

# CITY OF LAREDO

CITY COUNCIL MEETING

A-2011-R-15

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

AUGUST 15, 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 August 1, 2011

### V. COMMUNICATIONS AND RECOGNITIONS

#### Recognitions

- a. Recognizing Laredo Independent School District (LISD) nutrition program, United Independent School District (UISD) nutrition program, Laredo Job Corps, City of Laredo Parks & Leisure Department, and the Boys and Girls Club for their support of the Mayors Challenge through their participation in the Summer Feeding Program.
- b. Recognizing Team Ronny Lis Brazilian Jiu Jitsu Laredo Karate Team for their 1<sup>st</sup> place team championship held at the Lone Star Brazilian Jiu Jitsu State Tournament on July 23, 2011.

#### Citizen comments

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

## VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- a. Appointment by Mayor Raul G. Salinas of Ms. Sandra Rodriguez to the People with Disabilities Blue Ribbon Committee.
- b. Appointment by Council Member Jorge A. Vera of Mr. Mario Peña to the Board of Adjustments.
- c. Appointment by Council Member Cynthia Liendo Espinoza of Ms. Angelica Estrada to the Planning and Zoning Commission.

## VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** amending the FY 2011 Financial Task Force and the Public Corruption Task Force Budget by reducing Revenues and Expenditures in the amount of \$200,000.00 in the 2010 award due to a de-obligation from the agency. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding is used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses. **(Approved by Operations Committee)**
2. **Public hearing and introductory ordinance** accepting a grant awarded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA), and amending the City of Laredo FY 2010-2011 budget by increasing revenues and expenses in the amount of \$69,000.00 for. Funds will be used to pay overtime expenses for a special operation from January 1, 2011 through December 31, 2011. Fringe benefits will be funded from the program income division. **(Approved by Operations Committee)**
3. **Public hearing and introductory ordinance** authorizing the City Manager to accept a continuation contract from the Department of State Health Services (DSHS) Office of Border Health (OBH) Early Warning Infectious Disease Surveillance (EWIDS) project in the amount of \$75,000.00. Due to a budget reduction and decreasing the City of Laredo Health Department FY 2011-2012 Annual Budget by \$96,282.00 (\$75,000.00 in direct funds and \$7,718.00 in-kind match) for the term period of August 1, 2011 through July 31, 2012. **(AS AMENDED) (Approved by Operations Committee)**
4. **Public hearing and introductory ordinance** amending the City of Laredo fiscal year 2011 Recreation Fund by appropriating \$80,000.00 composed of \$30,000.00 in additional revenues for classes and lessons and a drawdown of \$50,000.00 to cover operational expenditures. Funding is available in the Recreation Fund. **(AS AMENDED) (Approved by Operations Committee)**

5. **Public hearing and introductory ordinance** authorizing the issuance of City of Laredo, Texas, Sports Venue Sales Tax Revenue Bonds, Taxable Series 2011, in the estimated principal amount of \$11,295,000.00 to finance a baseball stadium and related infrastructure as a part of the enlarged Laredo Sports Venue Project for the Multipurpose Entertainment Arena and ordaining other matters relating to the subject including authorizing a bond purchase agreement and an official statement, and providing for the security of the bonds and pledging of a sales tax and authorizing amendment to City's budget to appropriate such proceeds for purposes authorized herein.
  
6. **Public hearing and introductory ordinance** authorizing the City Manager to accept and execute an Advanced Funding Agreement with the Texas Department of Transportation in the amount of \$405,740.00 including a local match of \$11,867.00 and to amend the FY2010-2011 Capital Grants Fund by appropriating said funds for a proposed feasibility study to determine the preferred location for the eventual construction of a grade separation over the Union Pacific Rail line, between Scott and Sanchez Street. Local match has been identified in the 2008 C.O. Issue. Grant will be accounted for in the Capital Grants Fund. **(Approved by Operations Committee)**
  
7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 6, Riverside Subdivision, located at 306 River Front Road, from R-3 (Mixed Residential District) to B-4 (Highway Commercial 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 III

8. **Public hearing and introduction of an ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); providing for publication and effective date.

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

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

## **VIII. INTRODUCTORY ORDINANCES**

9. Authorizing the City Manager to execute all necessary documents to effectively convey Fee Simple Title to Bernardo Escobedo for the "Surface Only", at its market value of \$4,400.00, a certain property currently encroaching upon City property within the Maryland Avenue Toddler Park

adjacent to the Laredo Health Clinic, and described as being a tract of land containing 1,236.1 square feet or 0.0284 of an acre, more or less, out of Lots 7 and 8, Block 338, Eastern Division, being further described on attached, Exhibit A. **(Approved by Operations Committee)**

10. Authorizing the City Manager to execute a Lease with Ronny Salamon D/B/A Avionics Services Intl., as Lessee, for approximately 12,000 square feet constituting the western most section of Hangar No. 1309 located at 4207 North Jarvis Avenue at the Laredo International Airport. Lease term is for ten (10) years commencing on October 1, 2011 and ending on September 30, 2021. Monthly rent shall be \$4,505.00 and will be adjusted annually according to changes in the consumer price index; providing for an effective date. **(Approved by Operations Committee)**
11. Authorizing the City Manager to recognize PV Investments, Inc., as the successor and now the Lessee to that lease agreement approved by Ordinance No. 96-O-200 between the City of Laredo, as Lessor and Eleuterio Garza, as Lessee, on two (2) tracts of land being Lot No. 1 consisting of approximately 15,463.8 square feet and Lot No. 3 consisting of approximately 4,769 square feet all located on Block No. 15 at the Laredo International Airport. All items, conditions and reservations of Ordinance No; 96-O-200 remain the same. **(Approved by Operations Committee)**

## IX. FINAL READING OF ORDINANCES

12.

**2011-O-104** 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.

**2011-O-105** 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.

**2011-O-106** 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.

**2011-O-107** 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 for an additional amount of \$700,000 for five police patrol units fully equipped, overtime and fringe benefits expenses for a total of \$1,400,000.00 for Operation Stonegarden since 2009. The term of this grant agreement is from October 1, 2010 to September 30, 2013. **(AS AMENDED)**

**2011-O-108** 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.

**2011-O-109** Amending the Laredo Land Development Code as follows:

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

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.

**2011-O-110** 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.

**2011-O-111** 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.

## **X. RESOLUTIONS**

13. **2011-R-073** Authorizing the City Manager to implement the FY 2012 South Texas 9-1-1 Regional Administration Strategic Plan budget in the total amount of \$1,226,600.00 as approved by the Commission on State Emergency Communication (CSEC) on August 9, 2011, for Jim Hogg, Starr, Webb, and Zapata counties for the period beginning September 1, 2011 and ending August 31, 2012. **(Approved by Operations Committee)**

14. **2011-R-077** Authorizing the City Manager to execute a Multiple Use Agreement (MUA) between the City of Laredo and the Texas Department of Transportation for use of a 0.3778 acre tract of right-of-way property adjacent to U.S. Highway 83 in south Laredo to provide for municipal library improvements and access. This tract is located on the northeast corner of U.S. Highway 83 and Palo Blanco Street, more particularly described by survey and metes and bounds in attached Exhibit "A". **(Approved by Operations Committee)**

15. **2011-R-078** Accepting the conveyance of the following utility easement for an 8 inch diameter water line fire loop at Villas San Agustin (Carmel Apartments) from:

Mines Road Development, LTD., (F/K/A Fasken Management, L.L.C.)—  
Utility Easement as follows:

One over a 0.5554 Acre Tract, a copy of which conveyance is attached as Exhibit 1; and, directing that the said Easement be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

16. **2011-R-079** Authorizing the City Manager to accept the surface only of two (2) tracts of land being dedicated to City of Laredo by ZAFTEX CORP., for municipal purposes. The two (2) tracts are further described as follows:

Tract I: 3.55 acres, more or less, situated in Porcion 32, being out of Part B-1, Original Share 1, Bruni Estate, a 128.093 acre tract recorded in Vol. 410, Pages 79-81, Deed Records of Webb County, Texas,

Tract II: 9.86 acres, more or less, part being out of a 25.702 acre tract recorded in Vol. 1247, Pages 127-130, Webb County Deed Records, and being out of an 128.09 acre tract recorded in Vol. 410, Pages 79-81, Webb County Deed Records and situated in Porcion 32, out of Part A-1, Share 1, of L.E. Bruni Estate more particularly described on attached, Exhibits "A" and "B".

**XI. MOTIONS**

17. Authorizing the City Manager to advertise the sale of "the surface only" of a surplus tract of land valued at \$197,536.00, through the solicitation of bids from the general public. The property is located at 1309 Zaragoza Street and legally described as Lot 4, Block 23, Western Division. **(Approved by Operations Committee)**

18. Authorizing the City Manager to enter into contract with the La Terraza at Lomas del Sur, Ltd., for \$1,200,000.00 from 2010 HOME Investment Partnerships Program Income. Said funds will be in support of the "La Terraza", a Texas Department of Housing and Community Affairs Low-

Income Housing Tax Credit Project consisting of a one hundred twenty eight (128) multi-family unit rental housing project. Funds are available in the Community Development Budget HOME Investment Affordable Housing account. **(Approved by Operations Committee)**

19. Authorizing the City Manager to amend the City of Laredo's 2010 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$891,380.00. It is proposed that the funds be utilized to create the following projects:

- 1) Santo Niño Elementary Park Improvements (\$143,425.00);
- 2) Vista Nueva Park Improvements (\$103,500.00);
- 3) Santa Fe Splash Park Project (\$210,700.00);
- 4) Taylor Park Parking Lot (\$79,000.00);
- 5) Sanchez Ochoa Park Shade Structure (\$75,000.00);
- 6) Dr. Cecilia Moreno Park Shade Structures (\$30,000.00);
- 7) Pepe Moreno Park Basketball Dome (\$214,755.00); and,
- 8) Eistetter Toddler Basketball Court Shade Structure (\$35,000.00).

It is further proposed that the newly created projects be funded using a total of \$891,380.00, by cancelling projects that are no longer viable, and through the use of fund balances from completed projects from the 30<sup>th</sup> through 36<sup>th</sup> Action Year (AY) as listed below:

**CDBG PROJECT FUND BALANCES**

	<u><b>30<sup>th</sup> AY</b></u>
Housing Rehabilitation Administration	\$1.00
Monterrey St. Acquisition	\$1.00
Lafayette Spray Park Improvements	<u>\$1.00</u>
<b>Total 30<sup>th</sup> AY Fund Balances</b>	<b>\$3.00</b>

	<u><b>31<sup>st</sup> AY</b></u>
Lafayette Park Hockey Ring	<u>\$1.00</u>
<b>Total 31<sup>st</sup> AY Fund Balances</b>	<b>\$1.00</b>

	<u><b>32<sup>nd</sup> AY</b></u>
Housing Rehabilitation Administration	\$141.00
Code Enforcement	<u>\$ 1.00</u>
<b>Total 32<sup>nd</sup> AY Fund Balances</b>	<b>\$142.00</b>

	<u><b>33<sup>rd</sup> AY</b></u>
CD Administration	<u>\$272.00</u>
<b>Total 33<sup>rd</sup> AY Fund Balances</b>	<b>\$272.00</b>

	<u><b>34<sup>th</sup> AY</b></u>
Graffiti Removal	\$1.00
Azteca Splash Park	<u>\$142.00</u>
<b>Total 34<sup>th</sup> AY Fund Balances</b>	<b>\$143.00</b>

<u>35<sup>th</sup> AY</u>	
CD Administration	\$37,616.00
Housing Rehabilitation Administration	\$23,981.00
Code Enforcement	\$26,208.00
Graffiti Removal	<u>\$28,046.00</u>
<b>Total 35<sup>th</sup> AY Fund Balances</b>	<b>\$115,851.00</b>

<u>36<sup>th</sup> AY</u>	
Alex Emergency Assistance	<u>\$23,518.00</u>
<b>Total 36<sup>th</sup> AY Fund Balances</b>	<b>\$23,518.00</b>

**TOTAL FUND BALANCES** **\$139,930.00**

### CANCELLED PROJECTS

<u>32<sup>nd</sup> AY</u>	
Heritage Park Improvements	<u>\$ 50.00</u>
<b>Total 32<sup>nd</sup> AY Cancelled Projects</b>	<b>\$ 50.00</b>

<u>35<sup>th</sup> AY</u>	
Alex Emergency Flood Repairs	\$140,000.00
Heritage Park Improvements	\$110,700.00
Santa Fe Secondary Baseball Field	\$210,700.00
Freddie Benavides Shade Structure	<u>\$ 75,000.00</u>
<b>Total 35<sup>th</sup> AY Cancelled Projects</b>	<b>\$536,400.00</b>

<u>36<sup>th</sup> AY</u>	
Heritage Park Improvements	<u>\$215,000.00</u>
<b>Total 36<sup>th</sup> AY Cancelled Projects</b>	<b>\$215,000.00</b>

**TOTAL CANCELLED PROJECTS** **\$751,450.00**

**TOTAL FUNDS TO BE REPROGRAMMED** **\$891,380.00**  
**(Approved by Operations Committee)**

20. Award of construction contract to the lowest bidder, ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$145,611.50 for the CDBG Sidewalks Project No. 39 (23 Blocks) – District IV with a construction contract time of seventy (70) working days; and, authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Community Development Block Grant – 35<sup>th</sup> Action Year/2009 Grant.  
**(Approved by Operations Committee)**
  
21. Consideration for approval of change order no. 1 an increase of \$950,000.00 to the Design/Build contract with Landscape Unlimited, L.L.C.,

Lincoln, NE, for the Max A. Mandel Municipal Golf Course to increase the budget allowance for design and construction of a larger clubhouse and related site development. Current contract amount with this change order is \$7,500,000.00. Funding is available in the 2009 Tax C.O. Issue, 2010 Tax C.O. Issue, 2007 C.O. Bond and Sewer System. **(Approved by Operations Committee)**

22. Award of construction contract to the lowest bidder DEH Construction Co., L.L.C., Laredo, Texas, in the amount of \$369,903.23 for the El Eden Community Park Improvements Project to include the base bid minus alternates no. 4 (toilets), no. 5 (palapa/grills), no. 6 (parking) and no. 7 (landscaping), but to include alternates no. 1 (lighting), no. 2 (fencing), no. 3 (basketball courts) and no. 8 (irrigation/sprinkler). Construction contract time is one hundred thirty (130) working days; and, authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for March 16, 2012. Funding is available in the 2006 CO, 2007 CO and Community Development. **(Approved by Operations Committee)**
23. Consideration to award contract number FY11-100 to the low bidder, Quantum Electric Company, Laredo, Texas, in the amount of \$84,134.60 for a complete lighting system for Base 6 Softball Field located at 5200 Daughterty Avenue. Funding is available in the 2010 C.O. Issue-District V Park Improvements account. **(Approved by Operations Committee)**
24. Consideration for approval of the Industrial Streets Project Control Section Job: 0922-33-132 which includes street reconstruction within the areas of Unitec Industrial Center – District VII as complete, and approval of change order no. 3, a decrease of \$62,489.10 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$193,107.33 to Reim Construction, Inc., Alton, Texas. Final construction contract amount is \$3,441,987.40. Funding is available in the Capital Grants Fund. **(Approved by Operations Committee)**
25. Consideration for approval of amendment no. 3, an increase of \$55,358.00 to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation for further coordination with Union Pacific Railroad for two (2) new driveways at the Calton/Santa Maria intersection, design of a railroad signal arm crossing, environmental update to include additional right-of-way, updating surveying map and description for acquisition at the Agustin Maldonado, Jr., property, design of the new driveways, performance traffic analysis, revision of storm sewer to allow access to driveways, and update temporary/permanent pavement markings. These additional services are eligible for reimbursement by the Texas Department of Transportation and the City is authorized to proceed to amend the contract. Current engineering contract amount including this amendment no. 3 is \$1,750,422.14. Funding is

available in the Capital Improvement Fund. **(Approved by Operations Committee)**

26. Consideration for approval of the World Trade Bridge U.S. Customs Inspection Station Expansion Project as complete, and approval of change order no. 2, a decrease of \$398,682.90 for a credit remaining in the contingency allowance, release of retainage and approval of final payment in the amount of \$211,065.86 to Leyendecker Construction, Inc., Laredo, Texas. Final construction contract amount is \$4,221,317.10. Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond. **(Approved by Operations Committee)**
27. Consideration for approval of change order no. 1 to add eighty (80) calendar days to the construction contract time with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade/Columbia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities to add independent electrical meters and associated electrical modifications. Current construction contract amount is \$1,700,000.00. Current construction contract time with this change order is two hundred (200) calendar days. Completion date for the project is scheduled for September 10, 2011. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond. **(Approved by Operations Committee)**
28. Consideration to award an annual supply contract number FY11-095 to the low bidder, IPC (USA) Inc., Irvine, California, in the estimated annual amount of \$5,000,000.00 for the purchase of unleaded and diesel fuel for the City's automotive fleet. Funding is available in the Fleet Maintenance Fund. **(Approved by Operations Committee)**
29. Consideration to amend annual supply contract number FY10-066 awarded to the low bidder, Arguindegui Oil Co., Laredo, Texas, for the purchase of unleaded and diesel fuel for the City of Laredo's fleet by increasing the contract award in the amount of \$400,000.00 to cover the cost to purchase fuel until August 20, 2011. The new contract amount will be \$4,775,000.00. The contract amount is being modified as a result of an industry wide increase in the cost of automotive fuel. Funding is available in the Fleet Maintenance Fund. **(Approved by Operations Committee)**
30. Consideration to authorize a purchase contract with Philpott Motors, Nederland, Texas, for the acquisition of five (5) police pursuit vehicles for the Police Department in the total amount of \$139,033.75. Funding for these vehicles is available from the Stone Garden grant proceeds. **(Approved by Operations Committee)**
31. Authorizing the City Manager to execute a Memorandum of Understanding Agreements between the City of Laredo Health Department and the following entities: Gastroenterology Consultants of Laredo for up to \$100,000.00; Medical Imaging Diagnostic Associates for up to \$60,000.00; and Dr. Luis F. Velez, M.D. for up to \$50,000.00 for the continuation of the

Cancer Prevention Institute of Texas (CPRIT) Project Year II, to conduct early cancer detection prevention, health education and diagnostic procedures. The term period is from August 01, 2011 to July 31, 2012 and renewable for one (1) year contingent on funding availability. **(Approved by Operations Committee)**

- 32. Authorizing the City Manager to execute a contract between the City of Laredo (City), South Texas Development Council (RPC), and Commission on State Emergency Communications (CSEC) for the period beginning September 1, 2011 and ending August 31, 2013 to administer the 9-1-1 program on behalf of the RPC for the Counties of Jim Hogg, Starr, Webb and Zapata. **(Approved by Operations Committee)**
- 33. Authorizing the City Manager to execute all necessary interlocal agreements with Webb County, Jim Hogg County, Starr County & Zapata County and the City of Laredo within the 9-1-1 system and responsibilities for the Counties of Webb, Zapata, Jim Hogg and Starr. **(Approved by Operations Committee)**
- 34. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of July 2011, represent a decrease of \$3,087.44. These adjustments are determined by the Webb County Appraisal District and by court orders.

**XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

35.

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

- 1. Discussion with possible action to establish a task force to create a direct working partnership with Eagle Ford Shale representatives to enhance business opportunities in our community. **(Co-Sponsored by Council Member Mike Garza)**
- 2. Discussion with possible action on ongoing efforts to promote the City of Laredo's image in a positive way, as a safe and business friendly community.

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

- 1. Discussion with possible action regarding the acquisition of property located within the Riverhill Subdivision to be used for a birding/recreation center with budgeted Community Development Block Grant (CDBG) funds as supplemented with District III Discretionary funds not to exceed \$50,000.00.

2. Discussion with possible action to initiate the acquisition of property located in the Santa Rita Subdivision for the construction of a future recreational park.

**C. Request by Council Member Charlie San Miguel**

1. Status report with possible action on traffic safety measures that include traffic calming devices on Del Norte Loop.
2. Status report on the Springfield Extension, with possible action.
3. Discussion with possible action on the acquisition of the drainage easement on Longhorn Drive towards the access of North Central Park.
4. Discussion with possible action concerning the City's sign ordinance.

**D. Request by Council Member Jorge A. Vera**

1. Discussion with possible action to have the Building Department create and maintain a registration system for all contractors conducting business in the City of Laredo.
2. Discussion with possible action to retire the City's "Laredo-Gateway to Mexico" logo and adopt the "Laredo 1755" emblem as the City's official logo.

**E. Request by Council Member Cynthia Liendo Espinoza**

1. Discussion with possible action on requesting a plan of action by U.S. Customs and Border Protection in the event of Mexican Military trespassing into the United States. **(Co-Sponsored by Mayor Raul G. Salinas)**
2. Discussion with possible action on maintaining utilities and tax pay stations at City Hall after the Loop 20 City offices are open. **(Co-Sponsored by Council Member Jorge Vera)**
3. Status report on lease payments for El Portal. **(Co-Sponsored by Mayor Raul G. Salinas)**
4. Discussion with possible action regarding the co-sponsoring of the Gateway Clinic Back to School Health Fair to be held on Saturday, August 20, 2011.

**XIII. 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.

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

- 36. Consideration to award annual supply contract number FY11-096 to the low bidder, IPC (USA) Inc., Irvine, California, in the estimated amount of \$1,700,000.00 for the purchase of unleaded and diesel fuel for the transit system's automotive fleet. Funding is available in the Transit Maintenance Fund. **(Approved by Operations Committee)**
  
- 37. Consideration to award six (6) month supply contracts (FY11-088) for the purchase of motor oil and lubricants for the Laredo Transit Management, Inc., (El Metro) to the low bidders:
  - 1. Arguindegui Oil, Co., Laredo, Texas in the estimated amount of \$16,032.30.
  - 2. Gonzalez Auto Parts, Laredo, Texas in the estimated amount of \$37,337.00.
  - 3. Hollon Oil Co., Weslaco, Texas in the estimated amount of \$4,770.00.
  - 4. Universal Lubricants, L.C.C., Wichita, Kansas in the estimated amount of \$40,775.00.

Funding is available in the Laredo Transit Management, El Metro Operations Fund. **(Approved by Operations Committee)**

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

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, August 10, 2011 at 8:00 p.m.

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**Gustavo Guevara, Jr.**  
City Secretary

**COUNCIL COMMUNICATION**

<p>DATE:</p> <p>8/15/2011</p>	<p><b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b></p> <p>Amend the FY 2011 Financial Task Force and the Public Corruption Task Force Budget by reducing Revenues and Expenditures in the amount of \$ 200,000 in the 2010 award due to a de-obligation from the agency. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding is use to pay personnel salaries, fringe benefits, overtime, travel and operating expenses.</p>																										
<p>INITIATED BY:</p> <p>Cynthia Collazo Deputy City Manager</p>		<p>STAFF SOURCE:</p> <p>Carlos R. Maldonado Chief of Police</p>																									
<p>PREVIOUS COUNCIL ACTION:</p> <p>Council approved Final Reading# 2010- O-040 on April 19, 2010.</p>																											
<p>ACTION PROPOSED:</p> <p>That City Council pass this Public Hearing</p>																											
<p>BACKGROUND:</p> <p>The City of Laredo has been the Grantee agency for the past twenty years for the South Texas High Intensity Drug Trafficking Area (STX HIDTA) the Laredo Police Financial Narcotics Task Force and The Drug Related Public Corruption Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA). The de-obligation of funds is based on a STX HIDTA committee decision due to a fiscal necessities throughout the South Texas HIDTA region, and this is a one-time de-obligation request therefore this action will not affect the baseline budget in the future years.</p>																											
<p>FINANCIAL:</p> <table border="1"> <thead> <tr> <th></th> <th>Original Budget</th> <th>Proposed Budget</th> <th>Budget Amendment</th> </tr> </thead> <tbody> <tr> <td>Revenues:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>South Texas HIDTA</td> <td>836,036</td> <td>636,020</td> <td>(200,000)</td> </tr> <tr> <td>Expenditures:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Financial Task Force</td> <td>836,020</td> <td>636,020</td> <td>(200,000)</td> </tr> <tr> <td>Totals</td> <td>836,020</td> <td>636,020</td> <td>(200,000)</td> </tr> </tbody> </table>					Original Budget	Proposed Budget	Budget Amendment	Revenues:				South Texas HIDTA	836,036	636,020	(200,000)	Expenditures:				Financial Task Force	836,020	636,020	(200,000)	Totals	836,020	636,020	(200,000)
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<p>RECOMMENDATION:</p>		<p>STAFF:</p> <p>Staff recommends that this Public Hearing be passed.</p>																									

## ORDINANCE

**Amend the FY 2011 Financial Task Force and the Public Corruption Task Force Budget by reducing Revenues and Expenditures in the amount of \$200,000 in the 2010 award due to a de-obligation from the agency. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding is use to pay personnel salaries, fringe benefits, overtime, travel and operating expenses.**

**Whereas**, the City Council previously adopted the budget for fiscal year 2010-2011; and

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

**Whereas**, the revenues and expenditures will be reduce due to a de-obligation from the agency; and

**Whereas**, funds will be used to pay personnel salaries, for three (3) Laredo Police Investigators, two (2) Zapata County Sheriff's Investigators, two (2) Webb County Sheriff's Investigators, One (1) full time Police Department Administrative assistant II, one (1) part time Zapata County Admin staff for travel and operational expenses for the above; and

**Whereas**, the City of Laredo full time equivalents for 223-2391 reflects three (3) investigators, and one (1) Administrative Assistant II.

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

Section 1: Amend the FY 2011 Financial Task Force and the Public Corruption Task Force Budget by reducing Revenues and Expenditures in the amount of \$ 200,000 in the award 2010 due to a de-obligation of the agency. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding is use to pay personnel salaries, fringe benefits, overtime, travel and operating expenses.

Section 2: the City of Laredo full time equivalents for 223-2391 reflects: three (3) investigators, one (1) Administrative Assistant II

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  
*Asst.* CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/2011	<b>SUBJECT: PUBLIC HEARING / INTRODUCTORY ORDINANCE</b>  Accepting a grant awarded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) and amending the City Of Laredo FY 200-2011 budget by increasing revenues and expenses in the amount of \$ 69,000.00 Funds will be used to pay overtime expenses for a special operation from January 1, 2011 through December 31, 2011. Fringe benefits will be funded from the program income division.																																		
<b>INITIATED BY:</b> Cynthia Collazo, Assistant City Manager		<b>STAFF SOURCE:</b> Carlos Maldonado, Chief of Police																																	
<b>PREVIOUS COUNCIL ACTION:</b> Council approved Final Reading # 2008-O-144 on July 21, 2008.																																			
<b>BACKGROUND:</b>  The City of Laredo has been the Grantee agency for the past twenty years for the South Texas High Intensity Drug Trafficking Area (ST HIDTA) Laredo (HIDTA) Financial Narcotics Enforcement Team. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.  The Executive Office of the President of the United States, Office of National Drug Control Policy, South Texas High Intensity Drug Trafficking Area has awarded the City of Laredo a grant in the amount of \$69,000 for a special operation. This overtime funding will primarily target drug trafficking and money laundering organizations. This award is in addition to the annual Financial Task Force grant. Program income (already grantor approved) will be used for fringe benefit costs.																																			
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<b>COMMITTEE RECOMMENDATION:</b>  N/A		<b>STAFF RECOMMENDATION:</b>  Recommends Pass and Approve this Ordinance.																																	

## **ORDIANCE**

Accepting a grant awarded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) and amending the City Of Laredo FY 200-2011 budget by increasing revenues and expenses in the amount of \$ 69,000.00 Funds will be used to pay overtime expenses for a special operation from January 1, 2011 through December 31, 2011. Fringe benefits will be funded from the program income division.

**Whereas**, the City Council previously adopted the budget for fiscal year 2010-2011; and

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

**Whereas**, funds will be used to pay law enforcement overtime for the Laredo (HIDTA) Financial Narcotics Enforcement Team; and

**Whereas**, the City of Laredo full time equivalents for 223-2391 reflects: (3) three Laredo Police Department Investigators, and (1) Administrative Assistant II.

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

Section 1: the Laredo (HIDTA) Financial Narcotics Enforcement Team grant be accepted in the amount of \$905,020

Section 2: Amending the City of Laredo FY 2010-2011 Financial Task Force Budget by increasing in the amount of \$69,000 to fund the Laredo (HIDTA) Financial Narcotics Enforcement Team and amend the original budget. Funds will be used to pay overtime expenses beginning January 1, 2011 through December 31, 2011.

Section 3: The City of Laredo full time equivalents for 223-2391 reflects: the City of Laredo full time equivalents for 223-2391 reflects: (3) three Laredo Police Department Investigators, and (1) Administrative Assistant II.

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

\_\_\_\_\_  
VALERIA M. ACEVEDO  
CITY ATTORNEY

**COUNCIL COMMUNICATION**

<b>DATE:</b>  <b>08/15/2011</b>	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</b> AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) OFFICE OF BORDER HEALTH (OBH) EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS) PROJECT IN THE AMOUNT OF \$75,000.00. DUE TO A BUDGET REDUCTION AND DECREASING THE CITY OF LAREDO HEALTH DEPARTMENT FY 2011-2012 ANNUAL BUDGET BY \$96,282.00 (\$75,000.00 IN DIRECT FUNDS AND \$7,718.00 IN-KIND MATCH) FOR THE TERM PERIOD OF AUGUST 1, 2011 THROUGH JULY 31, 2012. <b>(AS AMENDED)</b>
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Hector F. Gonzalez, M.D., M.P.H. Health Director
<b>PREVIOUS COUNCIL ACTION: On August 16, 2010 Council approved Ordinance 2010-O-105.</b>	
<b>BACKGROUND:</b> <p>The Texas Department of State Health Services 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 Public Health Preparedness (PHP) services.</p> <p>The City of Laredo Health Department initiated the local public health preparedness and prevention services, in particular surveillance, enhanced reporting, and rapid response to all hazards. The PHP plan is federally funded and can only be used for developing disease surveillance infrastructure, preparedness planning, response and training. The PHP services include the counties of Webb, Zapata, Jim Hogg, and Duval.</p> <p>These funds will support the Health Department to continue to perform activities in support of the Texas Department of State Health Services Centers for Disease Control and Prevention (CDC) for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement. The Department shall assist DSHS in the implementation of Centers for Disease Control and Prevention (CDC) Early Warning Infectious Disease Surveillance (EWIDS) and health and epidemiological data development and exchange along the Texas-Mexico border through active surveillance, exercises, and training of personnel providing early detection, reporting and rapid response to all public health hazards.</p>	
<b>FINANCIAL:</b> The City of Laredo will receive a total of \$75,000.00 from the Texas Department of State Health Services in direct funds and will contribute \$7,718.00 as in-kind match for the term period of August 1, 2011 through July 31, 2012. The expense account 226-6013 HEEW04 will decrease by \$96,282.00. The revenue account 226-0000-323-4006 will decrease by \$96,282.00.	
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> Recommends that Council introduce the ordinance.

