Signage is limited to that which is allowed in a B-1 district.
7. Vehicles under repair, potential customers inquiring about services, and/or employee vehicles may not be stored or parked along public right-of-way.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A TIRE SHOP ON LOTS 1 & 2, BLOCK 355, EASTERN DIVISION, LOCATED AT 2901 & 2903 SPRINGFIELD AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a tire shop on Lots 1 & 2, Block 355, Eastern Division, located at 2901 & 2903 Springfield Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 7, 2010; 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 February 1, 2010, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a tire shop on Lots 1 & 2, Block 355, Eastern Division, located at 2901 & 2903 Springfield Avenue.

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

1. The C.U.P. shall be issued to Martin Murillo and Javier Martinez, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.

3. The C.U.P. is restricted to the elevation features, 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. Signage is limited to that which is allowed in a B-1 district.
7. Vehicles under repair, potential customers inquiring about services, and/or employee vehicles may not be stored or parked along public right-of-way.

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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

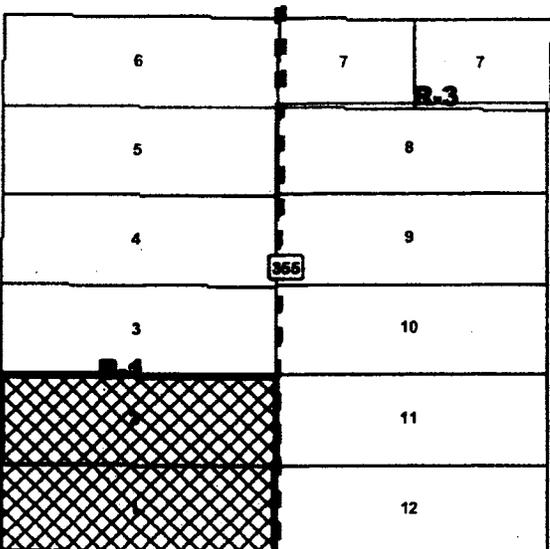
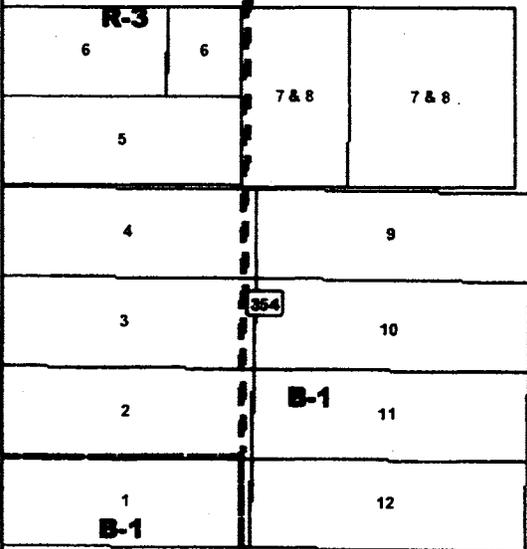
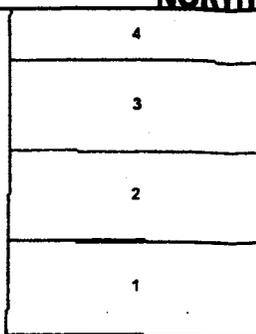
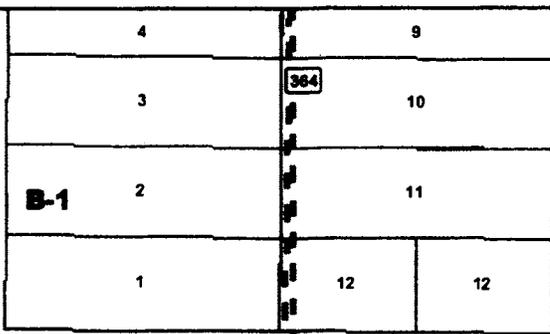
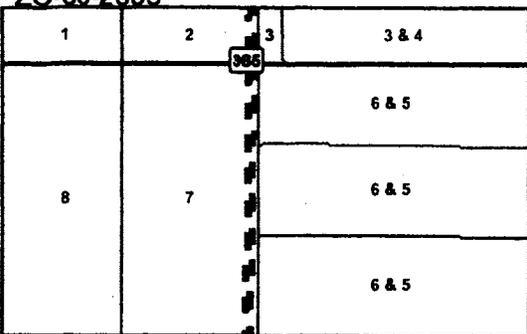
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

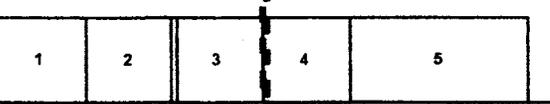
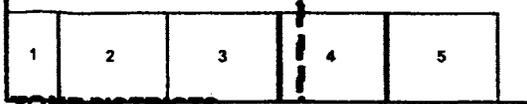
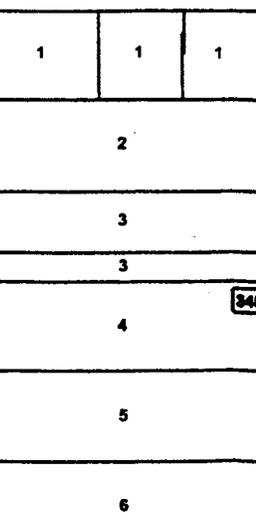
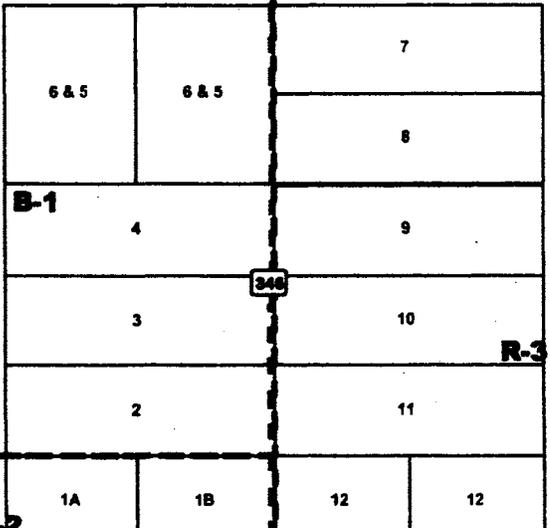
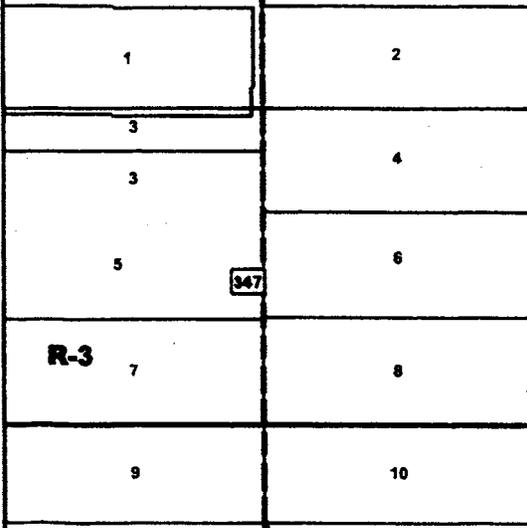
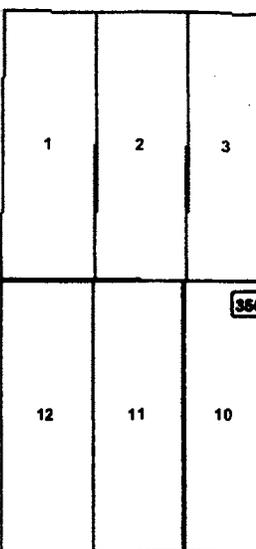
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY



ZC-66-2009



MARYLAND AVE
55.56'



MINOR ARTERIAL SPRINGFIELD AVE
30'

MAJOR COLLECTOR LYON ST
55.56'

KEARNEY ST
55.56'

ZONE DISTRICTS

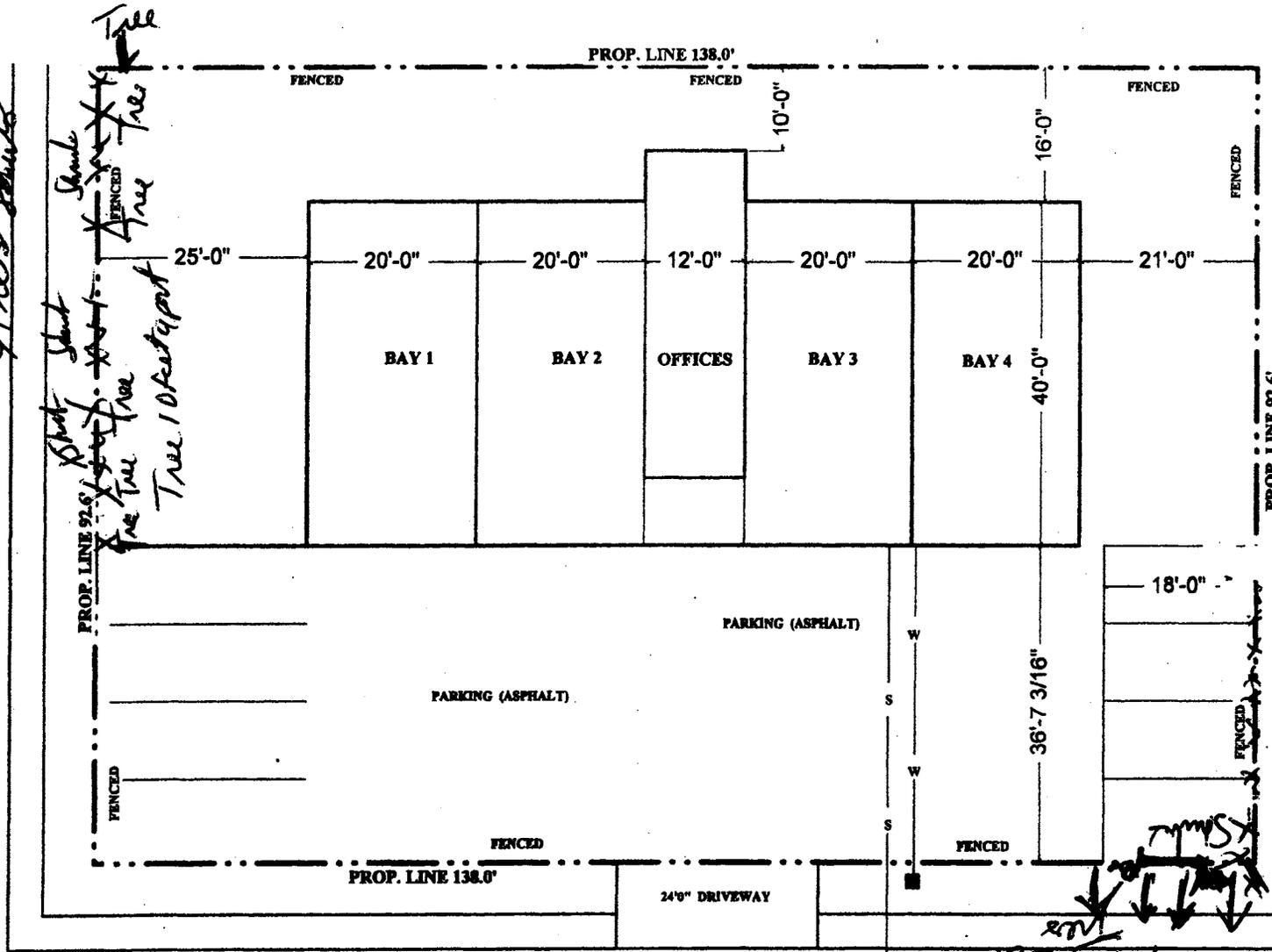


1 inch equals 100 feet
City of Laredo
GIS Division

"A" + 19.4x3

SPRINGFIELD AVE.

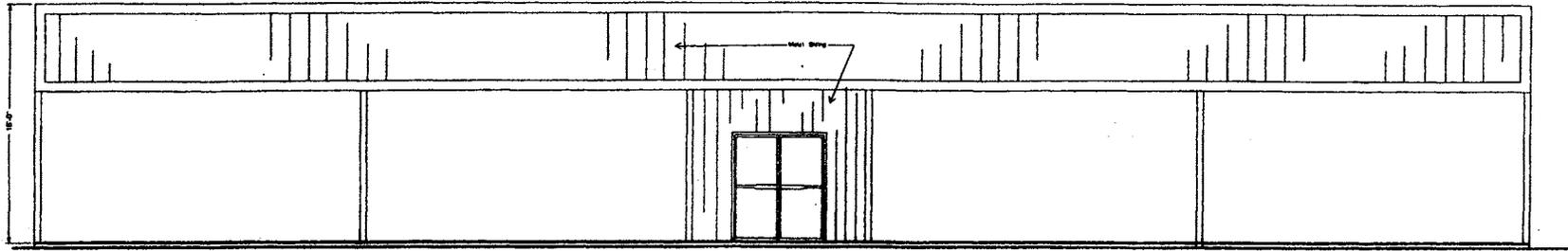
4 Trees Shrub



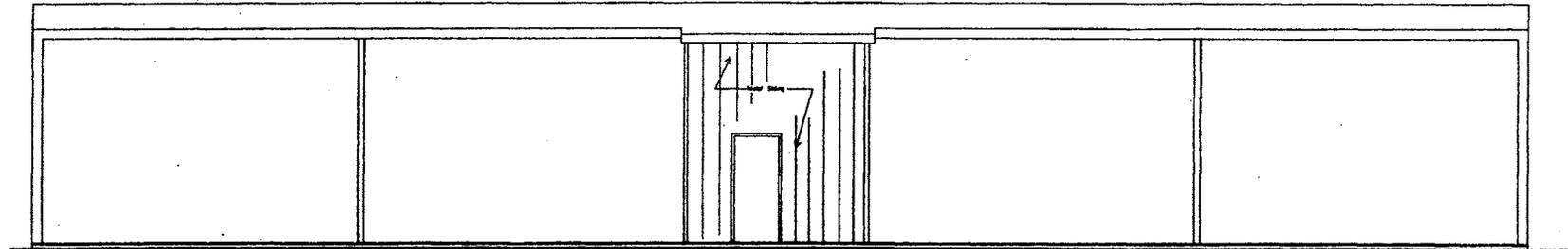
LYON STREET

SITE PLAN

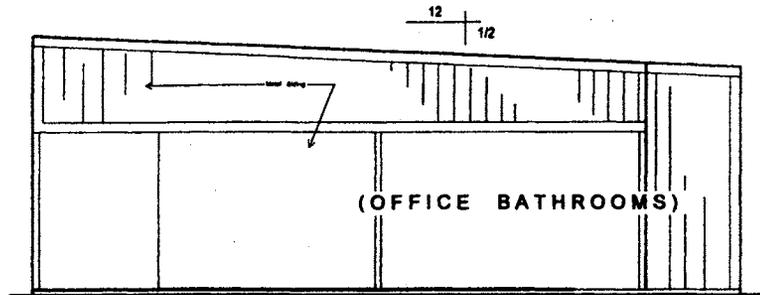
SC.: 1" = 20'0"



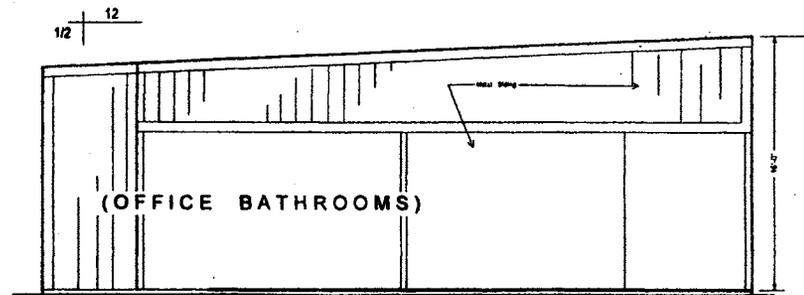
FRONT VIEW 1/8" = 1'-0"



BACK VIEW



EAST VIEW



WEST VIEW

1/8" = 1'-0"

MURILLO TIRE SHOP - LYON

Exhibit "B"

2901 & 2903 Springfield Avenue
ZC-66-09



COUNCIL COMMUNICATION

Date: 02/01/10	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an Oriental food, liquor, and beer store, and professional offices, on Lot 4, Block 666, Eastern Division, located at 1219 Bustamante Street. Staff supports the application and the Planning and Zoning Commission has recommended approval of the Conditional Use Permit with the addition of the following provision: alcohol sales are prohibited. ZC-64-2009
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Initiated by: Ernesto and Carol Ibarra	Staff source: Keith Selman, Planning Director
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Prior action: None.

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: Oriental food, liquor, and beer store, and professional offices

Site: The site is occupied by a single-family residential structure.

Surrounding land uses: To the north lie single-family residential structures, vacant lots, a restaurant, Asador Los Molcajetes, a coin Laundromat, Little People Day Care Center, apartments, a duplex, a manufactured housing unit, and Rosario’s Beauty Salon. To the east are single-family housing, a manufactured housing unit, and Unicina Fe y Poder Ministries. To the south are P & A Apartments, apartment complexes, Mapus Rentals office, single-family residences, M-G Builders, Bufalo Pawn, Bruni Energy, RM Personnel, INC., a vacant lot, and The Victorian Hut. To the west are single-family houses, Kristelle’s Flower and Gifts Shop, and Centurion Auto Tire and Welding Shop.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Bustamante Street.

Letters sent to surrounding property owners: 25 In Favor: 0 Opposed: 6

STAFF COMMENTS

Issuance of a Conditional Use Permit is appropriate at this location. A general convenience store and liquor store with off-premises consumption both require a B-1 designation which complies with the Comprehensive Plan’s designation for this area as Retail/Office. A B-1 use, according to the Land Development Code, serves a limited geographic area or neighborhood, and this small scale store and the types of uses allowed for offices (professional) adheres to this definition.

(Continued on Next Page)

P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 8 to 0 vote, recommended approval of the Conditional Use Permit.	STAFF RECOMMENDATION: Staff supports the proposed Conditional Use Permit.
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COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to Ernesto and Carol Ibarra, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. Provide parking spaces in compliance with the Laredo Land Development Code.
4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Signage is limited to that which is allowed for a home occupation: a 3 ft. x 4 ft. sign.
6. Banners and window signs are prohibited.
7. Hours of operation shall be from 9:00 AM-9:00 PM.
8. The C.U.P. is valid for two years from the date the certificate of occupancy is issued.
9. Alcohol sales are prohibited.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN ORIENTAL FOOD, LIQUOR, AND BEER STORE, AND PROFESSIONAL OFFICES, ON LOT 4, BLOCK 666, EASTERN DIVISION, LOCATED AT 1219 BUSTAMANTE STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an Oriental food, liquor, and beer store, and professional offices, on Lot 4, Block 666, Eastern Division, located at 1219 Bustamante Street; 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 January 7, 2010; 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 February 1, 2010, 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 Oriental food, liquor, and beer store, and professional offices, on Lot 4, Block 666, Eastern Division, located at 1219 Bustamante Street.

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 Ernesto and Carol Ibarra, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.

3. Provide parking spaces in compliance with the Laredo Land Development Code.
4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Signage is limited to that which is allowed for a home occupation: a 3 ft. x 4 ft. sign.
6. Banners and window signs are prohibited.
7. Hours of operation shall be from 9:00 AM-9:00 PM.
8. The C.U.P. is valid for two years from the date the certificate of occupancy is issued.

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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

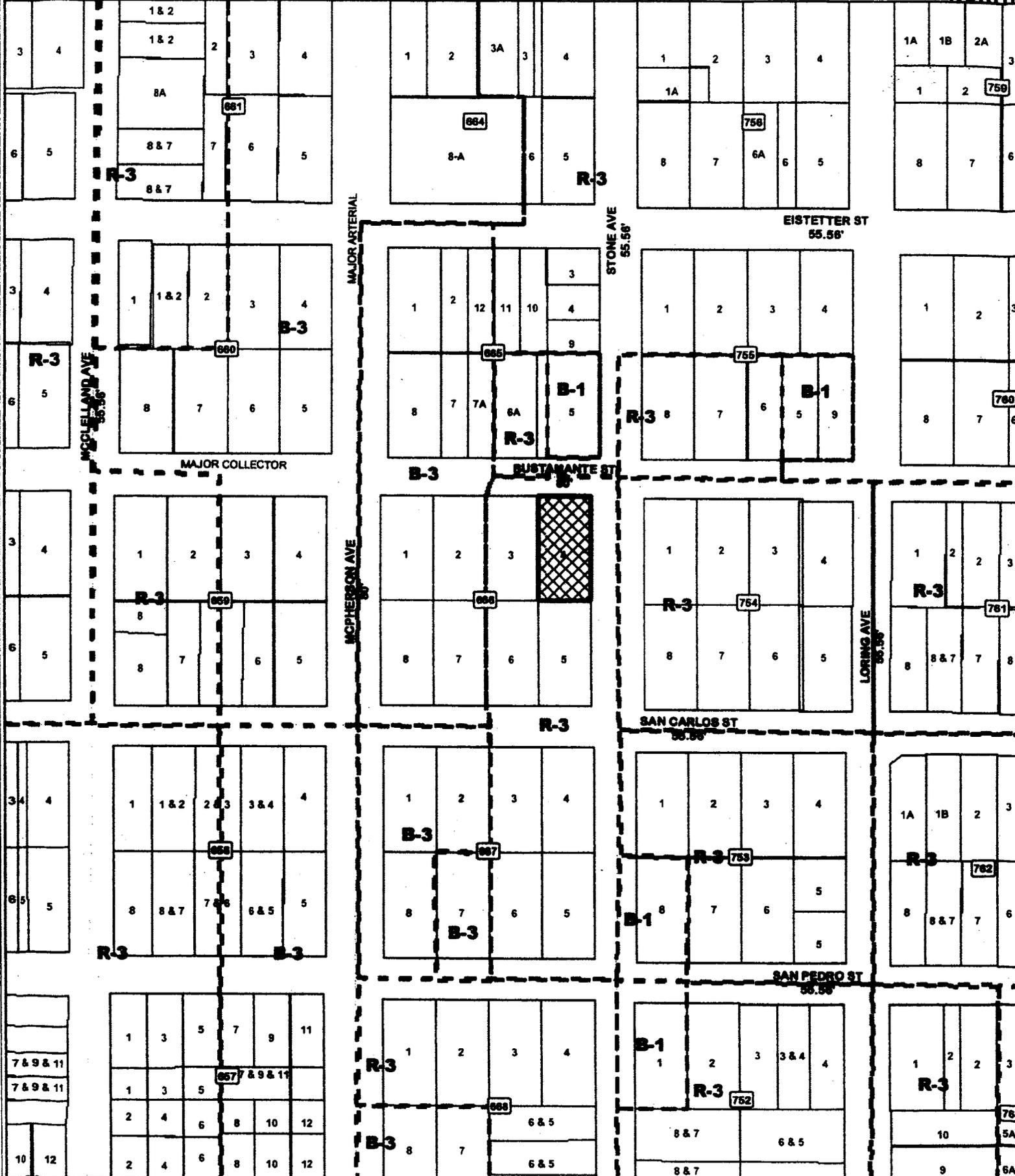
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

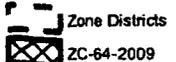
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY



ZC-64-2009



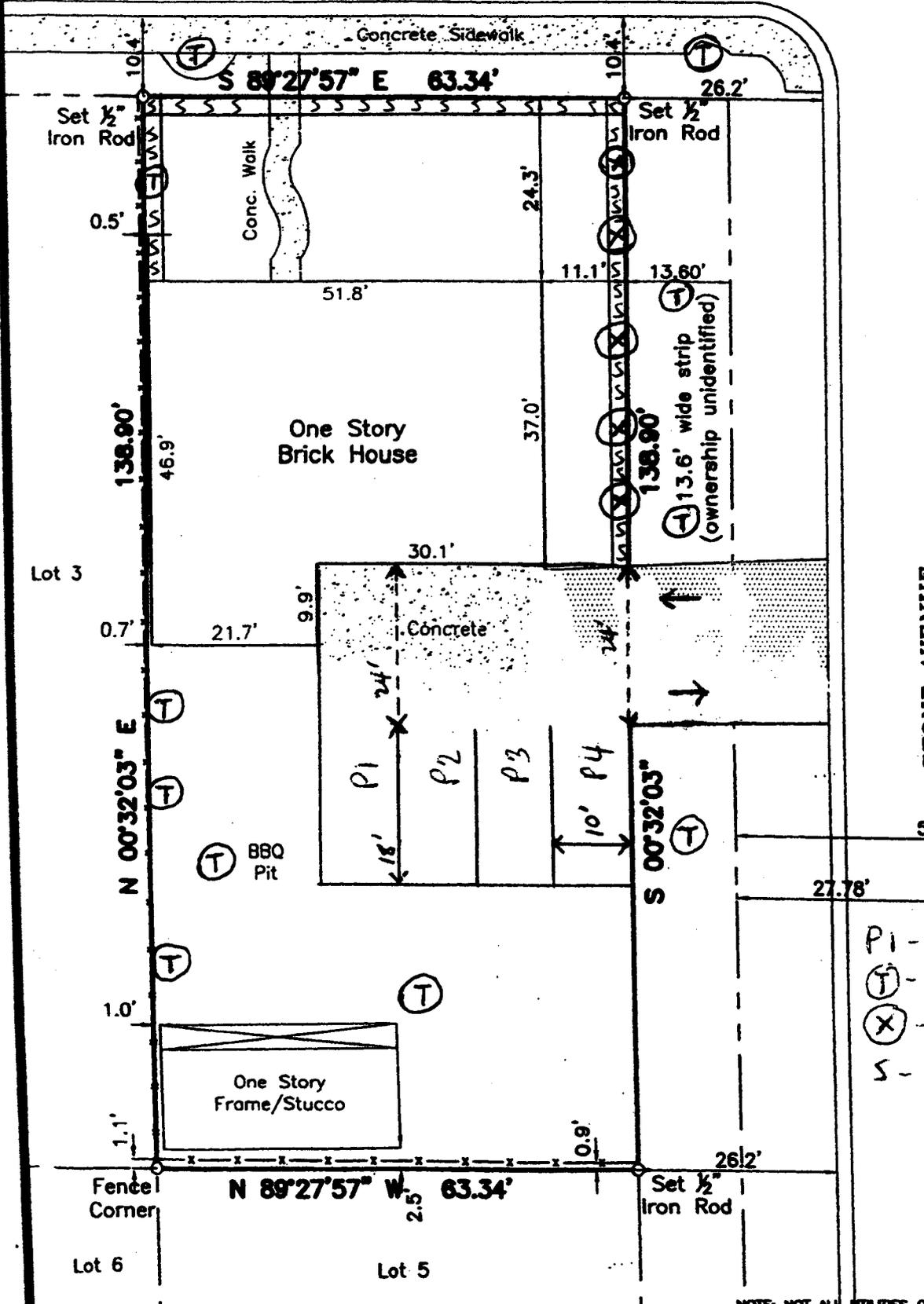
ZONE DISTRICTS



BUSTAMANTE STREET
(55.56' R.O.W. ~ 31' B/B)

REVISED SITE PLAN

1219 BUSTAMANTE STREET
LOT 4 BLOCK 666
EASTERN SUBDIVISION



SCALE: 1"=20'

STONE AVENUE
(55.56' R.O.W. ~ 31' B/B)

LEGEND:

- P1 - PARKING SPACE
- T - EXISTING TREE
- X - ADDITIONAL TREES
- S - SHRUBS

NOTE: NOT ALL UTILITIES OR EASEMENTS SHOWN HEREON.

