CITY OF LAREDO

CITY COUNCIL MEETING
A-2011-R-14
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
AUGUST 1, 2011
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 July 18, 2011.

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

a. Recognizing Father Tom Juarez, San Luis Rey Church, for his participation and support of City of Laredo events.

b. Recognizing Laredo PONY 9U Mustang All-Stars baseball team for winning the South Region Zone Tournament in North Richland Hills, Texas July 25, 2011.

Communiqués

a. Invitation by the Laredo Public Library who will host the Laredo Book Festival. The event, which will run from 9:30 a.m. – 4:00 p.m. on Saturday, August 13, 2011, at the Laredo Public Library, located at 1120 E. Calton Rd., will be free and open to the entire family!

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 Juan Narvaez of Mr. Eddie Alvarez to the Transportation and Traffic Safety Advisory Committee.

b. Appointing Council Member Jorge A. Vera to all committees where there is a vacancy left by Council Member Jose A. Valdez, Jr.

c. Appointment by Council Member Jorge A. Vera of Mr. Juan Roberto Ramirez replacing Mr. Javier Molina on the Library Board.

d. Appointment by Council Member Jorge A. Vera of Ms. Maria Marquez de Treviño replacing Ms. Rebecca C. Sepulveda on the Historic District/Landmark Board.

e. Appointment by Council Member Jorge A. Vera of Mr. John Kelly replacing Mr. Jaime Montes on the Citizens Environmental Advisory Committee.

f. Appointment by Council Member Jorge A. Vera of Mr. David Cantu replacing Mr. Eleuterio Garza on the Board of Adjustment.

g. Appointment by Council Member Jorge A. Vera of Mr. Ricardo Calderon to the Sports Ad Hoc Advisory Committee.

h. Appointment by Council Member Jorge A. Vera of Ms. Angelica Estrada to the Civil Service Commission.

VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** amending the City of Laredo fiscal year 2011 Budget by appropriating revenues and expenditures in the amount of $187,454.00 in the City of Laredo City Annuity Fund. The Medical contributions expenditures exceeded budgeted estimates due to an unusually high number of civil service retirements. **(Approved by Operations & Finance Committees)**

2. **Public hearing and introductory ordinance** amending the City of Laredo Code of Ordinances Chapter 18, Section 18-2.2 Letter (A) & (C), local permit fee for amusement redemption machine premise permit and increasing annual permit fee from $250.00 to $350.00 per machine per year; increasing the sealing fee from $250.00 to $350.00; repealing all ordinances in conflict; providing for severability, publication and an effective date. **(Approved by Operations & Finance Committees)**

3. **Public hearing and introductory ordinance** amending Section 24-78 of the Laredo Land Development Code entitled Off-street Parking and Loading Requirement by amending Section 24-78.3 Parking Requirement Formulas; (2) Commercial; (f) Amusement Redemption Machine Establishments; and repealing all ordinances and/or parts of ordinances in conflict therewith; providing for publication and effective date. **(Approved by Operations Committee)**

4. **Public hearing and introductory ordinance** authorizing the City Manager to enter into an agreement and to accept reimbursement from the Webb County Sheriff's Office (WCSO) and to appropriate the City of Laredo Special Police FY 2010-2011 budget by increasing revenues and expenditures for an additional amount of $700,000.00 for five (5) police patrol units fully equipped, overtime and fringe benefits expenses for a total of $1,400,000.00 for Operation Stonegarden. The term of this grant is from October 1, 2010 to September 30, 2013. **(Approved by Operations & Finance Committees)**

5. **Public hearing and introductory ordinance** amending the City of Laredo FY 2010-2011 Waterworks Operations Fund by appropriating an additional $5,000,000.00 from the opening balance. The appropriation will be set up as a transfer out of the 2009 D Utility Bond to complete funding needed for projects within the bond. The appropriation will be used to partially fund the 36"/24" Unitec to Loop 20 Project and the 24" Main Loop 20 to Hospital Project. The $5,000,000.00 will be reimbursed to Waterworks Operations through proceeds from the future 2011 Utility Bond. **(Approved by Operations & Finance Committees)**

6. **Public hearing and introductory ordinance** amending the Laredo Land Development Code as follows:

    1. Chapter 24, Article IV, Supplementary Zoning District Regulations Section 24-65.13: B-3 Community Business District, subsection (5) the 300 foot distance requirement for funeral homes and chapels from a principal arterial; and

    2. Article V, off-street parking & loading requirements Section 24-78.3: parking & loading requirements Section 24-78.3: parking space formulas by modifying parking requirements for funeral parlors, mortuaries; providing for publication and an effective date. **(Approved by Operations Committee)**

7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a manufactured home on Lot 12 and west half of Lot 11, Block 1080, Eastern Division, located at 1902 Chacon Street; providing for publication and effective date.

Staff supports the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District III

8. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 9 and Lot 10 minus the north six feet, Block 86, Western Division, located at 320 Iturbide Street, from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date.

   Staff does not support the application and the Planning and Zoning Commission recommends denial of the zone change. District VIII

9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a used car lot on Lots 1 and 2, Block 899, Eastern Division, located at 319 N. Meadow Avenue; providing for publication and effective date.

   Staff does not support the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District III

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

10. Amending the HOME Investment Partnerships Program budget by appropriating an additional $1,251,454.88 in program income due to the dissolving of the Laredo Affordable Housing Corporation, accepting these additional funds, and authorizing the City Manager to execute all related documents in support of the same. Said funds will be appropriated under newly created fund Home Investment Affordable Housing. **(Approved by Operations & Finance Committees)**

IX. FINAL READING OF ORDINANCES

11. **2011-O-092** Amending Chapter 21, of the Code of Ordinances of the City of Laredo by re-adopting Article VII, 21-141 through 21-150, that establishes a juvenile day time and nighttime curfew, defines terms, offenses for minors, parents and guardians of minors, and business establishments violating curfew regulations, provides defenses, provides for enforcement by the Laredo Police Department, waiver by the Municipal Court of Jurisdiction over a minor when required under the Texas Family Code, provided for a penalty not to exceed $500.00; providing for a review by the City Council of the effects of this ordinance, before the third anniversary of the date of

adoption of this curfew ordinance; providing for a public hearing providing for severability clause; establishing an effective date, and providing for publication.

2011-O-096 Amending the City of Laredo 2010-2011 Autotheft Task Force Annual Budget by reducing revenues in the amount of $8,825.00 and expenditures in the amount of $62,979.00 to fund the Laredo Autotheft Task Force and accepting a grant award in the amount of $433,514.00 from the State of Texas Auto Burglary and Theft Prevention Authority. The City of Laredo will be designating $235,507.00 in matching funds, and Webb County will be designating $43,000.00 in matching funds for a total grant amount of $712,021.00. This grant is effective from September 1, 2011 through August 31, 2012.

2011-O-097 Amending the City of Laredo Code of Ordinances, Chapter 31, Article IV-Liquid Waste Transportation, Division 1 through 4, relating to new and revised definitions, additional permit requirements and responsibilities of transporters, and enforcement; increasing one-time application fee from $50.00 to $100.00, annual registration fee per truck from $25.00 to $75.00, and manifest booklet cost from $4.00 to $10.00; providing for a severability clause; providing for publication; and establishing an effective date.

2011-O-098 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.1062 acres, as further described by metes and bounds in attached Exhibit "A", located at 23451 F.M. 1492, from AG (Agricultural District) to B-4 (Highway Commercial District); providing for publication and effective date.

2011-O-099 Authorizing the City Manager to execute a lease agreement with Johnny Cavazos DDS for approximately 4,272 square feet constituting Building No. 910 located at 4403 North Daugherty Avenue, at the Laredo International Airport. Lease term is for one (1) year commencing on November 1, 2011 and ending on October 31, 2012, and may be extended three (3) year(s) ending October 31, 2015. However, it is agreed by the parties that the lease may be terminated by either party upon giving sixty (60) day written notice from the party terminating to the other. Monthly rent shall be $3,700.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.

2011-O-100 Authorizing the City Manager to execute a lease with Webb County for approximately 1,000 square feet constituting Building No. S-3 located at 1703 Sandman Street at the Laredo International Airport. Lease term is for one (1) year commencing on May 1, 2011 and ending on April 30, 2012, and may be extended for one (1) year ending on April 30, 2013. However, it is agreed by the parties that the lease may be terminated by either party upon giving a sixty (60) day written notice from the party terminating to the other. Monthly rent shall be $558.80 and will be adjusted

annually according to changes in the Consumer Price Index; providing for an effective date.

2011-O-101 Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with Bruni Supply Chain Solutions as Zone Site Operator located at 13599 N. Lamar and located within Foreign Trade Zone Site No. 3 at Killam Industrial Park; effective August 1, 2011 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.

2011-O-102 Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with Sony Electronics Inc., as Zone Site Operator located at 11302 Eastpoint Dr. and located within Foreign Trade Zone Proposed New Site No. 11; effective October 1, 2011 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.

2011-O-103 Authorizing the City Manager to execute a lease agreement with U.S. Customs and Border Protection, (CBP), as an entity of the United States of America for a 2,622 square foot tract of land located along the Santa Isabel Right-of-Way further depicted in the attached survey document, Exhibit A. The purpose for the request is the installing and operating of an Integrated Railcar Inspection System by CBP. The lease term requested is for ten (10) year option with no rental fee.

X. RESOLUTIONS

12. **2011-R-068** Authorizing the City Manager to enter into a memorandum of understanding, attached hereto as Exhibit A, between the South Texas Development Council (STDC) and the City of Laredo for the management of the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System and advance system key**.** The STDC will pay the City of Laredo an annual fee of $45,000.00. **(Approved by Operations Committee)**

13. **2011-R-071** Authorizing the City Manager to accept the contract with the Texas Department of State Health Services through the South Texas Development Council (STDC) for additional funds in the amount of $42,249.00 for a total award of $455,438.00 for the continuation of the department's HIV/Ryan White Program which provides medical care, case management, and supportive care for the term beginning April 1, 2011 through March 31, 2012. **(Approved by Operations Committee)**

14. **2011-R-074** Requesting the State of Texas, by and through the Texas Department of Transportation, name that section of Loop 20 between State Highway 359 and U.S. Highway 83 the "Jaime Zapata Memorial Highway"

in honor of fallen U.S. Immigration and Customs Enforcement (ICE) Special Agent Jaime Jorge Zapata.

15. **2011-R-075** Accepting the conveyance of the following utility easement and temporary construction easement for the 24 inch Water Main Clark & Bob Bullock Loop Project, from:

    Domistyle Inc., (Laredo Candle Company)—Utility Easement with corresponding Temporary Construction Easement as follows:
    One over a 0.1047 Acre Tract, a copy of which conveyance is attached as Exhibit 1; and directing that the said easement (and Temporary Construction Easement) be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

16. **2011-R-076** Accepting the conveyance of the following three (3) utility easements and related temporary construction easements from Paul H. Young, Jr., and Ellen B. Young, for the 24 inch Water Main Clark & Bob Bullock Loop Project, as follows:

    A 0.1798 Acre Tract, a copy of which conveyance is attached as Exhibit 1; and

    A 0.0754 Acre Tract, a copy of which conveyance is attached as Exhibit 2; and

    A 0.0754 Acre Tract, a copy of which conveyance is attached as Exhibit 3;

    and further releasing an existing 12 foot wide utility easement over a 0.0610 Acre Tract, from Lot 81 Block 2, Eastwoods Subdivision Phase 4, being more particularly described by metes and bounds in Exhibit 4, attached hereto; and directing that the said three (3) utility easements and the three (3) temporary construction easements be filed of record in the official property records of Webb County, Texas. **(Approved by Operations Committee)**

XI. MOTIONS

17. Approving the submission of the 2011 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through 37th Action Year Community Development Block Grant (CDBG) funds ($3,290,569.00), and in CDBG Program Income ($96,066.00); 2011 HOME Investment Partnerships Program (HOME) funds ($1,218,954.00), and HOME Program Income ($20,016.00); 2011 Emergency Shelter Grant (ESG) funds ($159,482.00); and $70,000.00 through the Housing Rehabilitation Revolving Loan fund, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded

by HUD through entitlement program funds and anticipated program income, which are as follows:

37th AY Community Development Block Grant

Community Development Administration	$629,243
Housing Rehabilitation Administration	$240,008
Housing Rehabilitation Loan Program ($96,066 in PI)	$468,183
Code Enforcement	$491,033
Hamilton Hotel - Section 108 Loan Repayment	$100,462
Graffiti Removal Program	$ 39,673
Construction of Sidewalks-District V	$194,000
Construction of Sidewalks-District VII	$100,000
Downtown Façade Restoration Improvements (VIII)	$ 60,000
Anna Street Park Playscape (VII)	$ 94,000
Slaughter Park Swimming Pool (III)	$582,033
La Ladrillera Park Improvements (VIII)	$194,000
Inner City Park Soft Walking Track (IV)	$194,000
Total	**$3,386,635**

Housing Rehabilitation Revolving Loan Program	$29,830
Housing Rehabilitation Revolving Loan Administration	$40,170
Total	**$70,000**

HOME Investment Partnership Grant

HOME Program Administration	$113,832
Downpayment Assistance ($20,016 in PI)	$602,294
Tenant-Based Rental Assistance	$340,000
CHDO set aside	$182,844
Total	**$1,238,970**

Emergency Shelter Grant

ESG Program Administration	$3,300
Homeless Prevention	$33,000
Operations	$83,396
Essential Services	$39,786
Total	$159,482

18. Authorizing the selection of Madeline Anz Slay Architecture, LLC., Laredo, Texas, to provide professional services for the Laredo Little Theatre Renovation Project and authorizing staff to negotiate a fee for such services. The consulting firm will provide design, engineering and oversee the construction, purchase and installation of project improvements to include expanded parking, storage, theatre seating and stage lighting.

Funding is available in the Capital Grants Fund. **(Approved by Operations Committee)**

19. Consideration to amend the current contract with Inductive Applications, LLC., for an increase in the amount of $6,761.00 for a total contract amount of $55,977.00, to provide web based subscription and support to EMS services, collections, medical coding and training for the term of December 1, 2010 through November 30, 2011. **(Approved by Operations Committee)**

20. Approval of the 2011 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2011; and acceptance of the tax rate of $.637000/$100 used in calculating property tax revenues for the 2011-2012 Proposed Budget. (This will be the eighth year that the City adopts the same tax rate. Imposition of a tax rate which exceeds the effective rate of $0.645170 or rollback rate of $0.685060 will require additional public hearings and publications.)

21. Refund of property tax in the amount of $685.68 payable to Swift Transportation Co. of Arizona, LLC., due to an overpayment; account no. 977-00015-010.

22. Approving the assignment of legal services on the same terms and conditions from the law firm of Miller & Van Eaton to the law firm of Best, Best, & Krieger (BB&K) to represent the City in legal matters regarding information services and telecommunications. Effective July 1, 2011, the lawyers of Miller & Van Eaton (MVE), the City's former legal representatives in this regard, joined BB&K and request the present assignment with legal services to continue uninterrupted and on the same terms.

XII. CONSENT AGENDA

Resolutions and Motions previously brought before Operations and Finance Committees may be approved by City Council categorically *EN MASSE*. At Council's request, specific items may be withheld from the consent agenda for individual treatment.

XII (a) RESOLUTIONS

23. **2011-R-070** Authorizing the City Manager to submit a grant application in the amount of $119,881.00 to the Office of Justice Programs, Bureau of Justice Assistance to fund the 2011 Justice Assistance Grant (JAG) for the period of October 01, 2011 through September 30, 2015. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided

equally between with $59,940.50 for the City of Laredo and Webb County. **(Approved by Operations & Finance Committees)**

24. **2011-R-072** Authorizing the City Manager to enter into contract with the University of Texas Health Science Center at San Antonio Dental School in the amount of $125,000.00 to continue to support dental care, personnel and operations by providing dental care for indigent patients and enhancing Title V Dental Services by the City of Laredo Health Department for the term from September 1, 2011 through August 31, 2012. **(Approved by Operations & Finance Committees)**

XII (b) MOTIONS

25. Consideration to extend the current contract for two (2) years with the Texas Health and Human Services Commission (THHSC) to provide a Medicaid Eligibility Specialist to conduct eligibility services for the temporary assistance for needy families program, food stamps and medical assistance program operated under the Title XIX, housed at the Laredo Health Department. The Health Department will provide 50% of the cost to THHSC for a total amount of $52,128.00. Term period will be from October 1, 2011 through September 30, 2013. Funding is contingent upon availability in the Health Fund/Administration budget. **(Approved by Operations & Finance Committees)**

26. Consideration to award a two (2) year professional services contract (FY11-090) to Deer Oaks EAP Services, LLC., San Antonio, Texas, to provide employee assistance program (EAP) services and to authorize the City Manager to execute all contract documents. The mental health services provided by the employee assistance program include family, grief, financial, and substance abuse counseling, and also stress management for eligible employees and their dependents. It is estimated that the program will incur a cost of approximately $51,000.00 per year. Funding is available in the Health Benefits budget of the Employee Health Division. **(Approved by Operations & Finance Committees)**

27. Consideration to award contract FY11-080 for two (2) years with an option to renew for one (1) additional two (2) year period with Martinez Pharmacy in the amount of $45,000.00 and with People's Preferred Pharmacy, LLC., dba The Medicine Shoppe for an amount of $25,000.00 to assure continuity of pharmaceutical services to patients and clients in the HIV/AIDS Programs of the City of Laredo Health Department for the period beginning April 1, 2011 through March 31, 2013. Funding is available in the State grant HIV/Ryan White Program. **(Approved by Operations & Finance Committees)**

28. Consideration for approval for release of partial retainage in the amount of $32,742.13 and retaining an amount of $11,000.00 for pending documents

and final acceptance of the project to Reim Construction, Inc., Alton, Texas, for the Airport Truck Route—Thomas Avenue Extension. Current construction contract amount is $479,216.30. Funding is available in the Airport Construction Fund. **(Approved by Operations & Finance Committees)**

29. Consideration for approval of change order no. 4 to add two hundred fifty-eight (258) calendar days (that have already lapsed) to the construction contract with Modern Construction, Inc., Laredo, Texas, for the James and Maria Luisa Haynes Health and Wellness Center to the point of substantial completion (approved by City Council on July 18, 2011). Current construction contract amount is $10,637,300. Upon approval of the above contract time extension, partial release of retainage is recommended in the amount of $250,000.00. Retainage remaining in contract is $281,865.00. For clarification purposes, the additional days do not represent a future timetable but are days that have already lapsed. Funding is available in the 2009 C.O. Account. **(Approved by Operations & Finance Committees)**

30. Consideration for approval of change order no. 2 to add a total of one hundred forty five (145) days of which 65 days for delays due to weather, changes to racquet ball subcontract/design and permit acquisition delays. Additionally 80 days are being requested for construction of the parking lot, as per change order no. 1, to the construction contract with Modern Construction, Inc., Laredo, Texas, for the James and Maria Haynes Health and Wellness Center Auxiliary Buildings and Parking Improvements Project. Current construction contract amount with this change order is $2,039,637.00. Current construction time with this change order is two-hundred ninety-five (295) calendar days. If the above contract time extension for 65 days is approved, the contractor will be seventy-three (73) days over their contract time (without regards of the 80-day time extension for parking lot work) as of July 19, 2011, when an inventory of days charged was performed. Liquidated damages in the amount of $700.00 per day may be assessed for any days over contract. Completion date for the project per contractor is scheduled for October 11, 2011. **(Approved by Operations & Finance Committees)**

31. Consideration to award contract number FY11-101 to the low bidder, Santex Truck Center, San Antonio, Texas, in the amount of $106,951.00 for the purchase of one (1), twelve (12) yard dump truck for use by the Parks & Leisure Department. Funding is available from the Parks Capital Grants Fund and General Fund—Parks Department. **(Approved by Operations & Finance Committees)**

32. Consideration to renew contract FY11-068 awarded to Aguaworks, Brownsville, Texas, in the estimated amount of $250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the first of eight (8), sixty (60) day supply extensions. These materials are purchased

on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget. **(Approved by Operations & Finance Committees)**

33. Authorizing the City Manager to execute a construction contract to the lowest bidder, Red Cliff, El Paso, Texas, in the amount of $2,679,183.00 for the construction of a 24" Water Main along Loop 20 from Killam Elevated Storage Tank to McPherson Road. The construction time is one hundred fifty (150) working days. Funding is available in the 2009 Build America Bond. **(Approved by Operations & Finance Committees)**

34. Authorizing the City Manager to execute a construction contract to the lowest bidder, Western Summit Constructors, Inc., Fort Worth, Texas, and McAllen Construction, Inc., from McAllen, Texas, a joint venture in the amount of $89,738,625.00 for the construction of El Pico Water Treatment Plant 20 MGD. The construction time is six hundred (600) working days for final completion. Funding is available in the 2007, 2008, 2009 C & D and 2010 Utility Bonds. **(Approved by Operations & Finance Committees)**

35. Authorizing the City Manager to negotiate a performance contract for an energy/utility cost saving program with Chevron Energy Solutions, Irving, Texas. The contract will allow for the possible implementation of energy and utility retrofit projects. This contract may provide the City with an opportunity to improve our facilities by redirecting costs and/or revenue streams within our operating budget with guaranteed energy/utility savings. **A presentation will be made by Chevron Representatives as requested by the Operations Committee. (Approved by Operations & Finance Committees)**

36. Consideration to approve a five (5) year professional services contract with Estrada-Hinojosa & Company, Inc., of Dallas, Texas, for Financial Advisory Services for the City of Laredo. Financial advisory services fees are based on the size of the debt issuance sold and are paid from said proceeds. Funding for these services will be available from proceeds of the debt issuance. Contract period is May 1, 2011 to May 1, 2016. **(Approved by Operations & Finance Committees)**

37. Consideration to authorize payment to five (5) vendors (Centurylink, Intrado, AT&T, Sprint/Nextel, and Time Warner) for providing existing 9-1-1 telephone network, database, wireless, and equipment maintenance services for the four county regional 9-1-1 administration program in the projected amount of $371,476.00. Payments are for the period of September 1, 2011 through August 31, 2012. Funding is available in the 9-1-1 Regional Fund. **(Approved by Operations & Finance Committees)**

38. Consideration to authorize the City Manager to execute a Metro Ethernet Solution Service Agreement between the City of Laredo and Time Warner

Cable to provide dedicated "Metro Ethernet Solution: service to network together all 9-1-1 Public Safety Answering Points in the South Texas Region as required for the 9-1-1 equipment replacements being completed throughout the region. This contract includes a one-time charge for the construction of fiber in the amount of $119,165.40, one-time charge for installation in the amount of $3,000.00, and a monthly recurring charge of $3,000.00 for service for a period of sixty (60) months. Funding is available in the 9-1-1 Regional Fund (future year funding is contingent on approval of budget). **(Approved by Operations & Finance Committees)**

END OF CONSENT AGENDA

XIII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

39.

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

1. Discussion with possible action on the City's response to the possible raising of the Federal debt limit by the Federal Government.

B. **Request by Council Member Mike Garza**

1. Discussion with possible on the issuance of building permits for building contractors or individual contractors that have a criminal history and/or legal action.

2. Discussion with possible action on modifying the Laredo Development Code regarding permitted sign dimensions for business establishments.

C. **Request by Council Member Esteban Rangel**

1. Discussion with possible action regarding Villa del Sol Subdivision drainage problems.

D. **Request by Council Member Alejandro "Alex" Perez**

1. Discussion with possible action to enter into a commercial lease agreement with George M. Beckelhymer, et al., for the lease of the "Canseco" building located at 1415 Chihuahua Street, for a nominal yearly rental with a view towards making renovations to the building with eventual donation of the same by lessors to the City for purposes of establishing a fine arts center and community garden, and authorizing the City Manager to execute all related documents.

E. **Request by Mayor Pro-Tempore Johnny Rendon**

1. Status report on the Veterans Administration Clinic, with possible action.

XIV. STAFF REPORTS

40. Discussion with possible action to consider a final request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Investigator Jesus Munoz.

41. Status report on the Texas Engineering Experiment Station (TEES) Agreement & Project.

XV. 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.

XVI. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Thursday, July 28, 2011 at 7:00 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 08/01/11	SUBJECT: **Public Hearing/Introductory Ordinance Amending the City of Laredo fiscal year 2011 Budget by appropriating revenues and expenses in the amount of $187,454 in the City of Laredo City Annuity Fund. The Medical contributions expenditures exceeded budgeted estimates due to an unusually high number of civil service retirements.**

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager Horacio De Leon, Jr., Asst. City Manager	Daniel E. Migura, Jr., Human Resources Director Rosario Cabello, Finance Director Martin Aleman, Budget Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

The City Annuity fund needs to cover the unplanned volume of City employee retirement obligations during the current fiscal year.

FINANCIAL IMPACT:

	Annual Budget FY 2011	Proposed Amendment	Amendment Budget FY 2011
Revenue			
771-0000-372.01-01	816,016	172,454	988,470
Expenditures			
771-2042-511.12-62	364,307	128,238	492,545
771-2043-511.12-62	236,069	44,216	280,285
		172,454	

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Conduct Public Hearing and Introduce this Ordinance.

ORDINANCE NO. 2011-O-

Amending the City of Laredo fiscal year 2011 Budget by appropriating revenues and expenses in the amount of $172,454 in the City of Laredo City Annuity Fund. Funding is available in the General Fund. The Medical contributions expenditures exceeded budgeted estimates due to an unusually high number of civil service retirements.

WHEREAS, on September 22, 2010, City Council adopted the fiscal year 2010-11 annual budget; and

WHEREAS, on August 15, 2011, City Council held a public hearing and introduced this ordinance; and

WHEREAS, in order to provide the funding necessary for costs associated with expenses related to unplanned City employee retirement obligations within the City Annuity fund, the proposed budget amendment is hereby proposed.

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

	Annual Budget FY 2011	Proposed Amendment	Amendment Budget FY 2011
Revenue			
771-0000-372.01-01	816,016	172,454	988,470
Expenditures			
771-2042-511.12-62	364,307	128,238	492,545
771-2043-511.12-62	236,069	44,216	280,285
		172,454	

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

Raul G. Salinas,
Mayor

ATTEST:

Gustavo Guevara, Jr.,
City Secretary

Raul Casso
City Attorney

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ODINANCE
08/01/11	**Amending the City of Laredo Code of Ordinances Chapter 18, Section 18-2.2 Letter (A) & (C), Local Permit Fee For Amusement Redemption Machine Premise Permit And Increasing Annual Permit Fee From $250.00 to $350.00 per Machine per year; Increasing the Sealing Fee From $250.00 to $350; Repealing All Ordinances in Conflict; Providing for Severability, Publication And An Effective Date As Amended.**
Item #	

INITIATED BY:	STAFF SOURCE:
City Council	Erasmo Villareal, Building Development Director Horacio De Leon, Assistant City Manager

PREVIOUS COUNCIL ACTION:

Final Reading of Amendment to Ordinance 2009 – O – 130 was done 08/11/09. The City Council approved an increase in the permit fee for Amusement Redemption Machines from $150.00 per machine to $250.00 per machine. Staff recommended $200 per machine and City Council Amended recommendation to $250 per machine.

BACKGROUND:

The City of Laredo, a home-rule city, is permitted by state law to regulate and monitor all forms of amusement redemption machines. There has been a significant increase of amusement machines, which are found in various locations throughout the city. Therefore, further increased regulations and accountability of amusement redemption machines is necessary to monitor compliance with local ordinances. The City Building Development Services Department would be responsible for the issuance of the amusement redemption machine permit. In addition, City staff would be responsible for the regulation and inspection of these establishments.

FINAL IMPACT:

With an estimate of 5,000 redemption machines, at a permit fee of $350.00 per machine, this will generate estimated revenue of $1,750,000. The estimated revenue of $1,750,000 may increase or decrease on any counts of machines

	STAFF RECOMMENDATION:
	Staff **recommends** that City Council approve this ordinance.

ORDINANCE NO: 2011-O- ____

AMENDING THE LAREDO CODE OF ORDINANCES, CHAPTER 18, SECTION 18-2.2 LETTER (A) & (C), LOCAL PERMIT FEE FOR AMUSEMENT REDEMPTION MACHINE PREMISES PERMIT AND INCREASING ANNUAL PERMIT FEE FROM $250.00 TO $350.00 PER MACHINE PER YEAR; INCREASING THE SEALING FEE FROM $250 TO $350; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Laredo, a home-rule city is permitted by state law to regulate and monitor all forms of amusement redemption machines; and

WHEREAS, an exact amount of amusement redemption machines in Laredo could not be obtained through the State Comptroller's Office due to the Texas Occupation Code, Subchapter C – Confidentiality of Certain Information, Section 2153.101 – Information from Licenses Application, Part (a) which states "Except as provided by subsection (b), the information contained in a license application is confidential"; and

WHEREAS, it is estimated that there is a significant number of amusement redemption machines, which are found in various locations throughout the city that require increased regulation to monitor any potential criminal activity; and

WHEREAS, regulation of the land use will be addressed in a separate ordinance amending the land development code at a later City Council meeting; and

WHEREAS, the Building Development Services Department is responsible for the issuance of the amusement redemption machine permits; and

WHEREAS, City personnel would be responsible for the regulation and inspection of these establishments.

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

Section 1: Section 18-2.2: Local Permit Fee For Amusement Redemption Machine Premises Permit of Chapter 18, Licenses, Permits and Miscellaneous Business Regulations, of he Code of Ordinances of the City of Laredo, Texas, shall be adopted to read as follows:

18 – 2.2 LOCAL PERMIT FEE FOR AMUSMENT REDEPTION MACHINE PREMISES PERMIT

(a) *Fee.* An owner, operator, or lessee of premises on which an amusement redemption machine is made available to others shall be required to secure a permit by paying to the city an annual inspection and amusement redemption machine premises permit fee of

~~[($250)]~~ $350.00 per amusement redemption machine. The permits shall be issued by the City Building Development Services Department.

(c) *Sealing.* The City shall have the authority to seal any amusement redemption machine located at an establishment for which an amusement redemption machine premises permit fee has not been secured. A ~~[($250.00)]~~ $350.00 fee will be charged for the release of each machine sealed for non-payment of said amusement redemption machine premises permit fee.

Section 2: Repeal. All ordinances or part of Ordinances in conflict with this ordinance are repealed to the extent of such conflict only

Section 3: Severability. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of the City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 4: Publication. This Ordinance shall be published in a manner by section 2.09 (D) of the charter of the City of Laredo

Section 5: Effective Date. This ordinance shall become effective sixty days (60) after the date of the public hearing, pursuant to City Charter Section 2.09 (B)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ___th DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

By: _____
RAUL CASSO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 08/01/2011	**SUBJECT:** Public hearing and Introductory Ordinance amending Section 24-78 of the *Laredo Land Development Code entitle Off-street Parking and Loading Requirement* by amending section 24-78.3 *Parking Requirement Formulas*; (2) *Commercial*; (f) *Amusement Redemption Machine Establishments;* and repealing all ordinance and/or parts of ordinance in conflict therewith; providing for publication and effective date.

INITIATED BY: Horacio De Leon, Assistant City Manager	**STAFF SOURCE:** Erasmo A. Villarreal, Director of Building

PREVIOUS COUNCIL ACTION:
None

BACKGROUND: **All COUNCIL DISTRICTS**

The proposed amendment will allow addition redemption machine per establishment.

FINANCIAL IMPACT:
By allowing addition machine per establishment, there will be an increase in revenue
.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** Staff recommends approval

ORDINANCE NO. 2011-O-

AMENDING SECTION 24-78 OF THE *LAREDO LAND DEVELOPMENT CODE*; *ENTITLED OFF-STREET PARKING AND LOADING REQUIEREMENT* BY ADMENDING SECTION 24.78.3 *PARKING REQUIEMENT FORMULAS;* (2) *COMMERCIAL*; (f) *AMUSEMENT REDEMPTION MACHINE ESTABLISHMENTS*; REPEALING ALL ORDINANCES AND /OR PARTS OF ORDIANCES IN CONFLICT THEREWITH; AND PROVIDING FOR PUBLICATION AND OR EFFECTIVE DATE.

WHEREAS, The Laredo Land Development Code currently provide standard and requirement regarding off-street parking and loading; and,

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

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

Section 1: Section24-78 of the Laredo Land Development Code is and is hereby amended as follows;

SECTION 24-78

OFF-STREEET PARKING & LOADING REQUIEMENTS

(3) RECREATIONAL OR ENTERTAINMENT

(f) Amusement Redemption Machine Establishments	One of each 100 sq. ft. of floor area or one space for each (~~three~~) (~~3~~) <u>four</u> (<u>4</u>) Seats, whichever is greater.

Section 2: Severability

If any provision, section, subsection, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstance is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portion of this ordinance or their application to other persons or sets of circumstances shall be effected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained therein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of another portion hereof, and all provision of this ordinance are declared to be severable for that purpose.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST :

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
BY: KHRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	**SUBJECT:** PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE: Authorizing the City Manager to enter into an agreement and accept reimbursement from The Webb County Sheriff's Office (WCSO) and to appropriate the City of Laredo Special Police FY 2010-2011 budget by increasing revenues and expenditures in the amount of $700,000 for five police patrol units fully equipped, overtime and fringe benefits expenses for Operation Stonegarden. The term of this grant agreement is from October 1, 2010 to September 30, 2013.
8/01/2011	

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Carlos Maldonado Chief of Police

PREVIOUS COUNCIL ACTION:

ACTION PROPOSED:

That this Ordinance be passed and approved.

BACKGROUND:

The U.S. Border Patrol, Laredo Sector, WCSO and Laredo Police Department (LPD) will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Historically, WCSO and LPD have diligently coordinated their efforts with the Office of Border Patrol Laredo Sector to safeguard the country's borders. In the first Operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year, LPD and again WSCO, will provide 2nd-Tier, force-multiplier assets to work in partnership with the Laredo Sector Border Patrol Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy.

FINANCIAL:

		Original Budget	***Proposed Budget***	***Budget Amendment***
Revenues:				
US Customs & Border Protection				
229-0000-323-6013		***$0***	***$700,000***	***$700,000***
Expenses:				
Overtime	***229-2363-521-1120***	***$0***	***$329,355***	***$329,355***
Social Security	***229-2363-521-1210***	***$0***	***$34,425***	***$34,425***
Workers Comp	***229-2363-521-1240***	***$0***	***$12,465***	***$12,465***
Retirement	***229-2363-521-1250***	***$0***	***$73,755***	***$73,755***
Automotive	***229-2363-525-9004***	***$0***	***$250,000***	***$250,000***

RECOMMENDATION:	STAFF:
	Recommends that Council approve this Ordinance.

ORDINANCE NO.

Authorizing the City Manager to enter into an agreement and accept reimbursement from The Webb County Sheriff's Office (WCSO) and to appropriate the City of Laredo Special Police FY 2010-2011 budget by increasing revenues and expenditures in the amount of $700,000 for five police patrol units fully equipped, overtime and fringe benefits expenses for Operation Stonegarden. The term of this grant agreement is from October 1, 2010 to September 30, 2013.

Whereas, the Operation Stonegarden overtime agreement between the City of Laredo Police Department and Webb County Sheriff's Office is now in the amount of $700,000 for five police vehicles, overtime and benefits worked by Laredo Police officers in joint operational task forces for homeland security; and

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

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

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

Section 1: The City of Laredo FY 2010-2011 annual budget is herby amended in the amount of $700,000 for reimbursable overtime cost for overtime worked by Laredo Police officers in Operation Stonegarden:

		Original Budget	*Proposed Budget*	*Budget Amendment*
Revenues:				
US Customs & Border Protection				
229-0000-323-6013		***$0***	***$700,000***	***$700,000***
Expenses:				
Overtime	***229-2363-521-1120***	***$0***	***$329,355***	***$329,355***
Social Security	***229-2363-521-1210***	***$0***	***$34,425***	***$34,425***
Workers Comp	***229-2363-521-1240***	***$0***	***$12,465***	***$12,465***
Retirement	***229-2363-521-1250***	***$0***	***$73,755***	***$73,755***
Automotive	***229-2363-525-9004***	***$0***	***$250,000***	***$250,000***

Section 2 : The term of this overtime agreement is from October 1, 2010 through September 30, 2013.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL SALINAS
CITY MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acevedo
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:
08/01/11

SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE
Amending the City of Laredo FY 2010-2011 Waterworks Operations Fund by appropriating an additional $5,000,000.00 from the opening balance. The appropriation will be set up as a transfer out to the 2009 D Utility Bond to complete funding needed for projects within bond. The appropriation will be used to partially fund the 36"/24" Unitec to Loop 20 Project and the 24" Main Loop 20 to Hospital Project. The $5,000,000.00 will be reimbursed to Waterworks Operations though proceeds from the future 2011 Utility Bond.

INITIATED BY:
Jesus M. Olivares, Assistant City Manager

STAFF SOURCE:
Tomas M. Rodriguez, Jr. P.E., Utilities Director

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

In order to fund the construction contract for the El Pico Water Treatment Plant on August 1, 2011, funds from existing projects within the 2009 D Utility Bond were used to cover the contract. The appropriation of the drawdown on Water Works Fund Balance will be used to replenish the funding of the projects that were reduced to cover the El Pico Water Project.

With the approval of a future bond proceeds, the funds will be reimbursed to Waterworks Operating Balance.

FINANCIAL IMPACT:

	Original Budget	Amendment	Amended Budget
Waterworks			
Opening Balance	17,997,567	(5,000,000)	12,997,567
Transfer Out-2009 UT Bond	-	5,000,000	5,000,000
Transfer In-Waterworks	-	5,000,000	5,000,000
36"/24" Unitec to Loop 20	303,596	4,000,000	4,303,596
24" Main Loop 20 To Hosp	1,800,000	1,000,000	2,800,000

COMMITTEE RECOMMENDATION:
Operations Committee
Finance Committee

STAFF RECOMMENDATION:
Introduce Ordinance

INTRODUCTORY ORDINANCE

Amending the City of Laredo FY 2010-2011 Waterworks Operations Fund by appropriating an additional $5,000,000.00 from the opening balance. The appropriation will be set up as a transfer out to the 2009 D Utility Bond to complete funding needed for projects within bond. The appropriation will be used to partially fund the 36"/24" Unitec to Loop 20 Project and the 24" Main Loop 20 to Hospital Project. The $5,000,000.00 will be reimbursed to Waterworks Operations though proceeds from the future 2011 Utility Bond.

WHEREAS, the City of Laredo will award a construction contract for the El Pico Water Treatment Plant on August 1, 2011 by using funds from existing projects within the 2009 D Utility Bond, and;

WHEREAS, the approval of future bond proceeds, the funds will be reimbursed to Waterworks Operating Balance.

	Original Budget	Amendment	Amended Budget
Waterworks			
Opening Balance	17,997,567	(5,000,000)	12,997,567
Transfer Out-2009 UT Bond	-	5,000,000	5,000,000
Transfer In-Waterworks	-	5,000,000	5,000,000
36"/24" Unitec to Loop 20	303,596	4,000,000	4,303,596
24" Main Loop 20 To Hosp	1,800,000	1,000,000	2,800,000

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

Section 1: Revenue appropriated is hereby amended as follows:

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

VALERIA ACEVEDO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
08/01/10	AMENDING THE LAREDO LAND DEVELOPMENT CODE AS FOLLOWS: (1) CHAPTER 24, ARTICLE IV, SUPPLEMENTARY ZONING DISTRICT REGULATIONS SECTION 24-65.13: B-3 COMMUNITY BUSINESS DISTRICT, SUBSECTION (5) THE 300 FOOT DISTANCE REQUIREMENT FOR FUNERAL HOMES AND CHAPELS FROM A PRINCIPAL ARTERIAL; AND (2) ARTICLE V, OFF-STREET PARKING & LOADING REQUIREMENTS SECTION 24-78.3: PARKING SPACE FORMULAS BY MODIFYING PARKING REQUIREMENTS FOR FUNERAL PARLORS, MORTUARIES; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

INITIATED BY:	STAFF SOURCE:
Staff	Nathan R. Bratton Interim Planning & Zoning Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:

Council District: All

STAFF COMMENTS:

This draft ordinance removes the requirement of funeral homes and chapels to be within 300 feet of a principal arterial in the City of Laredo Land Development Code. It also amends the parking requirements for these types of uses.

P&Z COMMITTEE RECOMMENDATION:

The P&Z Commission, in a **9 to 0** vote, recommended **approval** of the proposed amendment.

ORDINANCE NO. 2011-O-

AMENDING THE LAREDO LAND DEVELOPMENT CODE AS FOLLOWS:
(1) CHAPTER 24, ARTICLE IV, SUPPLEMENTARY ZONING DISTRICT REGULATIONS SECTION 24-65.13: B-3 COMMUNITY BUSINESS DISTRICT, SUBSECTION (5) THE 300 FOOT DISTANCE REQUIREMENT FOR FUNERAL HOMES AND CHAPELS FROM A PRINCIPAL ARTERIAL; AND
(2) ARTICLE V, OFF-STREET PARKING & LOADING REQUIREMENTS SECTION 24-78.3: PARKING SPACE FORMULAS BY MODIFYING PARKING REQUIREMENTS FOR FUNERAL PARLORS, MORTUARIES; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing on July 7, 2011, on the request and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo; and,

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

Section 1: Section 24.65.13 paragraph (5) of the Laredo Land Development Code is hereby amended to read as follows:

SUPPLEMENTARY ZONING DISTRICT REGULATIONS

Section 24.65.13 B-3 - COMMUNITY BUSINESS DISTRICT

(1) Trade or Business School: Provided that machinery which is used for instruction does not create noise, fumes, smoke, odor, vibration or does not involve welding or the use of heavy equipment outdoors.

(2) Where the primary business is retail sale of hardware and remodeling supplies such as lumber, concrete, electrical fixtures, plumbing, heating or air-conditioning shops, wiring, masonry or tile, a free-standing structure shall not exceed 35,000 square feet in gross floor area.

(3) Sign painting shops shall be located in wholly enclosed buildings.

(4) Monument sales and service shops shall be located in enclosed buildings if adjacent to an R-District.

(5) Funeral homes and Chapels: shall be located at least one hundred (100) feet from any Residential District[,] *and* must be screened from all adjacent less intensive uses. [~~; and must be located within three hundred (300) feet of a principal arterial street~~]

(6) Small animal veterinary clinics which include treatment, display, grooming, or boarding of small animals or pet shall be located not less than fifty (50) feet from any Residential District,

(7) Interior decorating, painting and paper hanging shops, furniture upholstering which do not include contractor yards and cabinetry fabrication.

(8) Recycling centers provided however that no recycling center shall be located within 100 feet of any residential district.

(9) Retail sale of used clothing and merchandise stores is permitted.

(10) Unless otherwise provided, all business, service or processing shall be conducted wholly within an enclosed building; the sale of automobile fuel, lubricants and fluids at service stations, is specifically permitted.

(11) Production for Retail on Premises Only: All products produced on the premises shall be primarily sold at retail on the premises where produced, except for the work of skilled craftsmen or artisans.

(12) Any nationalization/"nacionalizacion" of vehicles enterprise must be located in a B-3, B-4, M-1, M-2 or MXD district, and must also obtain a Special Use Permit (SUP) prior to commencing operations, and it is a violation of this subsection for any such enterprise to be located in other than one of those five districts; provided, however, any such enterprise operating in a zoning district other than a B-3, B-4, M-1, M-2, or MXD prior to May 1, 2004, will be permitted to continue to operate for a period not to exceed one (1) year from the date.

Section 2: Section 24-78.3 paragraph (2) (c) of the Laredo Land Development Code is hereby amended to read as follows:

OFF-STREET PARKING & LOADING REQUIREMENTS

Section 24-78.3 PARKING SPACE FORMULAS

(2) COMMERCIAL

(a) Automobile service garages	One for each two gasoline pumps and two for each service bay which also provides repair

(b) Hotels, motels	One per each sleeping room plus one space for each two hundred sq. ft. of commercial floor area used therein (minus lobby area)
(c) Funeral parlors, mortuaries	[~~One for each 100 sq. ft. and similar use of floor area slumber rooms, parlors or service rooms~~] *One space per 300 square feet of floor area other than chapel, plus one space for each two seats in the chapel.*
(d) Retail stores - General	One for each 250 sq. ft. merchandise of floor area
(e) Retail stores - Specialty	One space for 400 sq. ft. shops dealing primarily in of gross floor area one product, e.g. antique shops, art galleries, custom meat distribution, etc. with limited on premises sales
(f) Banks, financial institutions	One for each 200 sq. ft. of floor area
(g) Offices,	One for each 400 sq. public or professional administration, or sq. ft. of floor area service buildings
(h) Restaurants	
(1) Sit down restaurants Type A*	18 parking spaces per 1,000 sq. ft. of dining floor area
(2) Sit down restaurants Type B**	13 parking spaces per 1,000 sq. ft. of dining floor area
(3) Carry-out restaurants***	8 parking spaces per 1,000 sq. ft. gross floor area

* = high turnover, midday sit-down restaurants
** = low-turnover, evening hour sit-down restaurants
*** =designed primarily for carry out service

(i) Flea markets	One parking space per booth plus one parking space for each 2,000 sq. ft. of land area not used for parking

(j) Bed and Breakfast	One (1) parking space for each guest room plus one (1) parking space for the owner / occupant and one (1) space for each employee Except for the driveway, the front yard shall not be used for parking in a Residential Office (R-O) District.
(k) All other types of commercial uses	One for each 300 sq. ft. of business or commercial floor area uses permitted in any business district

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 2.

Section 5: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 6: Open Meeting

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a manufactured home on Lot 12 and west half of Lot 11, Block 1080, Eastern Division, located at 1902 Chacon Street; providing for effective date and publication. Staff supports the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District III ZC-31B-2011
8/01/11	

Initiated by:	Staff source:
Dolores Canales Margarito Benavides	Nathan R. Bratton, Interim Planning Director

Prior action: None.

BACKGROUND

Council District: III – The Honorable Alejandro "Alex" Perez

Proposed use: Manufactured Housing

Site: The site is currently a vacant lot.

Surrounding land uses: The property is surrounded in all directions by single family residences, predominantly site-built homes, with a few mobile homes, apartments, duplexes, and an occasional vacant lot.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify either Buena Vista Street or Chacon Street.

Letters sent to surrounding property owners: 26 In Favor: 0 Opposed: 12 and 8 by petition

STAFF COMMENTS

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

1. The C.U.P. shall be issued to Dolores Canales 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 activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Comply with required setbacks for the R-1 (Single Family Residential District) zone.
6. The manufactured home shall meet all requirements applicable to manufactured housing, including such things as skirting, parking, etc., as per the Laredo Land Development Code Section 24.64.6.

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

ORDINANCE NO. 2011-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A MANUFACTURED HOME ON LOT 12 AND WEST HALF OF LOT 11, BLOCK 1080, EASTERN DIVISION, LOCATED AT 1902 CHACON STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a manufactured home on Lot 12 and west half of Lot 11, Block 1080, Eastern Division, located at 1902 Chacon 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 July 7, 2011; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the Conditional Use Permit; and,

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

WHEREAS, the City Council has held a public hearing on August 1, 2011, 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.

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 manufactured home on Lot 12 and west half of Lot 11, Block 1080, Eastern Division, located at 1902 Chacon 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 Dolores Canales 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 activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Comply with required setbacks for the R-1 (Single Family Residential District) zone.
6. The manufactured home shall meet all requirements applicable to manufactured housing, including such things as skirting, parking, etc., as per the Laredo Land Development Code Section 24.64.6.

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 _____, 2011.

_____
RAUL G. SALINAS
MAYOR

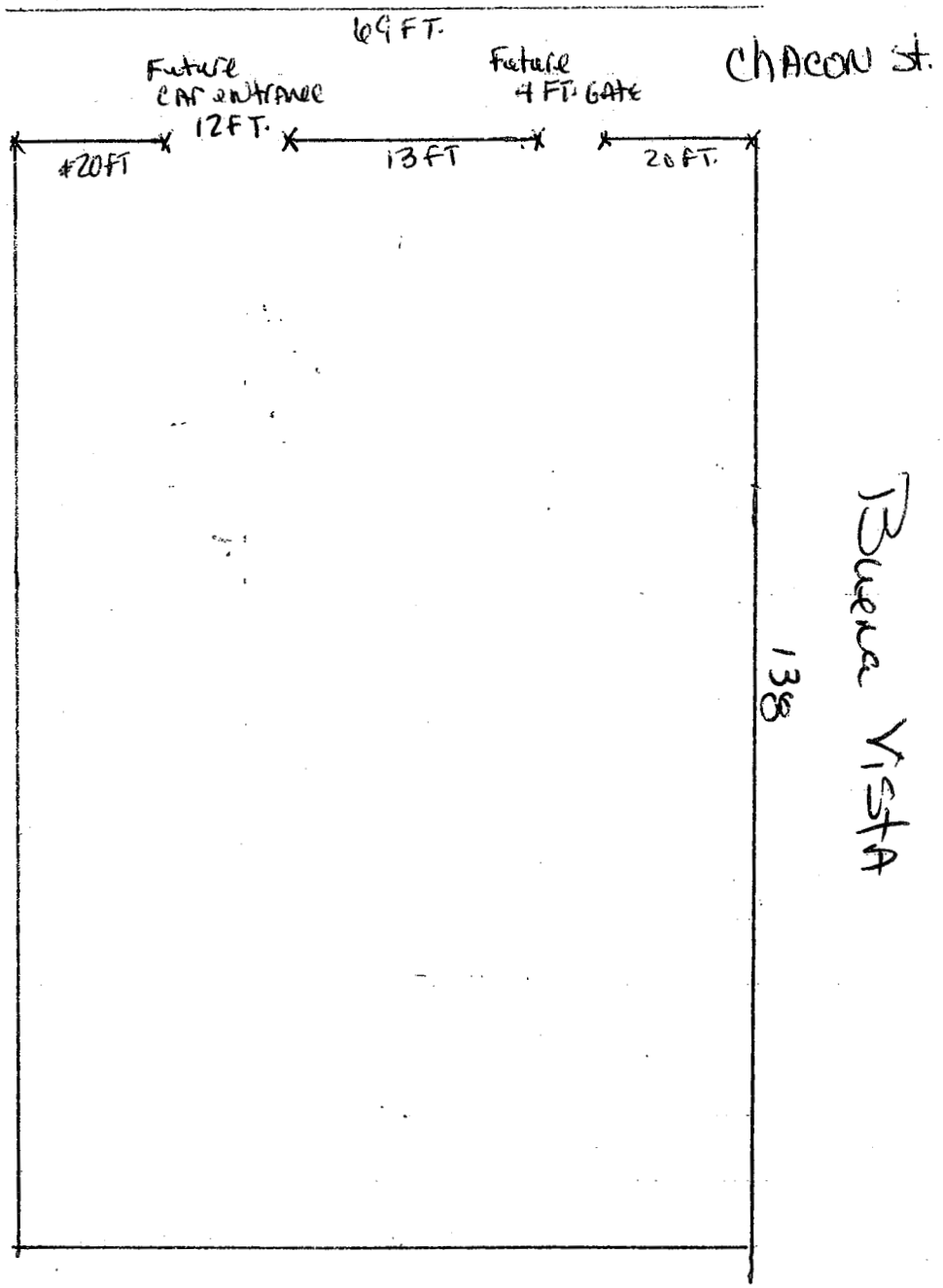
ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

EXHIBIT "A"


69 FT.
Future
CAR ENTRANCE
12FT.
Future
4 FT. GATE
CHACON St.
20FT
13FT
20 FT.
138
Buena Vista

June 27, 2011

Attn: Mr. Nathan Bratton

My name is Dolores Canales and the reason that I am requesting a zone change on my property is because I would like to help my son Hugo and his family. My son has two children with Down's syndrome and needs a living space to meet the special needs of these children.