## OBH-EWIDS – BUDGET

CATEGORIES	APPROVED BUD.	
REVENUES		
GRANT REVENUES	\$	75,000
IN-KIND MATCH	\$	7,718
TOTAL REVENUES	\$	82,718
EXPENSES		
PERSONNEL	\$	47,825
FRINGE BENEFITS		23,987
TRAVEL		1,491
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		
OTHER		1,697
SUB-TOTAL	\$	75,000
IN-KIND MATCH	\$	7,718
TOTAL	\$	82,718

## ORDINANCE

**AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) OFFICE OF BORDER HEALTH (OBH) EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS) PROJECT IN THE AMOUNT OF \$75,000.00. DUE TO A BUDGET REDUCTION AND DECREASING THE CITY OF LAREDO HEALTH DEPARTMENT FY 2011-2012 ANNUAL BUDGET BY \$96,282.00 (\$75,000.00 IN DIRECT FUNDS AND \$7,718.00 IN-KIND MATCH) FOR THE TERM PERIOD OF AUGUST 1, 2011 THROUGH JULY 31, 2012. (AS AMENDED)**

**WHEREAS**, The Texas Department of State Health Services 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 Public Health Preparedness (PHP) services; and

**WHEREAS**, the PHP plan is federally funded and can only be used for developing disease surveillance infrastructure, preparedness planning, response and training. The PHP services include the counties of Webb, Zapata, Jim Hogg, and Duval; and

**WHEREAS**, these funds will support the Health Department to continue to perform activities in support of the Texas Department of State Health Services Centers for Disease Control and Prevention (CDC) for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement. The Department shall assist DSHS in the implementation of Centers for Disease Control and Prevention (CDC) Early Warning Infectious Disease Surveillance (EWIDS) and health and epidemiological data development and exchange along the Texas-Mexico border through active surveillance, exercises, and training of personnel providing early detection, reporting and rapid response to all public health hazards.

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

**Section 1:** Authorizing the City Manager to accept the contract and reducing the City of Laredo Health Department FY 2011-2012 annual budget in the amount of \$96,282.00 for a total of \$75,000.00 from the Texas Department of State Health Services-Office of Border Health for the Health Department's Public Health Emergency Preparedness-Early Warning Infectious Disease Surveillance (EWIDS) program and will contribute \$7,718.00 as in-kind match for the term period of August 1, 2011 through July 31, 2012.

**Section 2:** The revenue account 226-0000-323-4006 is decreased by \$96,282.00.

**Section 3:** Expenditure division is 226-6013 and project number is HEEW04 is decreased by \$96,282.00.

**Section 4:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR**

**ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038682 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$75,000.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 08/01/2011 and ends on 07/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Program Attachments:  
  
2011-038682-001 Office of Border Health
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LAREDO  
Address: PO BOX 579  
LAREDO, TX 78042-0579  
Vendor Identification Number: 17460015732021

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LAREDO

By: \_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

Carlos Villarreal, City Manager  
\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

1110 Houston St.  
\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

Laredo, Texas 78040  
\_\_\_\_\_  
City, State, Zip

(512) 458-7470

(956) 791-7302  
\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

cvillarrea@ci.laredo.tx.us  
\_\_\_\_\_  
E-mail Address for Official Correspondence

City of Laredo

By: \_\_\_\_\_ Date  
Carlos Villarreal  
City Manager  
1110 Houston Street  
Laredo, Texas 78040  
(956) 791-7302  
Email: cvillarreal@ci.laredo.tx.us

RECOMMENDED

By: \_\_\_\_\_ Date  
Hector F. Gonzalez, M.D., M.P.H.  
Director of Health  
City of Laredo Health Department  
2600 Cedar Ave.  
Laredo, Texas 78040  
(956) 795-4900  
Email: hgonzalez@ci.laredo.tx.us

APPROVED AS TO FORM

By: \_\_\_\_\_ Date  
Raul Casso  
City Attorney

ATTESTED

By: \_\_\_\_\_ Date  
Gustavo Guevara, Jr.  
City Secretary

CONTRACT NO. 2011-038682  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000375790

CONTRACTOR: CITY OF LAREDO

DSHS PROGRAM: Office of Border Health

TERM:08/01/2011 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period (BP) 11 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (PHEP) (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through the maintenance and support of routine surveillance and detection systems.

Contractor will accomplish this through various activities including:

1. Training of personnel in response and epidemiological investigation processes.
2. Strengthen and expand the surveillance and detection systems.
3. Respond to incidents of public health significance.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

- Budget Period 11 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance ([http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP\\_BP10\\_Guidance\\_5-01-09.pdf](http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf))
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The CDC PHEP BP11 Extension funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Contractor is required to provide matching funds for CDC PHEP BP11 Extension not less than 10% of costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/docs/2009Original.doc>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget and PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

The following documents are incorporated by reference and made a part of this Program Attachment:

- FY 2012 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2012 Applicant Information and Budget Detail for FY 2012.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

#### SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS) Budget Period (Aug.2011 to July 2012).

All activities in the Exhibit A, FY 2012 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2012.

Contractor shall submit all quarterly progress reports and supporting documentation within 30 days of the end of each quarter, plus any additional programmatic reports by electronic mail to [PHP@dshs.state.tx.us](mailto:PHP@dshs.state.tx.us) and [kathie.martinez@dshs.state.tx.us](mailto:kathie.martinez@dshs.state.tx.us).

#### SECTION III. SOLICITATION DOCUMENT:

Exempt; Governmental entity.

#### SECTION IV. RENEWALS:

None

#### SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment by submitting the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, Contractor shall submit the Match/Reimbursement Certification (Form B-13a) and the Financial Status Report (FSR-269A) on a quarterly basis. Voucher and supporting documentation shall be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940  
Department of State Health Services  
1100 West 49<sup>th</sup> Street  
PO Box 149347  
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (B13-a), and Financial Status Report (FSR-269A) to the Claims Processing Unit is (512) 458-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

SECTION VII. BUDGET:

SOURCE OF FUNDS: 93.069

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the attached Exhibit A.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly

basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Terms** Article, **Amendment** Section, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection a) is revised to read as follows:

- a) provided that the total budget amount is unchanged: (1) cumulative budget transfers among direct cost categories, other than equipment, that exceed 10% of Program Attachments of \$100,000 or more, and (2) cumulative transfers from or to the equipment category under 10% of any Program Attachment (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract);

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection e) is revised to read as follows:

- e) changes in the equipment category of a previously approved equipment budget;

2011-038682-001

Categorical Budget:

PERSONNEL	\$53,410.00
FRINGE BENEFITS	\$26,120.00
TRAVEL	\$1,491.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$1,697.00
TOTAL DIRECT CHARGES	\$82,718.00
INDIRECT CHARGES	\$0.00
TOTAL	\$82,718.00
DSHS SHARE	\$75,000.00
CONTRACTOR SHARE	\$7,718.00
OTHER MATCH	\$7,718.00

Total reimbursements will not exceed \$75,000.00

# EXHIBIT A

FY2012

**PUBLIC HEALTH EMERGENCY PREPAREDNESS WORK PLAN FOR LOCAL HEALTH DEPARTMENTS  
PROJECT PERIOD EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS)**

## **DEFINITIONS**

**IMPLEMENTATION** - includes all steps necessary to complete the tasks; installation, training, and technical assistance.

**PUBLIC HEALTH** - Public health is the effort to protect, promote, maintain and restore a population's health.

**PUBLIC HEALTH EMERGENCY** - An immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

**PUBLIC HEALTH INFORMATION NETWORK (PHIN)** – Proposed to advance a fully capable and interoperable information system for public health. PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

**PUBLIC HEALTH PREPAREDNESS** - Public health preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

**STANDARD OPERATING GUIDELINES (SOG)/STANDARD OPERATING PROCEDURES (SOP)** - Approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

## CDC PREPAREDNESS GOAL 2: PREVENT

**GOAL: Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.**

### 2A: Target Capability: Intelligence/Information Sharing and Dissemination

#### MEASURE

- 1) Time to have a knowledgeable public health professional respond 24/7 to a call about an event that may be of urgent public health consequence. **Jurisdictional Target - Mean = 15 minutes**
- 2) Time to initiate an epidemiologic investigation of an event that may be of urgent public health consequence. **Jurisdictional Target - mean = 1 hour from notification of an event that may be of urgent public health consequence.**
- 3) Percent of Pulsed Field Gel Electrophoresis (PFGE) sub-typing data results submitted to the PulseNet national database within 96 hours of receiving isolate at the laboratory. **Jurisdictional Target - 90% of PFGE sub-typing data results are submitted to PulseNet within 96 hours.**

REQUIRED CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
<p>Critical Task (CT) 2: Work with states and provinces across the international border to develop and agree on a list of notifiable conditions and distinguish between select conditions that require immediate reporting to the public health agency (at a minimum, CDC Category A agents) and conditions for which a delay in reporting is acceptable. For those where a delay is acceptable, describe time frames for notification.</p> <p>CT 3: Develop or improve infectious disease surveillance in a uniform manner along and across the international border by establishing a network of hospitals, clinics, epidemiologists and laboratories to conduct active sentinel surveillance for emerging infectious diseases and syndromes such as SARS, West Nile Virus, and fever and</p>	<p>CT 2: Continue to work with state and local government on both sides of the Texas Mexico border to review annually the agreed upon binational list of notifiable conditions and refine the process of information sharing.</p> <p>CT 3: Continue to work with state and local government on both sides of the Texas Mexico border to conduct active sentinel surveillance for emerging diseases, continue to use early event detection systems currently in place along the Texas/Mexico border, assist in the deployment of early event detection systems in OASPR funded hospitals along the Texas/Mexico border and work to enhance active</p>

rash syndromes.

CT 6: Assess the timeliness and completeness of your reportable disease surveillance system at least once a year for detecting and reporting outbreaks of infectious diseases in the border region.

CT 7: Formulate, develop and, when feasible, test a binational 24/7 infectious disease reporting plan that extends its coverage area to jurisdictions on both sides of the border. State, provincial and/or priority local/tribal public health agencies develop/implement a cross-border early event detection system that:

- receives immediately notifiable condition and emergent public health threat reports 24/7/365
- immediately notify the agency-designated public health professional 24/7/365
- have the agency-designated public health professional promptly respond to immediately notifiable condition or emergency public health threat reports 24/7/365
- receive reportable disease reports 24/7/365

CT 8: Conduct joint, cross-border assessments of information technology capabilities essential to infectious disease surveillance.

CT 9: Collaborate with public health officials in border jurisdictions to identify how infectious disease outbreak information can be most rapidly and effectively shared across the border. Together, border jurisdictions should explore the interoperability of information technology systems, i.e., the ability of different types of computers, networks, operating systems, and applications to work

surveillance projects along the Texas/Mexico border.

CT 6: Develop and implement a quality assurance process based on standardized guidelines to assess annually the timeliness and completeness of disease surveillance systems.

CT 7: Work with state and other local governments to promote the increase of connectivity to rural hospitals and clinics along the Texas/Mexico border and to promote the use of the Public Health Information Network to create additional peer to peer links along and across the Texas/Mexico border.

CT 7a: Annually test the 24/7 infectious disease reporting plan.

CT 7b: Work with state and other local governments to develop a binational 24/7 infectious disease reporting plan.

CT 8: Work with the state and local governments on both sides of the Texas Mexico border to develop a binational assessment of information technology capabilities.

CT 9: Work with the state and local governments on both sides of the Texas Mexico border to identify how infectious disease outbreak information is currently shared and increase the interoperability of information technology systems.

together effectively. Jurisdictions on both sides of the border should work towards ensuring the connectivity and interoperability, both vertically and horizontally, of their surveillance and epidemiology relevant information technology (IT) systems.

CT10: Working with jurisdictions across the border, establish a secure, Web-based communications system that provides for rapid and accurate reporting and discussion of disease outbreaks and other acute health events that might suggest bioterrorism. Include provision for routine communications (e.g., Web, e-mail) and contingency plans for communication systems' failure and alert capacity for emergency notification (e.g., phone, pager) of key staff of counterpart agency across the border.

CT11: Work with states, tribes and provinces along the international border to help train personnel regarding notifiable diseases, conditions, syndromes and their clinical presentations, and reporting requirements and procedures, including those conditions and syndromes that could indicate a bioterrorist event.

CT12: Conduct joint infectious disease surveillance exercises involving a broad range of appropriate participants from both sides of the international border. This exercise should involve not only border health departments but, where feasible, local hospitals, tribal and Public Health Service health facilities, hospital laboratories, major community health care institutions, emergency response agencies, and public safety agencies in order to respond in a coordinated manner.

CT 10: Work with state and other local governments to promote the use of Epi-X along the Texas/Mexico border and participate in the joint effort in writing the contingency plan for redundant communication systems.

CT 11: Participate in exercises and trainings occurring along the Texas Mexico border.

CT 12: Continue to participate in joint infectious disease surveillance exercises. Track training participation.



## CDC PREPAREDNESS GOAL 5: INVESTIGATE

Goal: Decrease the time to identify causes, risk factors, and appropriate interventions for those effected by threats to the public's health

<b>TARGET CAPABILITY 5A: Epidemiological Surveillance and Investigation</b>	
<b>PERFORMANCE MEASURES:</b>	
1) Time for state public health agency to notify local public health agency, or local to notify state, following receipt of a call about an event that may be of urgent public health consequence. <b>Jurisdictional Target: Mean = 60 minutes from notification of an event that may be of urgent public health consequence</b>	
<b>CRITICAL TASKS DEFINED IN CDC GUIDANCE</b>	<b>PERFORMING AGENCY REQUIRED ACTIVITIES</b>
<p>CT 1: Develop the capability to undertake joint epidemiological investigations of infectious disease outbreaks along the international border. Such capability should include the ability to jointly:</p> <ul style="list-style-type: none"> <li>• assess the seriousness of the threat and rapidly mobilize in response to an emergency</li> <li>• investigate to identify causes, risk factors, and appropriate interventions</li> <li>• coordinate the tracking of victims, cases, contacts, exposures, prophylaxes, treatments, and patient disposition.</li> <li>• contribute information directly to the public, including special populations, that explains and informs about risk and appropriate courses of action.</li> </ul>	<p>CT 1: Continue to receive, evaluate and respond to urgent disease reports on a 24/7/365 basis by maintaining and revising as needed contact protocols, sharing updates with local, regional, and state partners, and assuring public access to reporting resources.</p> <p>CT 1a: Continue to maintain or have access to professional epidemiologist to conduct investigations along the Texas/Mexico border.</p> <p>CT 1b: Continue to provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.</p>

<p>CT 2: Continue to convene binational surveillance and epidemiology planning workshops to discuss and plan cross-border surveillance and/or epidemiology related activities. Such activities should, where feasible, involve a collaborative and regional approach with neighboring US border states, appropriate tribal nations as well as Mexico or Canada (as appropriate).</p> <p>CT 3: Conduct capable field epidemiologic investigations, rapid needs assessments, exposure assessments, and response</p>	<p>CT 2: Continue to participate in the planning and participation of binational and epidemiological workshops annually.</p> <p>CT 3: Continue to maintain or have access to an appropriate level of expertise to conduct epidemiological investigations along the Texas/Mexico border.</p> <p>CT 3a: Provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.</p> <p>CT 3b: Continue to maintain capability to conduct rapid public health needs assessments along the Texas/Mexico border.</p>
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<b>DATE:</b> 08/15/11	<b>SUBJECT: Public Hearing &amp; Introductory Ordinance</b> Amending the City of Laredo fiscal year 2011 Recreation Fund by appropriating \$80,000.00 composed of \$30,000.00 in additional revenues for classes and lessons and a drawdown of \$50,000.00 to cover operational expenditures. Funding is available in the Recreation Fund. <b>(AS AMENDED)</b>
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<b>INITIATED BY:</b> Carlos R. Villarreal, City Manager Horacio A. De Leon, Jr., Assistant City Manager	<b>STAFF SOURCE:</b> Osbaldo Guzman, Parks and Leisure Director Rosario C. Cabello, Finance Director
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**PREVIOUS COUNCIL ACTION:** None

**BACKGROUND:**  
A draw is recommended to cover unanticipated expenses related to various programs offered throughout the eight recreation centers. These include, in part, Zumba, aerobics and martial arts classes. The Department operates on a 60:40 split that allows for 40% collected revenue to remain with the city and 60% to be paid to the instructor. With increased revenue collected, a higher dollar amount from what was budgeted needs to be paid while conversely, an increased amount has been collected.

**FINANCIAL:**

	Amended Budget	Proposed Amended Budget	Amendment
Opening Balance	\$ 191,274	\$ 191,274	
Revenues	147,500	177,500	30,000
Total Available	338,774	368,774	30,000
Operation Expenditures	117,621	197,621	80,000
Closing Balance	<u>\$ 221,153</u>	<u>\$ 171,153</u>	<u>\$ (50,000)</u>

<b>RECOMMENDATION:</b>	<b>STAFF:</b> Recommends Public Hearing and introduction of this ordinance.
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Ordinance No. 2011-O-

AMENDING THE CITY OF LAREDO FISCAL YEAR 2011 RECREATION FUND BY APPROPRIATING \$80,000.00 COMPOSED OF \$30,000.00 IN ADDITIONAL REVENUES FOR CLASSES AND LESSONS AND A DRAWDOWN OF \$50,000.00 TO COVER OPERATIONAL EXPENDITURES. FUNDING IS AVAILABLE IN THE RECREATION FUND. **(AS AMENDED)**

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

WHEREAS, on August 1, 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 in conducting additional programs at the various recreation centers within the Parks and Leisure Services Department operating fund, the proposed budget amendment is hereby proposed.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF LAREDO AND APPROVED BY THE MAYOR ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Raul Casso, City Attorney

## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/2011	<b>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE</b>  Authorizing the issuance of City of Laredo, Texas, Sports Venue Sales Tax Revenue Bonds, Taxable Series 2011, in the estimated principal amount of \$11,295,000.00 to finance a baseball stadium and related infrastructure as a part of the enlarged Laredo Sports Venue Project for the Multipurpose Entertainment Arena and ordaining other matters relating to the subject including authorizing a bond purchase agreement and an official statement, and providing for the security of the bonds and pledging of a sales tax and authorizing amendment to City's budget to appropriate such proceeds for purposes authorized herein.	
<b>INITIATED BY:</b>  Carlos R. Villarreal, City Manager		<b>STAFF SOURCE:</b>  Horacio De Leon, Assistant City Manager Rosario C. Cabello, Finance Director
<b>PREVIOUS COUNCIL ACTION:</b>  Presentation of the Plan of Finance by Noe Hinojosa of Estrada Hinojosa & Co., Inc, on July 5 <sup>th</sup> , 2011.  Public Hearing and Introduction of an Ordinance held on August 15, 2011.		
<b>BACKGROUND:</b>  The City of Laredo will be issuing the Sports Venue Sales Tax Revenue Bonds, Series 2011 for the purpose of acquiring, constructing and equipping a related venue project, to wit: a baseball stadium, as part of the enlarged Laredo Sports Venue Project for the Laredo Entertainment Center, and related infrastructure.		
<b>FINANCIAL:</b>  The principal and interest amount of the bonds will be determined at the time of the sale. The City's Budget will be amended accordingly. Bond proceeds will be recorded in the Baseball Stadium Fund and the General Long Term Debt.		
<b>COMMITTEE RECOMMENDATION:</b> Conduct Public Hearing and Introduce this ordinance.		<b>STAFF RECOMMENDATION:</b> Conduct Public Hearing and Introduce this ordinance.

Draft Dated August 2, 2011

ORDINANCE NO. 2011-\_\_-\_\_

**AUTHORIZING THE ISSUANCE OF CITY OF LAREDO, TEXAS SPORTS VENUE SALES TAX REVENUE BONDS, TAXABLE SERIES 2011, IN THE PRINCIPAL AMOUNT OF \$\_\_\_\_\_ TO FINANCE A BASEBALL STADIUM AND RELATED INFRASTRUCTURE AS A PART OF THE ENLARGED LAREDO SPORTS VENUE PROJECT FOR THE MULTI-PURPOSE ENTERTAINMENT ARENA AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT INCLUDING AUTHORIZING A BOND PURCHASE AGREEMENT AND AN OFFICIAL STATEMENT, AND PROVIDING FOR THE SECURITY OF THE BONDS AND THE PLEDGING OF A SALES TAX AND AUTHORIZING AMENDMENT TO CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN**

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

**WHEREAS**, the City Council of the City of Laredo, Texas (the "*Issuer*"), called an election to approve a sports venue project and authorize the imposition of a sales and use tax for such project pursuant to the provisions of Chapter 334 of the Local Government Code (the "*Act*"); and

**WHEREAS**, at an election held on August 12, 2000, a majority of the citizens of the City voting at said election approved the sports venue project and authorized the City to levy a sales and use tax on the receipts at retail of taxable items within the City at a rate of one-fourth of one percent (the "*Sales Tax*"); and

**WHEREAS**, the initially approved sports venue project was a multi-purpose entertainment arena (the "*Laredo Entertainment Center*") and related infrastructure that was planned for the use of one or more professional or amateur sports events, or other sports events, including promotional events and other civic or charitable events; and

**WHEREAS**, the Issuer has heretofore authorized the following Outstanding Sports Venue Sales Tax Revenue Bonds, which are secured by and payable from the Sales Tax:

**CITY OF LAREDO, TEXAS** Sports Venue Sales Tax Revenue Improvement and Refunding Bonds, Series 2005, dated August 15, 2011 now outstanding in the principal amount of \$29,715,000 (the "*Series 2005 Bonds*");

**WHEREAS**, pursuant to Section 334.0242 of the Local Government Code, the City Council of the Issuer called an election to approve the financing of a related venue project, to wit: a baseball stadium, as a part of the enlarged Laredo Sports Venue Project for the Laredo Entertainment Center, and related infrastructure (the "*Related Venue Project*"); and

**WHEREAS**, at an election held on November 4, 2008, (the "*November 4, 2008 Election*") a majority of the citizens of the City voting at said election approved the Related Venue Project and the financing thereof with the Sales Tax; and

**WHEREAS**, the Issuer has terminated its operating agreement for the Arena, as defined herein, with Arena Ventures, L.L.C. and entered into a new management agreement for the Arena (the "*New Arena Management Agreement*") with SMG, a Pennsylvania general partnership; and

**WHEREAS**, neither the New Arena Management Agreement nor the operations/lease agreement entered into by the City with Laredo Baseball Investors, L.L.C. for the management of the Related Venue Project require the previously created Operating Reserve Account and Renewal and Replacement Account within the Development Fund; and

**WHEREAS**, the previously created Operating Reserve Account and Renewal and Replacement Account within the Development Fund have become inapplicable as described above and as such have been deleted from Section 11 hereof; and

**WHEREAS**, the Issuer now deems it in the best interest of the City to issue the bonds approved herein for the purpose of financing the Related Venue Project; and

**WHEREAS**, the bonds hereinafter authorized are to be issued and delivered pursuant to the Act; and

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

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

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$\_\_\_\_\_ **FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A RELATED VENUE PROJECT, TO WIT: A BASEBALL STADIUM, AS A PART OF THE ENLARGED LAREDO SPORTS VENUE PROJECT FOR THE LAREDO ENTERTAINMENT CENTER, AND RELATED INFRASTRUCTURE (THE "PROJECT").**

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated: "CITY OF LAREDO, TEXAS SPORTS VENUE SALES TAX REVENUE BONDS, TAXABLE SERIES 2011", and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, with the Bonds being dated August 15, 2011 in the respective denominations and principal amounts hereinafter stated, with the Bonds being numbered consecutively from R-1 upward, payable to the respective initial registered owner, being \_\_\_\_\_, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "*Registered Owner*"), and said Bonds shall mature and be payable serially on March 15 thereafter, in the principal amounts, respectively, as set forth in the following schedule:

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Section 3. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity at the following rates per annum, to-wit:

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF

BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration and Transfer. The Issuer shall keep or cause to be kept at the principal corporate trust office of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., DALLAS, TEXAS (the "**Paying Agent/Registrar**"), books or records for the registration of the transfer and exchange of the Bonds (the "**Registration Books**"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for exchange or transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. A form of assignment shall be printed or endorsed on each Bond which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or portions thereof for exchange or transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such exchange or transfer in the Registration Books, and shall make notation of such exchange or transfer in the Assignment section appearing on each Bond to the assignee. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery but the one requesting exchange or such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make exchange or transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. As used herein, the term "**Record Date**" shall mean the last business day of the month next preceding an interest payment date. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment ("**Special Record Date**") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Bond shall be overdue, and the Issuer and the Paying

Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

(d) Replacement of Bonds: Authentication. Each Bond issued and delivered pursuant to this Ordinance may be replaced as provided in this Section and Section 21 of this Ordinance. If any Bond is replaced, the substitute Bond issued in replacement for such Bond, shall be in the denomination of any integral multiple of \$5,000 and have a principal maturity date corresponding to the maturity date of the principal of the Bond it is replacing; and each such Bond shall bear interest at the rate applicable to and borne by the Bond it is replacing. The Paying Agent/Registrar shall replace Bonds as provided herein, and each fully registered bond delivered in replacement of any Bond as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be replaced. Each Bond issued and delivered initially pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each Bond issued in replacement of any Bond or Bonds issued under this Ordinance, there shall be printed a "PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE", in substantially the form set forth in Section 5 of this Ordinance. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above-described Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds, if any, surrendered for replacement. No additional ordinances, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved by order of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, the duty of replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above-described Authentication Certificate, the substitute Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(e) In General. The Bonds originally issued hereunder and all Bonds issued in replacement of any Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Section 5 of this Ordinance.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will pay the reasonable standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. At the time of its appointment, any successor Paying Agent/Registrar shall have a capital stock and surplus aggregating not less than \$25,000,000. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("*DTC Participant*") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

Section 5. FORMS OF BONDS. The forms of all Bonds including those Bonds issued in replacement of any Bond or portion thereof, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Bonds originally issued hereunder, the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

FORM OF BOND

R-1

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA STATE OF TEXAS  
COUNTY OF WEBB  
CITY OF LAREDO, TEXAS  
SPORTS VENUE SALES TAX REVENUE BONDS, TAXABLE SERIES 2011

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP NO.</u>
		August 15, 2011	

ON THE MATURITY DATE specified above, THE CITY OF LAREDO, TEXAS (the "*Issuer*"), being a political subdivision of the State of Texas, hereby promises to pay or to the registered assignee hereof (either being hereinafter called the "*registered owner*") the principal amount of

and to pay interest thereon from the date of the original issue specified above, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above with interest being payable on March 15, 2012, and semiannually on each September 15 and March 15 thereafter; except that if the date of authentication of this Bond is later than April 30, 2012, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

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

for this Bond, it will make available to the Paying Agent/Registrar, from the Interest and Sinking Fund created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds when due.

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

THIS BOND is one of an issue of Bonds initially dated August 15, 2011, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ \_\_\_\_\_ **FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A RELATED VENUE PROJECT, TO WIT: A BASEBALL STADIUM, AS A PART OF THE ENLARGED LAREDO SPORTS VENUE PROJECT FOR THE LAREDO ENTERTAINMENT CENTER, AND RELATED INFRASTRUCTURE.**

ON MARCH 15, 2021, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

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

cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

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

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

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

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond and the Series of which it is a part, together with the outstanding revenue bonds, constitute a special obligation of said Issuer, secured by and payable from a first lien on and pledge of the Sales Tax Revenues as defined in the Ordinance authorizing this Series of Bonds (the "**Bond Ordinance**"), which Sales Tax Revenues shall be deposited by the Issuer in the Interest and Sinking Fund of the Sports Venue Fund for the payment of the principal with interest on the Bonds.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Ordinance, and without obtaining the consent of the holder of this Bond, to issue "**Additional Bonds**", which also may be secured by and payable from a first lien on and pledge of the aforesaid Sales Tax Revenues, in the same manner and to the same extent as this Bond and the Series of which it is a part.

THE HOLDER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation, other than the Sales Tax Revenues and the Bonds are not a debt and do not constitute a claim for payment against the revenues or property of the Issuer other than the Sales Tax Revenues herein pledged.

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

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

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

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

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)



Section 6. DEFINITIONS. As used in this Ordinance, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

- (a) "**Act**" shall mean Chapter 334 of the Texas Local Government Code, as amended.
- (b) "**Additional Bonds**" shall mean the additional revenue bonds which the Issuer reserves the right to issue in the future in accordance with Section 18 of this Ordinance.
- (c) "**Arena**" shall mean the state-of-the-art multipurpose facility with seating capacity of not less than 8,000 fixed seats for WPHL hockey games, with up to an additional 2,000 portable seats for concerts or other events which meets the Quality Arena Standards and which was built with the proceeds of the Series 2001 Bonds.
- (d) "**Bond**" or "**Bonds**" or "**Series 2011 Bonds**" shall mean the *City of Laredo, Texas Sports Venue Sales Tax Revenue Bonds, Taxable Series 2011*, in the aggregate principal amount of \$\_\_\_\_\_, authorized to be issued by this Ordinance.
- (e) "**Bonds Similarly Secured**" shall mean the Previously Issued Bonds, if any, the Bonds and Additional Bonds.
- (f) "**Bond Insurer**" shall mean \_\_\_\_\_, the insurer of the Bonds authorized hereby.
- (g) "**City Council**" shall mean the governing body of the Issuer.
- (h) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.
- (i) "**Comptroller**" shall mean the Comptroller of Public Accounts of the State of Texas, and any successor official or officer thereto.
- (j) "**Depository Bank**" shall mean the official depository bank of the Issuer.
- (k) "**Fiscal Year**" shall mean the fiscal year of the Issuer, being the twelve month period ending September 30 of each year.
- (l) "**Investment Act**" shall mean the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.
- (m) "**Issuer**" shall mean City of Laredo, Texas.
- (n) "**Municipal Bond Insurance Policy**" shall mean the municipal bond insurance policy issued by \_\_\_\_\_ insuring the payment when due of the principal of and interest on the Bonds as provided therein.
- (o) "**Paying Agent/Registrar**" shall mean the financial institution so designated in accordance with the provisions of Section 4 of this Ordinance.
- (p) "**Previously Issued Bonds**" shall mean the outstanding revenue bonds of the Issuer payable from and secured by a first lien on and pledge of the Sales Tax Revenues, being the outstanding

Series 2005 Bonds.

(q) "**Project**" shall have the same meaning given in Section 1 hereof

(r) "**Registered Owner**" shall mean that owner of the Bonds as registered in the "**Registration Books**" maintained by the Paying Agent/Registrar in accordance with the provisions of Section 4 of this Ordinance.

(s) "**Required Reserve Amount**" shall mean average annual principal and interest requirements on the outstanding Bonds Similarly Secured, if any (with scheduled redemption for term bonds, if any, to be considered as the annual principal requirement).

(t) "**Sales Tax Revenues**" shall mean the Sales Tax, less any amounts due or owing to the Comptroller as charges for collection or retention by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retentions are authorized or required by law.

(u) "**Sales Tax**" shall mean the one-fourth of one percent sales and use tax levied by the Issuer within the boundaries of the Issuer as they now or hereafter exist, together with any increases in the aforesaid rate if provided and authorized by the laws of the State of Texas, including specifically the Act, and collected for the benefit of the Issuer and the Project, all in accordance with the Act, as voted on August 12, 2000.