BASIS OF BEARINGS:

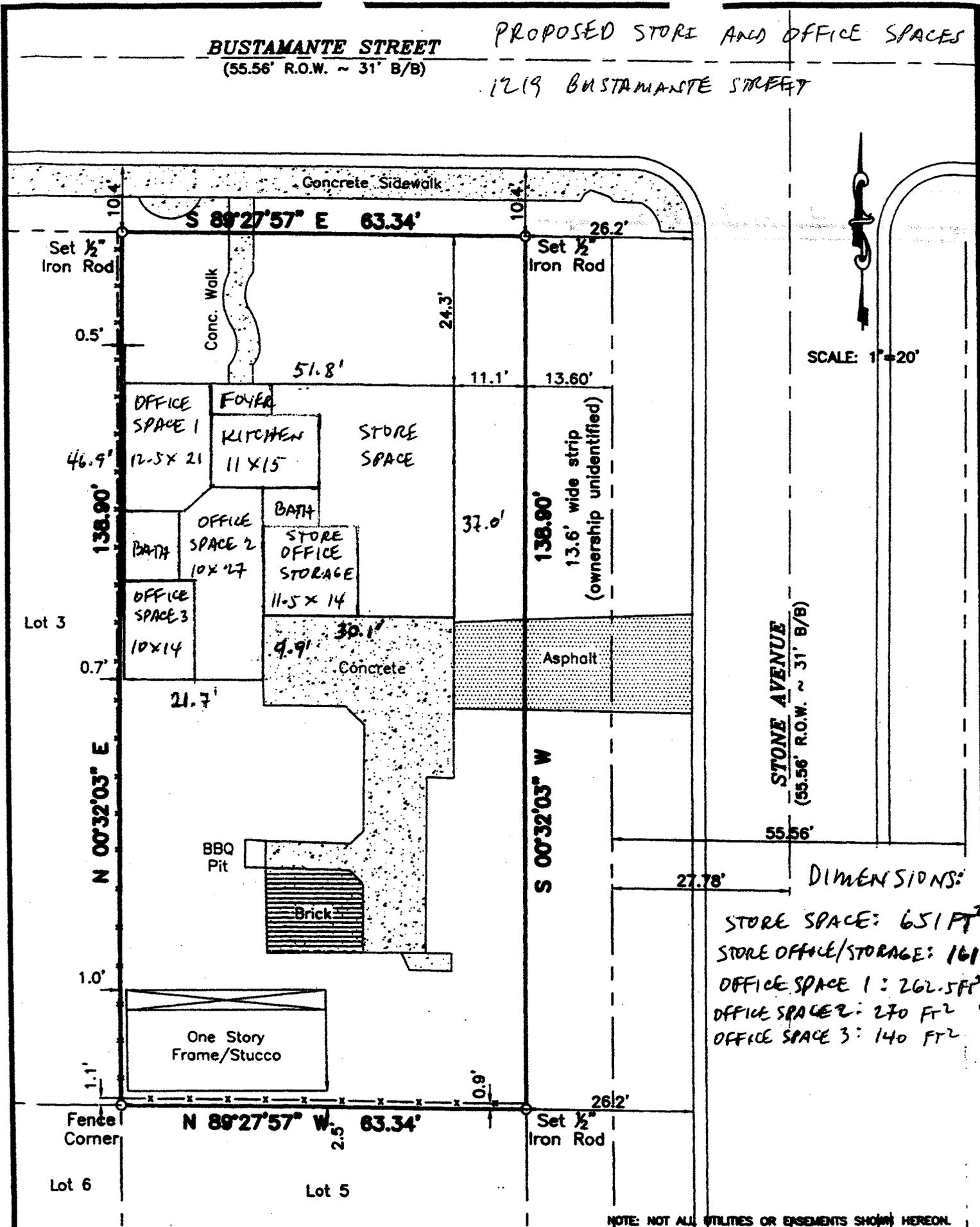
A PK NAIL FOUND AT THE CENTERLINE INTERSECTION OF SAN CARLOS STREET AND STONE AVENUE, AND A PK NAIL FOUND AT THE CENTERLINE INTERSECTION OF BUSTAMANTE STREET AND STONE AVENUE.

Exhibit "A"

BUSTAMANTE STREET
(55.56' R.O.W. ~ 31' B/B)

PROPOSED STORE AND OFFICE SPACES

1219 BUSTAMANTE STREET



SCALE: 1"=20'

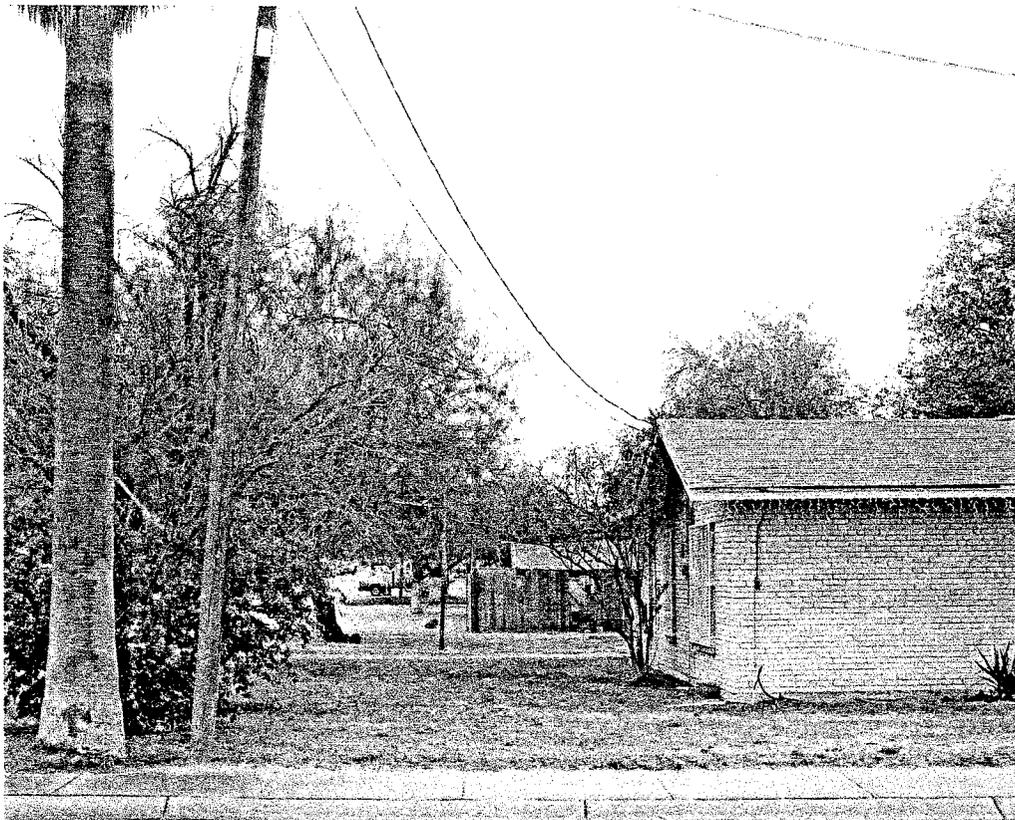
DIMENSIONS:
 STORE SPACE: 651 FT²
 STORE OFFICE/STORAGE: 161 FT²
 OFFICE SPACE 1: 262.5 FT²
 OFFICE SPACE 2: 270 FT²
 OFFICE SPACE 3: 140 FT²

NOTE: NOT ALL UTILITIES OR EASEMENTS SHOWN HEREON.

Exhibit "A"

BASIS OF BEARINGS:
 A PK NAIL FOUND AT THE CENTERLINE INTERSECTION OF SAN CARLOS STREET AND STONE AVENUE, AND A PK NAIL FOUND AT THE CENTERLINE INTERSECTION OF BUSTAMANTE STREET AND STONE AVENUE

1219 Bustamante Street
ZC-64-09



1219 Bustamante Street
ZC-64-09



1219 Bustamante Street
ZC-64-09



COUNCIL COMMUNICATION

Date: 02/01/10	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5, 6, and 7, Block 1, San Isidro Business Park, located at 402, 406, and 410 Crossroads Street, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District). Staff supports the application and the Planning and Zoning Commission has recommended approval of the zone change.
ZC-65-2009	
Initiated by: Redline Architecture N.M. Edificios, L.L.C.	Staff source: Keith Selman, Planning Director
Prior action: None.	
BACKGROUND <p>Council District: VI – Gene Belmares</p> <p>Proposed use: Industrial</p> <p>Site: The site is vacant.</p> <p>Surrounding land uses: To the north are warehouses for lease and Alterri Distribution Center. To the east, south and west are vacant land.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Warehouse/Light Industrial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Crossroads Street.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>	
STAFF COMMENTS <p>Staff supports the proposed zone change. An M-1 designation is in conformance with the Comprehensive Plan’s designation for this area as Warehouse/Light Industrial.</p>	
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff supports the proposed zone change.

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, the established land use north of the site is industrial in nature.

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

No, there are M-1 districts to the north of the site.

Will change adversely influence living conditions in the neighborhood?

There are no residential areas within the vicinity.

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

Yes, the current zoning does not allow for industrial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5, 6, AND 7, BLOCK 1, SAN ISIDRO BUSINESS PARK, LOCATED AT 402, 406, AND 410 CROSSROADS STREET, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 5, 6, and 7, Block 1, San Isidro Business Park, located at 402, 406, and 410 Crossroads Street, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 17, 2010, 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 February 1, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 5, 6, and 7, Block 1, San Isidro Business Park, located at 402, 406, and 410 Crossroads Street, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

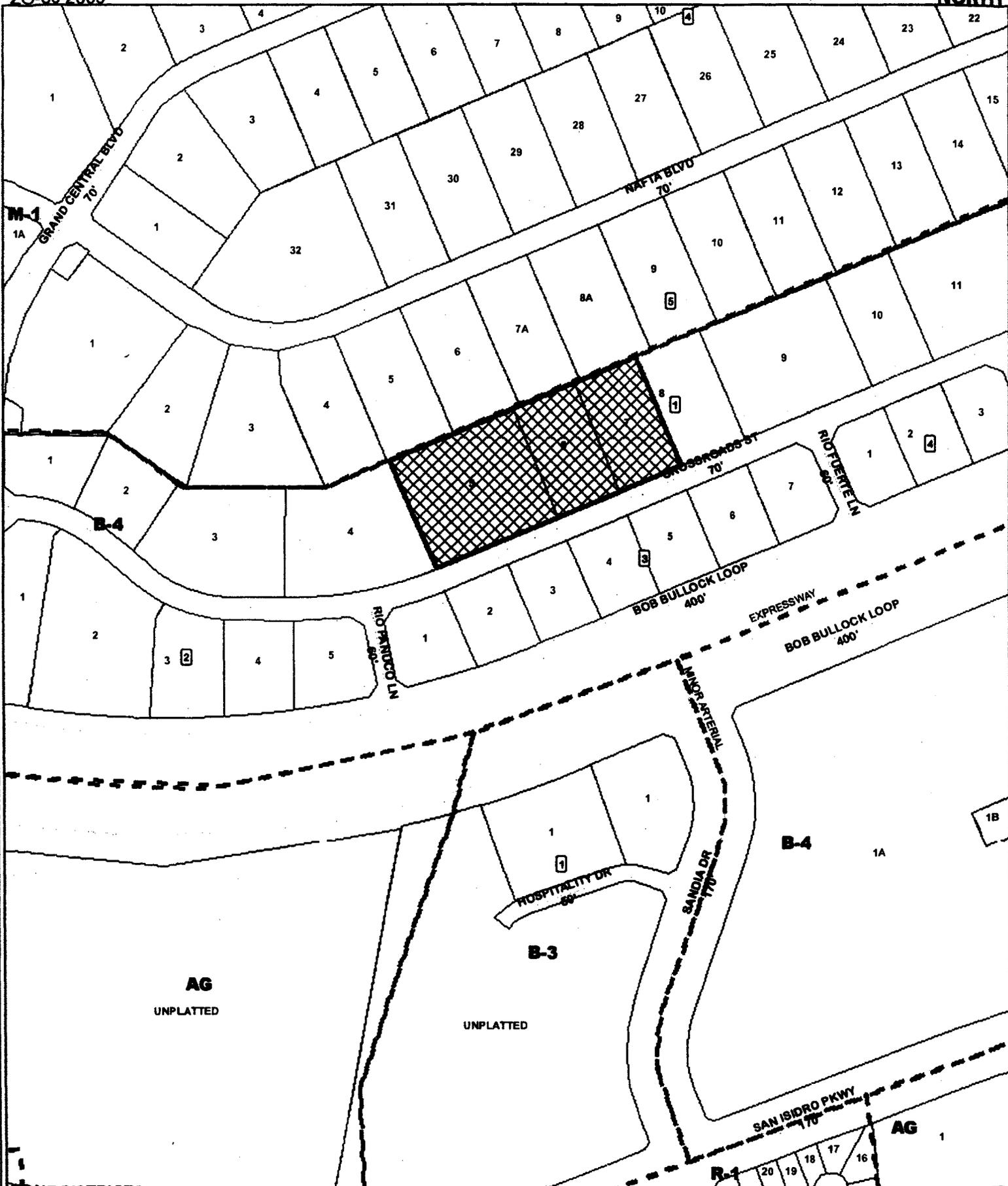
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

Rezoning from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



ZC-65-2009



ZONE DISTRICTS

- Zone Districts
- ZC-65-2009

1 inch equals 371 feet
City of Laredo
GIS Division

402, 406, 410 Crossroads Street
ZC-65-09



402, 406, 410 Crossroads Street
ZC-65-09



COUNCIL COMMUNICATION

Date: 02/01/10	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .72 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Pico Road, from AG (Agricultural District) to B-3 (Community Business District). Staff supports the zone change and the Planning and Zoning Commission has recommended approval of the zone change.
ZC-67-2009	
Initiated by: Daniel Gomez Jannet Moreno	Staff source: Keith Selman, Planning Director
Prior action: None.	
BACKGROUND <p>Council District: VII – Jose A. Valdez, Jr.</p> <p>Proposed use: Commercial</p> <p>Site: The site is occupied by a single-family residential structure.</p> <p>Surrounding land uses: To the north lie a pump station and vacant land. To the east lies F.M. 1472. To the south are single-family housing, a commercial parking lot, Pico Road and vacant land. To the west are the city limits of Laredo.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Medium Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1472 as an Expressway and does not identify Pico Road.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>	
STAFF COMMENTS <p>Staff supports the proposed zone change. Although a B-3 district would be inconsistent with the Comprehensive Plan's designation for this area as Medium Density Residential, the site meets the location criteria for a Community Business District (B-3).</p>	
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff supports the proposed zone change.

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?

Although the immediate surrounding land use pattern is single-family residential, this area of F.M. 1472 is industrial in nature.

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

No, there are more intense industrial zoning districts east, south and west of the site.

Will change adversely influence living conditions in the neighborhood?

The proposed B-3 district may negatively impact the existing single-family residential houses in the immediate area.

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

Yes, the current zoning allows for agricultural uses only.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING .72 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A," LOCATED WEST OF F.M. 1472 AND NORTH OF PICO ROAD, FROM AG (AGRICULTURAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of .72 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Pico Road, from AG (Agricultural District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 21, 2010, 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 February 1, 2010, 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 .72 acres, as further described by metes and bounds in attached Exhibit "A," located west of F.M. 1472 and north of Pico Road, from AG (Agricultural District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

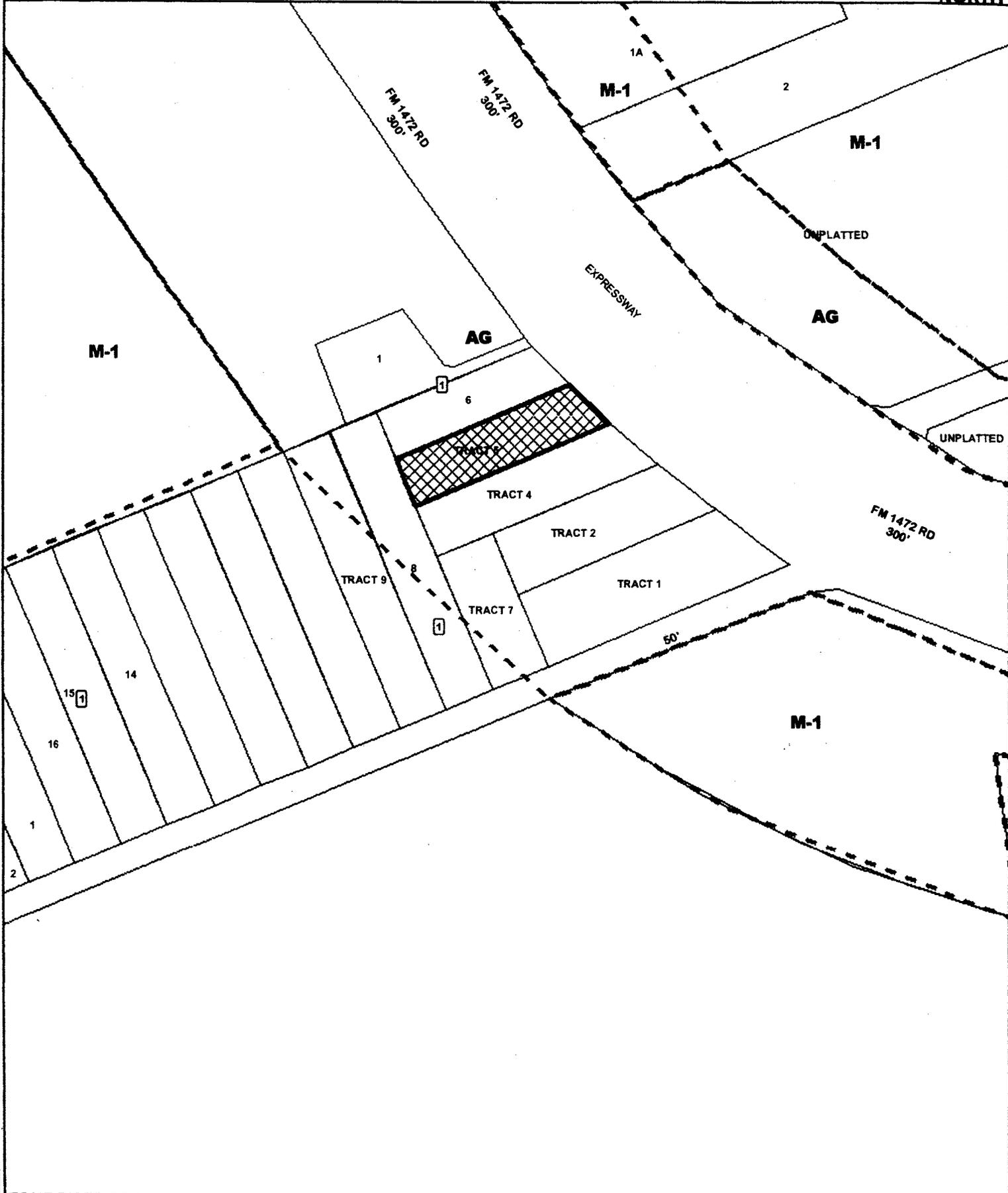
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

Rezone from AG (Agricultural District) to B-3 (Community Business District)

ZC-67-2009



ZONE DISTRICTS

-  Zone Districts
-  ZC-67-2009

1 inch equals 225 feet
City of Laredo
GIS Division

A tract of land containing 0.7197 acres, being the entire 0.7207 acre Tract 5 of Los Corralitos Acres as conveyed to Janet Moreno, per vol. 1221, pages 373-374, Real Property Records of Webb County, Texas; being situated in Porcion 14, Abstract 56, Jose Guajardo - Original Grantee and also being within the City of Laredo, Webb County, Texas. Said 0.7197 acre tract land being more particularly described as follows:

COMMENCING at a found iron rod adjacent to an existing fence corner being the northeast corner of a 30.224 acre tract of land as described in vol. 566, p. 12-14, Deed Records of Webb County, Texas; same corner being the northeast corner of a Lot 6, Blk 1, Los Corralitos Subd. Plat, vol. 25, p. 83-85, Plat Records of Webb County, Texas; THENCE, S44°21'16"E, a distance of 95.11', along the west right-of-way line of FM 1472 Mines Road (300' TxDOT R-O-W), to a fence corner post being the southeast corner of said Lot 6, Blk 1, Los Corralitos Subd. Plat, for the POINT OF BEGINNING and the most northerly corner hereof;

THENCE, S44°21'16"E, a distance of 5.12 feet, continuing along said west r-o-w line of FM 1472, same being the east line hereof, to a set iron rod for a deflection left;

THENCE, S47°37'33"E, a distance of 92.13 feet, continuing along said west r-o-w line of FM 1472, same being the east line hereof, to a set iron rod for the most easterly corner hereof;

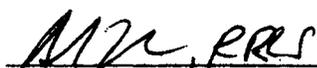
THENCE, S67°12'36"W, a distance of 375.22 feet, along the north line of a Tract 4 of Los Corralitos Acres per v. 578, p. 116-118, DRWCT, same being the south line hereof, to a set iron rod for the most southerly corner hereof;

THENCE, N22°47'24"W, a distance of 88.37 feet, along the east line of a Lot 8, Blk 1, of mentioned Los Corralitos Subd. Plat, same being the west line hereof, to a set iron rod for the most westerly corner hereof;

THENCE, N67°12'36"E, a distance of 334.64 feet, along the south line of said Lot 6, Blk 1, Los Corralitos Subd. Plat, same being the north line hereof, to the POINT OF BEGINNING of this 0.7197 acre tract of land, more or less.

- Notes: 1. No Full Title Search provided, there may be certain easements and/or conveyances that may not appear on this survey.
2. Basis of Bearings taken from the recorded subdivision plat of Los Corralitos Subd.
3. This Metes & Bounds Description accompany the survey sketch prepared by same, dated same.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the corner monuments described were either found or placed under my supervision. This the 17-Nov-2009,


Alfredo T. Guerra, RPLS #5702

GUERRA ENGINEERING & SURVEYING CO., LAREDO, TX

C:\MyFiles\Surveys\M&B-LosCorralitos_Tract 5_Daniel Gomez Engr.wpd

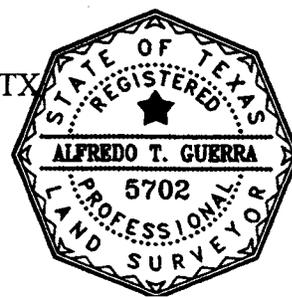


Exhibit "A"

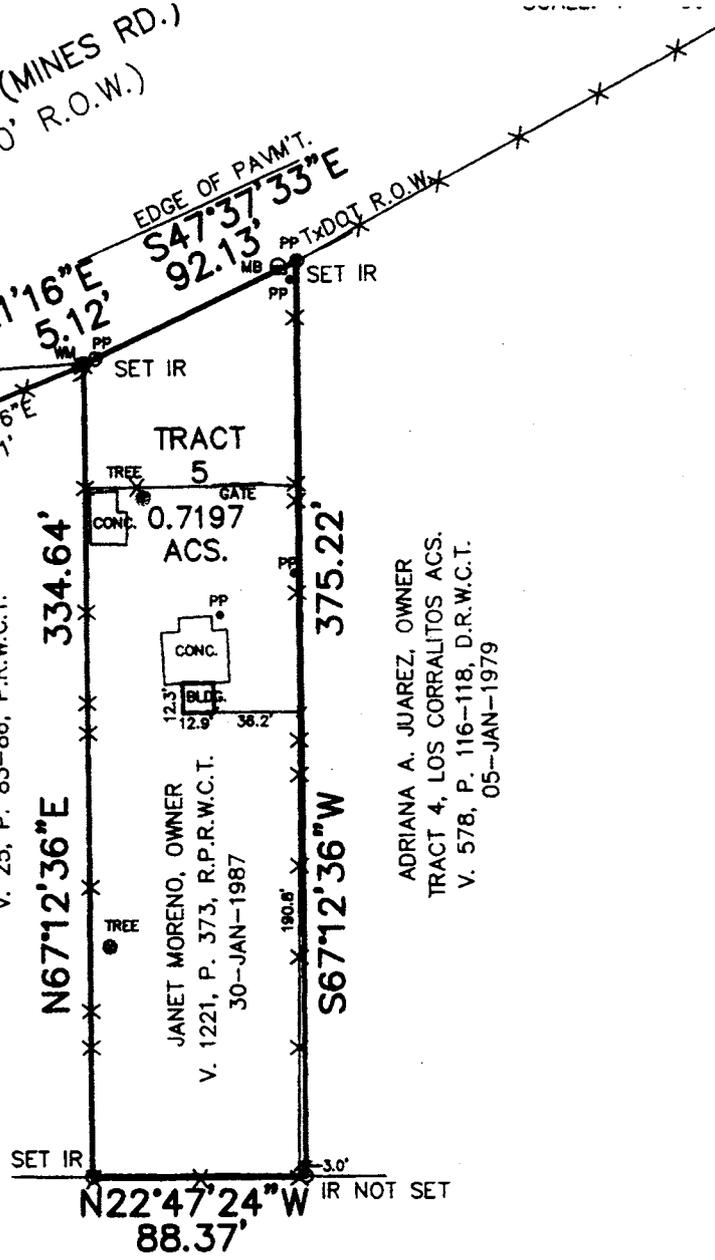
P.O.B.
FENCE COR.
0.7197 AC.
TRACT 5

REF. PT.
FND. IRON ROD
BEING N/E COR.
OF LOT 6, BLK 1,
LOS CORRALITOS SUBD.
V. 25, P. 83-86,
P.R.W.C.T.