Thank You

Dolores Canales

Dolores Canales

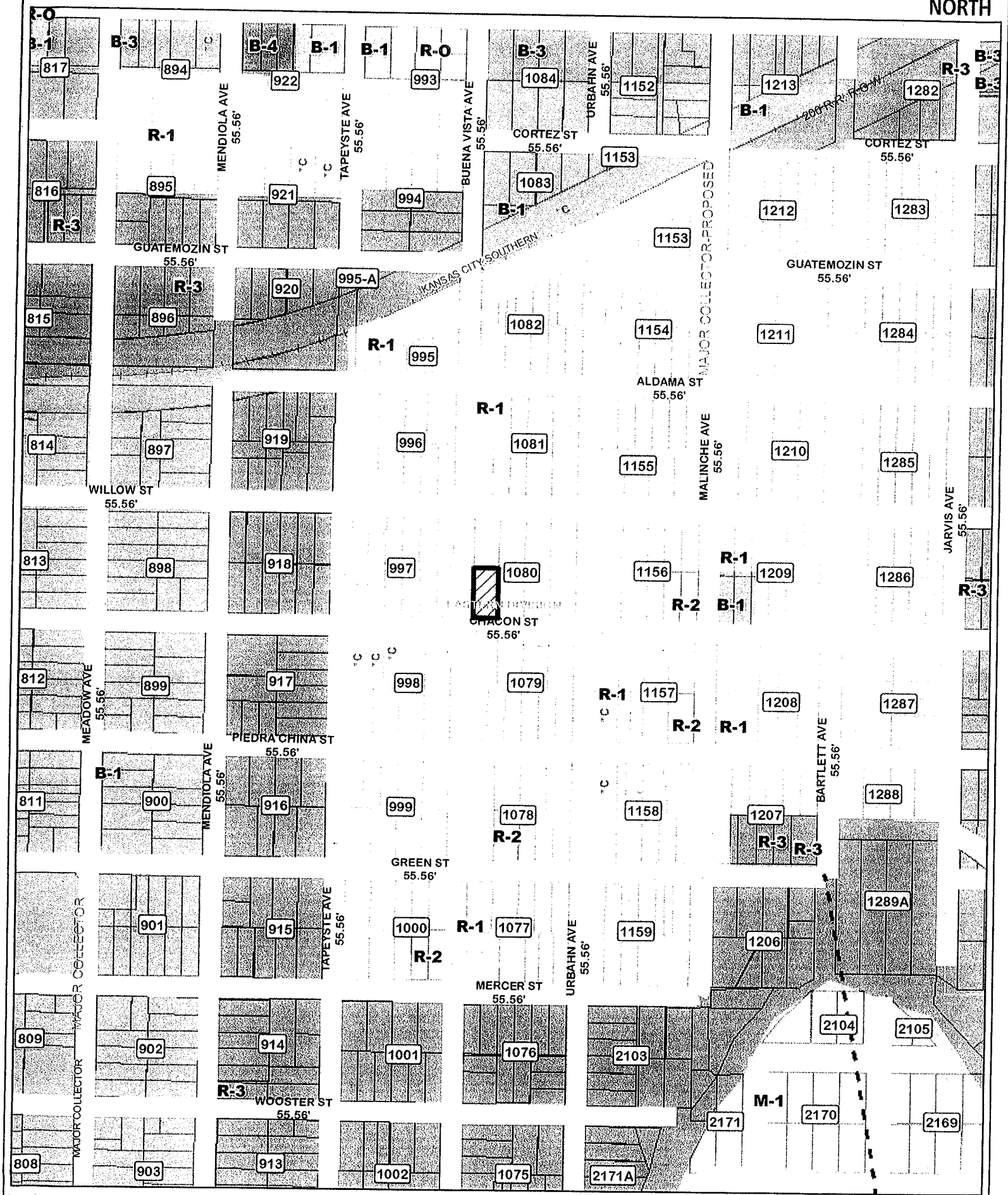
rec'd 12:45
6/30/11
DL

EXHIBIT "B"

1902 Chacon St
Council District 3
ZC-31-2011

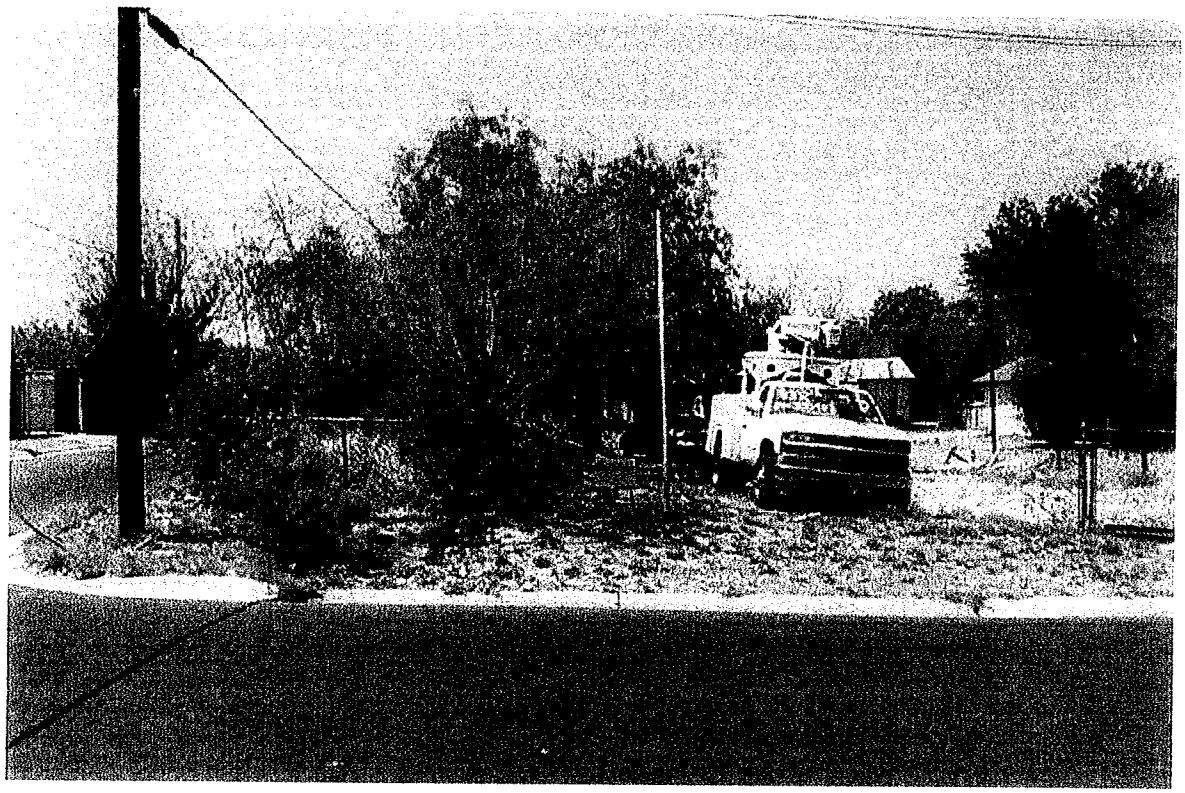
Request for C.U.P.(Conditional Use Permit)

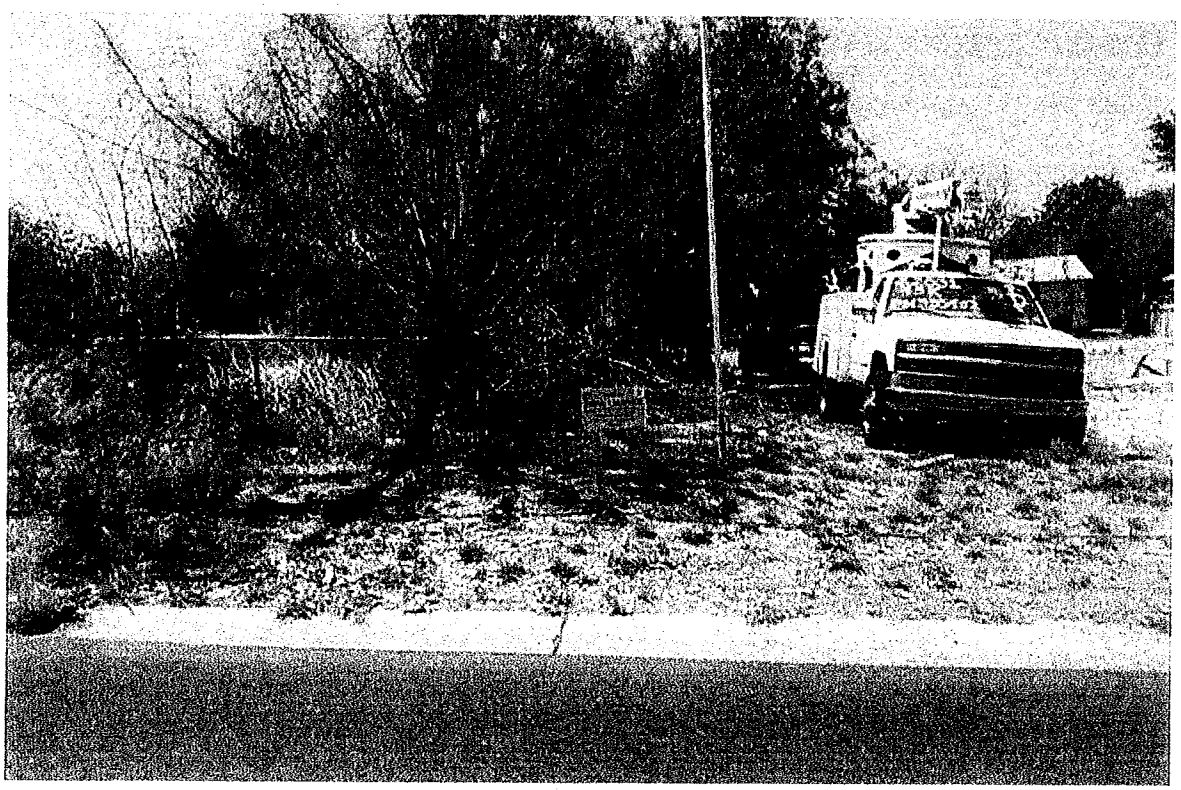
NORTH



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)

1 inch = 333 feet





COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 10 and Lot 9 minus the north six feet, Block 86, Western Division, located at 320 Iturbide Street, from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date. Staff does not support the application and the Planning and Zoning Commission recommends denial of the zone change. District VIII ZC-28-2011
8/01/11	

Initiated by:	Staff source:
Daniel Lopez	Nathan Bratton, Interim Planning Director

Prior action: None.

BACKGROUND

Council District: VIII – The Honorable Cynthia Liendo Espinoza

Proposed use: Computer repair / auto electronics shop

Site: The site is currently occupied by a warehouse and parking area.

Surrounding land uses: To the north of the property are single and multi-family residences (apartments, duplexes, and single-family homes converted into apartments), a mobile home, vacant commercial properties, vacant lots, an alterations [apparel] shop, a metal warehouse, and the Azteca Theater (vacant). West of the site are single family residences, apartments, Casa de Oracion, and the offices for the Lincoln-Juarez Bridge. To the south are single and multi-family residences, Freddie's Auto Repair, City Plumbing, La Azteca Ropa Usada, vacant lots, and El Azteca Housing Development. East of the site are single and multi-family residences, and J & J Sales (bicycles, tricycles, etc.), and vacant lots.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Iturbide Street, nor does it identify San Jorge Avenue.

Letters sent to surrounding property owners: 58 In Favor: 0 Opposed: 2

STAFF COMMENTS

Staff does not support the proposed zone change. Although the area from Iturbide Street south is zoned B-3 (Community Business District), and there are some businesses along the Iturbide Street corridor, the predominant use both north and south of Iturbide Street is residential. In addition, the B-3 zoning is located primarily along minor or principal arterial streets; Iturbide Street at this location is a local street. If the property were zoned B-3, the possibility exists for uses which may be less desirable at this location, among which are heavy machinery sales, pawn shop, or commercial parking lot.

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

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business 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 area is predominantly residential, there are neighborhood businesses nearby along the south side of Iturbide Street.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The area south of this property is zoned B-3; a block to the west and continuing westward to IH 35 is also zoned B-3.

Will change adversely influence living conditions in the neighborhood?
Iturbide Street is a narrow local street and may be negatively impacted by the increase in traffic associated with the business.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes. The R-3 (Mixed Residential District) does not permit commercial uses.

ORDINANCE NO. 2011-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 10 AND LOT 9 MINUS THE NORTH SIX (6) FEET, BLOCK 86, WESTERN DIVISION, LOCATED AT 320 ITURBIDE STREET, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 10 and Lot 9 minus the north six (6) feet, Block 86, Western Division, located at 320 Iturbide Street, from R-3 (Mixed Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 27, 2011; and,

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

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

WHEREAS, the City Council has held a public hearing on August 1, 2011, 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.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 10 and Lot 9 minus the north six (6) feet, Block 86, Western Division, located at 320 Iturbide Street, from R-3 (Mixed Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

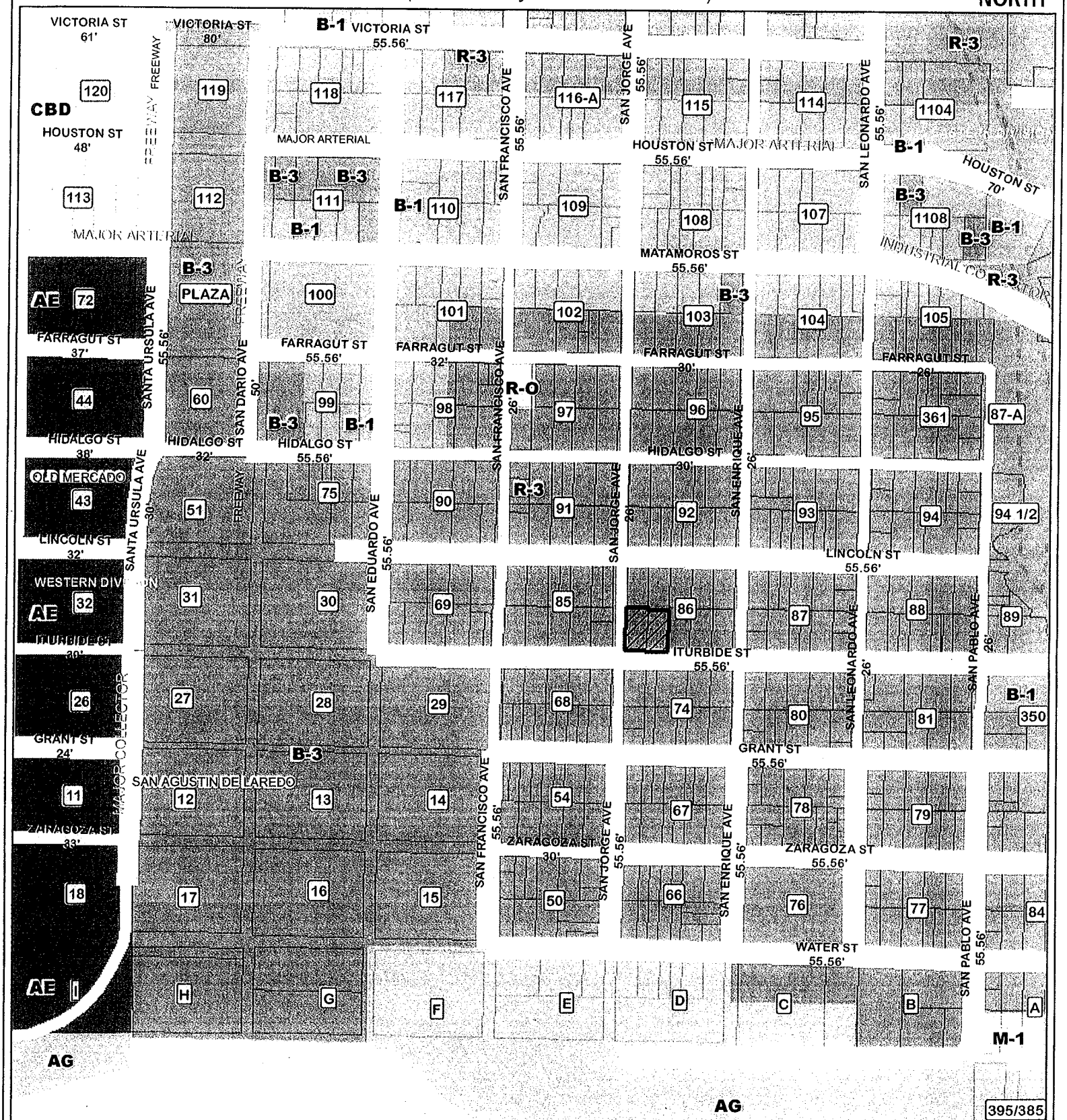
APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

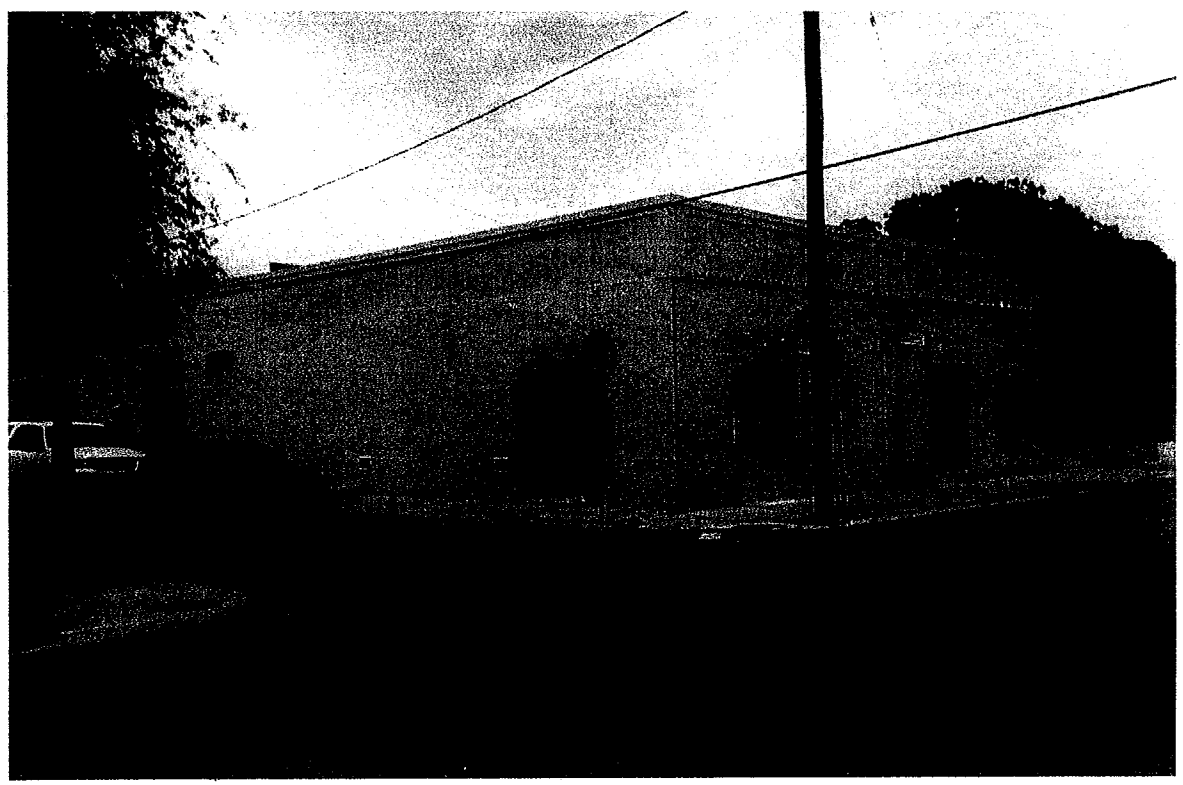
320 Iturbide St
Council District 8
ZC-28-2011

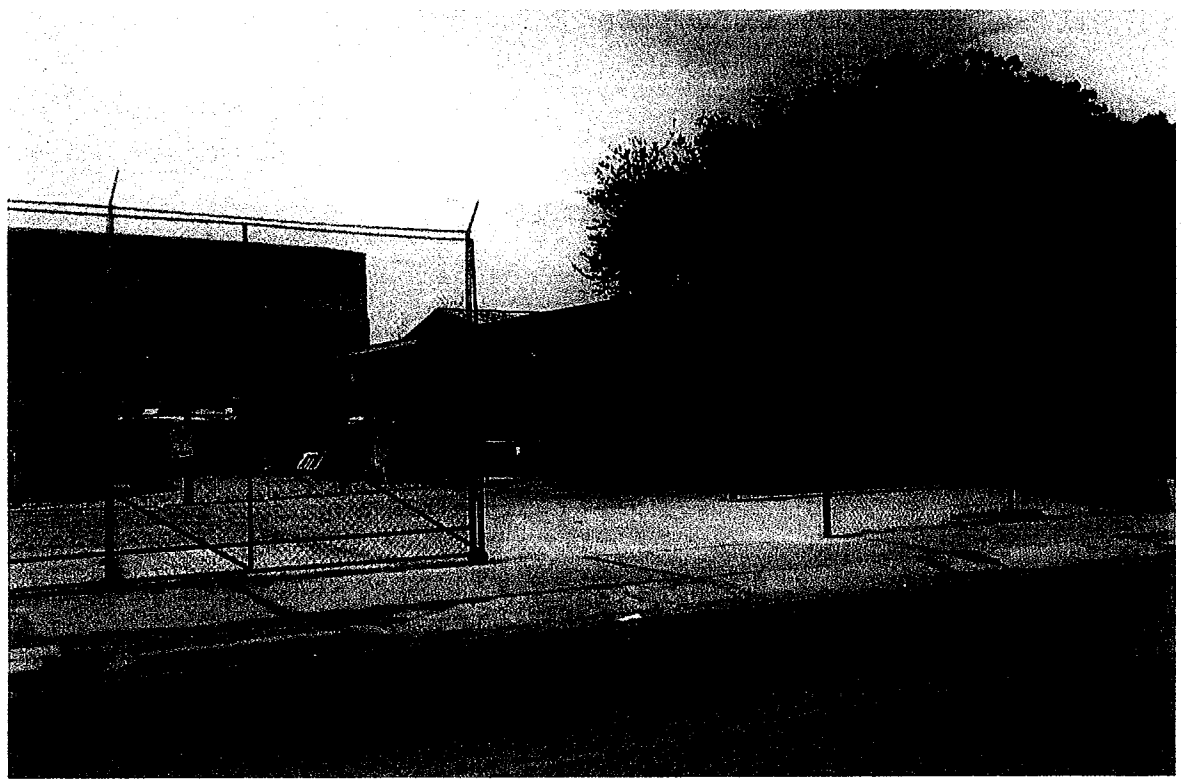
Rezone from R-3 (Mixed Residential District) to B-3 (Community Business District)

NORTH



1 inch = 333 feet





COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a used car lot on Lots 1 and 2, Block 899, Eastern Division, located at 319 N. Meadow Avenue; providing for effective date and publication. Staff does not support the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District III ZC-25B-2011
8/01/11	

Initiated by:	Staff source:
David Velez Muñoz	Nathan R. Bratton, Interim Planning Director

Prior action: None.

BACKGROUND

Council District: III – The Honorable Alejandro "Alex" Perez

Proposed use: Used Car Lot

Site: The site is currently vacant.

Surrounding land uses: The Meadow Street corridor at this location is predominantly single family residential, though immediately north of the site are Markos Drive Thru, Tito's Tire Shop and Car Wash, and a general mechanic shop. Further south on Meadow Avenue is Family Hair and Nails, Ruud Heating and Cooling, GC Refrigeration, and Daiches Elementary School. Abutting the property to the east of the site is First Aide Home Care; further east is predominantly single family residential though there is also Lico's Apartments and La Nueva Esperanza Church. Most of the neighborhood south, west, and north of the site is single-family residential with a few mobile homes and vacant lots.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector; Chacon Street is not identified on the Plan.

Letters sent to surrounding property owners: 31 In Favor: 0 Opposed: 19 by petition

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit (CUP) at this location. The proposed CUP is not consistent with the nearby R-3 and R-1 districts, and with the neighborhood services located along the N. Meadow Avenue corridor. Auto sales require a B-3 designation, rather than the current B-1 zoning district. Furthermore, the proposed CUP may have an adverse affect on the neighborhood by negatively impacting the volume and flow of traffic. However, the Planning and Zoning Commission recommend approval with the following conditions:

1. The C.U.P. shall be issued to David Velez Muñoz 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 activities described in letter, Exhibit "B" (with the exception of fix and repair automobiles), which is made part hereof for all purposes.
4. The hours of operation will be limited to 10 a.m. to 7 p.m., Monday through Saturday, and closed Sunday.
5. Provide parking spaces in compliance with the Laredo Land Development Code.
6. Access to the property is allowed from Meadow Avenue; egress is limited to Chacon Street.

(Staff Comments, cont'd.)

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in an **8** to **1** vote, recommended **approval** of the Conditional Use Permit.	Staff **does not support** the Conditional Use Permit.

STAFF COMMENTS, Cont'd.

7. Provide and maintain six (6) trees and twenty-four (24) shrubs in compliance with the Laredo Land Development Code.
8. Maintain a visibility triangle at the corner of N. Meadow Avenue and Chacon Street, as defined in Appendix A, and landscaped in compliance with Section 24.83 Trees and Shrubs (5)(a) of the Laredo Land Development Code.
9. Provide an eight (8) foot opaque fence adjacent to any residential zones/uses.
10. Signage will be limited to that which is allowed in a B-1 district.
11. Mechanic and/or auto body repair prohibited on site.
12. Outdoor music not allowed.
13. Lighting shall be aimed down and away from adjacent residential zones/uses.

ORDINANCE NO. 2011-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A USED CAR LOT ON LOTS 1 AND 2, BLOCK 899, EASTERN DIVISION, LOCATED AT 319 N. MEADOW AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a used car lot on Lots 1 and 2, Block 899, Eastern Division, located at 319 N. Meadow Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 7, 2011; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

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

WHEREAS, the City Council has held a public hearing on August 1, 2011, 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.

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 used car lot on Lots 1 and 2, Block 899, Eastern Division, located at 319 N. Meadow 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 David Velez Muñoz 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 activities described in letter, Exhibit "B" (with the exception of fix and repair automobiles), which is made part hereof for all purposes.
4. The hours of operation will be limited to 10 a.m. to 7 p.m., Monday through Saturday, and closed Sunday.
5. Provide parking spaces in compliance with the Laredo Land Development Code.
6. Access to the property is allowed from Meadow Avenue; egress is limited to Chacon Street.
7. Provide and maintain six (6) trees and twenty-four (24) shrubs in compliance with the Laredo Land Development Code.
8. Maintain a visibility triangle at the corner of N. Meadow Avenue and Chacon Street, as defined in Appendix A, and landscaped in compliance with Section 24.83 Trees and Shrubs (5)(a) of the Laredo Land Development Code.
9. Provide an eight (8) foot opaque fence adjacent to any residential zones/uses.
10. Signage will be limited to that which is allowed in a B-1 district.
11. Mechanic and/or auto body repair prohibited on site.
12. Outdoor music not allowed.
13. Lighting shall be aimed down and away from adjacent residential zones/uses.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

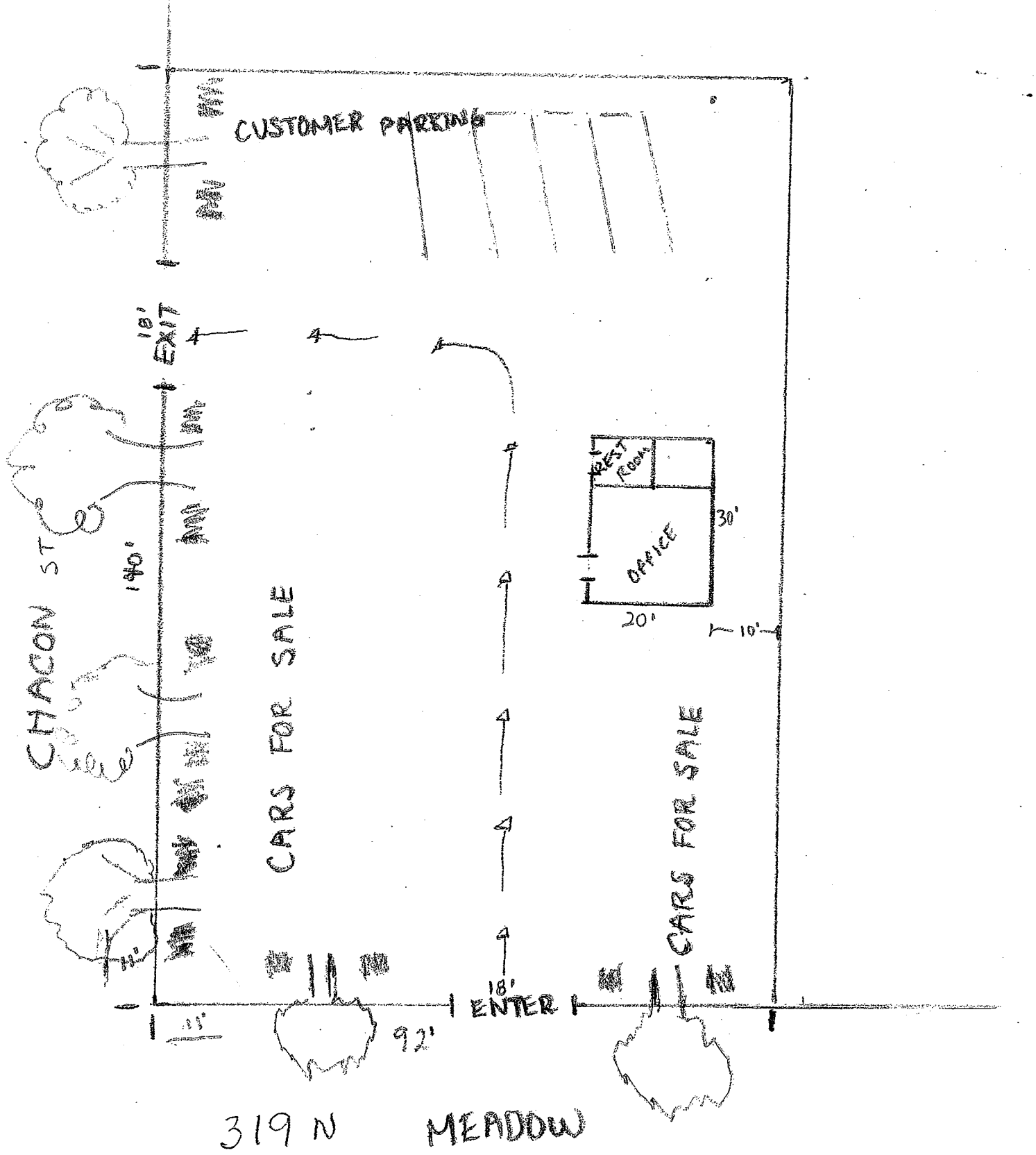
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY



1" : 20'

EXHIBIT "A"

LAW OFFICES
OF
R.H. "RAY" RODRIGUEZ, JR.
Attorney-at-Law/Abogado
Reinhardt Plaza Building
1701 Jacaman Road, Suite RB-5E, 2nd Floor
Laredo, Texas 78041
E:mail-rayrodzatty@yahoo.com

Telephone:
(956) 725-8820

Facsimile:
(956) 725-1220

June 23, 2011

City of Laredo Planning & Zoning Commission, c/o
Ms. Renee LaPerriere, Planner, II
1120 San Bernardo Ave.
Laredo, Texas 78040

Dear Hon. Chairman and Member of the Commission & Ms. LaPerriere:

My law firm has been retained by Mr. David Velez Munoz who has applied for a conditional use permit to operate a used car lot on Lot Numbers 1 and 2, Block Number 899, Eastern Division, City of Laredo, and also commonly known as 319 N. Meadow Ave., Laredo, Webb County, Texas.

The subject property consists of two contiguous empty lots located at the intersection of Meadow Ave. and Chacon St., and my client intends to open and operate a used car lot at this location, if he is granted the conditional use permit he is seeking approval for from the City of Laredo Planning and Zoning Commission.

My client intends to hire approximately2-3 employees, with an office /sales manager, one salesman, and one employee to check, fix and repair the automobiles at his used car lot. Our normal business hours will be from approximately 10:00 a.m. to 7:00 p.m., Monday thru Saturday, and our business is closed on Sunday's.

My client is also going to place a decorative wrought iron type fencing surrounding his used car lot at this location that allows for security but with a clear view of the selection of his used automobiles for sale at his lot.

If you have any other questions and/or concerns please do not hesitate to contact me as soon as possible.

Sincerely,

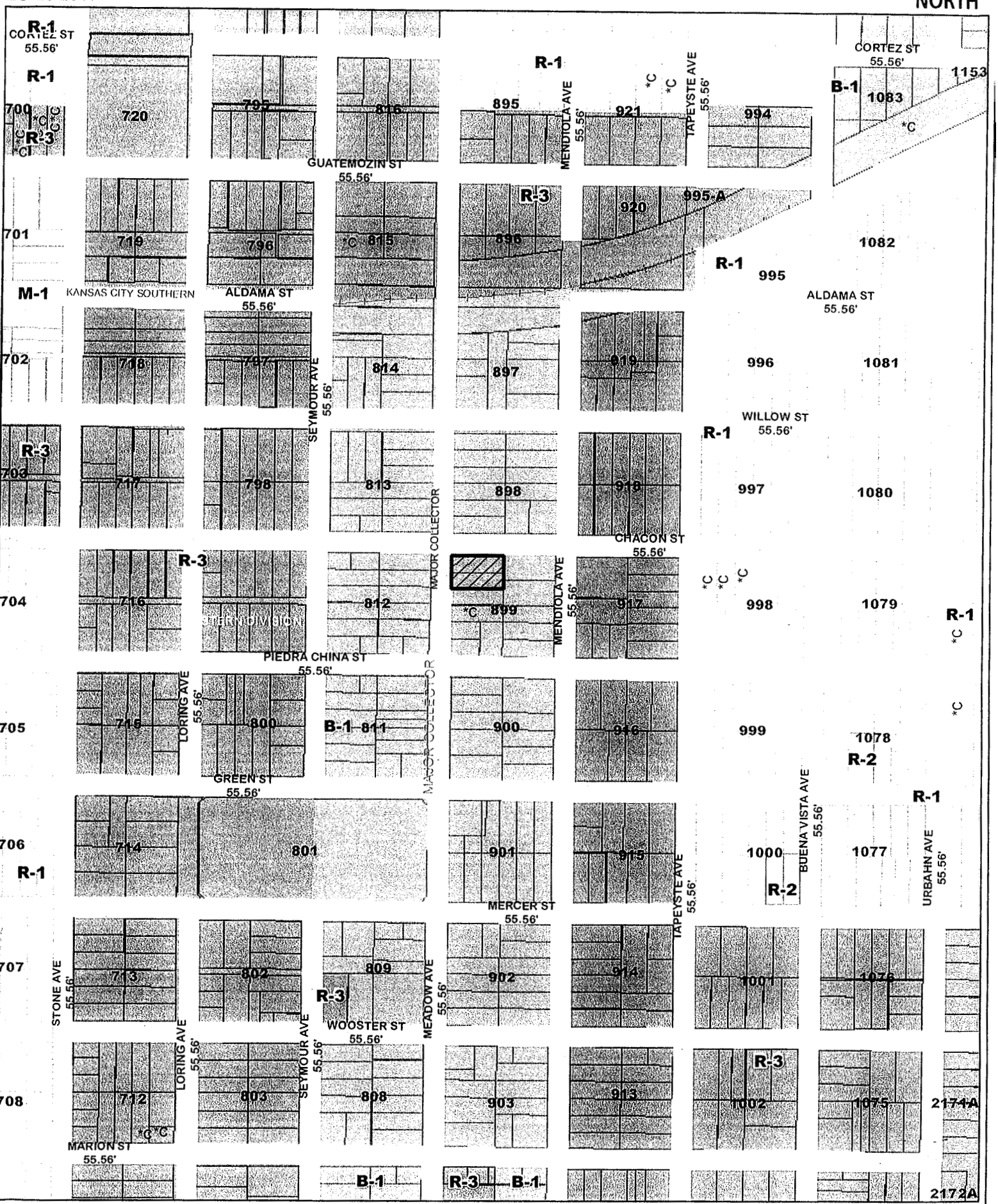
R.H. "Ray" Rodriguez, Jr.
Attorney-at-Law

EXHIBIT "B"

319 N Meadow Ave
District 3
ZC-25-2011

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

NORTH



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)

1 inch = 333 feet

COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTORY ORDINANCE
8/1/2011	**Amending the HOME Investment Partnerships Program budget by appropriating an additional $1,251,454.88 in program income due to the dissolving of the Laredo Affordable Housing Corporation and accepting these additional funds, and authorizing the City Manager to execute all related documents in support of the same. Said funds will be appropriated under newly created fund Home Investment Affordable Housing.**

INITIATED BY:	STAFF SOURCE:
Ms. Cynthia Collazo Deputy City Manager	Thelma V. Acosta Community Development Director

PREVIOUS COUNCIL ACTION:
On October 18, 2010, City Council passed Resolution No. 2010-R-094.

BACKGROUND:
On March 10, 2010, the Laredo Affordable Housing Corporation Board held a meeting to discuss the future of the corporation. At this meeting, the Board instructed City liaison staff to proceed with the Dissolution of the LAHC. The Board voted on dissolving the corporation and transferring all assets and liabilities to the City of Laredo. LAHC's current assets are $1,251,454.88 and one single family residential house, located on 2406 Severita with an appraised value of $95,420.

Subsequently, on October 18, 2011, the Laredo City Council passed Resolution No. 2010-R-094 dissolving the LAHC as recommended by the Board of Directors and accepted the transfer of all Corporation assets. The transferred funds are considered HOME Program Income.

FINANCIAL IMPACT:

Home Inv.-Affordable Housing Fund	Budget	Increase	Amended Budget
Revenue:			
Other (263-0000-373-2050)	$0	$1,251,455	$1,251,455
Expense:			
Reserve (263-6911-544-9900)	$0	$1,251,455	$1,251,455
Home Investment Partnership Fund			
Revenue:			
Transfer In: (217-0000-393-0263)	$0	$1,251,455	$1,251,455
Expense:			
Reserve (217-6911-544-9900)	$0	$1,251,455	$1,251,455

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	That this Ordinance be introduced.

INTRODUCTORY ORDINANCE

AMENDING THE HOME INVESTMENT PARTNERSHIPS PROGRAM BUDGET BY APPROPRIATING AN ADDITIONAL $1,251,454.88 IN PROGRAM INCOME DUE TO THE DISSOLVING OF THE LARDO AFFORDABLE HOUSNG CORPORATION AND ACCEPTING THESE ADDITIONAL FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS IN SUPPORT OF THE SAME. SAID FUNDS WILL BE APPROPRIATED UNDER NEWLY CREATED FUND HOME INVESTMENT AFFORDABLE HOUSING.

WHEREAS, the Laredo Affordable Housing Corporation (LAHC) was established in 1990 as a public non-profit corporation with a mission to construction affordable housing for homeownership in the City of Laredo. The LAHC was part of the building of various housing projects located in East Laredo, Los Presidentes Subdivision, and Los Obispos Subdivision.

WHEREAS, LAHC Board met on March 10, 2010 and voted to dissolve the Corporation and transfer all remaining assets and liabilities to the City of Laredo.

WHEREAS, the LAHC will transfer to the City of Laredo current assets located at BBVA Compass Bank in an amount of $1,251,454.88 and one single-family residential house located on 2406 Severita with an appraised value of $95,420.

WHEREAS, the City Council on October 18, 2011 passed Resolution No. 2010-R-094 dissolving the LAHC as recommended by the Board of Directors and accepted the transfer of all Corporation assets.

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

1. That the City Council dissolves the Laredo Affordable Housing Corporation as recommended by the Board of Directors.
2. That the City Council accepts the transfer of all liabilities and assets located at BBVA Compass Bank in an amount of $1,251,454.88 and one single-family residential house located on 2406 Severita with an appraised value of $95,420.
3. Authorizing the amendment of the HOME Investment Partnership Program budget by appropriating an additional $1,251,454.88 and ratifying said amendment.
4. Authorizing the City Manager to execute all related documents in support of the same.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM;
RAUL CASSO
CITY ATTORNEY

BY: _____
NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	**SUBJECT:** FINAL READING #2011-O-092
8/01/11	AMENDING CHAPTER 21, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO BY RE-ADOPTING ARTICLE VII, 21-141 THROUGH 21-150, THAT ESTABLISHES A JUVENILE DAY TIME AND NIGHTTIME CURFEW, DEFINES TERMS, OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS, PROVIDES DEFENSES, PROVIDES FOR ENFORCEMENT BY THE LAREDO POLICE DEPARTMENT, WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER A MINOR WHEN REQUIRED UNDER THE TEXAS FAMILY CODE, PROVIDED FOR A PENALTY NOT TO EXCEED $500.00; PROVIDING FOR A REVIEW BY THE CITY COUNCIL OF THE EFFECTS OF THIS ORDINANCE, BEFORE THE THIRD ANNIVERSARY OF THE DATE OF ADOPTION OF THIS CURFEW ORDINANCE; PROVIDING FOR A PUBLIC HEARING PROVIDING FOR SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION.

INITIATED BY:	**STAFF SOURCE:**
Cynthia Collazo Deputy City Manger	Carlos Maldonado Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved Public Hearing on July 5, 2011.

BACKGROUND:

The City Council passed Ordinance No. 2001-O-252 on November 13, 2001 establishing a juvenile day-time and night-time curfew, defining terms, creating offenses for minors, parent and guardians of minors, and business establishments violating curfew regulations, providing defenses, providing for enforcement by the Police Department, providing for a waiver by the Municipal Court of jurisdiction over a minor when required under the Texas Family Code, providing for a penalty not to exceed $500.00, providing for classification of any offense listed herein as a Class “C” misdemeanor, providing for a savings clause, providing for a severability clause

FINANCIAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
	Recommends the approval of this Ordinance.

FINAL READING #2011-O-092

AMENDING CHAPTER 21, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO BY RE-ADOPTING ARTICLE VII, 21-141 THROUGH 21-150, THAT ESTABLISHES A JUVENILE DAY TIME AND NIGHTTIME CURFEW, DEFINES TERMS, OFFENSES FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS, PROVIDES DEFENSES, PROVIDES FOR ENFORCEMENT BY THE LAREDO POLICE DEPARTMENT, WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER A MINOR WHEN REQUIRED UNDER THE TEXAS FAMILY CODE, PROVIDED FOR A PENALTY NOT TO EXCEED $500.00; PROVIDING FOR A REVIEW BY THE CITY COUNCIL OF THE EFFECTS OF THIS ORDINANCE, BEFORE THE THIRD ANNIVERSARY OF THE DATE OF ADOPTION OF THIS CURFEW ORDINANCE; PROVIDING FOR A PUBLIC HEARING PROVIDING FOR SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION.

Whereas, the City Council has determined that the City of Laredo's juvenile curfew ordinance was enacted in order to reduce the amount of juvenile violent crimes, gang activity and other such crimes committed by juveniles; and

Whereas, total number of citations filed with the City of Laredo Municipal Court from January 1, 2009 to May 17, 2011 is 1,308; 636 cases are non-adjudicated meaning the defendant has not appeared in court and the case remains active; 672 cases have been adjudicated and have either reached final disposition or they are on a current adjudication status; and the total amount of fines collected during this time frame is $13,353.40, however, the majority of the curfew cases are assigned to complete community service hours or to attend family counseling programs in lieu of fines; and

Whereas, the City Council has determined that although the City of Laredo's juvenile curfew ordinance has been quite effective in reducing the number of criminal cases involving juveniles, it continues to be necessary in our community in order to maintain control over the proliferation of such crimes; and

Whereas, it is in the best interest of the public health, safety, morals and general welfare of the citizens of Laredo to attain the foregoing objectives and to diminish the undesirable impact of juvenile adult crime on the citizens of the City of Laredo.

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

SECTION 1: Chapter 21, Article VII, of the Code of Ordinances be amended as follows:

Sec. 21-141. Definitions.

For purposes of this article, the following words and phrases shall have the meanings ascribed to them as indicated:

Curfew hours means:

(1) *8:30 a.m. on any Monday, Tuesday, Wednesday, Thursday, and Friday, until 3:30 p.m. of that same afternoon while school is in regular session.*

(2) *12:01 a.m. on any Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday until 6:00 a.m. of the same day.*

Direct route means the shortest path of travel through public places to reach the destination without detours or additional stops at any other destinations along the way.

Emergency means an unforeseen circumstance, or combination of circumstances or the resulting state that calls for immediate action. The term includes but is not limited to a fire, a natural disaster, an automobile accident or any situation requiring immediate action or immediate medical care to prevent serious bodily injury or loss of life to himself or another person.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian means:

(1) *Any person to whom custody, or guardianship of a minor has been given by a court order; or*

(2) *A public or private agency with whom a minor has been placed by a court.*

Minor means any person seventeen (17) years of age or under.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The terms shall include the members or partners of an association or partnership and the officers of a corporation.

Parent means a parent who is the natural or adoptive parent, or grandparent of another person seventeen (17) years of age and under. As used herein parent shall also include a court-appointed guardian or other person eighteen (18) years of age or older, authorized by the parent, by a court order or by the court-appointed guardian to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to: streets, alleys, highways, sidewalks, playgrounds, parks, plazas or places used or open to members of the public or any public buildings, places of business, amusement or entertainment, and the common areas of schools, hospitals, apartment houses, office buildings, public and private transportation facilities and shops.

Religious activity means any function or event sponsored by a religious organization that has received tax exemption under section 501(C)(3) of U.S.C.

Remain means to:

(1) *Linger or stay; or*

(2) *Fail to leave the premises when requested to do so by a police officer or the owner, operator, or other person who is in control of the premises.*

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 21-142- Offenses.

(a) *It shall be unlawful for any minor to remain, walk, run, idle, wander, stroll or aimlessly drive or ride about in or upon any public place within the city limits of the city between the hours of 8:30 a.m. and 3:30 p.m. on any Monday, Tuesday, Wednesday, Thursday, and Friday, while school is in regular session.*

(b) *It shall be unlawful for any minor to remain, walk, run, idle, wander, stroll or aimlessly drive or ride about in or upon any public place within the city limits of the City or Laredo between the hours of 12:01 a.m. on any Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and 6:00 a.m. of the same day.*

(c) *It shall be unlawful for the parent or guardian having legal custody of a minor to knowingly allow or permit the minor to be in violation of any provisions of the curfew imposed by this Code.*

(d) *A parent or guardian commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.*

(e) *It shall be unlawful for any person to induce, encourage, or to assist any person seventeen (17) years of age or under to do any act in violation of any provisions of this article.*

(f) *The owner, operator, or any employee of an establishment commits an offense if he knowingly, and habitually allows a minor to remain upon the premises of the establishment during curfew hours.*

Sec. 21-143 - Defenses.

(a) *It is a defense to prosecution under chapter 21, article VII, section 21-142, subsections (b), (c), (d), (e), or (f), of the Code of Ordinances of the City of Laredo that:*

- ***(1)*** *The minor is accompanied by his or her parent or legal guardian or spouse.*
- ***(2)*** *The minor is upon an errand by his or her parent or spouse, or one made necessary by an emergency.*
- ***(3)*** *The minor is in a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through a curfew area is the most direct route.*
- ***(4)*** *The presence of the minor is connected with or required with respect to a religious activity or a business, trade, profession or occupation in which such minor is lawfully engaged.*
- ***(5)*** *The minor is exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly.*
- ***(6)*** *The minor is married or had been married or has had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.*
- ***(7)*** *The minor is attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Laredo, a civic organization, or other similar entity that takes responsibility for the minor, or is going to or returning from without any detour or stop, an official school, religious, or other recreational activity supervised by adults and*

sponsored by the City of Laredo, a civic organization, or another similar entity that takes responsibility for the minor.

(8) *The minor is moving by a direct route through a curfew area or to his or her home or school in a curfew area.*

(9) *The minor is on the sidewalk of the place where such minor resides or on the sidewalk of either next-door neighbor and who is not communicating an objection or complaint as to the presence of the minor to the police officer.*

(10) *The minor has a duly authorized and signed written permission to leave campus endorsed by a school official or administrator.*

(11) *The minor has a duly authorized and signed school issued off-campus pass, endorsed by a school official or administrator.*

(b) *It is a defense to prosecution under subsections 21-142(e) or (f) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and had refused to leave.*

(c) *With respect to the hours between 8:30 a.m. and 3:30 p.m. on Monday, Tuesday Wednesday, Thursday, and Friday only, it is a defense that the school which the minor attends was not in regular session, or is on a school authorized and permitted off campus lunch period, or that the minor is a high school graduate or has equivalent certification, or that the minor is on an excused absence from his or her place of schooling.*

(d) *It is not a defense to prosecution under subsection 21-142(a) of the Code of Ordinances of the City Laredo that the minor has been expelled from school by a properly authorized school official or administrator in accordance with that school or school districts policies and procedures.*

Sec. 21-144 – Enforcement procedure.

Before taking any enforcement action under this section, a police officer shall first ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defenses as set out in section 21-143 are present.

Sec. 21-145 – Penalties.