Section 7. PLEDGE. The Bonds Similarly Secured and any Additional Bonds and any interest payable thereon, are and shall be secured by and payable from a first lien on and pledge of the Sales Tax Revenues; and the Sales Tax Revenues are further pledged to the establishment and maintenance of the Interest and Sinking Fund and the Reserve Fund as hereinafter provided. The Bonds Similarly Secured and any Additional Bonds are and will be secured by and payable only from the Sales Tax Revenues and those amounts on deposit in the Interest and Sinking Fund and the Reserve Fund, and are not secured by or payable from a mortgage or deed of trust on any real, personal or mixed properties constituting the Project or any revenues therefrom.

These Bonds are being issued as Additional Bonds and the provisions of this Ordinance from Section 7 through Section 19 are cumulative of the applicable sections in the Ordinance that authorized the Series 2005 Bonds.

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

Section 8. SPORTS VENUE FUND. There has been created and established on the books of the Issuer, and accounted for separate and apart from all other funds of the Issuer, a special fund entitled the "CITY OF LAREDO, TEXAS SPORTS VENUE PROJECT FUND" (hereinafter called the "**Sports Venue Fund**") pursuant to the Act. All Sales Tax Revenues shall be credited to the Sports

Venue Fund immediately upon receipt by the Issuer from the Comptroller. Monies in said Fund shall be maintained by the Issuer at its Depository Bank.

Section 9. INTEREST AND SINKING FUND. For the sole purpose of paying the principal of and interest on the Previously Issued Bonds, the Bonds and any Additional Bonds, as the same come due, there has been created and established on the books of the Issuer a separate fund entitled the "CITY OF LAREDO, TEXAS SPORTS VENUE INTEREST AND SINKING FUND", as a fund of the Sports Venue Fund (hereinafter called the "*Interest and Sinking Fund*") and Mandatory Redemption Account of the Interest and Sinking Fund (hereinafter called the "*Mandatory Redemption Account of the Interest and Sinking Fund*") to contain monies to be used for the prepayment of Previously Issued Bonds and the Bonds subject to Mandatory Redemption. Monies in said Fund shall be maintained by the Issuer at its Depository Bank.

Section 10. RESERVE FUND. There has been created and established on the books of the Issuer a separate fund entitled the "CITY OF LAREDO, TEXAS SPORTS VENUE RESERVE FUND", as a fund of the Sports Venue Fund (hereinafter called the "*Reserve Fund*"). Monies in said Fund shall be used solely for the purpose of retiring the last of any Previously Issued Bonds, the Bonds and Additional Bonds as they become due or paying principal of and interest on any Previously Issued Bonds, the Bonds or Additional Bonds when and to the extent the amounts in the Interest and Sinking Fund are insufficient for such purpose. Monies in said Fund shall be maintained by the Issuer at its Depository Bank.

Section 11. DEVELOPMENT FUND. (a) There has been created and established on the books of the Issuer a separate fund, entitled the "CITY OF LAREDO, TEXAS SPORTS VENUE DEVELOPMENT FUND", as a fund of the Sports Venue Fund (hereinafter called the "*Development Fund*"). The Development Fund shall be held by the Depository Bank and shall be subject to and charged with a lien in favor of the registered owners of the Previously Issued Bonds, the Bonds and Additional Bonds until said monies on deposit therein are paid out as herein provided. The proceeds from the sale of the Bonds, other than any accrued interest (which shall be deposited to the credit of the Interest and Sinking Fund), any proceeds identified in Section 27 hereof to be deposited to the credit of the Reserve Fund, and any proceeds to be credited to the Issuance Account (as provided in Section 27 hereof), for payment of the cost of issuing the Bonds, shall be credited to the Construction Fund of the Development Fund. All interest and profits from investments made with moneys in the Development Fund shall remain on deposit in the Development Fund and as part thereof.

(b) Money in the Development Fund other than the Construction Fund as described below, shall be subject to disbursement by the Issuer's City Manager. The Development Fund shall be established with the following funds and accounts and the Sales Tax Revenues shall be transferred, only after the Interest and Sinking Fund has on deposit sufficient monies to be able to satisfy the next payment of interest and principal of the Bonds and any Previously Issued Bonds and the Reserve Fund contains the Required Reserve Amount required to be on deposit therein, to the following funds and accounts, subject to the following priority, as follows:

(1) CONSTRUCTION FUND. There has been established a Construction Fund with the Depository Bank. The Issuer shall deposit into the Construction Fund \$ \_\_\_\_\_ from the proceeds of the Bonds. The monies may be drawn on by the Issuer's City Manager or Finance Director for the Project. The Issuer, in its discretion, may transfer from the Development Fund into this Fund if directed by the Issuer's City

Manager.

(2) REDEMPTION AND SURPLUS ACCOUNT. There shall be established a Redemption and Surplus Account with the Depository Bank. Those monies on deposit in the Sports Venue Fund which at the end of each Fiscal Year have not been transferred to any of the above Funds or Accounts, shall be deposited into this Account. The Issuer may use these monies only after the Interest and Sinking Fund has on deposit sufficient monies to be able to satisfy the next payment of interest and principal on the Bonds and any Previously Issued Bonds and the Reserve Fund contains the Required Reserve Amount required to be on deposit therein, for the redemption of the Bonds prior to maturity and/or for any other lawful purposes authorized by the Act, including maintenance and operation of the Laredo Entertainment Center and the Related Venue Project pursuant to the November 4, 2008 Election.

Section 12. DEPOSITS OF SALES TAX REVENUES: INVESTMENTS. (a) The Sales Tax Revenue deposited in the Sports Venue Fund pursuant to Section 8 hereof, shall be deposited in the Interest and Sinking Fund, Reserve Fund and Development Fund as required by this Ordinance.

(b) Money in any Fund or Account established by this Ordinance may, at the option of the Issuer, be invested in authorized investments as described in the Investment Act; provided that all such deposits and investments shall have a par value (or market value when less than par) exclusive of accrued interest at all times at least equal to the amount of money credited to such Funds, or Accounts and shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Money in the Reserve Fund shall not be invested in securities maturing later than the final maturity of the Bonds and any Additional Bonds. Such investments shall be valued in terms of current market value as of the last day of each year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at their par or face principal amount. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds, or any Additional Bonds.

Section 13. FUNDS SECURED. Money in all Funds created by this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Issuer.

Section 14. DEBT SERVICE REQUIREMENTS. (a) Promptly after the delivery of the Bonds, the Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund any accrued interest received from the sale and delivery of the Bonds, as described in Section 27 hereof, and any such deposit shall be used to pay the interest next coming due on the Bonds.

(b) The Issuer shall transfer or cause to be transferred Sales Tax Revenues on deposit in the Sports Venue Fund, and deposit to the credit of the Interest and Sinking Fund the amounts, at the times, as follows:

(1) Such amounts, in substantially equal monthly installments, deposited on or before the 10th day of each month hereafter, as will be sufficient, together with other amounts, if any, then on deposit in the Interest and Sinking Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Previously Issued Bonds and Bonds on the next succeeding interest payment date.

(2) Such amounts, in substantially equal monthly installments, deposited on or before the 10th day of each month hereafter, as will be sufficient, together with other amounts, if any, then on deposit in the Interest and Sinking Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Previously Issued Bonds and Bonds on the next succeeding principal payment date.

(3) Such amounts, to satisfy the Mandatory Redemption Account of the Interest and Sinking Fund Schedule for the Bonds, if any.

Section 15. RESERVE FUND REQUIREMENTS. The Issuer has on deposit in the Reserve Fund \$ \_\_\_\_\_. The Issuer will deposit into the Reserve Fund before the delivery of the Bonds, \$ \_\_\_\_\_ so that \$ \_\_\_\_\_ will be on deposit which is the Required Reserve Amount. When and so long as the money and investments in the Reserve Fund are not less than the Required Reserve Amount, with respect to the Bonds Similarly Secured, no deposits need be made to the credit of the Reserve Fund. When and if the Reserve Fund contains less than the Required Reserve Amount due to the issuance of any Additional Bonds, beginning on the 10th day of the month following the delivery of the Bonds to the purchasers thereof, and continuing for sixty months, the Issuer shall transfer or cause to be transferred Sales Tax Revenues on deposit in the Sports Venue Fund, and deposit to the credit of the Reserve Fund an amount equal to 1/60th of the difference determined as of such delivery date between the amount in the Reserve Fund and the Required Reserve Amount. When and if the Reserve Fund at any time contains less than the Required Reserve Amount due to any cause or condition other than the issuance of the Bonds or any Additional Bonds, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, such deficiency shall be made up as soon as possible from the next available Sales Tax Revenues, or from any other sources available for such purpose within 12 months of the date of the related deficiency. The Issuer may withdraw and use, for any purpose not inconsistent with the provisions of the Act, all surplus in the Reserve Fund over the Required Reserve Amount with such surplus to be deposited into the Redemption Account. In addition the Issuer may substitute a surety bond in the amount of all or a portion of the Required Reserve Amount, in place of the monies and investments on deposit or to be deposited in the Reserve Fund.

Section 16. PAYMENT. On or before March 15, 2012, and semiannually on or before each March 15 and September 15 thereafter while any of the Bonds are outstanding and unpaid, the Paying Agent/Registrar shall make payment of the principal of and interest on the Bonds and the Additional Bonds to the holders thereof with funds transferred from the Issuer.

Section 17. DEFICIENCIES. If on any occasion there shall not be sufficient Sales Tax Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Sales Tax Revenues, or from any other sources available for such purpose.

Section 18. ADDITIONAL BONDS. (a) The Issuer shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds (herein called "**Additional Bonds**"), in accordance with law, in any amounts, for purposes of financing of projects (including the Project) under the provisions of the Act, or for the purpose of refunding of any Bond, Bonds Similarly Secured, Additional Bonds or other obligations of the Issuer incurred in connection with the financing of projects under the provisions of the Act. Such Additional Bonds, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with the Bonds, and all other outstanding

Additional Bonds, from a first lien on and pledge of the Sales Tax Revenues.

(b) The Interest and Sinking Fund and the Reserve Fund established by this Ordinance shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each ordinance under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal and interest on said Additional Bonds then being issued, as the same come due; and that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased (if and to the extent necessary) to the new Required Reserve Amount for all Bonds and Additional Bonds which will be outstanding after the issuance and delivery of the then proposed Additional Bonds; and that the required additional amount shall be so accumulated by the deposit in the Reserve Fund of all or any part of said required additional amount in cash immediately after the delivery of the then proposed Additional Bonds, or, at the option of the Issuer, by the deposit of said required additional amount (or any balance of said required additional amount not deposited in cash as permitted above) in monthly installments, made on or before the 10th day of each month following the delivery of the then proposed Additional Bonds, of not less than 1/60th of said required additional amount (or 1/60th of the balance of said required additional amount not deposited in cash as permitted above) and by the securing of a surety bond.

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

(d) No installment, series or issue of Additional Bonds shall be issued or delivered unless:

(i) The Mayor and the City Manager sign a written certificate to the effect that the Issuer is not in default as to any covenant, condition or obligation in connection with all outstanding Bonds Similarly Secured, and the ordinances authorizing same, and that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be therein;

(ii) An independent certified public accountant, or independent firm of certified public accountants, signs a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Additional Bonds, the Sales Tax Revenues were, in her, his or its opinion, at least equal to 1.40 times the average annual principal and interest requirements (computed on a Fiscal Year basis) of all Bonds Similarly Secured to be outstanding after the issuance of the then proposed Additional Bonds; and

(iii) The Additional Bonds are scheduled to mature only on March 15 or September 15 and the interest is scheduled to be paid only on March 15 or September 15.

Section 19. GENERAL COVENANTS. The Issuer further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in every Bond; it will promptly pay or cause to be paid the principal of and interest on every Bond on the dates and in the places and manner

prescribed in this Ordinance and the Bonds; and it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Funds created hereby; and any registered owner of the Bonds may require the Issuer, its officials and employees to carry out, respect or enforce the covenants and obligations of this Ordinance, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its officials and employees, or by the appointment of a receiver in equity.

(b) Legal Authority. It is a duly created and existing municipality, and is duly authorized under the laws of the State of Texas, including the Act, to authorize and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the registered owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) Further Encumbrance. It, while the Bonds or any Additional Bonds are outstanding and unpaid, will not additionally encumber the Sales Tax Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the Issuer to issue revenue bonds payable from a subordinate lien on the Sales Tax Revenues, in accordance with the provisions of the Act, is specifically recognized and retained.

(d) Sale or Disposal of Project. It, while the Bonds or any Additional Bonds are outstanding and unpaid, will not sell, convey, mortgage, or in any manner transfer title to, or otherwise dispose of the Project, or any significant or substantial part thereof, without the approval of the governing body of the Issuer.

(e) Collection of Sales Tax.

(i) The Issuer hereby confirms the earlier levy of the Sales Tax at the rate voted at the election held by and within the Issuer on August 12, 2000, and the Issuer hereby warrants and represents that the Issuer has duly and lawfully ordered the imposition and collection of the Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the Issuer as such boundaries existed on the date of said election and as they may have been expanded thereafter.

(ii) For so long as any Bonds or Additional Bonds are outstanding, the Issuer covenants, agrees and warrants to take and pursue all action permissible under applicable law to cause the Sales Tax, at said rate or at a higher rate if permitted by applicable law, to be levied and collected continuously, in the manner and to the maximum extent permitted by applicable law, and necessary or desirable, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate stated, confirmed and ordered in subsection (e )(i) of this Section to be ordered or permitted so long as any Bonds or Additional Bonds shall remain outstanding.

(iii) If the Issuer shall be authorized hereafter by applicable law to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, the Issuer, to the extent it legally may do so, hereby covenants and agrees to use its best efforts to take such action as may be required by applicable law to

subject such taxable items or transactions to the Sales Tax.

(iv) The Issuer agrees to take and pursue all action permissible under applicable law to cause the Sales Tax to be collected and remitted and deposited as herein required and as required by the Act, at the earliest and most frequent times permitted by applicable law.

(f) Records. It will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities and transactions relating to the Project, the Sales Tax Revenues and the Funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholders.

Section 20. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "**Defeased Bond**") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "**Future Escrow Agreement**") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities (as defined in Subsection (c) below) that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Sales Tax Revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 20(a)(i) or (ii) shall not be irrevocable, provided that in the proceedings providing for such payment arrangements: (1) the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 20(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

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

Section 21. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this

Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(d) of this Ordinance, for Bonds issued in conversion and exchange for other Bonds.

Section 22. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND BOND INSURANCE, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of each Bond issued hereunder and all necessary records and proceedings pertaining to each Bond pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of each Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on each Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on each Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, an appropriate statement of insurance supplied by a municipal bond insurance company providing insurance, if any, covering all or any part of the Bonds may be printed or attached to the Bonds.

Section 23. CONTINUING DISCLOSURE.

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

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

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

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

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

(b) Annual Reports. The Issuer shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2011, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements

and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate of Obligation calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person .

(iii) The Issuer shall notify the MSRB through EMMA, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with Section 10 of this Ordinance that causes Bonds no longer to be outstanding.

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

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

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

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

Section 24. SALE OF BONDS. The Bonds are hereby sold and shall be delivered to \_\_\_\_\_ (the "Underwriter") for the purchase price of \$\_\_\_\_\_ (representing the par amount of the Bonds [plus][less] a net reoffering [premium][discount] of \$\_\_\_\_\_ less an Underwriter's discount on the Bonds of \$\_\_\_\_\_ ) plus interest accrued (accrued interest to be deposited into the Interest and Sinking Fund and premium to be applied for the purposes in the Bonds are being issued) thereon to date of delivery pursuant to the terms and provisions of a Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form attached hereto as Exhibit B, which the Mayor of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of \_\_\_\_\_.

Section 25. APPROVAL OF OFFICIAL STATEMENT. The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The Preliminary Official Statement, dated August \_\_, 2011, is hereby approved and deemed final as of its date, as required by SEC Rule 15-2-12, and the distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 26. INTEREST EARNINGS ON BOND PROCEEDS. The earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other Bonds proceeds as described in Section 1 hereof~ provided that after completion of such project, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that interest earnings on the Bonds proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purpose of this Section.

Section 27. USE OF BOND PROCEEDS. The proceeds from the sale of the Bonds, as a part of the Issuance Account shall be deposited to the credit of the various Funds and Accounts created by this Ordinance as follows:

- (a) In the Interest and Sinking Fund, the accrued interest from the sale of the Bonds, \$ \_\_\_\_\_;
- (b) In the Construction Fund, a part of the Development Fund, \$ \_\_\_\_\_; and
- (c) In the Issuance Account, established herein, at the Paying Agent/Registrar for the payment of the issuance expenses in connection with the sale of the Bonds, \$ \_\_\_\_\_.

[Section 28. INSURANCE.]

Section 29. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority aggregating in principal amount 51% of the aggregate principal amount of the outstanding Bonds, the Registered Owners of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by United States mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least 51 % in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

No amendment or supplement to this Ordinance may be made without prior written consent of Bond Surety.

Section 30. FURTHER PROCEDURES. The Mayor, City Secretary, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates of Obligation shall cease to be such officer before the delivery of the Certificates of Obligation, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 31. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 32. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose

of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Bonds for the purposes authorized herein.

Section 33. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

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PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15<sup>TH</sup>  
DAY OF AUGUST, 2011.

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Raul G. Salinas, Mayor

ATTEST:

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Gustavo Guevara, City Secretary

APPROVED AS TO FORM:



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Raul Casso, City Attorney

## EXHIBIT A

### DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 23 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified below:

*The Issuer's Audit and Appendix A*

Accounting Principles

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

**EXHIBIT B**

**BOND PURCHASE AGREEMENT**

*THE BOND PURCHASE AGREEMENT HAS BEEN OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.*

**EXHIBIT C**

**[INSURANCE COMMITMENT]**

**COUNCIL COMMUNICATION**

<b>DATE:</b> 8/15/11	<b>SUBJECT:</b> PUBLIC HEARING AND INTRODUCTION OF ORD. NO. 2011-O-AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$405,740 INCLUDING A LOCAL MATCH OF \$11,867 AND TO AMEND THE FY 2010-2011 CAPITAL GRANTS FUND BY APPROPRIATING SAID FUNDS FOR A PROPOSED FEASIBILTILITY STUDY TO DETERMINE THE PREFERED LOCATION FOR THE EVENTUAL CONSTRUCTION OF A GRADE SEPARATION OVER THE UNION PACIFIC RAIL LINE, BETWEEN SCOTT AND SANCHEZ STREET. LOCAL MATCH HAS BEEN IDENTIFIED IN THE 2008 C.O. ISSUE. THE GRANT WILL BE ACCOUNTED FOR IN THE CAPITAL GRANTS FUND.
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<b>INITIATED BY:</b> Texas Department of Transportation (TxDOT)	<b>STAFF SOURCE:</b> Horacio De Leon – Assistant City Manager Nathan Bratton, Director of Planning
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**PREVIOUS COUNCIL ACTION:** None.

**BACKGROUND:**

The City of Laredo intends to contract professional services to conduct a feasibility study to determine the preferred location for a possible future bridge structure to cross over the Union Pacific Railroad somewhere between Scott street and Sanchez street. The proposed facility will enhance the safety of the traveling public and increase vehicular mobility. It will be the City’s responsibility to perform all tasks associated with the feasibility project .

In 2006 the City of Laredo received federal earmark funding in the amount of \$362,872 dollars towards the performance of the project. These funds require a twenty percent match which was offset with State funds due to Webb county’s Economically Disadvantaged Counties status. The City is responsible for contributing \$11,867 as a local match as well as the payment of any project overrun costs. Funding for the City’s contribution has been identified in the 2008 C. O. issue.

**See Attachment C for detailed funding and cost breakdown**

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

Revenues	Original Budget	Amendment	Revised Budget
State grant- Scott & Sanchez RR Gr Sep 458-0000-324-2022	-	393,873	393,873
Transfer In- 2008 CO  458-0000-393-0463	650,000	<u>11,867</u> 405,740	661,867
<b>Expenses</b>			
Scott & Sanchez RR Grade Sep 458-2662-525-4287	-	405,740	405,740

<b>COMMITTEE RECOMMENDATION:</b> Not applicable.	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.
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**ORDINANCE NO. 2011-O-**

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$405,740 INCLUDING A LOCAL MATCH OF \$11,867 AND TO AMEND THE FY 2010-2011 CAPITAL GRANTS FUND BY APPROPRIATING SAID FUNDS FOR A PROPOSED FEASIBILITY STUDY TO DETERMINE THE PREFERRED LOCATION FOR THE EVENTUAL CONSTRUCTION OF A GRADE SEPARATION OVER THE UNION PACIFIC RAIL LINE, BETWEEN SCOTT AND SANCHEZ STREET. LOCAL MATCH HAS BEEN IDENTIFIED IN THE 2008 C.O. ISSUE.

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

**WHEREAS**, the City of Laredo intends to contract professional services to conduct a feasibility study to determine the preferred location for a possible future bridge structure to cross over the Union Pacific Railroad somewhere between Scott street and Sanchez street; and,

**WHEREAS**, the proposed facility will enhance the safety of the traveling public and increase vehicular mobility, and;

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

**WHEREAS**, in 2006 the City of Laredo received federal earmark funding in the amount of \$362,872 dollars towards the performance of the project, and:

**WHEREAS**, these funds require a twenty percent match which was offset with State funds due to Webb county's Economically Disadvantaged Counties status, and:

**WHEREAS**, the City is responsible for contributing \$11,867 as a local match as well as the payment of any project overrun costs.

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

Section 1: The City Manager is authorized to accept and execute an Advanced Funding Agreement with the Texas Department of Transportation in the amount of \$405,740 including a local match of \$11,867 and to amend the FY 2010-2011 capital grants fund by appropriating said funds for A proposed feasibility study to determine the preferred location for the eventual construction of a grade separation over the union pacific rail line, between Scott and Sanchez street.

ORDINANCE NO. 2011-O-

Section 2: The FY 2010-2011 Capital Grants Fund is amended by appropriating revenues and expenditures in the amount of \$405,740 from the Texas Department of Transportation.

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:

  
\_\_\_\_\_  
NATHAN R. BRATTON *Kristina Laurel Hale*  
ASSISTANT CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For A  
IMD 2006 (858) – CATEGORY 10 PROJECT  
(OFF-SYSTEM)**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the City of Laredo, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 108812, authorizing the State to undertake and complete a highway improvement generally described as the Feasibility Study, Schematic, ROW mapping and Environmental Assessment of the Scott and Sanchez Streets RR Grade Separation; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, which is attached to and made a part of this agreement as Attachment “A” at the location shown on the Map, which is attached to and made a part of this agreement as Attachment “B” referred to as the Project;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The Local Government will be responsible for the Feasibility Study, Schematic, ROW mapping and Environmental Assessment of the Scott and Sanchez Streets RR Grade Separation as shown on Attachment "B".

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The Local Government shall coordinate all railroad related activities with the owner-operator of the rail facilities, the Union Pacific Railroad. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities Not Applicable**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property**

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to TxDOT before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit TxDOT or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to TxDOT and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to TxDOT, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of TxDOT's authorization, the Local Government will provide all documentation to TxDOT regarding fair market value of the acquired property. TxDOT will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. TxDOT will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to TxDOT for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to TxDOT and to submit to TxDOT a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by TxDOT to proceed with determination of real property values. TxDOT will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Condemnation shall not be used to acquire real property for this Project.
- I. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of TxDOT's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- J. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local

Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by TxDOT prior to its execution. A copy of the executed agreement shall be provided to TxDOT.

**14. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City Manager City of Laredo P.O. Box 579 Laredo, Texas 78042	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

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

**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

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

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to

the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise (DBE) Program Requirements**

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 25. Debarment Certifications

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

## 26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

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

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
  - 1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4,

Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;

2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
  - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

#### **29. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0922-33-105  
District # 22 – Laredo  
Code Chart 64 # 24000  
Project: Scott and Sanchez Streets  
RR Grade Separation  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ # 0922-33-105  
District # 22 – Laredo  
Code Chart 64 # 24000  
Project: Scott and Sanchez Streets RR  
Grade Separation  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

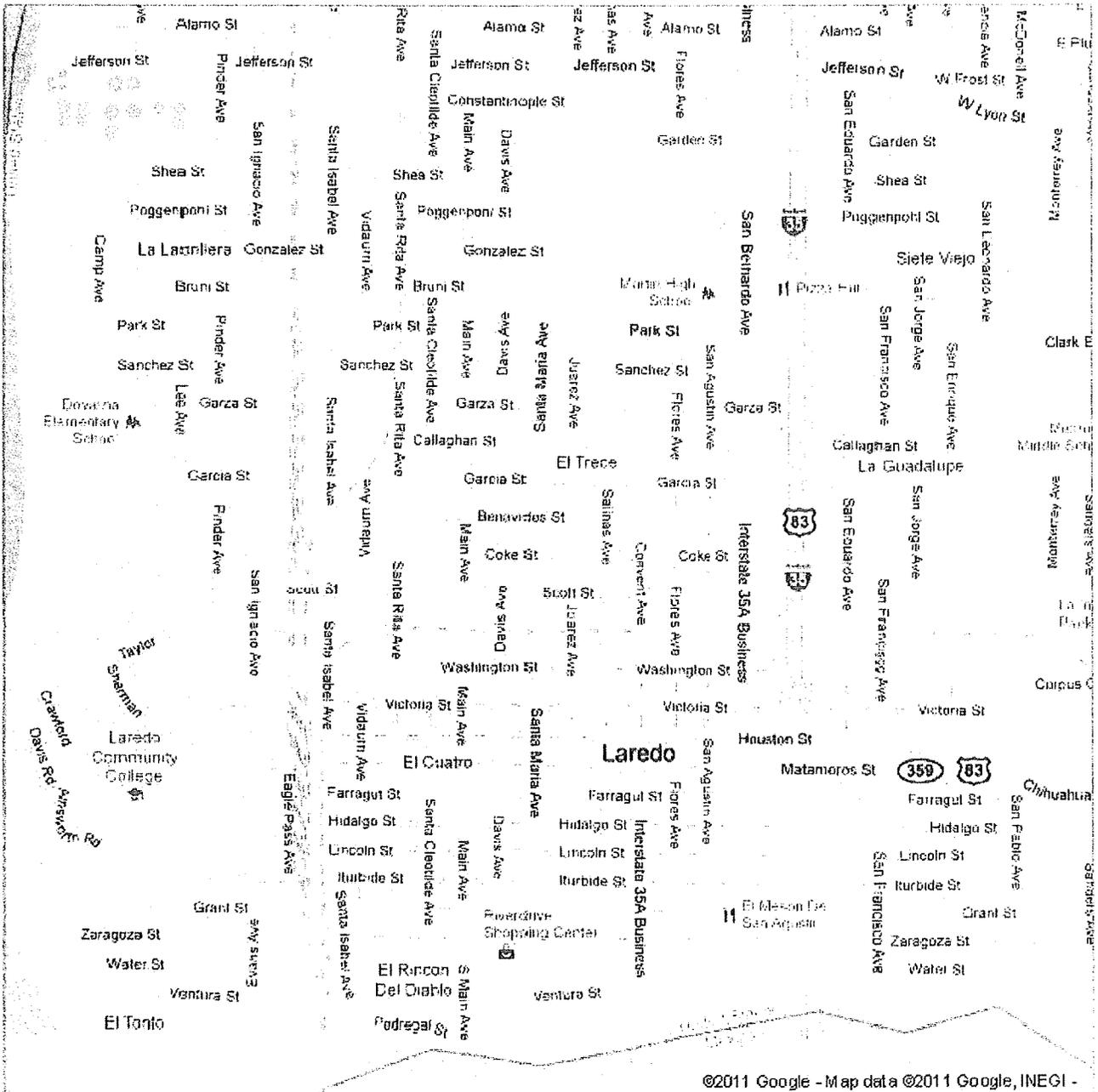
**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

CSJ # 0922-33-105  
District # 22 – Laredo  
Code Chart 64 # 24000  
Project: Scott and Sanchez Streets RR  
Grade Separation  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

### ATTACHMENT B LOCATION MAP SHOWING PROJECT

Google maps

Notes CSJ: 0922-33-105  
Project: Scott and Sanchez  
Streets RR Grade Separation



©2011 Google - Map data ©2011 Google, INEGI -

**ATTACHMENT C  
 PROJECT BUDGET**

The Local Government and the State have estimated the project to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Government Participation EDC @ 69%		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Feasibility Study	\$75,000	90%	\$67,500	0%	6.9%	\$5,175	10%	3.1%	\$2,325
Environmental Study	\$35,000	90%	\$31,500	0%	6.9%	\$2,415	10%	3.1%	\$1,085
ROW Mapping	\$60,000	90%	\$54,000	0%	6.9%	\$4,140	10%	3.1%	\$1,860
Schematic Preparation	\$200,000	90%	\$180,000	0%	6.9%	\$13,800	10%	3.1%	\$6,200
Plans, Specifications and Estimate (PS&E)	\$0	0%	\$0	0%	0%	\$00	0%	0%	\$0
Construction	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
<b>SUBTOTAL</b>	<b>\$370,000</b>		<b>\$333,000</b>			<b>\$25,530</b>			<b>\$11,470</b>
Direct State Costs 3.4% Overall (\$12,800)	Environmental (10%)		\$1,280	90%	6.9%	\$88	10%	3.1%	\$40
	Right of Way (50%)		\$6,400	90%	6.9%	\$442	10%	3.1%	\$198
	Preliminary Engineering (30%)		\$3,840	90%	6.9%	\$265	10%	3.1%	\$119
	Utility (10%)		\$1,280	90%	6.9%	\$88	10%	3.1%	\$40
Construction Direct State Costs	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
Indirect State Costs (6.2%)	\$22,940	80%	\$18,352	20%	20%	\$4,588	0%	0%	\$0
<b>TOTAL</b>	<b>\$405,740</b>		<b>\$362,872</b>			<b>\$31,001</b>			<b>\$11,867</b>

The Local Government shall remit \$397.00 with the return of the partial execution of this Agreement.

Direct State Cost will be based on actual charges.

This is an estimate only. Final participation amounts will be based on actual charges to the Project.

**COUNCIL COMMUNICATION**

<p><b>Date:</b> 08/15/11</p>	<p><b>SUBJECT:</b> PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 6, Riverside Subdivision, located at 306 River Front Road, from R-3 (Mixed Residential District) to B-4 (Highway Commercial 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 III</p> <p align="right">ZC-33-2011</p>
<p><b>Initiated by:</b> Alejandro Rivera Socorro Guzman</p>	<p><b>Staff source:</b> Nathan R. Bratton Interim Planning Director</p>
<p><b>Prior action:</b> None.</p>	
<p><b>BACKGROUND</b></p> <p><b>Council District:</b> III – The Honorable Alejandro “Alex” Perez</p> <p><b>Proposed use:</b> Oilfield Services</p> <p><b>Site:</b> The site is currently occupied by Bees Oilfield Services.</p> <p><b>Surrounding land uses:</b> To the north are manufactured homes, vacant land, land for cattle grazing and South Texas Neon Sign Company. To the east are single-family residential homes, Riverside Apartments, manufactured homes, vacant lots and Cadena Oilfield &amp; Heavy Equipment Service. To the south are manufactured homes and the City of Laredo Wastewater Treatment Plant. To the west are single-family residences, apartments and manufactured homes.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as High Density Residential.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan does not identify River Front Road.</p> <p><b>Letters sent to surrounding property owners:</b> 19                      In Favor: 0                      Opposed: 1</p>	
<p><b>STAFF COMMENTS</b></p> <p>Staff does not support the proposed zone change. The site does not meet the location requirements for a B-4 district. It is not located along a principal (major) arterial street or a freeway, as classified in the Transportation Plan of the City of Laredo. It also is not in conformance with the Comprehensive Plan’s designation as High Density Residential. The proposed zone change is not compatible with the existing residential zones and uses in the area.</p>	
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in a 7 to 0 vote, recommended <b>denial</b> of the zone change.</p>	<p><b>STAFF RECOMMENDATION:</b> Staff <b>does not support</b> the proposed zone change.</p>

## COUNCIL COMMUNICATION

### IMPACT ANALYSIS

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

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

Yes. The existing land use pattern is primarily residential in nature.