ABSTRACT 56, JOSE GUAJARDO - O.G.

P
D
R
C
I
D

LOT 6, BLK 1
LOS CORRALITOS SUBD. PLAT
V. 25, P. 83-86, P.R.W.C.T.



LOT 8, BLK 1
LOS CORRALITOS SUBD. PLAT
V. 25, P. 83-86, P.R.W.C.T.

ADRIANA A. JUAREZ, OWNER
TRACT 4, LOS CORRALITOS ACS.
V. 578, P. 116-118, D.R.W.C.T.
05-JAN-1979

NOTES:

1. NO TITLE SEARCH PROVIDED, THERE MAY BE CERTAIN EASEMENTS AND OR CONVEYANCES THAT MAY NOT APPEAR ON THIS SURVEY.
2. BASIS OF BEARINGS TAKEN FROM RECORDED PLAT, V. 25, P. 83-86, P.R.W.C.T.
3. THIS SURVEY SKETCH ACCOMPANIES A METES & BOUNDS DESC. PREPARED BY AND DATED SAME.

GUERRA ENGINEERING & SURVEYING CO.

LAREDO, TX., 78041
956-718-2600
ENGR. FIRM NO. 9484
SURV. FIRM NO. 100173-00

TOPOGRAPHIC SURVEY OF TRACT 5, LOS CORRALITOS ACRES, PER INSTRUMENT RECORDED ON 30-JAN-1987 AND IN V. 1221, P. 373-374, REAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS; SAID TRACT BEING SITUATED IN PORCION 14, ABSTRACT 56, JOSE GUAJARDO ~ ORIGINAL GRANTEE

Exhibit "A" (cont.)

.72 acres/West of F.M. 1472 & North of Pico Road
ZC-67-09



.72 acres/West of F.M. 1472 & North of Pico Road
ZC-67-09



COUNCIL COMMUNICATION

DATE: February 1, 2010	SUBJECT: INTRODUCTORY ORDINANCE Amending City of Laredo Ordinance No. 96-186 to provide an exception for Laredo Convention & Visitors Bureau Advisory Committee members to allow for excused absences.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Blasita J. Lopez Laredo Convention & Visitors Bureau Acting Director
PREVIOUS COUNCIL ACTION: In October 1996, City Council authorized the establishment and creation of the City of Laredo Convention & Visitors Bureau Advisory Board through Ordinance No. 96-0-186 which includes attendance criteria. In October 2006, City Council authorized an amendment to Sec. 2-227. Meetings. f., which allowed for absences to be excused by the Committee. In June 2007, City Council authorized an amendment to define accumulated absences as a "calendar year" vs. "twelve month period".	
BACKGROUND: The June 2007 amendment failed to reference the text that was amended as authorized by City Council in October 2006. Amendment to the ordinance would read as follows: Sec. 2-227. Meetings. f. Attendance at regular and specially called meetings of the Convention & Visitors Bureau <u>committee advisory meetings [board]</u> is mandatory. Any member <u>with who is absent for four (4) unexcused absences regularly scheduled meetings</u> in a calendar year, beginning each January and ending each December, whether excused or unexcused, avoidable or unavoidable , shall automatically forfeit his or her term of office, and the city council shall appoint a new member to complete his or her unexpired term of office. <u>Any member who knows in advance that he or she will be unable to attend a meeting shall so notify the chairperson at the earliest possible time of the reason or the absence. The committee shall determine the reasonableness and acceptability of any absence, and shall excuse any absence it considers unavoidable or reasonable.</u>	
FINANCIAL IMPACT: Acceptance of this proposal does not incur any cost to the City of Laredo.	
COMMITTEE RECOMMENDATION: Motion on July 2006 to approve an amendment to allow for excused absences by Committee vote was carried.	STAFF RECOMMENDATION: Staff recommends that Council approve this amendment to the Ordinance.

ORDINANCE No.

AMENDING THE CODE OF ORDINANCE OF THE CITY OF LAREDO, CHAPTER 2, ARTICLE V. BOARDS, COMMISSIONS, COUNCILS, ETC., DIVISION 4. CONVENTION & VISITORS BUREAU ADVISORY BOARD, SEC. 2-227. MEETINGS, BY AMENDING SECTION F.

WHEREAS, on October 1996, City Council authorized the establishment and creation of the City of Laredo Convention & Visitors Bureau Advisory Board;

WHEREAS, on July 5, 2006, the City of Laredo Convention & Visitors Bureau Advisory Committee approved a motion proposing an amendment which would allow for excused absences by committee vote; and

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

Section 1: Amendment.

1. Chapter 2, Article V, Division 4, Section 2-227 of the Code of Ordinances be and is hereby amended to read as follows:

(f) Attendance at regular and specially called meetings of the Convention & Visitors Bureau committee advisory meetings [~~board~~] is mandatory. Any member with who is absent for four (4) unexcused absences regularly ~~scheduled meetings~~ in a calendar year, beginning each January and ending each December, ~~whether excused or unexcused, avoidable or unavoidable~~, shall automatically forfeit his or her term of office, and the city council shall appoint a new member to complete his or her unexpired term of office. Any member who knows in advance that he or she will be unable to attend a meeting shall so notify the chairperson at the earliest possible time of the reason or the absence. The committee shall determine the reasonableness and acceptability of any absence, and shall excuse any absence it considers unavoidable or reasonable.

Section 3: Effective Date. This Ordinance shall become effective the day of this City Council meeting upon approval.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS _____ DAY OF _____, 2010.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

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

**Kristina L. Hale
ASSISTANT CITY ATTORNEY II**

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: INTRODUCTORY ORDINANCE DESIGNATING AS A ONE-WAY WESTBOUND THE 2400 AND 2500 BLOCKS OF E. ELM STREET, BETWEEN N. MARTIN AVENUE AND N. TEXAS AVENUE, AS A ONE-WAY SOUTHBOUND THE 3300 AND 3400 BLOCK OF N TEXAS AVE., BETWEEN E. MONTGOMERY STREET AND E. ELM STREET, AND AS A ONE-WAY NORTHBOUND THE 3300 AND 3400 BLOCK OF N. MARTIN AVENUE, BETWEEN E. MONTGOMERY STREET AND E. ELM STREET, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 3:30 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: The C. L. Milton Elementary School Student Safety/ Crisis Management supervisor (Victor G. Mora) forwarded a request to the City of Laredo to evaluate school operation traffic flow around the school campus with consideration to one-way operation along the school. Funding for the project will be obtained from the Street Signs Operating Budget. Traffic Safety Staff met with school principal and conducted on site observations during peak period of the traffic circulation around campus. The effective hours for the one-way operation will be between 7:30 to 8:30 a.m., and from 2:30 to 3:30 p.m., Monday thru Friday, during school days. This item was presented to the Transportation and Traffic Safety Advisory Committee on January 13, 2010 and recommended in favor of the proposed one way designations. See attached copy of proposed school circulation	
FINANCIAL IMPACT: Funding for the project will be obtained from the Street Signs Operating Budget. Acct. 101-2614-522-3040	
COMMITTEE RECOMMENDATION: Transportation & Traffic Safety Advisory Committee recommended approval.	STAFF RECOMMENDATION: Staff recommends introduction of this ordinance.

INTRODUCTORY ORDINANCE 2010-O-

DESIGNATING AS A ONE-WAY WESTBOUND THE 2400 AND 2500 BLOCK OF E. ELM STREET, BETWEEN N. MARTIN AVENUE AND N. TEXAS AVENUE, AS A ONE-WAY SOUTHBOUND THE 3300 AND 3400 BLOCK OF N. TEXAS AVE., BETWEEN E. MONTGOMERY STREET AND E. ELM STREET, AND AS A ONE-WAY NORTHBOUND THE 3300 AND 3400 BLOCK OF N. MARTIN AVENUE, BETWEEN E. MONTGOMERY STREET AND E. ELM STREET, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 3:30 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, City Traffic Safety Staff evaluated the school's traffic operation; with the intent of having designated the roadways on the 2400 and 2500 block of East Elm Street, between N. Martin Avenue and N. Texas Avenue, as a one-way southbound the 3300 and 3400 block of N. Texas Avenue between E. Montgomery street and E. Elm Street, and as a one-way northbound the 3300 and 3400 block of N. Martin Avenue, between E. Montgomery Street and E. Elm Street, during school peak periods of operation in order to safely load and unload school children; and

WHEREAS, the Traffic Safety Department, after proper analysis, has determined that the interest and safety of the children of C.L. Milton Elementary School will be improved by a change in the traffic designations respectively; and

WHEREAS, the City Council of the City of Laredo has determined that the safety of the student will be improved by these one-way direction designations;

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

SECTION 1: 2400 and 2500 block of E. Elm Street between N. Martin Avenue and N. Texas Avenue, as a one-way southbound the 3300 and 3400 block of North Texas between E. Montgomery Street and E. Elm Street, and as a one-way northbound the 3300 northbound & 3400 block of N. Martin Avenue between E. Montgomery Street and E. Elm Street, to be in effect only during the peak school hours of 7:30 a.m. to 8:30 a.m., and 2:30 p.m. to 3:30 p.m., Monday thru Friday; and is hereby designated as a on a permanent basis.

SECTION 2: The installation and erection of appropriate signs giving notice thereof be and is hereby approved and authorized; and

SECTION 3: The City Manager, the Traffic Safety Manager, and the Chief of Police are hereby authorized to take the necessary steps to carry out this ordinance; and

SECTION 4: This ordinance shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY _____, 2010.

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

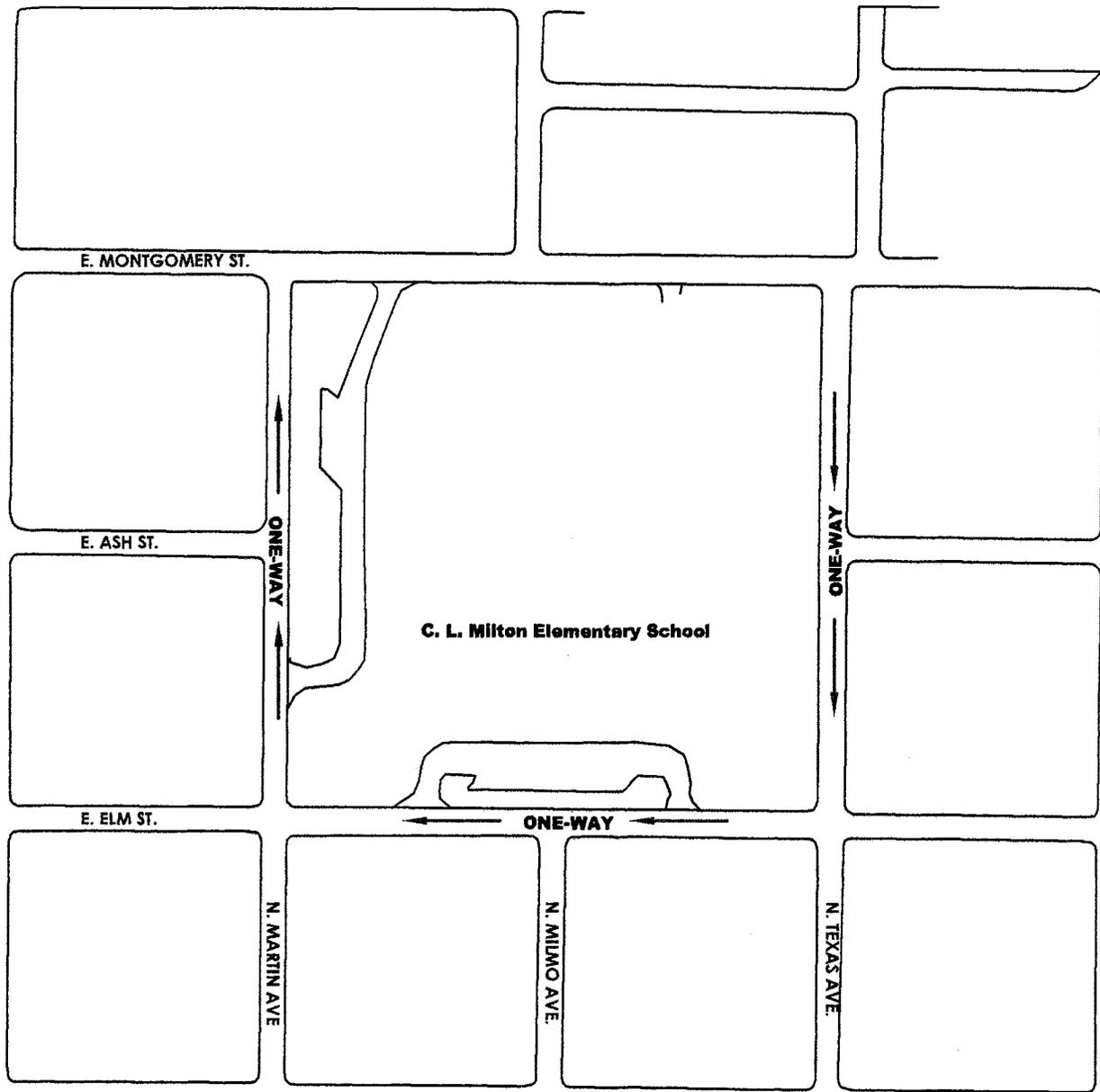
RAUL G. SALINAS
MAYOR

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: 
KRISTINA L. HALE
ASST. CITY ATTORNEY



Scale: 1"=150'



DESIGNED BY	DATE	BY	DATE
DRAWN BY	DATE	CHECKED BY	DATE
IN CHARGE	DATE	APPROVED BY	DATE

CITY OF LAREDO
TRAFFIC DEPARTMENT
2800 SAUNDERS, LAREDO TEXAS 78041, (956)795-2550

C. L. Milton Elementary School
ONE-WAY CIRCULATION

COUNCIL COMMUNICATION

DATE: 02-01-2010	SUBJECT: FINAL READING OF ORDINANCE 2009-O-230 Authorizing the City Manager to execute a lease assignment from Josefa Lago de Sarabia, as Lessee, of that lease agreement approved by Ordinance No. 91-O-266 and as amended by Ordinance No. 2000-O-210 and Ordinance No. 2005-O-138 for Hangar No. 162 consisting of approximately 13,114 square feet and situated on an approximate 42,038 square foot tract located at the Laredo International Airport to Altair Aviation, LLC., as assignee. The current monthly rental is \$4,407.14 and annually adjusted by changes in CPI, providing for effective date.
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager
PREVIOUS ACTION: Final Reading tabled on December 21, 2009.	
BACKGROUND: The Sarabia family, a tenant in good standing, has leased Hangar No. 162 since December of 1991. They have met all lease obligations. The subject lease agreement terminates on September 30, 2014. Altair, LLC on January 2009 acquired FBO Elite Aviation, Inc. Altair, LLC is based out of Laredo and its primary business is aviation related services.	
FINANCIAL: Current monthly rent obligation is \$4,407.14 or \$0.336 per square foot per month.	
COMMITTEE RECOMMENDATION: On November 2, 2009, the Airport Advisory Committee unanimously recommended approval of the proposed assignment. On November 9, 2009 the Council's Operations Committee tabled this item.	STAFF RECOMMENDATION: That this ordinance be approved.

ORDINANCE NO. 2009-O-230

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE ASSIGNMENT FROM JOSEFA LAGO DE SARABIA, AS LESSEE, OF THAT LEASE AGREEMENT APPROVED BY ORDINANCE NO. 91-O-266 AND AS AMENDED BY ORDINANCE NO. 2000-O-210 AND ORDINANCE NO. 2005-O-138 FOR HANGAR NO. 162 CONSISTING OF APPROXIMATELY 13,114 SQUARE FEET AND SITUATED ON AN APPROXIMATE 42,038 SQUARE FOOT TRACT LOCATED AT THE LAREDO INTERNATIONAL AIRPORT TO ALTAIR AVIATION, LLC., AS ASSIGNEE. THE CURRENT MONTHLY RENTAL IS \$4,407.14 AND ANNUALLY ADJUSTED BY CHANGES IN CPI, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve Lessor's Consent to an assignment of that Lease Agreement approved by Ordinance No. 91-O-266 and as amended by Ordinance No. 2000-O-210 and Ordinance No. 2005-O-138 between City of Laredo, as Lessor, and Josefa Lago De Sarabia, as Lessee, for Hangar 162 consisting of approximate 13,114 square feet and situated on an approximate 42,038 square foot tract in Hangar 162 at the Laredo International Airport to Altair Aviation, LLC. in furtherance of the development of the Laredo International Airport;

WHEREAS, the Airport Advisory Committee finds that said assignment is in the best interest of the Airport and recommends that the City Council approve the proposed assignment; 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 hereby authorized to execute Lessor's Consent to an assignment of that Lease Agreement approved by Ordinance No. 91-O-266 and as amended by Ordinance No. 2000-O-210 and Ordinance No. 2005-O-138 between City of Laredo, as Lessor, and Josefa Lago De Sarabia, as Lessee, for Hangar 162 consisting of approximate 13,114 square feet and situated on an approximate 42,038 square foot tract in Hangar 162 at the Laredo International Airport to Altair Aviation, LLC. All terms and conditions of the original lease agreement will remain the same and in effect, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

LESSOR'S CONSENT TO AN ASSIGNMENT OF LEASE FROM JOSEFA LAGO DE SARABIA, TO ALTAIR AVIATION, LLC; HANGAR 162 CONSISTING OF 13,114 SQUARE FEET AND SITUATED ON AN APPROXIMATE 42,038 SQUARE FOOT TRACT IN HANGAR 162

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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-010 Authorizing the issuance of \$2,300,000 in aggregate principal amount of City Of Laredo, Texas Combination Tax And Airport Revenue Certificates Of Obligation, Series 2010B, for paying all or a portion of the city's contractual obligations incurred for the purpose of constructing and equipping a federal inspection station at the city's municipal airport and for the payment of legal, fiscal, and engineering fees in connection with such projects; authorizing the execution of an investment letter, making provisions for the security thereof; authorizing amendment to the city's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject.
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Noel Valdez, McCall Parkhurst & Horton Horacio A. De Leon, Jr., Assistant City Manager Rosario Camarillo-Cabello, Finance Director
PREVIOUS COUNCIL ACTION: City Council approved Resolutions 2009-R-135 and 2009-R-136 on November 16, 2009 authorizing the publication of notice of intention to issue Combination Tax and Revenue Certificate of Obligations. A Plan of Finance was presented by Adrian Galvan of the firm of Estrada-Hinojosa & Company, Financial Consultants, on November 16, 2009. Public Hearing and Introduction of Ordinance held on January 4, 2010.	
BACKGROUND: The City of Laredo is proposing to sell a various bond including this Combination Tax and Airport Revenue Certificate of Obligations, Series 2010B in the estimated amount of \$2,300,000; and the issues already sold on December 21, 2009 which includes an Airport Revenue Refunding Bond in the amount of \$2,070,000; and a Public Property Finance Contractual Obligation in the approximately amount of \$5,080,000 and Certificate of Obligation, Series 2010A in the amount of \$4,095,000.00.	
FINANCIAL IMPACT: The principal and interest amount of the bonds will be determined at the time of the sale. The City's Budget will be amended accordingly.	
RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends that the final reading be conducted and ordinance enacted.

Section 2. DESIGNATION OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to this Ordinance shall be designated: "CITY OF LAREDO, TEXAS COMBINATION TAX AND AIRPORT REVENUE CERTIFICATE OF OBLIGATION, SERIES 2010B", and initially there shall be issued, sold, and delivered hereunder a single fully registered certificate of obligation, without interest coupons, payable in installments of principal (the "Initial Certificate of Obligation"), but the Initial Certificate of Obligation may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Certificates of Obligation" as used in this Ordinance shall mean and include collectively the Initial Certificate of Obligation and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL CERTIFICATE OF OBLIGATION. (a) The Initial Certificate of Obligation is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Certificate of Obligation, without interest coupons, dated January 15, 2010, in the denomination and aggregate principal amount of \$2,300,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: _____, or to the registered assignee or assignees of said Certificate of Obligation or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Certificate of Obligation to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

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

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

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

FORM OF INITIAL CERTIFICATE OF OBLIGATION

NO. R-1

\$2,300,000

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
COMBINATION TAX AND AIRPORT REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2010B**

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

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

TWO MILLION THREE HUNDRED THOUSAND DOLLARS

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

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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and to pay interest, from the date of this Initial Certificate of Obligation, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rate of _____%, with said interest being payable on August 15, 2010, and semiannually on each February 15 and August 15 thereafter while this Certificate of Obligation or any portion hereof is outstanding and unpaid.

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

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

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

THIS CERTIFICATE OF OBLIGATION has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$2,300,000, for paying all or a portion of the City's contractual obligations incurred for the purpose of constructing and equipping a federal inspection station at the City's Municipal Airport and for the payment of legal, fiscal, and engineering fees in connection with such projects.

ON FEBRUARY 15, 2019, or any date thereafter, the unpaid installments of principal of this Certificate of Obligation may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

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

THIS CERTIFICATE OF OBLIGATION, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for this Certificate of Obligation, upon the terms and conditions set forth in the Certificate of Obligation Ordinance. Among other requirements for such transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Certificate of Obligation, or any portion or portions hereof in any integral

multiple of \$5,000, to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any such portion or portions hereof by the initial registered owner hereof. A new certificate of obligation or certificates of obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new certificate of obligation or certificates of obligation) or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Certificate of Obligation or any portion hereof. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Certificate of Obligation Ordinance, this Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute certificate of obligation issued in exchange for any portion of this Certificate of Obligation shall have a single stated principal maturity date), upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Ordinance. If this Certificate of Obligation or any portion hereof is assigned and transferred or converted each certificate of obligation issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Certificate of Obligation or portion hereof for which the substitute certificate of obligation is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such certificates of obligation, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Certificate of Obligation or portion hereof for which they are being exchanged. No such certificate of obligation shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE CERTIFICATE OF OBLIGATION ORDINANCE, THIS CERTIFICATE OF OBLIGATION IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the certificates of obligation issued and delivered in exchange for this Certificate of Obligation or any portion hereof may be assigned, transferred and converted, subsequently, as provided in the Certificate of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

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

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

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

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor of the Issuer, countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate of Obligation to be dated January 15, 2010.

City Secretary

Mayor

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE:
REGISTER NO.

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

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts of the State of Texas

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

herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in case only a portion of a Certificate of Obligation is being assigned and transferred, all in conversion of and exchange for said assigned Certificate of Obligation or Certificates of Obligation or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Certificates of Obligation by any registered owner of a Certificate of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Certificate of Obligation or Certificates of Obligation, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Certificate of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

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

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

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

"PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

Paying Agent/Registrar

Dated _____

By _____
Authorized Representative"

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the above Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates of Obligation surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate of Obligation which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Certificates of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

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

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

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

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FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION

NO.

PRINCIPAL AMOUNT

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO, TEXAS
COMBINATION TAX AND AIRPORT REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2010B

INTEREST
RATE

MATURITY
DATE

DATE OF
DELIVERY

_____ %

February 25, 2010

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

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

and to pay interest thereon from February 25, 2010, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above with interest being payable on August 15, 2010, and semiannually on each February 15 and August 15 thereafter; except that if the date of authentication of this Certificate of Obligation is later than July 31, 2010, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, Texas, which is the "Paying Agent/Registrar" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on the interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of the Certificates of Obligation (the "Certificate of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying

Agent/Registrar upon presentation and surrender of this Certificate of Obligation for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate of Obligation, it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

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

THIS CERTIFICATE OF OBLIGATION has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$2,300,000, for paying all or a portion of the Issuer's contractual obligations incurred for the purpose of (1) constructing, improving and repairing the City's Municipal Airport streets and sidewalks, together with drainage, traffic and street signalization and lighting improvements; (2) acquiring and constructing of improvements and extensions to the Municipal Airport's waterworks and sewer system; (3) constructing Municipal Airport infrastructure improvements, including extension of runways, reconstructing or relocating taxiways, relocation of instrument landing system and reconstruction of general aviation apron; and (4) improving, repairing and renovating existing Municipal Airport buildings and for the payment of legal, fiscal, and engineering fees in connection with such projects.

ON FEBRUARY 15, 2019, or any date thereafter, the Certificates of Obligation of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the maturity or maturities of Certificates of Obligation and the amounts thereof, to be redeemed shall be selected and designated by the Issuer, and the Issuer shall direct the Paying Agent/Registrar to call by lot Certificates of Obligation, or portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the prepayment or redemption price of the principal amount thereof, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate of Obligation to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate of Obligation, and it is hereby specifically provided that the mailing of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Certificates of Obligations or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being

outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate of Obligation Ordinance.

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

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered certificates of obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate of Obligation Ordinance, this Certificate of Obligation, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and

exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

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

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

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

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

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

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

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

and hereby irrevocably constitutes and appoints

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

Dated _

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

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Certificate of Obligation.

Section 8. TAX LEVY. A special interest and sinking or redemption fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the

Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation, together with any premium received from the sale of the Certificates of Obligation, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year).

Said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable properties in the Issuer for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposits to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

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

Section 9. REVENUES. That said Bonds, together with other obligations of the Issuer, are additionally secured by and shall be payable from and secured by the collection of the revenues of the Issuer's international airport (the "International Airport"), after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's International Airport. The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 8, to the extent necessary to pay the principal and interest on the Bonds. Notwithstanding the requirements of Section 8, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

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

Section 11. DEFEASANCE OF CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate of Obligation") within the meaning of this Ordinance, except to the extent provided

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

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

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

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

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

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

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

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

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

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

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have

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

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

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

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

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

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

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

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code)

that produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with –

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

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

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

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

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

(9) to assure that the proceeds of the Certificates of Obligation will be used solely for new money projects or to refund Refunded Bonds that were issued after December 31, 2003 and prior to January 1, 2009.

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

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

the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(e) Approval for Purposes of Section 147(f) of the Code. The Issuer hereby approves the issuance of the Certificates of Obligation and the Project to be financed with proceeds of the Certificates of Obligation for the purposes of section 147(f) of the Code.

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

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

Section 17. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Certificates of Obligation inasmuch as the Purchaser, as defined below, is not acting as an "underwriter in a primary offering of municipal securities" within the meaning of the Rule. The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Certificates of Obligation.

Section 18. SALE OF CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby initially sold and shall be delivered to _____ (the "Purchaser"), for cash for the par value thereof and no accrued interest and pursuant to the private placement investment letter, attached hereto as Exhibit A, dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates of Obligation initially shall be registered in the name of _____.