(a) *Any person who violates a provision of this article is guilty of a separate offense for each day or part of each day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed five hundred dollars ($500.00) or reasonable community service. Any person convicted of violating the provisions of this article shall be guilty of a class "C" misdemeanor.*

(b) *When required by section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 21-142 subsections (a), (b), or (c), of this article and shall refer the minor to juvenile court, and shall be dealt with in accordance with the provisions of Texas Family Code Ann., Title 3 (Vernon 1975).*

(c) *The parents of a minor, or any person, or any establishment or operator interfering with the enforcement of this article or violating this article shall be cited to appear before the municipal court, and upon conviction, shall be guilty of a class "C" misdemeanor, which shall be punishable by a fine not to exceed five hundred dollars ($500.00).*

SECTION 2: That if any provision, section, sentence, clause or phrase to this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

SECTION 3: Effective Date and Publication. That this ordinance shall become effective upon its passage, and publication one time in the newspaper.

ASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL 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:	SUBJECT: FINAL READING OF ORDINANCE NO. 2011-O-096 Amending the City of Laredo 2010-2011 Autotheft Task Force Annual Budget by reducing revenues in the amount of $ 8,825 and expenditures in the amount of $ 62,979 to fund the Laredo Autotheft Task Force and accepting a grant award in the amount of $433,514 from the State of Texas Auto Burglary and Theft Prevention Authority. The City of Laredo will be designating $235,507 in matching funds, and Webb County will be designating $43,000.00 in matching funds for a total grant amount of $712,021.00. This grant is effective from September 1, 2011 through August 31, 2012.
08/01/2011	

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Carlos Maldonado Chief of Police

PREVIOUS COUNCIL ACTION:

City Council approved submission of the TABTPA grant application (Reference Resolution 2011-R-035)

ACTION PROPOSED:

That this Ordinance be passed and approved.

BACKGROUND:

The Texas Auto Burglary and Theft Prevention Authority is a branch of the Texas Department of Transportation and is the lead agency in the State of Texas in the effort to combat autotheft. The Laredo Autotheft Task Force grant pays salaries, fringe benefits, equipment and supplies for one LPD Sergeant, four LPD Investigators, and one Webb County Sheriff's Investigator. This grant will be in its 19th year of funding.

FINANCIAL:

	Amended Budget	Proposed Budget	Budget Amendment
Revenues			
Interest	1,200	-	(1,200)
Autotheft Grant 11-12	433,000	433,514	514
Webb County	45,000	43,000	(2,000)
Transfer In/General Fund	241,646	235,507	(6,139)
	720,846	712,021	(8,825)
Expenses			
Autotheft TF 11-12	775,000	712,021	(62,979)
Fund Balance	(54,154)	-	54,154

ORDINANCE NO. 2011-O-096

Amending the City of Laredo 2010-2011 Autotheft Task Force Annual Budget by reducing revenues in the amount of $ 8,825 and expenditures in the amount of $ 62,979 to fund the Laredo Autotheft Task Force and Theft Prevention Authority. The City of Laredo will be designating $235,507 in matching funds, and Webb County will be designating $43,000.00 in matching funds for a total grant amount of $712,021.00. This grant is effective from September 1, 2011 through August 31, 2012.

Whereas, the Texas Auto Burglary and Theft Prevention Authority will support this grant for a seventeenth year as project goals have been accomplished; and

Whereas, the Laredo Police Department will provide one LPD Sergeant and four LPD Investigators while the Webb County Sheriff's Office will provide one Investigator; and

Whereas, the City Council has authorized the City Manager to apply for, alter, accept, reject, or terminate the grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the T.A.B.T.P.A. funds, the City of Laredo assures that the funds will be returned to the Texas Automobile Burglary and Theft Prevention Authority; and

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

Section 1: Authorizing the amending of the City of Laredo FY 2010-2011 Annual Budget by reducing revenues in the amount of $8,825 and expenditures in the amount of $62,979 to fund the Laredo Auto Theft Task Force. The Texas Auto Burglary and Theft Prevention Authority will be awarding $433,514.00, the City of Laredo will be designating $235,507 in matching funds and Webb County will be designating $43,000.00 in matching funds for a total of $712,021.00 for a one-year funding period beginning on September 1, 2011 through August 31, 2012.

Section 2: The City Manager is authorized to transfer one LPD Sergeant and four LPD Investigators (as per 10-11 grant award) on September 1, 2010 from the 2009-2010 account number (222-2354) to the 2010-2011 account number (222-2356) as assigned by Financial Services to the Laredo Auto Theft Task Force Grant.

Section 3: The City Manager is authorized to execute all necessary documents to receive said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING OF ORDINANCE No. 2011-O-097
8/01/2011	Amending the City of Laredo Code of Ordinances, Chapter 31, Article IV – Liquid Waste Transportation, Divisions 1 through 4, relating to new and revised definitions, additional permit requirements, responsibilities of transporters, and enforcement; increasing one-time application fee from $50.00 to $100.00. Annual registration fee per truck from $25.00 to $75.00, and manifest booklet cost from $4.00 to $10.00; providing for publication; establishing an effective date.

INITIATED BY:	STAFF SOURCE:
Jesus M. Olivares, Asst. City Manager	Tomas M. Rodriguez, Jr., P.E. Utilities Director

PREVIOUS COUNCIL ACTION:

This ordinance was introduced on July 18, 2011 and a public hearing was held.
On 10/16/95 City Council approved Ordinance No. 95-226. On 08/17/98 City Council amended Ordinance No. 95-226 by approving Ordinance No. 98-209.

BACKGROUND:

The requirements of this ordinance are to enforce Texas Commission of Environmental Commission rules as well as preserving the health of our community.

FINANCIAL IMPACT:

The ordinance will help us prevent sewer backups and damage to homes.

Revenue Accounts:

LIQUID WASTE TRANSPORTATION	557-0000-312-2094
LIQUID WASTE TRANSPORTATION	559-0000-312-2094
REVENUE-OTHER	557-0000-373-2050

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Finance & Operations Committee	Approval of this Ordinance

ORDINANCE No. 2011-O-097

AMENDING THE CITY OF LAREDO CODE OF ORDINANCES, CHAPTER 31, ARTICLE IV-LIQUID WASTE TRANSPORTATION, DIVISIONS 1 THROUGH 4, RELATING TO NEW AND REVISED DEFINITIONS, ADDITIONAL PERMIT REQUIREMENTS, RESPONSIBILITIES OF TRANSPORTERS, AND ENFORCEMENT; INCREASING ONE-TIME APPLICATION FEE FROM $50.00 TO $100.00. ANNUAL REGISTRATION FEE PER TRUCK FROM $25.00 TO $75.00, AND MANIFEST BOOKLET COST FROM $4.00 TO $10.00; PROVIDING FOR PUBLICATION; ESTABLISHING AN EFFECTIVE DATE.

Whereas, the City of Laredo, Water Utilities Department placed into practice through ordinance programs that prevent and reduce the quantities such as grease, grit, and special waste from being disposed of in prohibited locations such as the wastewater collection system, storm sewer system, and other water bodies that could contaminate further sources of water resource or public safety; and

Whereas, the City currently operates under the Utilities Department the Liquid Waste Transporters Program which provides operating guidelines for the collecting, transporting and discharge of special wastes within the city's jurisdiction; and

Whereas, the department provides for enforcement of these specific guidelines and requirements in compliance with state standards under the Texas Commission on Environmental Quality; and

Whereas, the Department has undergone a review of the practices and requirements established by this ordinance and determined amendments are necessary to provide for safer and more effective specifications delineating types of equipment necessary to operate within the City limits; and

Whereas, it has been determined additional insurance requirements are necessary to assure appropriate liability coverage is in place for emergency events; and

Whereas, the current cost for inspection, permitting, and documentation are updated through amendment of this ordinance;

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

SECTION 1: AMENDMENT.
Chapter 31-142 through 31-188, Divisions 1 through 4, relating to Liquid Waste Transportation in the Code of Ordinances is amended as follows:

ARTICLE IV. LIQUID WASTE TRANSPORTATION

DIVISION 1. GENERALLY

Sec. 31-142. Definitions.
As used in this article:

City means the City of Laredo, Texas, as represented by the official acts of the city council and representatives.

Commercial vehicle wash. A business enterprise in a fixed location at which vehicle washing (conveyorized, self service, or roll-over/automatic) is offered to the public for a fee, and which utilizes wastewater pretreatment (i.e. grit trap(s)) to process wastewater prior to discharge into the public sanitary sewer collection system.

Control authority means the City of Laredo Water Utilities Department.

Department means the City of Laredo Water Utilities Department, *also referred to as the Utilities Department.*

Director means the director of the department of water utilities or his or her designated representative or agent.

Discharge means the unpermitted disposal, deposit, dumping, spilling, leaking or placing of any liquid waste including but not limited to solid or semisolid grease trap waste, grit trap waste, and/or septic tank waste into or on any land, water, sanitary or storm sewer facilities so as to cause such waste or any constituent thereof to adversely enter the environment, or be adversely emitted into the air or into any water including ground waters.

Disposal site (land application) means a permitted or registered facility or part of a permitted or registered facility at which liquid waste, including but not limited to grease trap waste is intentionally placed into or on any land where it is intended that said waste shall remain after closure of said facility.

Disposal site means a permitted facility of part or a permitted facility, including but not limited to collection sewers, where sludge is handled, collected, transported, treated, and intentionally disposed of by conveyance to receiving water and/or lands. These types of facilities must be classified as either Type I (landfill) or Type V (other, i.e. liquid processing) municipal solid waste facility as defined under 40 CFR part 257 and TAC, part IX, chapter 330, subchapter D, section 330.41(b) and section 330.41(f).

Disposal site operator means a person, firm, corporation, municipal corporation, or utility permitted or registered by the appropriate state and/or federal regulatory agencies to engage in receiving, storing, processing and/or ultimately disposing of liquid waste, including but not limited to, grease trap waste, grit trap waste, and septage.

Generator means a person who causes, creates, generates, stores or otherwise produces liquid waste, including but not limited to grease trap waste, grit trap waste and septage as a by-product of some domestic or nondomestic activity.

GPS means Global Positioning System. It is a satellite-based navigation system that provides reliable and accurate location and time information to its users.

Grease trap means a receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect and restrict the passage of organic, greasy or fatty liquid, semiliquid, and/or solid wastes into both public and private sanitary sewers to which the receptacle is directly or indirectly connected.

Grit trap means a receptacle utilized by commercial or industrial generator of liquid waste to intercept, collect and restrict the passage of petroleum-based oil and grease wastes and inorganic or other solids into both private and public sanitary sewer to which the receptacle is directly or indirectly connected. *This definition includes waste oil recovery traps and sumps that are designed to recover waste oils and intercept the passage of oils and solids generated from a commercial operation into the sanitary sewer system.*

Grit trap waste means inorganic solids generated by commercial, industrial, automotive or heavy machinery repair and/or washing facilities that are collected by and ultimately removed from a grit trap for disposal. *This definition includes wastes removed from a waste oil recovery trap, excluding oils recovered for recycling.*

Hazardous waste means a solid waste, or combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or their environment when improperly treated, sorted, transported, or disposed of, or otherwise managed.

Liquid waste means water-borne solids and liquids containing dissolved or suspended waste materials, including but not limited to, septage and wastes from grease traps and grit traps.

Manifest means the written, multipart documentation required to be in the possession of the transporter enabling disposal or hauled grit trap waste, grease trap waste, and septage at a permitted or registered disposal site as provided for in section 31-167 of this division.

Manifest system means a record keeping and accounting system consisting of a multipage manifest booklet and other forms used to document specific date regarding the point of generation, transportation, volume and disposal of grit trap waste, grease trap waste, and septage.

Manager and or Owner means the person responsible for documenting, supervising, managing or representing the business activities of a generator or transporter.

Mobile processing vehicle means a liquid waste transportation vehicle which is designed to separate water from the liquid waste while the vehicle is in transit.

Mobile waste generator means the owner or operator of a vehicle on which liquid waste is generated and stored in a holding tank, including commercial passenger buses.

Non Motorized Vehicle– Any Vehicle "non-self propelled" known as a trailer.

Permit means the formal written control document issued by the city to a transporter which entitles such transporter to collect, transport and dispose of grease trap waste, grit trap waste and septage at a permitted or registered treatment storage, or disposal site or facility, and regulates said activities, *with the exception of city vehicles performing these activities under emergency situations, and those contracted by the City of Laredo.*

Permittee means a person issued a permit under this division.

Person means any individual, corporation (including a governmental subdivision or agency), political subdivision or a state, interstate agency or body, business, trust, partnership, association, firm company, joint stock company, commission, or any other legal entity.

power takeoff (PTO) is a driveshaft, that can be used to provide power to an attachment or separate machine or pump.

Regional agent boundary means the geographic area within which the City of Laredo Water System is the designated responsible governmental agency to construct, operate, and maintain regional sanitary sewage systems pursuant to the authority of Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as may be amended.

Sanitary sewer means a system of pipes, conduit, and treatment facilities owned and/or operated by the city which collects, transport, and treat sanitary sewage, and to which storm, surface, and ground waters are not intentionally or normally admitted.

Secondary transporter means a person who collects waste from other transporters and transports the waste from the city to other cities or out of state to an authorized disposal, beneficial use or processing site.

Septage means liquid wastes and sludge containing sufficient liquid content, normally more than eighty-five (85) percent, to permit flow by gravity or minimal pumping, which is removed from a portable toilet, septic tank (as used herein), or cesspool. Septage does not include nondomestic wastes from commercial or industrial establishments.

Tank means a receptacle device or structure designed to contain an accumulation of liquid waste including but not limited to grease trap waste, grit trap waste, and septage which is constructed of materials (e.g., concrete, steel, alloy, fiberglass, plastic, etc.) manufactured to provide appropriate structural support for the containment.

~~[TNRCC means the Texas Natural Resource Conservation Commission~~.]

TCEQ means the Texas Commission on Environmental Quality.

Transfer station. A fixed facility used for transferring liquid waste from collection vehicles to long haul vehicles (one transportation unit to another transportation unit), which must be registered or permitted through TCEQ.

Transporter means a person who utilizes a vehicle to transport liquid waste by roadway which is:
(1) Disposed of within the regional agent boundary;
(2) Transferred within the regional agent boundary for the purpose of disposal; or
(3) Collected from a generator or waste transporter within the regional agent boundary.

Vehicle means a mobile receptacle or device in which or by which liquid waste may be transported upon a public street or highway.

Vehicle wash grit drying facility means a facility that is constructed and maintained at a commercial vehicle wash that is designed to dry grit trap wastes from commercial vehicle wash facilities and which has registered with the city's water system's resource compliance division to perform such activity.

DIVISION 2. PERMIT REQUIREMENTS

Sec. 31-143. [~~Offense~~] General

~~[A person will be in violation of this article if he operates or causes the operation of a vehicle for the purpose of transporting grease trap waste, grit trap waste or septage without first obtaining a permit from the water utilities director or his or her designate.]~~ *Any transporter using the streets and/or rights-of-way of the city to transport liquid waste must exercise reasonable, prudent and sufficient care when undertaking such activity in order to preserve the health, safety and general welfare of the community. In order to engage in such activity the transporter must obtain all necessary documents, and comply with all procedures required by local, state and federal regulations.*

Sec. 31-143.1. Offense.

A person will be in violation of this article if he operates or causes the operation of a vehicle on the city streets or public rights-of-way for the purpose of collecting, transporting, or disposing of grease trap waste, grit trap waste, septage, or other liquid wastes without first obtaining a liquid waste transportation permit from the water utilities director or his or her designee. For the purpose of this section, each instance of transporting, collecting, or disposal of such wastes without a permit shall be considered a separate violation, with the exception of city vehicles performing these activities under emergency situations, and those contracted by the city.

Sec. 31-144. Permit application.

In addition to complying with the proper registration procedures established by the state, any transporter intending to engage in the activity of transporting grit trap waste, grease trap waste or septage must first submit a permit application to the city water utilities department, division of water pollution control with the following information and documentation:
(1) Name *(s)*, business address, and telephone number of the applicant *(manager/owner)*.
(2) Trade name under which the applicant intends to transport liquid waste.
(3) For each vehicle requesting permitting the person must provide:
    a. Type of vehicle, *including the designated type of waste to be hauled (separate vehicles per type of waste) for instance grease, grit, portable toilet, chemical toilet, etc.* and *each* tank volume*(s)*. *The minimum tank capacity is specified in Exhibit 1 of section 31-150*.
    b. General physical description or manufacturers trade description.

c. A sworn notarized affidavit of applicant stating that the transport vehicles meet the minimum specifications and maintenance provisions set forth in section 31-150.

d. Application and registration assigned by the state [~~(TNRCC)~~]. *(TCEQ)*.

e. Photocopy of the driver's license of all vehicle operators under the employ of the applicant.

(4) The period of time the applicant has been engaged in the activity of transporting liquid waste, and the daily hours of operation.

(5) *To include a* [~~A~~] statement setting out any record of criminal convictions against the applicant, or anyone under his employ, resulting from the unlawful operation of a vehicle used to transport liquid waste, *including grease trap waste, grit trap waste, and septage within the state, and outside the state.*

(6) ~~Documentation that the applicant has obtained the necessary insurance required under section 31-146.~~ *Criminal background information for any person conducting transporter's businesses. No employee may have been convicted of the following crimes with in the last ten years: Fraud, tampering with government documents.*

(7) ~~[Any additional requested information from the director or his/her designated representative, which is relevant to the evaluation of the applicant.]~~ *Official documentation the company is up-to-date on taxes and fees.*

(8) Official driving record for each company's driver.

(9) Documented proof that the applicant has obtained the necessary insurance required under section 31-146.

(10) A document granting access to the truck's GPS; this system shall be compatible to city's GPS system and includes a PTO sensor. Each truck shall have a GPS tracking device installed allowing the city to monitor the truck's activities including location and PTO and pump activities.

Sec. 31-145. Investigation of information.

The staff of the water utilities department may conduct an investigation to determine the accuracy of the information supplied by the applicant prior to the issuance of a permit. *Supplying false information to the department shall be grounds for refusal to grant a permit or revocation of a permit if already issued. The transporter shall update information contained in the application, in writing, to reflect any changes in the information required by the initial application prior to making these operational changes.*

Sec. 31-146. Insurance requirements.

a) Prior to issuance of a permit, the applicant must file with the city water utilities department, evidence of a policy of public liability insurance and thereafter keep same in full force and effect with an insurance company authorized to do business in the state.

The transporter is required to provide an insurance which meets the minimum state requirements and is licensed in the State of Texas and has a "Best's Key Rating" as follows:

An insurance rated A, and for the amount of one million dollars ($1,000,000.00).

b) The vehicle insurance provisions of such policy shall provide a minimum amount of coverage in the policy as to each and every transporter vehicle to be not less than one million dollars ($1,000,000.00) for bodily injury or death of any one (1) person, for bodily injury or death in any one (1) accident, for the damage to, or destruction of, property in any one (1) accident. *Coverage is to include the pollution liability endorsement with limits not less than one million dollars ($1,000,000.00). Such coverage shall be endorsed to cover the upset, overturn, and remediation of the load in transport. Both policies shall name the City of Laredo as an additional insured.*

c) The certificate of insurance required by this ordinance shall contain a provision requiring that the City of Laredo's Utilities Department must be notified in writing, of cancellation or material change in the policy. In the event of cancellation or material change in the transporter's policy, the permit shall be suspended until such time as the transporter can again secure appropriate coverage.

Sec. 31-147. Permit fees.

(a) Prior to application and issuance of a permit the applicant shall tender to the city water utilities department the current application and registration fees in accordance with the fee permit schedule. In addition during the process of reissuance of a permit, the applicant shall tender the current registration fee to the city water utilities department.

(b) The permittee disposing waste at a city owned and authorized disposal site will be charged a monthly wastewater treatment recovery cost at the end of every month. This charge will be calculated in accordance of section 31-99, *and on a minimum 500 gallons per trip basis*.

Sec. 31-148. Vehicle inspection.

(a) Prior to issuance of a permit, the department shall require the applicant to submit, for inspection by the department, each vehicle which will be utilized to transport grit trap waste, grease trap waste, and/or septage. The department or its agents shall determine if the transport vehicle is constructed and equipped in accordance with section 31-150 of this division and the tanks, valves, and hoses on the vehicle are in good repair, prior to permit issuance.

(b) *In addition to the initial department inspection prior to the issuance of a permit,* ~~[D]~~designated departmental employees are hereby authorized to reinspect the vehicles periodically in order to observe that the vehicles are generally maintained in good repair so as not to constitute a public health hazard under the provisions of this division. These inspections may take place at any reasonable and safe location during normal business hours.

(c) These inspections are in no way meant to take the place of any state and/or federally mandated motor vehicle requirements.

(d) All transport vehicles shall have a valid DPS inspection sticker properly displayed, as well as the transportation registration stickers issued by TCEQ and the control authority.

(e) Each vehicle shall be equipped with a GPS device allowing the City to monitor the truck's activities, including location and PTO and pump activities, to ensure compliance with the provisions of this ordinance.

(f) Each vehicle shall be equipped with a measuring device at the tank indicating the depth of liquid on a scale accurate to 1" calibrated against a graph indicating the volume of liquid in the tank in gallons.

Sec. 31-149. Issuance of permit.

(a) Upon satisfying the requirements set out under section 31-144, the department shall issue a permit to the applicant with specific permit number assignments for each truck requesting registration. The permit will be valid for a one-year period and terminating on ~~[August 31]~~ *December 31st* of the year of issuance or reissuance. The permit requirements set out in section 31-144 must again be met prior to reissuance.

The city water system specifically excludes and prohibits the transporting, discharge, or disposal of hazardous wastes in vehicles permitted hereunder to carry liquid waste. Transporters carrying hazardous waste from, within or through, the regional agent boundary must first obtain the special applicable TCEQ or EPA permit(s) and use the appropriate hazardous waste transportation and disposal manifest system.,

It is the responsibility of permittee to affix stickers to three (3) sides of the holding tanks indicating waste being hauled.

(b) Prior to the operation of any vehicle regulated by this article, each permitted liquid waste transportation truck [~~must display~~] *shall permanently mark such vehicle displaying* on both sides and the rear of each vehicle, in a color clearly contrasting with the background, in three-inch letters or larger, the business or trade name of the transporter contained in the permit [~~and~~] , the city assigned permit number specified for each truck [~~registered~~].

(c) In addition to the display of the city permit number, every registered truck will be issued a decal displaying the year of active registration *and the type of waste permitted to be hauled*. This decal shall be displayed on both sides of the tank, in an easily viewed but unobstructed area [~~on~~] *of* the registered [~~truck~~] *vehicle* by an inspector from this department. *Also another decal with phone number for complaints about truck activities must be placed at the rear of the tank.*

(d) A permit issued under this division is nontransferable, and may be revoked by the city for violations by the permittee of the terms of the permit or of this [~~division~~] *ordinance*.

Sec. 31-150. Vehicle specifications and maintenance requirements.

All liquid waste transportation vehicles transporting waste within the regional agent boundary by roadway shall conform to the following vehicle specifications and maintenance requirements.

(1) *Vehicle specifications.*

a. The vehicle must be equipped with [~~tank(s)~~] *one single tank with dual capacity to include water for one single type of waste,* that is [~~(are)~~] firmly, securely and permanently attached to the [~~primary structure~~] *chassis* of the vehicle in such a manner as to assure that the tank[~~(s)~~] will not loosen or dislodge during the transport of liquid waste[~~s.~~] *and that meets all applicable federal, state and local laws with a total capacity as listed in Exhibit 1 of this section. Non Motorized Vehicles,* [~~V~~]*v*ehicles with portable or removable tank(s), or other containers temporarily attached or affixed to vehicles are prohibited.

b. All piping, valves, and connectors shall be permanently attached to the tank(s) and/or vehicles.

c. The tanks must be liquid tight. *The minimum tank capacity is specified in Exhibit 1 of this section.*

d. The tank(s) must be constructed so that every interior and exterior portion can be thoroughly cleaned.

e. All piping, valves, and connectors shall be accessible and easy to clean.

f. The inlet, or the opening of the tank(s) shall be constructed and located so that collected waste shall not spill during filling, transfer or transport.

g. Outlet connections shall be constructed so that no liquid waste shall discharge, leak, run or spill out from the tank(s). All outlets shall be prominently marked as discharge valves, be visible and readily accessible.

h. Outlets are to be of design and type suitable for the liquid waste to be safely removed and be capable of controlling outflow without discharge, spillage, spray, or flooding of immediate surroundings while in use.

i. Pumps, valves, cylinders, diaphragms and other appurtenances shall be of a design and type suitable for the liquid waste to be safely loaded, transported and removed, be capable of operation without discharge, spillage, spray or leakage, and be easily disassembled for cleaning.

Exhibit 1

Tank Size (total gallons)	Waste/Fresh Gallons	Tank Material	Minimun GVW	Minimun Rear Axle Rating	Minimun Front Axle Rating
2200	1600/600	Aluminum	29,000 lbs.		
				21,000 lb	10,000 lb
				19,000 lb	10,000 lb
				19,000 lb	10,000 lb
				19,000 lb	10,000 lb
				19,000 lb	10,000 lb
2000	1500/500	Aluminum	26,000 lb		
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
1500	1100/400	Aluminum	19,500 lb		
				14000 lb	7000 lb
				14000 lb	7000 lb
				14000 lb	7000 lb
				14000 lb	7000 lb
1700	1300/400	Stainless Steel	26,000 lb		
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
				17,500 lb	8500 lb
1350	950/400	Stainless Steel	19,500 lb		
				14000 lb	7000 lb
				14000 lb	7000 lb
				14000 lb	7000 lb
				14000 lb	7000 lb

(2) *Maintenance requirements.*

a. A liquid waste transporter shall maintain hoses, tanks, valves, pumps, cylinders, diaphragms, pipes, connections, and other appurtenances on a vehicle in good operation and repair and free from leaks.

b. Provide a safety plug or cap for each inlet and outlet tank valve.

c. Cause the vehicle exterior to be clean, vector free and relatively odor free at the beginning of each working day and provide for intermittent wash downs of vehicle exterior and wash outs of tank interiors as necessary to maintain the above conditions at all times.

d. The permittee shall remove the control authority authorization sticker, and the control authority permit number from the vehicle when it is no longer permitted to collect, transport or dispose of liquid waste or when the vehicle ownership changes.

Secs. 31-151--31-165. Reserved.

DIVISION 3. RESPONSIBILITIES

Sec. 31-166. Liquid waste transporters responsibilities.

All liquid waste transporters shall conform to the following terms and conditions in collecting, transporting, and disposing of liquid waste. Any liquid waste transporter failing to comply with the responsibilities and requirements set forth below shall be in violation of this division. Each instance of non-compliance shall constitute a separate violation.

(a) *Determining nature of material.*

(1) Prior to accepting a load of liquid waste for transportation, a liquid waste transporter shall, to the best of his ability, determine the volume, nature and classification of the material to be transported and that his/her permit, vehicle and equipment are sufficient to legally and properly accept, transport, and dispose of the load without discharge, spillage, leakage of the material, or release of malodorous fumes.

(2) Upon delivery of the waste to the disposal site, the transporter shall inform the disposal site operator of the content of the waste.

(3) At the discretion of the department of the disposal site operator, the liquid waste presented for disposal may be sampled and tested prior to disposal to verify the classification, quality, concentration, character or volume of the liquid waste. The city cost for conducted any positive, conforming test resulting in verification of unpermitted transport or prohibited discharge shall be paid by the permittee.

(b) *Interceptor evacuation.* A liquid waste transporter shall completely evacuate all grease, liquid, semi-solid, and solids from all grease or grit traps and other interceptors during servicing. Further, the discharge of liquid, semi-solids, or solids back into an interceptor after servicing is strictly prohibited. *Mobile processing vehicles shall not discharge separated water back into the interceptor or into the wastewater collection system.*

(c) *No mixing of different types of waste.* [~~A liquid waste transporter shall not mix different classifications of wastes in the same tank load. A transporter permitted by the city to transport grease trap waste, grit trap waste or septage shall not mix waste of one (1) of these waste classifications in the same tank load with another of these waste classifications.~~] *The transporter shall use exclusively the permitted truck by the city to transport just the permitted waste.*

(d) *Storage of liquid wastes.* The storage of liquid wastes in unpermitted temporary storage tanks by liquid waste transporters is prohibited. Collected waste must be disposed of within four (4) days of collection date.

(e) *Utilize appropriate disposal sites.* All liquid waste transporters shall only dispose of liquid waste at disposal sites approved, designated, or permitted by the appropriate federal, state or local regulatory agency to receive the particular classification of waste being transported.

(f) *Utilization of manifest system by transportation of grease, trap waste, grit trap waste, and septage.* All liquid waste transporters holding a city permit for transporting grease trap waste, grit trap waste, and septage shall utilize the manifest system set out in section 31-167. It is the responsibility of the permittee to assure that all manifests are completely and accurately filled out in a timely manner. *Generators who fail to sign a liquid waste manifest will be considered in violation of this ordinance.*

(g) [~~*Change in operations.* It will be the responsibility of all liquid waste transporters to supply the city with documentation of any change in business operation and all changes affecting the services to the generators and the city liquid waste transporter permit.~~]
A person who engage in the secondary transportation of waste (meaning receiving waste from other vehicles and transporting the waste to a disposal site) or any person choosing to transfer waste from one transport vehicle into another transport vehicle shall transfer the waste only at a registered or permitted type V transfer station. Emergency transfers may occur with prior approval from the director or his designee.

(h) Liquid waste transporters may accept commercial vehicle grit trap waste for transportation to a registered vehicle wash grit drying facility. This facility may either be located onsite or it may be located within fifty (50) miles of the interceptor if the offsite facility is owned by the same generator. The transporter shall follow the manifest procedures found in section 31-167 anytime the liquid waste is shipped from a commercial vehicle wash interceptor location to an offsite vehicle wash drying facility. The registered vehicle wash grit drying facility should be indicated on the manifest as the disposal site. A liquid waste transporter shall verify that the vehicle wash grit drying facility is registered prior to accepting or discharging commercial vehicle wash grit trap waste. Verification shall be accomplished by reviewing a copy of the registration issued by the control authority. Disposal of commercial vehicle wash grit trap wastes within the regional agent boundary at a drying facility that is not registered by the control authority will be a violation of this division.

(i) Change in operations. It will be the responsibility of all liquid waste transporters to supply the city with documentation of any change in business operation and all changes affecting the services to the generators and the city liquid waste transporter permit.

(j) Spills. In the event of a spill during collection or transport, the transporter shall immediately telephone the City of Laredo Utilities Department, at the telephone number listed in the permit. Notifications made pursuant to this section shall, at a minimum, provide the following:

(a) The time the discharge occurred;

(b) The location of the discharge;

(c) The type of waste discharged (including its concentration, volume, known dangerous characteristics, etc.);

(d) Any corrective actions, if any, taken by the transporter;

(e) Any other conditions, factors or circumstances that would indicate any need for expeditious, specialized or unique response to the discharge.

The transporter shall take any and all action as may be required by local, state, or federal officials having jurisdiction so that the discharge will not present a public health or environmental hazard. Such action may include vacuuming, flushing, applying chemical agents or otherwise neutralizing the discharge.

Failure to promptly and properly notify the appropriate jurisdictional authorities of a spill and take such action as required by said authorities shall constitute a violation of this division.

Sec. 31-167. Manifest system.

(a) A manifest system consisting of manifest booklets shall be used by all transporters holding a city liquid waste transporter permit. Each manifest shall thoroughly document the following information:

(1) The quantity and type of waste being transported.

(2) The generator's name, telephone number, address, date collected and signature at the point of receipt of liquid wastes by the transporter.

(3) The transporter's corporate, business or trade name, address and telephone number.

(4) The transporter's vehicle operator's name with signature.

(5) The transporter's permit number issued by the city.

(6) The registration number assigned to the transporter's vehicle by the state.

(7) The time of disposal.

(8) The signature of the disposal site operator.

(b) Manifest booklets shall be purchased from the city water utilities department in accordance with the fee schedules currently in effect.

(c) A transporter must complete one (1) manifest for each generator location services, with the exception of chemical/portable toilet companies servicing their own units.

(d) Chemical/toilet companies servicing their own units which may be located at various locations shall be required to complete one (1) manifest or each vehicle load transported.

(e) Each individual carbonless, print-trace manifest shall consist of five (5) parts.

(1) The white original of the manifest shall be signed by the transporter and generator at the time of the liquid waste collection.

(2) The green copy shall be given to the generator once signed by both the transporter and generator.

(3) The white original of the manifest shall be signed by the disposal site operator at the time of disposal and the yellow copy maintained by the disposal site operator.

(4) The pink copy of the manifest shall be maintained by the transporter for five (5) years. They shall be readily accessible for inspection by appropriate personnel of the department or be submitted to the department upon request.

(5) The gold copy shall be returned to the generator and the white original copy to the department within fifteen (15) days upon completion of the above steps.

(f) It shall be the responsibility of the liquid waste transporter to return the gold copy to the generator and the white original copy to the department within fifteen (15) days of disposal.

(g) The director may make administrative modifications of the manifest form used. Each manifest booklet shall contain thirty (30) manifests serially numbered. The department may issue more than one (1) manifest booklet to any transporter, at the department's discretion, based on volume of business, number of trucks, etc. additional manifest booklets may be purchased only after previously issued and completed manifests have been properly returned to the department as set forth in this section.

(h) In the event that a manifest booklet is lost or stolen, the permittee shall submit a sworn and notarized affidavit stating the circumstances surrounding the loss of the booklet, the probable contents of the wastes transported and disposed of, and efforts made to locate the booklet. After reasonable investigation by the department indicates no fraudulent or wrongful acts by the permittee, the department shall not unreasonably deny continued purchase of manifest booklets. *Excessive instances of lost manifest books will be a violation of this ordinance. More than two (2) lost books in one (1) permit year will be considered excessive.*

(i) Unlawful use of manifests. Falsification of any information required in a manifest shall be grounds for immediate suspension or revocation of the control authority liquid waste transportation permit and each instance of falsification shall be considered a separate violation of this division. The physical transfer of manifests by a permit holder to anyone other than the permittee's transportation vehicle operators or the department is prohibited. Purchase and/or resale of manifests from any source other than the department is prohibited. Each instance of purchase, transfer, or resale of manifests shall constitute a separate violation of this division.

(j) Maintenance of manifest records. All permittees shall maintain all transporter manifest copies for a period of five (5) years. All generators shall maintain generator manifest copies for a period of five (5) years. All disposal site operators shall maintain all disposal site manifest copies for a period of five (5) years. The department shall maintain all department manifest copies for a period of five (5) years. Should any pending administrative law proceeding or litigation mandate that such records be preserved for more than five (5) years, affected persons shall adhere to the dictates of those proceedings.

(k) Manifest discrepancies. A facility which receives waste must note any significant discrepancies on each copy of the manifest ticket. Manifest discrepancies are differences between the quantity or type of waste designated on the manifest, and the quantity or type of waste a facility actually received. Significant discrepancies in type are obvious differences which can be discovered by inspection or waste analysis. Significant discrepancies in quantity are:
(a)For bulk weight, variations greater than ten (10) percent in weight; and
(b)For liquids, any variation greater than fifteen (15) percent in gallons. Upon discovering a significant discrepancy, the transporter must attempt to reconcile the discrepancy with the waste generator or owner or operator of the receiving facility (e.g., with telephone conversations). If the discrepancy is not resolved within fifteen (15) days after discovery, the transporter must immediately submit to the control authority a letter describing the discrepancy and attempts to reconcile it, and a copy of the trip ticket(s).

Sec. 31-168. Disposal site procedures.
All liquid waste transporters permitted hereunder shall follow the procedures required by the appropriate city, state, or federal authority when disposing of liquid waste in a registered or permitted disposal site under the jurisdiction of such authority. Additionally, the following procedures must be followed by liquid waste transporters holding city permits when disposing of liquid waste at one (1) of the approved liquid waste disposal sites.

Sec. 31-169. Disposal procedures.
(a) City liquid waste transporter permit holders will not dispose of waste at the disposal site until authorized disposal personnel have done the following:
(1) Inspected the permit holder's permit to see if it is still valid.
(2) Verified that the manifest being presented by the permittee's employee is appropriate for both the classification of waste being transported and the vehicle tank capacity being used.
(3) Signed the manifest and received the disposal site operator's copy of same.
(4) Verified and collected the appropriate volume stated on the manifest.
(5) Collected sample when required and documented for laboratory analysis.
[(b) Reserved.]

Sec. 31-170. Responsibilities of generator and disposal site operator.
(a) It shall be unlawful and an offense under this section for a generator to fail to do the following:
(1) It shall be the responsibility of every generator of liquid waste to:
a. Know or ascertain the contents, characteristics and classifications of wastes;
b. Have liquid waste removed from his premises by a transporter holding the proper city, state, and/or federal permits or registrations required to collect and transport such waste; and
c. Make a determination that the waste to be transported under this division is nonhazardous, as required.

(2) A generator of hazardous waste, or liquid waste in combination with hazardous waste, shall only have such waste removed from his premises by a transporter holding the applicable city, state or federal permit or registration to transport wastes.
(3) A generator of liquid waste shall have traps serviced as frequently as necessary to prevent bypass or overflow and to insure proper operation of the trap. Such generators shall [~~have traps~~,] *at minimum, have traps serviced quarterly or* as approved by the director in accordance with all other provisions of this division.
(4) A generator of liquid waste shall sign the manifest presented by the liquid waste transporter holding a city liquid waste transporter permit and shall keep the manifest for a period of [~~three (3)~~] *five (5)* years. Appropriate department personnel may inspect such manifests during normal business hours.
(5) A generator shall, in addition to the requirements above, be responsible for performing the following:
a. Install or provide a collection point for liquid waste of size and type specified by the appropriate city, state, or federal authority, if any such specification exists.
b. Continuously maintain the collection point in an accessible, clean, safe and proper operational condition.
c. Supervise the proper maintenance of the collection point.
d. Report discharges, spills or accidents involving collection point which pose a threat to the public health or potential damage to the environment involving the collection point to the utilities department immediately.
e. Recover all accidental spills and discharges immediately and have such waste disposed of by a transporter holding a valid permit, license, or registration from the appropriate city, state or federal authority.
(6) It is the responsibility of every generator to hire and supervise the maintenance of their grease trap, grit trap or septage tank for proper cleaning and procedures. Any dissatisfaction with service must be discussed with the contracted liquid waste transporter. If high surcharge bills continue although regular trap maintenance, it is the responsibility of the generator to hire and supervise the maintenance to their satisfaction.
(7) Grit trap waste generators that choose to dry their waste before disposal shall construct an onsite drying facility specified and approved by the director. The waste shall be transported and disposed of by a transporter holding a city permit to an authorized and permitted disposal site.

(b) It shall be unlawful and an offense under this section for *disposal site* operators to fail to do the following:
(1) Liquid waste disposal site operator which accepts liquid waste from a transporter permitted by the city shall comply with this division and receive waste from a transporter holding a city permit issued hereunder according to the requirements of the permit and the division. Every disposal site operator shall maintain the operator's copy of a manifest from a city liquid waste transporter permit for a period of [~~three (3)~~] *five (5)* years. The appropriate department personnel may inspect such manifests during normal business hours.

Sec. 31-171. Secondary transporters.
Secondary transporters shall comply with all the requirements for transporters contained in section 31-142 through section 31-188.

Secs. 31-172--31-185. Reserved.

DIVISION 4. ENFORCEMENT AND CHARGES*

Sec. 31-186. Enforcement.
~~[Violations, penalties and legal action will be in correlation with section 1-6 of this Code.]~~

31-186.1 Administrative Enforcement

(1) Notification of violation. Whenever the director believes that any person or permitee has violated or is violating this ordinance, the director may serve (either personally or by certified mail) the person or permittee with a written notice stating the nature of the alleged violation. Within fifteen (15) working days of the receipt of this notice, an explanation of the violation and plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the permitee to the director. The permitee may contest the finding(s) set forth in the notice of violation. Nothing in this section shall limit the authority of the director to take action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(1) If the person or permittee denies responsibility for the alleged violation, the person or permittee must submit a letter to the director explaining in detail why responsibility is being contested.

(2) If the recipient of an alleged violation notice fails to respond in writing to the director within fifteen (15) working days response period, the director may:

a. Refer the violation to the city attorney for prosecution and / or,

b. Exercise any of the administrative remedies enumerated below, including denial, suspension, and revocation of a permit.

(b) Legal action.

(1) The city has all remedies afforded it by the penal and civil laws of the State of Texas, of the United States of America, and in equity to enforce this article.

(c) Criminal penalty.

Each instance of non-compliance constitutes a separate violation.

Each day of continuing violation constitutes a separate offense.

The penalty for violation of this ordinance shall be a fine of not less than five hundred dollars ($500.00), nor more than two thousand dollars ($2000.00).

Sec. 31-186.2 Denial, suspension, and revocation of permit.

(a) Authority to deny, suspend, and revoke permits. The director may deny, suspend, or revoke a permit if determines that a permitee:

1. *Is not qualified under this article.*
2. *Violates any of the provisions of this article, any procedural or operational rule or regulation promulgated by the director to implement this article, or applicable provisions of the city code or state law.*
3. *Has failed to pay a required fee or fine.*
4. *Has failed to comply with the inspection required.*
5. *Has failed to deliver required manifest(s) or manifests booklets to the city.*
6. *Has failed to timely respond to a notice of violation or alleged violation.*

(b) Any violation or non-compliance of Sec. 31-144, and or 31-146, and or 31-150 will result in the automatic denial, suspension, and revocation of permit.

(c) Reinstatement of suspended or revoked permit:

After suspension or revocation under this section, a permit may file a request for reinstatement of the permit.

If the director determines that the permittee is again qualifies after all fines have been paid, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, the director may reinstate a permit.
A permit whose permit is suspended or revoked may not collect, transport, or dispose any liquid waste materials within the territorial jurisdiction of the city.

Sec. 31-187. Right of revision.
The city reserves the right to amend this article at any time to establish more stringent specific limitations or requirements on disposal to the regional wastewater transportation and treatment system if deemed necessary by the city to protect the collection, treatment operations and processes or to cure or prevent an effluent quality problem in potential landfill leachates, treated wastewater and/or resulting sludges. The city reserves the right to amend this article to comply with the general objectives and purposes.

Sec. 31-188. Fees.
The following schedule of fees to be charged by the city is hereby adopted and ordered into effect:
(1) *Application.* One-time cost for each company. This fee will not be assessed more than once unless the company fails to renew registration by specific date and again is requesting city registration.
~~[a. Clerical work; filing . . . $10.00~~
~~b. Truck operator training . . . 20.00~~
~~c. Application verification . . . 20.00~~
~~Total $50.00]~~

$ 100.00

(2) *Registration.* Annual cost per truck requesting registration. Registration expires at end of year.
~~[a. Truck inspections and decal . . . 10.00~~
~~b. Clerical work . . . 5.00~~
~~c. Manifest verification . . . 10.00~~
~~Total $25.00]~~

$ 75.00

(3) *Manifests.* Manifests will be in quantities of thirty (30) per booklets. *One booklet per truck*
~~[a. Costs of booklets . . . $4.00]~~
Total per booklet $ 10.00

SECTION 2: SEVERABILITY. That if any provision, section, sentence, clause or phrase to this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 3. PUBLICATION.
That this ordinance shall be published one time in a local newspaper, pursuant to the City Charter 2.09 (D).

Section 4. EFFECTIVE DATE.
That this ordinance shall take effect and be in force from and after its publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL 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:	SUBJECT: FINAL READING OF ORDINANCE NO. 2011-O-098
8/01/2011	Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.1062 acres, as further described by metes and bounds in attached Exhibit "A", located at 23451 F.M. 1492, from AG (Agricultural District) to B-4 (Highway Commercial District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District VII ZC-24-2011

Initiated by:	Staff source:
Elias Herrera Daniel Gomez, P.E.	Nathan R. Bratton, Interim Planning Director

Prior action: The current item was introduced by Johnny Rendon at the regular Council meeting of July 18, 2011.

BACKGROUND

Council District: VII – The Honorable Jorge Vera

Proposed use: Commercial

Site: The site is currently occupied by Laredo Energy.

Surrounding land uses: Bricker Transport, mobile homes, and vacant land are to the west of the site. To the east of the site is vacant land, and beyond that along Silver Mine road are single family residences, mobile homes, miscellaneous storage buildings, vacant land, truck storage, and a warehouse. South of the property is mostly vacant land, and miscellaneous storage buildings. On the north side of F.M. 1492 is truck storage, mobile homes, vacant land, and Perez Restaurant and Market.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Industrial/Heavy Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies F.M. 1492 as an Expressway; Silver Mine Road is not identified on the Long Range Thoroughfare Plan.

Letters sent to surrounding property owners: 3 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The change is compatible with the surrounding M-1 (Light Manufacturing District) to the north and B-4 (Highway Commercial District) to the east. The proposed change is consistent with the Comprehensive Plan's Light Industrial/Heavy Commercial designation for the area. This area is following a pattern of industrial/commercial development.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a 7 to 0 vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

IMPACT ANALYSIS:

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

Is this change contrary to the established land use pattern?
No. There are industrial/commercial uses along the F.M. 1492 corridor at this location. While there are residences to the east along Silver Mine Road, they do not abut the property proposed for the zone change.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is a B-4 (Highway Commercial District) area to the east, on the east side of Silver Mine Road.

Will change adversely influence living conditions in the neighborhood?
No. Uses along the F.M. 1492 corridor in this area are predominantly industrial/commercial and the pattern of development is industrial/commercial.

Are there substantial reasons why the property can not be used in accord with existing zoning?
Yes. The AG (Agricultural District) zoning does not allow for most commercial uses.

ORDINANCE NO. 2011-O-098

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.1062 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 23451 F.M. 1492, FROM AG (AGRICULTURAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of 1.1062 acres, as further described by metes and bounds in attached Exhibit "A", located at 23451 F.M. 1492, from AG (Agricultural District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2011; and,

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

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

WHEREAS, the City Council has held a public hearing on July 18, 2011, 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.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 1.1062 acres, as further described by metes and bounds in attached Exhibit "A", located at 23451 F.M. 1492, from AG (Agricultural District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

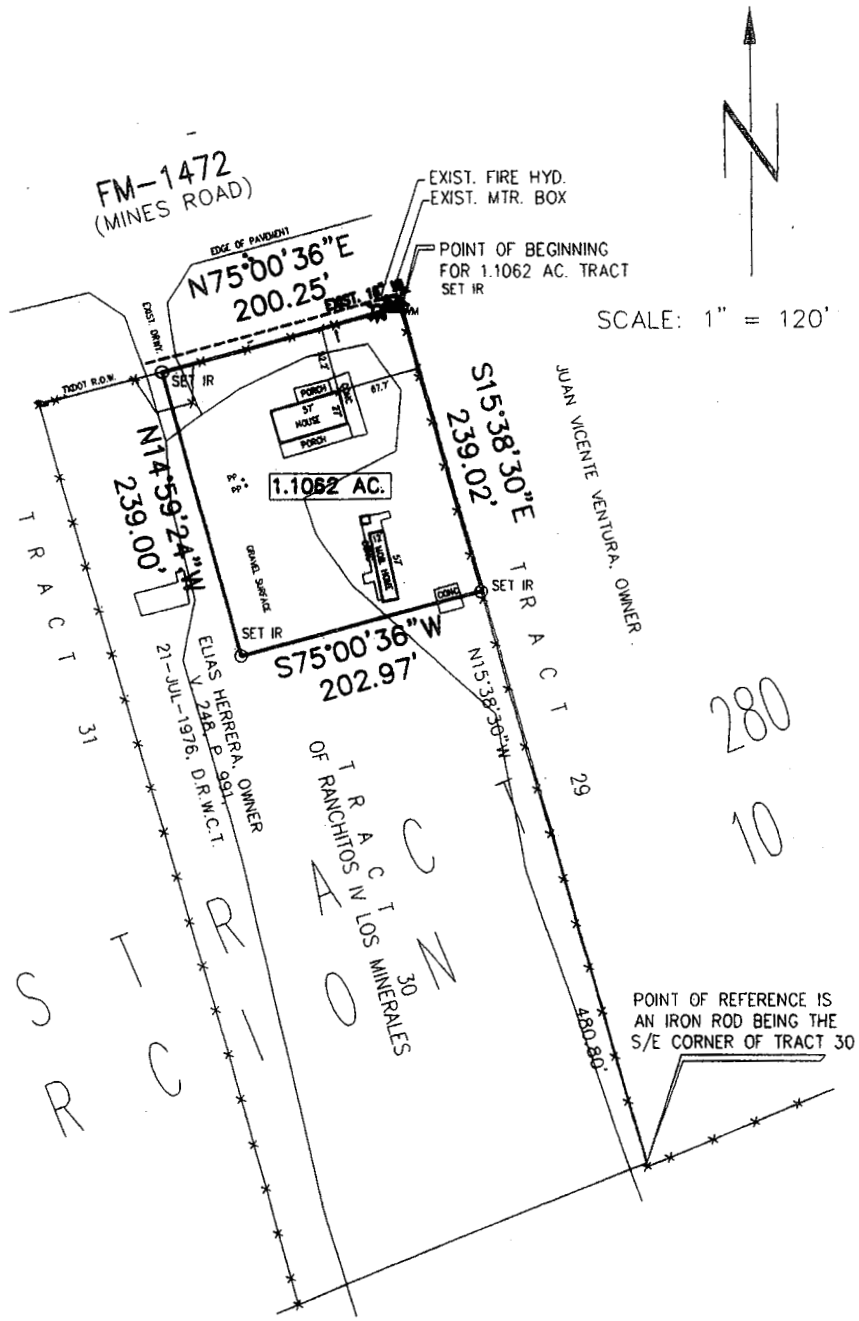
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY



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 DEED.
3. THIS SKETCH ACCOMPANIES A METES & BOUNDS DESCRIPTION PREPARED BY AND DATED SAME.

GUERRA ENGINEERING & SURVEYING CO.

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

BOUNDARY SURVEY OF A 1.1062 ACRE TRACT OF LAND BEING OUT OF AN 6.4119 ACRE TRACT 30 OF RANCHITOS IV LOS MINERALES (AN UNRECORDED SUBDIVISION PLAT IN WEBB COUNTY, TX.), AND AS PER INSTRUMENT DATED 21-JUL-1976 IN V. 248, P. 991-998, D.R.W.C.T., AND BEING SITUATED IN PORCION 10, ABSTRACT 280, TOMAS SANCHEZ - ORIGINAL GRANTEE; IN WEBB COUNTY, TEXAS.