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

Yes. The adjacent zones include R-3 to the east and west with an M-1 to the south where the Water Treatment Plant is located.

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

Yes. The proposed zone may introduce uses not compatible with the surrounding residences.

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

Yes, the current zoning only allows for residential uses.

**ORDINANCE NO. 2011-0-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 6, BLOCK 6, RIVERSIDE SUBDIVISION, LOCATED AT 306 RIVER FRONT ROAD, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 6, Block 6, Riverside Subdivision, located at 306 River Front Road, from R-3 (Mixed Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 21, 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 15, 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 6, Block 6, Riverside Subdivision, located at 306 River Front Road, from R-3 (Mixed Residential 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.

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RAUL G. SALINAS  
MAYOR

ATTEST:

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY



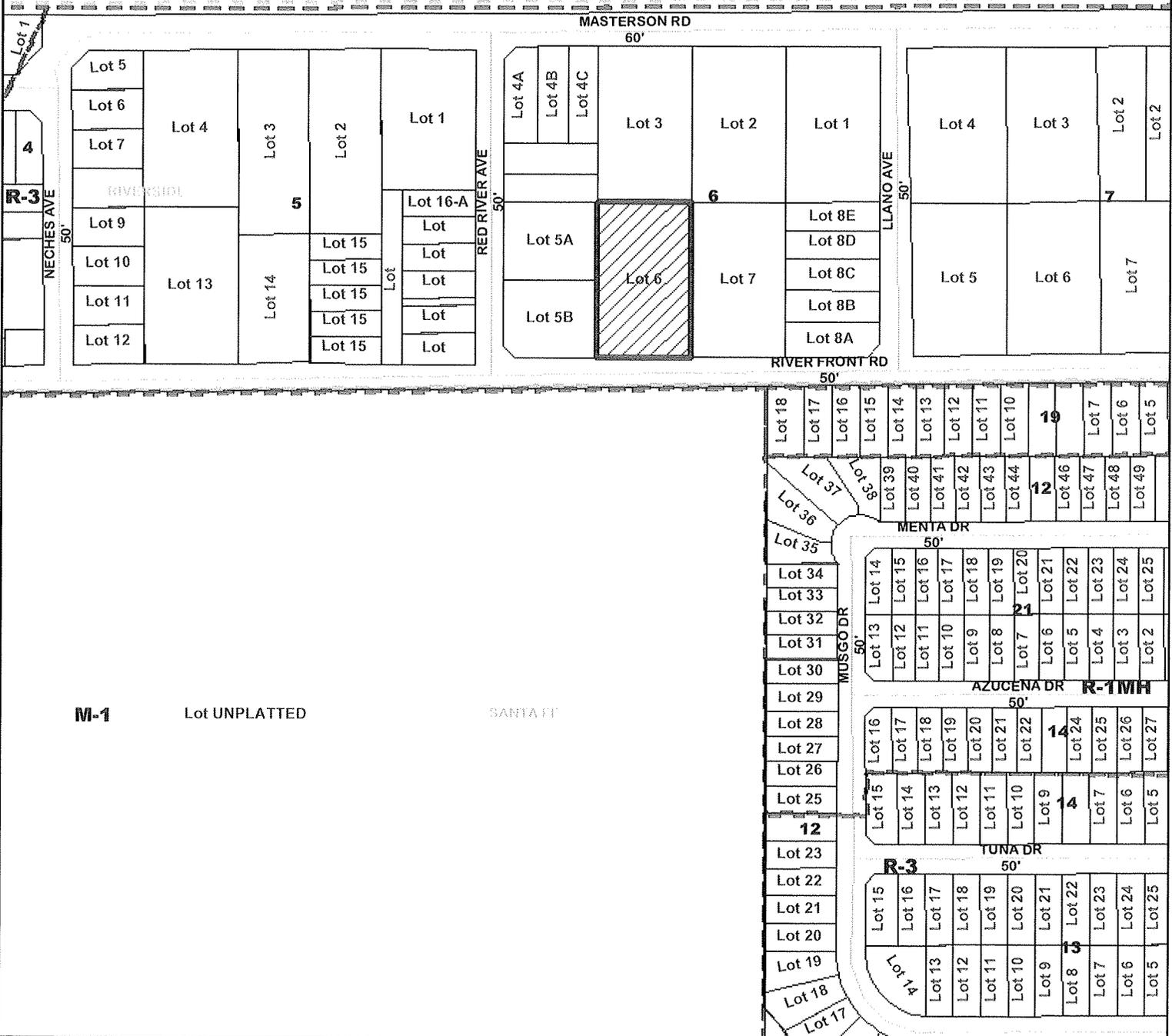
Kristina Laurel Hale  
Assistant City Attorney

Rezone from R-3 (Mixed Residential District)  
 to B-4 (Highway Commercial District)

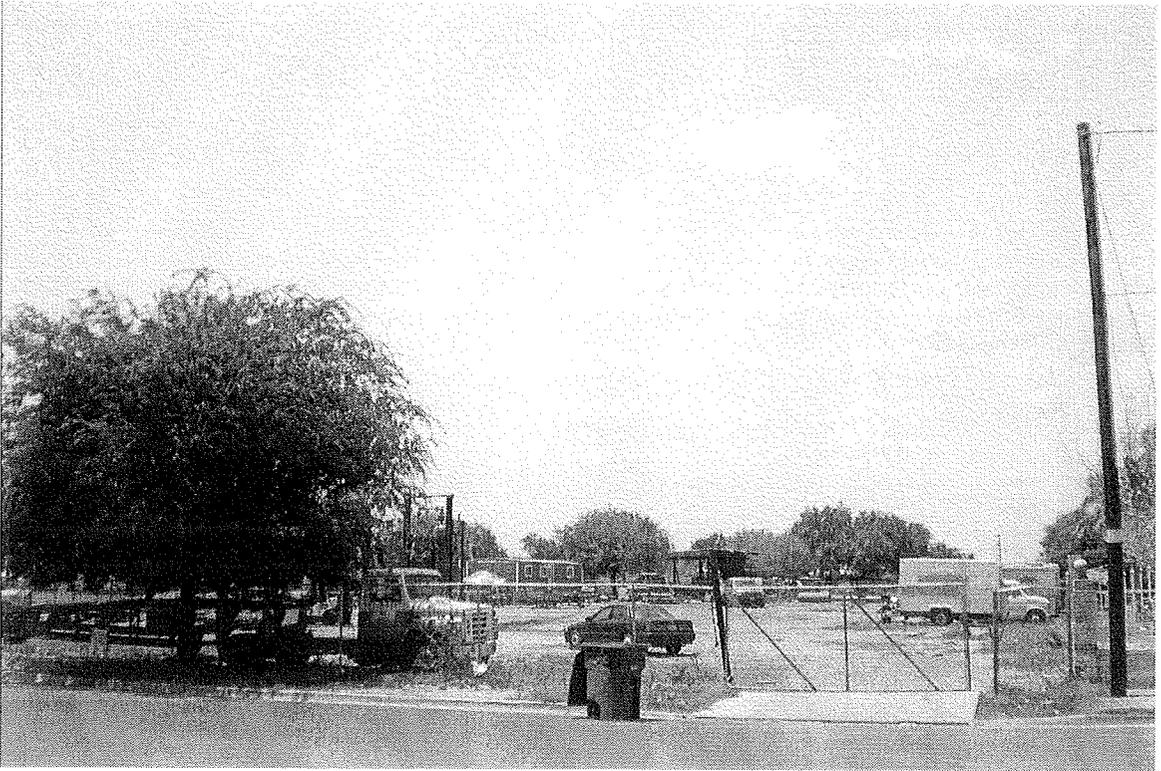
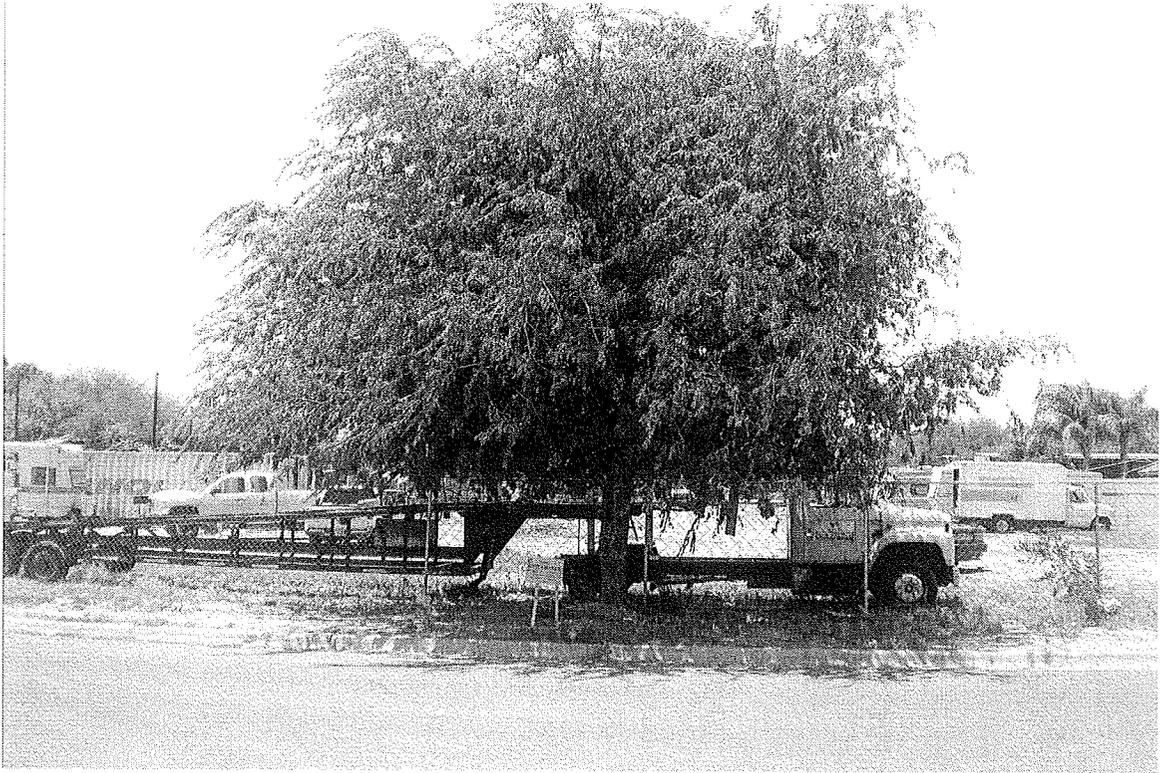


AG

Lot



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



**COUNCIL COMMUNICATION**

<p><b>Date:</b> 8/15/11</p>	<p><b>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE</b> Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); providing for publication and effective date. Staff does not support the application and the Planning and Zoning Commission recommends approval of the zone change. District VI <span style="float: right;">ZC-30-2011</span></p>	
<p><b>Initiated by:</b> Tesoro Group, Inc.</p>		<p><b>Staff source:</b> Nathan Bratton, Interim Planning Director</p>
<p><b>Prior action:</b> None.</p>		
<p><b>Council District:</b> VI – The Honorable Charlie San Miguel</p> <p><b>Proposed use:</b> Reception Hall</p> <p><b>Site:</b> The site is currently occupied by the medical office of Edgar Treviño, M.D. and Stingray Alley (a restaurant, serving alcohol).</p> <p><b>Surrounding land uses:</b> North of the site are the following: Regency Square (Agave Azul Restaurant/Bar; A Nails; Limasol International Cuisine &amp; Lounge; Ferch Photography; F. Alaciado Xpress Salon; KAOSS; Las Palmas Health Services; Transet; Wells Fargo Advisors; Luxe Salon; K&amp;M; RSVP Fine Stationery) and a Stripes/Valero gas/convenience store. Condominiums are located east and northeast of the site. Northwest of the site are an HEB, administrative offices of the Border Patrol; and Del Mar Plaza (International Tux Rental; Subway; Tab’ooh Lingerie Boutique; Allstate; Elsa Cabellero, Real Estate; Villarreal &amp; Romero, Attorneys; Lozano Travel &amp; Cruise; Curl Up &amp; Dye Salon; Romano’s Amusement; Cosmos Bar and Grill; Jesus Piñeda, MD; Retro Glam Salon; Asian Massage; Redpack; A-1 Dry Cleaners; and a vacant commercial structure). To the west of the site are BBVA Compass Bank; Silva International, Henry D. Kahn Insurance; and Springfield Plaza (Joaquin Oroñez, MD; Health Care Alliance of Laredo; Hector Cantu, MD; Heart 2 Heart Skilled Nursing; Jose R. Maldonado, Jr., MD; Octavio Guzman, MD; South Texas Chiropractic; ISLA Physical Therapy; South Texas Research Alliance; Care Star’s Buena Aventura). South of the property is a new commercial building (EG Professional Financial Services; Cynthia Cardenas, Farmers Insurance; vacancies); a single family residential neighborhood, Lack’s Fine Furniture, and vacant land</p> <p><b>Comprehensive Plan:</b> The Future Land Use Map recognizes this area as Light Commercial.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial; Village Boulevard is not identified on the Plan.</p> <p><b>Letters sent to surrounding property owners:</b> 134</p> <p><b>In Favor:</b> 3 property owners within 200’; responses from those not on 200’ list: 9 letters + 39 by petition (= 48)</p> <p><b>Opposed:</b> 14 letters from property owners within 200’; petition including 30 property owners within 200’ (= 44) and 24 by petition—renters/lessees of condos within the 200’ notice area</p>		
<p><b>STAFF COMMENTS</b></p> <p>The proposed zone change is inappropriate at this location. This property abuts a residential area to the east and there are residential areas to the northeast as well as further south of the site. The B-4 zoning allows for more intensive uses than does B-1 zoning. A B-4 opens the possibility for uses incompatible with surrounding uses, posing a negative impact on the quality of life in the abutting residential areas by increasing the amount of noise, traffic congestion, and late night activities in the neighborhood.</p>		
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in a <u>4</u> to <u>2</u> vote, with <u>1</u> abstention, recommended <b>approval</b> of the zone change.</p>		<p><b>STAFF RECOMMENDATION:</b> Staff <b>does not support</b> the proposed zone change.</p>

## COUNCIL COMMUNICATION

### 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. The area is commercial.

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

Yes. Although there are areas of B-4 to the west and northwest of the site, the zoning immediately surrounding the property is B-1 (Limited Commercial District) and R-2 (Multi-Family Residential District).

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

Yes. The B-4 zoning allows for more intensive uses than does B-1 zoning. A B-4 opens the possibility for uses incompatible with surrounding uses, posing a negative impact on the quality of life in the abutting residential areas by increasing the amount of noise, traffic congestion, and late night activities in the neighborhood.

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

Yes. The proposed use as a reception hall requires a B-3 (Community Business District).

**ORDINANCE NO. 2011-O-**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 6, DEL MAR VILLAGE ADDITION SUBDIVISION, LOCATED AT 6919 SPRINGFIELD AVENUE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 21, 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 August 15, 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 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue, from B-1 (Limited Commercial District) to B-4 (Highway Commercial District).

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

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

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

---

RAUL G. SALINAS  
MAYOR

ATTEST:

---

GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

---

RAUL CASSO  
CITY ATTORNEY

Rezone from B-1 (Limited Commercial District)  
 to B-4 (Highway Commercial District)



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





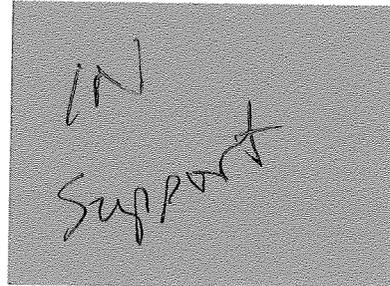


# Napali Enterprises, LLC

6919 Springfield Ave.  
Laredo, Texas 78041  
Phone: (956) 740-4017  
Fax: (956) 727-3557

July 19, 2011

Planning and Zoning Commissioners  
1110 Houston Street  
Laredo, TX 78040



Re: 6919 Springfield Ave. Rezone Application

I humbly present my rezoning application for your consideration. I have had the Tesoro Building for close to 20 years, and it was purchased from a relative of my husband, Dr. Victor D. Trevino, who has practiced in the building and Laredo for over 30 years.

My son, Dr. Edgar A. Trevino now practices in the same building, and with the addition of a new doctor, Dr. Claudia Mercado, we are looking to build a late hours walk in minor emergency clinic, which is seriously needed in our community.

There has been some reasonable concern over the parking and the increased traffic that may be created, but let me assure you that my business will not create this problem. I currently have valet service, and shuttle transportation for patrons that choose to park in a nearby property we own that has over 70 parking spaces. To this date both parking lots have never been full.

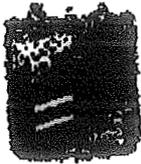
Along with reasonable concerns, there have been unreasonable neighbors, like Mr. Dan Ryan, who along with his wife Patricia Guajardo, have incited and misinformed neighbors. Mr. Ryan was caught breaking into my building to allegedly take pictures, and in the past has harassed my elderly patients from the top of his roof. He was eventually stopped in Judge Morales' courtroom where a Permanent Injunction was placed on him to stop these activities. (See Attached)

All in all, I am requesting the rezone to allow for a Minor Emergency Clinic that will not impact the area negatively, but that will add more value to the services that are clearly in great need. As for the proposed reception hall business, on the contrary, I believe it will further reduce and control any traffic that will exist in the area due to the fact that these types of functions are by reservation and appointment.

Sincerely,  
Rosa M. Trevino

*Director of Napali Enterprises LLC  
property owner  
= real property*

*personal property -  
stringing along - % base  
M  
Trevino*



# CITY OF LAREDO

## PLANNING DEPARTMENT

July 11, 2011

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on Lot 1, Block 5, Del Mar Village Addition Subdivision, located at the following address: 8810 Springfield Avenue.

The zone change request is from its current use as: B-1 (Limited Commercial District) to B-4 (Highway Commercial District).

The applicant has stated the proposed use as: residential. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, July 21, 2011 at 6:00 p.m. in the City Council Chambers, 1111 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please contact Ronde LaFemere at (956)794-1620 or come by the Planning office.

**DETACH HERE**

ZC-30-2011: B-1 to B-4; Lot 1, Block 5, Del Mar Village Addition Subdivision, located at 8810 Springfield Avenue.

Name: Rosella Newman, Los Aventos Condominiums #33  
Address: 100 W. Village Laredo, TX 78040

object / support  the proposed zone change for the following reason:

It would not impact the area that is already commercial and it would promote business.

Telephone: (956) 220-4125

Signature: Rosella Newman

Date: 7/19/11

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

Geo ID 946-5002-330

Ms. Newman owns 100 E Village #33

owner of property(s)  
Sustana Marking  
signed petition  
in opposition

Area of record of the support letter  
APD.

TESORO MEDICAL CARE, P.A.  
6919 Springfield Avenue, Suite A  
Laredo, Texas 78041  
(956) 727-2998

July 18, 2010

Planning & Zoning Commissioners  
1110 Houston Street  
Laredo, Texas 78040

**Re: 6919 Avenue Rezone Application**

Dear Commissioners,

I am a family physician located at 6919 Springfield, Suite A, and I have been working in the community for nearly 30 years. I am writing to support the proposed rezoning and intended use of a minor emergency clinic and a reception hall.

According to the United States Department of Health and Human Services, Laredo has been designated as a medically underserved area and physician shortage classification, thus the need for more physicians in the area is of utmost importance.

The location in which the Tesoro Medical building is situated is ideal for a minor emergency clinic. In a competitive market, the clinic would be an ideal tool to recruit physicians from other areas by offering them ownership interest in the business.

As the Director of the City of Laredo Maternity Clinic and a local physician, I feel that clinics like these are necessary to attract talent to our City. Therefore, I strongly support the rezoning application.

Sincerely,



Victor D. Trevino, M.D.

*manager  
Tesoro Group  
in 2001*

6919 Springfield Avenue, Suite B  
Laredo, Texas 78041  
(956) 285-7785

July 18, 2010

Planning & Zoning Commissioners  
1110 Houston Street  
Laredo, Texas 78040

**Re: 6919 Avenue Rezone**

Dear Commissioners,

I am a physician located at 6919 Springfield, Suite B, and I am writing to support the proposed rezoning and intended use of a minor emergency clinic and a reception hall. According to the United States Department of Health and Human Services, Laredo has been designated as a medically underserved area and physician shortage classification, thus the need for more physicians in the area is of utmost importance.

The location in which the Tesoro Medical building is situated is ideal for a minor emergency clinic. In a competitive market, the clinic would be an ideal tool to recruit physicians from other areas by offering them ownership interest in the business.

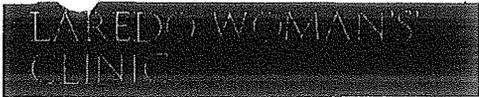
As the Executive Director of Diabetes Clinic of Laredo, Inc., a nonprofit organization and a local physician, I strongly support the rezoning the building to allow for these types of services, which are in dire need. I do not believe that the businesses will impact the area in a negative way, and the area which already operates commercially will benefit from the additional business.

Sincerely,



Edgar A. Trevino, M.D.

*by petition  
for*



Claudia G. Mercado, M.D.  
205 West Village Blvd., Suite 2  
Laredo, Texas 78041

---

I would like to support the rezoning application of 6919 Springfield Avenue for the intended use of a minor emergency clinic and reception hall. I have also had a chance to review the master plan and the transportation plan, and I do not find the proposed rezoning to be inconsistent with that of the current conditions as they exist in the area.

The area is primarily commercial area, with B4 properties across the street and diagonally located from the building. I was recruited by Laredo Medical Center, and was also surprised at the shortage of physicians in the area. The minor emergency clinic will really help the community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Claudia G. Mercado".

Claudia G. Mercado, M.D.

by petition

for



# VILLARREAL & ROMERO, PLLC

*Attorneys, Mediators, and Counselors at Law*

201 W. Del Mar Blvd., Suite 14

Laredo, Texas 78041

**VICTOR VILLARREAL**

VILLARREAL@VRLAWFIRM.COM

(956) 727-2402 Phone • (956) 727-2404 Fax

**EDUARDO ROMERO**

ROMERO@VRLAWFIRM.COM

July 20, 2011

**VIA HAND DELIVERY**

**PLANNING & ZONING COMMISSION**

1110 Houston Street

Laredo, Texas 78040

Re: 6919 Springfield Avenue Rezone

Planning and Zoning Commissioners:

Please be advised that our firm supports the Napali Enterprises rezone application. We do not believe that the intended reception hall and minor emergency clinic will negatively impact the surrounding areas. We believe that additional business is beneficial for the area and our community.

Should you have any questions, do not hesitate to contact us. Thank you for your service and for your attention to this important matter.

Sincerely,

Victor Villarreal

Eduardo Romero

*[Faint handwritten notes]*

July 20, 2011

Ferch Photography

120 W. Village Blvd. Suite 125  
Laredo, TX 78041

*lessee of  
Sanlin*

Planning and Zoning,

I do not have any objection to the Napali Enterprises rezone application. Having more business in the area in this economy is good for business.



Sincerely,

*for*

*by petition*

July 20, 2011

*Letter of  
Saulin*

Luxe Salon  
120 West Village Suite 119  
Laredo, Texas 78041

**RE: 6919 Springfield Avenue Rezone**

Planning and Zoning Commissioners:

We support the Napali Enterprises rezone application. We do not believe that the intended reception hall and minor emergency clinic will negatively impact the area. More business is better for the area.

Sincerely,

*see petition of Vinchell & Long  
(count only once)*

*David Saulin  
Luxe Salon*

*for  
by petition*

Alejandro Galvan  
Executive Director  
Hospitality, Bar, and Restaurant Association  
914 Hidalgo, Laredo, Texas 78040

July 20, 2011

Planning & Zoning Commissioners  
1110 Houston Street  
Laredo, Texas 78040

Re: Support for Napali Enterprises Rezoning Application

Commissioners,

My name is Alejandro Galvan, and I am the Executive Director for Hospitality, Bar & Restaurant Association. We are a non-profit association that represents Hotels, Bars & Restaurants in the Laredo Area. Our mission is to promote and assist these establishments with operations, compliance, and public relations resources.

As we all know small business is the economic backbone of our community, and in these difficult economic times want the small business owner to succeed. But we also want to make sure that business is promoted in a reasonable manner and in the proper areas.

We support the rezoning application and the intended use because it will not impact the area in a negative manner. On the contrary a minor emergency and medical clinic is something we need in the area. Additionally, a reception hall is a more controlled use of the location, because one of the major items that are discussed and planned out when a reservation is made, is the security, parking etc.

We are sympathetic to the concerns of the community, both commercial and residential, but I would like to point out that the commercial area existed prior to the residential area.

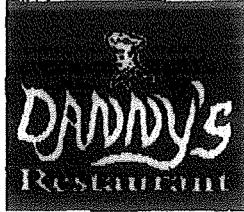
For these reasons HBR supports Napali Enterprises with their rezoning application. Thank You

Sincerely,



Alejandro Galvan

*by pet.*



Danny Lopez, Jr.  
Danny's Restaurant  
General Manager  
1319 Hidalgo, Laredo, Texas 78040

July 20, 2011

Planning & Zoning Commissioners  
1110 Houston Street  
Laredo, Texas 78040

Re: Support for Napali Enterprises Rezoning Application

Commissioners,

I support the above application. Business is very important to the success and vitality of the City. The intended use and rezoning are consistent with the area in its current form, with Springfield and its proposed extension being a major street for commerce.

For these reasons I support Napali Enterprises with their rezoning application. Thank You

Sincerely,

  
Danny Lopez, Jr.

*by ref.*

IL REGALO  
PREFERITO

Manuel Gonzalez

7917 McPherson

Laredo, Texas 78045

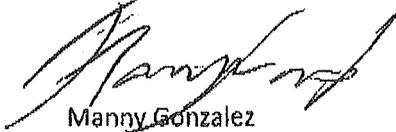
(956)717-8681

Re: Support for Rezoning Application

To whomever this may concern,

I support the rezone application. As a business owner, I feel that the minor emergency clinic and the reception hall are a good addition to the area.

Sincerely,



Manny Gonzalez

by post.

Victor Olague

101 West Delmar # 513  
Laredo, Texas 78041  
(956) 324-0969

I support the application by Nepali Enterprises  
They will create more jobs and the area is good  
for that type of businesses.

Victor Olague

PETITION IN SUPPORT OF THE REZONE APPLICATION FOR 6919 SPRINGFIELD AVENUE

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

I WANT TO SUPPORT THE REZONE APPLICATION FOR NAPALI ENTERPRISES AT 6919 SPRINGFIELD FOR THE INTENDED USE OF A MINOR EMERGENCY CLINIC/MEDICAL OFFICES AND A RECEPTION HALL.

NAME PHONE \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

- 120 West Village  
NAME *[Signature]*  
PHONE *5633515181* LIMASO2  
*person signed for Luxe Salon*
- ✓ NAME *[Signature]*  
PHONE *512-85-7193* LIMASO2
- ✓ NAME *One for me*  
PHONE *(956) 754-9320* LIMASO2
- ✓ NAME *Aurora Aguirre*  
PHONE *251-7774* LIMASO2
- ✓ NAME *Beth Flores*  
PHONE *724-3241* LUXE Salon
- ✓ NAME *Jessica Flores*  
PHONE *251-5898* Luxe Salon
- ✓ NAME *Daniel V. Mendoza*  
PHONE *2376875* Luxe Salon
- ✓ NAME *[Signature]*  
PHONE *333 6974* Luxe Salon

*count only one time*

*Witness of Sanlin*

*Witness of Sanlin*

*for 7 by petition*

for 24 by petition cert with  
on land cover

**PETITION IN SUPPORT OF THE REZONE  
APPLICATION FOR 6919 SPRINGFIELD  
AVENUE**

I WANT TO SUPPORT THE REZONE APPLICATION  
FOR NAPALI ENTERPRISES AT 6919 SPRINGFIELD  
FOR THE INTENDED USE OF A MINOR  
EMERGENCY CLINIC/MEDICAL OFFICES AND A  
RECEPTION HALL.

- 1) NAME Socorro Sales ✓  
PHONE 242 8709
- 2) NAME Juanita Adams ✓  
PHONE 206-6760
- 3) NAME JAVIER JASSO ✓  
PHONE 206-3498
- 4) NAME Jewels Dagollado ✓  
PHONE 206-6760
- 5) NAME Claudia Fraga ✓  
PHONE 712-3118
- 6) NAME Jose Santos ✓  
PHONE 220-5066
- 7) NAME Angelica Montalvo ✓  
PHONE 24-6463
- 8) NAME Alexandra O'Reilly ✓  
PHONE 320-9829
- 9) NAME Jorge A. Cortes ✓  
PHONE 956-251-1524
- 10) NAME Marisol Garcia ✓  
PHONE 956-242-8857
- 11) NAME Yolaine Sepulveda ✓  
PHONE 210 374 2188

- 12) NAME Isidoro Dela Rosa Jr ✓  
PHONE 721-6350
- 13) NAME PHONE  
ANA MADRIGAL 7742424 ✓
- 14) NAME PHONE Nicolas Dominguez ✓  
(956) 5081283 (NICOLAS DOMINGUEZ)
- 15) NAME PHONE  
Estefani Ramirez Sanchez 7715792 ✓
- 16) NAME PHONE  
Isidoro Dela Rosa ✓  
956-337-3190
- 17) NAME PHONE  
LILLY ALCAMA ✓
- 18) NAME PHONE  
Leonardo Monzonel ✓  
210-400-0000
- 19) NAME PHONE  
Sebastian Rema 956-645-5391 ✓
- 20) NAME PHONE  
Troy Vanbrunt (956) 763-6811 ✓
- 21) NAME PHONE  
Luis Concha 24-624-2059 ✓
- 22) NAME PHONE  
Priscilla Jalama ✓  
for 956-401-8277
- 23) NAME PHONE  
Priscilla Jalama ✓  
220-3691 HBR
- 24) NAME PHONE  
ALEX Gordon ✓  
512-905-4897 HBR

~~scribbled out text~~  
 (6)

PETITION IN SUPPORT OF REZONING OF 6919 SPRINGFIELD AVE.

owned by 2M2V LTD

as opposed to "I support" → Kenneth Valls who has registered opposition

My business is located at 6909 SPRINGFIELD, and I do not object to the above-referenced rezoning for the primary and intended use of a minor emergency clinic and reception hall.