Section 19. INTEREST EARNINGS ON CERTIFICATES OF OBLIGATION PROCEEDS. The earnings derived from the investment of proceeds from the sale of the Certificates of Obligation shall be used along with other Certificate of Obligation proceeds as described in Section 1 hereof; provided that after completion of such project, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that interest earnings on the Certificates of Obligation proceeds which are required to be rebated to the United States of

America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage Certificates of Obligation shall be so rebated and not considered as interest earnings for the purpose of this Section.

Section 20. FURTHER PROCEDURES. The Mayor, City Secretary, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates of Obligation shall cease to be such officer before the delivery of the Certificates of Obligation, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 21. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 22. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Certificates of Obligation for the purposes authorized herein.

Section 23. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS THE ____
DAY OF _____, 2010.

Raul G. Salinas
Mayor

ATTEST:

Gustavo Guevara Jr.,
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

EXHIBIT A

FORM OF INVESTMENT LETTER

THE INVESTMENT LETTER IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM
ELSEWHERE IN THIS TRANSCRIPT.

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-012 Ratifying the City Manager's acceptance of an Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) by the United States Department of Energy in the amount of \$2,083,600.00 with no matching funds, and amending the City of Laredo's FY 2009-2010 Annual Budget for the Environmental Services Department by appropriating the said grant revenue to the appropriate expenditure accounts. These funds will be used towards solar and wind energy projects as well as energy efficiency retrofit projects. A percentage of monies will also be used towards establishing a Revolving Loan Fund (RLF) to provide interest free loans for residential energy efficiency projects.																												
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department																											
PREVIOUS COUNCIL ACTION: On 04/20/2009 through a Motion, Council approved City Manager's submittal of grant application to Department of Energy and approved projects designated for grant funding under this program.																													
BACKGROUND: The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Energy Efficiency and Conservation Block Grant program assists local and state governments to develop and implement a comprehensive energy efficiency strategy which emphasizes a bottom-up, community-based approach in helping the nation meet its energy and climate protection goals. Under the EECBG program the City of Laredo is eligible to receive \$2,083,600.00 in funding. The Environmental Services Department has developed a general plan for distribution/use of these funds in the following categories: Planning/Administration, Retrofit/Rehab Projects, Energy Efficiency Projects, and Alternative/Future Projects. \$75,000.00 of these monies will be used for administration and salaries.																													
FINANCIAL IMPACT: <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;"></th> <th style="text-align: center; border-bottom: 1px solid black;">Account Number</th> <th style="text-align: center; border-bottom: 1px solid black;">Budget</th> <th style="text-align: center; border-bottom: 1px solid black;">Amendment</th> <th style="text-align: center; border-bottom: 1px solid black;">Amended Budget</th> </tr> </thead> <tbody> <tr> <td>Revenues:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ARRA EECBG Grant</td> <td style="text-align: center;">249-3863-321-71-03</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$2,083,600.00</td> <td style="text-align: right;">\$2,083,600.00</td> </tr> <tr> <td>Expenses:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ARRA EECBG Grant</td> <td style="text-align: center;">249-3863-544-99-00</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$2,083,600.00</td> <td style="text-align: right;">\$2,083,600.00</td> </tr> </tbody> </table>						Account Number	Budget	Amendment	Amended Budget	Revenues:					ARRA EECBG Grant	249-3863-321-71-03	-	\$2,083,600.00	\$2,083,600.00	Expenses:					ARRA EECBG Grant	249-3863-544-99-00	-	\$2,083,600.00	\$2,083,600.00
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RECOMMENDATION:			STAFF RECOMMENDATION: Approval of ordinance.																										

ORDINANCE NO. 2010-O-012

RATIFYING THE CITY MANAGER'S ACCEPTANCE OF AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) BY THE UNITED STATES DEPARTMENT OF ENERGY IN THE AMOUNT OF \$2,083,600.00 WITH NO MATCHING FUNDS, AND AMENDING THE CITY OF LAREDO'S FY 2010-2011 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES DEPARTMENT BY APPROPRIATING THE SAID GRANT REVENUE TO THE APPROPRIATE EXPENDITURE ACCOUNTS. THESE FUNDS WILL BE USED TOWARDS SOLAR AND WIND ENERGY PROJECTS AS WELL AS ENERGY EFFICIENCY RETROFIT PROJECTS. A PERCENTAGE OF MONIES WILL ALSO BE USED TOWARDS ESTABLISHING A REVOLVING LOAN FUND (RLF) TO PROVIDE INTEREST FREE LOANS FOR RESIDENTIAL ENERGY EFFICIENCY PROJECTS.

Whereas, the United States Department of Energy has issued a request for proposes of funding energy efficiency projects through the Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA); and

Whereas, the City of Laredo's Environmental Services Department applied the grant to implement solar and wind energy projects as well as energy efficiency retrofit projects; and

Whereas, a percentage of monies will also be used towards establishing a Revolving Loan Fund (RLF) to provide interest free loans for residential energy efficiency projects; and

Whereas, the United States Department of Energy has awarded the City \$2,083,600.00 in funding to implement these projects.

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

Section 1: Accepting the Energy Efficiency and Conservation Block Grant (EECBG) by the United States Department of Energy in the amount of \$2,083,600.00 with no matching funds. And amending the City of Laredo's FY 2009-2010 Annual Budget for Environmental Services by appropriating the said grant revenue to the appropriate expenditure accounts.

Section 2: The City of Laredo will comply with the provisions of the financial assistance program and the fiscal reimbursement and reporting requirements of the United States Department of Energy for this grant.

Section 3: The City of Laredo hereby agrees that the funds received from the United States Department of Energy will only be used for the purpose of implementing approved projects under this grant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 02 / 01 / 2010	SUBJECT: Final Reading 2010-O-013 Amending the City of Laredo Police Department FY 2009-2010 annual budget by authorizing the City Manager to accept, execute and appropriate revenues and expenditures in the amount of \$ 298,400 from the State of Texas for the purpose of funding the Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of October 1, 2009 through September 30, 2010. This grant will be 100% funded at no cost to the city and will be used for equipment and supplies for police operations.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: Resolution 2009-R-059 approved by City Council to submit grant application on June 1, 2009.	
ACTION PROPOSED: That City Council approves this Public Hearing / Introductory Ordinance.	
BACKGROUND: The American Recovery and Reinvestment Act of 2009 which was signed into law by President Obama on February 17, 2009 is an unprecedented effort to jumpstart our economy, create or save millions of jobs, and to put a down payment on addressing long-neglected challenges so our country can thrive in the 21 st century. The Act is an extraordinary response to a crisis unlike any since the Great Depression, and includes almost \$2 billion in critical resources for state and local law enforcement and other criminal justice activities through the JAG Recovery Program.	
FINANCIAL: <u>Fund #229 – Special Police</u> *State of Texas JAG Grant: \$298,400 *No local match required	
RECOMMENDATION:	STAFF: Recommends that Council approve this Public Hearing / Introductory Ordinance.

Ordinance 2010-O-013

Amending the City of Laredo Police Department FY 2009-2010 annual budget by authorizing the City Manager to accept, execute and appropriate revenues and expenditures in the amount of \$ 298,400 from the State of Texas for the purpose of funding the Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of October 1, 2009 through September 30, 2010. This grant will be 100% funded at no cost to the city and will be used for equipment and supplies for police operations.

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 been awarded \$298,000 from the State of Texas under the JAG Recovery grant program and it will pay for equipment and supplies for law enforcement operations; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of State of Texas funds, the City of Laredo assures that the funds will be returned to the State of Texas Governor's Office and the Bureau of Justice Assistance in full; and

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

Section 1: It authorizes the City Manager to accept, execute and appropriate revenues and expenditures in the amount of \$298,400 for a JAG Recovery grant from the State of Texas Governor's Office. The grant is 100% funded and will not require a cash match. This funding will be used for equipment and supplies for law enforcement operations for the period of October 1, 2009 through September 30, 2010.

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 _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 02/1/2010	SUBJECT: Final Reading Ordinance No. 2010-O-014 AMENDING CHAPTER 11 ELECTRICITY OF THE CODE OF ORDINANCE OF THE CITY OF LAREDO BY: <ul style="list-style-type: none">• AMENDING SECTION:<ul style="list-style-type: none">11-1 DEFINITIONS;11-2 OF THE LAREDO CODE OF ORDINANCE BY ADOPTING, WITH MODIFICATION AND AMENDMENTS, THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.;11-4 ELECTRICAL INSPECTOR;11-7 APPEALS;11-22 REGISTRATION AND EXAMINATION REQUIRED;11-23 APPLICATION FOR REGISTRATION; QUALIFICATIONS;11-24 FEES FOR REGISTRATION;11-26 DISPLAY OF CERTIFICATE;11-43 SAME TO WHOM ISSUED;11-44 SAME-FEES BASIS BY INCREASING BASIC FEES FROM \$20.00 TO \$25.00 AND REINSPECTIONS FEES FROM \$10.00 TO \$50.00, 11-45 SAME-DISPLAY; AND• DELETING SECTIONS:<ul style="list-style-type: none">11-6 SAME CITY DEPARTMENT, SCHOOL DISTRICTS;11-25 BOND;11-27 LICENSE AND BOND REQUIRED TO ENGAGE MASTER ELECTRICIANS;11-64 MISCELLANEOUS SPECIFICATIONS; AND PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.
INITIATED BY: Horacio A. de Leon, Jr. Assistant City Manager	STAFF SOURCE: Erasmio A. Villarreal Director, Building Development Services
PREVIOUS COUNCIL ACTION: On January 19, 2010, the City Council held a public hearing and introduced this ordinance.	
BACKGROUND: The adoption of the most recent edition of the 2008 National Electrical Code will provide a safe living environment in Laredo by: <ul style="list-style-type: none">(1) Ensuring code complying installation with recently introduced electric equipment, materials and methods,(2) Continue to provide the City with the necessary rules for the abatement of electrical violations; and(3) Provide up to date design and safety rules sufficient to reduce threats to life and property from the misuse of electricity.	
FINANCIAL: Additional Revenue of \$1,000.00 from electrical contractor and sign contractor fees.	
RECOMMENDATION:	STAFF: Staff recommends approval

ORDINANCE NO. 2010-O-014

AMENDING CHAPTER 11 ELECTRICITY OF THE CODE OF ORDINANCE OF THE CITY OF LAREDO BY:

- **AMENDING SECTION:**
 - 11-1 DEFINITIONS;**
 - 11-2 OF THE LAREDO CODE OF ORDINANCE BY ADOPTING, WITH MODIFICATION AND AMENDMENTS, THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.;**
 - 11-4 ELECTRICAL INSPECTOR;**
 - 11-7 APPEALS;**
 - 11-22 REGISTRATION AND EXAMINATION REQUIRED;**
 - 11-23 APPLICATION FOR REGISTRATION; QUALIFICATIONS;**
 - 11-24 FEES FOR REGISTRATION;**
 - 11-26 DISPLAY OF CERTIFICATE;**
 - 11-43 SAME TO WHOM ISSUED;**
 - 11-44 SAME-FEES BASIS BY INCREASING BASIC FEES FROM \$20.00 TO \$25.00 AND REINSPECTIONS FEES FROM \$10.00 TO \$50.00, 11-45 SAME-DISPLAY; AND**
- **DELETING SECTIONS:**
 - 11-6 SAME CITY DEPARTMENT, SCHOOL DISTRICTS;**
 - 11-25 BOND;**
 - 11-27 LICENSE AND BOND REQUIRED TO ENGAGE MASTER ELECTRICIANS;**
 - 11-64 MISCELLANEOUS SPECIFICATIONS; AND PROVIDING A SAVING CLAUSE; PROVIDING SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City Council has passed Building Ordinances in the past, and need to adopt the most updated Electrical Code in order to maintain high standards; and

WHEREAS, the National Fire Protection Association (NFPA) approved code, which is designed to secure the beneficial interest of the citizens of Laredo in public health and safety to life and property from fire and other hazard attributable to the electrical wiring, apparatus, and fixtures in built environment, including alternation, repair, removal,

WHEREAS, the adoption of the *National Electrical Code* is needed to facilitate proper inspection activities by the Department of Building Development Services of City of Laredo relating to installation of all electrical wiring, apparatus, and fixtures in buildings within the City of Laredo and to insure the public safety, health and general welfare; and

NOW THEREFORE BY IT ORDAINED, by the City Council of the City of Laredo that:

Section 1. Amending Chapter 11, as follows:

ARTICLE I. IN GENERAL

Section 11-1 Definitions.

The following word and phrases, when used in this chapter, shall, for the purpose of this chapter, have the meaning respectively ascribed to them in this section, unless a different meaning is plainly required by the content:

Approved or approval shall mean approved by the city electrical *inspector* [~~inspection~~] section and such approval shall be based upon the standard and requirement set forth in [~~this chapter~~] the National Electrical Code with modification set forth by this ordinance.

Electrical contracting means the business of designing, installing, erecting, repairing, or altering electrical wiring or conductors to be used for lights, heating, power, or signing purposes. The term include the installation or repair of ducts, raceways, or conduits for the reception or protection of wires of conductors and the installation or repairs of any electrical machinery, apparatus, or system used for electrical light, heat, power, or signing.

Registered shall means that a person who has made application to ~~the~~ [~~the examining board of electricians~~] Texas Department of Licensing and Regulations and has satisfied the (~~board~~) Texas Department of Licensing and Regulations that he is qualified to do the work stated in the applications; that he has paid the necessary registration fees to date and that the electrician has a valid electrical license; and that his name is carried in the records of the [~~city electrical inspector~~] Department of Building Development Services as a person authorized to do electrical work as defined in this chapter.

~~["Special ruling" shall mean a written ruling or decision passed by the board and filed in the office of the city electrical inspector.]~~

Section 11-2. Code-Adopted.

The National Electrical Code, [~~1990~~] 2008 edition, providing rules and regulations and requirements for the installation of electrical wiring and apparatus, is hereby adopted as a standard for the installation of all electrical wiring and apparatus and fixtures, except as otherwise specifically provided in this chapter; and is made a part of this chapter, as if set out herein in full; however, should there be any conflict between the provisions of this chapter and the National Electrical Code, the provisions of this chapter shall govern and control. The city shall enforce Title 8, Occupation Code Chapter 1305 administrated by the Texas Department of Licensing and Regulations.

Section 11-4. Electrical Inspector.

- (a) The electrical inspections shall be well versed in the rules and regulations of the National Electrical Code. The electrical inspector shall be certified by the International Association of Electrical Inspector or the International Code Council within one year form the date of employment.

~~(Section 11-6 Same City department, school districts.)~~

~~[The various department and building of the city and of the Laredo Independent School District shall be subject to the provisions of this chapter insofar as the same may be applicable.]~~

Section 11-7. Appeals.

- (a) All questions and complaints relating to the administrations and enforcement of the chapter shall initially be made to the ~~[promptly give decision thereon]~~ Building Development Service Director. Any person or corporation ~~[aggrieved]~~ who dispute the decision of the electrical inspector may appeal the matter to the ~~[board of electrical examiners]~~ Director of Building Development Services by filing ~~[with the electrical inspector within ten (10) days after his initial decision]~~, written notice of appeal stating specifically the grounds of appeals within 10 days of the initial decision. ~~[The electrical inspector shall at once notice with the secretary of the board of electrical examiners and the board shall, within twenty (20) days from the filing of such notice with it s secretary, hold a hearing and render its decision on such appeal and the electrical inspector, the appellatant and other persons at interest may appear to be heard.]~~

- (b) Appeal from the decision of the ~~[board]~~ Director of Building Services may be taken to the city electrical board by filing written notice of appeal with said office within 10 days after decision of the Building Development Services Director. The city electrical board decision may be appeal to t the city manager who has the final decision on appeal. ~~[Council by the electrical inspector or the appellatant by filing written notice of appeal with the city secretary, and the city council shall hear the appeal not later than the second regular meeting of the council following the filing of such notice with the city secretary. The hearing before the council shall be public and any person at interest may be heard after first being sworn. The city attorney or his assistant shall represent the electrical inspector and other parties may appear by counsel. The hearing may be continued at the discretion of the council and the council and the city manger shall render its decision within ten (10) days from the close of the hearing, and such decision shall be final as to all parties.]~~

ARTICLE II. QUALIFICATION, LICENSING AND REGISTRATION OF
ELECTRICIANS

Section 11-22. State Registration and examination required.

~~[(a) Each person desiring to engage in the occupation of master electrician, limited master electrician, maintenance or journeyman or apprentice electrician shall be examined and registered in accordance with the provisions of [this article, except as provided in paragraph (b) of this section, and except that apprentice electricians shall not be required to be examined or pay registration fees] the Texas Electrical Safety and Licensing Act license by the Texas Department of License and Regulations.~~

~~[(b) Master electricians, limited master electricians, maintenance electricians, and journeyman electricians, serving in such capacity in the city on June 28, 1960, shall be deemed qualified as outlined herein for the type of registration applicable to the capacity in which they are servicing, but shall be required to furnish complete information as provided for all applicants in this article. Each such applicant shall be issued a certified of registration by the electrical examining board upon complying with the requirement herein but shall not be required to take an examination provide application was made within three (3) months after such date. Each such applicant shall be subject to all provisions of this chapter relating to registration and payment of fees.]~~

Section 11-23. ~~[Application for registration; qualifications]~~ Registration with the City.

All master electricians and electrical contractors must be registered with the City Building Development Service Department

~~[(a) Master electricians, An applicant for a certificate for registration as master electrician shall file with the application an affidavit setting forth that such applicant is not less than twenty one (21) years of age and has not less than five (5) years experience in the installation and repair of electrical equipment and conductor or equally experience.~~

~~-(b) Limited master electrician (sign or elevator). If an applicant desire to do work in the electrical sign of electrical elevator installation, repair and maintenance and obtain a certification of registration as a limited master electrician for such work, he shall pass a special examination on the same basis as that given to a master electricians but with diagrams and a set of questions applicable to his particular classification.~~

(c) *Maintenance electrician.* An applicant for registration as maintenance electrician shall file with the application an affidavit setting forth that he is not less than twenty-one (21) years of age and has not less than two (2) years experience in building electrical maintenance under competent supervision. The applicant shall file with his application a letter bearing the signature of the person by whom he regularly employed and address of the place of his employment and, unless exempt as hereinafter provided, shall take such examination as herein prescribed, or shall state that he intends to work under this classification and will furnish the letter described above when so employed and will notify the electrical inspector of each employment during the life of his license.

(d) *Journeyman electrician.* Applicants for registration as a journeyman electrician shall file with the application an affidavit, setting forth that he is not less than eighteen

(18) years of age and that he has not less than three (3) years experience as an electrician helper or apprentice electrician. An applicant shall be examined in the field of work in which he propose to engage. An applicant shall make in his application affidavit, a statement that he will engage only in the employ of a registered master electrician, and shall perform all installations, alterations and repairs of electrical wiring, fixtures and equipment in accordance with this chapter, and that he will not independently engage in the business of contacting such electrical work.

(e) ~~Apprentice electrician.~~ An application filed for registration as apprentice electrician shall state the age of the applicant and the intent that he is engaging in the learning of and assisting in the installation, maintenance or repair of electrical wiring, fixtures and equipment working directly under the supervision of a person holding a registered certificate.

(f) ~~Educational credit as experience.~~ A certification of graduation from or an affidavit of attendance at a recognized technical school or college shall be credit year for year to satisfy the experience requirement for any time required in excess of one year; provide that the course covered shall have been on the installation and repair of electrical conductors and equipment and taught by some person holding a certificate of registration under this chapter for technical school, or that education consist of attendance in an engineering college.]

Section 11-24. Fees for [examination] registration.

The fees for[examination for or for a certificate of] registration shall be payable to the city at the office of [the electrical inspector] the Building Development Service Department. [The examination fee shall accompany the application for registration.] The fees to be paid are as follows:

<i>Classification</i>	<i>[-Exam-Fee]</i>	<i>Registration</i>	<i>Annual Renewal</i>
[Master Electrician]	[\$50.00]	[\$200.00]	[\$25.00]
[Ltd. Master Electrician]	[\$5.00]	[\$100.00]	[\$15.00]
[Maintenance Electrician]	[\$5.00]		[\$5.00]
[Journeyman Electrician]	[\$5.00]		[\$5.00]
Electrical Contractor		<u>\$50.00</u>	<u>\$50.00</u>
Electrical Sign Contractor		<u>\$100.00</u>	<u>\$100.00</u>

Section 11-25. ~~[Bond]~~ Reserved.

[Each person applying for a certificate of registration as a master electrician, as required by this article, before being granted a certificate, shall make and execute and deliver to the city secretary, a bond in the sum of one thousand dollars (\$1,000.00), payable to the city. After such bond has been approved by the mayor, the bond shall be for the use and benefit of the owner or any party interested in the property, where such

~~master electrician may furnish any materials or labor or perform any service, and shall protect against any loss or damage to person or property which may arise by reason of work or labor done, or materials furnished in violation of the requirement of any law of the state, or any ordinance of the city, controlling such work. Such bond shall be executed by each applicant and be recognized and responsible surety company authorized to do surety business in the state.]~~

Section 11-26. Display of ~~[certificate]~~ license

~~[Any person already holding a license as a master electricians, or renewal hereof, in accordance with the provisions of this chapter, shall display the same in a conspicuous place in the place of business of such person.]~~

~~(a) An electrical contractor and electrical sign contractor shall display the contractor's business name and the number of the license issued by the Texas Department of Licensing and Regulation on each vehicle owned by the contractor.~~

~~(b) The information required to be display must be:~~

~~(1) printed in the letter and number that are at least two inches high and in a color that contrasts with the color of the background surface; and~~

~~(2) Permanently affixed in conspicuous place on both sides of the vehicle.~~

~~**[Section 11-27. License and bond required to engage master electricians.**~~

~~All persons, individual, companies, partnerships or corporations desiring to engage as a master electricians in the city shall before doing any work, take out a license and make bond, acceptable to the city. The license shall be issued by the city electrical inspector's department and the fee thereof shall be as listed in section 11-24, payable in advance. Such license shall be renewed at fifth dollars (\$50.00) per annum as it expires and may be revoked at any time by the order of the mayor and the city council for violation of any of the provisions of this chapter, and the offending person, firm or corporation shall be prohibited from engage in such work in the corporate limits of the city for one year.]~~

ARTICLE III. PERMITS; FEES; INSPECTIONS

Section 11-43. Same-To whom issued.

~~Electrical Permits shall be issued to ~~[registered master electricians]~~ electrical contractors or electrical sign contractors who are qualified by having a valid license to secure permits as set forth in this chapter, or their duly authorized agent. ~~[Registered master electricians]~~ Electrical Contractors or electrical sign contractors shall certify their duly authorized agent to the city electrical inspector in the form of an affidavit stating that such ~~[master electrician]~~ electrical contractor or electrical sign contractor assumes all and full responsibility for any permits taken out or applied by such agent. The certification shall be kept in the city ~~[electrical inspector's]~~ Building Development Services office. ~~[The form of certification shall be approved by the city attorney.]~~~~

Section 11-44 of the City of Laredo Code of Ordinances is hereby amended;

(a) The fees for electrical permits required by section 11-39 if this article shall be as follows:

- | | |
|---|--|
| (1) Basic fee | [\$20.00] <u>\$25.00</u> |
| (2) In addition to the basic fee, there shall be charge the following fees per items: | |
| Circuits | \$3.00 each |
| (3) Reinspection fee | [10.00 each] <u>\$50.00</u> |
| (4) Investigation fee | [\$10.00 each] <u>\$50.00</u> |

Section 11-45. Same-Display.

The electrical [~~building~~] permit issued by the [~~city inspector's~~] Building Development Services office must be displayed on the premises where it is visible to the public.

ARTICLE IV. INSTALLATION, EQUIPMENT AND MATERIALS STANDARDS

~~Section 11-64 miscellaneous specifications.~~

- ~~(a) Not more than eight (8) general purpose convenience outlets shall be installed on one circuit in a residence, and not more than six (6) general purpose convenience outlets in a business house, school building, church building, hotel or hospital.~~
- ~~(b) The minimum depth of direct burial cable or conductor shall be fourteen (14) inches below the surface of the ground. Exceptions may be made to this proposition where adequate protection from physical damage is afforded.)~~

Section 11-65 Violations.

A person violating a provision of this ordinance, upon conviction, is punished by a fine not to exceed \$2,000.00. No offense committed and no liability, penalty or forfeiture, either civil or criminal, incurred prior to the effective date of this ordinance will be discharge or affected by this ordinance. Prosecutions and suits for such offenses, liabilities penalties and forfeitures my be instituted by, and cause of action pending on the effective date of this ordinance may proceed as if the former laws applicable at the time the offense, liability, penalty or forfeiture was committed or incurred ha not bed amended, repealed, reenacted or superseded, and all former laws will continue in effect for these this purpose.

Section 2. That Chapter 11 of the City of Laredo Code of Ordinance, as amended, will remain in full force and effect, save and except as amended by this ordinance. Any existing, structure, system, development project, or registration that is not required to come into compliance with a requirement of this ordinance will be governed by the requirement as it existed in the former law last applicable to the structure, system, development project, or registration, and all former laws will continue in effect for this purpose.

Section 3. It is hereby declared to be the intention of the City Council that the sections, sentences, paragraphs, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraphs or section of this ordinance be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not effect any remaining phrases, clauses, sentences, paragraphs and sections of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This ordinance shall take effect upon adoption and publication as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this _____ day of _____, 2010.