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

STATE OF TEXAS
REGISTERED
ALFREDO T. GUERRA
5702
PROFESSIONAL
LAND SURVEYOR

23-FEB-2011
DATE

ALFREDO T. GUERRA, R.P.L.S. # 5702

EXHIBIT "A" (1 of 2)

1.1062 Acre Tract of Land out of
Porcion 10, Abstract 280, Tomas Sanchez - Original Grantee, Webb County, Texas

A 1.1062 acre tract of land, more or less, being out of an original 6.4119 acres known as Tract 30 of Ranchitos IV Los Minerales (an unrecorded subdivision plat in Webb County, Tx.), and as per instrument dated 21-Jul-1976, in vol. 248, page 991-998, Deed Records of Webb County, Texas, and being situated in Porcion 10, Abstract 280, Tomas Sanchez - Original Grantee, in Webb County, Tx.; said tract being more particularly described as follows:

COMMENCING at an iron rod being the southeast corner of said Tract 30, same being the southwest corner of a Tract 29, Ranchitos IV Los Minerales; THENCE, N 15E38'30" W, a distance of 719.82 feet, along the common line between Tracts 30 & 29, to a set iron rod for the POINT OF BEGINNING of this tract;

THENCE, S 15E38'30" E, a distance of 239.02 feet, along the east line of said Tract 30 and hereof, same being the west line of a Tract 29, to an iron rod set for the southeast corner hereof;

THENCE, S 75E00'36" W, a distance of 202.97 feet, along the south line hereof to a set iron rod for the southwest corner hereof;

THENCE, N 14E59'24" W, a distance of 239.00 feet, along the west line hereof to a set iron rod along the southwest right-of-way line of FM-1472 Mines Road (TXDOT R.O.W.), for the northhwest corner hereof;

THENCE, N 75E00'36" E, a distance of 200.25 feet, along the north line hereof, same being the southwesterly right-of-way line of FM-1472 Mines Road, to the POINT OF BEGINNING of this 1.1062 acre tract of land, more or less.

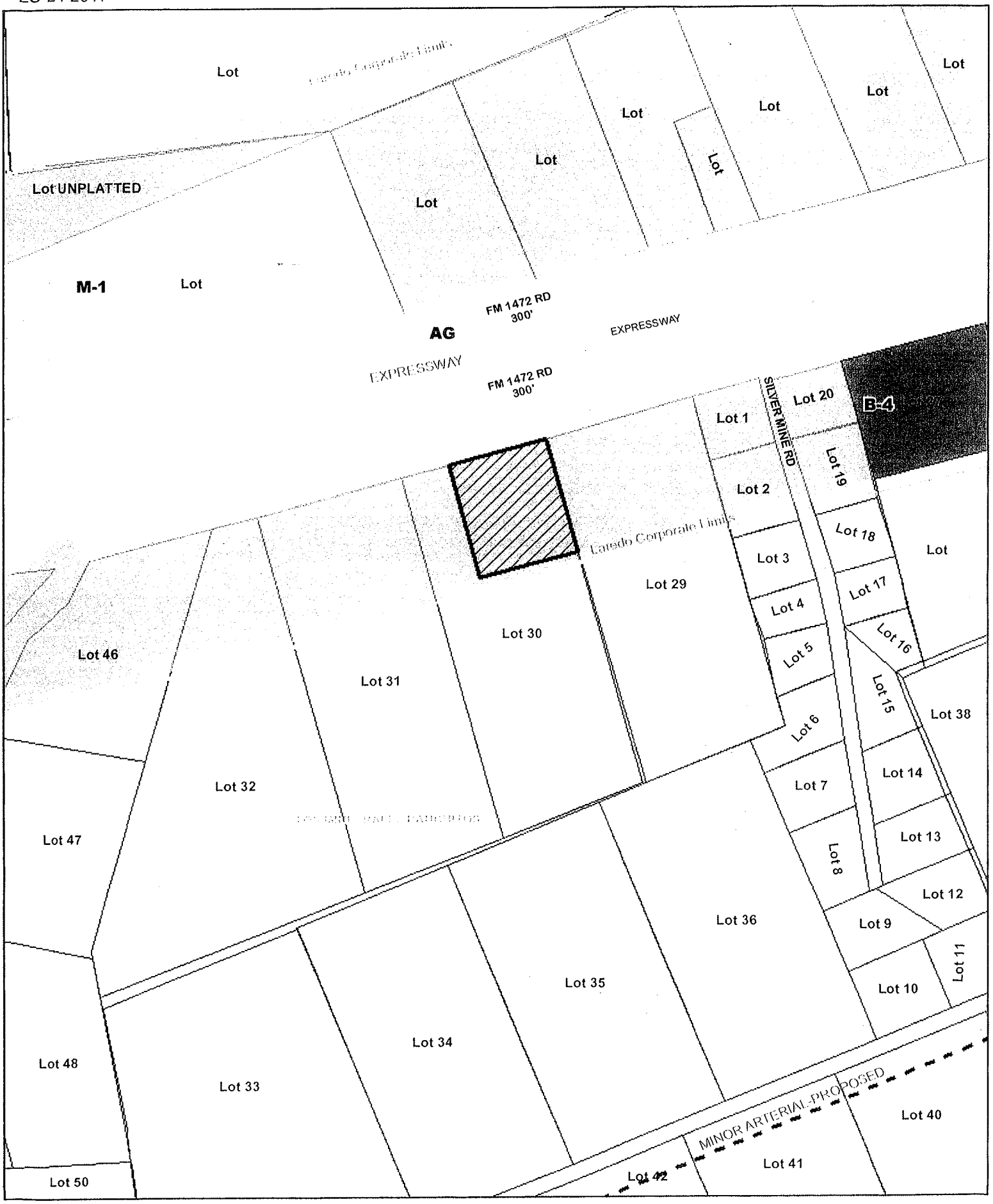
EXHIBIT "A" (2 of 2)

23451 FM 1472

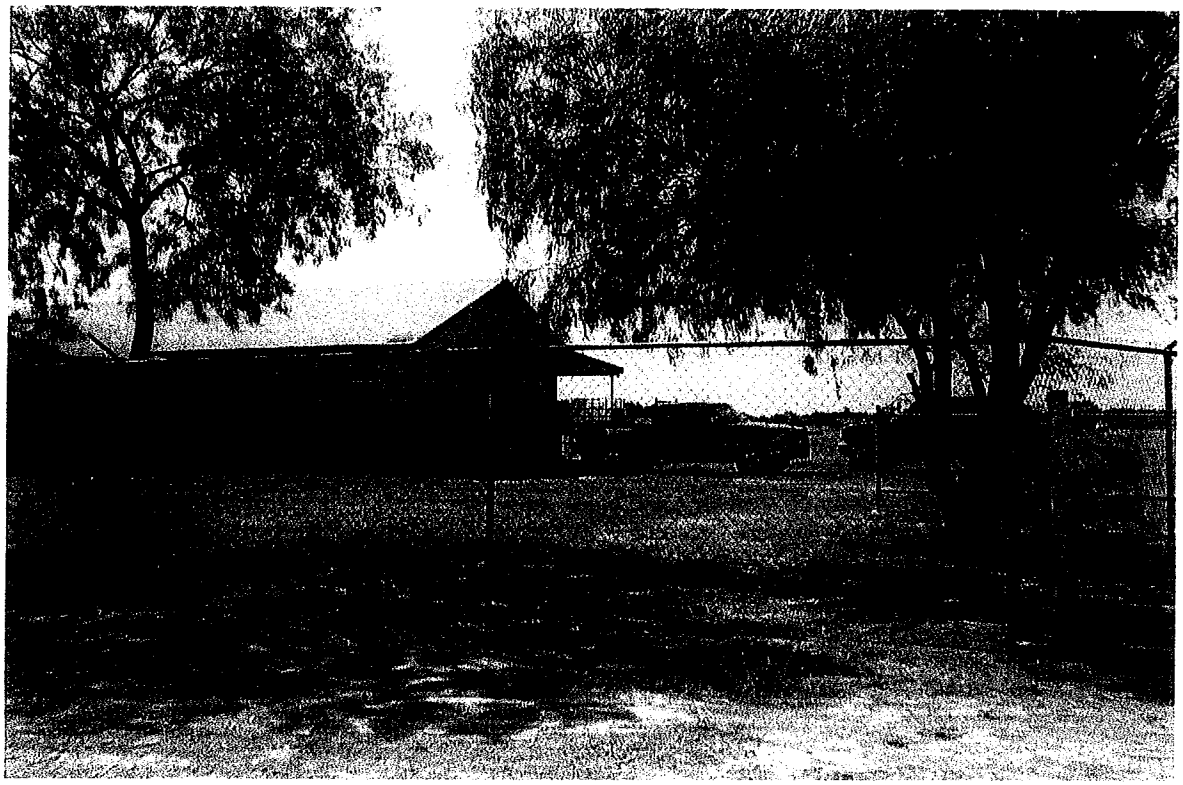
ZC-24-2011

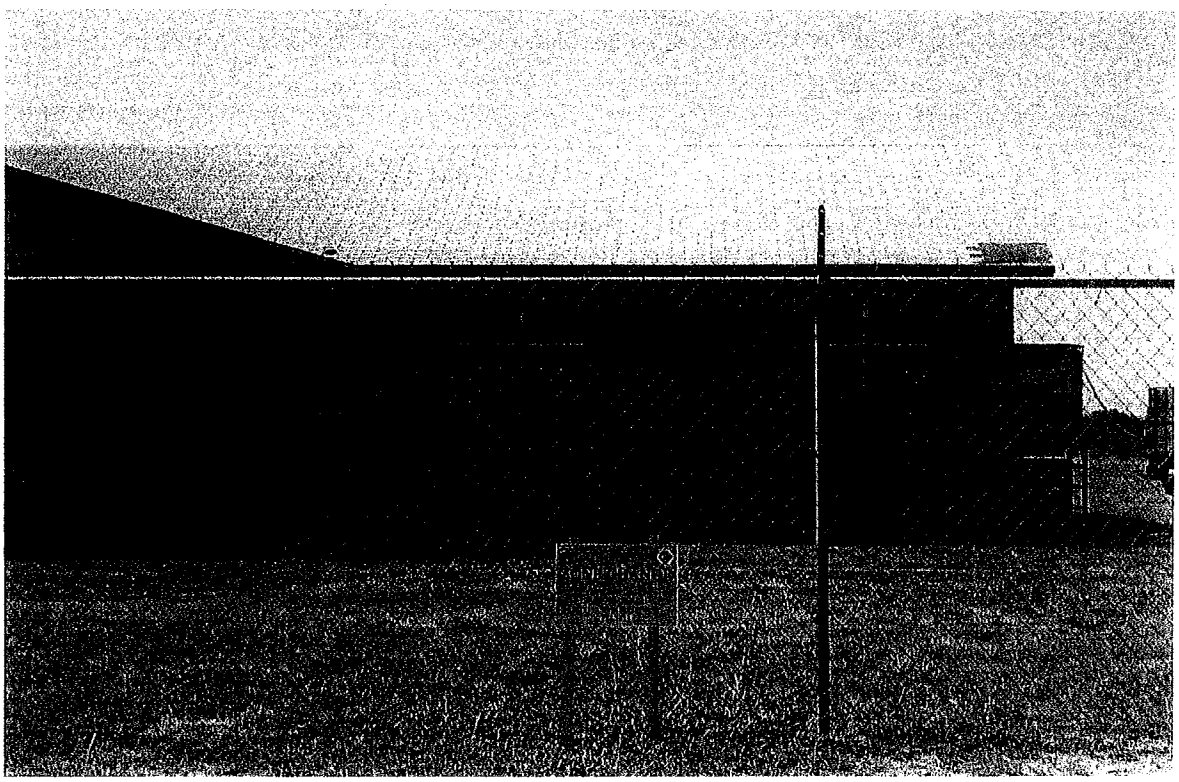
Rezone from AG (Agricultural District) to B-4 (Highway Commercial District)

NORTH



1 inch = 250 feet





COUNCIL COMMUNICATION

DATE:	SUBJECT: **Final Reading Ordinance No. 2011-0-099**
07/18/11	Authorizing the City Manager to execute a lease agreement with Johnny Cavazos DDS, as lessee, for approximately 4,272 square feet constituting Building No. 910 located at 4403 North Daugherty Avenue, at the Laredo International Airport. Lease term is for one (1) year commencing on November 1, 2011 and ending on October 31, 2012, and may be extended three (3) year(s) ending October 31, 2015. However, it is agreed by the parties that the lease may be terminated by either party upon giving sixty (60) day written notice from the party terminating to the other. Monthly rent shall be $3700.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.

INITIATED BY: Jesus Olivares Assistant City Manager	**STAFF SOURCE:** Jose L. Flores Airport Director

PREVIOUS COUNCIL ACTION: On December 4, 2006, Ordinance was introduced by City Council, and Staff was instructed to proceed.

BACKGROUND:

Johnny Cavazos DDS has been a tenant of the airport since February 25, 2002.

Johnny Cavazos DDS wishes to continue leasing Building No. 910 for medical use. Lessee is responsible for providing Public Liability Insurance in minimum amounts of $500,000 per incident and $100,000 property damage per incident naming the City of Laredo as co-insured.

Building No. 910 is leased in "as-is" condition.

*Previous Rent: $ 2,018.25 11/01/08 to 10/31/09
*Previous Rent: $2,094.94 11/01/09 to 10/31/10
*Year Built: 1975 (Building was leased to Dr. E.H. Borchers, Dr. Borchers sold the practice to Dr. Cavazos)

FINANCIAL IMPACT: Building Rent Revenues
Account No. 242-0000-361-1060
Monthly Rent: $3700.00 ($0.87 Per Sq. Ft.)
x 12 Months = $44,400

COMMITTEE RECOMMENDATION: On July 5, 2011 the Airport Advisory Board recommended approval.	**STAFF RECOMMENDATION:** Approval of this Ordinance.

ORDINANCE NO. 2011-O-099

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH JOHNNY CAVASOS DDS FOR APPROXIMATELY 4,272 SQUARE FEET CONSTITUTING BUILDING NO. 910 LOCATED AT 4403 NORTH DAUGHERTY AVENUE, AT THE LAREDO INTERNATIONAL AIRPORT;
1.LEASE TERM IS FOR ONE (1) YEAR COMMENCING ON NOVEMBER 1, 2011 AND ENDING ON OCTOBER 31, 2012, AND MAY BE EXTENDED THREE (3) YEAR(S) ENDING ON OCTOBER 31, 2015. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY UPON GIVING A SIXTY (60) DAY WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER;
2.MONTHLY RENT SHALL BE $3700.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Johnny Cavazos DDS, as LESSEE, for approximately 4,272 square feet constituting Building #910 located at 4403 North Daugherty Avenue, at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport.

WHEREAS, the Airport Advisory Board finds that said Assignment of Lease and contract are in the best interest of the Airport; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agree with same.

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

Section 1: The City Manager is hereby authorized to execute a lease with Webb County for approximately for approximately 4,272 square feet constituting Building #910 located at 4403 North Daugherty Avenue, at the Laredo International Airport.

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 _____, 2011.

_____
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:	SUBJECT: **Final Reading Ordinance No. 2011-O-100**
07/18/11	Authorizing the City Manager to execute a lease with Webb County, as Lessee, for approximately 1,000 square feet constituting Building No. S-3 located at 1703 Sandman Street at the Laredo International Airport. Lease term is for one (1) year commencing on May 1, 2011 and ending on April 30, 2012, and may be extended for one (1) year ending on April 30, 2013. However, it is agreed by the parties that the lease may be terminated by either party upon giving a sixty (60) day written notice from the party terminating to the other. Monthly rent shall be $558.80 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.

INITIATED BY: Jesus Olivares Assistant City Manager	**STAFF SOURCE:** Jose L. Flores Airport Director

PREVIOUS COUNCIL ACTION: On December 4, 2006, Ordinance was introduced by City Council, and Staff was instructed to proceed.

BACKGROUND:

Webb County wishes to continue leasing Building No. S-3 for warehouse storage. Lessee is responsible for providing Public Liability Insurance in minimum amounts of $500,000 per incident and $100,000 property damage per incident naming the City of Laredo as co-insured.

Building No. S-3 was constructed in 1943 and is leased in "as-is" condition.

*Previous Rent: $550.00 (0.50 per sq. ft.)
X 12 months= $ 6,600.00

FINANCIAL IMPACT: Building Rent Revenues
Account No. 242-0000-361-1060
Monthly Rent: $558.80 ($0.56 Per Sq. Ft.)
x 12 Months = $6,705.60
Percentage Increase: 1.6%

COMMITTEE RECOMMENDATION: On July 05, 2011 the Airport Advisory Board recommends approval.	**STAFF RECOMMENDATION:** Approval of this Ordinance.

ORDINANCE NO. 2011-O-100

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH WEBB COUNTY FOR APPROXIMATELY 1,000 SQUARE FEET CONSTITUTING BUILDING NO. S-3 LOCATED AT 1703 SANDMAN STREET AT THE LAREDO INTERNATIONAL AIRPORT;
1. LEASE TERM IS FOR ONE (1) YEAR COMMENCING ON MAY 1, 2011 AND ENDING ON APRIL 30, 2012, AND MAY BE EXTENDED ONE (1) YEAR ENDING ON APRIL 30, 2013. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY UPON GIVING A SIXTY (60) DAY WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER;
2. MONTHLY RENT SHALL BE $558.80 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agree with same.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2011.

_____
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:	SUBJECT: **Final Reading Ordinance No. 2011-O-101**
07/18/2011	Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with Bruni Supply Chain Solutions as Zone Site Operator located at 13599 N. Lamar and located within Foreign Trade Zone Site No. 3 at Killam Industrial Park; effective August 1, 2011 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.

INITIATED BY: Jesus M. Olivares Assistant City Manager	**STAFF SOURCE:** Jose L. Flores, Airport Manager

PREVIOUS ACTION: City Council has approved other FTZ operator agreements.

BACKGROUND:

Bruni Supply Chain Solutions is a Laredo, TX based brokerage, logistics, and distribution company with a worldwide client base. With years of experience in the industry, Bruni Supply Chain solutions looks to continue to grow their client base and better serve their existing customers.

A Foreign-Trade Zone (FTZ) is a secured specialized area, in or adjacent to the U. S. Port of Entry, which is considered to be outside the Customs Territory of the United States. Both foreign and domestic merchandise may be admitted to a Zone with no duty paid on the foreign merchandise unless and until it leaves the Zone for domestic consumption. If the merchandise is exported, no duties are paid to U. S. Customs and Border Protection.

Operators will be required to post a FTZ Operators Bond with the U. S. Customs Service in the amount of $100,000, a Foreign-Trade Zone Indemnification Bond (Grantee/Operator) in the amount of $100,000 naming the City of Laredo, Grantee of FTZ No. 94, as Obligee, as well as provide Public Liability Insurance in the amount of One Million Dollars for the benefit of the City of Laredo, naming the City of Laredo as additional insured.

At present, Laredo has 10 approved Foreign-Trade Zone sites which include (1) Laredo International Airport, (2) Proposed Tex-Mex Railroad Switching Yard, (3) Killam Industrial Park, (4) Laredo Northwest adjacent to the Solidarity Bridge, (5) La Barranca Ranch on Interstate 35, (6) Unitec Industrial Park, (7) Embarcadero Industrial Park and (8) 4-G Investments (Uni-Trade) (9) Kuhne+Nagel, at El Portal Industrial Park and (10) PG Distribution LLC. at El Portal Industrial Park. Within these parks are twenty (20) companies which are activated/authorized to conduct foreign-trade zone operations.

FINANCIAL: The Operators Agreement provides the following fees:

Account No. 242-0000-361-1065:

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

Transaction Fee: $5.00

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
On July 5, 2011, the Airport Advisory Board recommended approval.	Approval of this Ordinance.

ORDINANCE NO. 2011-O-101

Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with Bruni Supply Chain Solutions as Zone Site Operator located at 13599 N. Lamar and located within Foreign Trade Zone Site No. 3 at Killam Industrial Park; effective August 1, 2011 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed Foreign-Trade Zone Operations Agreement between the City of Laredo, as Zone Grantee of Foreign-Trade Zone No. 94, and Bruni Supply Chain Solutions as Zone Site Operator located at 13599 N. Lamar and located within the Killam Industrial Park.

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

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agree with same.

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

Section 1: The City Manager be and is hereby authorized to execute a Foreign-Trade Zone Operations Agreement between the City of Laredo, Zone Grantee of Foreign-Trade Zone No. 94, and Bruni Supply Chain Solutions, Operator located at 13599 N. Lamar and located within the Killam Industrial Park, Foreign Trade Zone Site No. 3, a copy of which contract is attached hereto as Exhibit A, and incorporated herein as if set out at length.

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

PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2011.

_____
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:	SUBJECT: **Final Reading Ordinance No. 2011-O-102** Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with Sony Electronics Inc. as Zone Site Operator located at 11302 Eastpoint Dr. and located within Foreign Trade Zone Proposed New Site No. 11; effective October 1, 2011 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.
07/18/2011	

INITIATED BY:	Jesus M. Olivares Assistant City Manager	STAFF SOURCE:	Jose L. Flores, Airport Manager

PREVIOUS ACTION: City Council has approved Resolution No. 2011-R-055 for a Temporary Boundary Modification on June 20, 2011.

BACKGROUND:

Sony Electronics Inc. is a division of the Sony Corporation with offices and operations around the world, including Laredo, TX and Nuevo Laredo, MX. Sony, is a Japanese multinational conglomerate corporation headquartered in Minato, Tokyo, Japan and the fifth largest media conglomerate in the world. Sony is one of the leading manufacturers of electronics, products for the consumer and professional markets.

A Foreign-Trade Zone (FTZ) is a secured specialized area, in or adjacent to the U. S. Port of Entry, which is considered to be outside the Customs Territory of the United States. Both foreign and domestic merchandise may be admitted to a Zone with no duty paid on the foreign merchandise unless and until it leaves the Zone for domestic consumption. If the merchandise is exported, no duties are paid to U. S. Customs and Border Protection.

Operators will be required to post a FTZ Operators Bond with the U. S. Customs Service in the amount of $100,000, a Foreign-Trade Zone Indemnification Bond (Grantee/Operator) in the amount of $100,000 naming the City of Laredo, Grantee of FTZ No. 94, as Obligee, as well as provide Public Liability Insurance in the amount of One Million Dollars for the benefit of the City of Laredo, naming the City of Laredo as additional insured.

At present, Laredo has 10 approved Foreign-Trade Zone sites which include (1) Laredo International Airport, (2) Proposed Tex-Mex Railroad Switching Yard, (3) Killam Industrial Park, (4) Laredo Northwest adjacent to the Solidarity Bridge, (5) La Barranca Ranch on Interstate 35, (6) Unitec Industrial Park, (7) Embarcadero Industrial Park and (8) 4-G Investments (Uni-Trade) (9) Kuhne+Nagel, at El Portal Industrial Park and (10) PG Distribution LLC. at El Portal Industrial Park. Within these parks are twenty (20) companies which are activated/authorized to conduct foreign-trade zone operations.

FINANCIAL: The Operators Agreement provides the following fees:

Account No. 242-0000-361-1065:

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

Transaction Fee: $5.00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
On July 5, 2011, the Airport Advisory Board recommended approval.	Approval of this Ordinance.

ORDINANCE NO. 2011-O-102

AUTHORIZING THE CITY MANAGER TO EXECUTE A FOREIGN TRADE ZONE OPERATOR AGREEMENT WITH SONY ELECTRONICS INC. AS SITE OPERATOR LOCATED AT 11302 EASTPOINT DR. AND LOCATED WITHIN FOREIGN TRADE ZONE PROPOSED NEW SITE NO. 11; EFFECTIVE OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2014. PROVIDING FOR ACTIVATION, ADMINISTRATION, ANNUAL AND TRANSACTION FEES TO BE PAID TO THE CITY.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed Foreign-Trade Zone Operations Agreement between the City of Laredo, as Zone Grantee of Foreign-Trade Zone No. 94, and Sony Electronics Inc. as Zone Site Operator located at 11302 Eastpoint Dr., Foreign Trade Zone Proposed New Site No. 11, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agree with same.

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

Section 1: The City Manager is hereby authorized to execute a Foreign-Trade Zone Operations Agreement between the City of Laredo, Zone Grantee of Foreign-Trade Zone No. 94 and Sony Electronics Inc. as Zone Site Operator located at 11302 Eastpoint Dr., Foreign Trade Zone Proposed New Site No. 11, a copy of which contract is attached hereto as Exhibit A, and incorporated herein as if set out at length.

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

PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2011.

_____
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: 08/01/2011	**SUBJECT: FINAL READING OF ORDINANCE 2011-O-103** Authorizing the City Manager to execute a lease agreement with U.S. Customs and Border Protection, (CBP), as an entity of the United States of America for a 2,622 square foot tract of land located along the Sta. Isabel Right-of-Way further depicted in the attached survey document, Exhibit A. The purpose for the request is for the installing and operating of an Integrated Railcar Inspection System by CBP. The lease term requested is for ten (10) years with an additional ten (10) year option with no rental fee.

INITIATED BY: Cynthia Collazo Deputy City Manager	**STAFF SOURCE:** Ronnie Acosta, CD Director

PREVIOUS COUNCIL ACTION:
The item was introduced and approved by City Council on 7/18/2011

BACKGROUND:

At the request of Customs and Border Protection, the City of Laredo is granting a lease of a 2,622 square foot tract of unimproved Right -of -Way along the Sta. Isabel for the purposes of installing and operating an Integrated Railcar Inspection System. The tract is located between Block 679 and 610 within the Western Division, further depicted in the attached survey document.

The lease term is for ten (10) years with an option to extend for an additional ten (10) years with no rental fee.

The system being proposed for installation and operation will improve border security through the advanced surveillance of railcar cargo transported through the railroad bridge.

FINANCIAL IMPACT:

No impact.

COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Staff recommends approval.

ORDINANCE 2011-O-103

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH U.S. CUSTOMS AND BORDER PROTECTION, (CBP), AS AN ENTITY OF THE UNITED STATES OF AMERICA FOR A 2,622 SQUARE FOOT TRACT OF LAND LOCATED ALONG THE STA. ISABEL RIGHT-OF-WAY FURTHER DEPICTED IN THE ATTACHED SURVEY DOCUMENT, EXHIBIT A. THE PURPOSE FOR THE REQUEST IS FOR THE INSTALLING AND OPERATING OF AN INTEGRATED RAILCAR INSPECTION SYSTEM BY CBP. THE LEASE TERM REQUESTED IS FOR TEN (10) YEARS WITH AN ADDITIONAL TEN (10) YEAR OPTION WITH NO RENTAL FEE.

WHEREAS the City of Laredo is the being requested by the United States of America, Customs and Border Protection Agency to lease a 2,622 s.f. tract of land along Sta. Isabel Right-of-Way; and

WHEREAS the City Council finds that the proposed lease is in the interest of the City as it provides for greater border protection for the city; and

WHEREAS the operation of this Integrated Railcar System will enhance CBP's current surveillance of railcar cargo for the security of all citizens; and

WHEREAS the City Council is in agreement with the terms set forth in this proposed lease agreement.

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

1. The City Manager is authorized to execute a lease agreement with U.S. Customs and Border Protection, CBP for a 2,622 square foot tract of land along Sta. Isabel Right-of-Way as depicted in the attached survey document, Exhibit A.

2. The lease will allow for the installation and operation of an Integrated Railcar Inspection System by CBP.

3. The lease term approved is for ten (10) years with an additional ten (10) year option with no rental fee.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2011-R-068
08/1/2011	**AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE SOUTH TEXAS DEVELOPMENT COUNCIL AND THE CITY OF LAREDO FOR THE MANAGEMENT OF THE SOUTH TEXAS REGIONAL INTEROPERABLE P-25 VHF RADIO COMMUNICATIONS TRUNKED SYSTEM AND ADVANCE SYSTEM KEY FOR AN ANNUAL FEE OF $45,000.00.**

INITIATED BY:	STAFF SOURCE:
Horacio de Leon Assistant City Manager	Heberto Ramirez, Director Information Services and Telecommunications (IST)

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On March 31, 2010, the South Texas Development Council ("STDC") submitted a letter to the City of Laredo proposing to connect South Texas Regional Interoperable P-25 VHF Trunked Radio Communications System to the City of Laredo 800 MHz System Master Switch.

However, due to the completion of three (3) tower sites by Texas Department of Transportation and one (1) by the Middle Rio Grande Development Council, the STDC Homeland Security Advisory Committee voted on October 7, 2010 to connect to the City of Austin System Master Switch based on the expanded coverage available and the infrastructure in place.

On December 2, 2010, the STDC submitted a letter requesting for the City of Laredo to manage the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System that was anticipated to be completed in May 2011.

The region represented by STDC includes Webb, Zapata, Jim Hogg, and Starr Counties.

FINANCIAL IMPACT:

The annual fee for the management of the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System will be $45,000.00.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends approval.

RESOLUTION NO. 2011-R-068

AUTHORIZING CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE SOUTH TEXAS DEVELOPMENT COUNCIL AND THE CITY OF LAREDO FOR THE MANAGEMENT OF THE SOUTH TEXAS REGIONAL INTEROPERABLE P-25 VHF RADIO COMMUNICATIONS TRUNKED SYSTEM AND ADVANCE SYSTEM KEY FOR AN ANNUAL FEE OF $45,000.00.

Whereas, the City of Laredo will enter into and execute an agreement to manage the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System and Advance System Key for the South Texas Development Council; and

Whereas, both parties acknowledge that it is in the best interest of the community to execute this agreement to establish and implement the management of the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System and Advance System Key; and

Whereas, upon execution of this agreement the City of Laredo will carry out the tasks defined in the Scope of Work (SOW) in Exhibit A; and

Whereas, the region that is represented by STDC includes Webb, Zapata, Jim Hogg, and Starr Counties; and

Whereas, the term of the agreement will be for a two (2) year period beginning on September 1, 2011, the effective date unless terminated by convenience on thirty (30) days written notice from the terminating party to the non-terminating party.

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

Section 1: Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between the South Texas Development Council and the City of Laredo for the purpose of managing the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System for the South Texas Development Council.

Section 2: The Annual Compensation will be $45,000.00 for a term of two (2) years beginning September 1, 2011 the effective date unless terminated by convenience on thirty (30) days written notice from the terminating party to the non-terminating party.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2011.

BY: _____
RAUL G. SALINAS
MAYOR

ATTEST:
GUSTAVO GUEVARA, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

EXHIBIT A
MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE SOUTH TEXAS DEVELOPMENT COUNCIL AND CITY OF LAREDO FOR THE MANAGEMENT OF THE SOUTH TEXAS REGIONAL INTEROPERABLE P-25 VHF RADIO COMMUNICATIONS TRUNKED SYSTEM AND ADVANCE SYSTEM KEY

THIS Memorandum of Understanding (MOU) is made between the South Texas Development Council (hereinafter STDC) and the City of Laredo (hereinafter Entity), both referred to as the "Parties".

RECITALS

WHEREAS, the Texas Statewide Communications Interoperability Plan (SCIP) and the South Texas Regional Interoperable Communications Plan ("RICP") state that a Region shall develop governance structures which will provide oversight for the development and implementation of the South Texas Regional Interoperable P-25 VHF Radio Communications System; and

WHEREAS the Parties agree that it is in the best interest of the community to execute a Memorandum of Understanding (MOU) to establish and implement the management of the South Texas Regional Interoperable P-25 VHF Radio Communications Trunked System and Advance System Key; and

WHEREAS the Parties agree that the South Texas Homeland Security Advisory Committee ("HSAC") is to provide advice and recommendations in the use and appropriation of funds, including money from relevant federal homeland security grants for the purposes of planning, funding, construction, implementation, expansion, operation, management and maintenance of the South Texas Regional Interoperable P-25 VHF Radio Communications System that provides interoperability between local, state, and federal agencies and first responders in the South Texas Region and in the formation, if necessary, of a regional communication system governing body;

WHEREAS the South Texas Regional Interoperable P-25 VHF Radio Communications System will be connected to the City of Austin System Master Site; and

WHEREAS the Parties agree to execute this MOU with the City of Laredo to carry out the tasks defined in the Scope of Work (SOW) being services and technical support as deemed necessary; and

NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, it is agreed as follows:

1. **Establishment of a Memorandum of Understanding.** The recitals hereinabove are true and correct and incorporated herein, and there is hereby established the South Texas Regional Radio Communications System Key Manager, for the purpose as described below and subject to the terms and conditions herein.

2. **Purpose.** The purpose of this MOU is to allow the Parties to form a management structure to oversee, implement, and maintain the South Texas Regional Radio Communications Trunked

System and Advance System Key for the Texas Regional Interoperable P-25 VHF Radio Communications System.

3. **Scope of Work (SOW).** Except as limited by federal, state, and local laws, regulations, codes, or ordinances of the Entity, Entity shall perform the following functions herein considered as Scope of Work (SOW) activities accepted and approved by both parties within this MOU to be performed by Entity for compensation by STDC: :

    1. Managing of the fleet mapping (Templates, Talk Groups and ID's) of the South Texas Regional Interoperable P-25 VHF Radio Communications System
    2. Provide technical assistance and coordination on upgrades or additions to the infrastructure of tower site radio communication equipment.
    3. Maintain an updated subscriber inventory.
    4. Creation of new templates.
    5. Programming of new subscriber radios.
    6. Alteration of talk groups.
    7. Creation of new talk groups.
    8. Add and delete new talk groups.
    9. Add and delete subscribers
    10. Turn subscribers "off" and "on".
    11. Inhibit subscribers.
    12. Travel as needed throughout the South Texas Region to address management related issues and meetings.

4. **Term.** The term of this MOU shall be for a two (2) year period beginning on September 1, 2011, the effective date, unless terminated earlier as provided for herein Section 5.

5. **Termination**. This MOU may be terminated by either party hereto, for its convenience, on thirty (30) days written notice from the terminating party to the non-terminating party.

6. **Compensation.** STDC shall pay Entity a total of **FORTY-FIVE THOUSAND DOLLARS ($45,000.00)** annually as compensation for the services to be performed and travel in the performance of such services under this MOU on a quarterly basis with payment to be made at the end of first quarter after the effective date and each subsequent quarter thereafter based on the state fiscal schedule which begins September 1st and ends August 31st. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by Entity, the amount may be revised only by written agreement of the parties.

7. **Travel.** For the purpose of this MOU, STDC agrees to reimburse Entity for travel including mileage, meals, and lodging associated with the performance of services outlined in this Agreement's SOW. Travel costs shall be in accordance with State of Texas approved rates and

shall be accounted for and submitted for reimbursement or payment on travel forms provided by STDC. Costs associated with air travel, shall be considered an allowable expense whenever travel time and cost to a particular location using ground travel exceed the time and cost, and therefore, the practicality and benefits of faster and in the long run less costly air travel. Such air travel, however, shall be limited to coach fare. First class travel rates are not considered an allowable expense, and therefore, will not be reimbursed under this Agreement. Total costs allocated under this Agreement for travel shall be a total of $2,000.00

Travel related costs shall conform to the following rate schedules:

Mileage paid per mile shall not exceed $.50 per mile, or that which is deemed approved by the State of Texas at the time of travel.

Meals paid per day to include breakfast, lunch and dinner shall not exceed a total per diem rate of $36.00: Breakfast @ $8.00; Lunch @ $10.00; and Dinner @ $18.00.

Lodging per night shall not exceed the current approved State Rate for government employees currently at $104.00.

8. **Financing and Current Revenues.** Execution of this MOU is in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this MOU are payable only and solely from the current grant revenues appropriated and available for the performance of such obligations.

9. **Property and Ownership.** This MOU does not transfer or alter any ownership rights to any individual tower site within the region or the STDC.

10. **Release.** To the extent permitted by the Constitution and laws of the State of Texas, STDC releases Entity from and waives any claim, loss, expense, or damage occurring to the Radio System including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of the Entity's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct of gross negligence of the Entity or Entity's Personnel.

11. **General Provisions.** This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this MOU, and no prior Agreement shall be effective for any purpose. No provisions of the MOU may be amended or modified except by written agreement signed by the Parties.

12. **Limitation of Liability**. In no event shall the parties to this MOU be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

13. **Indemnity.** To the extent permitted by the laws and Constitution of the State of Texas STDC shall indemnify and hold harmless Entity and Entity's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising under this agreement.

14. **Force Majeure**. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

15. **Independent Contractor**. This MOU shall not be construed as creating an employer/employee relationship, partnership, joint enterprise, or a joint venture between the parties. STDC and Entity are independent contractors. Entity agrees and understands that the MOU does not grant to Entity or Entity employees any rights or privileges established for employees of the City.

16. **Survival of Obligations**. All provisions of this MOU that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, and release shall survive the expiration or termination of this Agreement.

17. **Designation of Project Managers**. The Entity designates **Juan Carlos Pruneda as Project Manager** or his successor in office. Entity has, within its sole discretion the right to designate or re-designate the Project Manager at any time it so deems appropriate. The Entity's Project Manager represents the interests of the City of Laredo during the term of this MOU and is the designated point of contact for the Entity. The STDC Project Manager is **John R. Keiser, Regional Programs Manager**, or his successor in office. The STDC Regional Programs Manager represents the interests of the STDC region during the term of this MOU and is the designated point of contact for the project management of the system.

18. **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

19. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

20. **Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

21. **Notices.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, or postage prepaid.

To Entity:

City of Laredo
Attention: Juan Carlos Pruneda
South Texas Regional Radio Communications
System Key Manager
1102 Bob Bullock Loop
Laredo, Texas 78043

To STDC:

John R. Keiser
Regional Programs Manager
South Texas Development Council
P.O. Box 2187
Laredo, Texas 78044

With a copy to:
City of Laredo
Attention: Heberto L. Ramirez
Director
Information Services & Telecommunications
1102 Bob Bullock Loop
Laredo, Texas 78043

22. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

23. **Amendment.** Entity has prior authorization to conduct changes for less than 10% of the total budget under this agreement between Travel and related Scope of Work (SOW) total cost. Entity must submit a formal budget amendment request to STDC for budget changes that result in greater than 10% of the Entity's total approved budgets as represented in this agreement.

24. **Confidentiality.** Any confidential information provided to or developed by the Parties in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the Parties.

25. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

26. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

27. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

28. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

29. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

30. **Immunity.** The Entity does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

31. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

32. **Debarment.** As required by Executive Order 12549, Debarment and Suspension, and Implementation at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification), the Entity certifies that it and its principals and vendors:

    32-1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntary excluded from covered transactions by any Federal department or agency; access to debarment information can be made by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us., or http://www.window.state.tx.us/procurement/prog/vendor performance/debarred;

    32-2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records making false statements, or receiving stolen property;

32-3. Are not presently indicted for or otherwise civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses in paragraph 31-2 of this Agreement; and

32-4. Have not within a three-year period preceding this agreement had one or more public transaction (Federal, State, or local) terminated for cause or default; and

32-5. Where the Entity is able to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement.

IN WITNESS WHEREOF, the City of Laredo acting by and through its designated City Manager, and the South Texas Development Council, acting by and through its Executive Director, have executed this agreement in duplicate originals, each of equal dignity.

CITY OF LAREDO

_____
Carlos R. Villarreal
City Manager

Date: _____

ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Raul Casso
City Attorney

SOUTH TEXAS DEVELOPMENT COUNCIL

_____
Amando Garza, Jr.
Executive Director

Date: _____

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION 2011-R-071
8/01/2011	**AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES THROUGH THE SOUTH TEXAS DEVELOPMENT COUNCIL AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF $42,249.00, FOR A TOTAL AWARD OF $455,438.00, FOR THE CONTINUATION OF THE DEPARTMENT'S HIV/RYAN WHITE PROGRAM WHICH PROVIDES MEDICAL CARE, CASE MANAGEMENT, AND SUPPORTIVE CARE FOR THE TERM PERIOD BEGINNING APRIL 1, 2011 THROUGH MARCH 31, 2012.**

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

PREVIOUS COUNCIL ACTION: On June 07, 2010, Council approved Resolution 2009-R-049.

BACKGROUND:

The Texas Department of State Health Services through the administrative agency, South Texas Development Council continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. Services Program whose purpose is to plan, develop and deliver comprehensive outpatient health and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area (HSDA): Jim Hogg, Starr, Zapata, and Webb Counties.

Services to be provided may include, but are not limited to:

- Ambulatory/outpatient medical care; case management; dental care; home health care; para-professional care; professional care; specialized care; durable medical equipment; hospice care, home-based and residential; medications; mental health therapy/counseling; nutritional services; rehabilitation care; substance abuse treatment/counseling; and
- Support services; adoption/foster care assistance; buddy/companion services; client advocacy; counseling; day and respite care; food bank/home delivered meals; housing assistance/housing related services; transportation; other support services; and
- Insurance assistance; assistance is provided to eligible individuals with HIV disease in order to maintain continuity of health/dental insurance; or receive medical benefits under a health/dental insurance program. Insurance assistance funds may be used for payment of insurance premiums, deductibles, co-insurance payments, and related administrative costs.

FINANCIAL IMPACT:

The revenue line item 226-0000-323-4051 is hereby increase by $42,249.00.00 and expenditure division is 226-6020 with Project Number HERW04 is hereby increased by $42,249.00.00. The revenue line item 226-0000-372-1000 is hereby decreased by $42,249.00.00. The expenditure division 226-6801-544-9900 is hereby decreased by $42,249.00.00. The total budget remains the same.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends that Council approve the resolution.

HIV/Ryan White Program – FY 2011-12
226-6020 HERW04

CATEGORIES		APPROVED BUD.
REVENUES		
STDC GRANT REVENUE	$	455,438
PROGRAM INCOME		0
TOTAL REVENUES	$	455,438
EXPENSES		
PERSONNEL	$	121,392
FRINGE BENEFITS		45,971
TRAVEL		5,143
EQUIPMENT		0
SUPPLIES		4,200
CONTRACTUAL		261,394
OTHER		17,338
SUB-TOTAL	$	455,438
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	$	455,438

RESOLUTION 2011-R-071

AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES THROUGH THE SOUTH TEXAS DEVELOPMENT COUNCIL AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF $42,249.00, FOR A TOTAL AWARD OF $455,438.00, FOR THE CONTINUATION OF THE DEPARTMENT'S HIV/RYAN WHITE PROGRAM WHICH PROVIDES MEDICAL CARE, CASE MANAGEMENT, AND SUPPORTIVE CARE FOR THE TERM PERIOD BEGINNING APRIL 1, 2011 THROUGH MARCH 31, 2012.

WHEREAS, the Texas Department of State Health Services through the administrative agency, South Texas Development Council (STDC) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and

WHEREAS, the HIV Ryan White Part B-HIV Services Program plans, develops and delivers comprehensive outpatient health and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area: Jim Hogg, Starr, Zapata, and Webb Counties, and services to be provided may include, but are not limited to:

1. Ambulatory/outpatient medical care; case management; dental care; home health care; para-professional care; professional care; specialized care; durable medical equipment; hospice care, home-based and residential; medications; mental health therapy/counseling; nutritional services; rehabilitation care; substance abuse treatment/counseling; and
2. Support services; adoption/foster care assistance; buddy/companion services; client advocacy; counseling; day and respite care; food bank/home delivered meals; housing assistance/housing related services; transportation; other support services, and
3. Insurance assistance; assistance is provided to eligible individuals with HIV disease in order to maintain continuity of health/dental insurance; or receive medical benefits under a health/dental insurance program. Insurance assistance funds may be used for payment of insurance premiums, deductibles, co-insurance payments, and related administrative costs.

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

Section 1: Authorizing the city manager to accept the contract with the Texas Department of State Health Services through the South Texas Development Council and accept additional funds in the amount of $42,249.00, for a total award of $455,438.00, for the continuation of the department's HIV/Ryan White Program which provides medical care, case management, and supportive care for the term period beginning April 1, 2011 through March 31, 2012.

Section 2: The revenue line item 226-0000-323-4051 is hereby increased by $42,249.00.00 and expenditure division is 226-6020 with Project Number HERW04 is hereby increased by $42,249.00.00.

Section 3: The revenue line item 226-0000-372-1000 is hereby decreased by $42,249.00.00. The expenditure division 226-6801-544-9900 is hereby decreased by $42,249.00.00. The total budget remains the same.

Section 4: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the South Texas Development Council to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION 2001-R-74
08/01/2011	**REQUESTING THE STATE OF TEXAS, BY AND THORUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, NAME THAT SECTION OF LOOP 20 BETWEEN STATE HIGHWAY 359 AND U.S. HIGHWAY 83 THE "JAIME ZAPATA MEMORIAL HIGHWAY" IN HONOR OF FALLEN U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) SPECIAL AGENT JAIME JORGE ZAPATA.**

INITIATED BY:	STAFF SOURCE:
TxDOT	Nathan R. Bratton, Interim Planning Director

PREVIOUS COUNCIL ACTION:

Council passed Resolution 2011-R-41 May 2, 2011 to name a portion of Loop 20 the "Jaime Zapata Memorial Highway – Spur 260".

BACKGROUND:

TxDot requested that the original resolution of May 2, 2011 be revised to remove the "Spur 260" designation.

FINANCIAL IMPACT:

None.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval

RESOLUTION 2011-R-74

REQUESTING THE STATE OF TEXAS, BY AND THORUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, NAME THAT SECTION OF LOOP 20 BETWEEN STATE HIGHWAY 359 AND U.S. HIGHWAY 83 THE "JAIME ZAPATA MEMORIAL HIGHWAY" IN HONOR OF FALLEN U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) SPECIAL AGENT JAIME JORGE ZAPATA.

WHEREAS, U.S. Immigration and Customs Enforcement (ICE) Special Agent Jaime Jorge Zapata began his federal law enforcement career with the Department of Homeland Security as a member of the U.S. Border Patrol in Yuma, Arizona; and

WHEREAS, ICE Special Agent Jaime Jorge Zapata joined the United States Customs Enforcement in 2006; and

WHEREAS, for the past five years ICE Special Agent Jaime Jorge Zapata was assigned to the Office of the Deputy Special Agent in Charge in Laredo, Texas; and

WHEREAS, ICE Special Agent Jaime Jorge Zapata was shot and killed in the line of duty on February 15, 2011; and

WHEREAS, John Morton, Director of Immigration and Customs Enforcement, said of ICE Special Agent Jaime Jorge Zapata he "entered into a career in law enforcement – a career not of riches but of service and sacrifice; a career of protecting people and their communities from criminals; a career of putting himself in harm's way for the benefit of others"; and,

WHEREAS, ICE Special Agent Jaime Jorge Zapata served his country with honor and distinction; and

WHEREAS, ICE Special Agent Jaime Jorge Zapata paid the ultimate price in the service of his nation.

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

Section 1: it does, by these presents, respectfully petition the State of Texas, by and through the Texas Department of Transportation, to name that portion of Loop 20, (being that section of Loop 20 Between State Highway 359 And U.S. Highway 83) the **"JAIME ZAPATA MEMORIAL HIGHWAY"**; and

Section 2: it repeals any prior resolutions regarding the naming of that portion of Loop 20 described in Section 1 and specifically Resolution 2011-R-41; and

Section 3: It directs the City Secretary to send a certified copy of this resolution to the Texas Department of Transportation.

PASSED BY THE CITY COUNCIL ON THE 1st DAY OF August, 2011 AND APPROVED BY THE MAYOR ON THIS ____ DAY OF AUGUST, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

_____
RAUL CASSO, IV

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2011-R-___
8/01/11	**ACCEPTING THE CONVEYANCE OF THE FOLLOWING UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, FOR THE 24 INCH WATER MAIN CLARK & BOB BULLOCK LOOP PROJECT, FROM:** **Domistyle Inc. (Laredo Candle Company)** –Utility Easement with corresponding Temporary Construction Easement as follows: One over a **0.1047 Acre Tract**, a copy of which conveyance is attached as Exhibit 1; and And directing that the said Easement (and Temporary Construction Easement) be filed of record in official property records of Webb County, Texas.

INITIATED BY:	STAFF SOURCE:
Celina Rivera, Real Estate Manager Community Development	Tomas M. Rodriguez, Jr., P.E. Utilities Director

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND:

Domistyle Inc. (Laredo Candle Company) conveyed this utility easement to the City of Laredo upon request by the Utilities Department. This Utility Easement is being acquired as necessitated by the City of Laredo's 24" Waterline Clark & Bob Bullock-Loop 20 Improvement Project.

FINANCIAL IMPACT:
Land-557-0000-161.10-00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approval of this resolution.	Approval of this resolution.

RESOLUTION NO. 2011-R-___

ACCEPTING THE CONVEYANCE OF UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, FOR THE 24 INCH WATER MAIN CLARK & BOB BULLOCK LOOP PROJECT, FROM DOMISTYLE INC. (LAREDO CANDLE COMPANY) THE CONVEYANCE OF UTILITY EASEMENT OF ONE 0.1047 ACRE TRACT, COPIES OF WHICH CONVEYANCES ARE ATTACHED AS EXHIBIT 1. AFTER CONVEYANCE THE CITY WILL CONSTRUCT THE 24 INCH WATER MAIN ON THE SAID EASEMENTS.

WHEREAS, Domistyle Inc. has agreed to convey to the city by Utility Easement, one tract of 0.1047 acres, which is described in Exhibit 1, attached to this resolution; and

WHEREAS, after the conveyance of the said Utility Easement tract, the city will construct the 24" Waterline Clark & Bob Bullock Loop 20 Improvement Project; and

WHEREAS, in order to proceed with the construction of the 24" Waterline Clark & Bob Bullock Loop 20 Improvement Project, it is in the City of Laredo's best interests to accept the above-referenced conveyance from Domistyle Inc.

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

Section 1. It hereby accepts the conveyance of Utility Easement of this tract of land for the conveyance of which tract is situated in Webb County, Texas, and being more particularly described by metes and bounds descriptions that are attached to Exhibit 1 attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility Easement, copies of which are attached as Exhibit 1 (0.1047 ACRE TRACT) to this resolution, and the tract is more particularly described in the exhibit attached to Exhibit 1 (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2011.

_____
Raul G. Salinas, Mayor

ATTEST:
Gustavo Guevara, Jr.
City Secretary

_____

APPROVED AS TO FORM:
Raul Casso
City Attorney

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

WATER LINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, DOMISTYLE, INC., a Texas corporation, of the State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto the CITY OF LAREDO, a home rule city and political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as Grantee, the right to construct, reconstruct and perpetually maintain underground water lines upon and through a non-exclusive utility easement together with all necessary laterals and appurtenant facilities, in, through and under the following tracts of land in Webb County, Texas:

> Being a tract of land found to contain 0.1047 acres (4,561.74 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.1047 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records, and more particularly described by metes and bounds in the attached Exhibit 1 and by survey map attached as Exhibit 1-A, each incorporated herein by reference as if set out in full.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property as now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water lines upon the said utility easements provided, however, that Grantee return possession of said tract of land and the entire servient premises in the same or better condition than when it entered said premises, which includes, without limitation, any damages to Grantor's fence, parking lot, grassy areas or sprinkler system; and provided further that Grantee indemnify and hold Grantor harmless, to the extent allowed by law, against any damage that may be caused to Grantor's premises or any third party claims that result from the construction, re-construction, maintenance or use of said water lines.