- |  |                              |
|--|------------------------------|
| ✓ 1. NAME<br><u>EDUARDO QUIROGA</u>                | 18. GROUP OR ENTITY<br>_____ |
| 2. GROUP OR ENTITY<br><u>MSA</u>                   | 19. NAME<br>_____            |
| <del>3. NAME<br/><u>RICARDO SOUS</u></del>         | 20. GROUP OR ENTITY<br>_____ |
| 4. GROUP OR ENTITY<br><u>MSA</u>                   | 21. NAME<br>_____            |
| 5. NAME<br><u>LUIS PRUNEDA</u>                     | 22. GROUP OR ENTITY<br>_____ |
| 6. GROUP OR ENTITY<br><u>MSA</u>                   | 23. NAME<br>_____            |
| 7. NAME<br><u>GERARDO MENDOZA</u>                  | 24. GROUP OR ENTITY<br>_____ |
| 8. GROUP OR ENTITY<br><u>MSA</u>                   | 25. NAME<br>_____            |
| 9. NAME<br><u>CAROLINA GONZALEZ</u>                | 26. GROUP OR ENTITY<br>_____ |
| 10. GROUP OR ENTITY<br>_____                       | 27. NAME<br>_____            |
| 11. NAME<br><u>Cynthia Calderas</u>                | 28. GROUP OR ENTITY<br>_____ |
| 12. GROUP OR ENTITY<br><u>FAMILY INSURANCE</u>     | 29. NAME<br>_____            |
| 13. NAME<br><u>Bernardo AFAC</u>                   | 30. GROUP OR ENTITY<br>_____ |
| 14. GROUP OR ENTITY<br><u>Sandra Molina</u>        | 31. NAME<br>_____            |
| 15. NAME<br><u>CARING HEARTS DAYCARE</u>           | 32. GROUP OR ENTITY<br>_____ |
| 16. GROUP OR ENTITY<br><u>ROSALINDA SAN MIGUEL</u> | 33. NAME<br>_____            |
| 17. NAME<br><u>EDUARDO CANTU</u>                   | 34. GROUP OR ENTITY<br>_____ |
| <u>MARTINALE CANE</u>                              |                              |

look like written by same person - do not sign them

owner/related  
 relation  
 Sando  
 Ardi  
 Lence

Commercial  
Net Lease  
Retailing

35. NAME

Cherice Pagan Residence Rehab, 101 West Village

36. GROUP OR ENTITY

37. NAME

Cherice Pagan Residence Rehab, 101 West Village

38. GROUP OR ENTITY

39. NAME

40. GROUP OR ENTITY

41. NAME

42. GROUP OR ENTITY

*Yvette Gutierrez*

Good Evening Commissioners, my name is Yvette Gutierrez for the record. I am here to present on behalf of Napali Enterprises, LLC. The rezoning application is based on two positions: 1) The intended use of the building and the proposed zoning will not greatly impact the area and 2) the intended use and proposed zoning are in line with the area's current need and conditions.

**BACKGROUND**

However before I begin, I would like to present a little Background. Currently the building is being leased and occupied by Dr. Victor Trevino, Dr. Edgar Trevino, and Dr. Claudia Mercado on the first floor, and the second floor is leased and occupied by Stingray Alley Restaurant. The intended use will be medical offices and a minor emergency clinic on the first floor and a reception hall on the second floor. With this intended use, the first floor will offer minor emergency and medically related services, but with evening hours. The second floor will be reception hall that caters to crowds of 30-100 people.

- 1) The first position is that the intended use of the facility will not greatly impact the area.**

The Tesoro building and the surrounding commercial area was built and developed in the early seventies and existed before the R2 residential area was even constructed. The building was purchased by the Trevino's in the 1990s from a distant relative and it has remained in the family ever since.

To further extenuate the reality on the ground, I would like to present a map of the area that has more detail as to the zoning in the area, so you can see the zoning in the area. As you can see there are B4 properties right across the street, and less than 50 feet away. Additionally, even the B1 properties in the area have high use without any disruption. For example the neighboring property at 6900 Springfield is a three story building that abuts the same R2 condominiums. This in addition to a B1 commercial property located at 115 Martingale, right in the middle of the R2 development, further evidencing the previous commercial concentration of the area when it was developed, prior to any residential development

- 2) The second position is that the intended use of the facility is consistent with the current need and conditions.**

As you may be aware, we are in a medically underserved and physician shortage area, and the need for minor emergency medical services outside normal service hours are crucial for our community.

This in addition to the restaurant on the second floor having established itself as larger eatery catering to the 25-45 year-old crowd. It has never had a TABC infraction in the two years that it has been open. And Unlike other restaurants, it only allows 21 and up after 10pm. The restaurant is only open 3 days out of the week after 10pm. I would also like to submit for the record, that the majority of its sales are not from the sale of alcohol.

*NO Signature*

Additionally the building's owners also have valet and transportation that shuttles people back and forth from a nearby property located closer to the highway, to further reduce any night time traffic away from the R2 properties.

So for the reasons stated above: 1) The intended use of the building and the proposed zoning will not greatly impact the area and 2) the intended use and proposed zoning are in line with the area's current need and conditions, we humbly request the approval of the rezone.

**Statement of Protest and Opposition  
to Proposed Zoning Change  
for Lot 1, Block 6, Del Mar Village Addition Subdivision,  
located at 6919 Springfield Avenue.**

We, the undersigned, are strongly opposed to the proposed change that would rezone the property at 6919 Springfield Avenue to a B-4 Zone for the following reasons:

1. According to the City of Laredo Land Development Code:

*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.*

The property in question does not lie along a principal arterial street nor the freeway. Springfield Ave. is designated as a minor arterial and Village Boulevard is neither an arterial nor freeway. Both Village Boulevard and Springfield Avenue in the vicinity of the property in question are two-lane streets with a mixture of residential and light-commercial uses.

2. The owner of the property has already tried to re-zone the property to a B-4 zone and their request was opposed by neighborhood residents. At the time, the Planning Department recommended against the rezoning and the Planning & Zoning Commission rejected their request on a 7-0 vote against.
3. The property in question is immediately adjacent to an established residential neighborhood that would face potential devastation to property values and to the quality of life of the residents.
4. The property in question is already a nuisance to the residents of the neighborhood with their existing B-1 zoning. They bring excess traffic to the neighborhood. Their customers park illegally on Village Boulevard and Martingale Lane. Their customers park on the private property of other businesses in the area from which they cause further disturbances for the area residents. They operate outdoor balconies late at night, both during the week and on weekends. They play loud music on their outdoor balconies that is disruptive to the peace and well-being of neighborhood residents.
5. The proposed zoning change would permit the owners of the property in question to operate any business permitted in a B-4 zone, not just the stated use as a Reception Hall in their application. The potential businesses permitted at the location would include:
  - Night Clubs
  - Commercial Livestock Stables
  - RV Parks
  - Ambulance Service



946-30000-006 ✓ George Jacaman 104 Martingale  
Name Address

956-237-0628 George Jacaman 6-10-11  
Telephone Signature Date

946-30000-010

✓ Carlos Klein 112 Martingale 6/26/11  
Name Address Date

8571569 [Signature] [Date]  
Telephone Signature Date

946-30000-007

✓ Paul Kane 106 Martingale Lane  
Name Address

956-791-7833 Paul Kane 6/27/11  
Telephone Signature Date

Ainhoa Garza 200 Martingale #108  
Name Address

9797390353 Ainhoa Garza 7/13/11  
Telephone Signature Date

Hector Tejeda 200 Martingale #106  
Name Address

[Signature] 7/13/11  
Signature Date

Cian Coner 200 Martingale APT 103  
Name Address

956-337-0876 [Signature] 7/13/11  
Telephone Signature Date

946-10000-105

✓ PATRICIA RAMIREZ 200 Martingale apt. 105  
Name Address

3343195 [Signature] 7-13-11  
Telephone Signature Date

946-10000-204

✓ Adolfo Martinez 200 Martingale #204  
Name Address  
956 Telephone Signature Date 7-13-11

Nereyda B. Lizana 200 Martingale #110  
Name Address  
740-9323 Telephone Signature Date 7-13-11

946-10000-212

✓ Mario A. Martinez 200 Martingale #212  
Name Address  
537-0762 Telephone Signature Date 7/13/11

Nario Castillo 200 MARTINGALE #122  
Name Address  
206-58-49 Telephone Signature Date 07-13-11

Carla Coronado 200 Martingale #222  
Name Address  
285-3449 Telephone Signature Date 7/13/11

946-10000-120

✓ Leonel Marquez 200 Martingale #120  
Name Address  
915 8204557 Telephone Signature Date 7/13/11

JOLE GRANT 200 MARTINGALE #219  
Name Address  
956-724-8544 Telephone Signature Date 7/13/11

946-3000-019

Valeria Fasci 130 Martingale

Name Address Telephone Signature Date  
(956) 401-4415 Valeria Fasci 7-13-11

946-1000-125

Denise A. Longoria 200 Martingale #125

Name Address Telephone Signature Date  
(956) 286-8385 Denise A. Longoria 07/13/2011

Mary Gloria 200 Martingale #130

Name Address Telephone Signature Date  
(956) 791-4168 Mary Gloria 7/13/2011

946-1000-134

PAUL CAVAZOS 200 Martingale Apt 134

also letter

Name Address Telephone Signature Date  
956-728-7171 P. Cavazos 7/13/2011

946-1000-201

OMAR FERRER 200 Martingale Apt 201

Name Address Telephone Signature Date  
727-92-20 Omar Ferrer 07/13/11

946-3000-012

P. W. Owen 119 Village Blvd

also letter

Name Address Telephone Signature Date  
956-206-4651 P. W. Owen 7/13/11

Claire Pruneda 117 W. Village

Name Address Telephone Signature Date  
401-0828 Claire Pruneda 7/13/11

946-3000-014

VERONICA LONBORIA

120 MARTINGALE

956-127-8137

*Veronica Lonboria*

7/12/11

Telephone

Signature

Date

0

946-50002-090

Jesus Liendo

100 E. Village Blvd. #9

956 333-9773

*Jesus Liendo*

7/14/11

Telephone

Signature

Date

946-50002-120  
746-50002-140

ANA SARABIA

100 E VILLAGE BLVD. #14 #12

956 235-4556

*Ana Sarabia*

JULY 14 2011

Telephone

Signature

Date

RAFAEL MTZ

100 E VILLAGE BLVD #27

156 2351993

*Rafael Mtz*

JULY 14 2011

Telephone

Signature

Date

JULIAN GARZA

100 E. VILLAGE BLVD #31

956 7642011

*Julian Garza*

7/14/2011

Telephone

Signature

Date

JUANMA GARCIA

100 E VILLAGE BLVD #32

956-319-8061

*Juanma Garcia*

07-14-11

Telephone

Signature

Date

Constantino Martinez

100 E. VILLAGE BLVD #33

956 7543600

*Constantino Martinez*

07/14/11

Telephone

Signature

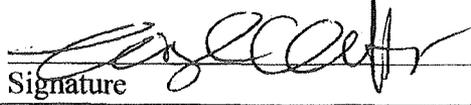
Date

946-50002-230

Name Emilia Ortega

Address 100 W. Village Apt #23

Telephone \_\_\_\_\_

Signature 

Date 07/14/11

946-50002-050

Name Rodriguez Address 100 W. Village Apt # 5

Telephone 456 724 4204

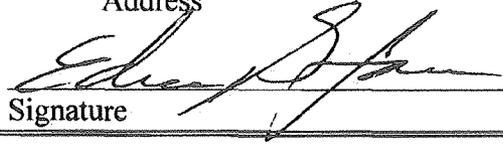
Signature Rodriguez Date 7-14-11

946-50002-030

same as both list in annex

Name Eduardo G Farias Address 100 E. Village Blvd #3

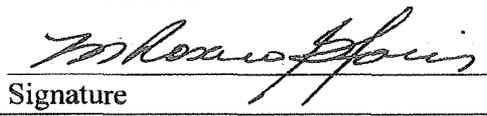
Telephone (952) 206-7721

Signature 

Date 7/14/11

Name Ma. del Rosario Farias Address 100 E. Village Blvd #3

Telephone (952) 718-4057

Signature 

Date 7/14/11

946-30000-024

946-30000-025

Name Village Del Mar Condo Assoc Address 110 Martingale  
by Patricia Guajardo, President

Telephone 791-1270

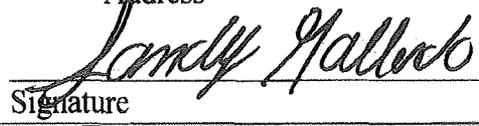
Signature 

Date 7-14-11

946-30000-021

Name Sandy Gallardo Address 134 MARTINGALE

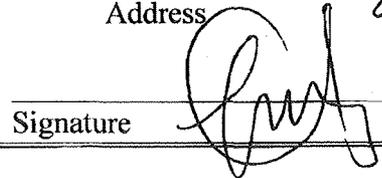
Telephone 635-7396

Signature 

Date 7-16-2011

Name Andres Garcia-Juniga Address 108 Martingale LN

Telephone 956-568-4217

Signature 

Date 7-16-11

946-10000-109

MARGARITA R. Rubio

Margarita R. Rubio

200 Martingale Condo #109

Name

Address

(956) 73-6633

Telephone

Margarita R. Rubio

Signature

7-16-11

Date

946-10000-123  
aka  
118

Cecilia V. Davon

Name

200 Martingale #123

Address

251-9254

Telephone

Cecilia V. Davon

Signature

7/16/2011

Date

Anabel Gomez

Name

200 Martingale #127

Address

2376207

Telephone

Anabel Gomez

Signature

7/16/11

Date

946-10000-132

Gerardo Villarreal

Name

200 Martingale #132

Address

251-3734

Telephone

Gerardo Villarreal

Signature

7/16/2011

Date

ROSSY JIMENEZ

Name

200 MARTINGALE #248

Address

3379421

Telephone

Rosy Jimenez

Signature

7/16/2011

Date

Antonio Chapu

Name

200 Martingale Unit 144

Address

956-6931909

Telephone

Antonio Chapu

Signature

7/16/11

Date

Blanca Cespedes

Name

~~100~~ 200 Martingale Apt 140

Address

(956) 472-7827

Telephone

Blanca Cespedes

Signature

7-16-2011

Date

946-10000146 ✓  
Sara Salinas 200 Martingale #145  
Name Address  
216-1636 Signature Date  
Telephone Signature Date

Jeremy Villarreal 200 Martingale #245  
Name Address  
220 8659 Signature Date  
Telephone Signature Date

Cristina Rufaie 200 Martingale #146  
Name Address  
956 237 0739 Signature Date  
Telephone Signature Date

Paul G. 200 Martingale #147  
Name Address  
956 635-8154 Signature Date  
Telephone Signature Date

MARISSA Zepeda  
Marissa Zepeda 200 Martingale #156  
Name Address  
956-766 9797 Signature Date  
Telephone Signature Date

Jeanette Perez 200 Martingale #152  
Name Address  
956 331-0654 Signature Date  
Telephone Signature Date

Jesus Perez 200 Martingale #154  
Name Address  
956 341-4534 Signature Date  
Telephone Signature Date

946-10000-158 ✓

Sandra B. Richer 200 Martingale #158  
Name Address  
956-319-2541 [Signature] 07-16-2011  
Telephone Signature Date

946-30000-015 ✓

Maah e. Reese 122 Martingale  
Name Address  
956-744-9916 [Signature] 7-17-11  
Telephone Signature Date

946-30000-008 ✓

J.N. GARCIA-Dávalo 8313 Estate Dr. 78045  
108 Martingale 78041  
Name Address  
791-7100 [Signature] 07-17-11  
Telephone Signature Date

946-30000-005 ✓

Patricia Sandoval 102 Martingale  
Name Address  
956-740-7988 [Signature] 7/19/2011  
Telephone Signature Date

946-30000-020 ✓

Cynthia Suzanne Surr M<sup>c</sup>Manus 132 Martingale Lane  
Name Address  
206-4665 [Signature] 7-18-11  
Telephone Signature Date

946-30000-013 ✓

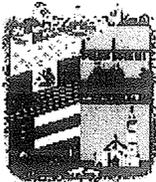
Juan M. CONTRERAS 118 Martingale Ln  
Name Address  
956-744-7573 [Signature] 7-18-2011  
Telephone Signature Date

946-10006-2.0

OR  
pro public  
interest

Kenneth Wab 6919 Springfield  
Name Address  
956-722-1417 [Signature] 7/21/2011  
Telephone Signature Date

2M2K Investment group



# CITY OF LAREDO

## PLANNING DEPARTMENT

July 11, 2011

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on Lot 1, Block 6, Del Mar Village Addition Subdivision, located at the following address: 6919 Springfield Avenue.

The zone change request is from its current use as: B-1 (Limited Commercial District) to B-4 (Highway Commercial District).

The applicant has stated the proposed use as: reception hall. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, July 21, 2011 at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please contact Renée LaPerrière at (956)794-1620 or come by the Planning office.

-----**DETACH HERE**-----

**ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.**

Caterer Rentals 6930 Springfield  
of 6926 Springfield  
Name Address

object /  support the proposed zone change for the following reason:

We oppose B-4 zoning. Reception hall out of place in primarily B-1 District of medical offices, health care provider offices, light business patrons. EL only, children, sick patients, professionals "only" in area. Dangerous to have reception hall surrounded by B-1

(956) 717-3811  
Telephone and  
725-8484

[Signature]  
Signature  
owner/manager

JUL 2011

7-13-11 Date  
Business + Patrons



# CITY OF LAREDO

PLANNING DEPARTMENT

July 11, 2011

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-----DETACH HERE-----

ZC-30-2011: B-1 to B-4: Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

Jose A Huerta of 100 E. Village Blvd. #10  
Name Address

✓  
see  
prop  
card

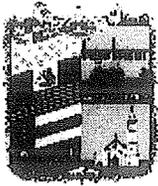
object / support \_\_\_\_\_ the proposed zone change for the following reason:

This is a family, friendly Condominium. There are flats of families. The zone change to B-4 will turn the Condominium into an adult entertainment area.

956-722-7145  
Telephone

Jose A Huerta  
Signature

July 20, 2011  
Date



# CITY OF LAREDO

PLANNING DEPARTMENT

*Landlord*

July 11, 2011

Dear Property Owner:

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-----DETACH HERE-----

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

Sanlin Properties of 120 W. Village  
6930 Springfield  
Name Address

object /  support the proposed zone change for the following reason:

*We are a B-1 zoning property owner closer to Del Mar than person requesting zone change. B-1 surrounds a B-4 Dis. Dpty in question & is close or "sided" by 2 residential districts as well. No place for reception hall. Sh. stay B-1 as all other pphes surround.*

(717-3811)  
Telephone

*[Signature]*  
Signature  
*owner/manager*

7-13-11  
Date



# CITY OF LAREDO

PLANNING DEPARTMENT

07/18/2011  
C. Gutierrez  
Fax -

July 11, 2011

Dear Property Owner:

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**DETACH HERE**

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

I, Hector Hall of 332 Regal Dr. yes, with  
Name Address Meters International Corp.

object  / support  the proposed zone change for the following reason:

That area is already too congested. A B-4 classification can allow businesses that require higher mobility creating more congestion. Too close to residential as well

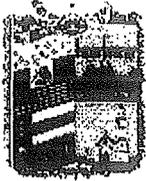
956 206-4699  
Telephone

[Signature]  
Signature

07/18/2011  
Date

(956)794-1624 (fax)

250  
sh  
[Handwritten notes]



# CITY OF LAREDO

PLANNING DEPARTMENT

11 de julio del 2011

Estimado Propietario:

La ley de Zonificación de la Ciudad de Laredo ordena que, cuando un cambio de zona es solicitado para cualquier propiedad, los dueños de las propiedades a una distancia de 200 pies serán notificados y se les ofrece la oportunidad de expresar sus opiniones con respecto al cambio de zonificación.

Una solicitud ha sido recibida para un cambio de zona en Lote 1, Bloque 6, Del Mar Village Addition Subdivision, localizado en la siguiente dirección: 6919 Springfield Avenue.

La propiedad actualmente tiene el B-1 (Distrito Comercial de Comunidad) y se solicita el cambio B-4 (Distrito Comercial de Carretera).

El solicitante menciona que el uso propuesto es: salon de fiesta. Sin embargo, una vez que la zona ha sido cambiada, la propiedad puede ser utilizada en cualquier forma que sea permitida de acuerdo con la ley de zonificación.

La Comisión de Planificación y Zonificación llevara a cabo una audiencia publica el jueves, 21 de julio del 2011, a las 6:00 p.m. en las Cámaras del Concilio de la Ciudad, en 1110 Houston, Laredo, Texas. La Comisión hará su recomendación al Concilio de la Ciudad en audiencia pública, que se celebrara en fecha próxima, para tomar una decisión final sobre la solicitud. Queda usted invitado a asistir dicha audiencia y expresar sus opiniones con respecto a esta solicitud de cambio de uso de suelo.

Si desea oponerse o respaldar el cambio de zona propuesto, necesitamos que llena la forma adjunta a este aviso y la envíe a la Oficina de Planificación. Su objeción o respaldo será entregado a la Comisión de Planificación y Zonificación y al Concilio de la Ciudad.

Si usted tiene preguntas sobre esto, favor de comunicarse con Renée LaPerrière al teléfono (956)794-1620 o visite la oficina de Planificación.

**DESPEGUE AQUÍ**

ZC-30-2011; B-1 a B-4; Lote 1, Bloque 6, Del Mar Village Addition Subdivision localizado en la siguiente dirección: 6919 Springfield Avenue.

yo Josqueline Vazquez de 200 Montague Unit #112  
Nombre Dirección

Me opongo al \_\_\_\_\_ / respaldo  el cambio de zona propuesto por las siguientes razones:

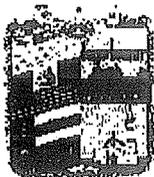
Atrde movimiento en la calle Village y en la zona,  
portanto más comercio mientras no afecte a los Condominios  
Cambridge.

956 725-3138  
Teléfono

[Signature]  
Firma

15/Jul/11  
Fecha

*Handwritten initials and number:* OR 200



# CITY OF LAREDO

## PLANNING DEPARTMENT

July 11, 2011

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

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If you wish to object or support the zone change, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please contact Renée LaPerrière at (956)794-1620 or come by the Planning office.

DETACH HERE 794-1620

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

I PATRICK VALLS of 200 MARTINEALE, #124  
Name Address

I object / support the proposed zone change for the following reason:

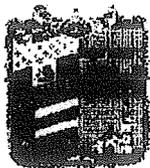
This is a high density residential area. My condo is  
feet away from this location. This will increase noise,  
traffed and crime in the living area of the many new  
residents

(956-744-7676)  
Telephone

Patrick Valls, MD  
Signature

7-15-11  
Date

*Handwritten notes:* 200 ✓  
5/2



# CITY OF LAREDO

PLANNING DEPARTMENT

July 11, 2011

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**DETACH HERE**

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

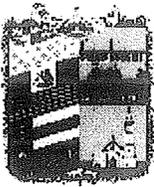
Kathleen M Cadena of 117 Village #3  
Name Address

object  / support  the proposed zone change for the following reason:

Increase in traffic and too close to residence. The potential for parking issues exist.

956-723-7959 Telephone Kathleen M Cadena Signature 7/14/11 Date

*2011 sh ✓*



# CITY OF LAREDO

PLANNING DEPARTMENT

July 11, 2011

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-----DETACH HERE-----

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

I PAUL CAYAZOS of 200 MARTINEALE APT 134  
Name Address

object  ~~support~~ To the proposed zone change for the following reason:  
There is not enough parking in the area already  
to add more cars they will be parking on  
the sidewalk.

956-723-7171  
Telephone

P. Cayazos  
Signature

July 13 2011  
Date

also  
objection  
petition  
count ONLY  
Rec'd 7/15

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

Cecilia V. Garcia of 200 Mustange #123, Laredo, Texas 78041  
Name Address

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(956-251-9254)  
Telephone

*Cecilia V. Garcia*  
Signature

7/19/2011  
Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

on petition -  
you 200' hit  
count 1x

ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.

Charles Owen (wife) of 115 W. VILLAGE BND  
Name Address  
*wife in property co-own gets counted*

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

Authorization for B-4 would only increase the noise and vehicle traffic we have had to deal with on this property, which is not conducive to improvement of residential expectations. It would tend to reduce property values. We are about 75 ft away and are a real dealing with a problem. It would only increase the noise.

Telephone  
490-206-3631

*C.W. Owen*  
Signature

7/13/11  
Date  
*good*

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

Owen's  
Wife's

ZC-30-2011, B-1 to B-4

Avenue.

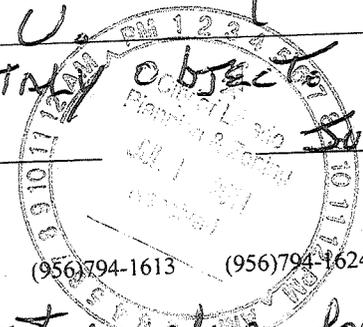
I Jose Luis Mercado of 128 MARTINGALE  
Name Address

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

there goes the neighborhood, the last thing  
we need is more traffic than in U home  
why don't they move next to U.  
& TOTALLY OBJECT

210 400-8268  
Telephone

[Signature]  
Signature



July 15, 11  
Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

Next thing U know, they will turn it to a whole house of the business  
2001 oh

-----DETACH HERE-----

**ZC-30-2011; B-1 to B-4; Lot 1, Block 6, Del Mar Village Addition Subdivision, located at 6919 Springfield Avenue.**

I Belva Gonzalez of 200 Martingale #142  
Name Address

object  / support \_\_\_\_\_ the proposed zone change for the following reason:

object to this proposal as this  
a residential community and this type  
of establishment would bring in too much  
traffic

\_\_\_\_\_  
Telephone

Belva Gonzalez  
Signature

7-13-11  
Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)



## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/2011	<b>SUBJECT: INTRODUCTORY ORDINANCE</b> Authorizing the City Manager to execute all necessary documents to effectively convey Fee Simple Title to Bernardo Escobedo for the "Surface Only", at its market value of \$4,400.00, a certain property currently encroaching upon City property within the Maryland Ave., Toddler Park adjacent to the Laredo Health Clinic and described as being a tract of land containing 1,236.1 square feet or 0.0284 of an acre, more or less, out of Lots 7 and 8, Block 338, Eastern Division, being further described on attached, Exhibit A.	
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta CD Director	
<b>PREVIOUS COUNCIL ACTION:</b> None		
<b>BACKGROUND:</b> Bernardo Escobedo, property owner of the South 1/3 of Lot 1 and 2, Block 338, Eastern Division, is requesting for the City to consider conveying to him a tract of land being 8.9 ft. wide by 138.89 feet in length out of Lots 7 and 8, Block 338, Eastern Division. Said tract is currently part of the Toddler Park situated within the Cedar Health Clinic grounds. This same tract is an encroachment upon the City property that has existed for many years. Mr. Bernardo Escobedo is experiencing hardship in seeking refinancing because his home improvements are encroaching upon the above-mentioned city property causing a cloud to his property title. Mr. Escobedo plans to incorporate the narrow tract of land to his adjoining property should the city approve this sale; thereby, clearing his title problem.  Said City property has been appraised by a State Certified Real Estate Appraiser establishing a market value of \$4,400.00. Memorandums were circulated to Parks and Leisure, Planning and Health Departments and all recommended the proposed sale of this tract of land.  The City may sell this property to Mr. Escobedo as per the V.A.T.C.S. Local Government Code, Section 272.0001, (b) (1), which exempts cities from compliance with the bid procedure and publication requirements in the sale of real property whenever the land to be conveyed is narrow in shape and so small as to be incapable of being used independently as zoned, in which case, such land may be sold to the abutting property owner(s).  Staff recommends the approval of proposed sale of said City property which will eliminate the encroachment problem and clear the cloud to his property title.		
<b>FINANCIAL IMPACT:</b> Proceeds from this sale will be allocated to General Fund Revenues. Sale of Land Account No. 101-0000-374-1000.		
<b>COMMITTEE RECOMMENDATION:</b> N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this Ordinance.	

## INTRODUCTORY ORDINANCE

**AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTIVELY CONVEY FEE SIMPLE TITLE TO BERNARDO ESCOBEDO FOR THE “SURFACE ONLY”, AT ITS MARKET VALUE OF \$4,400.00, A CERTAIN PROPERTY CURRENTLY ENCROACHING UPON CITY PROPERTY WITHIN THE MARYLAND AVE., TODDLER PARK ADJACENT TO THE LAREDO HEALTH CLINIC AND DESCRIBED AS BEING A TRACT OF LAND CONTAINING 1,236.1 SQUARE FEET OR 0.0284 OF AN ACRE, MORE OR LESS, OUT OF LOTS 7 AND 8, BLOCK 338, EASTERN DIVISION, BEING FURTHER DESCRIBED ON ATTACHED, EXHIBIT A.**

**WHEREAS**, Bernardo Escobedo, property owner of the South 1/3 of Lot 1 and 2, Block 338, Eastern Division, Webb County, Texas, has requested that the City of Laredo to consider conveying to him the “Surface Only” of the above-referenced City property; and,

**WHEREAS**, said City property is a 8.9 foot wide strip of land out of Lots 7 and 8, Block 338, Eastern Division, City of Laredo, which is part of the Toddler Park, situated within the Cedar Health Clinic grounds; and,

**WHEREAS**, Mr. Escobedo is experiencing hardship in seeking refinancing of his property because his improvements are encroaching upon an 8.9 foot wide strip of land out of said City of Laredo property; and,

**WHEREAS**, said encroachment upon the City’s property has existed for many years and causes a cloud on Mr. Escobedo’s property title; and,

**WHEREAS**, it has been determined by staff that due to its small size, the above-mentioned parcel of land has no utility, except as part of the abutting property; and,

**WHEREAS**, V.A.T.C.S. Local Government Code, Section 272.0001, (b) (1), exempts cities from compliance with the bid procedure and publication requirements in the sale of real property whenever the land to be conveyed is narrow in shape and so small as to be incapable of being used independently as zoned, in which case, such land may be sold to the abutting property owner(s); and,

**WHEREAS**, the City Council finds the above proposed sale of City property acceptable and appropriate to resolve the property owner’s title problem and authorizes the conveyance of the “Surface Only” of the above-referenced tract of land to Mr. Bernardo Escobedo at the appraised market value of \$4,400.00.

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

1. It hereby authorizes the City Manager to execute all necessary documents to effectively convey fee simple title to Mr. Bernardo Escobedo for the "Surface Only", of a certain property described as being a tract of land containing 1,236.1 square feet or 0.0284 of an acre, more or less, out of Lots 7 and 8, Block 338, Eastern Division at its market value of \$4,400.00.