BY: _____

RAUL SALINAS
MAYOR

ATTEST:

APPROVED AS TO FORM;

RAUL CASSO
CITY ATTORNEY

GUSTAVO GUEVARA, JR.
CITY SECRETARY

KRISTINA LAUREL HALE
ASSITANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 02-01-10	SUBJECT: FINAL READING OF ORDINANCE 2010-O-015 AMENDING CHAPTER 14, GARBAGE, TRASH AND REFUSE, ARTICLE II, RATES FOR GARBAGE AND REFUSE COLLECTION AND LANDFILL OPERATIONS, SECTION 14-9, RATES, OF THE CITY OF LAREDO CODE OF ORDINANCES TO CHANGE SECTION (e) TO DECREASE THE MONTHLY GARBAGE COLLECTION FEE FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT TO FORTY NINE DOLLARS (\$49.00), SIXTY THREE DOLLARS (\$63.00), ONE HUNDRED TWELVE DOLLARS (\$112.00), AND ONE HUNDRED FIFTY FOUR DOLLARS (\$154.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT. THESE FEES WILL REMAIN IN EFFECT THROUGH SEPTEMBER 30, 2010 AT WHICH TIME MONTHLY GARBAGE COLLECTION FEES FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT WILL INCREASE TO FIFTY NINE DOLLARS AND FIFTY CENTS (\$59.50), SEVENTY SIX DOLLARS AND FIFTY CENTS (\$76.50), ONE HUNDRED THIRTY SIX DOLLARS (\$136.00), AND ONE HUNDRED EIGHTY SEVEN DOLLARS (\$187.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT. THESE FEES WILL REMAIN IN EFFECT THROUGH SEPTEMBER 30, 2011 AT WHICH TIME MONTHLY GARBAGE COLLECTION FEES FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT WILL INCREASE TO SEVENTY DOLLARS (\$70.00), NINETY DOLLARS (\$90.00), ONE HUNDRED SIXTY DOLLARS (\$160.00), AND TWO HUNDRED TWENTY DOLLARS (\$220.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT.
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INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Stephen Geiss Interim Manager- Solid Waste Services Department
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PREVIOUS COUNCIL ACTION:
On January 11, 2010 City Council passed a motion to decrease current Garbage Collection Fees for the Downtown Business District by 30% for fiscal year 2009-2010 and to decrease those current fees by 15% in fiscal year 2010-2011 and to restore those current fees in fiscal year 2011-2012.

BACKGROUND:

City Council chose to abate garbage fees until October 1, 2011.

FINANCIAL IMPACT:

Acct. No 556-0000-334-3010 – Garbage Collection – Revenues would decrease by \$95,970

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the Ordinance
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ORDINANCE 2010-O-015

AMENDING CHAPTER 14, GARBAGE, TRASH AND REFUSE, ARTICLE II, RATES FOR GARBAGE AND REFUSE COLLECTION AND LANDFILL OPERATIONS, SECTION 14-9, RATES, OF THE CITY OF LAREDO CODE OF ORDINANCES TO CHANGE SECTION (e) TO DECREASE THE MONTHLY GARBAGE COLLECTION FEE FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT TO FORTY NINE DOLLARS (\$49.00), SIXTY THREE DOLLARS (\$63.00), ONE HUNDRED TWELVE DOLLARS (\$112.00), AND ONE HUNDRED FIFTY FOUR DOLLARS (\$154.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT. THESE FEES WILL REMAIN IN EFFECT THROUGH SEPTEMBER 30, 2010 AT WHICH TIME MONTHLY GARBAGE COLLECTION FEES FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT WILL INCREASE TO FIFTY NINE DOLLARS AND FIFTY CENTS (\$59.50), SEVENTY SIX DOLLARS AND FIFTY CENTS (\$76.50), ONE HUNDRED THIRTY SIX DOLLARS (\$136.00), AND ONE HUNDRED EIGHTY SEVEN DOLLARS (\$187.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT. THESE FEES WILL REMAIN IN EFFECT THROUGH SEPTEMBER 30, 2011 AT WHICH TIME MONTHLY GARBAGE COLLECTION FEES FOR COMMERCIAL ESTABLISHMENTS LOCATED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT WILL INCREASE TO SEVENTY DOLLARS (\$70.00), NINETY DOLLARS (\$90.00), ONE HUNDRED SIXTY DOLLARS (\$160.00), AND TWO HUNDRED TWENTY DOLLARS (\$220.00) DEPENDING ON SQUARE FOOTAGE OF THE ESTABLISHMENT.

WHEREAS, the City Council passed a motion to decrease current Garbage Collection Fees for the Downtown Business District by 30% for fiscal year 2009-2010 and to decrease those current fees by 15% in fiscal year 2010-2011 and to restore those current fees in fiscal year 2011-2012.

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

Section 1: Amendment.

Chapter 14, Article II, Section 14-9 of the Code of Ordinances be and is hereby amended to read as follows:

Sec. 14-9. Rates.

(e) *Fees.* A monthly garbage collection fee and mandate fee will be charged to each and every commercial establishment, as defined hereinafter, in accordance with the following fee schedule:

- (6) For each commercial establishment located in the Downtown Central Business District having up to one thousand (1,000) square feet of floor space ~~\$70.00~~
Through September 30, 2010.....\$49.00
From October 1, 2010 through September 30, 2011.....\$59.50
From October 1, 2011.....\$70.00

- (7) For each commercial establishment located in the Downtown Central Business District having from one thousand one (1,001) square feet to three thousand (3,000) square feet of floor space
.... ~~\$90.00~~
Through September 30, 2010.....\$63.00
From October 1, 2010 through September 30, 2011.....\$76.50
From October 1, 2011.....\$90.00

- (8) For each commercial establishment located in the Downtown Central Business District having from three thousand one (3,001) square feet to ten thousand (10,000) square feet of floor space
.... ~~\$160.00~~
Through September 30, 2010.....\$112.00
From October 1, 2010 through September 30, 2011.....\$136.00
From October 1, 2011.....\$160.00

- (9) For each commercial establishment located in the Downtown Central Business District having from ten thousand one (10,001) square feet of floor space and over \$220.00
Through September 30, 2010.....\$154.00
From October 1, 2010 through September 30, 2011.....\$187.00
From October 1, 2011.....\$220.00

Section 2: **Publication.** This Ordinance shall be published one (1) time in a newspaper of general circulation on Laredo, TX.

Section 3: **Effective Date.** This Ordinance shall become effective immediately from date of publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS _____ DAY OF _____, 2010.**

**RAUL G. SALINAS
MAYOR
ATTEST:**

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

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

**KRISTINA HALE
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-016. Ratifying the City Manager's acceptance of an grant under the Transportation Energy Efficiency Alternative Fuels and Technology stimulus grant program of the Texas Comptroller of Public Accounts under the American Recovery and Reinvestment Act (ARRA) funded through the United States Department of Energy (DOE) in the amount of \$924,000.00 with \$380,000.00 matching funds from City's El Metro fund, and amending the City of Laredo's FY 2009-2010 annual budget for the Transit System-Capital Grants department by appropriating the said grant revenue to the appropriate expenditure accounts. These funds will be used towards upgrading the City's CNG fuel station at Public Works to fuel El Metro busses.																																						
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Feliciano Garcia, Jr, General Manager El Metro System Riazul Mia, P.E., Director Environmental Services Department																																					
PREVIOUS COUNCIL ACTION: None.																																							
BACKGROUND: The United States Congress enacted and the President signed the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (2009) (ARRA) to promote economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans in the form of stimulus grant funds for projects that meet the requirements of both ARRA and Comptroller's State Energy Conservation Office (SECO) programs, funded through the United States Department of Energy (DOE). The Comptroller of Public Accounts (Comptroller) Stimulus Program (the "Program") has applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's State Energy Program for energy efficiency, renewable energy, energy assurances and other initiatives, which are managed by the SECO.																																							
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RECOMMENDATION:			STAFF RECOMMENDATION: Approval of ordinance.																																				

BACKGROUND (con):

Laredo is one of the state's oldest cities and one of the nation's busiest ports. Every day thousands of trucks and cars pass to and from Mexico on its highways, resulting in an inordinate amount of toxic emissions. To help combat this, the city's transit system, El Metro, began fueling its buses with compressed natural gas (CNG) in 1992. Since this time, El Metro has logged over 6.2 million miles on CNG. But being an early-adopter of CNG technology has also had its downside.

Recently, El Metro, made the decision to purchase twelve (12) ultra low sulfur diesel buses to replace aging CNG counterparts. They made this decision because of the cost of new CNG buses, past maintenance and operational difficulties of the older CNG buses, and lack of off-site CNG refueling in the City of Laredo. By upgrading its existing CNG station and by beginning to incorporate new, CNG vehicles into its fleet, the city hopes to demonstrate to El Metro that CNG technology has matured considerably since 1992 and is now a valid, stable alternative to diesel heavy-duty vehicles.

The city's existing CNG station is located at: 5710 Daugherty, Laredo, Texas 78401. It currently does not have sufficient compression, storage or dispensing capabilities that will be needed for El Metro or the city to fuel any heavy-duty trucks or buses. However, once the facility is upgraded it will be able to effectively fuel approximately fifteen (15) transit buses twice a day as well as the city's new CNG refuse truck, street sweeper and vacuum truck. The station will also be open to the public and capable of fueling the private light-duty CNG vehicles as well as the city's existing thirty-six (36) light-duty trucks.

The estimated cost to perform these upgrades is \$1,280,000. The City of Laredo is requesting assistance in the amount of \$900,000. The city will supply \$380,000 in cost share for the project. The city is also requesting \$24,000 in assistance to help offset the cost of its purchasing a new CNG refuse truck, street sweeper and vacuum truck.

ORDINANCE No. 2010-O-016

RATIFYING THE CITY MANAGER'S ACCEPTANCE OF AN GRANT UNDER THE TRANSPORTATION ENERGY EFFICIENCY ALTERNATIVE FUELS AND TECHNOLOGY STIMULUS GRANT PROGRAM OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDED THROUGH THE UNITED STATES DEPARTMENT OF ENERGY (DOE) IN THE AMOUNT OF \$924,000.00 WITH \$380,000.00 MATCHING FUNDS FROM CITY'S ELMETRO FUND, AND AMENDING THE CITY OF LAREDO'S FY 2009-2010 ANNUAL BUDGET FOR THE TRANSIT SYSTEM-CAPITAL GRANTS DEPARTMENT BY APPROPRIATING THE SAID GRANT REVENUE TO THE APPROPRIATE EXPENDITURE ACCOUNTS. THESE FUNDS WILL BE USED TOWARDS UPGRADING THE CITY'S CNG FUEL STATION AT PUBLIC WORKS TO FUEL EL METRO BUSES.

Whereas, the United States Congress enacted and the President signed the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (2009) (ARRA) to promote economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans in the form of stimulus grant funds for projects that meet the requirements of both ARRA and Comptroller's State Energy Conservation Office (SECO) programs, funded through the United States Department of Energy (DOE); and

Whereas, the Comptroller of Public Accounts (Comptroller) Stimulus Program (the "Program") has applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's State Energy Program for energy efficiency, renewable energy, energy assurances and other initiatives, which are managed by the SECO; and

Whereas, Chapters 403, 447, and 2305, Texas Government Code; 42 U.S.C. §§ 6321, *et seq*, and the Act, P.L. 111-5, (2009), authorize the Comptroller and SECO to consider applications for and award ARRA stimulus funds to local governments, municipalities, and other governmental organizations to fund approved grant-funded projects and activities; and

Whereas, the Comptroller published a Notice of Availability and Request for Applications (RFA) for ARRA grant funding in order to make competitive awards of grants; and

Whereas, the City of Laredo (Grantee) is eligible to receive an award of ARRA grant funding as a result of the RFA process to be utilized for purposes authorized by ARRA; and

Whereas, the Comptroller wishes to award ARRA grant funding to the City of Laredo (Grantee) and the Comptroller and Grantee wish to enter into this Grant Agreement (the "Agreement"); and

Whereas, under this Agreement, Grantee shall fully comply with all terms, conditions, requirements, and other requirements of the Program and this Agreement, including those set forth in the Attachments attached to and incorporated in this Agreement; and

Whereas, in consideration of Grantee's compliance with all eligibility and other requirements of the Program and this Agreement, Comptroller agrees to award ARRA funds to Grantee on a cost reimbursement basis in an amount not to exceed **\$924,000.00**; and

Whereas, the foregoing grant amount shall be utilized by Grantee solely for the purposes of the Program and Comptroller's requirements regarding same, in addition to requirements as may be provided by Comptroller throughout the term of this Agreement.

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

Section 1: Ratifying the City Manager's acceptance of an grant under the Transportation Energy Efficiency Alternative Fuels and Technology stimulus grant program of the Texas Comptroller of Public Accounts under the American Recovery and Reinvestment Act (ARRA) funded through the United States Department of Energy (DOE) in the amount of \$924,000.00 with \$380,000.00 matching funds from City's El Metro fund, and amending the City of Laredo's FY 2009-2010 annual budget for the Transit System-Capital Grants department by appropriating the said grant revenue to the appropriate expenditure accounts

Section 2: The City of Laredo will comply with the provisions of the financial assistance program and the fiscal reimbursement and reporting requirements of the Texas Comptroller of Public Account and United States Department of Energy for this grant.

Section 3: The City of Laredo hereby agrees that the funds received from the Texas Comptroller of Public Account and United States Department of Energy will only be used for the purpose of implementing approved projects under this grant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 2-01-2010</p>	<p>SUBJECT: RESOLUTION NO. 2010-R-05</p> <p>Authorizing the City Manager to sign all purchase agreements or earnest money contracts for the acquisition or re-sale of foreclosed properties pursuant to the Texas Department of Housing and Community Affairs, 2008 Texas Neighborhood Stabilization Program utilizing funds made available by the U.S. Department of Housing and Urban Development (HUD). The purpose of the program is to acquire, rehabilitate, and subsequently resell foreclosed properties that might otherwise become sources of abandonment and blight, as well as facilitate direct homebuyer assistance to create affordable housing opportunities. NSP funds are provided through a loan reimbursement.</p>
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE: Thelma Acosta Community Development Director</p>
<p>PREVIOUS COUNCIL ACTIONS: 4-20-09 – Resolution authorizing the submission of an application in the amount of \$2,127,102.00 to the Texas Department of Housing and Community Affairs for 2008 Texas Neighborhood Stabilization Program (NSP) funds.</p>	
<p>BACKGROUND: The Neighborhood Stabilization Program (NSP), a reimbursement program, is a HUD-funded program authorized by the “Housing and Economic Recovery Act of 2008” (HERA). NSP provides funds to purchase foreclosed or abandoned homes and to rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of neighboring home values, as well as facilitate direct homebuyer assistance to create affordable housing opportunities. Households directly assisted with NSP funds must income qualify and be at or below 120% of the Area Median Income (AMI), as defined by HUD.</p> <p>The City of Laredo has been identified by the Texas NSP as an entity operating in Webb County meeting the threshold of greatest need, as defined by the State in the Amendment to the State of Texas 2008 CDBG Action Plan approved by HUD on January 30, 2009, and as such, qualified under the select pool to apply for \$2,127,102.00 in funding.</p> <p>The City was awarded a grant and accepted funds from TDHCA for the Texas NSP funds. In order to use the funds expeditiously, staff is requesting that the City Manager be authorized to sign all purchase agreements or earnest money contracts for the NSP so that they may be used as they were intended, to create new affordable housing opportunities for the low-income residents of the community. On 9/04/07 Council approved changes in the City’s Purchasing and Policies Procedures Manual to include increasing the contract approval threshold of the City Manager from \$25,000 to \$50,000.</p>	
<p>FINANCIAL IMPACT:</p> <p>2008 Texas Neighborhood Stabilization Program funds.....\$2,127,102.00</p>	
<p>COMMITTEE RECOMMENDATION: N/A</p>	<p>STAFF RECOMMENDATION: Staff recommends approval of Resolution.</p>

COUNCIL COMMUNICATION

RESOLUTION NO. 2010-R-05

AUTHORIZING THE CITY MANAGER TO SIGN ALL PURCHASE AGREEMENTS OR EARNEST MONEY CONTRACTS FOR THE ACQUISITION OR RE-SALE OF FORECLOSED PROPERTIES PURSUANT TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, 2008 TEXAS NEIGHBORHOOD STABILIZATION PROGRAM UTILIZING FUNDS MADE AVAILABLE BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THE PURPOSE OF THE PROGRAM IS TO ACQUIRE, REHABILITATE, AND SUBSEQUENTLY RESELL FORECLOSED PROPERTIES THAT MIGHT OTHERWISE BECOME SOURCES OF ABANDONMENT AND BLIGHT, AS WELL AS FACILITATE DIRECT HOMEBUYER ASSISTANCE TO CREATE AFFORDABLE HOUSING OPPORTUNITIES. NSP FUNDS ARE PROVIDED THROUGH A LOAN REIMBURSEMENT PROCESS

WHEREAS, The Neighborhood Stabilization Program (NSP), a loan/reimbursement program, is a HUD-funded program authorized by the "Housing and Economic Recovery Act of 2008" (HERA); and

WHEREAS, Households directly assisted with NSP funds must income qualify and be at or below 120% of the Area Median Income (AMI), as defined by HUD; and

WHEREAS, the availability and use of these funds is subject to the Community Development Block Grant regulations (24 CFR Part 570), as applicable, the federal HOME Investment Partnerships Program (HOME) regulations (24 CFR Part 92), as applicable, Chapter 2306, Texas Government Code, and other federal regulations that may also apply such as, but not limited to, 24 CFR Part 58 for environmental requirements, 24 CFR Parts 84 and 85, as applicable, for such issues as procurement and conflict of interest, and 24 CFR Parts 100-115 for fair housing; and

WHEREAS, the City of Laredo has been identified by the Texas NSP as an entity operating in Webb County meeting the threshold of greatest need, as defined by the State in the Amendment to the State of Texas 2008 CDBG Action Plan approved by HUD on January 30, 2009; and

WHEREAS, the City of Laredo was awarded a grant and accepted funds from the Texas Department of Housing and Community Affairs for the Texas Neighborhood Stabilization Program (NSP) funds which will be utilized to: (1) purchase foreclosed or abandoned homes to rehabilitate and resell these homes to low-income qualifying homebuyers; (2) facilitate direct homebuyer assistance, and; (3) demolish substandard units, in order to create affordable housing opportunities as well as stabilize neighborhoods and stem the decline of neighboring home values.

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

1. The City Manager is authorized to sign any purchase agreements or earnest money contracts for the acquisition or re-sale of foreclosed properties pursuant to the Neighborhood Stabilization Program.

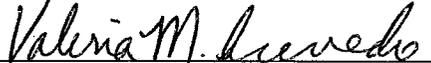
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF 2010.

Raul G. Salinas
Mayor

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Raul Casso, City Attorney



Nathan R. Bratton
Assistant City Attorney

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: MOTION(S) Authorizing the City Manager to execute an extension to the Extended Warranty Agreement between the City of Laredo and Schindler Elevator Corporation for the maintenance of the elevator and escalators located at Bridge I. This Extended Warranty Agreement will be for one (1) year effective February 1, 2010 through January 31, 2011 and will not exceed \$31,992.00. Funding is available in the FY09-10 Bridge Fund.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Mario I. Maldonado, Jr., Bridge Manager
PREVIOUS COUNCIL ACTION: N/A	
BACKGROUND: Since the opening of Bridge I, El Portal, the City has maintained an extended warranty agreement with Schindler Elevator Corporation. By maintaining this agreement, it ensures that the elevators and escalators are adequately maintained at all times. There are six elevators and two escalators located at Bridge I which are used by both employees and customers. Previous extended warranty agreement expired October 31, 2009. From November 1, 2009 to January 31, 2010, the extended warranty agreement will be handled on a month to month basis with no difference in cost.	
FINANCIAL IMPACT: Funding is available in the FY 09-10 budget line item Maintenance of Machinery & Equipment.	
COMMITTEE RECOMMENDATION: To approve extended warranty agreement with Schindler Elevator Corporation.	STAFF RECOMMENDATION: To approve extended warranty agreement with Schindler Elevator Corporation.

Schindler EW - Extended Warranty Agreement

Schindler Elevator Corporation
12961 Park Central
Suite 1460
San Antonio, TX 78216-2073
Phone: 210-301-7187
Fax: 210-490-1338

To: City of Laredo, Bridges Of The Americas
Laredo, TX 78040-5908

Agent For: _____

This warranty is in lieu of all other warranties referred to or set forth in the Contract Documents for the City of Laredo, Bridges Of The Americas project, located at 100 Convent Ave, Laredo, TX 78040-5908 and this Agreement takes precedence over, and incorporates no additional or different terms from any contract documents associated with the project.

Schindler warrants that the Equipment as furnished will comply with the contractual specification; sections; "warranty". If properly notified, Schindler will, at its expense, correct any defects and workmanship and materials occurring for 10 years from February 01, 2010, which are due to ordinary wear and tear and not to improper use, care, or vandalism. Schindler's total cumulative liability under this warranty or anything done in connection therewith, including breach, shall not exceed the price of the part upon which such liability based. The warranty provided herein shall be void if inspection / repair is performed by someone other than Schindler Elevator Corporation, in a manner less than Schindler Elevator Corporation's standards. Schindler Elevator Corporation maintains high and rigid standards for its personnel in product knowledge and training requirements. In addition, Schindler will extend the routine inspection necessary to maintain this warranty in force through January 31, 2020. ~~This warranty shall be extended for additional periods of 10 years unless terminated by either party by written notice not less than 90 (ninety) days prior to the above date or the termination date of any renewal period.~~ This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewal, upon notification to and acceptance by us of such assignment. DF

As part of its inspection requirements, Schindler will regularly examine, clean, lubricate, adjust and where conditions warrant, repair or replace broken or malfunctioning components, including: all labor and material to keep Equipment running to original specifications by Schindler, the original Equipment manufacturer. See attached Equipment list for a *Description of Equipment* covered by this agreement.

WE WILL remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our Remote Monitoring System ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. WE WILL then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our CUSTOMER SERVICE NETWORK using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service.

You will provide the proper wiring diagrams for the Equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the Equipment.

Schindler will use only competent technicians specially trained to service this Equipment. Items beyond Schindler's control, such as vandalism and abuse of the Equipment are not covered under Schindler's inspection responsibilities. Schindler will provide emergency minor warranty service and/or repair work on a twenty-four (24) hours a day, seven (7) days a week basis, excluding elevator trade holidays. A request for service will be considered an "emergency minor warranty service and/or repair work" if it is to correct a malfunction or adjust the equipment and requires immediate attention (either due to a passenger entrapment, loss of access to a floor, or complete loss of elevator service) and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete. If you authorize callbacks on elevator trade holidays, Schindler will invoice the Owner at Schindler's standard billing rates, including travel time and expenses.

For emergency repairs, please notify Schindler at 1-800-225-3123. The following information will be required:
Building identification number and a brief description of the problem.

The price of this extended warranty agreement shall be \$2,666.00 (Dollars) per month, payable in annual installments of \$31,992.00, plus any applicable sales, use or other taxes. You may alternatively choose to make semi-annual payments of \$16,155.96 (a 1% premium for a price of \$2,692.66 per month; initial here if semi-annual _____), or quarterly payments of \$8,237.94 (a 3 % premium for a price of \$2,745.98 per month; initial here if quarterly _____). The price shall be adjusted annually as of the date of the local labor rate adjustment, to reflect changes in Schindler costs for labor. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions.

The terms and conditions attached here to are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed By: Dave Flint

Approved By: Michael Shelburne

Accepted By: _____

Estimate Number: DFLT-7VULGJ (2010.1)

For: Schindler Elevator Corporation

For: City of Laredo, Bridges Of The Americas

Date: January 26, 2010

Date: _____

Date: _____

Terms and Conditions

Excluded from Schindler's inspection responsibilities are the following:

Hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; light fixtures and lamps; cover plates for signal fixtures and operating stations; smoke detectors; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; all piping and connections except that portion which is exposed in the machine room and hoistway; emergency power generators; emergency cab lighting; communication devices; intercom or music systems; air conditioners or heaters, fireman's phones and card readers. Exterior panels; skirt and deck panels; balustrades; relamping of illuminated balustrades; power switches, fuses and feeders to controllers; cleaning of exposed surfaces; escalator steps and electric walk pallets; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

Other than title, there are no additional warranties or guarantees, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

The purchaser agrees to provide Schindler with full and free access to the Equipment to render inspection/service thereon, to provide a safe work place for Schindler's employees, and to remove any hazardous materials in accordance with applicable laws and regulations.

Schindler has based its price on the assumption that, in performing the work required by this Agreement, it will not encounter conditions having an unusual or adverse effect on the Equipment or the circumstances under which it must perform the work, it shall not be responsible for any adverse effects resulting from such conditions. If Schindler encounters such conditions, it may at its option, suspend the performance of Inspection and its warranty obligations under the Agreement pending negotiation of additional charges as compensation for increases in its costs.

Possession or control of the Equipment shall remain with the Purchaser, and the Purchaser shall retain its normal responsibility and liability as Owner, Possessor, or Custodian of the Equipment. The Purchaser agrees to at all times carefully monitor the Equipment and its use and, in the event of the malfunction, operation problem, or dangerous condition, to immediately remove the unit from service, erect barriers and post warnings to prevent use of the Equipment, and promptly notify Schindler using the Schindler Customer Service Network.

Schindler hereby disclaims responsibility for accidents, injuries or malfunctions related to misuse of the Equipment or vandalism, or for obsolescence, or other causes beyond our control, or for Equipment failures not detectable upon normal examination or otherwise not found to be the result of Schindler's specific negligent act or omission.

Schindler will not be responsible for a loss, damage, detention, or delay caused by strikes, lockouts, labor troubles, or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material or workers, malicious mischief, war, governmental orders, acts of God, or by any other cause beyond its control. Schindler will in no event be liable for special, indirect, incidental or consequential damages.

You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this agreement.

If either party shall default in the performance of any of its obligations, the non-defaulting party may send written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed (10) days), does not commence to take reasonable steps to cure the default, or if having commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by a further ten (10) days written notice, may terminate this Agreement.

Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, costs of collection and any other appropriate remedies for breach of contract.

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

The following additional terms and conditions are incorporated:

This is a 10 year service agreement with no automatic renewal.