EXHIBIT 1

EXECUTED on this 15 day of July, 2011.

GRANTOR:
DOMISTYLE, INC.

Brenda Buell
CEO

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of July, 2011 by Brenda Buell, CEO of DOMISTYLE, INC., a Texas corporation, on behalf of said corporation.

SYLVIA ANN UTLEY
Notary Public, State of Texas
My Commission Expires
September 19, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ms. Ronnie Acosta
CD Director
P.O. Box 1276
Laredo, Texas 78042-1276

20' WATER LINE & ACCESS EASEMENT

0.1047 Acre Tract (4,561.74 s.f.)
being a part of
Porcion 29 ~ Abstract 3086 ~ Juan B. Villarreal, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 0.1047 acres (4,561.74 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.1047 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found concrete monument for the Northeast corner of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V, being a point on the Westerly right-of-way line of Aguila Azteca Dr., the Northeast corner of the herein described tract, a point of curve to the left and the **POINT OF BEGINNING;**

THENCE along said curve and Westerly right-of-way line of Aguila Azteca Dr., being the Easterly boundary line of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V and the Easterly boundary line of the herein described tract, a curvilinear distance of 88.00 feet, with said curve having the following characteristics: Central Angle=10°-30'-16", R=480.00 feet, CL=88.00, TAN=44.13 feet, CHD=87.88 feet, CHD. Bearing = S 25°-02'-53" E, to a set ½" iron rod for a point of tangency and the end of this curve hereof;

THENCE South 30°18'09" East, 134.79 Feet, continuing along said Westerly right-of-way line of Aguila Azteca Dr., Easterly boundary line of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V and Easterly boundary line of the herein described tract, to a set ½" iron rod for the Southeast corner of this tract hereof;

THENCE South 59°41'51" West, 20.00 Feet, along the Southerly boundary line of the herein described tract, to a set ½" iron rod for the Southwest corner of this tract hereof;

THENCE North 30°18'09" West, 134.79 Feet, along the Westerly boundary line of the herein described tract, to a set ½" iron rod for a point of curve to the right hereof;

THENCE along said curve and continuing along said Westerly boundary line of the herein described tract, a curvilinear distance of 98.58 feet, with said curve having the following characteristics: Central Angle=11°-17'-49", R=500.00 feet, CL=98.58, TAN=49.45 feet, CHD=98.42 feet, CHD. Bearing = N 24°-39'-07" W, to a set ½" iron rod for the end of this curve, a point on the North boundary line of aforesaid Lot 2, Block 1, Ponderosa Industrial Subdivision, Unit V and the Northwest corner of this tract hereof;

THENCE North 89°19'05" East, 21.12 Feet, along the North boundary line of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V, being the Northerly boundary line of the herein described tract, to the Northeast corner of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V, a point on the Westerly right-of-way line of Aguila Azteca Dr., the Northeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, 4205 South Zone, Texas State Plane Grid Coordinates.

EXHIBIT 1

I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

Cesarco R. Porras, R.P.L.S

10/1/10

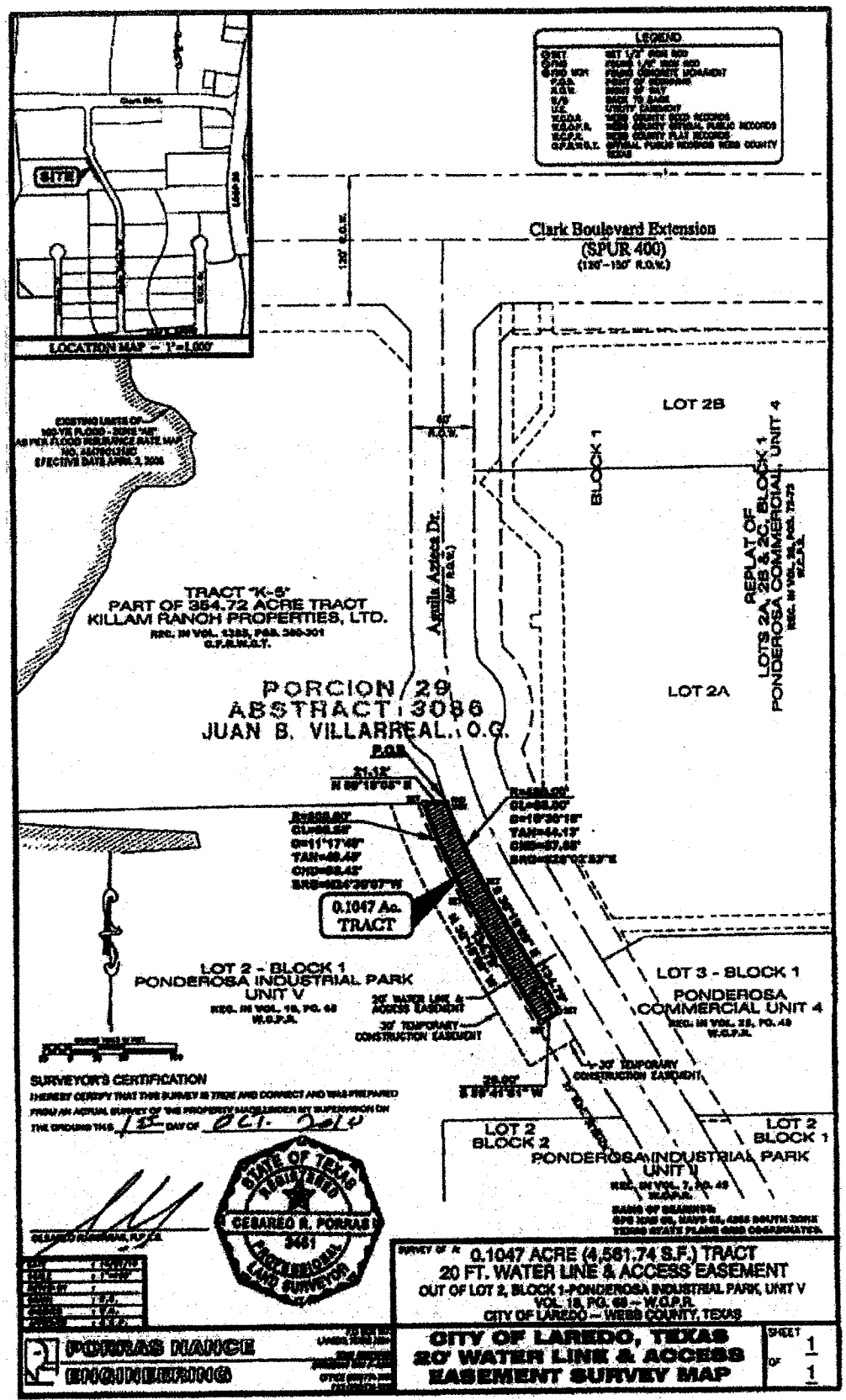

LEGEND
LOCATION MAP – 1"=1,000'
Clark Boulevard Extension
(SPUR 400)
(120'–150' R.O.W.)
LOT 2B
BLOCK 1
REPLAT OF
LOTS 2A, 2B & 2C, BLOCK 1
PONDEROSA COMMERCIAL, UNIT 4
LOT 2A
Aguila Azteca Dr.
TRACT "K-5"
PART OF 354.72 ACRE TRACT
KILLAM RANCH PROPERTIES, LTD.
PORCION 29
ABSTRACT 3086
JUAN B. VILLARREAL, O.G.
P.O.B.
0.1047 Ac.
TRACT
LOT 2 - BLOCK 1
PONDEROSA INDUSTRIAL PARK
UNIT V
20' WATER LINE & ACCESS EASEMENT
30' TEMPORARY CONSTRUCTION EASEMENT
LOT 3 - BLOCK 1
PONDEROSA
COMMERCIAL UNIT 4
30' TEMPORARY CONSTRUCTION EASEMENT
LOT 2
BLOCK 2
LOT 2
BLOCK 1
PONDEROSA INDUSTRIAL PARK
UNIT V
SURVEYOR'S CERTIFICATION
STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3461
PROFESSIONAL
LAND SURVEYOR
0.1047 ACRE (4,561.74 S.F.) TRACT
20 FT. WATER LINE & ACCESS EASEMENT
OUT OF LOT 2, BLOCK 1-PONDEROSA INDUSTRIAL PARK, UNIT V
VOL. 18, PG. 49 – W.C.P.R.
CITY OF LAREDO – WEBB COUNTY, TEXAS
PORRAS NAICE
ENGINEERING
CITY OF LAREDO, TEXAS
20' WATER LINE & ACCESS
EASEMENT SURVEY MAP
SHEET 1 OF 1

EXHIBIT 1-A

LIENHOLDER'S SUBORDINATION TO
WATER LINE EASEMENT

Date: July 15, 2011

Lienholder: Buell Group Partnership II, L.P.
a Texas limited Partnership
11241 Russwood Circle
Dallas, Texas 75229

Deed of Trust:

Date: February 5, 2009

Grantor: Domistyle, Inc.

Trustee: John J. Klein

Recording Information of Deed of Trust: Volume 2720, Pages 119-125, of the Official Public Records of Webb County, Texas

Water Line Easement:

Date: _____, 2011

Grantor: Domistyle, Inc.

Grantee: City of Laredo

Recording Information of Water Line Easement: Volume ____, pages_____, Official Public Records of Webb County, Texas.

Property (including any improvements) Subject to Lien:

Being a tract of land found to contain 0.1047 acres (4,561.74 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.1047 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records, and more particularly described by metes

Reference is made to the Deed of Trust and the Water Line Easement, and the same are incorporated herein, for a more particular description of the property, rights and interests created or granted thereby.

The property, rights and interests granted by the Water Line Easement include part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, the receipt of which is hereby acknowledged, Lienholder subordinates the Deed of Trust lien to the Water Line Easement and ratifies the Water Line Easement.

If the Deed of Trust lien is foreclosed and the Property is sold under the terms of the Deed of Trust, such sale of the Property will not affect, modify or diminish, the property, rights and/or interests granted or created by the Water Line Easement.

BUELL GROUP PARTNERSHIP II, L.P.

By: RM Buell
(Signature)

ROBERT M. Buell
(Printed Name of Officer)

President
(Title)

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of July, 2011, by Robert M. Buell, in his/her capacity as President, of Buell Group Partnership II, L.P.

SYLVIA ANN UTLEY
Notary Public, State of Texas
My Commission Expires
September 19, 2012

Sylvia Ann Utley
Notary Public, State of Texas

LIENHOLDER'S SUBORDINATION TO
WATER LINE EASEMENT

Date: 7/13, 2011

Lienholder: Southwest Securities, FSB
Attention: J. Colby Craig
5949 Sherry Lane, Suite 800
Dallas, Texas 75225

Deed of Trust:

Date: June 22, 2010

Grantor: Domistyle, Inc.

Trustee: John L. Holt, Jr.

Recording Information of Deed of Trust: Volume 2948, Pages 550-569, of the Official Public Records of Webb County, Texas

Water Line Easement:

Date: _____, 2011

Grantor: Domistyle Inc.

Grantee: City of Laredo

Recording Information of Water Line Easement: Volume ____, pages_____, Official Public Records of Webb County, Texas.

Property (including any improvements) Subject to Lien:

Being a tract of land found to contain 0.1047 acres (4,561.74 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.1047 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records, and more particularly described by metes

Reference is made to the Deed of Trust and the Water Line Easement, and the same are incorporated herein, for a more particular description of the property, rights and interests created

or granted thereby.

The property, rights and interests granted by the Water Line Easement include part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, the receipt of which is hereby acknowledged, Lienholder subordinates the Deed of Trust lien to the Water Line Easement and ratifies the Water Line Easement.

If the Deed of Trust lien is foreclosed and the Property is sold under the terms of the Deed of Trust, such sale of the Property will not affect, modify or diminish, the property, rights and/or interests granted or created by the Water Line Easement.

SOUTHWEST SECURITIES, FSB

By: _____
(Signature)

J. Colby Craig
(Printed Name of Officer)

Vice President
(Title)

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 13th day of July 2011, by J. Colby Craig, in his/her capacity as Vice President, of Southwest Securities, FSB, for and on behalf of the said bank.

NOTARY PUBLIC STATE OF TEXAS
ROSALIND REESE
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/10/2011

Rosalind Reese
Notary Public, State of Texas

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, DOMISTYLE, INC., a Texas corporation, of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, and does by these presents GRANT unto the CITY OF LAREDO, hereinafter referred to as "Grantee" a temporary construction easement for the purpose of enabling the Grantee, its employees and agents, to have construction space to install and make water line improvements and for such purpose this temporary construction easement gives Grantee the right to enter upon and across the following tracts of land in Webb County, Texas:

> Being a tract of land found to contain 0.2006 acres (8,738.72 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.2006 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records; and this 0.2006 acres (8,738.72 s.f.) tract being more particularly described by metes and bounds in the attached Exhibit 1 and shown on survey attached as Exhibit 1-A, each incorporated herein by reference as if set out in full.

This temporary construction easement is granted on the condition that the Grantee return possession of the said tract of land in the same or better condition than when the temporary easement was granted, which includes, without limitation, any damages to Grantor's fence, parking lot, grassy areas or sprinkler system. This temporary construction easement is granted on the further condition that it will begin five (5) days after the Grantee provides written notice of construction to the Grantor and will terminate ninety (90) days thereafter or twelve months after date of signing of this document, whichever occurs first. Finally, only to the extent allowed by law, Grantee shall indemnify and hold Grantor harmless against any damages that may be caused to the said tract of land or the remainder of the servient estate or any third party claims that result from Grantee's use of this temporary construction easement

TO HAVE AND TO HOLD the same as a temporary construction easement, to be solely used by the Grantee, together with the right and privilege, at any and all times during the term of this temporary easement, to enter said tract of land, or any part thereof, for the purpose of Grantee's completing its waterline project on Grantee's abutting waterline easement.

EXECUTED on this 15 day of July, 2011.

DOMISTYLE, INC.

Brenda Buell
CEO

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of July, 2011 by Brenda Buell, CEO of DOMISTYLE, INC., a Texas corporation, on behalf of said corporation.

SYLVIA ANN UTLEY
Notary Public, State of Texas
My Commission Expires
September 19, 2012

Notary Public, State of Texas

THIS DOCUMENT IS NOT TO BE RECORDED

30' TEMPORARY CONSTRUCTION EASEMENT

0.2006 Acre Tract (8,738.71 s.f.)
being a part of
Porcion 29 ~ Abstract 3086 ~ Juan B. Villarreal, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 0.2006 acres (8,738.71 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.2006 Acre tract being out and part of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, as recorded in Volume 18, Page 68 of the Webb County Plat Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a point on the North boundary line of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V , being a point of curve to the left and the Northeast corner of the herein described tract, which bears South 89°19'05" West, 21.12 Feet from a found concrete monument for the Northeast corner of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V,

THENCE along said curve and Easterly boundary line of the herein described tract, a curvilinear distance of 98.58 feet, with said curve having the following characteristics: Central Angle=11°-17'-49", R=500.00 feet, CL=98.58, TAN=49.45 feet, CHD=98.42 feet, CHD. Bearing = S 24°-39'-07" E, to a point of tangency and the end of this curve hereof;

THENCE South 30°18'09" East, 134.79 Feet, continuing along said Easterly boundary line of the herein described tract, to an interior corner of this tract hereof;

THENCE North 59°41'51" East, 20.00 Feet, continuing along said Easterly boundary line of the herein described tract, to a point on the Easterly boundary line of aforementioned Lot 2, Block 1, Ponderosa Industrial Park, Unit V, a point on the Westerly right-of-way line of Aguila Azteca Dr. and an exterior corner of this tract hereof;

THENCE South 30°18'09" East, 30.00 Feet, along said Easterly boundary line of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, being also the Westerly right-of-way line of Aguila Azteca Dr. and the Easterly boundary line of the herein described tract, to the Southeast corner of this tract hereof;

THENCE South 59°41'51" West, 50.00 Feet, along the Southerly boundary line of the herein described tract, to the Southwest corner of this tract hereof;

THENCE North 30°18'09" West, 164.75 Feet, along the Westerly boundary line of the herein described tract, to a point of curve to the right hereof;

THENCE along said curve and continuing along the Westerly boundary line of the herein described tract, a curvilinear distance of 114.40 feet, with said curve having the following characteristics: Central Angle=12°-22'-03", R=530.00 feet, CL=114.40, TAN=57.42 feet, CHD=114.18 feet, CHD. Bearing =N 24°-06'-59" W, to the end of this curve, a point on the North boundary line of said Lot 2, Block 1, Ponderosa Industrial Park, Unit V and the Northwest corner of this tract hereof;

THENCE North 89°19'05" East, 31.50 Feet, along said North boundary line of Lot 2, Block 1, Ponderosa Industrial Park, Unit V, being the North boundary line of the herein described tract, to the Northeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, 4205 South Zone, Texas State Plane Grid Coordinates.

EXHIBIT 1

I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

12/05/10
Date

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

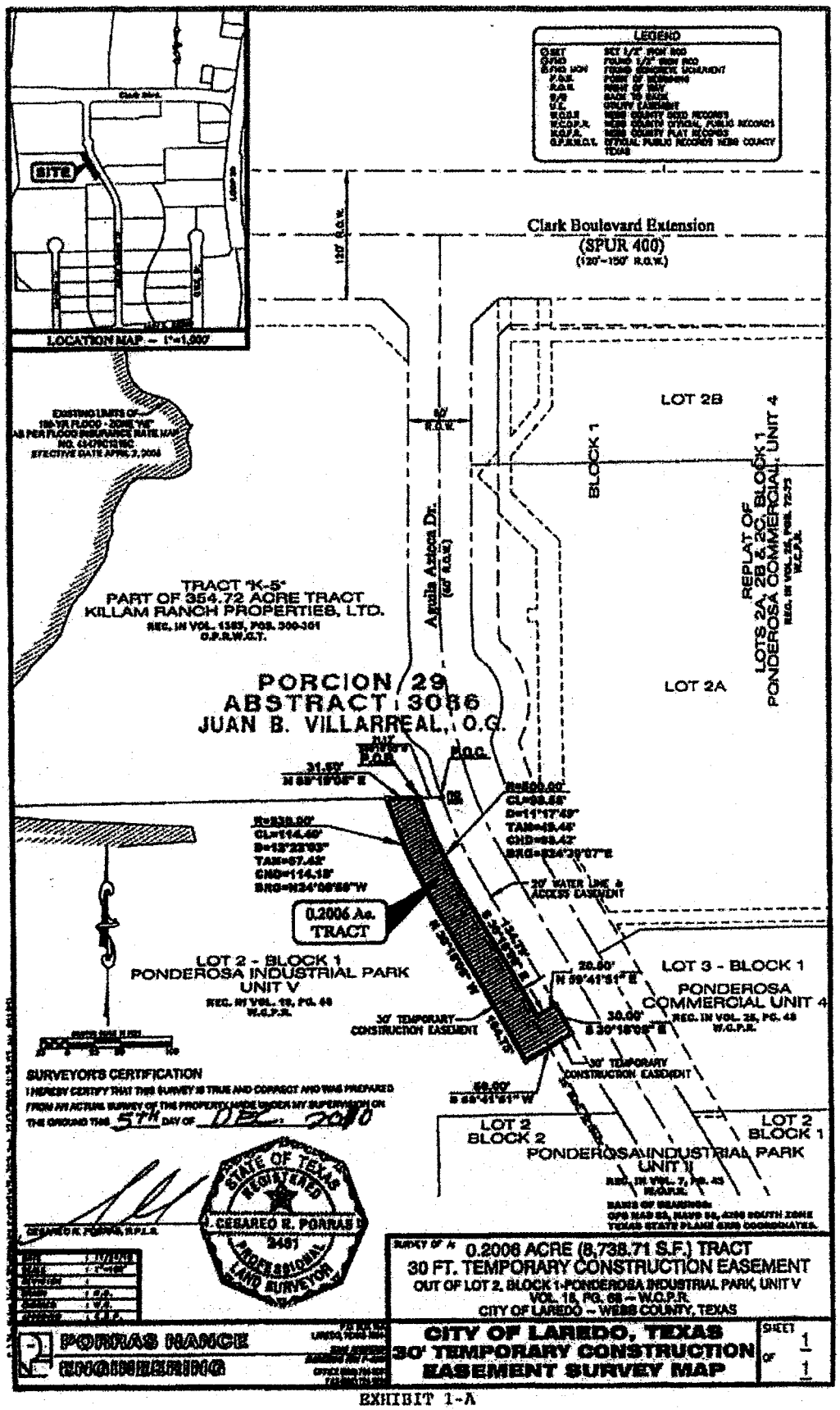

LEGEND
SITE
LOCATION MAP – 1"=1,000'
Clark Boulevard Extension
(SPUR 400)
(120'-150' R.O.W.)
LOT 2B
BLOCK 1
REPLAT OF
PONDEROSA COMMERCIAL UNIT 4
LOTS 2A, 2B & 2C, BLOCK 1
Ayala Azteca Dr.
TRACT "K-5"
PART OF 354.72 ACRE TRACT
KILLAM RANCH PROPERTIES, LTD.
PORCION 29
ABSTRACT 3086
JUAN B. VILLARREAL, O.G.
LOT 2A
P.O.B.
P.O.C.
0.2006 Ac.
TRACT
20' WATER LINE & ACCESS EASEMENT
LOT 2 - BLOCK 1
PONDEROSA INDUSTRIAL PARK
UNIT V
30' TEMPORARY CONSTRUCTION EASEMENT
LOT 3 - BLOCK 1
PONDEROSA
COMMERCIAL UNIT 4
30' TEMPORARY CONSTRUCTION EASEMENT
LOT 2
BLOCK 2
LOT 2
BLOCK 1
PONDEROSA INDUSTRIAL PARK
UNIT II
SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 5TH DAY OF DEC. 2010
STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
2481
PROFESSIONAL
LAND SURVEYOR
SURVEY OF A 0.2006 ACRE (8,738.71 S.F.) TRACT
30 FT. TEMPORARY CONSTRUCTION EASEMENT
OUT OF LOT 2, BLOCK 1-PONDEROSA INDUSTRIAL PARK, UNIT V
VOL. 15, PG. 68 – W.C.P.R.
CITY OF LAREDO – WEBB COUNTY, TEXAS
PORRAS NANCE
ENGINEERING
CITY OF LAREDO, TEXAS
30' TEMPORARY CONSTRUCTION
EASEMENT SURVEY MAP
SHEET 1 OF 1

EXHIBIT 1-A

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2011-R-___
8/01/11	**ACCEPTING THE CONVEYANCE OF THE FOLLOWING THREE UTILITY EASEMENTS AND RELATED TEMPORARY CONSTRUCTION EASEMENTS FROM PAUL H. YOUNG, JR. AND ELLEN B. YOUNG, FOR THE 24 INCH WATER MAIN CLARK & BOB BULLOCK LOOP PROJECT, AS FOLLOWS:** A **0.1798 Acre Tract**, a copy of which conveyance is attached as Exhibit 1; and A **0.0754 Acre Tract**, a copy of which conveyance is attached as Exhibit 2; and A **0.0754 Acre Tract**, a copy of which conveyance is attached as Exhibit 3; **AND FURTHER RELEASING AN EXISTING 12 FOOT WIDE UTILITY EASEMENT OVER A 0.0610 ACRE TRACT, FROM LOT 81 BLOCK 2, EASTWOODS SUBDIVISION PHASE 4, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT 4, ATTACHED HERETO;** **AND DIRECTING THAT THE SAID THREE UTILITY EASEMENTS AND THE THREE TEMPORARY CONSTRUCTION EASEMENTS BE FILED OF RECORD IN THE OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.**

INITIATED BY:	STAFF SOURCE:
Celina Rivera, Real Estate Manager Community Development	Tomas M. Rodriguez, Jr., P.E. Utilities Director

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND:

Paul H. Young Jr. and Ellen B. Young conveyed these utility easements to the City of Laredo upon request by the Utilities Department. These Utility Easements are being acquired as necessitated by the City of Laredo's 24" Waterline Clark & Bob Bullock-Loop 20 Improvement Project. The existing 12 foot wide easement being released is no longer needed as a result of the newly acquired easements.

FINANCIAL IMPACT:
Land-557-0000-161.10-00

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approval of this resolution.	Approval of this resolution.

RESOLUTION NO. 2011-R-___

ACCEPTING THE CONVEYANCE OF THREE UTILITY EASEMENTS AND RELATED TEMPORARY CONSTRUCTION EASEMENTS FROM PAUL H. YOUNG, JR. AND ELLEN B. YOUNG, FOR THE 24 INCH WATER MAIN CLARK & BOB BULLOCK LOOP PROJECT, THE CONVEYANCE OF UTILITY EASEMENTS OF ONE 0.1798 ACRE TRACT, ONE 0.0754 ACRE TRACT, ONE 0.0754 ACRE TRACT, COPIES OF WHICH CONVEYANCES ARE ATTACHED AS EXHIBITS 1, 2 AND 3; AND FURTHER RELEASING AN EXISTING 12 FOOT WIDE UTILITY EASEMENT OVER A 0.0610 ACRE TRACT, FROM LOT 81 BLOCK 2, EASTWOODS SUBDIVISION PHASE 4, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT 4, ATTACHED HERETO; AFTER CONVEYANCE THE CITY WILL CONSTRUCT THE 24 INCH WATER MAIN ON THE SAID EASEMENTS.

WHEREAS, Paul H. Young Jr. and Ellen B. Young have agreed to convey to the city by Utility Easement, tracts of 0.1798 acres, 0.0754 acres and 0.0754 acres, which are described in Exhibits 1, 2 and 3 attached to this resolution; and

WHEREAS, The City of Laredo has agreed to release an existing 12 foot Utility Easement, tract of 0.0610 acres, which is described in Exhibit 4 attached to this resolution; and

WHEREAS, after the conveyance of the said Utility Easement tracts, the city will construct the 24" Waterline Clark & Bob Bullock Loop 20 Improvement Project; and

WHEREAS, in order to proceed with the construction of the 24" Waterline Clark & Bob Bullock Loop 20 Improvement Project, it is in the City of Laredo's best interests to accept the above-referenced conveyance from Paul H. Young Jr. and Ellen B. Young.

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

Section 1. It hereby accepts the conveyance of Utility Easements of these tracts of land for the conveyance of which tracts are situated in Webb County, Texas, and being more particularly described by metes and bounds descriptions that are attached to Exhibits 1, 2 and 3 attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility Easement, copies of which are attached as Exhibit 1 (0.1798 ACRE TRACT), Exhibit 2 (0.0754 ACRE TRACT), and Exhibit 3 (0.0754 ACRE TRACT) to this resolution, and the tracts are more particularly described in the exhibits attached to Exhibits 1, 2 and 3 (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2011.

_____
Raul G. Salinas, Mayor

ATTEST:
Gustavo Guevara, Jr.
City Secretary

_____

APPROVED AS TO FORM:
Raul Casso
City Attorney

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

WATER LINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, PAUL YOUNG PROPERTIES, LTD., a Texas Limited Partnership, of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto the CITY OF LAREDO, a home rule city and political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as Grantee, the right to construct, reconstruct and perpetually maintain water lines upon and through a utility easement together with all necessary laterals and appurtenant facilities, in, over, upon and across each of the following tracts of land in Webb County, Texas:

Being a tract of land found to contain 0.1798 acres (7,831 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; being out of and part of Lot 81, Block 2, Eastwoods Subdivision, Phase IV, recorded in Volume 18, Page 48 of Webb County Plat Records; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1798 acre tract being more particularly described by metes and bounds in the attached Exhibit A and in the attached survey map as Exhibit B; and

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property as now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water lines upon the said utility easements.

EXECUTED on this ___ day of _____, 2011.

GRANTOR:

PAUL YOUNG PROPERTIES, LTD.

EXHIBIT 1

By: PAUL H. YOUNG, JR.
MANAGING MEMBER OF PAUL YOUNG MANAGEMENT, LLC, GENERAL PARTNER OF PAUL YOUNG PROPERTIES, LTD.

EXHIBIT
tabbies
1
Res No. 2011-R-___

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, the undersigned authority on this day personally appeared PAUL H. YOUNG, JR., managing member of PAUL YOUNG MANAGEMENT, LLC, a General Partner of the partnership of PAUL YOUNG PROPERTIES, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of PAUL YOUNG PROPERTIES, LTD., a Texas Limited Partnership, and that PAUL YOUNG MANAGEMENT, LLC, executed the same as its General Partner and as the act of such limited partnership and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah L. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

AFTER RECORDING RETURN TO:

Ms. Ronnie Acosta
CD Director
P.O. Box 1276
Laredo, Texas 78042-1276

20' WATER LINE & ACCESS EASEMENT

0.1798 Acre Tract (7,831 s.f.)
being a part of
Lot 81, Block 2, Eastwoods Subdivisión, Phase IV
Recorded in Volume 18, Page 48 of Webb County Plat Records
Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 0.1798 acres (7,831 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; being out of and part of Lot 81, Block 2, Eastwoods Subdivisión, Phase IV, recorded in Volume 18, Page 48 of Webb County Plat Records; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1798 Acre more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found concrete monument for the Southeast corner of said Lot 81, same corner being a point on the Northerly right-of-way line of Clark Blvd, (Spur 400), and the Southeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 89°50'55" West, 179.94 Feet, with the Southerly boundary line of said Lot 81, also being the Northerly right-of-way line of Clark Blvd, (Spur 400) and Southerly boundary line of the herein described tract, to a set ½" iron rod for a Southwesterly clip corner of said Lot 81 and the herein described tract;

THENCE North 44°43'35" West, 21.26 Feet, along the Southwesterly clip corner line of the herein described tract, to a ½" iron rod set on the Westerly boundary line of said Lot 81, also being the Easterly right-of-way line of Newport Avenue for a Southwesterly clip corner of the herein described tract;

THENCE North 00°23'45" East, 207.21 Feet, with the Easterly right-of-way line of Newport Avenue, also being the Westerly boundary line of said Lot 81 and the herein described tract, to a ½" iron rod set for the Northwest corner of the herein described tract;

THENCE South 89°36'15" East, 20.00 Feet, along the most Northerly boundary line of the herein described tract, to a set ½" iron rod for a deflection corner to the right hereof;

THENCE South 00°23'45" West, 202.19 Feet, to a set ½" iron rod for a deflection corner to the left hereof;

THENCE South 89°50'55" East, 175.01 Feet, to a ½" iron rod set in the Easterly boundary line of said Lot 81, for a Northeast corner of the herein described tract;

THENCE South 00°23'45" West, 20.00 Feet, along the Easterly boundary line of said Lot 81, also being the Easterly boundary line of the herein described tract, to the Southeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, Texas State Plane, 4205 South Zone, Grid Coordinates.

I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

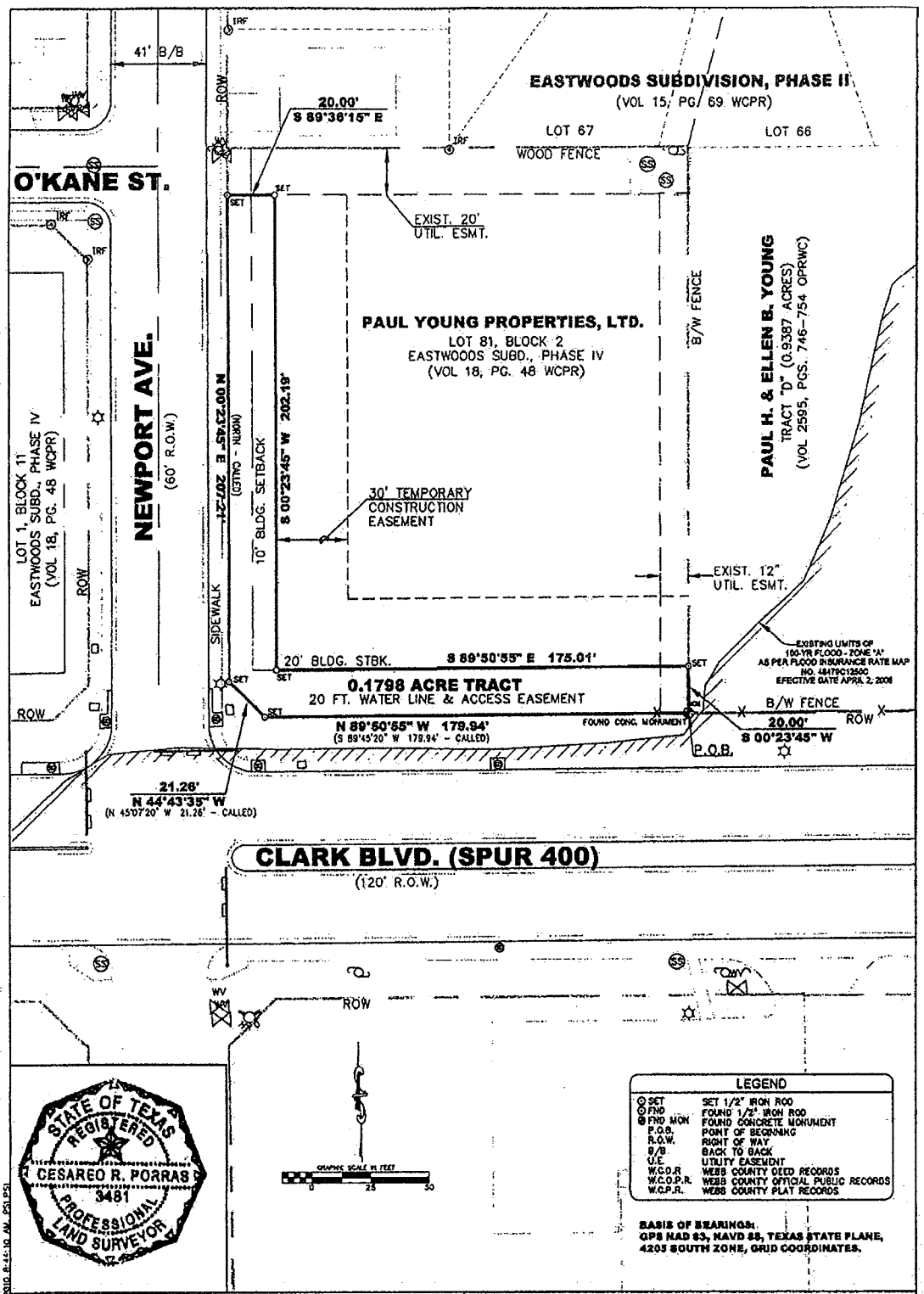
Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

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

EXHIBIT A

10/1/10



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 1ST DAY OF OCT. 2010.

CESAREO R. PORRAS, R.P.L.S.
TEXAS REG. NO. 3481

SURVEY OF
0.1798 ACRE (7,831 S.F.) TRACT
20 FT. WATER LINE & ACCESS EASEMENT
OUT OF LOT 81, BLOCK 2, EASTWOOD SUBDIVISION,
PHASE 4 RECORDED IN
VOLUME 18, PAGE 48 WEBB COUNTY PLAT RECORDS
WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1870
LAREDO, TEXAS 78044
TEXAS REGISTERED
ENGINEERING FIRM F-6205
OFFICE (956) 724-3097
FAX (956) 724-9208

EXHIBIT B

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, PAUL YOUNG PROPETIES, LTD., a Texas Limited Partnership of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, and does by these presents GRANT unto the CITY OF LAREDO, hereinafter referred to as "Grantee" a temporary working easement for the purpose of enabling the Grantee, its employees and agents, to have working space to install and make water line improvements and for such purpose this temporary working easement gives Grantee the right to enter upon and across the following tracts of land in Webb County, Texas:

> Being a tract of land found to contain 0.2391 acres (10,414 s.f.), more or less, situated in Porcion 29, Abstract 3086,Bautista Villarreal, Original Grantee; being out of and part of Lot 81, Block 2, Eastwoods Subdivision, Phase IV, recorded in Volume 18, Page 48 of Webb County Plat Records; and within the limits of the City of Laredo, in Webb County, Texas, said 0.2391 acre tract being more particularly described by metes and bounds in the attached Exhibit A and shown on survey attached as Exhibit B; and

This temporary working easement is granted on the condition that the Grantee return possession of the said tract of land in the same or better condition than when the temporary easement was granted, and is granted on the further condition that it shall terminate not later than twelve months after date of signing of this document.

TO HAVE AND TO HOLD the same as a temporary working easement, to be solely used by the Grantee, together with the right and privilege, at any and all times during the term of this temporary easement, to enter said tract of land, or any part thereof, for the purpose of Grantee's completing its waterline project on Grantee's abutting waterline easement.

EXECUTED on this ___ day of _____, 2011.

GRANTOR:
PAUL YOUNG PROPERTIES, LTD.

By: PAUL H. YOUNG, JR.
MANAGING MEMBER OF PAUL YOUNG

MANAGEMENT, LLC, GENERAL PARTNER
OF PAUL YOUNG PROPERTIES, LTD.

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, the undersigned authority on this day personally appeared PAUL H. YOUNG, JR., managing member of PAUL YOUNG MANAGEMENT, LLC, a General Partner of the partnership of PAUL YOUNG PROPERTIES, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of PAUL YOUNG PROPERTIES, LTD., a Texas Limited Partnership, and that PAUL YOUNG MANAGEMENT, LLC, executed the same as its General Partner and as the act of such limited partnership and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah L. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

0.2391 Acre Tract (10,414 s.f.)
being a part of
Lot 81, Block 2, Eastwoods Subdivisión, Phase IV
Recorded in Volume 18, Page 48 of Webb County Plat Records
Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 0.2391 acres (10,414 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; being out of and part of Lot 81, Block 2, Eastwoods Subdivisión, Phase IV, recorded in Volume 18, Page 48 of Webb County Plat Records; and within the limits of the City of Laredo, in Webb County, Texas, said 0.2391 Acre more particularly described by metes and bounds as follows, to-wit;

COMMENCING from a found concrete monument for the Southeast corner of said Lot 81, same corner being a point on the Northerly right-of-way line of Clark Blvd, (Spur 400), North 00°23'45" East, 20.00 Feet, along the Easterly boundary line of said Lot 81 to a point for the Southeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 89°50'55" West, 175.01 Feet, along the Southerly boundary line of the herein described tract, to a deflection corner to the right and a Southwesterly corner of the herein described tract;

THENCE North 00°23'45" East, 202.19 Feet, along the Westerly boundary line of the herein described tract, to a deflection corner to the right and the Northwest corner of the herein described tract;

THENCE South 89°36'15" East, 30.00 Feet, along the most Northerly boundary line of the herein described tract, to a deflection corner to the right hereof;

THENCE South 00°23'45" West, 172.06 Feet, to a deflection corner to the left hereof;

THENCE South 89°50'55" East, 145.01 Feet, to a point in the Easterly boundary line of said Lot 81, for a Northeast corner of the herein described tract;

THENCE South 00°23'45" West, 30.00 Feet, along the Easterly boundary line of said Lot 81, also being the Easterly boundary line of the herein described tract, to the Southeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, Texas State Plane, 4205 South Zone, Grid Coordinates.

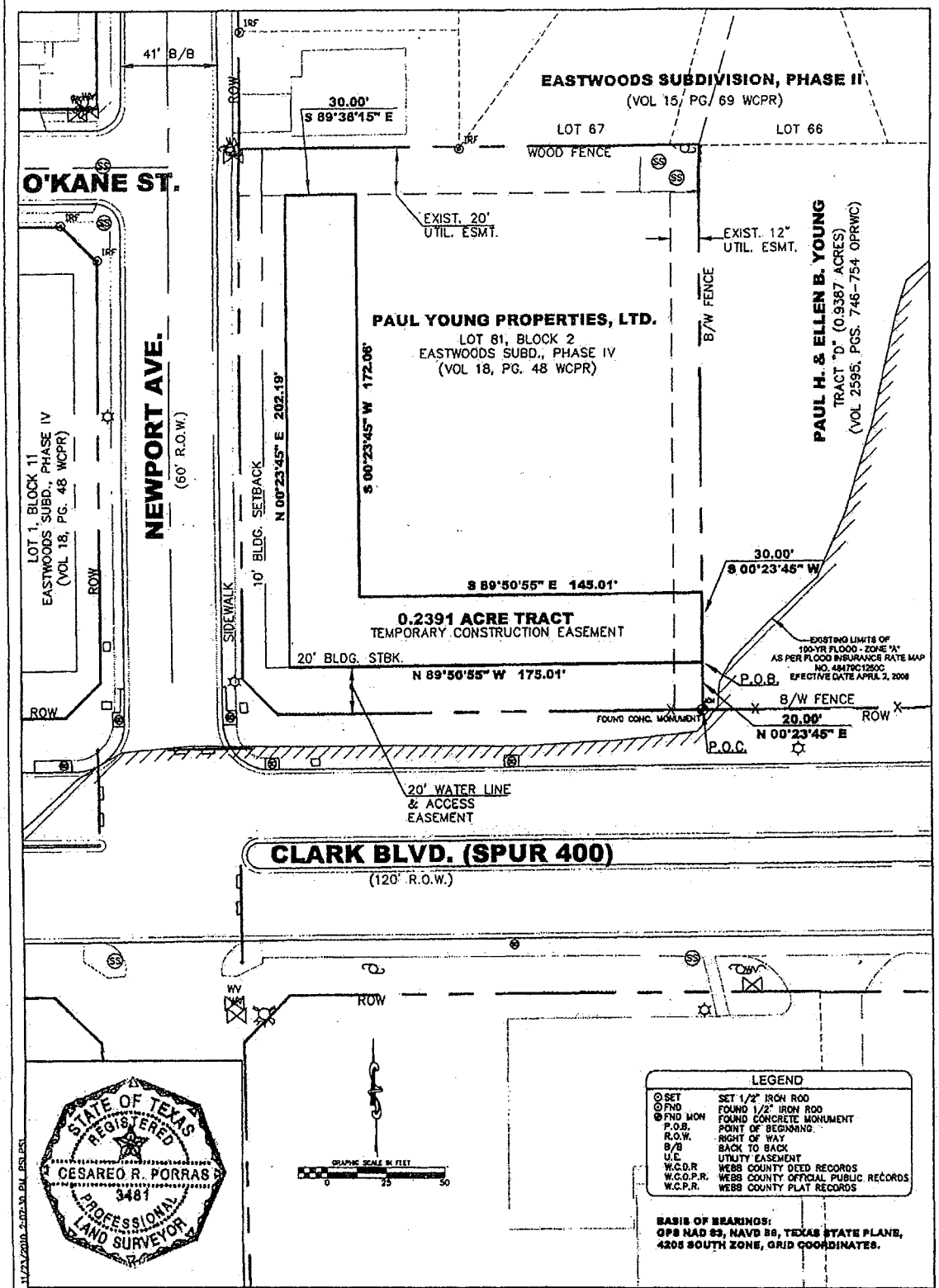
I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

Cesareo R. Porras, R.P.L.S
12/05/10

EXHIBIT A



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 6TH DAY OF DEC. 2010.

CESAREO R. PORRAS, R.P.L.S.
TEXAS REG. NO. 3481

SURVEY OF
0.2391 ACRE (10,414 S.F.) TRACT
TEMPORARY CONSTRUCTION EASEMENT
OUT OF LOT 81, BLOCK 2, EASTWOOOD SUBDIVISION, PHASE 4 RECORDED IN
VOLUME 18, PAGE 48 WEBB COUNTY PLAT RECORDS
WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1870
LAREDO, TEXAS 78044
TEXAS REGISTERED
ENGINEERING FIRM F-8205
OFFICE (956) 724-3087
FAX (956) 724-8208

EXHIBIT B

WATER LINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

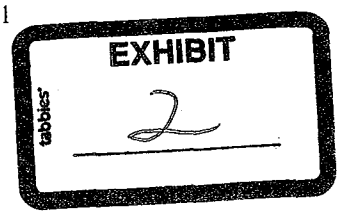
That the undersigned, PAUL H. YOUNG JR. and wife, ELLEN B. YOUNG of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto the CITY OF LAREDO, a home rule city and political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as Grantee, the right to construct, reconstruct and perpetually maintain water lines upon and through a utility easement together with all necessary laterals and appurtenant facilities, in, over, upon and across each of the following tracts of land in Webb County, Texas:

Tract A-2:
Being a tract of land found to contain 0.0754 acres (3,284 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.0754 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit A-2 and in the attached survey map as Exhibit B; and

Tract A-3:
Being a tract of land found to contain 0.0754 acres (3,285 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.0754 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2194, Pages 659-667, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit A-3 and in the attached survey map as Exhibit B; and

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property as now reflected by the Official Property Records, of Webb County, Texas.

EXHIBIT 2



TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water lines upon the said utility easements.

EXECUTED on this ___ day of _____, 2011.

GRANTORS:

PAUL H. YOUNG, JR.

ELLEN B. YOUNG

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared PAUL H. YOUNG, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Notary Public, State of Texas
My commission expires: 8/30/13

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared ELLEN B. YOUNG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Notary Public, State of Texas
My commission expires: 8/30/13

AFTER RECORDING RETURN TO:

Ms. Ronnie Acosta
CD Director
P.O. Box 1276
Laredo, Texas 78042-1276

20' WATER LINE & ACCESS EASEMENT

0.0754 Acre Tract (3,284 s.f.)
being a part of
Porcion 29 ~ Abstract 3086 ~ Bautista Villarreal, Original Grantee
Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 0.0754 acres (3,284 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.0754 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found concrete monument for the Southeast corner of Lot 81, Block 2, Eastwoods Subdivision, Phase IV, as recorded in Volume 18, Page 48 of the Webb County Plat Records, same corner being a point on the Northerly right-of-way line of Clark Blvd, (Spur 400), and the Southwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 00°23'45" East, 20.00 Feet, with the Easterly boundary line of said Lot 81 and Westerly boundary line of the herein described tract, to a set ½" iron rod for the Northwest corner to the herein described tract;

THENCE South 89°45'09" East, 164.20 Feet, along the Northerly boundary line of the herein described tract, to a ½" iron rod set on the Westerly boundary line of the 21.4162 Acre Tract known as Tract "C" conveyed to the City of Laredo, as recorded in Volume 2595, Pages 746-754 Webb County Official Public Records, for the Northeast corner of the herein described tract;

THENCE South 00°21'02" West, 20.00 Feet, with the Westerly boundary line of said 21.4162 Acre Tract and the Easterly boundary line of the herein described tract, to a ½" iron rod found on the Northerly right-of-way line of Clark Blvd, (Spur 400), and the Southeast corner of the herein described tract;

THENCE North 89°45'09" West, 164.22 Feet, along the Northerly right-of-way line of said Clark Blvd, (Spur 400) also being the Southerly boundary line of the herein described tract, to the Southwest corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, Texas State Plane, 4205 South Zone, Grid Coordinates.

I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

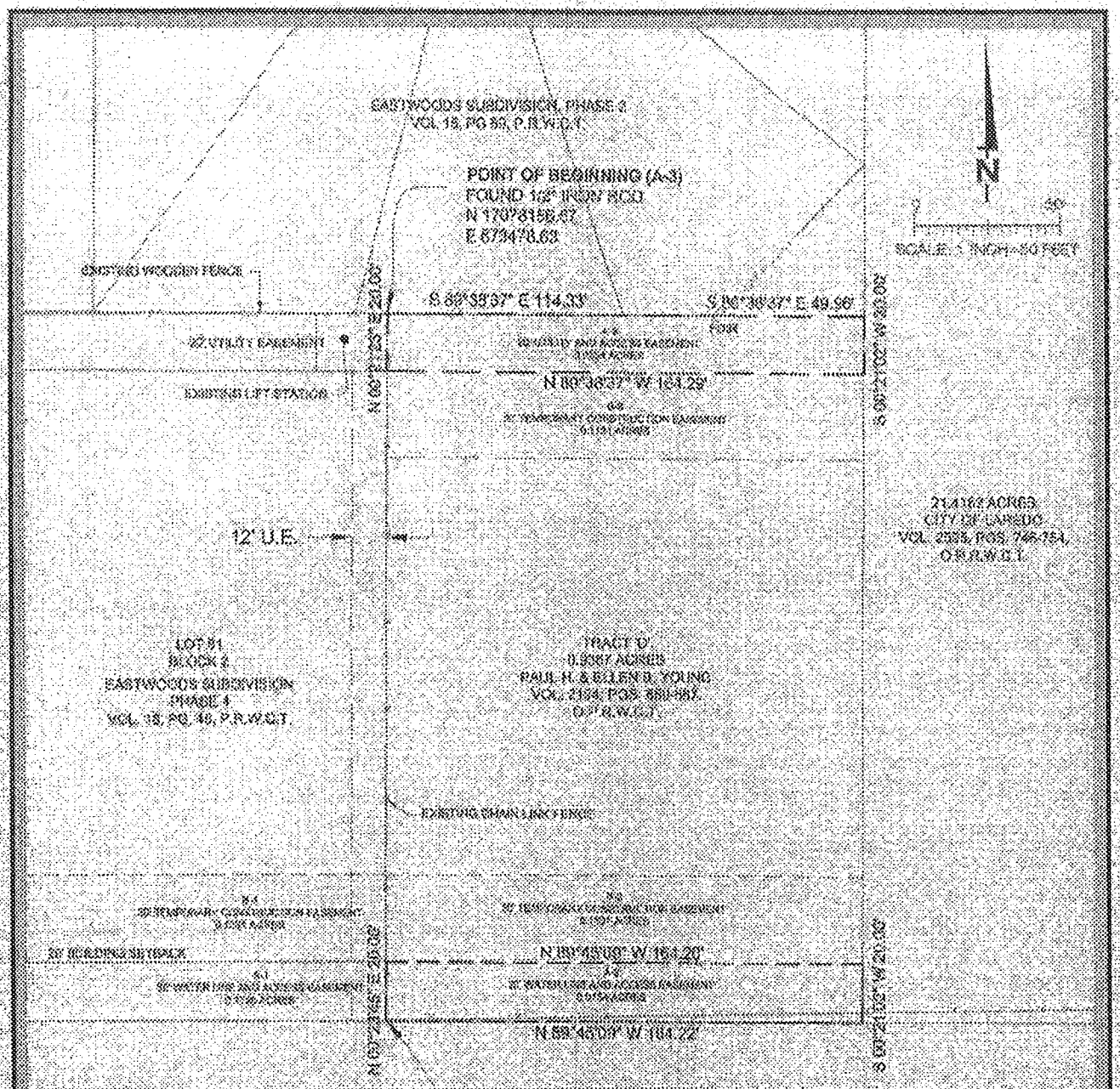
Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

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

10/1/10

EXHIBIT A-2



20' WIDE UTILITY AND ACCESS EASEMENT
LAREDO, TEXAS

BOUNDARY SURVEY

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, PAUL H. YOUNG JR. and wife, ELLEN B. YOUNG of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, and does by these presents GRANT unto the CITY OF LAREDO, hereinafter referred to as "Grantee" a temporary working easement for the purpose of enabling the Grantee, its employees and agents, to have working space to install and make water line improvements and for such purpose this temporary working easement gives Grantee the right to enter upon and across the following tracts of land in Webb County, Texas:

Tract B-2:
Being a tract of land found to contain 0.1131 acres (4,926 sJ.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1131 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit B-2 and shown on survey attached as Exhibit C; and

Tract B-3:
Being a tract of land found to contain 0.1131 acres (4,928 sJ.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1131 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2194, Pages 659-667, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit B-3 and shown on survey attached as Exhibit C; and

This temporary working easement is granted on the condition that the Grantee return possession of the said tract of land in the same or better condition than when the temporary easement was granted, and is granted on the further condition that it shall terminate not later than twelve months after date of signing of this document.