2. This Ordinance shall become effective upon passage thereof.

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

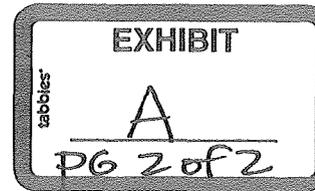


# SANCHEZ ENGINEERING, INC.

P.O. BOX 2654

LAREDO, TEXAS 78044

PHONE: (956) 723-5578 FAX: (956) 727-0400 E-MAIL: sanchezengineering@att.net



0.0284 Acre out of  
Lots 7 and 8, Block 338, W.D.

Field notes for a tract of land containing 0.0284 Acre ( 1,236.1 square feet), more or less, out of Lots 7 and 8, Block 338, situated in the Eastern Division of the City of Laredo, per plat book of the City of Laredo recorded in volume 7, page 15, of the Webb County, Texas, plat records; said 0.0284 acre tract of land, more or less, is herein more particularly described by metes and bounds as follows:

BEGINNING at "X" found (set 11-16-06 by the undersigned) in concrete driveway, being the southwest corner of Lot 1 and northwest corner of Lot 8, for the PLACE OF BEGINNING and northwest corner hereof;

THENCE, North 90 00' 00" East, with the south line of Lot 1 and north line of Lot 8, at 69.445 ft. pass the common corner of Lots 1, 2, 7 and 8, and continuing with the south line of Lot 2 and north line of Lot 7, at 130.89 ft. pass a reference ½ inch dia. steel rod set at debris retaining wall, and a total distance of 138.89 ft. to a point being the common corner of Lots 2, 3, 6 and 7, for the northeast corner hereof;

THENCE, South 00 00' 00" East, with the common line of Lots 6 and 7, being the east line hereof, a distance of 8.90 ft. to a point, for the southeast corner hereof;

THENCE, South 90 00' 00" West, with chain link fence along the south line hereof, at 8.50 ft. metal fence post, at 69.445 ft. pass the common line of Lots 7 and 8, and a total distance of 138.89 ft. to a ½ inch dia. steel rod set under fence line, for the southwest corner hereof;

THENCE, North 00 00' 00" West, with the East right of way of Maryland Avenue ( 55.56' R.O.W.), being the west line of Lot 8 and west line hereof, a distance of 8.90 ft. to the PLACE OF BEGINNING, and containing within these metes and bounds 0.0284 Acre of land, more or less.

Bearing basis: P.K. Nails found Nov. 16, 2008 on Maryland Ave. centerline at Kearney St. and also at Price St.; distance between nail is 333.39 ft., assumed bearing N 00 00' 00" W.

I hereby certify that these field notes are true and correct and were prepared from an actual survey of the property made on the ground, under my supervision, this 16 th day of May, 2011'

Signed: J. Ricardo Sanchez 5-16-11  
J. Ricardo Sanchez, R.P.L.S. No. 4232 date

Survey plat attached:

## COUNCIL COMMUNICATION

<b>DATE:</b> 8/15/2011	<b>SUBJECT:</b> Authorizing the City Manager to execute a Lease with Ronny Salamon D/B/A Avionics Services Intl., as Lessee, for approximately 12,000 square feet constituting the western most section of Hangar No. 1309 located at 4207 North Jarvis Avenue at the Laredo International Airport. Lease term is for ten (10) years commencing on October 1, 2011 and ending on September 30, 2021. Monthly rent shall be \$4,505.00 and will be adjusted annually according to changes in the consumer price index; providing for an effective date.	
<b>INITIATED BY:</b> Jesus M. Olivares Assistant City Manager	<b>STAFF SOURCE:</b> Jose L. Flores Airport Manager	
<b>PREVIOUS COUNCIL ACTION:</b> City Council has approved several lease agreements and amendments with Ronnie Salamon dba Avionics Services Intl.		
<b>BACKGROUND:</b> <p>The City of Laredo solicited lease bids from the public and were received on July 28, 2011. Although two bids were received, one was disqualified due to being received after the deadline. The sole bidder meeting all lease bid requirements was Ronnie Salamon dba Avionics Services Intl.</p> <p>Ronnie Salamon dba Avionics Services Intl. proposes to lease the premises and utilize the hangar for aircraft storage, maintenance and other aviation related uses. Ronnie Salamon dba Avionics Services Intl. is a tenant in good standing and has operated at the Laredo International Airport since 1985.</p> <p>As additional consideration for the lease Ronnie Salamon dba Avionics Services Intl. will be required to improve the exterior appearance of the premises by power washing and removing the old paint from the building exterior. In doing so, this will bring back the buildings original appearance.</p>		
<b>FINANCIAL IMPACT:</b> Building Rent Revenues Account No. 242-0000-361-1060 Previous Monthly Rental: \$3,612.80 (\$0.30 Per Square Foot) Proposed Monthly Rental: \$4,505.00 Per Month x 12 Months =\$54,060.00 (\$0.37 Per Square Foot) Variance: \$892.20 per month (24% increase).		
<b>COMMITTEE RECOMMENDATION:</b> On August 02, 2011, the Airport Advisory Board considered this item and recommended approval.	<b>STAFF RECOMMENDATION:</b> Approval of this Ordinance.	

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH RONNY SALAMON D/B/A AVIONICS SERVICES INTL., AS LESSEE, FOR APPROXIMATELY 12,000 SQUARE FEET CONSTITUTING THE WESTERN MOST SECTION OF HANGAR NO. 1309 LOCATED AT 4207 NORTH JARVIS AVENUE AT THE LAREDO INTERNATIONAL AIRPORT. LEASE TERM IS FOR TEN (10) YEARS COMMENCING ON OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2021. MONTHLY RENT SHALL BE \$4,505.00 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 Avionics Services Intl., as LESSEE, for approximately 12,000 square feet constituting the western most section of Hangar No. 1309 located at 4207 North Jarvis 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 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 agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a lease with Avionics Services Intl. for approximately 12,000 square feet constituting the western most section of Hangar No. 1309 located at 4207 North Jarvis Avenue 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  
VALERIA M. ACEVEDO  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/2011	<b>SUBJECT: INTRODUCTORY ORDINANCE</b>  Authorizing the City Manager to recognize PV Investments, Inc. as the successor and now the Lessee to that lease agreement approved by Ordinance No. 96-O-200 between the City of Laredo, as Lessor and Eleuterio Garza, as Lessee, on two tracts of land being Lot No. 1 consisting of approximately 15,463.8 square feet and Lot No.3 consisting of approximately 4,769 square feet all located on Block No. 15 at the Laredo International Airport, all terms, conditions and reservations of Ordinance No; 96-O-200 remain the same.	
<b>INITIATED BY:</b> Jesus M. Olivares Assistant City Manager		<b>STAFF SOURCE:</b> Jose L. Flores, Airport Manager
<b>PREVIOUS COUNCIL ACTION:</b> None.		
<b>BACKGROUND:</b>  Mr. Eleuterio Garza, Lessee defaulted under the terms of the lease agreement approved by Ordinance No.96-O-200 and lessee further defaulted to it's lender IBOC Bank.  IBOC Bank sold it's interest to PV Investments.  PV Investments is the successor and new Lessee.		
<b>FINANCIAL IMPACT:</b>  Land Rent Revenue Account No. 242-0000-361-1062 \$1,161.81 per month x 12 months= \$13,941.72		
<b>COMMITTEE RECOMMENDATION:</b> On August 02, 2011, the Airport Advisory Committee considered this item and recommends approval.		<b>STAFF RECOMMENDATION:</b> Approval of this Ordinance.

ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to recognize PV Investments, Inc. as the successor and now the Lessee to that lease agreement approved by Ordinance No. 96-O-200 between the City of Laredo, as Lessor and Eleuterio Garza, as Lessee, on two tracts of land being Lot No. 1 consisting of approximately 15,463.8 square feet and Lot No.3 consisting of approximately 4,769 square feet all located on Block No. 15 at the Laredo International Airport, all terms, conditions and reservations of Ordinance No; 96-O-200 remain the same.

WHEREAS, the Airport Manager recommends that the City Council recognize PV Investments, Inc. as the successor and now the Lessee to that lease agreement approved by Ordinance No. 96-O-200 between the City of Laredo, as Lessor and Eleuterio Garza, as Lessee, on two tracts of land being Lot No. 1 consisting of approximately 15,463.8 square feet and Lot No.3 consisting of approximately 4,769 square feet all located on Block No. 15 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 agrees with same.

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

Section 1: The City Manager be hereby authorized to recognize PV Investments, Inc. as the successor and now the Lessee to that lease agreement approved by Ordinance No. 96-O-200 between the City of Laredo, as Lessor and Eleuterio Garza, as Lessee, on two tracts of land being Lot No. 1 consisting of approximately 15,463.8 square feet and Lot No.3 consisting of approximately 4,769 square feet all located on Block No. 15 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  
VALERIA M. ACEVEDO  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: Final Reading Ordinance No. 2011-O-104</b> 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. Medical contributions estimate exceeded budgeted expenditures due to actual retirement expenses exceeding estimates.																														
<b>INITIATED BY:</b> Carlos Villarreal, City Manager Horacio De Leon, Jr., Asst. City Manager		<b>STAFF SOURCE:</b> Daniel E. Migura, Jr., Human Resources Director Rosario Cabello, Finance Director Martin Aleman, Budget Manager																													
<b>PREVIOUS COUNCIL ACTION:</b> During the City Council meeting on August 1, 2011, motion was made by Council to proceed as presented.																															
<b>BACKGROUND:</b>  The City Annuity fund needs to cover the unplanned volume of City employee retirement obligations during the current fiscal year.																															
<b>FINANCIAL IMPACT:</b> <table style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%; text-align: center;">Annual Budget FY 2011</th> <th style="width: 15%; text-align: center;">Proposed Amendment</th> <th style="width: 35%; text-align: center;">Amendment Budget FY 2011</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding-left: 40px;"><b>Revenue</b></td> </tr> <tr> <td style="padding-left: 20px;">771-0000-372.01-01</td> <td style="text-align: right;">816,016</td> <td style="text-align: right;">172,454</td> <td style="text-align: right;">988,470</td> </tr> <tr> <td colspan="4" style="padding-left: 40px;"><b>Expenditures</b></td> </tr> <tr> <td style="padding-left: 20px;">771-2042-511.12-62</td> <td style="text-align: right;">364,307</td> <td style="text-align: right;">128,238</td> <td style="text-align: right;">492,545</td> </tr> <tr> <td style="padding-left: 20px;">771-2043-511.12-62</td> <td style="text-align: right;">236,069</td> <td style="text-align: right;">44,216</td> <td style="text-align: right;">280,285</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right; border-top: 1px solid black;">172,454</td> <td></td> </tr> </tbody> </table>					Annual Budget FY 2011	Proposed Amendment	Amendment Budget FY 2011	<b>Revenue</b>				771-0000-372.01-01	816,016	172,454	988,470	<b>Expenditures</b>				771-2042-511.12-62	364,307	128,238	492,545	771-2043-511.12-62	236,069	44,216	280,285			172,454	
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<b>COMMITTEE RECOMMENDATION:</b> None		<b>STAFF RECOMMENDATION:</b> Approve final reading.																													

**ORDINANCE NO. 2011-O-104**

**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. Medical contributions estimate exceeded budgeted expenditures due to actual retirement expenses exceeding estimates.**

**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:**

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

**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**

<p><b>Date:</b>  08/01/11  Item #</p>	<p><b>SUBJECT: FINAL READING ORDINANCE NO. 2011-O-105</b>  <b>Amending the City of Laredo Code of Ordinances Chapter 18, Section 18-2.2 Letter (A) &amp; (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</b></p>	
<p><b>INITIATED BY:</b>  Horacio De Leon, Assistant City Manager</p>		<p><b>STAFF SOURCE:</b>  Erasmo Villareal, Building Development Director</p>
<p><b>PREVIOUS COUNCIL ACTION:</b>  On August 1, 2011, the City Council held a public hearing and introductory ordinance to amend the Code of Ordinances of the City of Laredo.</p>		
<p><b>BACKGROUND:</b>  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.</p>		
<p><b>FINAL IMPACT:</b> 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</p>		
		<p><b>STAFF RECOMMENDATION:</b></p>
		<p>Staff <b><u>recommends</u></b> that City Council approve this ordinance.</p>

ORDINANCE NO: 2011-O- 105

**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 the 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**

<b>DATE:</b> 08/15/2011	<b>SUBJECT: FINAL READING ORDINANCE NO. 2011-O-106</b> Amending Section 24-78 of the <i>Laredo Land Development Code</i> entitle <i>Off-street Parking and Loading Requirement</i> by amending section 24-78.3 <i>Parking Requirement Formulas; (2) Commercial; (f) Amusement Redemption Machine Establishments;</i> and repealing all ordinance and/or parts of ordinance in conflict therewith; providing for publication and effective date.	
<b>INITIATED BY:</b> Horacio De Leon, Assistant City Manager		<b>STAFF SOURCE:</b> Erasmio A. Villarreal, Director of Building
<b>PREVIOUS COUNCIL ACTION:</b> City Council held a Public Hearing and approved the First Reading of the Ordinance on 08/01/2011.		
<b>BACKGROUND:</b>  The proposed amendment will allow addition redemption machine per establishment.		<b>ALL COUNCIL DISTRICTS</b>
<b>FINANCIAL IMPACT:</b> By allowing addition machine per establishment, there will be an increase in revenue		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Staff recommends approval

**ORDINANCE NO. 2011-O-106**

**AMENDING SECTION 24-78 OF THE LAREDO LAND DEVELOPMENT CODE;  
ENTITLED OFF-STREET PARKING AND LOADING REQUIREMENT 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:** Section 24-78 of the Laredo Land Development Code is and is hereby amended as follows;

SECTION 24-78

OFF-STREET PARKING & LOADING REQUIREMENTS

(3) RECREATIONAL OR ENTERTAINMENT

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

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

---

BY: KHRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY

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**COUNCIL COMMUNICATION**

<p>DATE:  8/15/2011</p>	<p><b>SUBJECT:</b> FINAL READING OF ORDINANCE NO. 2011-O-107: 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 for an additional amount of \$700,000 for five police patrol units fully equipped, overtime and fringe benefits expenses for a total of \$1,400,000.00 for Operation Stonegarden since 2009. The term of this grant agreement is from October 1, 2010 to September 30, 2013. <b>(as amended)</b></p>
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<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE: Carlos Maldonado Chief of Police</p>
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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 WCSO, will provide 2<sup>nd</sup>-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.

In fiscal year 2009-2010 the Laredo Police Department received \$700,000 to participate in the Operation Stonegarden. For 2010-2011 the Laredo Police Department has been awarded an additional \$700,000 to continue its participation in the operation.

**FINANCIAL:**

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

<p>RECOMMENDATION:</p>	<p>STAFF: Recommends that Council approve this Ordinance.</p>
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**ORDINANCE NO. 2011-O-107**

**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 for an additional amount of \$700,000 for five police patrol units fully equipped, overtime and fringe benefits expenses for a total of \$1,400,000.00 for Operation Stonegarden since 2009. The term of this grant agreement is from October 1, 2010 to September 30, 2013.  
(as amended)**

**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 hereby amended in the amount of \$700,000 for reimbursable overtime cost for overtime worked by Laredo Police officers in Operation Stonegarden:

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

**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:

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

## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: FINAL READING OF ORDINANCE 2011-O-108</b> 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.																														
<b>INITIATED BY:</b> Jesus M. Olivares, Assistant City Manager		<b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr. P.E., Utilities Director																													
<b>PREVIOUS COUNCIL ACTION:</b> None.																															
<b>BACKGROUND:</b>  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.																															
<b>FINANCIAL IMPACT:</b> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="text-align: center; width: 15%;">Original <u>Budget</u></th> <th style="text-align: center; width: 15%;"><u>Amendment</u></th> <th style="text-align: center; width: 15%;">Amended <u>Budget</u></th> </tr> </thead> <tbody> <tr> <td colspan="4"><b>Waterworks</b></td> </tr> <tr> <td>Opening Balance</td> <td style="text-align: right;">17,997,567</td> <td style="text-align: right;">(5,000,000)</td> <td style="text-align: right;">12,997,567</td> </tr> <tr> <td>Transfer Out-2009 UT Bond</td> <td style="text-align: center;">-</td> <td style="text-align: right;">5,000,000</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>Transfer In-Waterworks</td> <td style="text-align: center;">-</td> <td style="text-align: right;">5,000,000</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>36”/24” Unitec to Loop 20</td> <td style="text-align: right;">303,596</td> <td style="text-align: right;">4,000,000</td> <td style="text-align: right;">4,303,596</td> </tr> <tr> <td>24” Main Loop 20 To Hosp</td> <td style="text-align: right;">1,800,000</td> <td style="text-align: right;">1,000,000</td> <td style="text-align: right;">2,800,000</td> </tr> </tbody> </table>					Original <u>Budget</u>	<u>Amendment</u>	Amended <u>Budget</u>	<b>Waterworks</b>				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
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<b>COMMITTEE RECOMMENDATION:</b> Operations Committee Finance Committee		<b>STAFF RECOMMENDATION:</b> Approval of this Ordinance																													

ORDINANCE #2011-O-108

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 through 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 <u>Budget</u>	<u>Amendment</u>	Amended <u>Budget</u>
<b>Waterworks</b>			
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:

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GUSTAVO GUEVARA, JR.,  
CITY SECRETARY

APPROVED AS TO FORM:

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VALERIA ACEVEDO  
ASSISTANT CITY ATTORNEY

**COUNCIL COMMUNICATION**

<b>DATE:</b>  08/15/10	<b>SUBJECT:</b> FINAL READING OF ORDINANCE NO. 2011-O-109  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.
<b>INITIATED BY:</b>  Staff	<b>STAFF SOURCE:</b>  Nathan R. Bratton Interim Planning & Zoning Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b>  Council District: All	
<b>STAFF COMMENTS:</b>  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.	
<b>P&amp;Z COMMITTEE RECOMMENDATION:</b>  The P&Z Commission, in a <u>9 to 0</u> vote, recommended <b>approval</b> of the proposed amendment.	

**ORDINANCE NO. 2011-O-109**

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 upholstery 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	<del>[One for each 100 sq. ft. and similar use of floor area slumber rooms, parlors or service rooms]</del> <u>One space per 300 square feet of floor area other than chapel, plus one space for each two seats in the chapel.</u>
(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 all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

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

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RAUL G. SALINAS  
MAYOR

ATTEST:

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GUSTAVO GUEVARA, JR.  
CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

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**COUNCIL COMMUNICATION**

<p><b>Date:</b> 8/15/2011</p>	<p><b>SUBJECT:</b> FINAL READING OF ORDINANCE NO. 2011-O-110 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</p>	
<p><b>Initiated by:</b> David Velez Muñoz</p>		<p><b>Staff source:</b> Nathan R. Bratton, Interim Planning Director</p>
<p><b>Prior action:</b> The current item was introduced by Alejandro “Alex” Perez at the regular Council meeting of August 1, 2011.</p>		
<p><b>BACKGROUND</b> <b>Council District:</b> III – The Honorable Alejandro “Alex” Perez</p> <p><b>Proposed use:</b> Used Car Lot</p> <p><b>Site:</b> The site is currently vacant.</p> <p><b>Surrounding land uses:</b> 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.</p> <p><b>Comprehensive Plan:</b> The Comprehensive Plan identifies this area as. Light Commercial.</p> <p><b>Transportation Plan:</b> The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector; Chacon Street is not identified on the Plan.</p> <p><b>Letters sent to surrounding property owners:</b> 31 In Favor: 0 Opposed: 19 by petition</p>		
<p><b>STAFF COMMENTS</b> 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:</p> <ol style="list-style-type: none"> <li>1. The C.U.P. shall be issued to David Velez Muñoz and is nontransferable.</li> <li>2. The C.U.P. is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.</li> <li>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.</li> <li>4. The hours of operation will be limited to 10 a.m. to 7 p.m., Monday through Saturday, and closed Sunday.</li> <li>5. Provide parking spaces in compliance with the Laredo Land Development Code.</li> <li>6. Access to the property is allowed from Meadow Avenue; egress is limited to Chacon Street.</li> </ol> <p align="right"><b>(Staff Comments, cont’d.)</b></p>		
<p><b>P&amp;Z COMMISSION RECOMMENDATION:</b> The P &amp; Z Commission, in an <u>8</u> to <u>1</u> vote, recommended <b>approval</b> of the Conditional Use Permit.</p>		<p><b>STAFF RECOMMENDATION:</b> Staff <b>does not support</b> the Conditional Use Permit.</p>

## COUNCIL COMMUNICATION

### 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-110

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.

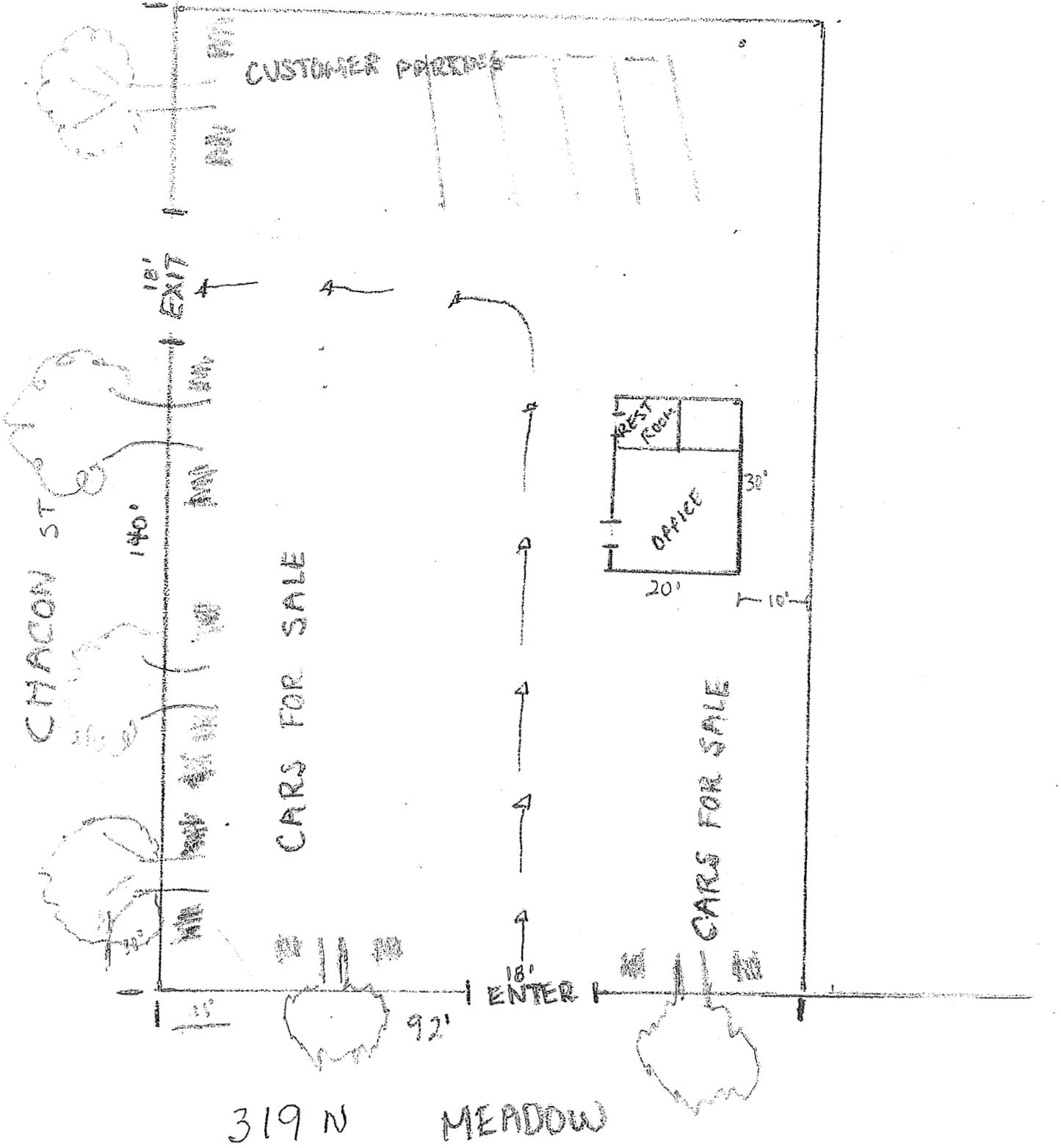
\_\_\_\_\_  
 RAUL G. SALINAS  
 MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



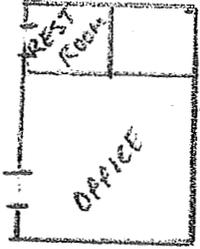
CHACON ST

CUSTOMER PARKING

EXIT

140'

CARS FOR SALE



20'

30'

CARS FOR SALE

ENTER

18'

92'

319 N

MEADOW

1" : 20'

N

EXHIBIT "A"

**LAW OFFICES  
OF  
R.H. "RAY" RODRIGUEZ, JR.  
Attorney-at-Law/Abogado  
Reinhardt Plaza Building  
1701 Jacaman Road, Suite RB-5E, 2<sup>nd</sup> 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 approximately 2-3 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.

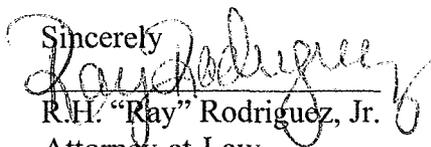
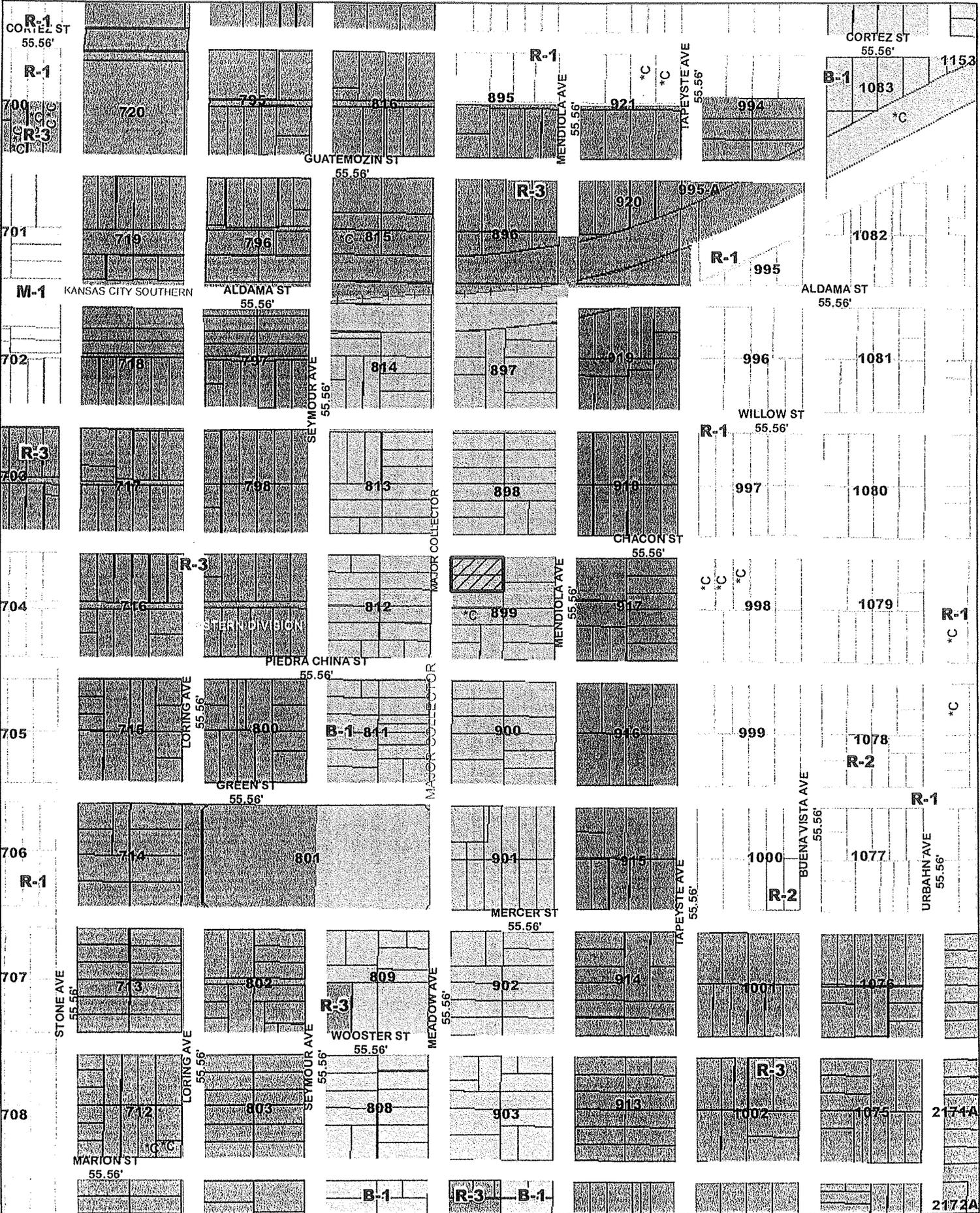
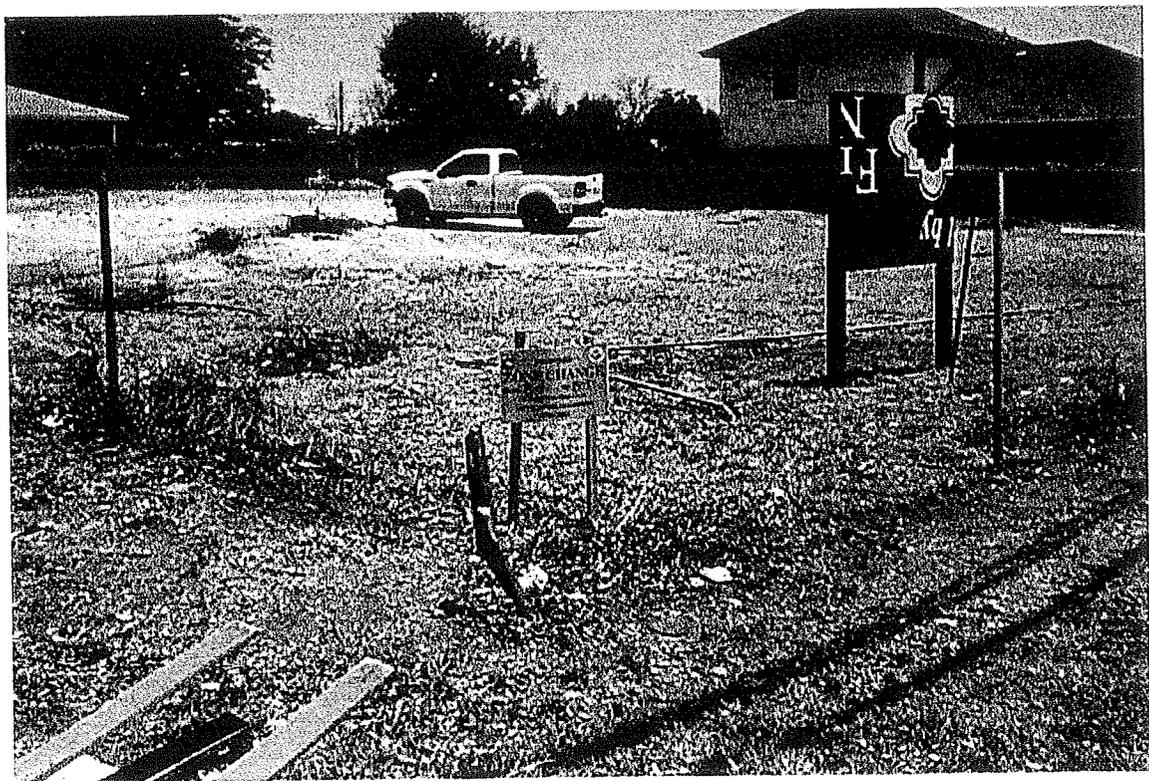
Sincerely  
  