**City of Laredo, Bridges Of The Americas
Equipment List**

EQUIPMENT DESCRIPTION:

Qty	Manufacturer	Equipment Application	Description	Rise/Length		Capacity	Speed	Install#
				Openings				
City of Laredo, Bridges Of The Americas								
100 Convent Ave Laredo, TX 78040-5908								
1	Schindler	Escalator	Escalator	>20<=30			90	B6768
1	Schindler	Escalator	Escalator	>20<=30			90	C2156
3	Schindler	Hydraulic Passenger	Hydros	3F/OR		3000	150	B6727,8,9
1	Schindler	Hydraulic Passenger	Hydro	3F/OR		4000	150	C2384
1	Schindler	Hydraulic Passenger	Hydro	3F/OR		4000	150	D3851
1	Schindler	Hydraulic Passenger	Hydro	3F/OR		3000	150	B7851

(SF)

COUNCIL COMMUNICATION

DATE 02/01/10	SUBJECT: MOTION Authorizing the City Manager to execute a Renewal Agreement of a Professional Services Contract with W. D. Schock Company, Inc., originally executed on March 27, 2008, for the rendering of certain administrative and management services for the Airport Residential Sound Reduction Program, as part of the overall City of Laredo International Airport Noise Compatibility Program. Said contract renewal is for the continuation of the approved Residential Sound Reduction Program by implementing Phase VI for engineering, design, construction oversight and closeout activities for twenty-nine (29) homes that shall not exceed \$586,321.00. Funding is available in the FAA Grant #58, Professional Services/Architectural Fees Account.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta CD Director
PREVIOUS COUNCIL ACTION: On February 25, 2008, the City Council awarded a Professional Services Contract to W. D. Schock Company for the rendering of certain administrative and management services for the Airport Residential Sound Reduction Program.		
BACKGROUND: On February 25, 2008, the City Council awarded a Professional Services Contract to W. D. Schock Company, for the rendering of certain administrative and management services for the Airport Residential Sound Reduction Program. Said contract was to be in effect for a period of 18 months, beginning March 31, 2008 through September 30, 2009, with two (2) eighteen-month renewal options following the initial eighteen-month s period. On August 13, 2009, in accordance with the Section V (Period of Performance) of the contract, W. D. Schock Company, Inc., submitted a letter to the City of Laredo Community Development Department, notifying staff of their desire to exercise the first renewal option. The City has further received a proposal of \$586,321.00 for the engineering, design and construction oversight of Residential Sound Reduction for 29 homes in Phase VI of the Residential Sound Compatibility Program. In order to implement Phase VI of the above-mentioned project, it is necessary to execute a contract Renewal Agreement with W. D. Schock Company, Inc., that is not to exceed eighteen (18) months as per contract terms. The Airport Advisory Board reviewed the item on January 12, 2010 and recommends approval.		
FINANCIAL IMPACT: Funding for this project is available under Account # 433-3653-583-5511. FAA Grant #58, professional services/architectural fees.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION:

AMENDMENT NO. 1
Phase VI
PROFESSION SERVICES CONTRACT
CITY OF LAREDO INTERNATIONAL AIRPORT
RESIDENTIAL SOUND REDUCTION PROGRAM

This Professional Services Contract Amendment No. 1 is entered into the _____ day of _____, 2010, by and between the City of Laredo, a Municipal Corporation in the State of Texas, owner and operator of the City of Laredo International Airport (hereinafter referred to as the "City") and W. D. Schock Company, Inc., a Corporation doing business in the State of Texas (hereinafter referred to as the "Consultant").

WHEREAS, the City selected and engaged the Consultant by Contract dated March 27, 2008, to render certain administrative and management services for an Approved Airport Residential Sound Reduction Project at the City of Laredo International Airport; and

WHEREAS, said Contract was in effect from March 31, 2008, through September 30, 2009, with two eighteen month renewal options,

WHEREAS, the City and the Consultant agree to amend the Contract dated March 27, 2008 and effective March 31, 2008 for one renewable period of eighteen (18) months in order to continue the approved Sound Reduction Program, Phase VI, as anticipated under the original Contract; and

WHEREAS, the City and Consultant agree that Phase VI shall consist of Twenty Eight (28) residential homes of the Sound Reduction Program at Laredo International Airport.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto mutually agree to amend said Contract as follows:

- A. That Section VI. Compensation and Payment of the said Contract be amended by adding Attachment "B"-Phase VI, The Lump Sum Costs For Sound Insulation of Twenty Eight (28) Residential Homes as attached to this Amendment.
- B. That all other terms and conditions of the Contract dated March 27, 2008, shall remain the same until expiration of the term of the second renewable period.
- C. Choice of Law. As per original agreement, this Contract shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those present to be executed by the hand of the City Manager of said City, and the corporate seal of of the City to be hereunto affixed and this instrument to be attested by the City Secretary and this Consultant, acting by the hand of William D. Schock. Thereunto authorized, President and Corporate Officer does now sign, execute and deliver this document.

Signed in duplicate originals on this _____ day of _____, 2010

BY: **W. D. Schock Company, Inc.**
Consultant

ATTEST:

Harris Martin

William D. Schock

William D. Schock
President and Corporate Officer

BY: **City of Laredo**

ATTEST:

Carlos Villarreal
City Manager

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION AUTHORIZING THE CITY MANAGER TO APPROVE THE EMERGENCY MEDICAL TECHNICIAN EDUCATION PARTNERSHIP AGREEMENT ("AGREEMENT") THAT WILL SERVE AS THE INSTRUCTIONAL PARTNERSHIP BETWEEN THE CITY OF LAREDO AND LAREDO INDEPENDENT SCHOOL DISTRICT (LISD) TO OFFER EMERGENCY MEDICAL TECHNICIAN EDUCATION COURSES TO LISD CAREER AND TECHNICAL EDUCATION (CTE) STUDENTS.
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Steve E. Landin Fire Chief
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: The Emergency Medical Technician (EMT) courses, for the purpose of this agreement, are courses identified as college/level/workforce education courses provided by the City of Laredo (COL) for LISD High School students. LISD High School students who successfully complete this course and meet the 18 years of age State eligibility requirement would be able to take the National Registry exam for Emergency Medical Technician under the exam coordination of the City of Laredo. LISD will pay a course fee of \$800.00 per student	
FINANCIAL IMPACT: . Revenues collected shall be deposited in the training facility account #101-0000-332-2050.	
COMMITTEE RECOMMENDATION: That City Council approve this Motion.	STAFF RECOMMENDATION: Staff recommends that this Motion be passed.

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION AUTHORIZING THE CITY MANAGER TO GRANT A PUBLIC FIREWORKS DISPLAY PERMIT FOR THE WASHINGTON'S BIRTHDAY CELEBRATION ASSOCIATION FOR FEBRUARY 21, 2010. THE WASHINGTON'S BIRTHDAY CELEBRATION ASSOCIATION WILL BE HAVING A FIREWORKS DISPLAY SHOW AT LIFE DOWN'S. THE TECHNICIAN FOR THE FIREWORKS DISPLAY WILL BE MELROSE PYROTECHNICS, INCORPORATED.
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Steve E. Landin Fire Chief
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: The Washington's Birthday Celebration Association will be having a Fireworks Display Show at Life Down's on February 21, 2010. Melrose Pyrotechnics, Incorporated were contracted for Public Display Fireworks Permits through the Laredo Fire Department. The Laredo Fire Department reviewed the application and conducted an on scene inspection of the site on January 7, 2010 and agreed to comply with the request for a permit. A Public display of Fireworks Permit was also issued by the Texas State Fire Marshal's Office.	
FINANCIAL IMPACT: None	
COMMITTEE RECOMMENDATION: That City Council approve this Motion.	STAFF RECOMMENDATION: Staff recommends that this Motion be passed.

Texas Department of Insurance
State Fire Marshal's Office

Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit
Site Inspection Certification

1. Name of applicant Melrose Pyrotechnics, Inc.
 Address P.O. Box 302 Telephone 210-393-5522
 City Kingsbury State IN Zip Code 46345

2. Date of display February 21, 2010 Time Approx. 8:00 pm
 Alternate date of display February 22, 2010 Time _____

3. Location and/or alternate location for the display Life Downs, Laredo, TX

4. As the fire prevention officer, I approve of the display site. Yes No

5. I approve of the location and manner for storage of display fireworks before and during the display.
 Yes No

6. I approve of the potential landing area for fireworks debris. Yes No

7. The display is to be conducted in compliance with Section 34.826 and 34.827 of the Fireworks Rules.
 Yes No

8. My approval is subject to the following conditions.

List conditions, if applicable, or indicate "None" All grass/brush must be cut prior to event,
weather conditions must be favorable as per International Fire Code 2006,
Section 3308.

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

Signature of fire prevention officer *Rubén Mendiola Sr. FM* Date 01-07-10
 Printed name of fire prevention officer Ruben Mendiola Sr. Title Fire Marshal
 Department City of Laredo Fire Department Telephone No. 956-790-1900

Telephone No. 512-305-7830
 Fax No. 512-305-7922
 Web Site Address www.tdi.state.tx.us/fire

P.O. Box 302, Kingsbury, IN 46345
Telephone (219) 393-5522 (800) 771-7976
Fax (800) 775-7976
e-mail sales@melrosepyro.com

Melrose Pyrotechnics, Inc.

Fax

To: Fire Marshal Mendiola	From: Wanda Schoof
Company: Laredo Fire Department	Company: Melrose Pyrotechnics, Inc.
Fax: 956-795-2914 956-790-1905	Date: December 4, 2009 Jan 5, 2010
Re: fireworks display	Pages: 3 4 (Including Cover Page)

Dear Fire Marshal Mendiola,

Once again we have been hired by the Washington's Birthday Celebration Committee to conduct the fireworks display for the annual celebration. This year the display will be on February 21st.

Please find attached the site inspection certificate and the site diagram. Once you have completed the site inspection, please fax the signed form back to me at 800-775-7976.

We will be using the following product for this display:

- 1,300 - 1" aerial display shells
- 610 - 3" aerial display shells
- 160 - 4" aerial display shells
- 141 - 5" aerial display shells
- 98 - 6" aerial display shells
- 10 - 8" aerial display shells
- 1 - 5' X 20' set piece

Richard Cressy will once again be the licensed operator. His license number is FPO-0022.

Our insurance policy has not yet renewed, as soon as it does, I will forward you a copy of our insurance certificate.

If you need any other information or have any other questions, please give me a call.

Thank you for your time and assistance with this matter.

Sincerely,
Wanda Schoof

If you had any trouble receiving this transmission, please call (219) 393-5522

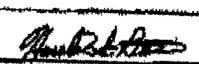
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/23/2009
PRODUCER Phone: 440-248-4711 Fax: 440-248-5406 Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Meinold Complex Kingsbury IN 46345		INSURERS AFFORDING COVERAGE INSURER: Lexington Insurance Co INSURER: Granite State Insurance Co. 23809 INSURER: Arch Specialty Ins Co INSURER: Texas Mutual Insurance Company INSURER:
		NAIC#

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, THIS 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 ADDR LIN INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1619273-12	1/15/2010	1/15/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA93487532	1/15/2010	1/15/2011	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	ULP00031482	1/15/2010	1/15/2011	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	STA000170305 (TX)	6/28/2009	6/28/2010	<input checked="" type="checkbox"/> W/ STATU- TORY LIMITS <input checked="" type="checkbox"/> OTH- ER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 DISPLAY DATE: February 22, 2010 with a rain date of February 22, 2010 LOCATION: Life Downs, Laredo, Texas ADDITIONAL
 INSURED: WBCA; County of Webb; L.I.F.E. Dome; Texas Parks and Wildlife; C.D.S.A.R. Range

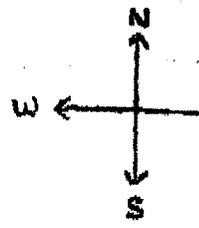
CERTIFICATE HOLDER Washington's Birthday Celebration 1819 E. Hillside Road Laredo TX 78041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 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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ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Melrose Pyrotechnics, Inc.
Site Inspection Form

Customer Name: George Washington's Birthday Celebration
Site address and name if applicable: Ladies International Fair & Exposition Grounds

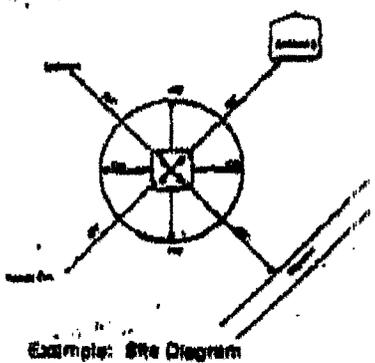
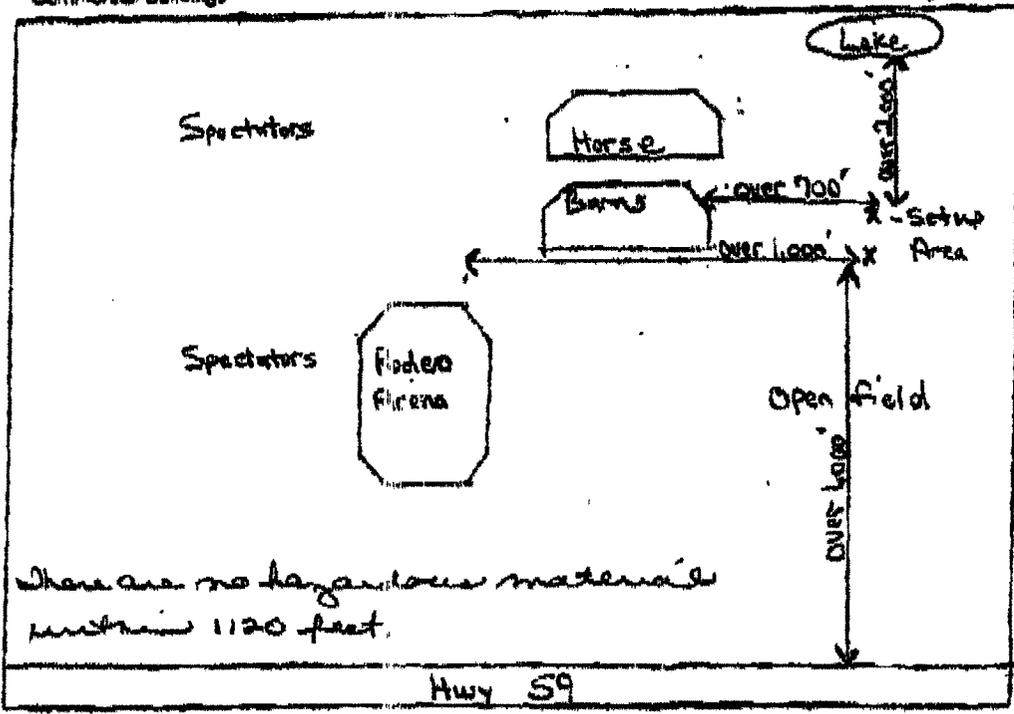


Site contact person (day of display): Eddie Villarreal

Site Diagram: (See Example) When diagramming the shooting location, mark areas where low level products shall be placed. Make sure your measurements include the following distances:

- A. Spectators
- B. Parking
- C. Residences
- D. Commercial Buildings

Mouth size shall based on measurements taken: 8



Directions to site:

Wynn Cramer
Signature of person completing form: _____
Date: 1-8-08

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTIONS Consideration to exercise the renewal option for annual contract FY09-013 to Nick Benavides, Laredo, Texas in the total amount of \$66,512.00 for providing monthly mowing and maintenance of the Manadas Creek areas. The term of the contract is for a period of twelve (12) months. The contract includes the collection of trash, debris, rubbish and other material along the creek from San Isidro from Loop 20 South to McPherson, plus additional 450 feet west of McPherson. Funding is available in the Environmental Services Department budget.													
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, Environmental Services Director Francisco Meza, Purchasing Agent													
PREVIOUS COUNCIL ACTION: Awarded a one year contract on 12/15/08. The original term of this contract was for a period with one year with a renewal option.														
BACKGROUND: Staff is recommending that this contract be extended for one additional year to Nick Benavides for monthly mowing and maintenance of the Manadas Creek. This includes the collection of trash, debris, rubbish, and other floatable material along the creek from San Isidro from Loop 20 South to McPherson, plus additional 450 feet west of McPherson.														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Vendors:</th> <th style="text-align: right;">Total Cost</th> </tr> </thead> <tbody> <tr> <td>Benavides Nick, Laredo, Texas</td> <td style="text-align: right;">\$ 66,512.00</td> </tr> <tr> <td>King Services, Laredo, Texas</td> <td style="text-align: right;">\$127,000.00</td> </tr> <tr> <td>Bulletts Coastal, Laredo, Texas</td> <td style="text-align: right;">\$130,000.00</td> </tr> <tr> <td>Zertuche Construction, Laredo, Texas</td> <td style="text-align: right;">\$166,400.00</td> </tr> <tr> <td>Hollywood Garden, Laredo, Texas</td> <td style="text-align: right;">\$208,740.00</td> </tr> </tbody> </table>			Vendors:	Total Cost	Benavides Nick, Laredo, Texas	\$ 66,512.00	King Services, Laredo, Texas	\$127,000.00	Bulletts Coastal, Laredo, Texas	\$130,000.00	Zertuche Construction, Laredo, Texas	\$166,400.00	Hollywood Garden, Laredo, Texas	\$208,740.00
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Bulletts Coastal, Laredo, Texas	\$130,000.00													
Zertuche Construction, Laredo, Texas	\$166,400.00													
Hollywood Garden, Laredo, Texas	\$208,740.00													
FINANCIAL IMPACT: Funding for this service is available in the Environmental Services Department budget.														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Department</th> <th style="text-align: left;">Account Number</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Environmental Services</td> <td>249-3840-543-5537</td> <td style="text-align: right;">\$56,512.00</td> </tr> <tr> <td>Environmental Services</td> <td>249-3840-543-5537 Contingency</td> <td style="text-align: right;"><u>\$10,000.00</u></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$66,512.00</td> </tr> </tbody> </table>			Department	Account Number	Amount	Environmental Services	249-3840-543-5537	\$56,512.00	Environmental Services	249-3840-543-5537 Contingency	<u>\$10,000.00</u>			\$66,512.00
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		\$66,512.00												
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this action be approved.													

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTIONS Consideration to authorize the purchase of one cab and chassis truck mounted with a paint striping machine from the sole bidder, Rush Truck Center of Laredo, Texas, in the total amount of \$ 259,425.00 through the BuyBoard's cooperative purchasing program's contract pricing. The truck mounted painting machine will be assigned to the Traffic Safety Department. Funding is available from 2007 Certificates of Obligation Bond Proceeds.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Roberto Murillo, Traffic Department Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: Authorized participation in the BuyBoard cooperative purchasing program.

BACKGROUND: Authorization is requested to purchase one cab and chassis truck mounted paint striping machine for the Traffic Safety Department. The paint striping machine has the capacity of painting up to seven miles of continuous four inch solid lines and has a computerized video guidance system for line accuracy.

The cab and chassis truck mounted water borne paint machine will be purchased from Rush Truck Center of Laredo, Texas, utilizing contract pricing from the BuyBoard cooperative purchasing program. Delivery is expected within a hundred and twenty days after receipt of order.

	Rush Truck Center Laredo, TX	
Description	Unit Price	
2010 Cab and Chassis	\$ 65,200.00	
Cab and Chassis (Six Year) Extended Warranty	\$ 3,540.00	
2010 Truck Mounted Water Borne Striping Machine	\$ 186,485.00	
Striping Machine (Two Year) Extended Warranty	\$ 3,800.00	
BuyBoard Fee	\$ 400.00	
Total	\$ 259,425.00	

FINANCIAL IMPACT: Funding for this equipment is available in the 2007 Certificates of obligation bond proceeds.

Department	Expense Account	Amount
Capital Outlay Machinery & Equipment	462-9810-535-9001	\$186,885.00
Capital Outlay Automotive	462-9810-535-9004	\$ 65,200.00
Traffic - Vehicle Maintenance	101-2622-523-2035	\$ 3,540.00
Traffic- Machinery & Equipment	101-2622-523-2030	\$ 3,800.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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COUNCIL COMMUNICATION

DATE: 02/1/10	SUBJECT: MOTIONS Consideration to renew contract FY08-033 to the following vendors: <ol style="list-style-type: none"> 1) Kinloch Equipment & Supply, Pasadena, Texas in the amount of \$40,000.00 2) Industrial Disposal Supply, San Antonio, Texas in the amount of \$50,000.00 3) Nueces Power Equipment, Laredo, Texas in the amount of \$40,000.00. <p>The contracts are for the purchase of original equipment manufacturer (OEM) parts and service for the City's Elgin and Tymco street sweeper and Case equipment. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services which are secured on an as needed basis. Funding is available in the Fleet Management budget.</p>
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Antonio Lara, Fleet Department Manager Francisco Meza, Purchasing Agent
--	--

PREVIOUS COUNCIL ACTION: The City Council approved a one year contract on 02/04/2008 in the amount of \$130,000.00.

BACKGROUND: This contract establishes a percentage discount on repair and replacement parts and a labor rate for travel and repair service for the various street sweeper and Case equipment. All three vendors have agreed to and signed the contract renewal notices to extend the term of this contract for one additional year. Staff is recommending that this contract be renewed.

	Kinloch Equipment		Industrial Disposal		Nueces Power Equipment	
	Parts	Labor Rate	Parts	Labor Rate	Parts	Labor Rate
Equipment	Discount %	Mileage	Discount %	Mileage	Discount %	Mileage
Elgin	0% List	\$ 75.00/hour \$ 75.00/Hr- Mileage over 300 miles	0% Dealer	\$ 70.00/hour	0% Retail	\$ 90.00 Shop \$ 110.00 Field
Tymco						
Case						

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.

Account Number: 593-2810-533-2078 – Heavy Equipment Parts/Service

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be renewed.
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COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTIONS Consideration to amend contract FY09-057 currently awarded to MG Landscaping, Laredo, Texas in the amount of \$38,750.00 for providing lawn and landscaping repairs resulting from waterline breaks for the Utilities Department. Due to an increase in repairs, the proposed amendment would increase the current contract to \$68,750.00 in order to provide funding for the remainder of the contract term. Funding is available in the department's budget.							
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent						
PREVIOUS COUNCIL ACTION: Contract FY09-057 was approved by City Management on 5/28/2009.								
BACKGROUND: The City awarded a contract for lawn and landscaping repairs caused by utility repairs. The contract is based on fixed hourly rates for a two man crew and when needed a licensed irrigator; plus any landscaping materials. The term of this contract will expire on 05/28/2010. Due to an increase in usage, this contract will fund out before the end of the contract term requiring a change order to increase the contract amount by \$30,000.00. Bids are currently being solicited for a new contract. <table data-bbox="119 948 718 1087"><tr><td>Original Contract Award</td><td>\$ 38,750.00</td></tr><tr><td>Amendment No. 1</td><td><u>\$ 30,000.00</u></td></tr><tr><td>Revised Contract Total</td><td>\$ 68,750.00</td></tr></table>			Original Contract Award	\$ 38,750.00	Amendment No. 1	<u>\$ 30,000.00</u>	Revised Contract Total	\$ 68,750.00
Original Contract Award	\$ 38,750.00							
Amendment No. 1	<u>\$ 30,000.00</u>							
Revised Contract Total	\$ 68,750.00							
FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Account Number: 557-4130-533-2011								
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: It is recommended that this contract amendment be approved.						

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Authorizing the City Manager to award and authorizing the city manager to execute all contract documents in the amount of \$60,850.00 to South Texas Laboratory, Inc., for the services for the Laboratory Testing of the Quality Testing for construction of the North Laredo 3 MGD Wastewater Treatment Plant. Funds are available in 2008 Utilities Bond.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E., Director of Utilities
PREVIOUS COUNCIL ACTION: City Council approved the construction contract to CSA Construction, Inc. in the amount of \$13,873,460.00 on 09/21/09.	
BACKGROUND: The Project consists of the construction of the North Laredo Wastewater Treatment Plant and Laboratories Services are required to ensure the quality of the work for the construction of the North Wastewater Treatment Plant 3 MGD. Staff agrees with proposal in the amount of \$60,850.00 to South Texas Laboratory, Inc.	
FINANCIAL IMPACT: Funding is available in the 2008 Utilities Bond 559-4282-538-0363	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: To award the contract.