TO HAVE AND TO HOLD the same as a temporary working easement, to be solely used by the Grantee, together with the right and privilege, at any and all times during the term of this temporary easement, to enter said tract of land, or any part thereof, for the purpose of Grantee's completing its waterline project on Grantee's abutting waterline easement.

EXECUTED on this ___ day of _____, 2011.

GRANTORS:

PAUL H. YOUNG, JR.

ELLEN B. YOUNG

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared PAUL H. YOUNG, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah B. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared ELLEN B. YOUNG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah B. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

0.1131 Acre Tract (4,926 s.f.)
being a part of
Porcion 29 ~ Abstract 3086 ~ Bautista Villarreal, Original Grantee
Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 0.1131 acres (4,926 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1131 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds as follows, to-wit;

COMMENCING from a found concrete monument for the Southwest corner of said 0.9387 Acre Tract, same corner being the Southeast corner of Lot 81, Block 2, Eastwoods Subdivision, Phase IV, as recorded in Volume 18, Page 48 of the Webb County Plat Records, also being a point on the Northerly right-of-way line of Clark Blvd, (Spur 400), North 00°23'45" East, 20.00 Feet, along the Easterly boundary line of said Lot 81 to a point for the Southwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 00°23'45" East, 30.00 Feet, with the Easterly boundary line of said Lot 81 and Westerly boundary line of the herein described tract, to a point for the Northwest corner to the herein described tract;

THENCE South 89°45'09" East, 164.18 Feet, along the Northerly boundary line of the herein described tract, to a point on the Westerly boundary line of the 21.4162 Acre Tract known as Tract "C" conveyed to the City of Laredo, as recorded in Volume 2595, Pages 746-754 Webb County Official Public Records, for the Northeast corner of the herein described tract;

THENCE South 00°21'02" West, 30.00 Feet, with the Westerly boundary line of said 21.4162 Acre Tract and the Easterly boundary line of the herein described tract, to a point for the Southeast corner of the herein described tract;

THENCE North 89°45'09" West, 164.20 Feet, along the Southerly boundary line of the herein described tract, to the Southwest corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83, NAVD 88, Texas State Plane, 4205 South Zone, Grid Coordinates.

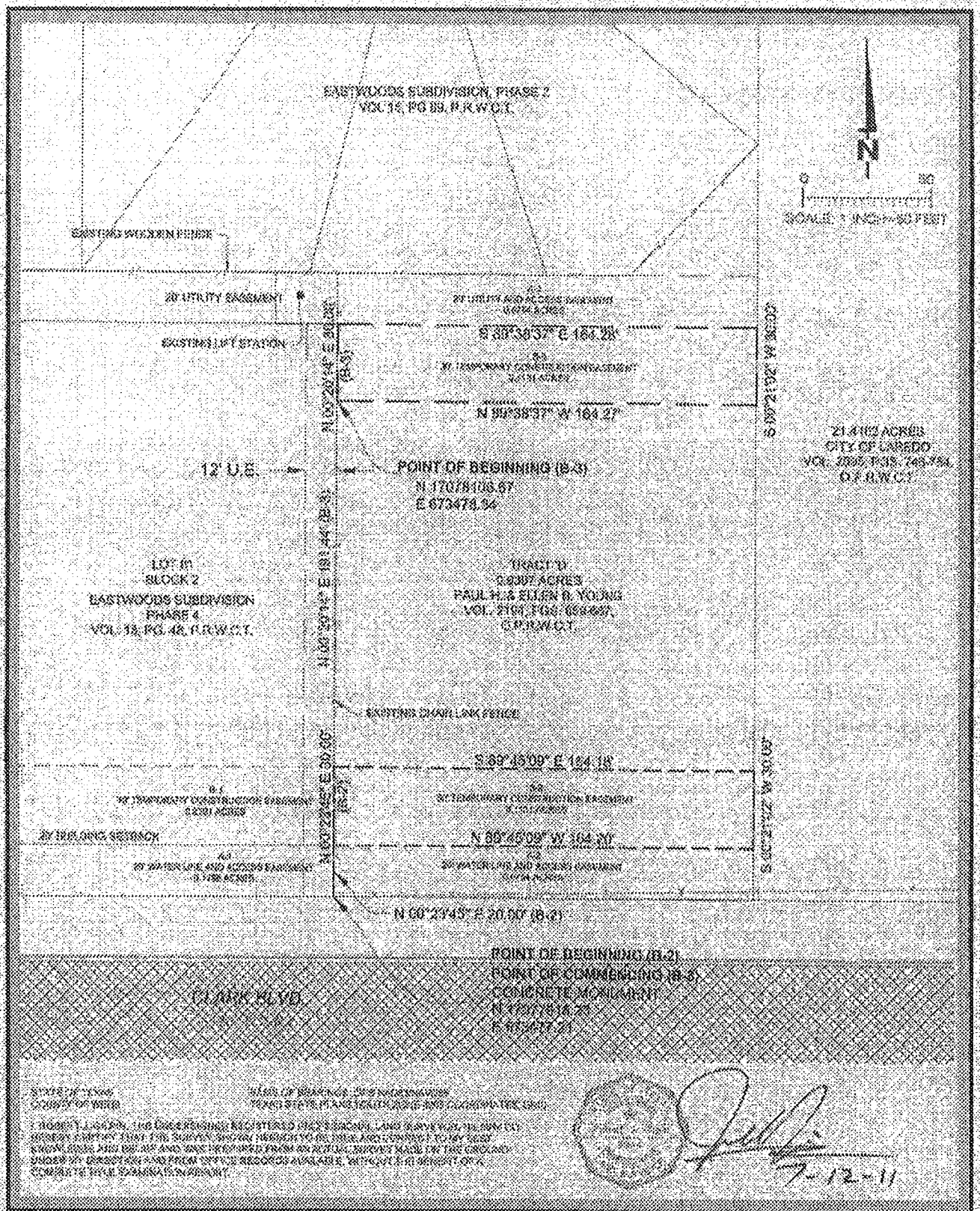
I, Cesareo R. Porras, the undersigned Registered Professional Land Surveyor, Number 3481, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

Cesareo R. Porras, R.P.L.S
12/05/10

EXHIBIT B-2



50' WIDE TEMPORARY CONSTRUCTION EASEMENT
LAREDO, TEXAS

BOUNDARY SURVEY

WATER LINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

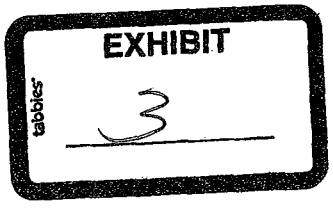
That the undersigned, PAUL H. YOUNG JR. and wife, ELLEN B. YOUNG of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto the CITY OF LAREDO, a home rule city and political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as Grantee, the right to construct, reconstruct and perpetually maintain water lines upon and through a utility easement together with all necessary laterals and appurtenant facilities, in, over, upon and across each of the following tracts of land in Webb County, Texas:

Tract A-2:
Being a tract of land found to contain 0.0754 acres (3,284 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.0754 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit A-2 and in the attached survey map as Exhibit B; and

Tract A-3:
Being a tract of land found to contain 0.0754 acres (3,285 s.f.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.0754 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2194, Pages 659-667, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit A-3 and in the attached survey map as Exhibit B; and

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property as now reflected by the Official Property Records, of Webb County, Texas.

EXHIBIT 3



TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water lines upon the said utility easements.

EXECUTED on this ___ day of _____, 2011.

GRANTORS:

PAUL H. YOUNG, JR.

ELLEN B. YOUNG

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared PAUL H. YOUNG, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Notary Public, State of Texas
My commission expires: 8/30/13

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared ELLEN B. YOUNG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Notary Public, State of Texas
My commission expires: 8/30/13

AFTER RECORDING RETURN TO:

Ms. Ronnie Acosta
CD Director
P.O. Box 1276
Laredo, Texas 78042-1276

STATE OF TEXAS*
COUNTY OF WEBB*
20' WIDE UTILITY AND ACCESS EASEMENT
0.0754 ACRES (3,285.74 SF)

LEGAL DESCRIPTION FOR A 0.0754 ACRE EASEMENT BEING OUT OF A TRACT OF LAND KNOWN AS "TRACT D", CALLED TO CONTAIN .9387 ACRES, RECORDED IN VOLUME 2194, PAGES 659-667, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED EASEMENT SITUATED IN PORCION NO. 29 (A-3086), B. VILLARREAL, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod, situated on the southerly line of the Eastwoods Subdivision Phase 2, recorded in Volume 15, Page 69, Plat Records of Webb County, Texas, same being the northeasterly corner of Lot 81, Block 2, Eastwoods Subdivision Phase 4, recorded in Volume 18, Page 48, Plat Records of Webb County, Texas, and the northwesterly corner of said "TRACT D", for the **POINT OF BEGINNING** of this 0.0754 Acre easement and the **northwesterly** corner hereof;

Thence, S89°38'37"E, along the wooden fence occupied as the common boundary between said Eastwoods Subdivision Phase 2 and said "TRACT D", same being the northerly boundary of herein described parcel, a distance of 114.33 feet, to an iron rod being an exterior corner of Lot 65 of said Eastwoods Subdivision Phase 2, same being situated on the common boundary between said Eastwoods Subdivision Phase 2 and said "TRACT D", continuing with the same bearing along the northerly boundary of herein described easement, a distance of 49.96 feet, for a total distance of 164.29 feet, to a point for the **northeasterly corner** hereof;

Thence, S00°21'02"W, along the common boundary between a City of Laredo tract of land called to contain 21.4162 Acres, recorded in Volume 2595, Pages 746-754, Official Public Records of Webb County, Texas, and said "TRACT D", same being the easterly boundary of herein described easement, a distance of 20.00 feet, to a point for the **southeasterly corner** hereof;

Thence, N89°38'37"W, with the southerly line of herein described easement, a distance of 164.29 feet, for the **southwesterly corner** hereof;

EXHIBIT A-3

EXHIBIT A-3

Thence, N00°21'23"E, along the fence line occupied as the common boundary between said Lot 81, Block 2, Eastwoods Subdivision Phase 4 and said "TRACT D", same being the westerly boundary of herein described easement, a distance of 20.00 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 0.0754 Acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

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

WITNESS MY HAND AND SEAL

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

5-25-11

EASTWOODS SUBDIVISION, PHASE 2
VOL. 15, PG 93, P.R.W.C.T.

POINT OF BEGINNING (A-3)
FOUND 1/2" IRON ROD
N 17073156.07
E 6734178.63

N

SCALE: 1 INCH=50 FEET

EXISTING WOODEN FENCE

S 89°38'37" E 154.33'

S 89°38'37" E 49.96'

20' UTILITY EASEMENT

N 89°38'37" W 154.29'

EXISTING LIFT STATION

S 00°21'23" W 20.00'

N 00°21'23" E 20.00'

21.4162 ACRES
CITY OF LAREDO
VOL. 2555, PGS. 746-751,
O.R.W.C.T.

12' U.E.

LOT 91
BLOCK 4
EASTWOODS SUBDIVISION
PHASE 4
VOL. 15, PG. 48, P.R.W.C.T.

TRACT 'D'
0.9367 ACRES
PAUL H. & ELLEN D. YOUNG
VOL. 2134, PGS. 681-687
O.P.R.W.C.T.

EXISTING CHAIN LINK FENCE

20' BUILDING SETBACK

N 89°45'09" W 164.20'

N 59°46'09" W 164.22'

S 00°21'23" W 20.00'

N 00°21'23" E 20.00'

CLARK BLVD

POINT OF BEGINNING (A-4)
CONCRETE MONUMENT
N 17077[illegible]
E 6734777.51

STATE OF TEXAS
COUNTY OF WEBB

BASIS OF BEARINGS [illegible]

I, ROBERT J. [illegible], HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THE ATTACHED PLAT DESCRIBES A SURVEY MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN THEREON.

7-12-11

1	20 WIDE UTILITY AND ACCESS EASEMENT LAREDO, TEXAS BOUNDARY SURVEY	GUIDO ENGINEERING COMPANY 1010 W. Hillside Road, Suite B Laredo, Texas 78041 956-722-0325 TBPE F-2444 TBPLS 10194 Firm Registration No. [illegible]

THIS DOCUMENT IS NOT TO BE RECORDED

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB §

That the undersigned, PAUL H. YOUNG JR. and wife, ELLEN B. YOUNG of the County of Webb, State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, and does by these presents GRANT unto the CITY OF LAREDO, hereinafter referred to as "Grantee" a temporary working easement for the purpose of enabling the Grantee, its employees and agents, to have working space to install and make water line improvements and for such purpose this temporary working easement gives Grantee the right to enter upon and across the following tracts of land in Webb County, Texas:

Tract B-2:
Being a tract of land found to contain 0.1131 acres (4,926 sJ.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1131 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2595, Pages 746-754, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit B-2 and shown on survey attached as Exhibit C; and

Tract B-3:
Being a tract of land found to contain 0.1131 acres (4,928 sJ.), more or less, situated in Porcion 29, Abstract 3086, Bautista Villarreal, Original Grantee; and within the limits of the City of Laredo, in Webb County, Texas, said 0.1131 Acre tract being out of and part of the Paul H. & Ellen B. Young 0.9387 Acre tract known as Tract "D", as recorded in Volume 2194, Pages 659-667, of the Webb County Official Public Records, and more particularly described by metes and bounds in the attached Exhibit B-3 and shown on survey attached as Exhibit C; and

This temporary working easement is granted on the condition that the Grantee return possession of the said tract of land in the same or better condition than when the temporary easement was granted, and is granted on the further condition that it shall terminate not later than twelve months after date of signing of this document.

TO HAVE AND TO HOLD the same as a temporary working easement, to be solely used by the Grantee, together with the right and privilege, at any and all times during the term of this temporary easement, to enter said tract of land, or any part thereof, for the purpose of Grantee's completing its waterline project on Grantee's abutting waterline easement.

EXECUTED on this ___ day of _____, 2011.

GRANTORS:

PAUL H. YOUNG, JR.

ELLEN B. YOUNG

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared PAUL H. YOUNG, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah B. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

STATE OF TEXAS §

COUNTY OF WEBB §

Before me, on this day personally appeared ELLEN B. YOUNG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of July, 2011.

DEBORAH L. TALAMANTEZ
MY COMMISSION EXPIRES
August 30, 2013

Deborah B. Talamantez
Notary Public, State of Texas
My commission expires: 8/30/13

THIS DOCUMENT IS NOT TO BE RECORDED

STATE OF TEXAS*
COUNTY OF WEBB*
30' WIDE TEMPORARY CONSTRUCTION EASEMENT
0.1131 ACRES (4,928.26 SF)

LEGAL DESCRIPTION FOR A 0.1131 ACRE TEMPORARY CONSTRUCTION EASEMENT BEING OUT OF A TRACT OF LAND KNOWN AS "TRACT D", CALLED TO CONTAIN .9387 ACRES, RECORDED IN VOLUME 2194, PAGES 659-667, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED EASEMENT SITUATED IN PORCION NO. 29 (A-3086), B. VILLARREAL, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found concrete monument, situated on the northerly line of the Clark Boulevard Right-of-Way, same being the southwesterly corner of said "TRACT D", and the southeasterly corner of Lot 81, Block 2, Eastwoods Subdivision Phase 4, recorded in Volume 18, Page 48, Plat Records of Webb County, Texas;

Thence, N00°20'14"E, along the fence line occupied as the common boundary between said "TRACT D", and said Lot 81, Block 2, Eastwoods Subdivision Phase 4, a distance of 191.44 feet, for the **POINT OF BEGINNING** of this 0.1131 Acre easement and the **southwesterly** corner hereof;

Thence, N00°20'14"E, along the fence line occupied as the common boundary between said Lot 81, Block 2, Eastwoods Subdivision Phase 4 and said "TRACT D", same being the westerly boundary of herein described easement, a distance of 30.00 feet, to a point for the **northwesterly corner** hereof;

Thence, S89°38'37"E, a distance of 164.28 feet, to a point for the **northeasterly corner** hereof;

Thence, S00°21'02"W, along the common boundary between a City of Laredo tract of land called to contain 21.4162 Acres, recorded in Volume 2595, Pages 746-754, Official Public Records of Webb County, Texas, and said "TRACT D", same being the easterly boundary of herein described easement, a distance of 30.00 feet, to a point for the **southeasterly corner** hereof;

EXHIBIT B-3

EXHIBIT B-3

Thence, N89°38'37"W, with the southerly line of herein described easement, a distance of 164.29 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 0.1131 Acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

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

WITNESS MY HAND AND SEAL

STATE OF TEXAS
ROBERT J. GILPIN
5944
REGISTERED
PROFESSIONAL SURVEYOR

6-30-11

EASTWOODS SUBDIVISION, PHASE 2
VOL. 13, PG 89, P.R.W.C.T.

EXISTING WOODEN FENCE

20' UTILITY EASEMENT

EXISTING LIFT STATION

S 87°38'37" E 167.28'

N 87°38'37" W 164.27'

12' U.E.

POINT OF BEGINNING (B-3)
N 17078126.67
E 673478.94

LOT 10
BLOCK 7
EASTWOODS SUBDIVISION
PHASE 4
VOL. 13, PG. 48, P.R.W.C.T.

TRACT D
0.9387 ACRES
PAUL H. & ELLEN B. YOUNG
VOL. 2191, PG. 69-[illegible]
O.P.R.W.C.T.

EXISTING CHAIN LINK FENCE

S 39°15'00" E 154.18'

N 39°15'00" W 164.20'

20' BUILDING SETBACK

N 60°20'45" E 20.00' (B-4)

POINT OF BEGINNING (B-2)
POINT OF COMMENCING (B-4)
CONCRETE MONUMENT
N 17077814.73
E 673471.21

FLANK BLVD.

21.4163 ACRES
CITY OF LAREDO
VOL. 2595, PG. 145-154
O.P.R.W.C.T.

SCALE: 1 INCH = 50 FEET

7-12-11

30' WIDE TEMPORARY CONSTRUCTION EASEMENT
LAREDO, TEXAS

BOUNDARY SURVEY

STATE OF TEXAS*
COUNTY OF WEBB*
12' WIDE UTILITY EASEMENT
0.0610 ACRES (2,657.28 SF)

LEGAL DESCRIPTION FOR A 0.0610 ACRE EASEMENT BEING SHOWN IN LOT 81, BLOCK 2, EASTWOODS SUBDIVISION PHASE 4, RECORDED IN VOLUME 18, PAGE 48, PLAT RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED EASEMENT SITUATED IN PORCION NO. 29 (A-3086), B. VILLARREAL, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found concrete monument, situated on the northerly line of the Clark Boulevard Right-of-Way, same being the southwesterly corner of a tract of land known as "TRACT D", called to contain 0.9387 Acres, Recorded in Volume 2194, Pages 659-667, Official Public Records of Webb County, Texas, and the southeasterly corner of said Lot 81, Block 2, Eastwoods Subdivision Phase 4, for the **POINT OF BEGINNING** of this 0.0610 Acre easement and the **southeasterly** corner hereof;

Thence, N89°54'26"W, along the common boundary between said Clark Boulevard Right-of-Way and said Lot 81, Block 2, Eastwoods Subdivision Phase 4, same being the southerly boundary of herein described easement, a distance of 12.00 feet, to a point for the **southwesterly corner** hereof;

Thence, N00°20'14"E, with the westerly boundary of herein described easement, a distance of 221.47 feet, to a point for the **northwesterly corner** hereof;

Thence, S89°39'31"E, with the common boundary between a 20.00 foot wide utility easement, being shown in said Lot 81, Block 2, Eastwoods Subdivision Phase 4, and the northerly boundary of herein described easement, a distance of 12.00 feet, for the **northeasterly corner** hereof;

EXHIBIT
tabbies
4

EXHIBIT 4

Thence, S00°20'14"W, along the fence line occupied as the common boundary between said "TRACT D", and said Lot 81, Block 2, Eastwoods Subdivision Phase 4, same being the easterly boundary of herein described easement, a distance of 221.41 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 0.0610 Acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

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

WITNESS MY HAND AND SEAL

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

5-25-11

EASTWOODS SUBDIVISION, PHASE 2
VOL. 15, PG.69, P.R.W.C.T.

20' U.E.

EXISTING WOODEN FENCE

S 89°39'31" E 12.00'

EXISTING LIFT STATION

0.0610 ACRES
2,657.28 SF

12' U.E.

N

0 50

SCALE: 1 INCH= 50 FEET

LOT 81
BLOCK 2
EASTWOODS SUBDIVISION
PHASE 4
VOL. 18, PG. 48, P.R.W.C.T.

N 00°20'14" E 221.47'

S 00°20'14" W 221.41'

TRACT 'D'
0.9387 ACRES
PAUL H. & ELLEN B. YOUNG
VOL. 2194, PGS. 659-667,
O.P.R.W.C.T.

EXISTING CHAIN LINK FENCE

POINT OF BEGINNING
CONCRETE MONUMENT
N 17077915.23 E
673477.21

20' BUILDING SETBACK

N 89°54'26" W 12.00'

CLARK BLVD.
(120' R.O.W.)

STATE OF TEXAS
COUNTY OF WEBB

BASIS OF BEARINGS: GPS NAD83/NAVD88
TEXAS STATE PLANE SOUTH ZONE 4205 COORDINATES, GRID

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5944 DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

STATE OF TEXAS
REGISTERED
Robert J. Gilpin
5944
PROFESSIONAL LAND SURVEYOR

5-25-11

12' WIDE UTILITY EASEMENT

LAREDO, TEXAS

BOUNDARY SURVEY
0.0610 ACRES

G

GILPIN ENGINEERING COMPANY
181 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Tel. (956) 723-7000
Fax (956) 723-2010

COUNCIL COMMUNICATION

DATE:
8/1/11

SUBJECT: MOTION

Approving the submission of the 2011 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through 37th Action Year Community Development Block Grant (CDBG) funds ($3,290,569), and in CDBG Program Income ($96,066); 2011 HOME Investment Partnerships Program (HOME) funds ($1,218,954), and HOME Program Income ($20,016); 2011 Emergency Shelter Grant (ESG) funds($159,482); and $70,000 through the Housing Rehabilitation Revolving Loan fund, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

37th AY Community Development Block Grant

Community Development Administration	$629,243
Housing Rehabilitation Administration	$240,008
Housing Rehabilitation Loan Program ($96,066 in PI)	$468,183
Code Enforcement	$491,033
Hamilton Hotel - Section 108 Loan Repayment	$100,462
Graffiti Removal Program	$ 39,673
Construction of Sidewalks-District V	$194,000
Construction of Sidewalks-District VII	$100,000
Downtown Façade Restoration Improvements (VIII)	$ 60,000
Anna Street Park Playscape (VII)	$ 94,000
Slaughter Park Swimming Pool (III)	$582,033
La Ladrillera Park Improvements (VIII)	$194,000
Inner City Park Soft Walking Track (IV)	$194,000
Total	**$3,386,635**

Housing Rehabilitation Revolving Loan Program	$29,830
Housing Rehabilitation Revolving Loan Administration	$40,170
Total	**$70,000**

HOME Investment Partnership Grant

HOME Program Administration	$113,832
Downpayment Assistance ($20,016 in PI)	$602,294
Tenant-Based Rental Assistance	$340,000
CHDO set aside	$182,844
Total	**$1,238,970**

Emergency Shelter Grant

ESG Program Administration	$3,300
Homeless Prevention	$33,000
Operations	$83,396
Essential Services	$39,786
Total	**$159,482**

COUNCIL COMMUNICATION

INITIATED BY:	**STAFF SOURCE:**
Ms. Cynthia Collazo Deputy City Manager	Ms. Ronnie Acosta CD Director

PREVIOUS COUNCIL ACTION:

07/05/2011– A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2011 Consolidated One-Year Action Plan.

BACKGROUND:

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive funding through the 37th AY Community Development Block Grant ($3,290,569), the HOME Investment Partnerships Program ($1,218,954), and the Emergency Shelter Grant ($159,482). An additional $96,066 is anticipated to be received through CDBG program income; $70,000 through Housing Rehabilitation Revolving Loan funds; and $20,016 in HOME program income. The award of funds is contingent on the submission and approval of a Consolidated One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds. The Consolidated Plan planning process requires that citizens be provided an opportunity to participate in identifying needs and suggestions for the use of funds.

Accordingly, seven neighborhood meetings and one public hearing were held prior to the preparation of the draft plan. The public hearing was held on May 2, 2011 to give interested citizens an opportunity to make recommendations which were incorporated in the planning document. Comments received included the need for more recreational parks and public facilities, sidewalks in various areas of the City, increased Code Enforcement, drainage & infrastructure improvements, improved streets and traffic calming devices, and neighborhood and park lighting.

Continued on page 3.

FINANCIAL IMPACT:

37th AY Community Development Block Grant	$3,290,569
2011 HOME Investment Partnerships Program	$1,218,954
2011 Emergency Shelter Grant	$159,482
Proposed CDBG Program Income	$96,066
Proposed HOME Program Income	$20,016
Proposed Housing Rehabilitation Loan Fund	$70,000
Total	**$4,855,087**

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N/A	That this motion be approved.

Background continued from page 2.

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

The Consolidated Plan was available for public review and comment for a period of 30 days at the offices of the City Secretary and the Department of Community Development. A copy of the plan was also available at the Main Public Library and on the City of Laredo's website. The comment period began on June 19, 2011 and ended on July 19, 2011. In addition, a second Public Hearing was held on 7/05/2011 to receive comments on the projects proposed to be funded by HUD through entitlement program funds and anticipated program income. There were no comments received either orally or in writing during the comment period or at the second public hearing.

COUNCIL COMMUNICATION

DATE	SUBJECT: MOTION
08-01-11	Authorizing the selection of Madeline Anz Slay Architecture, PLLC. Laredo, Texas to provide professional services for the Laredo Little Theatre Renovation Project and authorizing staff to negotiate a fee for such services. The consulting firm will provide design, engineering and oversee the construction, purchase and installation of project improvements to include expanded parking, storage, theatre seating and stage lighting. Funding is available in the Capital Grants Fund.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Ronnie Acosta, CD Director Jose L. Flores, Airport Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

The City of Laredo received 2 responses to a Request for Qualifications on June 10, 2011 for professional consulting from engineering/design firms to provide design, engineering and project management for all improvements being considered within the theater renovation project. A HUD-EDI grant has provided for funds in the amount of $200,000.00 for requested improvements to include parking facilities, additional storage, stage lighting and theater seating.

The respondents to the RFQ requests were the following:

Madeline Anz Slay Architecture, PLLC. – Laredo, TX
TAG- The Alex Group- Laredo, TX -

After evaluating the proposal packets, team recommended Madeline Anz Slay Architecture. Historically the City of Laredo has worked successfully with Slay in previous projects.

FINANCIAL IMPACT:
Funding is available under Acct. 458-9853-535-4201, EDI-SP Grant Laredo Little Theatre

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends passage of Motion.

COUNCIL COMMUNICATION

DATE: 08/01/2011	SUBJECT: MOTION Consideration to amend the current contract with Inductive Applications, LLC for an increase in the amount of $6,761.00 for a total of $55,977.00, to provide web based subscription and support to EMS services, collections, medical coding and training for the term of December 1, 2010 through November 30, 2011.

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

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

As of November 2010, the City of Laredo Health Department (CLHD) initiated the ambulance billing and reconciliation of old bills, conducted training, bought new software and hired Inductive Applications, LLC to develop a database for billing and to assist with the actual billing, medical coding and collections of both new and old accounts.

Inductive Applications, LLC also hosts software provided to allow for eligibility documentation for third party billing, analysis and reporting with fully integrated clearinghouse services by Emdeon Business Services to facilitate claims submission through one central location to the insurance carriers. Other responsibilities include:

- Explanation of software, its capabilities and limitation
- Corrective steps to access clearinghouse if database is not available
- Billing support and copy of records every quarter
- Training for electronic claims processing and report retrieval
- Describe acceptable controls to safeguard the fidelity, integrity, privacy and HIPAA compliance of the City of Laredo data
- Details what the standard of support is, the timeliness of response and the examples of value service fees

This contract also includes the fees for maintenance and support services and hosting of the software. Inductive Applications, LLC provides standard support services for resolving login issues, basic usage questions and defect/service outage reporting. Any additional integration or configuration on the part of the City of Laredo Health Department (CLHD) is not included in the fee. At the request of the CLHD, Inductive Applications, LLC can facilitate the integration and custom development efforts that are above and beyond the scope of services, subject to mutual written agreement.

FINANCIAL: The account that will be used is 226-2913-543-5564.

RECOMMENDATION:	STAFF: Recommends that Council approve the motion.

STATE OF TEXAS §

COUNTY OF WEBB §

AGREEMENT
BETWEEN
THE CITY OF LAREDO
AND
INDUCTIVE APPLICATIONS, LLC

This agreement is made by and between the City of Laredo ("DEPARTMENT") and Inductive Applications, LLC ("CONTRACTOR").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1. DEPARTMENT: Refers to the City of Laredo by and through its Health Department and has its principal place of business at 2600 Cedar Avenue, Laredo, Texas.

2. CONTRACTOR: Refers to Inductive Applications, LLC. CONTRACTOR who desires to render services for the City of Laredo Health Department on the terms and conditions provided in this agreement.

II. SCOPE OF SERVICES

SCOPE OF SERVICES

City of Laredo Health Department:

(a) DEPARTMENT may use the Software licensed to the contractor (Advance Claim Billing Software and Service) solely in connection with the claims submission, claims management and billing of City of Laredo EMS billing and collections.

(b) DEPARTMENT may use the following Software pursuant the terms of this agreement to develop and integrate EMS patient information for billing, coding and claim collections.

(c) The CONTRACTOR has ownership of the software but all billing, claims and documentation data is the sole property of the DEPARTMENT.

CONTRACTOR:

(d) CONTRACTOR shall provide a Web Based Subscription for EMS services, collections, medical coding and training support.

(e) The software provided herein shall be hosted by Inductive Application Database, to allow for eligibility documentation for 3rd party billing, analysis and reporting with fully integrated clearinghouse services by Emdeon Business Services to facilitate claims submission thru one central location to the insurance carriers.

(f) Provide description of the following features, functions and assurances of the software:

i. Explanation of software, its capabilities and limitation.

ii. Corrective steps to access clearinghouse if your database is not accessible.

iii. Billing support and copy of records every quarter.

iv. Training for electronic claims processing and report retrieval.

v. describe acceptable controls to safeguard the fidelity, integrity, privacy and HIPPA compliance of the city of Laredo data.

vi. details of what the standard of support is, the timeliness of response and examples of value service fees.

III. MAINTENANCE AND SUPPORT SERVICES

The monthly fees include fees for Maintenance and Support Services and hosting of the Software. In addition, CONTRACTOR shall provide standard support service for resolving login issues, basic usage questions and defect/service outage reporting caused by Inductive Applications. CONTRACTOR's customer support service will reasonably assist DEPARTMENT should it encounter problems with the Software or have reasonable questions about its usage. DEPARTMENT acknowledges that standard support is to facilitate normal operational usage of the Software and not value-added services that will require a trained professional to accomplish. Any additional integration or DEPARTMENT -side configuration is not included in the fee. At the request of DEPARTMENT, CONTRACTOR can facilitate integration and custom development efforts that are above and beyond the scope of the services described in this Section, subject to mutual written agreement.

IV. TERM

This agreement will commence on December 1, 2010 and will continue until November 30, 2011 (hereinafter referred to as "Term").

V. COMPENSATION

DEPARTMENT will pay CONTRACTOR no more than Forty-Nine Thousand Two Hundred Sixteen Dollars ($49,216.00) which said sum represents Two Thousand Nine Hundred Ninety-Eight dollars ($2,998.00) monthly, One Thousand Five Hundred Dollars ($1,500.00) per day for two (2) days of training in Laredo, Texas and billing data at sixty-four cents ($0.64) for billing sheets.

VI. FAILURE OF APPROPRIATIONS

CITY believes that funding is sufficient to pay all monies due during the Term of this Memorandum of Understanding and hereby covenants that it will use its best efforts to pay such monies. It is CITY's intent to pay monies due for the full Term if funds are legally available therefor. If no funds or insufficient funds are appropriated and budgeted in any fiscal period for monies due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall terminate, on the last day of the fiscal period for which appropriations were received, without penalty or expense to CITY of any kind whatsoever, except as to the portions of monies herein agreed upon for which funds shall have been appropriated and budgeted.

VII. EARLY TERMINATION AND EVENT OF DEFAULT

1. This Memorandum of Understanding may be terminated prior to the Termination Date specified in Article III by:

(a) Mutual consent of all parties to this Memorandum of Understanding; or

(b) CITY for an Event of Default (defined in Article VII. 2.) by CONTRACTOR; or

(c) CITY if funds allocated should become reduced, depleted, or unavailable during the Memorandum of Understanding period and the CITY is unable to obtain additional funds for such purposes; or

(d) Either party upon not less than thirty (30) days written notice from the terminating party to the non-terminating party.

2. Event of Default. The following events shall, unless expressly waived in writing by CITY or fully cured by CONTRACTOR pursuant to the provisions herein, constitute an event of default (each, an "Event of Default"):

(a) CONTRACTOR's failure to fully comply, in any material respect, with any provision, term, condition, covenant, representation, certification, or warranty contained in this Contract or any other document incorporated herein by reference;

(b) CONTRACTOR's failure to comply with any applicable federal or state law, administrative rule, regulation or policy with regard to its obligations under this agreement;

(c) CONTRACTOR's material misrepresentation or false covenant, representation, certification, or warranty made by CONTRACTOR herein, or in any other document furnished by CONTRACTOR pursuant to this Contract that was misleading at the time that it was made; or

3. If CITY intends to terminate for an Event of Default under Article VII. 1 (b) by CONTRACTOR, as described in Article VII 2 "Event of Default", CITY shall provide written notice to CONTRACTOR pursuant to Article XI. "Notices" and shall include a reasonable description of the Event of Default.

4. Upon receiving notice from CITY, CONTRACTOR shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, CITY may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as CONTRACTOR is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to the Contract. If CONTRACTOR is unable or fails to timely cure an Event of Default, unless expressly waived in writing by CITY, this Memorandum shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by CITY required. In addition, and notwithstanding the foregoing, CITY and CONTRACTOR agree that certain events that cannot be cured shall, unless expressly waived in writing by CITY, constitute a final Event of Default under this Memorandum and this Memorandum shall terminate immediately upon CITY giving CONTRACTOR written "Notice of Event of Default and FINAL TERMINATION."

5. In the event that CITY terminates this Memorandum because allocated funds become reduced, depleted, or unavailable during the Contract period, CITY shall immediately provide written notification to the RECIPIENT of such fact pursuant to Article XI. "Notices." This Memorandum is terminated upon CONTRACTOR's receipt of that notification.

6. Obligations/Liabilities Affected by Early Termination. CONTRACTOR shall not incur new obligations after the receipt of notice as provided by Article XI. "Notices", unless expressly permitted by CITY in writing, and shall cancel as many outstanding obligations as possible. The CITY shall not owe any fee, penalty or other amount for exercising its right to terminate the Contract in accordance with Article VII. 1. (a)(b) or (c). In no event shall CITY be liable for any services performed, or costs or expenses incurred, after the Termination Date of the Contract or

after the date upon which allocated funds become reduced, depleted or unavailable. Early termination by either party shall not nullify obligations already incurred or the performance or failure to perform obligations prior to the Termination Date.

7. Interim Remedies. Upon receipt by CONTRACTOR of a notice of Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of CITY or this Memorandum is terminated, CITY may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein): (a) CITY may refrain from disbursing any amount of the funds not previously disbursed; provided, however, CITY may make such a disbursement after the occurrence of an Event of Default Without thereby waiving its rights and remedies hereunder; (b) CITY may enforce any additional remedies it has in law or equity. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that CITY would otherwise possess.

VIII. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the CONTRACTOR to DEPARTMENT is that of an independent contractor and not an employee of CITY. In this regard, CITY shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of the medical profession.

IX. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

John Dadey
Inductive Application, LLC
3005 South Lamar Ave.
Ste. D109-136
Austin, TX 78704

Hector F. Gonzalez, M.D., M.P.H.
Director
City of Laredo Health Department
2600 Cedar Avenue
Laredo, TX 78040

X. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding unless in writing signed by both parties.

XI. ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable without prior written consent of CITY.

XII. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. GOVERNING LAW

This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are enforced in Webb County, Texas.

XIV. INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

XV. SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

XVI. AMENDMENT

No changes to this Agreement shall be made except upon written agreement of both parties.

XVII. HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

XVIII. WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

XIX. COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

XX. TERMINOLOGY AND DEFINITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

XXI. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

XXII. LEGAL COMPLIANCE

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement.

XXIII. IMMUNITY

City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

XXIV. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of DEPARTMENT.

SIGNED, accepted, and agreed to this 12 day of December, 2010, by the undersigned parties and effective as of December 1, 2010.

CITY OF LAREDO

Carlos Villarreal
City Manager

INDUCTIVE APPLICATIONS, LLC

John Dadey

RECOMMENDED

Hector F. Gonzalez, M.D., M.P.H. Date
Health Director

APPROVED AS TO FORM:
Raul Casso
City Attorney

By: _____
Nathan R. Bratton
Assistant City Attorney

CITY OF LAREDO, TEXAS

ATTESTED:

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/1/2011	Approval of the 2011 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2011; and acceptance of the tax rate of $.637000/$100 used in calculating property tax revenues for the 2011-2012 Proposed Budget. (This will be the eighth year that the City adopts the same tax rate. Imposition of a tax rate which exceeds the effective rate of $0.645170 or rollback rate of $0.685060 will require additional public hearings and publications.)

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr. Assistant City Manager	Elizabeth Martinez, RTA, Tax Assessor-Collector

PREVIOUS COUNCIL ACTION:
Every year City Council approves the appraisal roll from Webb County Appraisal District for the development of the City's tax roll, accepts Effective and Rollback Tax Rate calculations, and sets the public hearing dates as required by the Texas Property Tax Code.

BACKGROUND:
Each year the Webb County Appraisal District certifies an appraisal roll to be used as a base for our tax levy. Based on the Certified 2011 Appraisal Roll, as provided by the Webb County Appraisal District on July 25, 2011, we reflect the following:

	Certified Appraisal Roll	Under ARB Review	Certified Grand Total
Total Market Value	$ 12,416,537,928	$ 76,667,122	$ 12,493,205,050
Total Assessed	$ 12,249,345,658	$ 34,366,431	$ 12,283,712,089
Total Taxable Value	$ 10,550,816,309	$ 33,930,481	$ 10,584,746,790
Number of Accounts	82,276	217	82,493

Of the above totals, annexed property and new improvements are as follows:

	Market Value	Taxable Value
Properties annexed after January 1, 2010	$ 8,610,160	$ 3,622,650
New Improvements and New Personal Property	$ 154,274,672	$ 147,548,537

Rates in accordance with Truth-in-Taxation guidelines are noted below:

2011 Effective Tax Rate	$ 0.645170
2011 Rollback Rate	$ 0.685060

Copies of the certified appraisal roll and effective and rollback calculations are attached.

FINANCIAL IMPACT:
Tax Levy will generate Fiscal Year 2011-2012 revenue for General Fund Maintenance and Operations and Tax Supported Debt.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of the 2011 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2011; and acceptance of the tax rate of $.637000/$100 used in calculating property tax revenues for the 2011-2012 Proposed Budget.

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

CERTIFICATION OF YEAR 2011 APPRAISAL ROLL FOR CITY OF LAREDO

"I, MARTIN VILLARREAL, CHIEF APPRAISER FOR WEBB COUNTY APPRAISAL DISTRICT, SOLEMNLY SWEAR THAT THE ATTACHED IS THAT PORTION OF THE APPROVED APPRAISAL ROLL OF THE WEBB COUNTY APPRAISAL DISTRICT WHICH LISTS PROPERTY TAXABLE BY

CITY OF LAREDO

AND CONSTITUTES THE APPRAISAL ROLL FOR WEBB COUNTY APPRAISAL DISTRICT PER, PTC, SECTION 26.01."

YEAR 2011 APPRAISAL ROLL INFORMATION:

TOTAL APPRAISED VALUE	**$ 12,252,196,611**
TOTAL ASSESSED VALUE	**$ 12,249,345,658**
TOTAL NET TAXABLE VALUE	**$ 10,550,816,309**
NUMBER OF ACCOUNTS	**82,276**

MARTIN VILLARREAL
CHIEF APPRAISER

JULY 25, 2011
DATE

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

CERTIFICATE OF VALUATIONS UNDER PROTEST

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY UNDER PROTEST, PENDING BEFORE THE APPRAISAL REVIEW BOARD AND NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN FOR:

CITY OF LAREDO

FOR THE YEAR 2011, AFTER BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

TOTAL NET TAXABLE VALUE UNDER PROTEST AND NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL $ 33,930,481

SIGNED THIS 25th DAY OF JULY, 2011.

MARTIN VILLARREAL
CHIEF APPRAISER

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

CERTIFICATE
OF
CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON
THE APPRAISAL ROLL

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY, PURSUANT TO H.B. 2226, REASONABLY LIKELY TO BE ADDED TO THE APPRAISAL ROLL AND TAXABLE BY THE TAXING UNIT BUT THAT WAS NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN:

CITY OF LAREDO

FOR THE YEAR 2011, BEFORE BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

TOTAL NET TAXABLE VALUE OF CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL **$ 0**

SIGNED THIS 25th DAY OF JULY, 2011.

MARTIN VILLARREAL
CHIEF APPRAISER

WEBB County

2011 CERTIFIED TOTALS

As of Certification

C1 - CITY OF LAREDO

Property Count: 82,276

ARB Approved Totals

7/21/2011 9:26:55AM

Land	Value			
Homesite:	1,056,230,173			
Non Homesite:	2,478,242,440			
Ag Market:	165,117,956			
Timber Market:	0	Total Land	(+)	3,699,590,569

Improvement	Value			
Homesite:	3,012,428,216			
Non Homesite:	4,292,859,927	Total Improvements	(+)	7,305,288,143

Non Real	Count	Value			
Personal Property:	8,116	1,400,725,258			
Mineral Property:	453	10,933,958			
Autos:	0	0	Total Non Real	(+)	1,411,659,216
			Market Value	=	12,416,537,928

Ag	Non Exempt	Exempt			
Total Productivity Market:	165,117,956	0			
Ag Use:	776,639	0	Productivity Loss	(-)	164,341,317
Timber Use:	0	0	Appraised Value	=	12,252,196,611
Productivity Loss:	164,341,317	0			
			Homestead Cap	(-)	2,850,953
			Assessed Value	=	12,249,345,658

Exemption	Count	Local	State	Total			
AB	1	93,627,120	0	93,627,120			
DP	1,075	0	0	0			
DV1	219	0	1,583,165	1,583,165			
DV1S	30	0	147,500	147,500			
DV2	132	0	1,171,500	1,171,500			
DV2S	5	0	37,500	37,500			
DV3	136	0	1,314,960	1,314,960			
DV3S	8	0	80,000	80,000			
DV4	226	0	1,410,030	1,410,030			
DV4S	42	0	504,000	504,000			
DVHS	179	0	21,243,343	21,243,343			
EX	2,594	0	1,129,086,580	1,129,086,580			
EX(Prorated)	33	0	2,426,941	2,426,941			
EX366	296	0	79,960	79,960			
FR	117	201,774,896	0	201,774,896			
GIT	1	12,370	0	12,370			
OV65	7,403	209,758,508	0	209,758,508			
OV65S	723	21,167,446	0	21,167,446			
PC	5	13,103,530	0	13,103,530	Total Exemptions	(-)	1,698,529,349
					Net Taxable	=	10,550,816,309

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	79,698,915	77,453,900	443,449.70	463,691.89	980			
OV65	751,850,413	520,627,847	2,831,572.25	2,916,718.90	7,689			
Total	831,549,328	598,081,747	3,275,021.95	3,380,410.79	8,669	Freeze Taxable	(-)	598,081,747
Tax Rate	0.637000							
						Freeze Adjusted Taxable	=	9,952,734,562

Land	Value			
Homesite:	1,132,880			
Non Homesite:	12,959,559			
Ag Market:	42,482,793			
Timber Market:	0	Total Land	(+)	56,575,232

Improvement	Value			
Homesite:	3,818,930			
Non Homesite:	8,387,450	Total Improvements	(+)	12,206,380

Non Real	Count	Value			
Personal Property:	28	7,885,510			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	7,885,510
			Market Value	=	76,667,122

Ag	Non Exempt	Exempt			
Total Productivity Market:	42,482,793	0			
Ag Use:	182,102	0	Productivity Loss	(-)	42,300,691
Timber Use:	0	0	Appraised Value	=	34,366,431
Productivity Loss:	42,300,691	0			
			Homestead Cap	(-)	0
			Assessed Value	=	34,366,431

Exemption	Count	Local	State	Total			
DP	1	0	0	0			
FR	3	300,950	0	300,950			
OV65	5	135,000	0	135,000	Total Exemptions	(-)	435,950
					Net Taxable	=	33,930,481

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
OV65	472,200	397,200	2,355.39	2,390.87	3			
Total	472,200	397,200	2,355.39	2,390.87	3	Freeze Taxable	(-)	397,200
Tax Rate	0.637000							
						Freeze Adjusted Taxable	=	33,533,281

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
215,962.39 = 33,533,281 * (0.637000 / 100) + 2,355.39

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Land	Value			
Homesite:	1,057,363,053			
Non Homesite:	2,491,201,999			
Ag Market:	207,600,749			
Timber Market:	0	Total Land	(+)	3,756,165,801

Improvement	Value			
Homesite:	3,016,247,146			
Non Homesite:	4,301,247,377	Total Improvements	(+)	7,317,494,523

Non Real	Count	Value			
Personal Property:	8,144	1,408,610,768			
Mineral Property:	453	10,933,958			
Autos:	0	0	Total Non Real	(+)	1,419,544,726
			Market Value	=	12,493,205,050

Ag	Non Exempt	Exempt			
Total Productivity Market:	207,600,749	0			
Ag Use:	958,741	0	Productivity Loss	(-)	206,642,008
Timber Use:	0	0	Appraised Value	=	12,286,563,042
Productivity Loss:	206,642,008	0			
			Homestead Cap	(-)	2,850,953
			Assessed Value	=	12,283,712,089

Exemption	Count	Local	State	Total			
AB	1	93,627,120	0	93,627,120			
DP	1,076	0	0	0			
DV1	219	0	1,583,165	1,583,165			
DV1S	30	0	147,500	147,500			
DV2	132	0	1,171,500	1,171,500			
DV2S	5	0	37,500	37,500			
DV3	136	0	1,314,960	1,314,960			
DV3S	8	0	80,000	80,000			
DV4	226	0	1,410,030	1,410,030			
DV4S	42	0	504,000	504,000			
DVHS	179	0	21,243,343	21,243,343			
EX	2,594	0	1,129,086,580	1,129,086,580			
EX(Prorated)	33	0	2,426,941	2,426,941			
EX366	296	0	79,960	79,960			
FR	120	202,075,846	0	202,075,846			
GIT	1	12,370	0	12,370			
OV65	7,408	209,893,508	0	209,893,508			
OV65S	723	21,167,446	0	21,167,446			
PC	5	13,103,530	0	13,103,530	Total Exemptions	(-)	1,698,965,299
					Net Taxable	=	10,584,746,790

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	79,698,915	77,453,900	443,449.70	463,691.89	980			
OV65	752,322,613	521,025,047	2,833,927.64	2,919,109.77	7,692			
Total	832,021,528	598,478,947	3,277,377.34	3,382,801.66	8,672	Freeze Taxable	(-)	598,478,947
Tax Rate	0.637000							
						Freeze Adjusted Taxable	=	9,986,267,843

WEBB COUNTY APPRAISAL DISTRICT
2011 CERTIFIED VALUES
July 25, 2011

	# ACCTS	MARKET VALUE	PARTIAL EXEMPTIONS	AGRICULTURE VALUE LOSS	TOTAL EXEMPT	FREEPORT	ABATEMENTS /HISTORICAL	POLLUTION CONTROL	CAP LOSS	GOODS IN TRANSIT	TAXABLE VALUE
WEBB COUNTY	170,494	17,566,385,260	428,603,141	1,292,574,872	1,226,604,122	203,468,686	208,949,094	13,441,140	4,844,087	-	14,187,900,118
WEBB COUNTY RD & BDG	170,494	17,566,385,260	396,767,654	1,292,574,872	1,226,586,508	203,469,186	93,627,120	13,441,140	4,844,087	-	14,335,074,693
LAREDO I. S. D.	28,211	3,036,824,464	294,349,075	253,180	532,370,513	-	-	-	1,417,528	-	2,208,434,168
WEBB CONS. I. S. D.	28,893	1,608,612,460	6,217,748	285,507,463	19,327,448	-	-	78,990	232,172	-	1,297,248,639
UNITED I. S. D.	113,498	12,920,932,702	926,166,355	1,006,814,229	674,750,271	-	-	13,362,150	3,194,387	-	10,296,645,310
LAREDO COMM. COLLEGE	82,276	12,416,537,928	287,951,194	164,341,317	1,131,593,481	201,774,893	-	13,103,530	2,850,953	-	10,614,922,560
CITY OF LAREDO	82,276	12,416,537,928	258,417,952	164,341,317	1,131,593,481	201,774,896	93,627,120	13,103,530	2,850,953	12,370	10,550,816,309
CITY OF RIO BRAVO	1,780	75,180,841	4,158,030	-	6,948,059	-	-	-	620,910	-	63,453,842
CITY OF EL CENIZO	1,080	38,623,721	2,460,056	-	4,233,800	-	-	-	276,615	-	31,653,250
WEBB COUNTY DRGE DIST	3,412	377,099,895	3,001,500	42,345,571	6,637,977	-	304,163	-	5,393	-	324,805,291

2011 Effective Tax Rate Worksheet
City of Laredo

Date: 07/25/2011

See Chapter 2 of the Texas Comptroller's 2011 Manual for Taxing Units Other than Schools for an explanation of the effective tax rate.