R.H. "Ray" Rodriguez, Jr.  
Attorney-at-Law

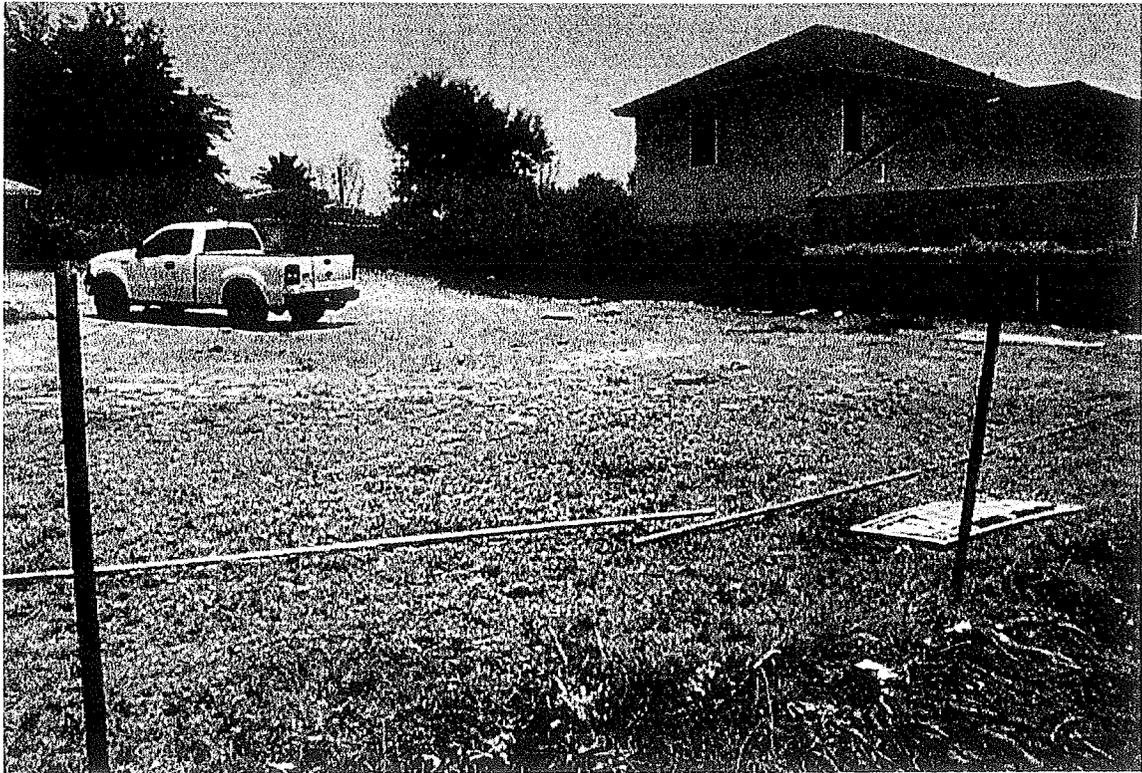
EXHIBIT "B"

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



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





**COUNCIL COMMUNICATION**

<b>DATE:</b>  8/15/2011	<b>SUBJECT: FINAL READING # 2011-O-111</b> 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.																																										
<b>INITIATED BY:</b> Ms. Cynthia Collazo Deputy City Manager		<b>STAFF SOURCE:</b> Thelma V. Acosta Community Development Director																																									
<b>PREVIOUS COUNCIL ACTION:</b> On August 1, 2011, City Council passed the Introductory Ordinance.																																											
<b>BACKGROUND:</b> 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.																																											
<b>FINANCIAL IMPACT:</b> Home Inv.-Affordable Housing Fund <table border="0" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 15%; text-align: center;">Budget</th> <th style="width: 15%; text-align: center;">Increase</th> <th style="width: 10%; text-align: center;">Amended Budget</th> </tr> </thead> <tbody> <tr> <td>Revenue:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other (263-0000-373-2050)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,251,455</td> <td style="text-align: right;">\$1,251,455</td> </tr> <tr> <td>Expense:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Reserve (263-6911-544-9900)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,251,455</td> <td style="text-align: right;">\$1,251,455</td> </tr> <tr> <td colspan="4">Home Investment Partnership Fund</td> </tr> <tr> <td>Revenue:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Transfer In: (217-0000-393-0263)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,251,455</td> <td style="text-align: right;">\$1,251,455</td> </tr> <tr> <td>Expense:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Reserve (217-6911-544-9900)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,251,455</td> <td style="text-align: right;">\$1,251,455</td> </tr> </tbody> </table>					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
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<b>COMMITTEE RECOMMENDATION:</b>  N/A		<b>STAFF RECOMMENDATION:</b>  That this Ordinance be passed.																																									

ORDINANCE 2011-O-111

**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: \_\_\_\_\_  
ELISEO RICO  
ASSISTANT CITY ATTORNEY

## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/11	<b>SUBJECT: RESOLUTION NO 2011-R-073</b>  Authorizing the City Manager to implement the FY 2012 South Texas 9-1-1 Regional Administration Strategic Plan budget in the total amount of \$1,226,600 as approved by the Commission on State Emergency Communication (CSEC) on August 9, 2011, for Jim Hogg, Starr, Webb, and Zapata counties for the period beginning September 1, 2011 and ending August 31, 2012.	
<b>INITIATED BY:</b>  Horacio A. De Leon, Jr., Assistant City Manager		<b>STAFF SOURCE:</b>  Heberto L. Ramirez, Information Services & Telecommunications Director
<b>PREVIOUS COUNCIL ACTION:</b>  None.		
<b>BACKGROUND:</b>  The Commission on State Emergency Communications (CSEC) approved the South Texas Region's strategic plan on August 09, 2011. The City of Laredo has been the authorized regional administrator for 9-1-1 since March 1, 2004.		
<b>FINANCIAL:</b>  Program Budget Total for RCOM12 is \$1,226,600.		
<b>COMMITTEE RECOMMENDATION:</b>  N/A		<b>STAFF RECOMMENDATION:</b>  Approval of this Resolution.

RESOLUTION NO. 2011-R-073

AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE FY 2012 SOUTH TEXAS 9-1-1 REGIONAL ADMINISTRATION STRATEGIC PLAN BUDGET IN THE TOTAL AMOUNT OF \$1,226,600 AS APPROVED BY THE COMMISSION ON STATE EMERGENCY COMMUNICATION (CSEC) ON AUGUST 9, 2011, FOR JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES FOR THE PERIOD BEGINNING SEPTEMBER 1, 2011 AND ENDING AUGUST 31, 2012.

WHEREAS, on September 7, 2010, City Council amended the 9-1-1 fiscal year 2011 annual budget; and

WHEREAS, the Commission on State Emergency Communications approved the FY 2012 and FY 2013 Strategic plan for South Texas 9-1-1 Region as administered by the City of Laredo on August 9, 2011; and

WHEREAS, the strategic plan authorizes expenses for all administrative, program, and capital budgets for Jim Hogg, Starr, Webb and Zapata counties; and

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

**Section 1:** the City Manager is hereby authorized to implement the FY 2012 South Texas 9-1-1 Regional Administration Strategic Plan budget; and

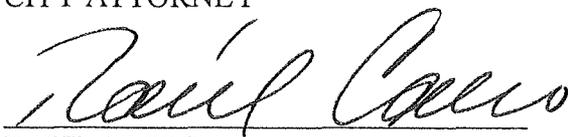
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:  
CITY ATTORNEY

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

## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/2011	<b>SUBJECT: RESOLUTION 2011-R-77</b> Authorizing the City Manager to execute a Multiple Use Agreement, MUA between the City of Laredo and the Texas Department of Transportation for use of a 0.3778 acre tract of right- of-way property adjacent to U.S. Highway 83 in south Laredo to provide for municipal library improvements and access. This tract is located on the northeast corner of U.S. Highway 83 and Palo Blanco Street, more particularly described by survey and metes and bounds in attached Exhibit "A".
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta Community Development Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b>  The Texas Department of Transportation has agreed to consider granting use of a tract of Right of Way located adjacent to Hwy. 83 to allow the City entry and use of 0.3778 acres for the access to parking facilities as part of a landscape buffer for the South Laredo Library project.  This MUA will allow the City use and bind the City to maintain the area until such time when TXDOT determines that the tract is needed for right of way purposes.  No fees for this use are proposed.	
<b>FINANCIAL:</b> No financial impact	
<b>COMMITTEE RECOMMENDATION</b>	<b>STAFF RECOMMENDATION:</b>  Recommends approval.

RESOLUTION 2011-R-77

AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTIPLE USE AGREEMENT BETWEEN THE CITY OF LAREDO AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR USE OF A 0.3778 ACRE TRACT OF RIGHT- OF-WAY PROPERTY ADJACENT TO U.S. HIGHWAY 83 IN SOUTH LAREDO TO PROVIDE FOR MUNICIPAL LIBRARY IMPROVEMENTS AND ACCESS. THIS TRACT IS LOCATED ON THE NORTHEAST CORNER OF U.S. HIGHWAY 83 AND PALO BLANCO STREET, MORE PARTICULARLY DESCRIBED BY SURVEY AND METES AND BOUNDS IN ATTACHED EXHIBIT "A".

**WHEREAS**, the City of Laredo has enjoyed a good working relationship with the Texas Department of Transportation and shares a long history of successful project partnerships; and

**WHEREAS**, the use of this tract provided by the Texas Department of Transportation will allow for landscaping and access to parking facilities required for the completion of the South Laredo Library project; and

**WHEREAS**, this Library facility will serve the needs of South Laredo residents of all ages and compliment school system facilities; and

**WHEREAS**, this City Council finds it is in the best interest of the community that the City partner with the Texas Department of Transportation in the Multiple Use agreement for the benefit of library users throughout the Laredo community; and therefore

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

SECTION 1: It authorizes the City Manager to execute a Multiple Use Agreement between the City of Laredo and the Texas Department of Transportation for use of a 0. 3778 acre tract of Right-Of-Way property adjacent to U.S. Highway 83 in South Laredo to provide for Municipal library improvements and access. This tract is located on the northeast corner of U.S. Highway 83 and Palo Blanco Street as depicted in the survey exhibit attached.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2011.

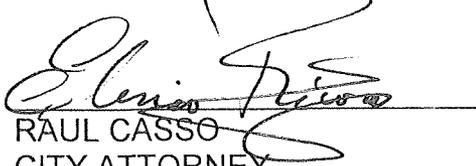
BY:

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

ATTEST:

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

APPROVED AS TO FORM:

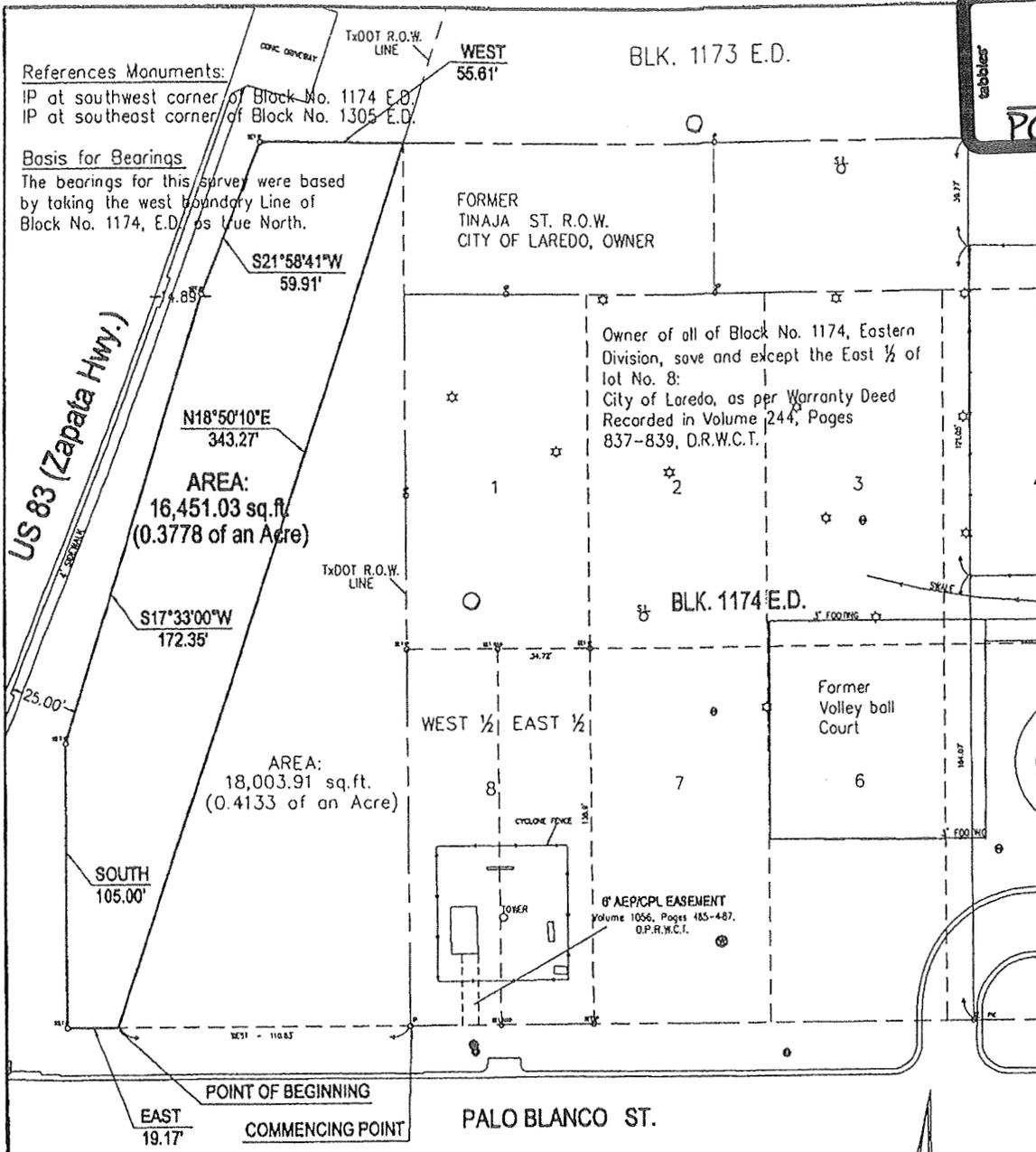
  
\_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY

References Monuments:

IP at southwest corner of Block No. 1174 E.D.  
IP at southeast corner of Block No. 1305 E.D.

Basis for Bearings

The bearings for this survey were based by taking the west boundary Line of Block No. 1174, E.D. as True North.



LEGEND

- ⊙ SET PK NAIL
- ⊙ WATER METER
- ⊙ IRON PIN FND.
- ⊙ SPRINKLER HEAD
- ⊙ SET IRON PIN
- ⊙ POWER POLE
- ⊙ SET NAIL 600
- ⊙ D.R.W.C.T. DEED RECORDS WEBB COUNTY, TEXAS.
- ⊙ WATER VALVE
- ⊙ O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS.
- ⊙ TRAFFIC SIGN
- ⊙ TREE



SCALE : 1" = 60'

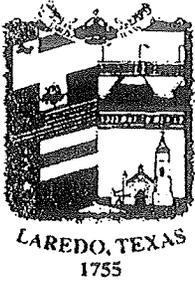
I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from an actual survey on the ground and from record information made under my supervision this 12th day of January, 2010.  
Witness my hand and seal this 12th day of January, 2010.

*Rogelio Rivera*  
Rogelio Rivera P.E.  
Texas R.P.L.S. No. 3052

**CITY OF LAREDO**  
ENGINEERING DEPARTMENT  
1110 HOUSTON ST. LAREDO, TX. 78040

**SURVEY**  
of  
A tract of land containing 16,451.03 sq.ft. (0.3778 of an Acre), in the Eastern Division, at the northeast corner of US 83 and Palo Blanco St., City of Laredo, Webb County, Texas.

BY :	DATE :
DRAWN : C. Chopa	01-11-10
CHECKED : R. Rivera, P.E.	01-11-10



CITY OF LAREDO  
ENGINEERING DEPARTMENT



**A 16,451.03 SQ.FT. (0.3778 OF AN ACRE) TRACT OF LAND**

A Tract of Land containing 16,451.03 sq.ft., (0.3778 of an Acre), situated in the, Eastern Division, City of Laredo, Webb County, Texas; said 16,451.03sq.ft.(0.3778 of an Acre) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin on the southwest corner of Block No.1174, Eastern Division;

**THENCE, WEST**, along the north right-of-way line of Palo Blanco Street, a distance of 110.83 feet to the southeast corner of this tract of land and **POINT-OF-BEGINNING** hereof;

**THENCE, N18°50'10"E**, along the esst boundary line of this tract of land, a distance of 343.27 feet to a point on the southwest corner of Block no. 1173, Eastern Division, for an exterior corner and point of deflection to the left;

**THENCE, WEST**, along the north boundary line of this tract of land, a distance of 55.61 feet to a set iron pin, for an exterior corner and point of deflection to the left;

**THENCE, S21°58'41"W**, along a west boundary line of this tract of land, a distance of 59.91 feet to a set iron pin, for an exterior corner and point of deflection to the left;

**THENCE, S17°33'00"W**, along a west boundary line of this tract of land, a distance of 172.35 feet to a set iron pin, for an exterior corner and point of deflection to the left;

**THENCE, SOUTH**, along a west boundary line of this tract of land, a distance of 105.00 feet to a set iron pin, for an exterior corner and point of deflection to the left;

**THENCE, EAST**, along the south boundary line of this tract of land, a distance of 19.17 feet to the **POINT-OF-BEGINNING** of this tract of land, containing 16,451.03 sq.ft. (0.3778 of an Acre), Eastern Division, City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on January 11<sup>th</sup>, 2010.

WITNESS MY HAND AND SEAL THIS 12th. DAY OF JANUARY, 2010.

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



**COUNCIL COMMUNICATION**

<p><b>DATE:</b></p> <p>8/1511</p>	<p><b>SUBJECT: RESOLUTION NO. 2011-R-078</b></p> <p><b>ACCEPTING THE CONVEYANCE OF THE FOLLOWING UTILITY EASEMENT, FOR AN 8 INCH DIAMETER WATER LINE FIRE LOOP AT VILLAS SAN AGUSTIN (CARMEL APARTMENTS), FROM:</b></p> <p><b>Mines Road Development, LTD. (F/K/A Fasken Management, LLC) –Utility Easement as follows:</b> One over a <u>0.5554 Acre Tract</u>, a copy of which conveyance is attached as Exhibit 1;</p> <p>And directing that the said Easement be filed of record in official property records of Webb County, Texas.</p>	
<p><b>INITIATED BY:</b> Celina Rivera, Real Estate Manager Community Development</p>	<p><b>STAFF SOURCE:</b> Tomas M. Rodriguez, Jr., P.E. Utilities Director</p>	
<p><b>PREVIOUS COUNCIL ACTION: N/A</b></p>		
<p><b>BACKGROUND:</b></p> <p>Mines Road Development, LTD. (F/K/A Fasken Management, LLC) 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 <u>8" Waterline Fire Loop at Villas San Agustin</u>.</p>		
<p><b>FINANCIAL IMPACT:</b> Land-557-0000-161.10-00</p>		
<p><b>COMMITTEE RECOMMENDATION:</b></p> <p>Approval of this resolution.</p>	<p><b>STAFF RECOMMENDATION:</b></p> <p>Approval of this resolution.</p>	

RESOLUTION NO. 2011-R-078

ACCEPTING THE CONVEYANCE OF THE FOLLOWING UTILITY EASEMENT, FOR AN 8 INCH DIAMETER WATER LINE FIRE LOOP AT VILLAS SAN AGUSTIN, FROM MINES ROAD DEVELOPMENT, LTD. (F/K/A FASKEN MANAGEMENT, LLC) THE CONVEYANCE OF UTILITY EASEMENT OF ONE 0.5554 ACRE TRACT, COPIES OF WHICH CONVEYANCES ARE ATTACHED AS EXHIBIT 1. AFTER CONVEYANCE THE CITY WILL CONSTRUCT AN 8 INCH DIAMETER WATERLINE FIRE LOOP ON THE SAID EASEMENT.

**WHEREAS**, Mines Road Development, LTD. has agreed to convey to the city by Utility Easement, one tract of 0.5554 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 an 8" Waterline Fire Loop at Villas San Agustin; and

**WHEREAS**, in order to proceed with the construction of the 8" Waterline Fire Loop Project, it is in the City of Laredo's best interests to accept the above-referenced conveyance from Mines Road Development, LTD.

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 (0.5554 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  
Assistant City Attorney

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

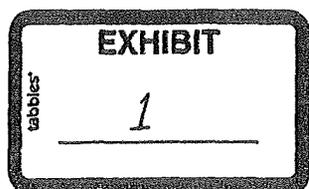
**UTILITY EASEMENT**

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

That the undersigned MINES ROAD DEVELOPMENT, LTD., (F/K/A FASKEN MANAGEMENT, LLC) of the State of Texas, County of Webb, hereinafter referred to as "Grantors," have GRANTED, CONVEYED and DEDICATED and by these presents do hereby GRANT, 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 perpetually maintain utility lines upon and through a eight (8) inch diameter water line fire loop utility easement, giving Grantee the right to construct, reconstruct, and repair the utility easement, together with all necessary laterals and appurtenant facilities, in, over, upon and across the following tract of land in Webb County, Texas:

A 0.5554 Acre Utility Easement, more or less, comprised of 1.0410 acre tract of land being out of Lot 205, Block 3 of Villas San Agustin, Unit 9, recorded in Volume 30, Pages 35-35A, Plat Records of Webb County, Texas; Less and except a 0.4856 acre tract of land, being out of Lot 205. Herein described Easement being more particularly described by metes and bounds on attached "Exhibit A."

This dedication, 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, repairing, and maintaining utility lines, including all necessary laterals and appurtenant facilities.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, 2011.

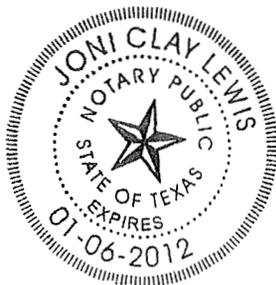
MINES ROAD DEVELOPMENT, LTD, A TEXAS LIMITED PARTNERSHIP  
By: FASKEN MANAGEMENT, LLC, ITS SOLE GENERAL PARTNER

By: Charles F. Hedges, Jr.  
Name Printed Charles F. Hedges, Jr.  
Title: Vice President

STATE OF TEXAS                   §  
  §  
COUNTY OF WEBB               §

This instrument was acknowledged before me on the 29<sup>th</sup> day of July, 2011, by Charles F. Hedges, Jr., as Vice President of MINES ROAD DEVELOPMENT, LTD., (F/K/A FASKEN MANAGEMENT, LLC) on behalf of said company.

Joni Clay Lewis  
Notary Public, State of Texas



STATE OF TEXAS \*  
COUNTY OF WEBB \*  
**0.5554 ACRE UTILITY EASEMENT**  
**(24,191.83 SF)**

FIELD NOTES OF A 0.5554 ACRE UTILITY EASEMENT, MORE OR LESS, COMPRISED OF A 1.0410 ACRE TRACT OF LAND BEING OUT OF LOT 205, BLOCK 3 OF VILLAS SAN AGUSTIN, UNIT 9, RECORDED IN VOLUME 30, PAGES 35-35A, PLAT RECORDS OF WEBB COUNTY, TEXAS, LESS AND EXCEPT A 0.4856 ACRE TRACT OF LAND, BEING OUT OF SAID LOT 205. HEREIN DESCRIBED EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod, being the southwesterly corner of Villas San Agustin, Unit 5, recorded in Volume 27, Page 59-60, Plat Records of Webb County, Texas, same being on the northerly line of Deerfield – Phase II, recorded in Volume 17, Page 48, Plat Records of Webb County, Texas.

Thence, N02°59'13"W, a distance of 751.41 feet to the POINT OF BEGINNING of this 1.0410 acre easement, and the southeasterly corner hereof;

Thence, N84°52'08"W, with the southerly line of herein described easement, a distance of 17.00 feet, for an exterior corner hereof;

Thence, N05°07'52"E, with the southerly line of herein described easement, a distance of 115.65 feet, for an interior corner hereof;

Thence, N84°52'08"W, with the southerly line of herein described easement, a distance of 16.86 feet, for an interior corner hereof;

Thence, S05°07'52"W, with the southerly line of herein described easement, a distance of 23.02 feet, for an exterior corner hereof;

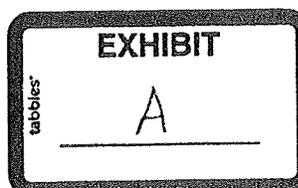
Thence, S64°23'25"W, with the southerly line of herein described easement, a distance of 18.49 feet, for an exterior corner hereof;

Thence, N25°36'35"W, with the southerly line of herein described easement, a distance of 15.00 feet, for an exterior corner hereof;

Thence, N64°23'25"E, with the southerly line of herein described easement, a distance of 9.96 feet, for an interior corner hereof;

Thence, N05°07'52"E, with the southerly line of herein described easement, a distance of 14.49 feet, for an interior corner hereof;

Thence, N84°52'08"W, with the southerly line of herein described easement, a distance of 30.17 feet, for an interior corner hereof;



Thence, S09°59'23"E, with the southerly line of herein described easement, a distance of 12.30 feet, for an exterior corner hereof;

Thence, S80°00'37"W, with the southerly line of herein described easement, a distance of 15.00 feet, for an exterior corner hereof;

Thence, N09°59'23"W, with the southerly line of herein described easement, a distance of 16.36 feet, for an interior corner hereof;

Thence, N84°52'08"W, with the southerly line of herein described easement, a distance of 15.00 feet, for an exterior corner hereof;

Thence, N13°26'46"W, with the westerly line of herein described easement, a distance of 98.95 feet, for the most westerly corner hereof;

Thence, N16°22'41"E, with the westerly line of herein described easement, a distance of 232.29 feet, for an exterior corner hereof;

Thence, S69°22'38"E, with the westerly line of herein described easement, a distance of 21.10 feet, for an interior corner hereof;

Thence, N22°45'57"E, with the westerly line of herein described easement, a distance of 222.13 feet, for an exterior corner hereof;

Thence, S84°52'08"E, with the northerly line of herein described easement, a distance of 8.16 feet to point situated on the common division line between said Lot 205, and the westerly right-of-way line of Riverbank Drive, as per Fasken & Riverbank Right-Of-Way Dedication Plat, recorded in Volume 27, Page 37, Plat Records of Webb County, Texas, for the northeasterly corner hereof;

Thence, S05°07'52"W, with the common division line between said Lot 205 and the westerly right-of-way line of said Riverbank Drive, same being the easterly line of herein described easement, a distance of 23.84 feet, for a point of deflection hereof;

Thence, S22°45'57"W, with the easterly line of herein described easement, a distance of 122.78 feet, for an interior corner hereof;

Thence, S69°22'38"E, with the easterly line of herein described easement, a distance of 23.09 feet, for an exterior corner hereof;

Thence, S20°37'22"W, with the easterly line of herein described easement, a distance of 78.49 feet, for an interior corner hereof;

Thence, S69°22'38"E, with the easterly line of herein described easement, a distance of 37.26 feet, to a point situated on the common division line between said Lot 205 and the westerly right-of-way line of said Riverbank Drive, for an exterior corner hereof;

Thence, S05°07'52"W, with the common division line between said Lot 205 and the westerly right-of-way line of said Riverbank Drive, a distance of 398.57 feet, continuing along the same bearing, with the common division line between said Lot 205 and Riverbank Drive as per said Villas San Agustin, Unit 5, a distance of 12.16 feet, for a total distance of 410.73 feet, to said POINT OF BEGINNING, containing within these metes and bounds 1.0410 acres more or less.

**LESS AND EXCEPT A 0.4856 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

Commencing at a found ½ inch iron rod, being the southwesterly corner of Villas San Agustin, Unit 5, recorded in Volume 27, Page 59-60, Plat Records of Webb County, Texas, same being on the northerly line of Deerfield, Phase II, recorded in Volume 17, Page 48, Plat Records of Webb County, Texas.

Thence, N02°52'55"W, a distance of 883.15 feet for the POINT OF BEGINNING of this 0.4856 acre tract of land and the southeasterly corner hereof;

Thence, N84°52'08"W, with the southerly line of herein described easement, a distance of 65.66 feet, for an exterior corner hereof;

Thence, N08°50'15"W, with the westerly line of herein described easement, a distance of 102.05 feet, for the most westerly corner hereof;

Thence, N17°24'50"E, with the westerly line of herein described easement, a distance of 169.85 feet, for a point of deflection hereof;

Thence, N22°45'57"E, with the westerly line of herein described easement, a distance of 18.55 feet, for the most northerly corner hereof;

Thence, S69°22'38"E, with the northerly line of herein described easement, a distance of 50.37 feet, for the most northerly northeast corner hereof;

Thence, S05°07'52"W, with the easterly line of herein described easement, a distance of 97.04 feet, for a point of deflection hereof;

Thence, S39°52'08"E, with the easterly line of herein described easement, a distance of 8.72 feet, for a point of deflection hereof;

Thence, S05°07'52"W, with the easterly line of herein described easement, a distance of 133.70 feet, for a point of deflection hereof;

February 2, 2011

Thence, S50°07'52"W, with the easterly line of herein described easement, a distance of 8.72 feet, for a point of deflection hereof;

Thence, S05°07'52"W, with the easterly line of herein described easement, a distance of 26.15 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 0.4856 acres, more or less.

FOR A TOTAL OF 0.5554 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

  
2-25-11

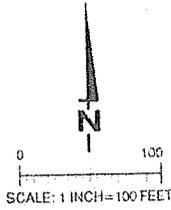


# SURVEY

OF

A 0.5554 ACRE (24,191.83 SF) UTILITY EASEMENT

BEING OUT OF LOT 205, BLOCK 3, VILLAS SAN AGUSTIN UNIT 9, RECORDED IN VOLUME 30,  
PAGES 35-35A. PLAT RECORDS OF WEBB COUNTY, TEXAS.



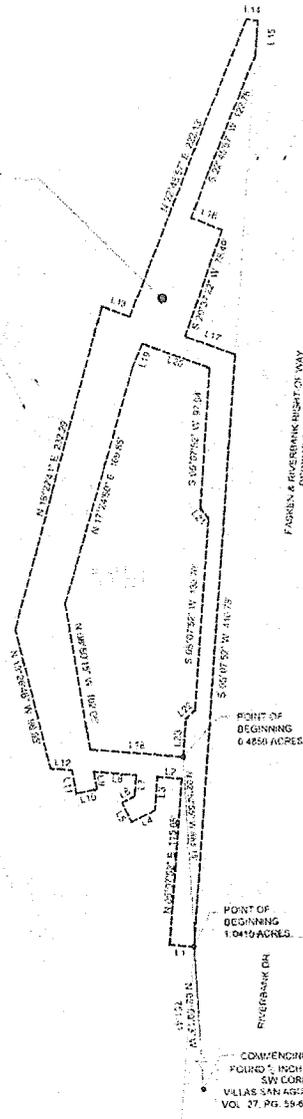
REMAINING PORTION OF  
A 226.2885 ACRES TRACT  
MINES ROAD DEVELOPMENT LTD  
VOL. 1885 PGS. 142-146.  
O.P.R.W.C.T.

VILLAS SAN AGUSTIN - UNIT 4  
9.6657 ACRES  
VOL. 27, PG. 58-59, P.R.W.C.T.