COUNCIL COMMUNICATION

DATE: 2/1/10	SUBJECT: MOTION Approving Amendment #1 with Seca Engineering ,L.L.C to the Professional Engineering and surveying Services contract in the amount of \$7,500.00 to design and prepare plans and specifications for proposed Wastewater Collection and Water Distribution Improvements Project along Chicago Street and San Bernardo Ave. and related infrastructure improvements as part of the Markley Ln./Santa Maria Ave. Drainage Improvements Phase II ,the total contract amount is \$ 47,800.00 Funding is available in the 2009 Utility Water Bond and the 2008 Utility Sewer Bond.																		
INITIATED BY: Jesus Olivares Asst. City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director																		
PREVIOUS COUNCIL ACTION: Contract was awarded on Oct 20, 2008																			
BACKGROUND: Approving Amendment #1 to the Professional Engineering and surveying Services contract in the amount of \$7,500.00 to design and prepare plans and specifications for proposed Wastewater Collection and Water Distribution Improvements Project along Chicago Street and San Bernardo Ave. and related infrastructure improvements as part of the Markley Ln./Santa Maria Ave. Drainage Improvements Phase II, the total contract amount is \$47,800.00 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Original engineering contract amount for sewer improvements.....</td> <td style="text-align: right;">\$ 22,300.00</td> </tr> <tr> <td><u>Amendment No.1.....</u></td> <td style="text-align: right;"><u>\$ 2,500.00</u></td> </tr> <tr> <td>Total contract amount</td> <td style="text-align: right;">\$ 24,800.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Original engineering contract amount for water improvements.....</td> <td style="text-align: right;">\$ 18,000.00</td> </tr> <tr> <td><u>Amendment No.1.....</u></td> <td style="text-align: right;"><u>\$ 5,000.00</u></td> </tr> <tr> <td>Total contract amount</td> <td style="text-align: right;">\$ 23,000.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Total Contract amount for water and Sewer</td> <td style="text-align: right;">\$ 47,800.00</td> </tr> </table>		Original engineering contract amount for sewer improvements.....	\$ 22,300.00	<u>Amendment No.1.....</u>	<u>\$ 2,500.00</u>	Total contract amount	\$ 24,800.00			Original engineering contract amount for water improvements.....	\$ 18,000.00	<u>Amendment No.1.....</u>	<u>\$ 5,000.00</u>	Total contract amount	\$ 23,000.00			Total Contract amount for water and Sewer	\$ 47,800.00
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Total contract amount	\$ 23,000.00																		
Total Contract amount for water and Sewer	\$ 47,800.00																		
FINANCIAL IMPACT: Funding is available in the 2009 Utility Bond- Line Rehabilitation Acct. # 557-4187-538-0359 and the 2008 Sewer Bond- Sewer Rehabilitation Acct.# 559-4282-538-0363																			
COMMITTEE RECOMMENDATION: Operations and Finance Committee	STAFF RECOMMENDATION: To Approve Motion																		

COUNCIL COMMUNICATION

<p>DATE: 2/01/10</p>	<p>SUBJECT: MOTION Awarding a construction contract to the lowest bidder Qromex Construction Granite Shoals, Texas in the amount of \$167,196.50 for 1750 linear feet for of the 12” Water Line replacement along Flecha Lane with a construction time of 85 working days; and authorizing the city manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Funding is available in the 2009 Utility Bond-Line Rehabilitation Acct. #557-4186-538-0359.</p>														
<p>INITIATED BY: Jesus Olivares Asst. City Manager</p>	<p>STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director</p>														
<p>PREVIOUS COUNCIL ACTION: None</p>															
<p>BACKGROUND: The original scope of work for the installation of 1750 linear feet, more or less, of 12” diameter waterline along Flecha Lane. The project includes installation of various water features including: fire hydrants, gate valves, air release valves, reducers, water meter connections as noted on the plans. The lowest bid was received at \$ 167,196. The construction time is 85 working days. Funding is available in the 2009 Utility Bond-Line Rehabilitation Acct. #557-4186-538-0359.</p> <table style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="text-align: left;"><u>Contractor’s Name</u></th> <th style="text-align: right;"><u>Base Bid</u></th> </tr> </thead> <tbody> <tr> <td>1. Martinez Paving Co.,Inc</td> <td style="text-align: right;">\$191,978.98</td> </tr> <tr> <td>2. Rhino Builders,Ltd.</td> <td style="text-align: right;">\$213,172.50</td> </tr> <tr> <td>3. Qro Mex Construction</td> <td style="text-align: right;">\$167,196.50</td> </tr> <tr> <td>4. Dynser Inc.</td> <td style="text-align: right;">\$237,415.62</td> </tr> <tr> <td>5. Juan Ramirez Investments</td> <td style="text-align: right;">\$244,743.50</td> </tr> <tr> <td>6. SLC Construction, L.P.</td> <td style="text-align: right;">\$270,068.00</td> </tr> </tbody> </table> <p style="margin-top: 20px;">Staff recommends award in the amount of \$167,196.50 to Qro Mex Construction.</p>		<u>Contractor’s Name</u>	<u>Base Bid</u>	1. Martinez Paving Co.,Inc	\$191,978.98	2. Rhino Builders,Ltd.	\$213,172.50	3. Qro Mex Construction	\$167,196.50	4. Dynser Inc.	\$237,415.62	5. Juan Ramirez Investments	\$244,743.50	6. SLC Construction, L.P.	\$270,068.00
<u>Contractor’s Name</u>	<u>Base Bid</u>														
1. Martinez Paving Co.,Inc	\$191,978.98														
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4. Dynser Inc.	\$237,415.62														
5. Juan Ramirez Investments	\$244,743.50														
6. SLC Construction, L.P.	\$270,068.00														
<p>FINANCIAL IMPACT: Funding is available in the 2009 Utility Bond-Line Rehabilitation Acct. #557-4186-538-0359</p>															
<p>COMMITTEE RECOMMENDATION: Both Finance & Operations Committee Recommend approval of this Motion.</p>	<p>STAFF RECOMMENDATION: To approve motion.</p>														

COUNCIL COMMUNICATION

DATE: 2/01/10	SUBJECT: MOTION Consideration for acceptance, final payment and release of retainage in the amount of \$8,516.34 to Whitestone Construction, Ltd., for the construction of 1,096 feet of an 8 inch wastewater line from the Cortez Lift Station located at 1911 Cortez to a 42 inch line located at India and Aldama and the elimination of the Lift Station. Funding was provided under the 2004 Utility Bond.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodríguez Jr., P.E., Director of Utilities
PREVIOUS COUNCIL ACTION: 9/08/09: Contract awarded in the amount of \$ 85,163.44 to Whitestone Construction.	
BACKGROUND SUBJECT: MOTION Our Engineers (Premier) has reviewed the final completion application from Whitestone Construction, Ltd. and received the Bill Paid Affidavit and Certificate of Warranty dated for December 28, 2009 and Consent of Surety Company to Final Payment dated for December 28, 2009. In addition, all previous punch list items have been satisfactorily completed and the red-lined field copies of as-built drawings have been received. We confirm that the project has been completed.	
FINANCIAL IMPACT: Funding was provided under the 2004 Utility Bond 559-4278-538-0349.	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: To approve the motion.

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Award contract and authorize the City Manager to execute the construction contract to the second lowest bidder Reim Construction Inc. in Laredo Texas in the amount of \$480,653.50 for the construction of a 12" diameter Water Line Replacement at Unitec Industrial Center, Phase 2 & 3. The construction time is 60 working days. Funding is available in the 2009 Utility Bond.																		
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E., Director of Utilities																		
PREVIOUS COUNCIL ACTION: None																			
<p>BACKGROUND: The Project consists of installing a 12 inch water line replacement at Unitec Industrial Center, Phase 2 & 3.</p> <p>Bids were received and opened on November 24, 2009, at 10:00AM at the City Secretary's Office as follows:</p> <p style="margin-left: 40px;">CONTRACTORS</p> <table style="margin-left: 40px; width: 80%;"> <tr><td>1. Dynser Inc.</td><td style="text-align: right;">\$ 417,108.59</td></tr> <tr><td>2. Reim Construction Inc.</td><td style="text-align: right;">\$ 480,653.50</td></tr> <tr><td>3. Martinez Paving Co.</td><td style="text-align: right;">\$ 483,287.54</td></tr> <tr><td>4. Qro Mex Construction Co. Inc.</td><td style="text-align: right;">\$ 505,805.00</td></tr> <tr><td>5. Closner Construction Co. LC</td><td style="text-align: right;">\$ 567,174.90</td></tr> <tr><td>6. Granbury Contracting & Utilities Inc.</td><td style="text-align: right;">\$ 615,370.00</td></tr> <tr><td>7. SLC Construction, L.L.C.</td><td style="text-align: right;">\$ 642,811.83</td></tr> <tr><td>8. Rhino Builders, Ltd.</td><td style="text-align: right;">\$ 652,125.00</td></tr> <tr><td>9. Zertuche Construction, LLC</td><td style="text-align: right;">\$ 686,915.00</td></tr> </table> <p>Therefore, staff recommends award the contract in the amount of \$ 480,653.50 to Reim Construction Inc.</p>		1. Dynser Inc.	\$ 417,108.59	2. Reim Construction Inc.	\$ 480,653.50	3. Martinez Paving Co.	\$ 483,287.54	4. Qro Mex Construction Co. Inc.	\$ 505,805.00	5. Closner Construction Co. LC	\$ 567,174.90	6. Granbury Contracting & Utilities Inc.	\$ 615,370.00	7. SLC Construction, L.L.C.	\$ 642,811.83	8. Rhino Builders, Ltd.	\$ 652,125.00	9. Zertuche Construction, LLC	\$ 686,915.00
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8. Rhino Builders, Ltd.	\$ 652,125.00																		
9. Zertuche Construction, LLC	\$ 686,915.00																		
FINANCIAL IMPACT: Funding is available in the 2009 Utility Bond 557-4187-538.03-59																			
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: To award the contract.																		



December 6, 2009

City of Laredo Utilities Department
 5816 Daugherty
 Laredo, TX 78044

Attn.: Tomas M. Rodriguez, PE
 Utilities Director

Sent Via Hand Delivery

Subject: Bid Recommendation
12" Water Line Replacement Unitec Industrial Center, Phase 2 & 3

Dear Mr. Rodriguez;

Sealed bids for the above referenced project were received until 3:00 PM, Monday, November 23, 2009. The bids were publicly opened at 10:00 AM on Tuesday, November 24, 2009. The bid opening resulted in the submission of nine (9) bids in response to the publicly advertised invitation to Bid for the project. Bid pricing was then tabulated, and checked for errors. Bids received from this bid opening for the project are summarized from lowest to highest after corrections, if any, as follows:

Contrator	Bid Errors	Initial Bid Amount	Corrected Bid Amount
Dynser Inc.	No	\$417,108.59	---
Reim Construction Inc.	No	\$480,653.50	---
Martinez Paving Co.	Yes	\$483,287.94	\$483,286.54
Qro Mex Construction Co Inc.	Yes	\$505,805.00	\$505,805.00
Closer Construction Co. LC	No	\$567,174.90	---
Granbury Contracting & Utilities Inc.	No	\$615,370.00	---
SLC Construction, L.L.C.	No	\$642,811.83	---
Rhino Builders, Ltd.	Yes	\$596,125.00	\$652,125.00
Zertuche Construction, LLC	No	\$686,915.00	---

Based on the above summary, Dynser, Inc. is the apparent low bidder with a Base Bid amount of \$471,108.59. Review of Dynser's work performance suggests that Dynser may not be the best option for this particular project. This project requires a tight work schedule with demanding coordination with the City of Laredo Utilities Department and the property owners affected by this project. Dynser's current project with the City of Laredo in which Howland is a sub-consultant construes questionable supervision and coordination in a less aggressive work environment.

Our review of the next lowest bidder, Reim Construction, Inc., was warranted due to the above. Reim's work performance suggests a more desirable option due to their work experience and a current upcoming City of Laredo project in the same area in which Reim Construction, Inc. was awarded.

With the understanding that the next lowest bidder is approximately 15% more, Howland recommends selecting the second lowest bidder, Reim Construction, in the amount of \$480,653.50. However, please note difference in bid amounts is considered high which should not be taken lightly in municipality projects. The City of Laredo, as Owner, should weigh this issue.

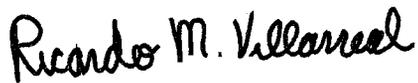
All contractual documents must be approved by the Owner/City of Laredo prior to awarding the project.

Should you have any questions or require additional information, please do not hesitate to contact me. Thank you.

Sincerely,
Howland Engineering and Surveying Co.
TBPE Firm Registration No. F-4097



Roberto P. Martinez, Jr., P.E.
Project Manager



Ricardo M. Villarreal P.E., S.I.T.
Project Engineer

COUNCIL COMMUNICATION

DATE: 02/01/2010	SUBJECT: MOTION Consideration to ratify the City Manager's approval of an emergency purchase authorization to Ellis & Ellis, Inc., Laredo, TX in the estimated amount of \$70,367.50 for emergency repairs on a sewer pipe crossing State HWY 83 on Cleveland St. The pipe line has severe deterioration and has plugged three times and is in danger of collapsing. TxDOT has approved to bore through and install a steel casing crossing the State HWY. Funding is available in the 2008 Utility Bond proceeds.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: Emergency repairs were needed on a sewer pipe crossing State HWY 83 on Cleveland Street. The pipe line has severe deterioration and has plugged three times and is in danger of collapsing. TxDOT has approved to bore through and install a steel casing crossing the State HWY. City Management has authorized an emergency purchase authorization to proceed with the necessary repairs. The repairs include boring, the installation of a steel casing, and the replacement of the affected sewer line and the construction of two manholes. Ellis & Ellis, Inc. \$70,367.50 Laredo, TX	
FINANCIAL IMPACT: Funding is available in the 2008 Utility Bond proceeds. Acct # 559-4282-538-0363 Construction Projects – Sewer Rehabilitation	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Ratification of this action.

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Consider the ratification of change order no. 4 a decrease of \$51,687.46 for the balance of quantities actually constructed in place, approval of eight (8) calendar days of liquidated damages (eight (8) calendar days @ \$3,000.00 = \$24,000.00), approving and accepting the Laredo International Airport General Aviation Apron Reconstruction Phase IV as complete, approval of release of retainage and approval of final payment in the amount of \$159,288.84 to Price Construction, Ltd., Big Spring, Texas. Final construction contract amount is \$3,641,776.84. Funding is available in the Airport Construction Fund Grant No. 57.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager
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PREVIOUS COUNCIL ACTION:
On July 6, 2009, City Council approved change order no. 3 an increase of \$187,756.70 to include 15" portland cement concrete pavement quantities, approximately 2,749 s.y. to the construction contract with Price Construction, Ltd., Big Spring, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase IV.

BACKGROUND:
The original project consisted 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 was 15" PCC pavement, 6" asphalt stabilized base, and 12" compacted subgrade. Items of work included pavement removal, excavation, subgrade compaction, asphalt stabilized base, Portland Cement concrete pavement pavement markings, tie-down anchors, and other associated items of work.

Plans and specifications were prepared by Carter & Burgess, Inc., Fort Worth, Texas.

This change order no. 4 is for the balance of quantities actually constructed in place and also due in part to the eight (8) calendar days of liquated damages, which was discussed with and agreed to by the general contractor.

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	
Change order no. 3.....	\$ 187,756.70
(Approved by City Council on July 6, 2009)	
To include 15" portland cement concrete pavement quantities, approximately 2,749 s.y.	
This change order no. 4.....	\$ (27,687.46)
Final construction contract amount.....	\$3,665,776.84

FINANCIAL IMPACT:
Funding is available in the Airport Construction Fund Grant No. 57.
Account No. 433-3652-585-9301

COMMITTEE RECOMMENDATION: Approved by the Airport Advisory Committee on Tuesday, January 12, 2010. Approved by the Operations Committee on Tuesday, January 26, 2010, and by the Finance Committee on Wednesday, January 27, 2010.	STAFF RECOMMENDATION: Approval of Motion.
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COUNCIL COMMUNICATION

<p>DATE: 02/01/10</p>	<p>SUBJECT: MOTION Consideration for approval of amendment no. 1 an increase of \$43,850.03 to the professional services contract with URS Corporation, Dallas, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase 6 to add to the scope of work the reconstruction of approximately 10,000 square yards of the existing General Aviation Apron which represents an increase of 50% from 20,000 square yards to over 30,000 square yards. Current engineering contract amount is \$171,327.47 Funding is available in the Airport Construction Fund FAA Grant No. 53.</p>								
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>								
<p>PREVIOUS COUNCIL ACTION: On August 17, 2009, City Council awarded a professional services contract to URS Corporation, Dallas, Texas, for an amount not to exceed \$127,477.44 for design and preparation of plans and specifications for the Laredo International Airport General Aviation Apron Reconstruction Phase 6.</p>									
<p>BACKGROUND: The original proposed scope of services is to include, but not limited to: The reconstruction of approximately 20,000 square yards of the existing General Aviation aircraft parking apron, pavement markings and un-powered reflective markers to designate the limits of non-structural pavement areas adjacent to Taxiway A, between Taxiways D and E. This amendment No. 1 is to add to the scope of work the reconstruction of approximately 10,000 square yards of the existing General Aviation Apron which represents an increase of 50% from 20,000 square yards to over 30,000 square yards.</p> <table border="0" data-bbox="103 1259 1260 1408"> <tr> <td>Original engineering contract amount.....</td> <td align="right">\$127,477.44</td> </tr> <tr> <td>(Awarded by City Council on August 17, 2009)</td> <td></td> </tr> <tr> <td>This amendment no. 1.....</td> <td align="right">\$ <u>43,850.03</u></td> </tr> <tr> <td>Current engineering contract amount.....</td> <td align="right">\$171,327.47</td> </tr> </table>		Original engineering contract amount.....	\$127,477.44	(Awarded by City Council on August 17, 2009)		This amendment no. 1.....	\$ <u>43,850.03</u>	Current engineering contract amount.....	\$171,327.47
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(Awarded by City Council on August 17, 2009)									
This amendment no. 1.....	\$ <u>43,850.03</u>								
Current engineering contract amount.....	\$171,327.47								
<p>FINANCIAL IMPACT: Funding is available in the Airport Construction Fund FAA Grant No. 53. Account No. 433-3684-585-9301</p>									
<p>COMMITTEE RECOMMENDATION: Approved by the Airport Advisory Committee on Tuesday, January 12, 2010, and by the Operations Committee on Tuesday, January 26, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>								

COUNCIL COMMUNICATION

<p>DATE: 02/01/10</p>	<p>SUBJECT: MOTION Consideration for approval and acceptance of the Laredo International Airport Runway 14-32 Reconstruction as complete, approval of release of retainage and approval of final payment in the amount of \$145,264.84 to Price Construction, Ltd., Big Spring, Texas. Final construction contract amount is \$2,905,296.78. Funding is available in the Airport Construction Fund - FAA Grant No. 53.</p>																		
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>																		
<p>PREVIOUS COUNCIL ACTION: On November 3, 2008, City Council approved change order no. 1 an increase of \$555,623.97 to increase the quantity of concrete pavement to be reconstructed and to add forty-five (45) calendar days to the construction contract with Price Construction, Ltd., Big Spring, Texas, for the Laredo International Airport Runway 14-32 Reconstruction.</p>																			
<p>BACKGROUND: The original project consisted of the reconstruction of the keel section and intersections on a portion of Runway 14-32. Approximately 29,000 square yards of concrete is was removed and replaced with a pavement section consisting of 6 inches of concrete on 4 inches aggregate base course on compacted subgrade. Items of work also included pavement removal, embankment, subgrade compaction, aggregate base, portland cement concrete pavement, in-pavement lights, direct bury duct banks, a bored duct bank, and other related miscellaneous items of work. It also included removing approximately 36,000 square yards of concrete pavement and 12,000 square yards of bituminous pavement on taxiways that were no longer in use.</p> <p>Plans and specifications were prepared by Carter and Burgess, Fort Worth, Texas.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original construction contract amount.....</td> <td style="text-align: right;">\$2,372,794.51</td> </tr> <tr> <td colspan="2">(Approved by City Council on July 7, 2008)</td> </tr> <tr> <td>Change order no. 1.....</td> <td style="text-align: right;">\$ 555,623.97</td> </tr> <tr> <td colspan="2">(Approved by City Council on November 3, 2008)</td> </tr> <tr> <td colspan="2"> To increase the quantity of concrete pavement to be reconstructed and to add forty-five (45) calendar days to the construction contract time.</td> </tr> <tr> <td>Change order no. 2.....</td> <td style="text-align: right;"><u>\$ (23,121.70)</u></td> </tr> <tr> <td colspan="2">(Approved by the City Manager on June 9, 2009)</td> </tr> <tr> <td colspan="2"> Adjustments for quantity over/under runs and to add twenty-eight (28) calendar days to the construction contract time.</td> </tr> <tr> <td>Final construction contract amount.....</td> <td style="text-align: right;">\$2,905,296.78</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original construction contract amount.....	\$2,372,794.51	(Approved by City Council on July 7, 2008)		Change order no. 1.....	\$ 555,623.97	(Approved by City Council on November 3, 2008)		To increase the quantity of concrete pavement to be reconstructed and to add forty-five (45) calendar days to the construction contract time.		Change order no. 2.....	<u>\$ (23,121.70)</u>	(Approved by the City Manager on June 9, 2009)		Adjustments for quantity over/under runs and to add twenty-eight (28) calendar days to the construction contract time.		Final construction contract amount.....	\$2,905,296.78
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Final construction contract amount.....	\$2,905,296.78																		
<p>FINANCIAL IMPACT: Funding is available in the Airport Construction Fund - FAA Grant No. 53. Account No. 433-3684-585-9301</p>																			
<p>COMMITTEE RECOMMENDATION: Approved by the Airport Advisory Committee on Tuesday, January 12, 2010. Approved by the Operations Committee on Tuesday, January 26, 2010, and by the Finance Committee on Wednesday, January 27, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>																		

COUNCIL COMMUNICATION

<p>DATE: 02/01/10</p>	<p>SUBJECT: MOTION Consideration for approval of amendment no. 1 an increase of \$195,581.54 to the professional services contract with URS Corporation, Dallas, Texas, for the Laredo International Airport Airfield Electrical Vault Improvements and Runway 17R-35L Lighting and Signage Improvements to add the construction phase of the project and the Resident Project Representative. Current engineering contract amount is \$412,436.65. Funding is available in the Airport Construction Fund FAA Grant No. 57.</p>								
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>								
<p>PREVIOUS COUNCIL ACTION: On July 6, 2009, City Council awarded 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.</p>									
<p>BACKGROUND: The original proposed scope of services is to include, but not limited to:</p> <p>Airfield Electrical Vault Improvements 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>Runway 17R-35L Lighting and Signage Improvements 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>This amendment no. 1 to add the construction phase of the project and the Resident Project Representative.</p> <table border="0"> <tr> <td>Original engineering contract amount.....</td> <td align="right">\$216,855.11</td> </tr> <tr> <td>(Awarded by City Council on July 6, 2009)</td> <td></td> </tr> <tr> <td>This amendment no. 1.....</td> <td align="right"><u>\$195,581.54</u></td> </tr> <tr> <td>Current engineering contract amount.....</td> <td align="right">\$412,436.65</td> </tr> </table>		Original engineering contract amount.....	\$216,855.11	(Awarded by City Council on July 6, 2009)		This amendment no. 1.....	<u>\$195,581.54</u>	Current engineering contract amount.....	\$412,436.65
Original engineering contract amount.....	\$216,855.11								
(Awarded by City Council on July 6, 2009)									
This amendment no. 1.....	<u>\$195,581.54</u>								
Current engineering contract amount.....	\$412,436.65								
<p>FINANCIAL IMPACT: Funding is available in the Airport Construction Fund FAA Grant No. 57. Account No. 433-3652-585-9301</p>									
<p>COMMITTEE RECOMMENDATION: Approved by the Airport Advisory Committee on Tuesday, January 12, 2010. Approved by the Operations Committee on Tuesday, January 26, 2010, and by the Finance Committee on Wednesday, January 27, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>								

COUNCIL COMMUNICATION

DATE: 02/1/10	SUBJECT: MOTIONS Consideration to renew contract FY08-040 currently awarded to Holt Co. of Texas, Laredo, Texas, in the estimated amount of \$200,000.00 for the purchase of original equipment manufacturer (OEM) parts and service for the City's Caterpillar equipment fleet. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services which are secured on an as needed basis. Funding is available in the Fleet Management budget.											
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, City Engineer Antonio Lara, Fleet Department Manager Francisco Meza, Purchasing Agent											
PREVIOUS COUNCIL ACTION: The City Council approved contract FY08-040 on 02/19/08 in the amount of \$200,000.00.												
BACKGROUND: This contract establishes a percentage discount on repair and replacement parts and a labor rate for travel and repair service for Caterpillar equipment utilized by various city departments. This is the second of two renewal periods. The vendor has agreed to and signed the contract renewal notice to extend the term of this contract for one additional year. Staff is recommending that this contract be renewed. <table data-bbox="79 808 718 1160"><tr><td colspan="2" style="text-align: center;">Holt Co. of Texas Caterpillar Equipment</td></tr><tr><td>Discount offered</td><td style="text-align: center;">0%</td></tr><tr><td>Price Schedule</td><td style="text-align: center;">Dealer List</td></tr><tr><td>Labor Rate</td><td style="text-align: center;">\$ 95.00- Shop \$105.00-Field</td></tr><tr><td>Mileage Rate</td><td style="text-align: center;">\$3.50 per mile to/from</td></tr></table>			Holt Co. of Texas Caterpillar Equipment		Discount offered	0%	Price Schedule	Dealer List	Labor Rate	\$ 95.00- Shop \$105.00-Field	Mileage Rate	\$3.50 per mile to/from
Holt Co. of Texas Caterpillar Equipment												
Discount offered	0%											
Price Schedule	Dealer List											
Labor Rate	\$ 95.00- Shop \$105.00-Field											
Mileage Rate	\$3.50 per mile to/from											
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. Account Number: 593-2810-533-2078 – Heavy Equipment Parts/Service Account Number: 593-2810-533-2071-Parts/Batteries												
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be renewed.											

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Award of construction contract to the lowest bidder Rhino Builders, Ltd., Laredo, Texas, in the amount of \$66,490.00 for the Eistetter Park Restroom Facility Approximately 343 s.f. with a construction contract time of eighty (80) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Community Development 34 th Action Year.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director
--	--

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project consists of a 343 sf. building with ADA accessible restroom improvements. This building will include CMU walls, site work, water and sewer utility extensions and electrical services. It also includes sidewalk extensions to connect existing pathways and adjustments of existing utilities as required. This is a Community Development funded project.

Plans and specifications were prepared by Slay Engineering Company, Inc., Laredo, Texas.

Five (5) bids were received at the City Secretary's Office at 4:00 P.M. on Tuesday, December 29, 2009, and publicly opened, read, and taken under advisement on Wednesday, December 30, 2009, at 10:00 A.M. as follows:

Contractor (Bidder)	Base Bid
Rhino Builders, Ltd. Laredo, Texas	\$66,490.00
4 Big Construction & Enterprises, LLC. Zapata, Texas	\$93,011.67
Laredo Accurate Inspection, Inc. Laredo, Texas	\$110,942.00
Zertuche Construction Laredo, Texas	\$117,094.04
CG Construction, Inc. Laredo, Texas	\$169,487.57

The bid and bid warranty for Rhino Builders, Ltd., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$66,490.00 to Rhino Builders, Ltd., Laredo, Texas. The bid by Rhino Builders is 29% (approximately \$26,882.62) below the consultant's estimate.

Bid submitted by Rhino Builders, Ltd., herewith attached.

Construction contract time is eighty (80) working days after notice to proceed is issued.

FINANCIAL IMPACT:
Funding is available in the Community Development 34th Action Year.
Account No. 211-9480-555-1411

COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, January 26, 2010, and by the Finance Committee on Wednesday, January 27, 2010.	STAFF RECOMMENDATION: Approval of Motion.
---	---

#4

PROPOSAL

To: The City of Laredo, Texas
Honorable Raul G. Salinas, Mayor

From: Umo Builders, Ltd
Contractor

Address: P.O. Box 451025
Laredo, TX, 78045

Project: **EISTETTER PARK FACILITY EXPANSION**

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas, to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, or the contract documents).

Acknowledgement of Addenda: (Please initial & date)

Addendum No. 1: 12/09/2009 UG

Addendum No. 2: 12/10/2009 UG

Addendum No. 3: 12/21/2009 UG

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgement of other documents: (Please initial & date)

Wage Determination(s): TX080116 07/24/2009 TX116, TX080029 07/24/2009 TX29

Labor Provisions: CDBG - HUD 4010

Affirmative Action Program: Section 3 & Executive Order 11246

PROJECT: EISTETTER PARK FACILITY EXPANSION

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

MIGUEL A. GOMEZ

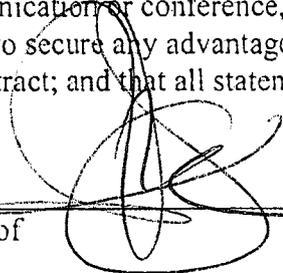
being first duly sworn, deposes and says

That he is MANAGING PARTNER

(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

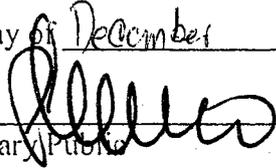
Signature of



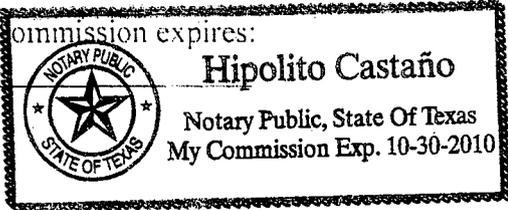
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 29 day of December, 2009.