1. 2010 total taxable value. Enter the amount of 2010 taxable value on the 2010 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	$10,524,524,626
2. 2010 tax ceilings. Counties, cities and junior college districts. Enter 2010 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2010 or a prior year for homeowners age 65 or older or disabled, use this step.	$575,786,304
3. Preliminary 2010 adjusted taxable value. Subtract Line 2 from Line 1.	$9,948,738,322
4. 2010 total adopted tax rate.	$0.637000/$100
5. 2010 taxable value lost because court appeals of ARB decisions reduced 2010 appraised value.	
A. **Original 2010 ARB Values.**	$30,834,616
B. **2010 values resulting from final court decisions.**	$28,250,000
C. **2010 value loss.** Subtract B from A.	$2,584,616
6. 2010 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	$9,951,322,938
7. 2010 taxable value of property in territory the unit deannexed after Jan. 1, 2010. Enter the 2010 value of property in deannexed territory.	$0
8. 2010 taxable value lost because property first qualified for an exemption in 2011. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or "goods-in-transit" exemptions.	
A. **Absolute exemptions.** Use 2010 market value:	$3,836,850
B. **Partial exemptions.** 2011 exemption amount or 2011 percentage exemption times 2010 value:	$7,161,494
C. **Value loss.** Add A and B.	$10,998,344
9. 2010 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2011. Use only properties that qualified for the first time in 2011; do not use properties that qualified in 2010.	
A. **2010 market value:**	$4,460,620
B. **2011 productivity or special appraised value:**	$23,390
C. **Value loss.** Subtract B from A.	$4,437,230

10. Total adjustments for lost value. Add lines 7, 8C and 9C.	$15,435,574
11. 2010 adjusted taxable value. Subtract Line 10 from Line 6.	$9,935,887,364
12. Adjusted 2010 taxes. Multiply Line 4 by line 11 and divide by $100.	$63,291,602
13. Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2010. Enter the amount of taxes refunded during the last budget year for taxes preceding tax year 2010. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2010. This line applies only to tax years preceding tax year 2010.	$103,058
14. Taxes in tax increment financing (TIF) for tax year 2010. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2011 captured appraised value in Line 16D, enter 0.	$0
15. Adjusted 2010 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.	$63,394,660
16. Total 2011 taxable value on the 2011 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.	
A. **Certified values**	$10,550,816,309
B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	$0
C. **Pollution control exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this Line based on attorney's advice):	$0
D. Tax increment financing: Deduct the 2011 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2011 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.	$0
E. **Total 2011 value.** Add A and B, then subtract C and D.	$10,550,816,309
17. Total value of properties under protest or not included on certified appraisal roll.	
A. **2011 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.	$24,859,582
B. **2011 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.	$0
C. **Total value under protest or not certified:** Add A and B.	$24,859,582
18. 2011 tax ceilings. Enter 2011 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2010 or a prior year for homeowners	$598,478,947

age 65 or older or disabled, use this step.	
19. 2011 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	$9,977,196,944
20. Total 2011 taxable value of properties in territory annexed after Jan. 1, 2010. Include both real and personal property. Enter the 2011 value of property in territory annexed.	$3,622,650
21. Total 2011 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2010. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after Jan. 1, 2009, and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2011.	$147,548,537
22. Total adjustments to the 2011 taxable value. Add Lines 20 and 21.	$151,171,187
23. 2011 adjusted taxable value. Subtract Line 22 from Line 19.	$9,826,025,757
24. 2011 effective tax rate. Divide Line 15 by Line 23 and multiply by $100.	$0.645170/$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2011 county effective tax rate.	

A county, city or hospital district that adopted the additional sales tax in November 2010 or in May 2011 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet (Appendix 4) on page 35 of the Texas Comptroller's 2011 Truth-in-Taxation Manual sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

2011 Additional Rollback Tax Rate Worksheet
City of Laredo

Date: 07/25/2011

See Chapter 3 of the Texas Comptroller's 2011 Manual for Taxing Units Other than School Districts for an explanation of the rollback tax rate.

26. 2010 maintenance and operations (M&O) tax rate.	$0.512304/$100
27. 2010 adjusted taxable value. Enter the amount from Line 11.	$9,935,887,364
28. 2010 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by $100.	$50,901,948
B. **Cities, counties and hospital districts with additional sales tax:** Amount of additional sales tax collected and spent on M&O expenses in 2010. Enter amount from full year's sales tax revenue spent for M&O in 2010 fiscal year, if any. Other units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	$0
C. **Counties:** Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units enter "0."	$0
D. **Transferring function:** If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units enter 0.	$0
Enter a negative value if discontinuing a function, or enter a positive value if receiving the function.	
E. **Taxes refunded for years preceding tax year 2010:** Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2010. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2010. This line applies only to tax years preceding tax year 2010.	$82,943
F. **Enhanced indigent health care expenditures:** Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	$0
G. **Taxes in TIF:** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2011 captured appraised value in Line 16D, enter 0.	$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	$50,984,891
29. 2011 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	$9,826,025,757

30. 2011 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by $100.	$0.518876/$100
31. 2011 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	$0.560386/$100
32. Total 2011 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses	
A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or additional sales tax revenue). Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	$12,439,045
B. Subtract **unencumbered fund amount** used to reduce total debt.	$0
C. **Adjusted debt.** Subtract B from A.	$12,439,045
33. Certified 2010 excess debt collections. Enter the amount certified by the collector.	$0
34. Adjusted 2011 debt. Subtract Line 33 from Line 32C.	$12,439,045
35. Certified 2011 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2011 debt adjusted for collections. Divide Line 34 by Line 35	$12,439,045
37. 2011 total taxable value. Enter the amount on Line 19.	$9,977,196,944
38. 2011 debt tax rate. Divide Line 36 by Line 37 and multiply by $100.	$0.124674/$100
39. 2011 rollback tax rate. Add Lines 31 and 38.	$0.685060/$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2011 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

COUNCIL COMMUNICATION

DATE: 8/01/11	SUBJECT: MOTION Refund of property tax in the amount of $685.68 payable to Swift Transportation Co. of Arizona LLC due to an overpayment. Account # 977-00015-010.

INITIATED BY:	STAFF SOURCE:
HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER	ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR

PREVIOUS COUNCIL ACTION:

City Council has previously approved requests for refunds over $500.00 as required by State Law.

BACKGROUND:

Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1st of the year, exempt property and combined properties. As per section 26.15 (f) of the Texas Property Tax Code, "If a correction decreases the tax liability of a property owner after the owner has paid the tax, the taxing unit shall refund to the property owner the difference between the tax paid and the tax legally due. As per Section 31.11 (c) of the Texas Property Tax Code, "An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund." A taxpayer may request a refund if an overpayment or an erroneous payment was made. As per Section 42.43 (a) of the Texas Property Tax Code, "If the final determination of an appeal that decreases a property owner's tax liability occurs after the property owner has paid his/her taxes, the taxing unit shall refund to the property owner the difference between the amount of taxes paid and amount of taxes for which the property owner is liable.

FINANCIAL IMPACT:

The City of Laredo will refund an amount of $685.68. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of these refunds as detailed above.

Tax Assessor - Collector
P.O. BOX 6548 1110 Houston St.
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	Swift Transportation Co. of Arizona LLC
Present mailing address:	2200 South 75th Ave.
City, town or post office/state/zip code:	Phoenix, AZ 85043
Refund payable to:(if different from above)	
Name:	**Swift Transportation Co. of Arizona LLC**
Mailing address:	**2200 South 75th Ave.**
City, town or post office/state/zip code:	**Phoenix, AZ 85043**

Property legal description:	Unitec Industrial Center, Blk 15, Lot 1, Phase 7
Address or location of property:	1101 Carriers Drive
Parcel number:	977-00015-010 / Tax ID 588834

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2010	5/31/11	21,312.79	685.68
		Total Refund	685.68

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit due to an overpayment. Payment was made by Swift Transportation Co.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Signature _____ Date 7-5-11

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: _____ Date 6/20/11

This tax refund is _____ Approved _____ Disapproved

Elizabeth Martinez, RTA
Tax Assessor-Collector

Date 7/19/11

MILLER & VAN EATON
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OF COUNSEL:
JAMES R. HOBSON
GERARD L. LEDERER
WILLIAM R. MALONE

June 9, 2011

VIA E-MAIL
Mr. Herbeto Ramirez, Director
Information Services & Telecommunications
Financial and Information Systems
City of Laredo
1110 Houston Street
Laredo, TX 78042-0579

Re: **Assignment of Legal Services Agreement to Best Best & Krieger LLP**

Dear Mr. Ramirez:

We are pleased to announce that the lawyers of Miller & Van Eaton will be employed at the law firm of Best Best & Krieger LLP effective July 1, 2011. After July 1, 2011 Miller & Van Eaton ("MVE") will be winding down its operations. It has been our privilege at Miller & Van Eaton to represent you and provide legal services to the City of Laredo, TX. We will be able to continue to provide you quality legal services after we join Best Best & Krieger.

Best Best & Krieger is a firm with a more than 120 year history of providing quality legal services to public entities and private clients. We look forward to being part of that tradition and continuing our relationship with you.

In order to assure a continuity of service, we request that you consent to the assignment of your existing MVE legal services agreement to Best Best & Krieger on the same terms and conditions as MVE currently represents you. Please signify your consent by signing this letter in the space provided below and returning a copy to me in the enclosed envelope. I emphasize that the same attorneys will be providing the same services at the same rates after our move with the added capabilities and resources of Best Best & Krieger available to you. If you wish, Best Best & Krieger will be happy to execute a new legal services contract with you on the same terms and

conditions. You are of course free to seek other representation for your legal services, but we hope that you will want to continue to work with us after we join Best Best & Krieger.

By signing this letter consenting to the assignment to Best Best & Krieger, you will also be directing MVE to transfer your client files to Best Best & Krieger

Please contact either of us, or the Miller & Van Eaton attorneys with whom you have been working at (202) 785-0600 if you have any questions or if you would like to discuss this further.

Very truly yours,

Nicholas P. Miller

Joseph Van Eaton

Cc: Mimi Jacaman

City of Laredo, TX hereby consents to assignment of its Agreement for Legal Services with Miller & Van Eaton to Best Best & Krieger LLP, on the same terms and conditions, effective July 1, 2011.

By:_____

Print Name: _____

Title:_____

COUNCIL COMMUNICATION

DATE:	SUBJECT: **Resolution #** 2011-R-070
08/01/11	Authorizing the City Manager to submit a grant application in the amount of $119,881.00 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2011 JAG or Justice Assistance Grant for the period of October 01, 2011 through September 30, 2015. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Carlos Maldonado Chief of Police

PREVIOUS COUNCIL ACTION: N/A

ACTION PROPOSED:
That City Council approves this Resolution

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that will simplify the administration process for grantees.

FINANCIAL: ***Fund #229***

2011 JAG Grant: ***$119,881***
**No local match*

RECOMMENDATION:	STAFF:
	Recommends that Council approve this resolution.

RESOLUTION 2011-R-070

Authorizing the City Manager to submit a grant application in the amount of $119,881.00 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2011 JAG or Justice Assistance Grant for the period of October 01, 2011 through September 30, 2015. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

Whereas, the Office of Justice Programs, Justice Assistance Grant Program, mandates that this grant be divided equally between the City of Laredo and Webb County; and

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

Whereas, this grant will pay to support staff, equipment and supplies for police operations; and

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

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

Section 1: It authorizes the City Manager to apply for a grant in the amount of $119,881.00 awarded by the Office of Justice Programs, Bureau of Justice Assistance. The grant is 100% funded and will not require a cash match. This funding will be used for support staff, equipment and supplies for police operations for the period of October 1, 2011 through September 30, 2015. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

Section 2: It authorizes the City Manager to execute all necessary forms and 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 _____, 2011.

_____
RAUL SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acevedo
_____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION 2011-R-072
08/01/2011	Authorizing the City Manager to enter into contract with The University of Texas Health Science Center at San Antonio Dental School in the amount of $125,000.00 to continue to support dental care, personnel and operations to provide dental care for indigent patients and enhance Title V dental services by the City of Laredo Health Department for the term from September 1, 2011 through August 31, 2012.

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

PREVIOUS COUNCIL ACTION: On September 20, 2010, Council approved Resolution No. 2010-R-084

BACKGROUND:

The City of Laredo Health Department (CLHD) operates a public health (disease control, prevention and preparedness services), primary preventive health care and dental care clinic located at 2600 Cedar Avenue and eleven (11) other sites in Webb and surrounding counties. To enhance dental and primary preventive care, in particular to the underserved and underinsured, the CLHD entered into a partnership with the University of Texas Health Science Center at San Antonio (UTHSCSA) to use the dental clinic for the purpose of providing advanced clinical training for general dentistry and pediatric dentistry residents.

These funds of $125,000.00 through a Memorandum of Understanding Year V will be used to continue contract services for ongoing dental, dental hygiene, and oral health services as well as dental clinic operations. The City of Laredo Health Department will continue to coordinate clinical operations in the designated clinic and in partnership with the UTHSCSA Dental School to enhance comprehensive dental care and training services primarily to underserved families at the CLHD/Dental Clinic.

BUDGET ON NEXT PAGE

FINANCIAL IMPACT:
The City of Laredo will receive funds in the amount of $125,000.00, for the dental and primary care clinic and for support services from the HHSC/UTHSCSA Dental School. The revenue account for the UTHSC-SA Dental Clinic 226-0000-326-2006 is hereby decreased by $175,000.00. The expense account is 226-6402 with Project Number HEUT04 is hereby decreased by $175,000.00. The revenue account 222-0000-372-1000 is hereby increased by $175,000.00 and expenditure division 226-6801-544-9900 is hereby increased by $175,000.00. The total budget remains the same.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends that Council approve the ordinance.

UTHSCSA – MOU YR V
Acct No. 226-6402

BUDGET

CATEGORIES		APPROVED BUD.
REVENUES		
UTHSCSA REVENUE	$	125,000
PROGRAM INCOME		
TOTAL REVENUES	$	125,000
EXPENSES		
PERSONNEL	$	44,242
FRINGE BENEFITS		24,960
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		54,447
OTHER		1,351
SUB-TOTAL	$	125,000
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	$	125,000

RESOLUTION 2011-R-072

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO DENTAL SCHOOL IN THE AMOUNT OF $125,000.00 TO CONTINUE TO SUPPORT DENTAL CARE, PERSONNEL AND OPERATIONS TO PROVIDE DENTAL CARE FOR INDIGENT PATIENTS AND ENHANCE TITLE V DENTAL SERVICES BY THE CITY OF LAREDO HEALTH DEPARTMENT FOR THE TERM FROM SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2012.

WHEREAS, The City of Laredo Health Department (CLHD) operates a public health (disease control, prevention and preparedness services), primary preventive health care and dental care clinic located at 2600 Cedar Avenue and eleven (11) other sites in Webb and surrounding counties; and

WHEREAS, to enhance dental and primary preventive care, in particular to the underserved and underinsured, the CLHD entered into a partnership with the University of Texas Health Science Center at San Antonio (UTHSCSA) to use the dental clinic for the purpose of providing advanced clinical training for general dentistry and pediatric dentistry residents; and

WHEREAS, these funds of $125,000.00 through a Memorandum of Understanding Year V will be used to continue contract services for ongoing dental, dental hygiene, and oral health services as well as dental clinic operations; and

WHEREAS, The City of Laredo Health Department will continue to coordinate clinical operations in the designated clinic and in partnership with the UTHSCSA Dental School to enhance comprehensive dental care and training services primarily to underserved families at the CLHD/Dental Clinic.

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

Section 1: The City Manager is hereby authorized to enter into and sign a contract with The University of Texas Health and Science Center at San Antonio Dental School in the amount of $125,000.00 to continue to support dental care, personnel and operations by the City of Laredo Health Department for the term from September 1, 2011 through August 31, 2012.

Section 2: The revenue account for the UTHSC-SA Dental Clinic 226-0000-326-2006 is hereby decreased by $175,000.00.

Section 3: The expense account is 226-6402 with Project Number HEUT04 is hereby decreased by $175,000.00.

Section 4: The revenue account 222-0000-372-1000 is hereby increased by $175,000.00 and expenditure division 226-6801-544-9900 is hereby increased by $175,000.00. The total budget remains the same.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2011.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

By: _____
Raul Casso
City Attorney

MEMORANDUM OF UNDERSTANDING YEAR V

This continuation MOU is made and entered into by and between the CITY OF LAREDO (hereinafter referred to as **"CITY"**), a Texas municipal corporation, acting on behalf of the City of Laredo Health Department (hereinafter referred to as "CLHD") and the University of Texas Health Science Center at San Antonio Dental School (hereinafter referred to as "UNIVERSITY"). CITY and UNIVERSITY shall collectively be referred to as "the Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, for the period of September 1, 2011 - August 31, 2012.

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows, contingent upon funding:

The CLHD operates a public, primary preventive health facility located at 2600 Cedar Avenue and is partnering with the University to use the dental clinic for the purpose of providing advanced clinical training for general dentistry and pediatric dentistry residents. In conjunction with the training programs comprehensive dental services will be provided for people of all ages by faculty, residents, and the City's dentist.

It is understood that collaboration is necessary to achieve the outcome sought by all parties; therefore the following specific commitments are made in support of the programs.

The City is providing:

1. Approximately 5,500 sq/ft of renovated rent-free space for the dental clinic
2. A dentist or dental hygienist (full or part-time) to fulfill the CLHD's Title V and FREW care requirements (pending availability).
3. A dental assistant for the CLHD dentist (pending availability) and/or a clerk for city dental billing and operations services.
4. Maintenance in the form of housekeeping services and upkeep of the facility, not including dental equipment and furnishings. Upkeep shall be limited to normal wear-and-tear.
5. Utilities with the exception of telephone and monthly fiberoptic/network costs.
6. Security
7. Medicaid enrollment and outreach support for the City and University's programs
8. Assistance in identifying and referring patients for the two training programs

The University is providing:

1. The dental clinic's (15 chair) equipment, digital panorex and wall mounted x-ray units, furnishings, instruments, supplies and clinic information system
2. The fiber-optic connection from the main AT&T utility line to the dental clinic
3. Dentists to serve as the dental directors for the Advanced General Dentistry Program (AEGD) and the Pediatric Dentistry Program
4. Residents (2 AEGD residents/year and 2 Pediatric Dentistry residents in 2011-2012 and 3 AEGD residents/year and 4 Pediatric Dentistry residents/year from 2011-2012 forward
5. A dental team who will provide treatment to fulfill the University's FREW commitment
6. A clinic manager
7. A dental assistant supervisor
8. Dental assistants
9. Patient scheduler and billing staff
10. In lieu of city dentist will provide dental care for Title V patients
11. Consumable supplies to include supplies for the City dentist or hygienist

12. Scheduling for the City dentist or hygienist
13. Evaluate the option of contracting with CLHD to provide dental services in lieu of city hiring a dentist
14. Billing services for UTHSCSA Dental school patients
15. Monthly productivity and revenue reports for City/CLHD review

The CITY and the UNIVERSITY desire to continue to support the development of the Clinic in order to continue providing said comprehensive dental services to children and adults of all ages.

In consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

In accordance with the contract finalized with the Health and Human Services Commission (HHSC)-disbursement of FREW funding allocated to the CLHD through the contract with the UNIVERSITY to support CLHD Dentist and operations in the amount of $125,000 will be done in accordance with UNIVERSITY accounting procedures.

City of Laredo Health Department

By: _____
Carlos Villarreal **Date**
City Manager

RECOMMENDED

By: _____
Hector F. Gonzalez, M.D., M.P.H. **Date**
Director of Health

APPROVED AS TO FORM

By: _____
Raul Casso **Date**
City Attorney

ATTESTED:

By: _____
Gustavo Guevara, Jr. **Date**
City Secretary

UTHSCSA-Dental School

By: _____
Kenneth L. Kalkwarf, DDS, MS **Date**
Dean, UTHSCSA Dental School

By: _____
William Dodge, DDS **Date**
Vice Dean, UTHSCSA Dental School

By: _____
H. Steve Lynch, Jr. **Date**
Executive VP for Business Affairs
Chief Financial Officer, UTHSCSA

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/2011	Consideration to extend the current contract for two years with the Texas Health and Human Services Commission (THHSC) to provide a Medicaid Eligibility Specialist to conduct eligibility services for the temporary assistance for needy families program, food stamps and medical assistance program operated under the title XIX; housed at the Laredo Health Department. The Health Department will provide 50% of the cost to THHSC for a total amount of $52,128.00. Term period will be from October 1, 2011 through September 30, 2013. Funding is contingent upon availability in the Health Fund/Administration budget.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo	Hector F. Gonzalez
Deputy City Manager	Health Director

PREVIOUS COUNCIL ACTION: Council approved motion on 07/06/2009.

BACKGROUND:

The City of Laredo Health Department partners with the Texas Health and Human Services Commission (THHSC) for the purpose of providing full-time Medicaid eligibility determination services at the Health Department. An Eligibility Specialist employed by the THHSC is assigned full time at the Health Department at 50% salary cost to the Health Department. The Eligibility Specialist conducts eligibility services for the Temporary Assistance for Needy Families (TANF), Food Stamps and the Medical Assistance Program operated under the Title XIX of the Federal Social Security Act (Medicaid). Persons eligible to receive this service include pregnant women and children up to 19 years of age. These services are essential to support indigent clients and provide temporary access to care.

This agreement is advantageous to the Health Department because eligible clients can be determined eligible for Medicaid "on-site" thus expediting the application and eligibility process. The Health Department bills Medicaid for eligible services provided to clients on Medicaid; services to non-Medicaid low income eligible clients are billed to Title V state grant.

This has been an on-going agreement since 1997.

FINANCIAL: The City of Laredo will compensate the Texas Health & Human Services Commission the amount of $52,128.00 for the period beginning October 1, 2011, through September 30, 2013, for 50% of the cost of a full time Eligibility Specialist. 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 or 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. The expenditure divisions and line items to be used for this activity will be: 226-2921-543-5540 and 226-6800-543-5540.

STAFF: Recommends that Council approve the motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/2011	Consideration to award a two year professional services contract (FY11-090) to Deer Oaks EAP Services, LLC, San Antonio, TX to provide employee assistance program (EAP) services and to authorize the City Manager to execute all contract documents. The mental health services provided by the employee assistance program include family, grief, financial, substance abuse counseling and stress management for eligible employees and their dependents. It is estimated that the program will incur a cost of approximately $51,000.00 per year. Funding is available in the Health Benefits budget of the Employee Health Division.

INITIATED BY:	STAFF SOURCE:
Horacio De Leon Assistant City Manager	Dan Migura, Human Resources Department Director Judith Garza, RN, BSN, Employee Health Nurse Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:

BACKGROUND: A request for proposal was prepared soliciting proposals from qualified firms to continue providing professional services for the City's employee assistance program (EAP). The 1995 State Legislature authorized an Employee Assistance Program, or EAP, for employees of state agencies and higher education. This program allows employees to receive confidential assistance in many areas without accessing the health care system. The City of Laredo provides EAP coverage for approximately 2,500 employees plus dependents. Eligibility for a dependent is anyone living at home including but not limited to: spouse, child under age 18 and/or attending school and under ages 26, any other family member living in same household.

The Employee Health and Wellness Division (EHWD), under the direction of the Human Resources Department, will administer the EAP. The EHWD EAP is a city-wide based program. Overall reporting on utilization shall be reported back to EHW on a quarterly basis. Reporting shall include but not be limited to cases, services, treatments, referrals, penetration rate by Department, management training, mandatory referrals, and drug & alcohol/substance abuse case management which includes SASSI/ASI.

The contract is for an initial term of two years with an option to extend the contract for three additional years. The contract is based on a fee for $1.70 per active employee per month.

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 or 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.

Expense Account: 594-2062-513-5528

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Authorization to award this contract.

COUNCIL COMMUNICATION

DATE: 08/01/2011	SUBJECT: MOTION Consideration to award contract FY11-080 for two (2) years with an option to renew for one additional two (2) years with Martinez Pharmacy for an amount of $45,000.00 and with People's Preferred Pharmacy LLC dba The Medicine Shoppe for an amount of $25,000.00 to assure continuity of pharmaceutical services to patients and clients in the HIV/AIDS Programs of the City of Laredo Health Department for the period beginning April 1, 2011 through March 31, 2013. Funding is available in the State grant HIV/Ryan White Program.

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

PREVIOUS COUNCIL ACTION: City Council approved to renew contract FY08-014 on April 5, 2010.

BACKGROUND: This contract establishes a medication disbursement system by health care professionals for patients and clients in the HIV/AIDS programs of the Health Department. On June 14, 2011 the City Secretary's Office received **two bids** in response to the request for proposals for the pharmaceutical services. We are recommending that the Council authorize the City Manager to accept both bids from Martinez Pharmacy and People's Preferred Pharmacy LLC dba The Medicine Shoppe for a term of two (2) years with an option to renew for one additional two (2) years beginning April 1, 2011 through March 31, 2013. Staff is recommending that this contract be awarded.

Program Funds	Provider Name	Contract Amt. (Not to Exceed)	Date Grant & Budget
HIV/AIDS	Martinez Pharmacy	$ 45,000.00	April 1, 2011 to March 31, 2013
226-6020 HIV RYAN WHITE PROGRAM PROJ. #HERW04	People's Preferred Pharmacy LLC dba The Medicine Shoppe	$25,000.00	

FINANCIAL IMPACT: The City of Laredo Health Department will reimburse the health care providers for professional services provided during the period of April 1, 2011 through March 31, 2013. 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 or 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. The expenditure divisions to be used for this activity will be:

State Grant Budget: 226-6020-543-5553 (HIV Ryan White Program) Project Name- HERW04

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be awarded.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Consideration for approval for release of partial retainage in the amount of $32,742.13 and retaining an amount of $11,000.00 for pending documents and final acceptance of the project to Reim Construction, Inc., Alton, Texas, for the Airport Truck Route – Thomas Avenue Extension. Current construction contract amount is $479,216.30. Funding is available in the Airport Construction Fund.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:

On April 18, 2011, City Council approved change order no. 1 an increase of $88,627.80 to the construction contract with Reim Construction, Inc., Alton, Texas, for the Airport Truck Route – Thomas Avenue Extension to repair/reconstruct the existing pavement surface of the four west side entrance drives that access from Maher Avenue to be consistent with the adjacent roadway improvements currently under construction in the area. These entrances include the main Hillside and Pappas entrances and entrances to the Fire Department and to the future Federal Inspection Station, and to add twenty-five (25) working days to the construction contract time.

BACKGROUND:

The project consists of street paving improvements that include asphalt and concrete pavement construction and related excavation and incidentals.

Plans and specifications were prepared by Porras Nance Engineering, Laredo, Texas.

Original construction contract amount.....	$390,588.50
(Awarded by City Council on November 8, 2010)	
Change order no. 1.....	$88,627.80
(Approved by City Council on April 18, 2011) To repair/reconstruct the existing pavement surface of the four west side entrance drives that access from Maher Avenue to be consistent with the adjacent roadway improvements currently under construction in the area. These entrances include the main Hillside and Pappas entrances and entrances to the Fire Department and to the future Federal Inspection Station, and to add twenty-five (25) working days to the construction contract time.	
Current construction contract amount.....	$479,216.30

FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund – Improvements other than buildings.
Account No. 433-3687-585-9301

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Consideration for approval of change order no. 4 to add two hundred fifty-eight (258) calendar days to the construction contract with Modern Construction, Inc., Laredo, Texas, for the James and Maria Luisa Haynes Health and Wellness Center to the point of substantial completion (approved by City Council on July 18, 2011). Current construction contract amount is $10,637,300. Upon approval of the above contract time extension, partial release of retainage is recommended in the amount of $250,000. Retainage remaining in contract is $281,865.00. Funding is available in the 2009 C.O. Account.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director

PREVIOUS COUNCIL ACTION:
On July 18, 2011, City Council approved the James and Maria Luisa Haynes Health and Wellness Center as substantial complete, approval of change order no. 3 a decrease of $140,000.00 a credit from unused contingency allowance balance to the construction contract with Modern Construction, Inc., Laredo, Texas.

BACKGROUND:
The recreational facility included a double gymnasium with one full court and two half court , a running track, cardio fitness weight room, aerobics studio, computer room, meeting room, game area, food concession - juice bar, special needs center, and locker and bathrooms. Outdoor amenities included a swimming pool with solar powered heating system, small soccer field, water features, rain, condensate catchment tanks systems and vegetative roofs systems under one watertight warranty, hardscape, landscaping and irrigation using water from catchment system, and walking loop. Plans and specifications were prepared by FQR Architects, Laredo, Texas.

This change order no. 4 is to add two hundred fifty-eight (258) calendar days to the construction contract time.

Original construction contract amount.....	$8,623,300.00
(Approved by City Council on May 18, 2009)	
Change order no. 1.....	$ 2,154,000.00
(Approved by City Council on April 19, 2010) For the addition of a larger aquatic center (pool and pool play equipment), pool equipment room and outdoor showers, additional pool hardscape, additional jogging trail with rubber flooring and additional retaining walls. New work also includes (4) four tennis courts and accessories, tennis court lighting and bleachers, covered walkways and card access entry, and additional gates and railing and to add one hundred fifty (150) calendar days to the construction contract time which includes 46 days for rain/mud days accumulated to date.	
Change order no. 2.....	$ -0-
(Approved by City Manager on August 12, 2010) To add forty (40) calendar days to the construction contract time for delays in processing change order no. 1 due to funding availability to order materials and labor to begin infrastructure development affecting critical path on construction schedule.	
Change order no. 3.....	$(140,000.00)
(Approved by City Council on July 18, 2011) A credit from unused contingency allowance balance.	
Current construction contract amount.....	$10,637,300.00

FINANCIAL IMPACT:
Funding is available in the 2009 C.O. Account.
Account No. 464-9822-535-9550

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Consideration for approval of change order no. 2 to add a total of 145 days (65 days for delays due to weather, changes to racquet ball subcontract/design and permit acquisition delays PLUS 80 days for construction of the parking lot, as per change order no. 1) to the construction contract with Modern Construction, Inc., Laredo, Texas, for the James and Maria Haynes Health and Wellness Center Auxiliary Buildings and Parking Improvements Project. Current construction contract amount with this change order is $2,039,637.00. Current construction time with this change order is two-hundred ninety-five (295) calendar days. If the above contract time extension for 65 days is approved, the contractor will be 73 days over their contract time (without regards of the 80-day time extension for parking lot work) as of July 19, 2011, when an inventory of days charged was performed. Liquidated damages in the amount of $700.00 per day may be assessed for any days over contract. Completion date for the project per contractor is scheduled for October 11, 2011.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director

PREVIOUS COUNCIL ACTION:
On July 18, 2011, City Council approved change order no. 1 an increase of $211,607.00 to the construction contract with Modern Construction, Inc., Laredo, Texas, for the James and Maria Haynes Health and Wellness Center Auxiliary Buildings and Parking Improvements to construct an east side car parking area, lighting facilities.

BACKGROUND:
The James and Maria Luisa Haynes Health and Wellness Center Auxiliary Building is to include four (4) racquetball courts, restrooms, an office and maintenance/mechanical and storage areas. Site improvements include the additional of eighty (80) new parking spaces.

Plans and specifications were prepared by Frank Architects, Laredo, Texas.

This change order no. 2 is to add a total of 145 days (65 days for delays due to weather, changes to racquet ball subcontract/design and permit acquisition delays PLUS 80 days for construction of the parking lot, as per change order no. 1).

Original construction contract amount.....	$1,828,030.00
(Approved by City Council on August 16, 2010)	
Change order no. 1.....	$ 211,607.00
This change order no. 2.....	$ -0-
Current construction contract amount.....	$2,039,637.00

FINANCIAL IMPACT:
No financial impact.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.

COUNCIL COMMUNICATION

DATE: 08/01/2011	**Subject: MOTIONS** Consideration to award contract number FY11-101 to the low bidder, Santex Truck Center, San Antonio, TX in the amount of $106,951.00 for the purchase of one, twelve yard dump truck for use by the Parks & Leisure Department. Funding is available from the Parks Capital Grants Fund and General Fund – Parks Department.

INITIATED BY:	**STAFF SOURCE:**
Horacio De Leon, Assistant City Manager	Rogelio Rivera, P.E., City Engineer Jack Dunn, Fleet General Manager Osbaldo Guzman, Parks & Leisure Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received five bids for the purchase of one dump truck for the Parks & Leisure Department. A recommendation is being presented to the City Council that a contract be awarded to the Santex Truck Center for the purchase of one twelve yard dump truck. Delivery is expected with-in 150 working days.

		Qty	Unit Price	Total
Santex Truck Center	2012 International 7400 12 Yard Dump Truck	1	$ 100,823.00	$ 100,823.00
	Option: Extended Warranty 5 Years: bumper to bumper and to include cab and chassis.	1	$ 6,128.00	$ 6,128.00
	Total Truck Cost			$ 106,951.00

A complete bid tabulation is attached.

FINANCIAL IMPACT: Funding for this equipment is available from the Parks Capital Grants Fund and General Fund – Parks Department.

Line Item	Expense Account	Amount
Capital Outlay Machinery & Equipment	457-9810-555-9004	$100,823.00
Vehicle Maintenance	101-3115-553-2035	$ 6,128.00

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

Bid Summary

	Base Bid	5 Year Warranty Option	Total
Santex Truck Center	$100,823.00	$6,128.00	$106,951.00
Rush Truck Center	$104,931.07	$5,100.00	$110,031.07
Freightliner & Western Star	$102,336.00	$9,430.00	$111,766.00
Grande Truck Center	$111,226.00		$111,226.00
Grande Truck Center	$112,726.00		$112,726.00

	Base Bid	3 Year Warranty Option	Total
Santex Truck Center	$100,823.00	$5,308.00	$106,131.00
Rush Truck Center	$104,931.07	$1,200.00	$106,131.07
Freightliner & Western Star	$102,336.00	$5,100.00	$107,436.00
Grande Truck Center	$111,226.00		$111,226.00
Grande Truck Center	$112,726.00		$112,726.00

City of Laredo
Bid tabulation
FY11-101 Dump Truck-Parks Leisure Department

Description	Qty	Santex Truck Center LTD San Antonio, TX Unit Price	Santex Ext Price	Freightliner & Western Star San Antonio, TX Unit Price	Freightliner Ext Price	Rush Truck Center New Braunfels, TX Unit Price
12 Yard Dump Truck	1	$ 100,823.00	$ 100,823.00	$ 102,336.00	$ 102,336.00	$ 104,931.07
Option 1: Extended Warranty-3 Years	1	$ 5,308.00	$ 5,308.00	$ 5,100.00	$ 5,100.00	$ 1,200.00 3 Years or 200K Peterbilt Ch
Option 2: Extended Warranty-5 Years	1	$ 6,128.00	$ 6,128.00	$ 9,430.00	$ 9,430.00	$ 5,100.00 5 Years or 200K, Engi aftertreatment, transmissi
Equipment Make and Model		2012 International 7400		2012 Freightliner M2106		2012 Peterbilt Model 348
Delivery		90-150 Days		120-180 Days		90-120 Days

Description	Qty	Grande Truck Center **B San Antonio, TX Unit Price	Grande Ext Price	Grande Truck Center **A San Antonio, TX Unit Price	Grande Ext Price
12 Yard Dump Truck	1	$ 111,226.00	$ 111,226.00	$ 112,726.00	$ 112,726.00
Option 1: Extended Warranty-3 Years	1	No Warranty		No Warranty	
Option 2: Extended Warranty-5 Years	1	No Warranty		No Warranty	
Equipment Make and Model		2012 Mack GU433		2012 Mack GU433	
Delivery		180-220 Days		180-220 Days	

City of Laredo
Bid tabulation
FY11-101 Dump Truck-Parks Leisure Department

[redacted]

Ext Price
$ 104,931.07
$ 1,200.00
assis only
$ 5,100.00
ne,
on

COUNCIL COMMUNICATION

DATE: 08/01/11	SUBJECT: MOTIONS Consideration to renew contract FY11-068 awarded to Aguaworks, Brownsville, Texas in the estimated amount of $250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the first of eight sixty (60) day supply extensions. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Approved a 60 day contract on 8/06/11.

BACKGROUND: The City Council authorized a contract for providing the Utilities Department with PVC pipe for a sixty day period. These materials are currently being used for construction and repair projects. The current term of this contract is set to expire on 8/06/11. This is the first of eight, sixty (60) day supply extensions. Aguaworks has agreed to and signed the contract renewal notice to extend the term of this contract for an additional sixty day period. Unit pricing will remain the same for the for the second extension period. Staff is recommending that this contract be renewed.

Contract Award

			Aguaworks Brownsville,TX	
Item	Description	Estimated Quantity	UOM	Unit Price
1	2" Pipe, 20' joints	1,000	Ft.	$ .84
2	3" Pipe, 20' joints	100	Ft.	$ 1.78
3	4" Pipe, CL200	100	Ft.	$ 3.26
4	6" Pipe, CL200	10,000	Ft.	$ 6.77
5	8" Pipe, CL200	50,000	Ft.	$ 11.70
6	12" Pipe, CL200	20,000	Ft.	$ 25.06
7	16" Pipe, DR-18	10,000	Ft.	$ 35.40
8	10" Pipe, CL200	1,000	Ft.	$ 17.68
9	14"Pipe, DR-18	1,000	Ft.	$ 27.35
10	20"Pipe,DR-18	1,000	Ft.	$ 54.99
11	24"Pipe,DR-18	1,000	Ft.	$ 79.30
12	30"Pipe,DR-18	200	Ft.	$ 92.55
13	36"Pipe,DR-18	200	Ft.	$134.94

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Account Number: 557-0000-141-0000

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

LAREDO, TEXAS
1755

City of Laredo
Purchasing Division

RENEWAL NOTICE

July 12, 2011

Mr. Thomas H. Bennett
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526-5137

Re: PVC Pipe-Contract Renewal I
FY11-068

Dear Mr. Bennett,

A contract for furnishing PVC Pipe was awarded to Aguaworks Pipe & Supply on 06/07/11. The City of Laredo bid specifications included an option to extend the term of this contract for eight (8) additional sixty day periods upon mutual consent of both parties. This is the **first** of eight extension periods.

This letter is a formal request by the City of Laredo to extend contract FY11-068 with the same specifications for an additional sixty day period. Please indicate your desire to accept or reject this contract extension.

The items under contract include:

Item	Description	Unit Price
1	2" Pipe, 20' joints with Bell - 200 PSI	$ 0.84
2	3" Pipe, 20' joints with bell - 200 PSI	$ 1.78
3	4" Pipe, CL200, DR-14, C900	$ 3.26
4	6" Pipe, CL200, DR-14, C900	$ 6.77
5	8" Pipe, CL200, DR-14, C900	$ 11.70
6	12" Pipe, CL200, DR-14, C900	$ 25.06
7	16" Pipe, DR-18 AWWA, C905-88, 235 PSI	$ 35.40
8	10" Pipe, CL200, DR-14, C900	$ 17.68
9	14" Pipe, DR-18 AWWA, C905-88, 235 PSI	$ 27.35
10	20" Pipe, DR-18 AWWA, C905-88, 235 PSI	$ 54.99
11	24" Pipe, DR-18 AWWA, C905-88, 235 PSI	$ 79.30
12	30" Pipe, DR-18 AWWA, C905-88, 165 PSI	$ 92.55
13	36" Pipe, DR-18 AWWA, C905-88, 165 PSI	$134.94

If you have any questions regarding this matter, please contact me at (956) 790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Agunworks Pipe & Supply

Accept ✓ Reject _____

Authorized Signature: Thomas H. Bennett, Jr.

Print Name: Thomas H. Bennett, Jr.

Date: 7/12/11

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Award contract and authorize the City Manager to execute the construction contract to the lowest bidder Red Cliff El Paso, Texas in the amount of $2,679,183.00 for the construction of a 24" Water Main along Loop 20 from Killam Elevated Storage Tank to McPherson Road. The construction time is 150 working days. Funding is available in the 2009 Build America Bond

INITIATED BY:
Jesus M. Olivares, Assistant City Manager

STAFF SOURCE:
Tomas M. Rodriguez Jr., P.E., Utilities Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:
The Project consists of installing approximately 12,850 LF of 24" water main along Loop 20 from Killam Tank to McPherson Road with related appurtenances such as butterfly valves, fire hydrants, air release valves, various sizes stub outs, 36" and 42" jack and bores. Bids were received and opened on June 29, 2011, at the City Secretary's Office as follows:

CONTRACTORS	BASE BID	BASE BID W/ALTERNATES 1 &2
1. Red Cliff, El Paso, Texas	$2,660,183.00	$2,679,183.00
2. Qro-Mex Construction Granite Shoals, Texas	$2,891,010.00	$2,911,410.00
3. Pesado Construction Schertz, Tx	$3,257,212.00	$3,282,212.00
4. National Power Rodding Chicago, IL.	$3,275,932.60	$3,294,552.60
5. Herschap Backhoe & Ditching Bastrop, Texas	$3,319,728.00	$3,334,368.00
6. Holloman Construction Converse, Texas	$3,440,549.00	$3,450,089.00
7. REIM Construction Mission, Texas	$3,441,346.35	$3,455,027.35
8. Austin Engineering Austin, Texas	$3,560,119.00	$3,613,619.00
9. VCC, LLC Irving, Texas	$3,589,517.32	$3,607,728.52

Therefore, consultant and staff recommend award the contract with Alternates 1 & 2 in the amount of $2,679,183.00 to Red Cliff.
Alternates 1 & 2 are for 42" diameter steel pipe for the encasement of the 24" PVC pipe.

FINANCIAL IMPACT:
Funding is available in the 2009 Build America Bond 557-4187-538-0377

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Operations Committee Finance Committee	To award the contract.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
8/01/11	Award contract and authorize the City Manager to execute the construction contract to the lowest bidder Western Summit Constructors, Inc./ McAllen Construction, Inc., a Joint Venture Contractor, Fort Worth, Texas in the amount of $89,738,625.00 for the construction of El Pico Water Treatment Plant 20 MGD. The construction time is 600 working days for final completion. Funding is available in 2007, 2008, 2009 C & D and 2010 Utility Bonds.

INITIATED BY:
Jesus M. Olivares Asst. City Manager

STAFF SOURCE:
Tomas M. Rodríguez Jr., P.E. Utilities Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:
Bids for El Pico Water Treatment Plant 20 MGD Project were received in Laredo, Texas on June 09, 2011, and were opened the following day on June 10, 2011. The bidders were as follows;

CONTRACTORS		BASE BID
1.	Cajun Contractors, Inc., Baton Rouge, Louisiana	$120,902,000.00
2.	Pepper-Lawson Construction, Houston, Texas	$ 97,280,000.00
3.	Archer-Western Construction, Arlington, Texas	$ 95,117,050.00
4.	Western Summit Constructors, Inc/ McAllen Construction, Inc., a Joint Venture Contractor, Fort Worth, Texas	$ 89,738,625.00

Dannenbaum (Consultant Engineer) reviewed the documents and qualifications of the apparent low bidder, which were submitted with the bid. The bidder submitted all required forms and documents and meets all applicable qualifications.

FINANCIAL IMPACT:
El Pico Water Plant: 557-4184-538-0376, 557-4185-538-0376, 557-4186-538-0376, 557-4187-538-0376 & 557-4192-538-0376

COMMITEE RECOMENDATION`	STAFF RECOMMENDATION:
Operations Committee Finance Committee	Approval of Motion

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/2011	Consideration to authorize the City Manager to negotiate a performance contract for an energy / utility cost saving program with Chevron Energy Solutions, Irving, TX. The contract will allow for the possible implementation of energy and utility retrofit projects. This contract may provide the City with an opportunity to improve our facilities by redirecting costs and/or revenue streams within our operating budget with guaranteed energy / utility savings.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal, City Manager	Horacio De Leon, Assistant City Manager Tomas Rodriguez, P.E., Utilities Department Director Rosario C. Cabello, Financial Services Dept Director Martin Aleman, Budget Manager Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None

BACKGROUND: The City of Laredo prepared a request for qualifications for the possible award of a performance contract for an energy/utility cost saving program. Seven vendors responded to this RFQ and two of those vendors, Chevron Energy Solutions and Siemens Industry Inc. were interviewed. Based on the vendor's submittals and interview sessions, it is recommended that the City Manager be authorized to negotiate an energy/utility cost saving program with Chevron Energy Solutions.

This contract may provide the City with an opportunity to improve our facilities by redirecting costs and/or revenue streams within our operating budget. This is done by implementing improvements which use less energy, reduce repair and maintenance costs. The process includes building/facility energy analysis, engineering, design, installation, water/wastewater treatment equipment analysis, commissioning, monitoring, and performance verification, and related training.

The selected vendor will be required to conduct a feasibility study to see what projects may qualify for these types of contracts. The vendor will perform a scope of work in compliance with the provisions of Chapter 302 of the Local Government Code which govern these types of performance contracts.

Vendors submitting statements of qualifications:
Chevron Energy Solutions, Irving, TX
Siemens Industry Inc., Houston, TX
EMC Engineer, Inc., Lakewood, CO
Ameresco Inc., Houston, TX
McKinstry, San Antonio, TX
Johnson Controls Inc., Houston, TX
Consolidated Edison Solutions, Inc., Austin, TX

FINANCIAL IMPACT:

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this action be approved.

COUNCIL COMMUNICATION

DATE:	Motion:
08/01/2011	Consideration to approve a five-year professional service contract with Estrada-Hinojosa & Company, Inc., of Dallas, Texas, for Financial Advisory Services for the City of Laredo. Financial advisory services fees are based on the size of the debt issuance sold and are paid from said proceeds Funding for these services will be available from proceeds of the debt issuance. Contract period is from May 1, 2011 to May 1, 2016.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal, City Manager Cynthia Collazo, Deputy City Manager	Rosario C. Cabello, Finance Director

PREVIOUS COUNCIL ACTION:

On May 2006 a five-year contract was awarded to Estrada-Hinojosa & Company for Financial Advisory Services.

These fees cover bond counsel fees, enhancement fees, preparation and printing of Official Statements, and some travel expenses for City Council and personnel to name a few Items.

BACKGROUND:

The City of Laredo employs Financial Advisors to coordinate the issuance of bonds and advise the City on matters related to debt issuance. The firm of Estrada-Hinojosa has been the Financial Advisors for the City of Laredo, Texas for the last ten years.

FINANCIAL:

Financial advisory services fees are based on the size of the debt issuance sold and are paid from said proceeds. Funding for these services will be available from proceeds from the issuance of debt. The compensation is as follows:

Base Fee of $3,750

Plus$	17.50	per	$ 1,000	up to	$ 500,000	or	$ 12,500	for	$ 500,000
Plus$	10.00	per	$ 1,000	for next	$ 500,000	or	$ 17,500	for	$ 1,000,000
Plus$	2.50	per	$ 1,000	for next	$ 4,000,000	or	$ 27,500	for	$ 5,000,000
Plus$	1.75	per	$ 1,000	for next	$ 5,000,000	or	$ 36,250	for	$10,000,000
Plus$	1.00	per	$ 1,000	for next	$10,000,000	or	$ 46,250	for	$20,000,000

Plus$ 0.95 per $ 1,000 for anything over$ 20,000,000

- For T.W.D.B. or Rural Economic Community Development projects the above fee schedule plus a 40% additional charge will apply.
- Special projects such as Sales Tax or Int'l Revenue Bonds that a minimum charge of $20,000 or $3.50 per $1,000 of bonds will be charged.

RECOMMENDATION:

Staff recommends the approval of a five-year professional service contract with Estrada- Hinojosa & Company Inc., for Financial Advisory Services.

2 originals of Finance for Mayor & City Secretary signature

AGREEMENT
FOR
FINANCIAL ADVISORY SERVICES
By and Between

CITY OF LAREDO, TEXAS
(Hereinafter referred to as the "Issuer")

And

ESTRADA HINOJOSA & COMPANY, I

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

I.

This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

II.

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and carry those expenses set out in Appendix A, provided, however, that our obligations to incur expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

III.

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgement, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under

consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgement with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.

5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

a. Advertised Sale: We will supervise the sale of the Debt Instrument at a public sale in accordance with procedures set out herein.

b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

c. Private Placement: Upon authorization by the Issuer and acting on its behalf, we will supervise the placement of the Debt Instruments directly with institutional investors for a fee consistent with the fees set forth in Appendix A attached hereto. We will prepare and provide to the prospective purchasers a Limited Offering Memorandum and other related documents.

6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.

8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgement, may be necessary.

10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinating the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best and lowest qualifying bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.

13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

17. We agree to do, or cause to be done, all work pertaining to the Debt Instruments, regarding approval, as may be required, by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the Debt Instruments will be paid by the Issuer.

18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

19. We will attend any and all meeting of governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.

20. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

IV.

In addition to the services set out above, we agree to provide the following services when so requested:

1. We will provide our advice as to the investment of certain funds of the Issuer. At the direction of the Issuer, we will purchase or cause to be purchased, those investments authorized and we will charge a normal and customary commission for each such transaction where appropriate.

2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.

4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, and any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

VI.

This agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of five years from the date of acceptance. Provided, however, this Agreement may be terminated with or without cause by the Issuer upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

By:_____
Noe Hinojosa, Jr.
Authorized Representative

This agreement is accepted by the Issuer this ____ day of _____ 2011.

CITY OF LAREDO, TEXAS

By:_____
Mayor

ATTEST:

By:_____
City Secretary

APPENDIX A

COMPENSATION

In consideration for the service rendered by Estrada Hinojosa, our fee for financial assistance, either grant proceeds or loan proceeds, will be as follows:

Base fee - Any Issue - $3,750

Plus	$17.50	per	$1,000 up to	$500,000	Or	12,500	for	$500,000
Plus	10.00	per	1,000 next	500,000	Or	17,500	for	1,000,000
Plus	2.50	per	1,000 next	4,000,000	Or	27,500	for	5,000,000
Plus	1.75	per	1,000 next	5,000,000	Or	36,250	for	10,000,000
Plus	1.00	per	1,000 next	10,000,000	Or	46,250	for	20,000,000
Plus	0.95	per	1,000 anything over 20,000,000					

For any financial assistance, either grant proceeds or loan proceeds, obtained from the Texas Water Development Board or the Rural Economic Community Development Administration, it is understood and agreed that we will charge the amount shown plus a 40% additional charge.

For Special Project Bonds, such as Sales Tax or International Bridge Revenue Bonds, it is understood and agreed that we will charge a minimum of $20,000 or $3.50 per $1,000 of Bonds.

Control of Fees and Expenses

At the time that Debt Instruments are delivered, the Company will bill the City for each issue of Debt Instruments an amount which will include the fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the City for the following items, if applicable:

Bond Counsel fees
Bond rating and/or credit enhancement fees
Computer Structuring
Messenger, overnight delivery, photocopying, postage, and telephone
Personal meetings with bond rating agencies and/or credit enhancement providers
Preparation and printing of the Notice of Sale, Official Statement, and Uniform Bid Form
Preparation and printing of physical securities
Reports of independent auditors or consultants
Verification fees
Travel expenses of City and Company personnel

Our fees and expenses are contingent on the receipt of final assistance and payable solely from proceeds. Expenses are borne by the firm until a fee statement and expense reimbursement are submitted at the closing in accordance with the contract between the City and our firm. Our depth of resources and capital base allows Estrada Hinojosa to operate on this basis without creating ongoing costs to the City. At any time between bond issues, Estrada Hinojosa is prepared to report to the City upon request, of the hours spent on financial advisory services and the accumulated expenses being carried forward.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Consideration to authorize payment to five (5) vendors (Centurylink, Intrado, AT&T, Sprint/Nextel, and Time Warner) for providing existing 9-1-1 telephone network, database, wireless, and equipment maintenance services for the four county regional 9-1-1 administration program in the projected amount of $371,476.00. Payments are for the period of September 1, 2011 through August 31, 2012. Funding is available in the 9-1-1 Regional Fund.

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Heberto L. Ramirez, Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City of Laredo was authorized to be the 9-1-1 Regional Administrator on March 1, 2004, for the four county region of Jim Hogg, Starr, Webb and Zapata Counties. These contracts are for services for Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Webb County Sheriff's Office, Zapata County Sheriff's Office and the Laredo Police Department. The State of Texas 9-1-1 Commission has approved these contracts.

Vendor	Services	Projected Amount
Centurylink	Equipment Maintenance	$96,319.00
Intrado, Inc.	Network/Database	$72,895.00
AT&T	Network	$78,591.00
Sprint/Nextel Wireless	Wireless Phase I	$71,471.00
Time Warner Cable	Network	$52,200.00

*Projected amounts are based on telephone counts at time of billing.

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of this Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
08/01/11	Consideration to authorize the City Manager to execute a Metro Ethernet Solution Service Agreement between the City of Laredo and Time Warner Cable to provide dedicated "Metro Ethernet Solution" service to network together all 9-1-1 Public Safety Answering Points in the South Texas Region as required for the 9-1-1 equipment replacements being completed throughout the region. This contract includes a one-time charge for the construction of fiber in the amount of $119,165.40, one-time charge for installation in the amount of $3,000.00, and a monthly recurring charge of $3,000.00 for service for a period of 60 months. Funding is available in the 9-1-1 Regional Fund (future year funding is contingent on approval of budget).

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Heberto L. Ramirez, Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

Front room and back room equipment is being replaced throughout region. This network service is an integral part of the equipment replacement requirement for connectivity.

FINANCIAL IMPACT:

Funding is available in RCOM11 of the 9-1-1 Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of this Motion.

Time Warner Cable Business Class

Metro Ethernet Solutions Service Agreement

This Time Warner Cable Business Class Metro Ethernet Solutions Service Agreement (the "Agreement") is entered into as of this **31st** day of **May 2011** (the "Effective Date"), by and between **The City of Laredo**, ("Customer") with offices located at **1110 Houston St., Laredo, TX 78040** and the Central Texas Division of Time Warner Cable, with offices located at 12012 North Mo-Pac Expressway, Austin, TX 78749 ("TWC"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

1. **SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Metro Ethernet Solution" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Service"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.

2. **INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.

3. **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, routers and other TWC-installed- equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing reboots, as requested by TWC.

4. **CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC as may be modified from time to time by TWC. Customer agrees to use the Service solely for transmitting data in IP form. Customer shall maintain the Equipment free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to TWC's then-current network specifications and system requirements for the Service.

5. **TERM.** The Agreement shall be in effect for the Initial Term of Service set forth on Exhibit A, and unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a monthly basis unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of such party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term").

6. **PAYMENT.** Customer agrees to pay TWC the one-time Service installation fee and monthly recurring Service fees (collectively the "Service Charges") set forth on Exhibit A in accordance with the following payment terms: Service Charges will be billed to Customer monthly in accordance with TWC's regular billing schedule and are payable within thirty (30) days after the date of invoice. Customer shall be responsible for all use, sales and other taxes and governmental charges applicable to the Service (which taxes and charges are not

included in the Service Charges), except for taxes payable on TWC's net income. TWC shall have the right to increase Service Charges after the Initial Term upon thirty (30) days advance written notice to Customer. TWC may charge a late fee for all overdue amounts. The late fee will be the lesser of 1½% or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, TWC may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. TWC may require a security deposit, letter of credit, advance payment for Service or other reasonable assurances of payment from Customer.

7. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) TWC's Proprietary Rights. All materials, including, but not limited to, any Equipment (including related firmware), software, data or information developed or provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not reproduce, modify or distribute the TWC Materials, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer are reserved to TWC. Customer will not open, alter, misuse, tamper with or remove the Equipment as and where installed by TWC, and will not remove any markings or labels from the Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

8. **MONITORING AND MODIFICATIONS.** TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters). TWC shall have the right, but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use or any Service descriptions. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email. Customer's continued use of the Service after such notice shall constitute Customer's acceptance of such change.

9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day period. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Terms of Use, TWC may suspend or discontinue Customer's Service in whole or in part without advance notice. In the event of a suspension, TWC may require a reconnect charge to restart the suspended Service. Upon the termination or expiration of this Agreement: (a) TWC's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fee, if any; (c) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement, at TWC's discretion, of any Equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of this Agreement by Customer, Customer shall promptly pay TWC a termination fee equal to the Service Charges that would have been due for the remainder of the Initial Term or the then-current renewal term, as applicable, and any unpaid portion of the Installation Fee set forth on Exhibit A. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.

10. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to (i) the use of the Service, including but not limited to a breach of Section 4 herein; or (ii) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents..

11. **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS

OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF TWC TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.

13. **NOTIFICATIONS.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, which is incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any similar agency. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

14. **FORCE MAJEURE.** TWC shall have no liability to Customer hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Service.

15. **REGULATORY AND LEGAL CHANGES; TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any increase in universal service fees or other government imposed charges, that increases the costs or other terms of delivery of Service to Customer, Customer acknowledges and agrees that TWC may pass through to Customer any such increased costs. Further, in the event that TWC is required to file tariffs with the appropriate regulatory agency or otherwise publish rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or published rates shall govern TWC's delivery of, and Customer's consumption or use of, the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service without liability by giving Customer thirty (30) days prior written notice (or such shorter notice as is required by law or regulation) of such determination.

16. **ENTIRE AGREEMENT.** This Agreement, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect.

17. **MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of **Texas**, excluding its conflicts of law principles. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default

hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement, including without limitation, in whole or in part, to any Time Warner Cable Inc. affiliated party without the prior written approval of or notice to Customer. Customer shall make no press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. All claims under this Agreement must be initiated not later than two years after the claim arose. There are no third party beneficiaries to this Agreement. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any TWC affiliate, including without limitation Road Runner HoldCo LLC, as well as by TWC and/or its subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

CUSTOMER:		**TWC:**	
By:	_____	By:	_____
Name:	_____	Name:	Hunter Votaw
Title:	_____	Title:	VP Commercial Sales, Texas Region
Date:	_____	Date:	_____

Exhibit A

Service

Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated circuit connection between Customer's data network located at:

Laredo 911 FIBER WAN	Address	City, ST, ZIP	Phone	Fiber	Fiber Construction	5 yr MRC	Install
LAREDO PD - Host 1	4712 MAHER	LAREDO, TX 78041	956-794-1788	20 Mb	$ -	$ -	$ -
WEBB COUNTY SO	902 Victoria St	LAREDO, TX 78042	956-523-4425	5 Mb	$ 12,109.00	$ 600.00	$ 600.00
ZAPATA COUNTY SO	600 HIDALGO STREET	ZAPATA, TX 78076	956-765-9944	5 Mb	$ 24,751.00	$ 600.00	$ 600.00
ROMA PD	1000 E. HWY 83	ROMA, TX78584	956-849-2231	5 Mb	$ 53,163.00	$ 600.00	$ 600.00
Training/City Hall	912 Matamoras St	LAREDO, TX 78042	956-794-1789	5 Mb	$12,824.40	$ 600.00	$ 600.00
STARR COUNTY SO - Host 2	100 E. 6TH STREET	RIO GRANDE CITY, TX 78582	956-487-5571	10 Mb	$ -	$ -	$ -
RIO GRANDE CITY PD	402 E. MAIN	RIO GRANDE CITY, TX 78582	956-487-8892	5 Mb	$ 16,318.00	$ 600.00	$ 600.00
			Totals	*0*	*$ 119,165.40*	*$ 3,000.00*	*$ 3,000.00*

This service is to connect 911/PSAP centers together.

Customer must purchase any additional capacity separately. Installation can take up to 90 days from signature.

Total Price

Installation Fee: **$3,000.00 (one time charge)**

Construction Re-imbursement: **$119,165.40 (one time charge)**

Monthly Recurring Charge: **$3,000.00**

Initial Term of Service

For a period of **60 months**. The **5** year Initial Term of Service shall commence on the Billing Date. The "Billing Date" is defined as the date on which the latest of the following events shall occur: (i) TWC's issuance of the Completion Notice to Customer and (ii) Customer's occupancy of the subject property (not to exceed thirty (30) days after the issuance of the Completion Notice to Customer).

Juan F. Ramos

From: Haney, Wilson [wilson.haney@twcable.com]
Sent: Tuesday, June 07, 2011 3:59 PM
To: Juan F. Ramos
Subject: Time Warner Cable - Agreements/Proposals
Attachments: Time Warner Cable Commercial Services Agreement - City of Lared0 911_Fiber with construction_6.7.2011.pdf; Time Warner Cable Commercial Services Agreement - City of Laredo 911_Fiber_6.7.2011.pdf

Importance: High

Hi Juan,

This is an updated proposal with the construction costs added as a one time charge.

I also attached a proposal without including the constructions costs. I also changed the Webb County SO address on both proposals/agreements.

The City can pay for the construction costs and the Monthly Charge will go down to $3,000 per month from $4,350 per month.

Please let me know if you have any questions and when you would like to start converting from COAX to Fiber for these circuits.

Thank you,

Wilson

Wilson Haney
Enterprise Account Executive
Government & Education
Time Warner Cable - Business
(512) 486-0132 | phone
wilson.haney@twcable.com

Business Fiber Support: (877) 892-3423
Business HSD, Voice and Video/CATV Support: (866) 519-1263

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WDM 061507

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Attachment A

Dedicated Access Product
Service Level Agreement

This document contains the Time Warner Cable Business Class (TWCBC) Service Level Agreement (SLA) and associated Service Level Guarantees (SLG) for network performance and operational measurements that will be provided with the Dedicated Access product.

Network Performance

End-to-End Network Availability: End-to-End Network Availability is defined as the total number of minutes in a billing month during which a TWCBC Ethernet service circuit is available to exchange data between the two Customer end points, or a Customer end point and the Router connecting TWCBC to the Tier 1 Internet provider, divided by the total number of minutes in a billing month.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with TWCBC, and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside maintenance windows.

End-to-End Network Availability is calculated as follows:

$$\text{E-to-E NA (\%)} = 100\ \% - \frac{\text{(Total Number of Minutes Available per Month by ticket)} \times 100}{\text{Total Number Days in Month} \times 24 \text{ hours} \times 60 \text{ minutes}}$$

Latency: Latency is the average roundtrip network delay, measured every 5 minutes, to adequately determine a consistent average monthly performance level for latency at the relevant Hub. The Roundtrip Delay is expressed in milliseconds (ms). The observation period is one calendar month.

TWCBC measures latency using a standard 64byte ping between two TWC Hub network devices for a dedicated point-to-point circuit, or if applicable, from TWC Hub network devices to the TWC Internet access router (which connects to the Level 1 provider) in a round trip fashion.

NOTE: SLAs are not offered for packets traversing the public Internet. (Defined as the TWC HeadEnd router interface connecting to the Tier 1 provider, and beyond).

Packet Loss: Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other. Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with measurements exceeding 0.1% packet loss on average between Time Warner Cable Hubs to qualify for non-standard performance.

Fault Management

Mean Time To Restore: The Mean Time To Restore (MTTR) measurement for a service is the average time between the time TWCBC opens a customer trouble ticket (customer notifies TWCBC) and the time the service is restored over a 24 hour period. The average is calculated on all trouble tickets with the same severity level associated with the same network interruption. There are four priority levels of trouble ticket severity (Critical, Major, Minor, and Informational).

MTTR Objective:

Severity 1 – Critical Average within 4 hours
Severity 2 – Major Average within 8 hours
Severity 3 – Minor Average within 24 hours
Severity 4 – Informational Not Measured

Routine Network Maintenance: TWCBC will perform Routine Network Maintenance for backbone improvements and preventive maintenance. TWCBC will provide notice of all routine maintenance to the customer's designated point of contact. For maintenance, TWCBC shall notify the customer as soon as is commercially practical under the circumstances. Routine Network Maintenance will not be calculated against SLA measurements.

Routine Network Maintenance Windows: Routine Network Maintenance is performed during TWCBC standard maintenance windows. Maintenance windows are as follows:

Monday 00:00:01 – 06:00 Local Time
Tuesday 00:00:01 – 06:00 Local Time
Wednesday 00:00:01 – 06:00 Local Time
Thursday 00:00:01 – 06:00 Local Time
Friday 00:00:01 – 06:00 Local Time

If Routine Network Maintenance is necessary during these specified times, affected customers will be notified via email with a "Planned Maintenance Notification". This notification will inform the customer of the exact time, duration and reason for the network maintenance. While the specified window is 6 hours in length, it is rare that a given maintenance would require use of this entire window.

Service Level Guarantees

The following section is a description of Time Warner Cable Business Class network performance Service Level Guarantees for Dedicated Access

The following table represents monthly average guarantees:

SLG	Target
Network Availability	99.97%
Network Latency	Not to exceed an average of 50ms
MTTR (depending on severity)	4 – 8 hours
Packet Loss	Not to exceed an average of 0.1% packet
Maintenance Notification	Commercially Reasonable
Response Time	Within 4 hours

Credits Provided for Dedicated Access Private Line

Availability Service Level: In the event Service becomes unavailable for reasons other than previously scheduled maintenance, Customer will be entitled to a service credit off of the monthly recurring charges ("MRC") for the affected Service based on the unavailability of the affected Service in a given calendar month as set forth in the following table:

Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:59:00	No Credit
01:00:00– 04:00:00	1 day credit
04:00:01– 23:59:00	2 days credit
Each Additional 24:00:00 period	2 days credit up to a maximum credit of the applicable MRC

Packet Loss Service Level: In the event packet loss is determined to be non-compliant during a period of four (4) consecutive hours or more in a 24 hour period (day) with measurements exceeding 0.1% packet loss on average between Time Warner Cable Hubs, Customer will be entitled to a service credit off of the monthly recurring charges ("MRC") for the affected Service based on the packet loss of the affected Service in a given calendar month as set forth in the following table:

Packet Loss (in hrs:mins:secs)	Service Level Credit
00:00:01 – 03:59:00	No Credit
04:00:00– 08:00:00	1 day credit
08:00:01– 23:59:00	2 days credit
Each Additional 24:00:00 period	2 days credit up to a maximum credit of the applicable MRC

Packet Latency Service Level: In the event packet latency is determined to be non-compliant during a period of four (4) consecutive hours or more in a 24 hour period (day) with measurements exceeding 60ms on average between Time Warner Cable Hubs, Customer will be entitled to a service credit off of the monthly recurring charges ("MRC") for the affected Service based on the packet latency of the affected Service in a given calendar month as set forth in the following table:

Packet Latency (in hrs:mins:secs)	Service Level Credit
00:00:01 – 03:59:00	No Credit
04:00:00– 08:00:00	1 day credit
08:00:01– 23:59:00	2 days credit
Each Additional 24:00:00 period	2 days credit up to a maximum credit of the applicable MRC

Fault Management Service Level: TWC will exercise commercially reasonable efforts to repair TWCBC based upon the MTTR objectives. In the event TWCBC does not meet this Fault Management Service Level for a particular Order, Customer will be entitled to a service credit off of the monthly recurring charges ("MRC") as set forth in the following table:

Fault Management	Service Level Credit
Severity 1 - Critical	2 days credit
Severity 2 - Major	1 day credit
Severity 3 - Minor	No credit
Severity 4 - Informational	No Credit

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made and entered into this ____ day of _____, 2011, by and between GEORGE M. BECKELHYMER, JOHN D. BECKELHYMER, and ROBERT A. SIMPSON, 4001 McPherson #202, Laredo, Texas 78041, collectively referred to in this Lease as "Lessor," and the CITY OF LAREDO, a Political Subdivision of the State of Texas, 1110 Houston St., Laredo, Texas 78040, referred to in this Lease as "Lessee."

ARTICLE 1. DEMISE OF LEASED PREMISES

1.1 Description: In consideration of the mutual covenants and agreements set forth in the Lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby Lease from Lessor the real property and improvements situated in the City of Laredo, Webb County, Texas, hereinafter referred to as the "Leased Premises," more fully described as follows:

> Situated in Webb County, Texas and being the North One Half (N. ½) of Block Seven Hundred Ninety Two (792), situated in the Eastern Division, City of Laredo, also known as the Surface Only of Lot Numbers One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Number Seven Hundred Ninety Two (792), Eastern Division, City of Laredo, Webb County, Texas, located at 1415 Chihuahua St., Laredo, Texas, and sometimes referred to herein as the "Canseco Home."

Lessee is to have and hold the Leased Premises (the "Leased Premises"), together with all rights and privileges and appurtenances belonging to or in any way appertaining to the Leased Premises.

ARTICLE 2. LEASE TERM AND CONDITIONS

2.1 Primary Term: This Lease shall be for the primary term of three (3) years, said term commencing on _____, 2011, subject, however, to earlier termination as provided in this Lease.

2.2 Lease Term Defined: The term "Lease Year" as used in this Lease, shall mean a period of twelve (12) consecutive full calendar months beginning on the date set forth in Article 2.1 herein and ending three hundred sixty four (364) days thereafter or three hundred sixty five (365) days, in the event of a leap year.

2.3 Termination: This Lease will terminate without further notice on the expiration of the term specified in Article 2.01, as specified in Article 2.05, or upon expiration of the option period, if any, for which the option to extend is exercised, and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises, or as otherwise provided herein.

2.4 Holdover: If Lessee holds over and continues its possession of the Leased Premised after expiration of the term of this Lease or any extension of that term (if any), other than as provided in Article 2.03 herein, Lessee will be deemed to be occupying the Leased Premises on the basis of a month-to-month tenancy, at the monthly rate of 125% of the normal rental rate as established in this Lease, subject to all of the terms and conditions of this Lease.

2.5 Restoration of Canseco Home and the Leased Premises: On or before seven (7) days from the date of this Lease Agreement, a representative of Lessor, and a representative of Lessee, shall meet and agree upon a written landscaping plan for the Leased Premises that will be implemented and followed within a period not to exceed twenty (20) days from the date of the agreed upon landscaping plan and throughout the term of the Lease, at Lessee's cost and expense. This landscape plan will include, but not be limited to, maintenance, trimming, watering, planting, and replanting of the existing palm trees, shrubs, trees, plants, etc. throughout the Lease Term. Lessee shall be obligated to substantially follow the agreed upon landscaping plan throughout the Lease Term. In addition, the parties agree that on or before six (6) calendar months from the date of this Lease Agreement, the parties will agree, in writing, on the plans, specifications, and budget for the cost of restoration and improvement of the Canseco Home and Lease Premises. Lessor has secured the services of Frank Architects to assist and oversee the development of the plans, specifications and budget for the proposed restoration and construction of the Leased Premises (the "Restoration Plan"). The intention of the parties through this Lease is that the Canseco Home as well as the remainder of the Leased Premises, be restored to the reasonable satisfaction of Lessor, and Lessee, at Lessee's sole cost and expense, during the time period described in this paragraph and in no event beyond the Lease Term. In the event that Lessor and Lessee fail to come to terms on either the landscape plan, or the Restoration Plan within the time provided for above, Lessor, at it's option, may terminate this Lease, and all parties be released hereunder, upon Lessor providing Lessee with three (3) day's advanced written notice, whereupon all parties to this Lease shall be released of all further liability under the Lease Agreement.

2.6 Personal Property: At execution of this Lease, Lessor has delivered the Leased Premises with certain antiques, personal property, and other furnishings owned by Lessor and which is within the Canseco Home (the "Personal Property"). Lessee shall, on or before seven (7) days from the date of this Lease, catalog and take a written inventory of each item, with photograph, and propose to Lessor with a plan for removal of the Personal Property for secure storage during the Lease Term and at a minimum, during the time of the agreed upon restoration of the Canseco Home. Lessee shall insure that only one (1) or two (2) persons representing Lessee shall have access to the location where the Personal Property is stored. Lessor will provide to Lessee the name and contact information of these individuals. Lessor shall also have access to this storage site. The storage site shall have adequate security, and Lessor shall purchase and carry insurance for the full replacement value of the Personal Property during the time that the same is stored. The Personal Property may not be removed from the storage site without Lessor's prior written consent. All cost and expense for the obligations imposed upon Lessee under this paragraph shall be borne by Lessee.

ARTICLE 3. RENT

3.1 Rental for the Primary Term: Lessee agrees to and shall pay to Lessor rental calculated in the amount of $1.00, per year, during the Primary Term of this Lease for the use and occupancy of the Leased Premises. The first year's rent is due and payable on or before _____, 2011 (the "Commencement Date"), and a like amount is due and payable on the same day of each succeeding calendar year of the Primary Term.

3.2 Time, Manner, and Place of Payment: All rent due under this Lease shall be paid to Lessor in person or mailed to 4001 McPherson #202, Laredo, Texas 78041, or at such location or locations as Lessor shall from time to time designate by written notice to Lessee.

3.3 Delinquent Payments: Rent installments unpaid for seven (7) days after the due date thereof shall pay a penalty of 10% of the monthly rental amount in addition to the regular monthly rental payment.

3.4 Security Deposit: Lessee has on the date of execution of this Lease paid the amount of $_____ to ensure the full and faithful performance by Lessee of the terms, conditions, and covenants of this Lease on Lessee's part to be performed and kept. This deposit does not constitute advance payment of the final rental payment due under this Lease. At the expiration of the term, as provided herein, Lessor agrees to refund said deposit, provided that the Leased Premises, as surrendered, is in substantially good condition, normal wear and tear excepted, and Lessee has not been in default or is not in default under any terms of this Lease Agreement.

ARTICLE 4. TAXES

4.1 Personal Property Taxes: Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the inventory, furniture, trade fixtures, equipment, appliances and other personal property placed by Lessee in, on or about Leased Premises. Lessee shall provide Lessor with receipts for the paid taxes prior to February 15th of each year of the term of occupancy by the Lessee of the Leased Premises.

4.2 Real Property Taxes And Assessments: Lessee shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises (as to real property only) during the term of this Lease. Lessee shall be responsible for all of the 2011 ad valorem taxes ensuring that same are paid before they become delinquent.

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

5.1 Sewer/Water Charges: Lessee shall pay or cause to be paid all charges for water and sewer throughout the term of this Lease.

5.2 Other Utilities Charges: Lessee shall pay or cause to be paid all utility charges for gas, electricity, telephone service, and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees, all such charges to be paid directly to the utility company or municipality furnishing the same before the same shall become delinquent.

5.3 Garbage Removal: Lessee shall pay for the removal of all garbage and rubbish from within the Leased Premises during the term of the Lease.

5.4 Landscape Plan: Lessee shall be responsible for all cost and expense incident to proper implementation, and maintenance, of the agreed upon landscaping plan for the Leased Premise as more fully set forth in paragraph 2.5 throughout the term of this Lease.

ARTICLE 6. USE OF PREMISES

6.1 Primary Purposes. Lessee shall have the right to use the Leased Premises for a showcase for fine arts for the Laredo and surrounding community, and to host national and international dignitaries of the City of Laredo, including use of the Leased Premises as a fine arts center and community garden. Any use inconsistent with this paragraph proposed by Lessee shall first have to be reviewed and/or approved or disapproved by Lessor.

6.2 Illegal Use Not Permitted: Lessee agrees not to use the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the City of Laredo, or other lawful authority having jurisdiction over the Leased Premises.

6.3 Lessor's Reservation of Use of the Property: Lessor will be entitled to use the Leased Premises for ten (10) days out of every calendar year of the Lease Term by providing Lessee with thirty (30) days advanced written notice of Lessor's intended use, and the date or dates for such use. Lessor shall be entitled to the exclusive use of the Leased Premises on those dates so requested by Lessor in accordance with the provisions of this paragraph.

ARTICLE 7. CONSTRUCTION BY LESSEE

7.1 Construction by Lessee: Except as provided in Article 2.5, Lessee shall not construct any improvements upon the Leased Premises without Lessor's written consent, which it may deny in its sole and absolute discretion. In the event that Lessee wishes to alter the premises, Lessee shall first deliver to Lessor, at its sole cost and expense, true and correct copies of the plans and specifications for any contemplated improvements upon the Leased Premises. Lessor shall have a period of up to thirty (30) days within which to consider, deny and/or approve of the proposed alterations per the plans and specifications delivered to Lessor. Lessor may request Lessee to modify or alter the plans and specifications as a condition to securing its approval. Lessee may not commence or otherwise construct any improvements upon the Leased Premises until such time as Lessor, in writing, grants it consent to Lessee. In the event Lessor agrees in writing to any contemplated improvements, then Lessee covenants and agrees to cause to be performed the construction of the improvements in strict conformity to the specifications agreed upon between the parties.

7.2 General Conditions: Except as is otherwise provided by Articles 2.5 and 7.1, Lessee may not, at any time during the term of this Lease, erect, maintain, alter, remodel, rebuild, replace and/or remove buildings and other improvements on the Leased Premises, and correct

and change the contour of the Leased Premises, without the prior written consent of the Lessor.

7.3 Ownership of Buildings, Improvements, and Fixtures: All buildings, improvements, alterations, Personal Property, and fixtures, except furniture and trade fixtures of Lessee, that are placed or located within the Leased Premises, premises during the lease term shall be considered part of the real property of Lessor on termination of Lease.

7.4 Right to Remove Improvements: Lessee shall have the right at any time during Lessee's occupancy of the Leased Premises to remove any furniture, machinery, equipment or other trade fixtures owned or placed by Lessee, in, under, or on the Leased Premises, or acquired by Lessee, whether before or during the lease term provided same are not attached to the Leased Premises. It is expressly understood and agreed to by Lessee that any improvements, furniture, machinery, equipment, or other trade fixtures that are attached to the real property of the Leased Premises shall be considered part of the real property, and Lessor shall have the right to keep these items upon termination of this Lease. Prior to the termination of the Lease, Lessee must repair any damage to any buildings or improvements on the premises resulting from their removal. Any such items which are not removed by the termination date of the Lease shall be come the property of Lessor as of that date.

ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE

8.1 Lessees' Right to Encumber: Lessee may not, at any time during the term of this Lease, encumber the leasehold interest by deed of trust, mortgage, or other security instrument, without obtaining the prior written consent of Lessor no such allowable encumbrance shall constitute a lien on the fee title of Lessor, and the indebtedness secured by the encumbrance shall at all times be and remain inferior and subordinate to all of the conditions, covenants, and obligations of the Lease and to all of the rights of Lessor under this Lease. Reference in this Lease to "Lender" refers to any person or entity to whom Lessee has encumbered its leasehold interest.

ARTICLE 9. REPAIRS, MAINTENANCE, AND RESTORATION

9.1 Maintenance And Repairs: Lessee, at its sole cost and expense, shall keep the foundation, the exterior walls (including glass, windows, doors, door closure devices, window and door frames, molding, locks and hardware, and interior painting or other treatment of exterior walls), underground plumbing, and the roof of the leased premises in good repair. Lessee shall make such repairs within a reasonable time. Lessee shall notify Lessor or any and all repairs. Lessee shall, at its sole cost and expense, shall also keep the entire Leased Premises in a good, clean, safe and attractive condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, and appurtenances. If any repairs required to be made by Lessee hereunder are not made within ten (10) days after written notice delivered to Lessee by Lessor, Lessor may at its option make such repairs, and Lessee shall pay to Lessor upon demand as additional rent hereunder the reasonable cost of such repairs plus interest. At the termination of this Lease, Lessee shall deliver the Leased Premises in good order and condition, normal wear and tear excepted. Normal wear and tear means deterioration which occurs without negligence, carelessness, or abuse. Lessor shall not be liable to Lessee for any damages, injuries, losses, costs, expenses or claims because of any

interruption of its business occasioned by any of the above. Lessee shall be responsible and be required to maintain and upkeep all other items not expressly mentioned to be maintained by Lessor hereunder.

Lessee shall also be solely responsible for the upkeep and/or replacement of the heating/air conditioning system for the Leased Premises, including but not limited to changing filters, repairs, replacement of unit(s)/system, cleaning coil(s), recharge of freon/refrigerant, etc. Failure by Lessee to strictly comply with this provision shall be an event of default of this Lease thereby entitling Lessor to declare a default herein and proceed with the remedies set forth herein.

9.2 Damage or Destruction: In the event the Leased Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Lessee shall give immediate notice to Lessor. Lessor may repair the damage and restore the Leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at Lessor's expense unless the damage or casualty was due to Lessee's negligence. Lessor shall allow Lessee a fair reduction of rent during the time the Leased Premises are partially unfit for occupancy. If the Leased Premises are totally destroyed or deemed by the Lessor to be rendered unfit for occupancy by fire or other casualty, or if Lessor shall decide not to repair or rebuild, this Lease shall terminate and the rent shall be paid to the time of such casualty.

ARTICLE 10. MECHANIC'S LIEN

10.1 Liens: Lessee shall not cause or permit any mechanic's lien or liens or other liens to be filed against the fee of the Leased Premises or against Lessee's leasehold interest in the land or any buildings or improvements on the Leased Premises by reason of any work, labor services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Leased Premises or any of them through or under Lessee. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises or any buildings or improvements on the premises, Lessee shall either cause the same to be removed or, if Lessee in good faith desires to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee agrees to indemnify Lessor and hold Lessor harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure of the lien to be discharged and removed prior to execution of the judgment.

ARTICLE 11. CONDEMNATION

11.1 Interest Of Parties: In the event the Leased Premises or any part of the Leased Premises are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interest of Lessor and Lessee in the award or consideration for the transfer and the effect of the taking of transfer on this Lease shall be provided by this Article.

11.2 Total Taking Termination: If the whole of the Leased Premises or such portion thereof

as will make the demised property unsuitable for use as exercised as of the date of such taking is condemned for any public use or purpose by any legally constituted authority, then, in such event, this Lease shall cease from the time possession is taken by such public authority. Rental shall be accounted for between Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the rights of each the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage to their respective estates caused by such condemnation.

11.3 Partial Taking Continuation: If a part of the Leased Premises is taken under the power of eminent domain and the continued use of the demised premises by Lessee is not thereby made impracticable, as determined by the Lessee, then this Lease shall continue in force and effect. Rental payment provided herein shall therefore be reduced in such proportion as the square footage of the Leased Premises taken by condemnation bears to the total square footage of the leased premises.

11.4 Voluntary Conveyance: Nothing in this Article prohibits Lessor from voluntarily conveying all or part of their interest in the Leased Premises to a public utility, agency or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance shall be treated as a taking within the meaning of the Article.

ARTICLE 12. INSURANCE AND INDEMNIFICATION

12.1 Insurance: Lessee shall pay for fire and extended coverage insurance on the building(s) for the full amount of replacement value of the building(s). Lessee shall also provide its own insurance for all of its personal property, furniture, fixtures and equipment within the Leased Premises, including any and all improvements constructed thereunder. In addition, Lessee shall provide public liability and property damage insurance for the Leased Premises in the amount of $2,000,000.00/$1,000,000.00 with respect to bodily injury, and $100,000.00 for property damage. Said insurance policies required to be provided by Lessee herein shall name Lessor as an additional insured and shall be insured by an insurance company approved by Lessor. The insurance policy shall also require that ten (10) days prior written notice of cancellation or any change in the terms thereof being provided to Lessor. Lessee shall provide Lessor with certificates of the insurance evidencing the coverage required herein. If Lessee does not maintain such insurance in full force and effect, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) days after such notice certification showing all such insurance to be in full force and effect, Lessor may at its option, take out the necessary insurance to comply with the provision hereof and pay the premiums on the terms specified in such notice, and Lessee covenants thereupon on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of 8.00 percent per annum from the date of such payment by Lessor until repaid by Lessee.

12.2 INDEMNITY: LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, OR VISITORS (COLLECTIVELY "LESSOR") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY "CLAIMS") INCURRED BY OR

ALLEGED AGAINST LESSOR AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF LESSEE, OR OF ANY LESSEE'S AGENTS, EMPLOYEES, CUSTOMERS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR VISITORS OCCURRING OR ARISING ON OR ABOUT THE LEASED PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (A) INJURY TO OR DEATH OF ANY PERSON(S), (B) DAMAGE TO OR LOSS OF PROPERTY. LESSEE FURTHER WAIVES ANY AND ALL CLAIMS AGAINST LESSOR AND RELEASES LESSOR FROM ANY AND ALL LIABILITY BASED ON ANY INJURY TO OR DEATH OF ANY SUCH PERSON, OR DAMAGE OR LOSS TO ANY PROPERTY BELONGING TO SUCH PERSON OR PERSONS. THE FOREGOING INDEMNITIES, WAIVERS AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES, OR BY THE SOLE OR CONCURRENT ORDINARY NEGLIGENCE OF LESSOR (BUT NOT THE GROSS NEGLIGENCE OF OR WILLFUL MISCONDUCT OF LESSOR).

ARTICLE 13. ASSIGNMENT, SUBLEASE, AND DONATION

13.1 Assignment: Lessee may not sell or assign the leasehold estate, or sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the premises, without prior written consent of Lessor. It is agreed, however that any such transfer, assignment, or sale made with consent of Lessor shall be subject to the obligation to Lessor as set forth in this Lease, and shall not release Lessee of Lessee's obligation under this Lease.

13.2 Donation of Canseco Home/Leased Premises: In the event that the condition set forth in Article 2.5 is met, such that the plans, specifications and budget for construction and restoration are mutually approved by Lessor and Lessee, and in addition, that the actual construction and restoration of the Canseco Home is diligently pursued and completed to Lessor's reasonable satisfaction on or before _____ days from the date of commencement, then in such event, Lessor shall be entitled to request a fair market value appraisal of the property and, thereafter donate the Leased Premises to the City of Laredo. The donation instrument of the Leased Premises shall expressly provide for a condition that the future use by the City of Laredo shall be limited to the use set forth in Article 6.1 of this Lease Agreement, and that in the event that the City of Laredo shall cease to use the Canseco Home and Leased Premises for such permitted use, that title to the Leased Premises/Canseco Home shall revert to Lessor *ipso facto,* without any further action by Lessor, other than written notification to Lessee. In addition, Lessor will be entitled to use the Leased Premises, after donation, in accordance with the terms of Article 6.3.

ARTICLE 14. DEFAULT AND REMEDIES

14.1 Default By Lessee: Should Lessee default in the prompt performance of any covenant, condition, or agreement in this Lease (other than payment of rent), and fail to correct the default within ten (10) days after notice is given by Lessor or Lessor's agent to Lessee, Lessor may declare this Lease, and all rights and interest created by it, to be terminated. Upon Lessor's election to terminate, this Lease shall cease and come to an end as if the day of Lessor's election

was the day originally fixed in the Lease of its expiration. Lessor and Lessor's agents or attorney may resume possession of the premises and release them from the remainder of the term at the best rent obtainable for the account of Lessee, who shall make good and deficiency. Notice herein shall be effective upon deposit with the United States Postal Service. **NO NOTICE OF DEFAULT SHALL BE REQUIRED OF LESSOR FOR LESSEE'S NONPAYMENT OF RENT PRIOR TO EXERCISE OF THE REMEDIES FOR LESSEE'S DEFAULT. THAT IS, TIMELY NON PAYMENT OF RENT SHALL ENTITLE LESSOR THE RIGHT TO IMMEDIATE TERMINATION OF THIS LEASE AND PURSUE OTHER REMEDIES FOR DEFAULT AS SET FORTH HEREIN.**

14.2 Other Remedies: Any termination of this Lease as provided in the Article shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under the terms of this Lease Agreement, or any claim for damages then or previously accrued against Lessee under this Lease. Any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or for future rentals, or from recovering damages from Lessee for any default under the Lease. All rights, options and remedies of Lessor contained in this Lease, or afforded by law, shall be construed and held to be cumulative and no one of them shall be exclusive of the other. Lessor shall have the right to pursue any one or all of such remedies or another remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.

ARTICLE 15. LESSOR'S WARRANTY OF TITLE

15.1 Lessor Warranty: Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to streets, rights-of-way, if any, utility easements and other matters of record.

ARTICLE 16. GENERAL PROTECTIVE PROVISIONS

16.1 Rights of Entry and Inspection: Lessee shall permit Lessor's representatives to enter into and on the Leased Premises at any time on any day for the purposes of inspection, maintenance, making repairs or alterations to the premises or any other purpose necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties under this Lease.

16.2 No Partnership or Joint Venture: The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and not be deemed a partnership or a joint venture.

16.3 Force Majeure: It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, insurance premiums, or taxes) or the performance of any other covenant, agreement, obligation or undertaking contained in this Lease is delayed by reason of war, civil commotion, act of god, governmental restrictions, regulations or interference, fire or other casualty, or any other circumstance beyond lessee's control or beyond the control of the

party obligated or permitted under the terms of this Lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

16.4 No Termination of Bankruptcy: Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver shall affect this Lease as long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this Lease.

16.5 No Waiver: No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this Lease shall be treated as a waiver of subsequent default or breach of the same or any other covenants, condition or stipulations of this Lease.

16.6 Release of Lessor: If Lessor sells or transfers all or part of the Leased Premises and as part of the transaction assigns its interest as Lessor in and to this Lease, then from and after the effective date of the sale, assignment or transfer, Lessor shall have no further liability which have accrued and are unsatisfied as of that date. The covenants and obligations of Lessor contained in this Lease shall be binding on Landlord and his heirs, successors and assigns, only during and in respect of their respective successive period of ownership of the fee.

16.7 Joint and Several Liability: If more than one Lessee or Lessor is named under this Lease the obligation of all such Lessees or Lessors shall be joint and several.

16.8 Lien. It is expressly agreed that in the event of default by Lessee under this Lease, Lessor shall have an express contractual lien, in addition to any lien provided by law, a lien and security interest in all property of Lessee that is placed in, or becomes a part of the Leased Premises to secure Lessee's covenants, obligations, and performance of all terms of this Lease. this lien shall not be in lieu of, or in any way affect, the statutory Lessor's lien given by law but shall be in addition to that lien, and Lessee grantors to Lessor a security interest and lien in all personal property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate this Lease, reenter, and relet the premises as provided herein, then Lessor, after giving five (5) days notice to Lessee of the intent to take possession and giving an opportunity for a hearing thereon, may take possession of all of Lessee's property on the premises and sell same at public or private sale after giving Lessee five days notice of the time and place of any public sale or of the time after which any private sale is to be conducted, for cash or credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE 17. MISCELLANEOUS

17.1 Miscellaneous: Delivery of rents and notices. All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or

registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing. All payments, notices, demands, or requests from Lessee to Lessor shall be mailed to Lessor at 4001 McPherson #202, Laredo, Texas 78041, or at any such other address as requested by Lessor in writing. All notices, demands, or requests from Lessor to Lessee shall be mailed to Lessee at 1110 Houston St., Laredo, Texas 78040, at Lessor's option.

17.2 Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties to the Lease and other respective heirs, executors, administrators, legal representatives, successors and assigns.

17.3 Texas Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Texas.

17.4 Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceable provision had never been contained in the Lease.

17.5 Amendment: No amendment, modification, or alternation of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

17.6 Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Lease are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17.7 Attorney's Fees and Costs: If, as a result of a breach of this Agreement by Lessee, and Lessor employs an attorney or attorneys to enforce its rights under this Lease, then the Lessee agrees to pay Lessor the attorney's fees and costs it incurred to enforce the Lease.

17.8 Time of Essence: Time is of the essence of this Agreement.

17.9 Indemnity Against Toxic Waste Clean-Up: All operations by Lessee shall be in strict compliance with all state, local and federal laws, ordinances and regulations applicable to the business of Lessee, and in particular those applicable to (a) the storage and dispensing of fuels or other hazardous or toxic chemicals or substances handled, store or dispensed by Lessee; and (b) those applicable to operation of a safe, lean, and healthy restaurant business. Lessee agrees to hold Lessor completely harmless from, and to fully indemnify Lessor against, all fines, claims, costs, and damages (including attorney's fees) relating to, or arising out of Lessee's use of the Leased Premises, including those arising by failure of Lessee to abide or comply with all federal, state, and local, laws, codes, and/or ordinances applicable to operation of its business, or by reason of spillage, leakage, escape or contamination of any material, fuel, chemical or substance from or upon the premises, including also the cost of removing same or returning from or upon a clean and healthful condition.

17.10 AS IS. THE LEASED PREMISES ARE BEING LEASED "AS IS" AND "WITH ALL FAULTS" INCLUDING, WITHOUT LIMITATION, ALL LATENT AND PATENT DEFECTS. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY FOR ANY PARTICULAR PURPOSE OR COMPLIANCE WITH ANY ENVIROMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS. LESSEE HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY, OR OTHER ASSERTION, EITHER ORAL OR WRITTEN, MADE BY LESSOR OR IT'S EMPLOYEES, AGENTS, OR BY ANY OTHER PERSON REPRESENTING LESSOR. LESSEE WARRANTS THAT IT HAS INSPECTED THE LEASED PREMISES AND SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES TO DETERMINE THE CONDITION OF THE LEASED PREMISES. LESSEE AKNOWLEGES THAT ALL INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES IS FURNISHED AS A CONVENIENCE ONLY TO LESSEE AND THAT LESSOR MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

LESSEE ACKNOWLEDGES THAT LESSOR WOULD HAVE REQUIRED A SUBSTANTIALLY HIGHER LEASE RATE IF WARRANTIES OR REPRESENTATIONS WERE REQUIRED, AND THAT THE CONSIDERATION PAID AS REPRESENTED BY THIS LEASE REFLECTS THE VALUE OF THE LEASED PREMISES WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET OUT IN THIS LEASE.

LESSEE REPRESENTS THAT IT IS KNOWLEDGEABLE IN COMMERCIAL REAL ESTATE MATTERS, SPECIFICALLY INCLUDING PROPERTY SIMILAR TO THE LEASED PREMISES. LESSEE REPRESENTS AND COVENANTS IT EITHER HAS OR WILL CAREFULLY INSPECT THE LEASED PREMISES AND CONSULT WITH COMPETENT PROFESSIONALS BEFORE DETERMINING WHETHER TO PROCEED WITH THIS LEASE. LESSEE IS NOT RELYING (AND WILL NOT RELY IN THE FUTURE) ON ANY STATEMENTS, FACTS OR REPRESENTATIONS, ORAL OR WRITTEN, EXCEPT FOR THOSE MATTERS SPECIFICALLY SET FORTH ON THIS LEASE.

BY OCCUPYING THE PREMISES LESSEE SHALL BE DEEMED TO HAVE ACCEPTED THE SAME IN ITS "AS IS" CONDITION AND TO HAVE ACKNOWLEDGED THAT THE SAME COMPLIES FULLY WITH LESSOR'S COVENANTS AND OBLIGATIONS HEREUNDER. LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY THE RENT HERUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY

PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY RENT, WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

17.11 Signage: Lessee may place a sign to advertise the project/Canseco Home so long as Lessor approves of same. Lessee shall be required to first provide Lessor the proposed specifications/color scheme/design of the signage for review and/or approval and/or disapproval. Failure of Lessor to provide written approval or disapproval shall be deemed a disapproval of the proposed signage.

This Lease has been executed by the parties on the date and year first above written.

LESSOR:

_____
GEORGE M. BECKELHYMER

_____
JOHN D. BECKELHYMER

_____
ROBERT A. SIMPSON

LESSEE:

CITY OF LAREDO

By: _____
Title: _____

COUNCIL COMMUNICATION

DATE: 08/01/11	SUBJECT: STAFF REPORT **Discussion with possible action to consider a final request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Investigator Jesus Munoz.**

INITIATED BY:	STAFF SOURCE:
Horacio De Leon, Jr., Asst. City Manager Carlos Villarreal, City Manager	Daniel E. Migura, Jr., Human Resources Director

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

Investigator Jesus Munoz suffered this work related injury on July 2, 1999.

March 2004 – had surgery to repair injury.

December 4, 2000 through February 16, 2001 – Placed on modified duty.

1st Extension – Requested and was granted 180 days effective January 7, 2005.

2nd Extension – Requested and was granted 60 days effective September 27, 2005.

3rd Extension – Requested and was granted 90 days effective June 26, 2010 with an expiration date of October 27, 2010.

4th Extension – Requested and was granted 120 days effective October 30, 2010 with an expiration date of April 13, 2011.

FINANCIAL IMPACT:
Funding is available in the 101-2310-521-1110 personnel line item.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
None	Recommendation will be made by staff during this presentation.

To: Mr. Dan Migura
Human Resources Director

Thru: Gilbert M. Sanchez
Risk Division Manager

From: Alejandro Perez, LVN
Licensed Vocational Nurse II

Date: November 1, 2010

Re: Jesus Muñoz
Police Officer
Work Related Injury
Lower Back Pain

RE: Workers' Compensation history for Investigator Jesus Muñoz.

7/2/1999 - Lower back injury. 1st Surgery on **3/2004; 2nd surgery on 7/23/2010**. Modified duty **12/04/2000 – 2/16/2001(35** days) Extension #1 - **1/7/05** for **180** days, extension #2 – **9/27/05** for **60** days, then he missed 26 more days were missed after extensions were expired. He was granted a 3rd extension 5/12/2010 for 120days **$134,432.73** indemnity loss time paid on claim. Total days missed **623** days.

5/10/2010 - Filed appeal with W/C field to change RTW status.

5/12/10 - Patient went to see back specialist in San Antonio on. Patient informed that he had a lumbar disc herniation by specialist that would require surgery.

5/14/10 - Dr. Garza-Vale awaiting medical documents for review from **7/2/99** injury to clarify if lumbar disc was from 1999 injury or 8/4/09 was a new injury.

5/18/10 - Dr Garza-Vale sends information stating that disc injury was present from **1999** injury. Lumbar disc injury seen on MRI back in 2004.

5/25/10 – Contacted pre-certifying company for verification of surgical request. No surgical requests submitted to TASB for date of injury 7/2/1999 as of this date.

5/26/10 – No surgical request received by TASB. Dr Garza Vale's office states request sent as of this date.

5/27/10 - Verification of surgical request confirmed. Request made for date of injury of 7/2/1999. Doctor did not release to modified duty. As per treating doctor psychological evaluation is required for surgery. Employee attempted to convince Dr Garza Vale's nurse to request surgery under 8/4/2009 DOI, but was told that that was not possible because of medical evidence.

5/28/10 - Spoke to Di from Dr Garza Vale's office confirmed that Inv. Muñoz has called and requested to be placed on modified duty. She states that since Inv. Muñoz has requested to be placed on modified duty that the doctor will go ahead and grant the request. States that surgical request has to be re-submitted with more information before being given approval or denial.

6/01/10 - Received TWCC 73 form from Dr. Garza-Vale's office placing Inv. Muñoz on modified duty. Request for modified duty sent to police Chief's office for approval or denial.

6/02/10 – Confirmed with Debbie in Austin TML; surgery has been approved, surgical date pending.

6/07/10 – Received TWCC 73 from Dr. Garza-Vale's office placing officer Muñoz on no duty.
Police Chief notified of Officer Munoz's current status. Inv. Muñoz is currently on no duty pending surgery scheduled for 7/23/2010.

6/17/10- Spoke with Dr. Garza-Vale's office and given a diagnosis of Radiculopathy w/ neuritis to lower extremities. Office unable to give prognosis until after surgical procedure is complete.

7/08/10 – Investigator Munoz granted 120 day extension. This is his third extension.

7/23/10- Investigator Muñoz had surgery to lower back.

8/18/2010 – Appointment with Dr. Garza-Vale for follow-up. Officer remains off duty until 10/13/10. Next appointment with Dr. Garza-Vale 10/13/10.

9/13/10 – Spoke to employee states no concerns pending next appointment with Dr. Garza-Vale on 10/13/10

10/13/10- Appointment with Dr. Garza-Vale for follow up. Officer continues on no duty until 11/30/10. Next appointment Dr. Garza-Vale 11/30/10.

10/14/10- Faxed letter to Dr. Garza-Vale's office requesting medical treatment plan, prognosis for recovery, and ability to return to work as a police officer.

10/25/10- Spoke to Dr Gaza-Vale's office requesting update on letter. I was informed that Dr. Garza-Vale will not respond to letter until after employee's appointment on 11/30/2010. Employee is currently on a walking program and the doctor needs to see how he is progressing before he can answer the letter.

Currently Inv. Muñoz has lost **623** days for date of injury 7/2/1999.

Officer Muñoz has had multiple workers' compensation injuries since being hired in **8/23/1993**. The injuries are as follows:

4/8/1995 - Shoulder nose and finger lacerations, Reported only as per file no information on type of injury no time lost. $0.00 Paid on claim.

3/30/1997 - Right arm right shoulder injury, $36, 787.75 paid on claim total days missed **164** days.

9/15/01 - Right hand, arm & Knee, missed **9** days $ 1,700.27 paid on claim.

11/25/05 - Auto Collision multiple injuries, Missed **60** days $12,797.39 paid on claim.

3/12/08 - Lower back injury, Missed **12** days $2,234.33 paid on claim.

4/4/09 - Right arm injury, Missed **17** days $4,910.80 paid on claim.

8/4/09 - Lower Back Injury, Missed **121** days; returned to full duty on **4/16/2010** by state designated doctor and given an impairment rating of 0%. $27,584.40 paid on claim.

Investigator Muñoz has missed a total of **994** days of work due to on the job injuries. Inv. Muñoz is currently out on his own time because of the **7/2/1999** injury.