Notary Public



My Commission expires:



EISTETTER PARK FACILITY EXPANSION

BID SCHEDULE

Item #	Unit	Quantity	Description	Unit Price	Total Price
--------	------	----------	-------------	------------	-------------

IMPROVEMENTS

1 LF 20 4" SEWER LINE

COMPLETE AND
 IN PLACE AT 20 DOLLARS AND
zero CENTS PER UNIT. \$ 10.00 \$ 200.00

2 LF 263 6" SEWER LINE

COMPLETE AND
 IN PLACE AT Twenty DOLLARS AND
zero CENTS PER UNIT. \$ 20.00 \$ 5,260.00

3 EA 6 CLEANOUT

COMPLETE AND
 IN PLACE AT One hundred fifty DOLLARS AND
zero CENTS PER UNIT. \$ 150.00 \$ 900.00

4 EA 1 SEWER SERVICE CONNECTION

IN PLACE AT four thousand DOLLARS AND
zero CENTS PER UNIT. \$ 4,000.00 \$ 4,000.00

5 EA 1 1 1/2" WATER TAP & SERVICE CONNECTION

IN PLACE AT five thousand DOLLARS AND
zero CENTS PER UNIT. \$ 5,000.00 \$ 5,000.00

6 EA 1 1 1/2" REDUCE PRESSURE ASSEMBLY
 (4000B, AMES OR APPROVED EQUAL)

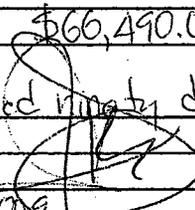
IN PLACE AT Eight hundred DOLLARS AND
zero CENTS PER UNIT. \$ 800.00 \$ 800.00

EISTETTER PARK FACILITY EXPANSION

Item #	Unit	Quantity	Description	Unit Price	Total Price
7	EA	1	1 1/2" WATER METER IN PLACE AT <u>Two thousand eight hundred</u> DOLLARS AND <u>zero</u> CENTS PER UNIT.	\$ <u>2,800.00</u>	\$ <u>2,800.00</u>
8	LF	466	ELECTRICAL CONDUIT AND TRENCHING IN PLACE AT <u>five</u> DOLLARS AND <u>zero</u> CENTS PER UNIT.	\$ <u>5.00</u>	\$ <u>2,330.00</u>
9	LS*	1	SELECTIVE DEMOLITION & TRAFFIC CONTROL PLAN * LUMP SUM TO INCLUDE ALL ITEMS ON PLANS AND SPECS SUCH AS THE FOLLOWING ITEMS BUT NOT LIMITED TO THE ONES MENTIONED: ALL MATERIALS AND WORKMANSHIP FOR THE DEMOLITION AND TRAFFIC CONTROL, SIGNS, FLAGGING, PERMITS, STREET CUTTING, CONCRETE SIDEWALK CUTTING, LANDFILL TRANSPORTATION AND FEES, ALL INCIDENTALS AND EVERYTHING SHOWN ON PLANS AND SPECIFICATIONS. IN PLACE AT <u>Three thousand</u> DOLLARS AND <u>zero</u> CENTS PER UNIT.	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
10	SF	297	SIDEWALK IN PLACE AT <u>four</u> DOLLARS AND <u>zero</u> CENTS PER UNIT.	\$ <u>4.00</u>	\$ <u>1,200.00</u>
11	LS*	1	SITE WORK NOT SPECIFICALLY NOTED ELSEWHERE * LUMP SUM TO INCLUDE ALL ITEMS ON PLANS AND SPECS SUCH AS THE FOLLOWING ITEMS BUT NOT LIMITED TO THE ONES MENTIONED: ALL MATERIALS AND WORKMANSHIP FOR SITEWORK, UTILITY METERS, CITY PERMITS, ALL INCIDENTALS AND EVERYTHING SHOWN ON PLANS AND SPECIFICATIONS. IN PLACE AT <u>Three thousand</u> DOLLARS AND <u>zero</u> CENTS PER UNIT.	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>

EISTETTER PARK FACILITY EXPANSION

Item #	Unit	Quantity	Description	Unit Price	Total Price
12	LS*	1	PIER FOUNDATION-RESTROOMS * LUMP SUMP TO INCLUDE ALL ITEMS ON PLANS AND SPECS SUCH AS THE FOLLOWING ITEMS BUT NOT LIMITED TO THE ONES MENTIONED: ALL MATERIALS AND WORKMANSHIP FOR THE FOUNDATION, CONCRETE, STEEL REINFORCEMENT, DRILLING, PERMITS, ALL INCIDENTALS, AND EVERYTHING SHOWN ON PLANS AND SPECIFICATIONS. IN PLACE AT <u>Twelve thousand</u> DOLLARS AND <u>Zero</u> CENTS PER UNIT.	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
13	LS*	1	BUILDING-RESTROOMS * LUMP SUMP TO INCLUDE ALL ITEMS ON PLANS AND SPECS SUCH AS THE FOLLOWING ITEMS BUT NOT LIMITED TO THE ONES MENTIONED: ALL MATERIALS AND WORKMANSHIP FOR PLUMBING, INTERIOR FINISH OUT, EXTERIOR SHELL, CONCRETE WORK, ROOFING, CITY PERMITS, BUILDING PERMITS, ALL INCIDENTALS AND EVERYTHING SHOWN ON PLANS AND SPECIFICATIONS. IN PLACE AT <u>Twenty Six thousand</u> DOLLARS AND <u>Zero</u> CENTS PER UNIT.	\$ <u>26,000.00</u>	\$ <u>26,000.00</u>

Total Base Bid in Numbers:	\$66,490.00
Total Base Bid Written in Words:	Sixty Six thousand four hundred ninety dollars and zero cents
Authorized Signature/Title:	 MIGUEL GOMEZ / MANAGER BY PATRICK
Date:	12/29/2009
Contractor's Company Name (type):	Ramo Builders, Ltd
City, State & Zip Code (type):	Laredo, Texas, 78041
Telephone Number:	956-727-5448
Fax Number:	956-727-4442

ALL WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER, AND WHEN ALL CONSTRUCTION DEBRIS AND OTHER CONSTRUCTION MATERIALS ARE CLEARED FROM SITE. ADHERENCE TO STORM WATER POLLUTION PREVENTION ORDINANCE, CONSTRUCTION TRAFFIC CONTROLS (SIGNS, BARRICADES, CONES), AND SITE PREPARATION (CLEARING, GRUBBING, SUB-GRADE EXCAVATION) AS REQUIRED, ARE SUBSIDIARY TO UNIT COSTS FOR SIDEWALKS, HEADER WALLS, AND RETAINING WALL CONSTRUCTION.

BID FOR UNIT PRICE CONTRACTS

Amounts are to be shown in both words and numeric figures. In case of discrepancy, the amount shown in words will govern. The above unit prices shall include all labor, materials, non-exempt taxes, overhead, profit, insurance, etc., to deliver the materials in this proposal, BIDDER understands that the OWNER reserves the right to reject any of all bids.

The BIDDER agrees that this BID shall be a firm offer and may not be withdrawn or adjusted for a period of at least thirty (30) calendar days after the scheduled closing time for receiving BIDS.

INFORMATION FROM BIDDERS
(MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL)

PROJECT: EISTETTER PARK FACILITY EXPANSION

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: City of Laredo 7 Flags Park remodel
Value of Contract: \$4521,000.00
Date Completed: 4/2005

2. Name of Project: City of Laredo Eistetter Park shade
Value of Contract: \$9,000.00
Date Completed: 10/2008

3. Name of Project: Laredo Community College LBV Surface Ctr Expansion
Value of Contract: \$285,000.00
Date Completed: 7/2009

Experience Data: Include name and experience record of the Superintendent)

Miguel Gomez: 10+ Experience General Contractor
Perfect Score with City, County & state at
multimillion contracts.
15+ Experience Engineer.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

PROJECT: EISTETTER PARK FACILITY EXPANSION

Proposed Progress Schedules:

Job to be completed in 90 working days.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and condition and location)

- 1- Dump truck
- 2- Backhoes
- 1- Sheepsfoot roller
- 1- Service truck

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

- Borick & Hie
- Chauarriz Plumbing
- Ramos Concrete
- Fergusson Waterworks



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NOTICE TO CUSTOMER
THE FILING OF A "DECLARATION OF LOSS" FORM AFTER 90 DAYS FROM
THE DATE OF ISSUANCE CAN BE FILED FOR THE REPLACEMENT OF THIS
CHECK IN THE EVENT IT IS LOST, STOLEN OR DESTROYED.

No. 010110388

GERARDO MARTINEZ

December 29, 2009

REMITTER

DATE

PAY TO THE ORDER OF CITY OF LAREDO

*****\$3,400.00

Three Thousand Four Hundred and 00/100ths Dollars

Memo: EISTETTER PARK

Issued By: Eric Aguilera

CASHIER'S CHECK



Karla Aguilar
AUTHORIZED SIGNATURE

⑈010110388⑈ ⑆114902528⑆ 705803901⑈

COUNCIL COMMUNICATION

<p>DATE: 02/01/10</p>	<p>SUBJECT: MOTION Consideration for approval of the City of Laredo Landfill Cells 13 and 14 as complete and approval of change order no. 1 a decrease of \$238,920.26 for the balance of quantities actually constructed in place, release of retainage, and approval of final payment in the amount of \$158,193.63 to L.D. Kemp Excavating, Inc., Fort Worth, Texas. Final construction contract amount is \$1,564,399.28. Funding is available in the Solid Waste Fund.</p>								
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Stephen R. Geiss, Interim Solid Waste Manager</p>								
<p>PREVIOUS COUNCIL ACTION: On May 18, 2009, City Council awarded a construction contract to the lowest bidder L.D. Kemp Excavating, Inc., Fort Worth, Texas, in the amount of \$1,803,319.54 for the City of Laredo Landfill Cells 13 and 14.</p>									
<p>BACKGROUND: The original project consisted of construction of New Type I Cell(s) 13 and 14 at the City of Laredo Municipal Landfill located at 6912 Hwy. 359, but not limited to the following:</p> <ul style="list-style-type: none"> *Excavation and preparation of the cell subgrade. *Placement of the bottom and sideslope liner system composed of geosynthetic clay liner, geomembrane liner, protective soilcover, including liner tie-ins and markers. *Installation of a leachate collection and removal system including, drainage geocomposite, piping, riser, pumps, and forcemain. *Cell entrance/exit ramp and tie-in to existing haul road. <p>Plans and specifications were prepared by SCS Engineers, Bedford, Texas.</p> <p>This change order no. 1 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">\$1,803,319.54</td> </tr> <tr> <td>(Awarded by City Council on May 18, 2009)</td> <td></td> </tr> <tr> <td>This change order no. 1.....</td> <td align="right">\$ (238,920.26)</td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$1,564,399.28</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original construction contract amount.....	\$1,803,319.54	(Awarded by City Council on May 18, 2009)		This change order no. 1.....	\$ (238,920.26)	Final construction contract amount.....	\$1,564,399.28
Original construction contract amount.....	\$1,803,319.54								
(Awarded by City Council on May 18, 2009)									
This change order no. 1.....	\$ (238,920.26)								
Final construction contract amount.....	\$1,564,399.28								
<p>FINANCIAL IMPACT: Funding is available in the Solid Waste Fund (2007 C.O.) – Landfill Cells. Account No. 556-2591-535-9309</p>									
<p>COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, January 26, 2010, and by the Finance Committee on Wednesday, January 27, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>								

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Consideration to authorize the City Manager to enter into contract with FirstCall Network, Inc., Baton Rouge, Louisiana, for emergency notification services; and authorize the City Manager to sign all contract documents. The term of this contract shall be for one year in the amount of \$24,200.00, with an option to renew for two additional years at the same guaranteed rate. This option pricing includes 50,000 minutes per year with roll over from year to year, and additional minutes blocks in the amount of 10,000 minutes at a cost of \$550.00 per block. Funding is available in General Fund.
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INITIATED BY: Horacio A. De Leon, Assistant City Manager	STAFF SOURCE: Heberto L. Ramirez, IST Director
--	--

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received nine proposals for providing emergency notification services for the city of Laredo. The proposals were evaluated by a staff committee comprised of Jessica L. Hein, CASS Manager, Gabriel E. Martinez, Jr., Deputy Police Chief, Armando Equiqua, Deputy Fire Chief, Mario A. Ruiz, Network Manager, Enrique Aldape, Purchasing Administrative Assistant II, and Nancy Romero, 9-1-1 Program Specialist.

Based on the RFP submittals, staff is recommending that a contract be awarded to FirstCall Network, Inc., Baton Rouge, Louisiana.

Project Evaluation Criteria (20% Max Award per Section)	TechRadium	SurfSimple	Code Red	Federal Signal
Section I Company Qualifications and References	20%	16	20%	17
Section II System Capabilities & Service Delivery	20%	18	20%	13
Section III Customer Service Delivery and Support	20%	20	20%	20
Section IV Evaluation Criteria Response	20%	20	20%	20
Section V Financial Proposal	20%	4	20%	18
Percentage total	100%	78	100%	88

Project Evaluation Criteria (20% Max Award per Section)	Iberon	C3 Holdings	First Call	Dialogic Communicati on	Everbridge
Section I Company Qualifications and References	20%	17	20%	15	18
Section II System Capabilities & Service Delivery	20%	18.5	20%	19.5	20
Section III Customer Service Delivery and Support	20%	20	20%	20	20
Section IV Evaluation Criteria Response	20%	20	20%	20	20
Section V Financial Proposal	20%	10	20%	8	16
Percentage total	100%	85.5	100%	82.5	95

FINANCIAL IMPACT:
Funding is available in General Fund account number 101-2341-523-5588.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this Motion be approved.
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COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Consideration to adopt the federal legislative agenda.	
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Jessica L. Hein, Manager Communications and Administrative Support Services	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Draft issues include the following:		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approval of this Motion.	

CITY COUNCIL COMMUNICATION

Date: 02-01-2010	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A BUDGET AMENDMENT APPROPRIATING OPERATING FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION GRANT NO. TX 90-X848 FROM FISCAL YEAR 2008-2009 IN THE AMOUNT OF \$1,151,292.00 TO BE USED FOR OPERATING EXPENSES IN FISCAL YEAR 2009-2010, BY INCREASING THE FEDERAL CONTRIBUTION AND DECREASING THE SALES TAX MATCH IN THE EL METRO FUND AND INCREASING THE RESERVE APPROPRIATION IN THE TRANSIT SALES TAX FUND BY THE SAID AMOUNT.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Feliciano Garcia Jr., LTMI General Manager
--	--

PREVIOUS BOARD ACTION:
Council accepted and executed grant TX-90-X848 on July 6, 2009.

BACKGROUND:
Management recommends the roll over of un-used funds in order to utilize and expense these funds in the current fiscal year. The Federal Transit Administration has confirmed that older funds should be used prior to the use of newer operating funds.

FINANCIAL:

	Budget	Budget Amendment	Proposed Budget
El Metro Operations:			
Revenues:			
Operating Grant	\$4,139,637	\$ 1,151,292	\$5,290,929
Transfer In/Sales Tax	\$5,053,943	<u>\$(1,151,292)</u>	\$3,902,651
	Total	\$ -0-	
Transit Sales Tax			
Transfer Out/Operations	\$5,053,943	\$(1,151,292)	\$3,902,651
Reserve Appropriation	\$1,084,017	<u>\$ 1,151,292</u>	\$2,235,309
	Total	\$ -0-	

TRANSIT COMMITTEE: n/a	STAFF RECOMMENDATION: Staff recommends introduction of this ordinance.
----------------------------------	--

ORDINANCE NO.

AUTHORIZING THE CITY MANAGER TO EXECUTE A BUDGET AMENDMENT APPROPRIATING OPERATING FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION GRANT NO. TX 90-X848 FROM FISCAL YEAR 2008-2009 IN THE AMOUNT OF \$1,151,292.00 TO BE USED FOR OPERATING EXPENSES IN FISCAL YEAR 2009-2010, BY INCREASING THE FEDERAL CONTRIBUTION AND DECREASING THE SALES TAX MATCH IN THE EL METRO FUND AND INCREASING THE RESERVE APPROPRIATION IN THE TRANSIT SALES TAX FUND BY THE SAID AMOUNT.

WHEREAS, The grant TX-90-X848 was accepted and executed on July 6, 2009 for FISCAL YEAR 2008-2009; and

WHEREAS, The City Council finds it to be in the best interest of the City of Laredo, Texas to execute budget amendment in the amount of \$1,151,292.00 and that funds be allocated to operations budget.

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

Section 1. the City Manager is authorized to execute a budget amendment appropriating operating funds from the Federal Transit Administration Grant No. TX90-X848, in the amount of \$1,151,292.00; and

Section 2. the City's Federal Transit Administration Grant contribution is increased from \$4,139,637.00 to \$5,290,929.00; and

Section 3. the City's sales tax match for transit operating expenses is reduced from \$5,053,943.00 to \$3,902,651.00; and

Section 4. the reduced amount of match of \$1,151,292.00 shall be transferred into operating expenses.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2010.**

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 02/01/10	SUBJECT: MOTION Award of construction contract to the lowest qualified bidder Zertuche Construction, Laredo, Texas, in the amount of \$30,682.80 for the El Metro 14 Bus Shelter Slabs and Sidewalks along US Hwy. 83 and Loop 20 with a construction contract time of sixty (60) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Transit New Freedom 2008 Grant.
--------------------------	--

INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Feliciano Garcia, El Metro Director
--	--

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project consists of construction of fourteen (14) bus shelter slabs and sidewalks at fourteen (14) locations along US Hwy. 83 and along Loop 20 to enhance areas where residents board El Metro buses.

Plans and specifications were prepared by Guerra Engineering & Surveying Company, Laredo, Texas.

Seven (7) bids were received at the City Secretary's Office at 2:00 P.M. on Monday, January 4, 2010, and publicly opened, read, and taken under advisement on Tuesday, January 5, 2010, at 11:00 A.M. as follows:

Contractor (Bidder)	Base Bid
Rhino Builders, Ltd. Laredo, Texas	\$18,757.20
Zertuche Construction Laredo, Texas	\$30,682.80
CG Construction, Inc. Laredo, Texas	\$30,812.72
ALC Construction, Inc. Laredo, Texas	\$35,885.50
4 Big Construction & Enterprises, LLC. Zapata, Texas	\$41,946.14
Menendez, Donnell & Associates, Inc. Houston, Texas	\$52,456.01
Whitestone Construction, Ltd. Laredo, Texas	\$66,540.23

There was a bid submitted by Rhino Builders, Ltd., in the amount of \$18,757.20; however the bidder did not submit the second page of the bid schedule as is required and therefore has been disqualified. The bid and bid bonds for Zertuche Construction, Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$30,682.80 to the lowest qualified bidder Zertuche Construction, Laredo, Texas.

Bid submitted by Zertuche Construction herewith attached.

Construction contract time is sixty (60) working days after notice to proceed is issued.

FINANCIAL IMPACT:
Funding is available in the Transit New Freedom 2008 Grant.
Account No. 518-5182-565-9301

COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, January 26, 2010.	STAFF RECOMMENDATION: Approval of Motion.
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**SECTION A-5
PROPOSAL**

To: The City of Laredo, Texas

From: Zertuche Construction
Contractor

Address: 107 Calle del Norte, Ste 10
Laredo, TX 78041

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

Attn: **Honorable Raul G. Salinas, Mayor**

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: RZT 11/4/10

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: RZT 11/4/10

Labor Provisions: RZT 11/4/10

Affirmative Action Program: RAI 114110

AFFIDAVIT

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

Form of Non-Collusive Affidavit

STATE OF TEXAS {}

COUNTY OF WEBB {}

Ramon Zerhuche II

being first duly sworn, deposes and says

That he is officer of Zerhuche Construction
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12 day of January, 2010



[Signature]
Notary Public

My Commission expires

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

ITEM NO.	SECTION NO.	ITEM DESCRIPTION WITH UNIT PRICE IN WORDS (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
1		Mobilization Furnish all labor, equipment, and material to prepare site for construction in accordance with the drawings and specifications, complete and in place. <i>Six hundred</i> <i>dollars + no</i> <i>cents</i>	EA	14	<i>\$ 600.00</i>	<i>\$ 8,400.00</i>
2		Concrete Sidewalk 4" Thk Furnish all labor, equipment, and material to install in accordance with the drawings and specifications, complete and in place. <i>four dollars +</i> <i>eighty cents</i>	SF	1836	<i>\$ 4.80</i>	<i>\$ 8,812.80</i>
3		Concrete Bus Pad 4" Thk Furnish all labor, equipment, and material to install in accordance with the drawings and specifications, complete and in place. <i>four dollars +</i> <i>eighty cents</i>	SF	690	<i>\$ 4.80</i>	<i>\$ 3,312.00</i>

item no.	section no.	item description with unit price in words (1)	unit	est. qty.	unit price	total amount bid
4		Concrete Header Curb Furnish all labor, equipment, and material to install in accordance with the drawings and specifications, complete and in place. <i>Thirty dollars + no cents</i>	LF	193	\$30.00	\$5,790.00
5		Sign Relocation Furnish all labor, equipment, and material to install in accordance with the drawings and specifications and complete and in place. <i>Sixty dollars + no cents</i>	EA	14	\$60.00	\$840.00
6		Traffic Control Furnish all labor, equipment, and material to perform in accordance with the drawings and specifications, complete and in place. <i>one hundred thirty two dollar + no cents</i>	EA	14	\$132.00	\$1,848.00
7		Storm Water Pollution Prevention Furnish all labor, equipment, and material to maintain in accordance with the drawings and specifications, complete and in place. <i>One hundred twenty dollars & no cents</i>	EA	14	\$120.00	\$1,680.00

TOTAL BASE BID

WRITTEN IN

WORDS:

\$30,182.80 - Thirty thousand

and one hundred eighty two dollars and eighty

cents
Textuche Construction

Contractor

[Handwritten Signature]

Signature

Title

107 Calle del Norte, Ste 10, Laredo, Tx 78041

Address

City/State

Zip Code

Telephone Number: 956 727-3112

Fax Number: 956 727-0092

Date: 1/4/10

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

PRICES BID FOR ALL ITEMS ARE COMPLETE AND PLACE, AND FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, INCIDENTALS AND ALL APPURTENANCES, AS REQUIRED FOR A COMPLETE AND TOTAL PROJECT AS DESIGNED AND SHOWN IN THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

#1

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

MATERIALS INCORPORATED INTO THE PROJECT:

\$12,273.12

ALL OTHER CHARGES:

\$18,409.68

*TOTAL:

\$30,682.80

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

Statement of Qualifications: (Similar Projects Completed by Bidder)

- | | | |
|----|--------------------|--|
| 1. | Name of Project: | <u>City of Laredo Bartlett Ave. Ext.</u> |
| | Value of Contract: | <u>\$1.9 m</u> |
| | Date Completed: | <u>under construction</u> |
| 2. | Name of Project: | <u>Laredo Community College</u> |
| | Value of Contract: | <u>\$1.7 m</u> |
| | Date Completed: | <u>3/07</u> |
| 3. | Name of Project: | <u>City of Laredo Sta Rita Phase 1</u> |
| | Value of Contract: | <u>\$599K</u> |
| | Date Completed: | <u>5/06</u> |

Experience Data: (Include name and experience record of the Superintendent)

Oscar Huerta 20 yrs

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

PROJECT: EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US83 AND LOOP 20

Proposed Progress Schedules:

As requested by City of Laredo

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

3000 G Peter Bilt Water Truck
510 John Deere Backhoe
Blaw Knox Paver
114 John Deere Excavator

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

3 Paving
Triple A Concrete
City Ready Mix
Laredo Ready Mix
Rock Core Products



International Fidelity INSURANCE COMPANY

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4157 / (973) 624-7200 / WWW.IFIC.COM

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

Zertuche Construction, LLC

as Principal, and **THE INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation of the State of New Jersey, as Surety, are hereby held and firmly bound unto

City of Laredo

in the penal sum of Five Percent of Amount Bid (\$ 5%)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 4th day of January, 2010

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US HWY. 83 AND LOOP 20

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

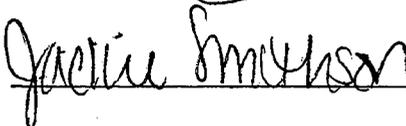
THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

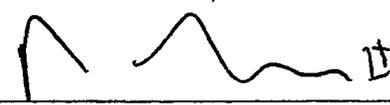
Signed, sealed and delivered in the presence of:

ATTEST:  _____

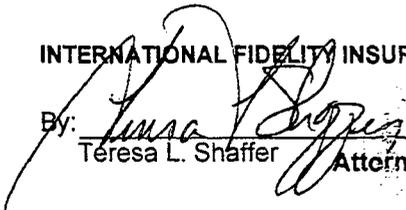
ATTEST:  _____

Bid Bond Date January 4, 2010

Zertuche Construction, LLC

By:  _____
Principal

INTERNATIONAL FIDELITY INSURANCE CO.

By:  _____
Teresa L. Shaffer Attorney-In-Fact



**International Fidelity
INSURANCE COMPANY**

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

The **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, hereby guarantees the proposal of

Zertuche Construction, LLC

to City of Laredo

for EL METRO 14 BUS SHELTER SLABS AND SIDEWALKS ALONG US HWY. 83 AND LOOP 20

and further guarantees that if the contract is awarded to the said

Zertuche Construction, LLC

that the said Zertuche Construction, LLC

will execute said contract within the period of time required after its delivery for that purpose;

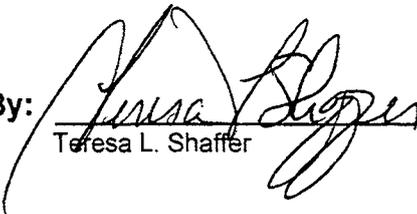
and further guarantees that if the contract is so awarded to the said

Zertuche Construction, LLC

that it will become surety on bond guaranteeing the faithful performance of said contract.

In **Witness Whereof**, the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this agreement to be signed by proper officers and its corporate seal to be hereunto affixed, this 4th day of January, 2010

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 
Teresa L. Shaffer *Attorney-in-Fact*

Bond No. Bid Bond

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

APRIL R. MICHAELIS, TERESA L. SHAFFER, GEORGE SCHNEIDER, ELNORA CRUTHIS,
DARRIN J. WEBER

Dallas, TX

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A D 2007

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January 2010

Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.