VILLAS SAN AGUSTIN - UNIT 5  
28.0310 ACRES  
VOL. 27, PG. 59-60, P.R.W.C.T.

VILLAS SAN AGUSTIN - UNIT 9  
VOL. 30, PGS. 35-35A, P.R.W.C.T.

UTILITY EASEMENT  
0.5554 ACRES



LINE TABLE		
LINE	LENGTH	BEARING
L1	17.00	N84°52'08"W
L2	16.86	N84°52'08"W
L3	23.02	S05°07'52"W
L4	18.49	S64°23'25"W
L5	15.00	N25°36'35"W
L6	9.95	N64°23'26"E
L7	14.49	N05°07'52"E
L8	30.17	N84°52'08"W
L9	12.32	S09°59'23"E
L10	15.00	S89°00'37"W
L11	16.36	N09°59'23"W
L12	15.00	N84°52'08"W
L13	21.10	S69°22'38"E
L14	8.15	S84°52'08"E
L15	23.84	S05°07'52"W
L16	23.09	S69°22'38"E
L17	37.26	S69°22'38"E
L18	55.86	N84°52'08"W
L19	18.55	N22°45'57"E
L20	50.37	S69°22'38"E
L21	8.72	S38°52'08"E
L22	8.72	S69°22'38"W
L23	26.16	S05°07'52"W

BASE OF BEARING  
1983 MEAN NA 83 (NAD 83) AS USED AND CORRECTED TO

STATE OF TEXAS  
COUNTY OF WEBB

I, SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I AM THE AUTHOR OF THIS SURVEY. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF TEXAS AND THE SURVEYING ACTS OF THE UNITED STATES OF AMERICA. THE SURVEY WAS MADE ON THE 22ND DAY OF FEBRUARY, 2011, AND FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING.



DATE: 02-02-2011  
REVISION:

SHEET NO. 1 of 1

**VILLAS SAN AGUSTIN - UNIT 9**  
LAREDO, TEXAS  
**0.5554 ACRE UTILITY EASEMENT**

DATE: 02-02-2011  
REVISION:

**GILPIN ENGINEERING COMPANY**  
101 W. Hildebrand Road, Ste. 8  
Laredo, Texas 78041  
Texas Registered Firm F-6268

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

## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/2011	<b>SUBJECT: RESOLUTION 2011-R-079</b> Authorizing the City Manager to accept the surface only of two tracts of land being dedicated to City of Laredo by ZAFTEX CORP. for municipal purposes. The two tracts are further described as follows: Tract I: 3.55 acres, more or less, situated in Porcion 32, being out of Part B-1, Original Share 1, Bruni Estate, a 128.093 acre tract recorded in Vol. 410, Pages 79-81, Deed Records of Webb County, Texas Tract II: 9.86 acres, more or less, part being out of a 25.702 acre tract recorded in Vol. 1247, Pages 127-130, Webb County Deed Records, and being out of an 128.09 acre tract recorded in Vol. 410, Pages 79-81, Webb County Deed Records and situated in Porcion 32, out of Part A-1, Share 1, of L.E. Bruni Estate more particularly described on attached, Exhibits "A" and "B".
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Ronnie Acosta, CD Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b>  ZAFTEX CORPORATION has agreed to dedicate to the City two tracts of land adjacent to the Century City Subdivision for municipal purposes to include park facilities and utility services.  Tract I is approximately 3.55 acres located behind Century City Subdivision Unit 1 as depicted in attached Exhibit A. Tract II is 9.86 acre tract located just northeast of Century City Subdivision Unit 3 as depicted in attached Exhibit B.  These tracts will offer area residents future connectivity to other parks within the City's growing park system.	
<b>FINANCIAL IMPACT:</b> Fixed Asset Acct. No. 991-0000-161-0000	
<b>COMMITTEE RECOMMENDATION:</b> N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends passage of this resolution.

**RESOLUTION 2011-R-079**

**AUTHORIZING THE CITY MANAGER TO ACCEPT THE SURFACE ONLY OF TWO TRACTS OF LAND BEING DEDICATED TO CITY OF LAREDO BY ZAFTEX CORP. FOR MUNICIPAL PURPOSES. THE TWO TRACTS ARE FURTHER DESCRIBED AS FOLLOWS:**

**TRACT I: 3.55 ACRES, MORE OR LESS, SITUATED IN PORCION 32, BEING OUT OF PART B-1, ORIGINAL SHARE 1, BRUNI ESTATE, A 128.093 ACRE TRACT RECORDED IN VOL. 410, PAGES 79-81, DEED RECORDS OF WEBB COUNTY, TEXAS**

**TRACT II: 9.86 ACRES, MORE OR LESS, PART BEING OUT OF A 25.702 ACRE TRACT RECORDED IN VOL. 1247, PAGES 127-130, WEBB COUNTY DEED RECORDS, AND BEING OUT OF AN 128.09 ACRE TRACT RECORDED IN VOL. 410, PAGES 79-81, WEBB COUNTY DEED RECORDS AND SITUATED IN PORCION 32, OUT OF PART A-1, SHARE 1, OF L.E. BRUNI ESTATE MORE PARTICULARLY DESCRIBED ON ATTACHED, EXHIBITS "A" AND "B".**

**WHEREAS**, ZAFTEX Corporation has agreed to provide the City the dedication of the surface only of two tracts of property;

**WHEREAS**, this property will provide the public future services to include park facilities, utilities and other public infrastructure;

**WHEREAS**, this property will benefit the community parks by providing future connectivity to other park facilities;

**WHEREAS**, City Council is in agreement that it is in the best interest of the City of Laredo to accept the above-referenced dedications, as described on attached Exhibits "A" and "B".

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

The City Manager is authorized to accept the surface only of two tracts of land being dedicated to City of Laredo by ZAFTEX CORP. for municipal purposes, described as follows:

Tract I: 3.55 acres, more or less, situated in Porcion 32, being out of Part B-1, Original Share 1, Bruni Estate, a 128.093 acre tract recorded in Vol. 410, Pages 79-81, Deed Records of Webb County, Texas

Tract II: 9.86 acres, more or less, part being out of a 25.702 acre tract recorded in Vol. 1247, Pages 127-130, Webb County Deed Records, and being out of an 128.09 acre tract recorded in

Vol. 410, Pages 79-81, Webb County Deed Records and situated in Porcion 32, out of Part A-1, Share 1, of L.E. Bruni Estate more particularly described on attached, Exhibits "A" and "B".

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

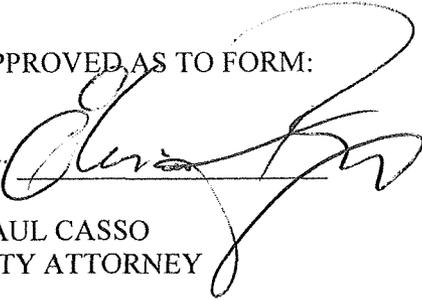
\_\_\_\_\_  
RAUL G. SALINAS  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

By

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

## DEDICATION DEED

STATE OF TEXAS           §

COUNTY OF WEBB         §

Deed made the 6th day of June, 2011, by ZAFTEX CORPORATION, a Texas corporation, having its office and principal place of business at 1407 Washington Street, Laredo, Texas, acting by and through its president C. M. Zaffirini, as authorized by resolution of the board of directors of the corporation dated November 22, 2010; and RODOLFO G. ZAFFIRINI, JR., LUIS A. ZAFFIRINI and CARLOS M. ZAFFIRINI, SR. referred to as "Dedicator"<sup>1</sup>, to the CITY OF LAREDO, County of Webb, State of Texas, referred to as "Transferee".

Dedicator by this instrument dedicates, releases, remises, and quitclaims to Transferee, to have and to hold for the public use forever, Save and Except the right of Dedicator to construct and use Detention Pond facilities for the adjoining 20.84 acres described on Exhibit "C", which Dedicator reserves unto itself; and subject to the conditions herein provided, all that certain land described as follows:

**Tract I:**

Situated in Webb County, Texas, and being THE SURFACE ONLY of a tract of land containing 3.55 acres, more or less, situated in Porcion 32, being out of Part B-1, Original Share 1, Bruni Estate, a 128.093 acre tract recorded in Volume 410, Pages 79-81, Deed Records of Webb County, Texas. Said 3.55 acre tract being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof by this reference.

**Tract II:**

Situated in Webb County, Texas, and being THE SURFACE ONLY of a tract of land containing 9.86 acres, more or less, part being out of a 25.702 acre tract recorded in Volume 1247, Pages 127-130, Webb County Deed Records, and Part being out of a 128.09 acre tract recorded in Volume 410, Pages 79-81, Webb County Deed Records, situated in Porcion 32, out of Part A-1, Share 1, of the L. E. Bruni Estate. Said 9.86 acre tract being more particularly described by metes and bounds in Exhibit B attached hereto and made a part hereof by this reference.

---

<sup>1</sup> The Dedicator individuals in this Dedication Deed transfer their interest as it may appear as to Tract II.

The land described in this instrument is subject to the following conditions:

1. Transferee shall use the property for the following purposes only:
  - a. Public park;
  - b. Public storm drainage;
  - c. Public underground sanitary sewer lines; and
  - d. Public underground utility lines.
2. Transferee shall maintain the property in a clean, sanitary and safe condition.
3. Transferee shall not permit any hazardous and/or toxic substances to be stored on and/or transported through the property described in this instrument.

Transferee, by accepting this dedication, obligates itself to forever preserve and use the above-described land for the purpose listed above, and no other.

If any part of the property dedicated in this instrument is not used and maintained for public purposes as mentioned above, or if any part ceases to be used and maintained for the specified purposes, or if any part be used for any other purpose, then all the right, title, and interest in and to the property and to the improvements on the property will revert to and revert in ZAFTEX CORPORATION, its successors and assigns, as fully and completely as if this instrument had not been executed.

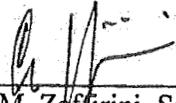
The dedication of the above-described land is given with the express understanding, and Dedicator expressly stipulates, that in the event the above-described land and premises or any part of such land and premises is conveyed by the above Transferee or its successors, the land will revert to the Dedicator's successors and assigns, together with the right of immediate possession of the land.

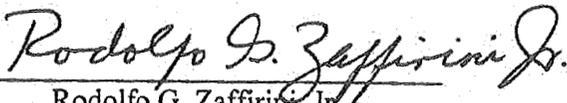
If Transferee fails to comply with any or all of the conditions listed above, it will be lawful for Dedicator, or its successors or assigns, to reenter and repossess the property dedicated under this instrument and thereafter to peaceably hold and enjoy such property as if the dedication had not been made.

When the context requires, singular nouns and pronouns include the plural.

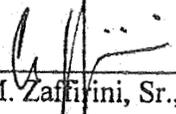
EXECUTED at Laredo, Texas, on the above mentioned date.

ZAFTEX CORPORATION

By:   
C. M. Zaffirini, Sr., President

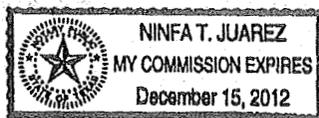
  
Rodolfo G. Zaffirini, Jr.

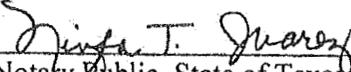
  
Luis A. Zaffirini

  
Carlos M. Zaffirini, Sr., Individually

STATE OF TEXAS       §  
COUNTY OF WEBB     §

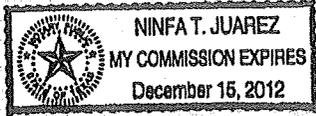
This instrument was acknowledged before me on the 6<sup>th</sup> day of JUNE, 2011, by C. M. Zaffirini, Sr., Individually and as President of ZafTex Corporation, on behalf of said corporation.



  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF WEBB       §

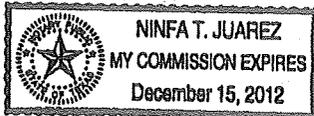
This instrument was acknowledged before me on the 7<sup>th</sup> day of JUNE, 2011,  
by Rodolfo G. Zaffirini, Jr.



Ninfa T. Juarez  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF WEBB       §

This instrument was acknowledged before me on the 7<sup>th</sup> day of JUNE, 2011,  
by LUIS A. ZAFFIRINI.



Ninfa T. Juarez  
Notary Public, State of Texas

**Metes and Bounds Description**

**3.55 Acre Tract of Land**

A tract of land containing 3.55 acres, more or less, situated in Porcion 32, being out of a Part A-1, Share 1, L.E. Bruni Estate, a 128.039 acre tract recorded in Volume 410, Pages 79-81, Deed Records of Webb County, Texas. Said 3.55 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at the most southern corner of Lot 209, Block 12, Century City Subdivision, Unit 1, as recorded in Volume 3, Pages 2-4, Plat Records of Webb County, Texas, for the southwest corner and **POINT OF BEGINNING** of this tract;

Thence, N 34°24'11" E, along the east boundary line of said Block 12, Century City Subdivision, Unit 1, a distance of 270.00 feet to a corner being the most southerly corner of Lot 206, Block 12, Century City Subdivision, Unit 1, for an interior corner hereof;

Thence, N 12°05'31" E, along the east boundary line of said Lot 206, Block 12, Century City Subdivision, Unit 1, a distance of 115.00 feet to a corner being the southeast corner of Lot 205, Block 12, Century City Subdivision, Unit 1, for an interior corner hereof;

Thence, N 15°49'29" W, along said east boundary line of Block 12, Century City Subdivision, Unit 1, a distance of 274.00 feet to the southeast corner of Lot 202, Block 12, Century City Subdivision, Unit 1, for a point of deflection hereof;

Thence, N 07°49'29" W, along the east boundary line of said Lot 202, Block 12, Century City Subdivision, Unit 1, a distance of 18.13 feet to a corner being the northeast corner of said Lot 202, Block 12, Century City Subdivision, Unit 1, for a point of deflection hereof;

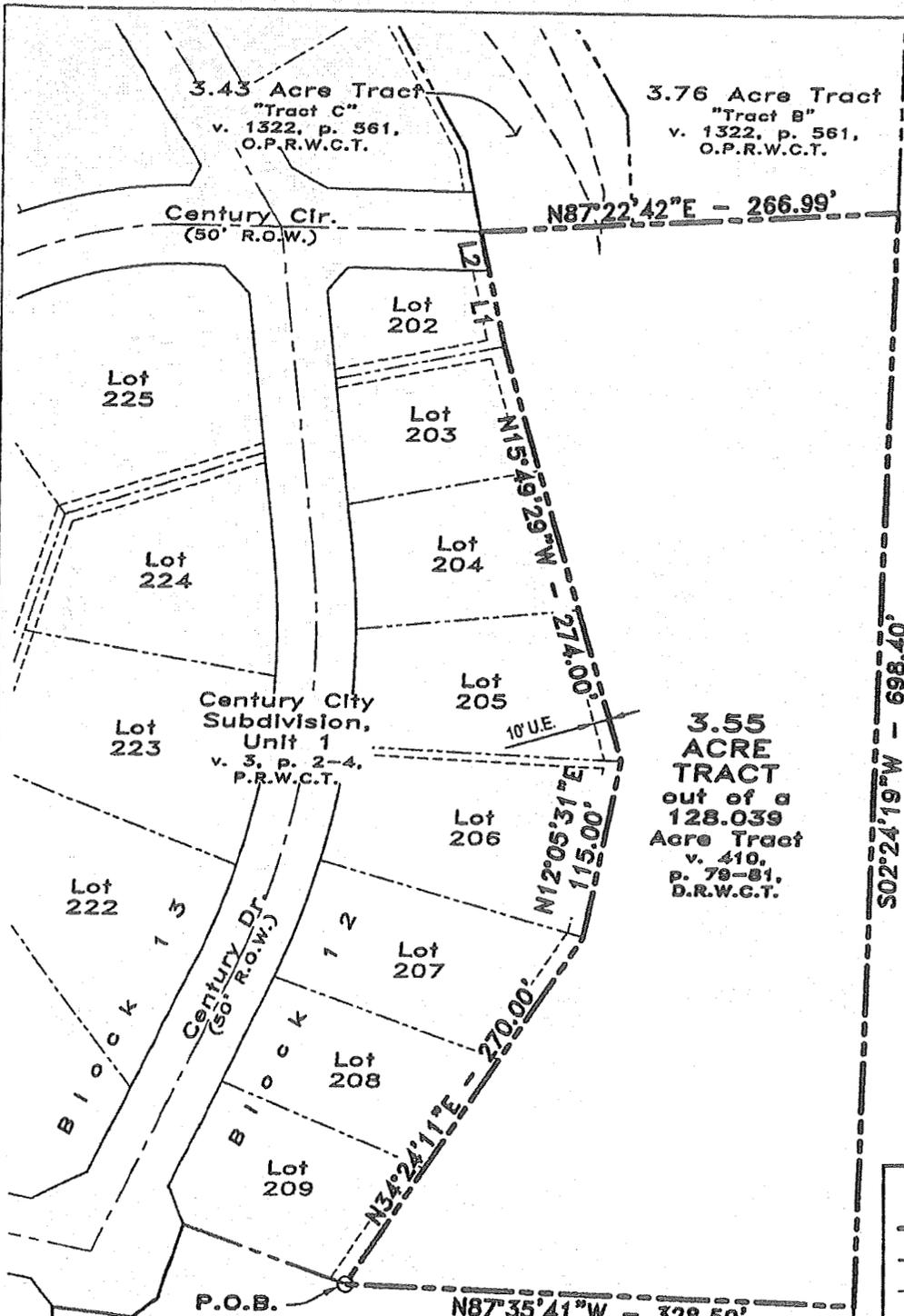
Thence, N 09°52'38" W, a distance of 26.99 feet, for the northwest corner hereof;

Thence, N 87°22'42" E, a distance of 266.99 feet to a point on the east boundary line of said 128.093 acre tract, for the northeast corner hereof;

Thence, S 02°24'19" W, along said east boundary line of 128.093 acre tract, a distance of 698.40 feet, for the southeast corner hereof;

Thence, N 87°35'41" W, a distance of 328.59 feet to the **POINT OF BEGINNING** for this described 3.55 acre tract of land, more or less.

**Note: This Metes and Bounds Description was prepared from Maps, Deeds, and Other Documents of Record made available by the Client, and without the full benefit of a Title Commitment Report or an On-the-Ground Survey.**



NOTES

1. THIS DRAWING WAS MADE FROM MAPS, DEEDS, AND OTHER DOCUMENTS OF RECORD MADE AVAILABLE BY THE CLIENT. THIS DRAWING IS NOT AN ON-THE-GROUND SURVEY AND WAS DONE WITHOUT THE FULL BENEFIT OF A TITLE COMMITMENT REPORT.
2. BY GRAPHICAL PLOTTING ONLY, THIS TRACT IS LOCATED WITHIN ZONE X AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 48479C 1380C, WITH AN EFFECTIVE DATE OF APRIL 2, 2008.

Part B-1, Share 1  
A.M. Bruni Estate  
v. 219, p. 521-534,  
D.R.W.C.T.

**LINE DATA TABLE**

No	Bearing	Distance
L1	N07°49'29"W	46.80'
L2	N09°52'38"W	26.99'

**LEGEND**

- BOUNDARY LINE
- - - PROPERTY LINE
- . - LOT LINE
- - - R.O.W. CENTER LINE
- - - UTILITY EASEMENT LINE
- - - 100 YEAR FLOOD ZONE AE LIMITS
- P.O.B. POINT OF BEGINNING

SCALE: 1"=100'

**3.55 ACRE TRACT**  
out of a 128.039 acre tract as recorded in v. 410, p. 79-81, D.R.W.C.T.  
City of Laredo, Webb County, Texas

MEJIA ENGINEERING COMPANY

1000 W. BROADWAY, SUITE 1000  
LAREDO, TEXAS 78401  
PHONE: (361) 798-1111  
FAX: (361) 798-1112

**Metes and Bounds Description**

**9.86 Acre Tract of Land**

A tract of land containing 9.86 acres, more or less, Part being out of a 25.702 acre tract recorded in Volume 1247, Pages 127- 130, Webb County Deed Records and also Part being out of a 128.09 acre tract recorded in Volume 410, Pages 79 -81, Webb County Deed Records, situated in Porcion 32, out of a Part A-1, Share 1, of the L. E. Bruni Estate, Webb County, Texas;

**BEGINNING** at a ½" iron rod found being the southeast corner of Lot 1, Block 2, Junction Park Subdivision recorded in Volume 14, Page 48, Webb County Plat Records, Webb County, Texas and the **POINT OF BEGINNING** of this tract;

Thence, N 00°48'50" W, a distance of 346.72 feet to a point on the south right-of-way line Loop 20 (variable right-of-way) for an exterior corner hereof;

Thence, N 63°46'42" E, a distance of 135.23 feet along said Loop 20 right-of-way, a distance of 135.23 feet for an exterior corner hereof;

Thence the following courses,

- S 27°15'41" E, a distance of 426.31 feet to a point of deflection to the left;
- S 41°41'53" E, a distance of 105.12 feet to a point of deflection to the left;
- S 63° 51'15" E, a distance of 235.0 feet to a point of deflection to the left;
- S 84°38'22" E, a distance of 136.20 feet to a point of deflection to the left;
- N 86°57'46" E, a distance of 157.76 feet to a point of deflection to the right;
- S 46°16'01" E, a distance of 580.84 feet to a point of deflection to the left;

Thence, S 76°25'51" E, a distance of 38.41 feet for an exterior corner hereof;

Thence, S 16°29'09" W, a distance of 138.62 feet for an interior corner hereof;

Thence, S 66°40'17" E, a distance of 112.96 feet to a point on the west right-of-way line of Century City Blvd. (80'right-of-way) for an exterior corner hereof;

Thence, S 00°38'24" W, along said Century City Blvd., a distance of 99.20 feet for an exterior corner hereof;

Thence the following courses,

- N 66°35'55" W, a distance of 246.01 feet to a point of deflection to the right;
- N 42°19'07" W, a distance of 350.46 feet to a point of deflection to the left;
- N 78°17'39" W, a distance of 141.16 feet to a point of deflection to the right;
- N 69°09'36" W, a distance of 691.64 feet to a point of deflection to the right;

Thence, N 50°07'37" W, a distance of 206.50 feet for an exterior corner hereof;

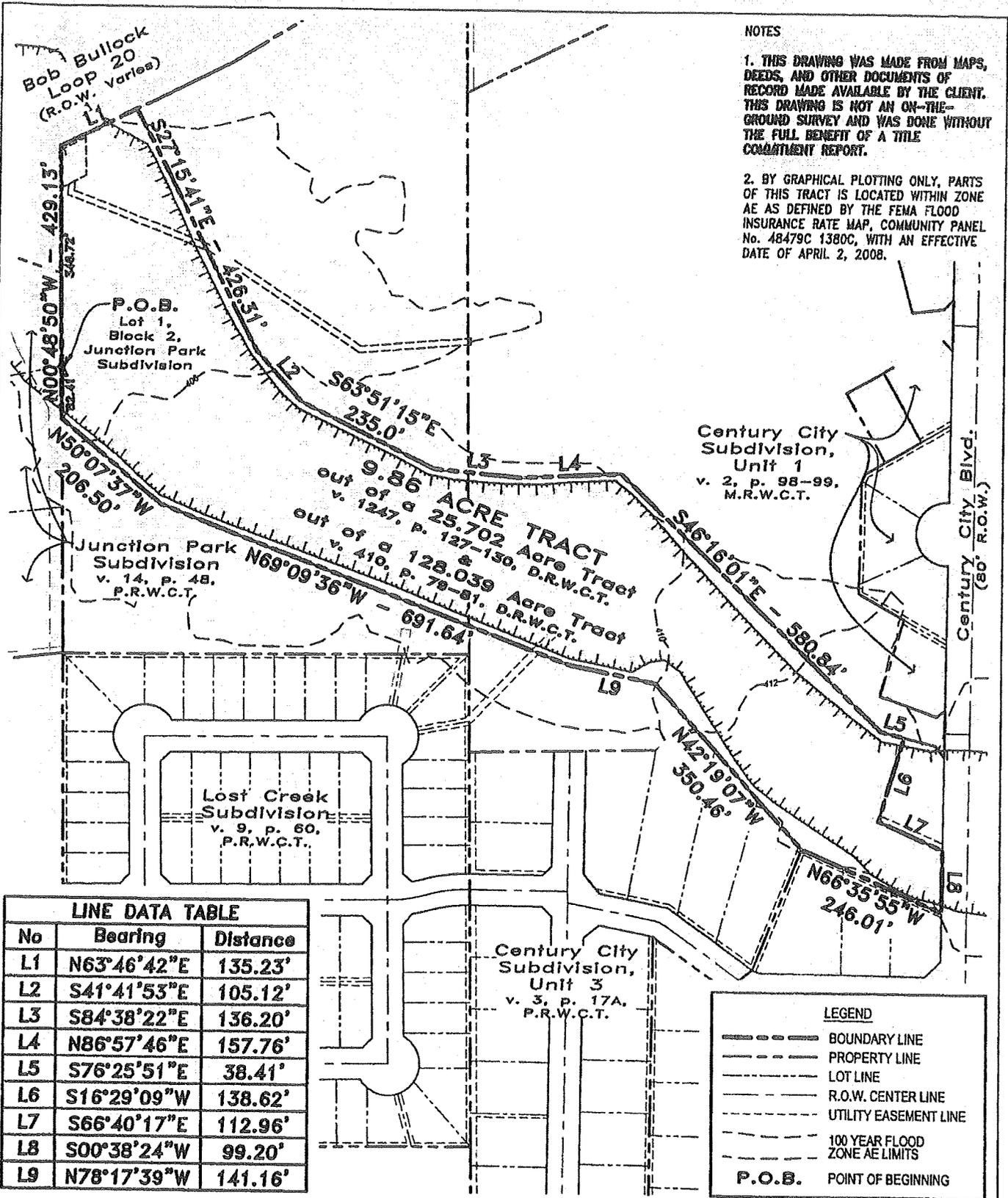
Thence, N 00°48'50" W, a distance of 82.41 feet to the **POINT OF BEGINNING** for this described 9.86 acre tract of land, more or less.

**Note: This Metes and Bounds Description was prepared from Maps, Deeds and Other Documents of record made available by the Client, and without the full benefit of a Title Commitment Report or an On-the-Ground Survey.**

NOTES

1. THIS DRAWING WAS MADE FROM MAPS, DEEDS, AND OTHER DOCUMENTS OF RECORD MADE AVAILABLE BY THE CLIENT. THIS DRAWING IS NOT AN ON-THE-GROUND SURVEY AND WAS DONE WITHOUT THE FULL BENEFIT OF A TITLE COMMITMENT REPORT.

2. BY GRAPHICAL PLOTTING ONLY, PARTS OF THIS TRACT IS LOCATED WITHIN ZONE AE AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 48479C 1380C, WITH AN EFFECTIVE DATE OF APRIL 2, 2008.



LINE DATA TABLE		
No	Bearing	Distance
L1	N63°46'42"E	135.23'
L2	S41°41'53"E	105.12'
L3	S84°38'22"E	136.20'
L4	N86°57'46"E	157.76'
L5	S76°25'51"E	38.41'
L6	S16°29'09"W	138.62'
L7	S66°40'17"E	112.96'
L8	S00°38'24"W	99.20'
L9	N78°17'39"W	141.16'

LEGEND	
	BOUNDARY LINE
	PROPERTY LINE
	LOT LINE
	R.O.W. CENTER LINE
	UTILITY EASEMENT LINE
	100 YEAR FLOOD ZONE AE LIMITS
	P.O.B. POINT OF BEGINNING

SCALE: 1"=200'

**9.86 ACRE TRACT**  
 out of a 25.702 acre tract of land  
 as recorded in v. 1247, p. 127-130, D.R.W.C.T.  
 &  
 out of a 128.039 acre tract  
 as recorded in v. 410, p. 79-81, D.R.W.C.T.  
 City of Laredo, Webb County, Texas

**MEJIA ENGINEERING COMPANY**

F:\PROJECTS\Independence Hill Regional Park\dwg\exhib2\9.86 Acre Tract @ 14.20 & 20.60 Acres.dwg

**Metes and Bounds Description**  
**20.84 Acre Tract of Land**

A tract of land containing 20.84 acres, more or less, Part being out of a 25.702 acre tract recorded in Volume 1247, Pages 127- 130, Webb County Deed Records and being a Part out of a 20.6003 acre tract recorded in Volume 118, Pages 427- 429, Official Public Records, Webb County, Texas, situated in Porcion 32, out of a Part A-1, Share 1, of the L. E. Bruni Estate, Webb County, Texas;

**Beginning** at the northwest corner of Lot 1, Block 1, Zaftex Subdivision Phase 1 recorded in Volume 17, Page 47, Webb County Plat Records;

Thence, S 00°23'02" E, along the west line of said Lot 1, Block 1, Zaftex Subdivision Phase 1, a distance of 269.90 feet to the southwest corner of said Lot 1, Block 1 and an interior corner of this tract;

Thence, N 63°05'21" E, along the south line of said Zaftex Subdivision Phase 1, a distance of 524.78 feet to the southeast corner of said Phase 1, continuing same course, a distance of 148.0 feet to the southeast corner of Zaftex Subdivision Phase 2 recorded in Volume 22, Page 87, Webb County Plat Records, and continuing same course, a distance of 95.94 feet, to an exterior corner of Zaftex Subdivision Phase 2 Replat recorded in Volume 25, Page 10, Webb County Plat Records, for a total sum distance of 768.72 feet to said exterior corner point being on the west line of Lot 70, Block 4, Century City Subdivision, Unit 1 recorded in Volume 2, Page 98 - 99, Webb County Plat Records for an exterior corner of this tract;

Thence, S 00°38'24" W, along the west line of Lots 70,71,72 and 73, Block 4, Century City Subdivision, Unit 1 a distance of 228.62 feet to a corner point being the southwest corner of said Lot 73, for an interior corner of this tract;

Thence, S 89°21'36" E, along the south line of said Lot 73, a distance of 85.0 feet to a point being a corner clip of said Lot 73 for a point of deflection to the left;

Thence, N 45°38'24" E, along the southeast line of said Lot 73, a distance of 21.21 feet to a point being the corner clip of said Lot 73 on the west right-of-way line of Century Blvd. for an exterior corner of this tract;

Thence, S 00°38'24" W, along the west right-of-way line of Century Blvd., a distance of 80.0 feet to a point being a corner clip of Lot 94, Block 4, Century City Subdivision, Unit 1 for an exterior corner of this tract;

Thence, N 44°21'36" W, along the northeast line of said Lot 94, a distance of 21.21 feet to a point being a corner clip of said Lot 94, for a point of deflection to the left;

Thence, N 89°21'36" W, along the north line of said Lot 94, a distance of 85.0 feet to a point being the northwest corner of said Lot 94 for an interior corner of this tract;

Thence, S 00°38'24" W, along the west line of said Lot 94 and Lot 95, a distance of 140.0 feet to a point being the southwest corner of said Lot 95 and an interior corner of this tract;

Thence, S 89°29'16" E, along the south line of said Lot 95 feet, a distance of 100.0 feet to a point on the west right-of-way line of Century Blvd. for an exterior corner of this tract;

EXHIBIT "C"

Thence, S 00°38'24" W, along the west right-of-way line Century Blvd., a distance of 155.22 feet to a point being the northeast corner of Lot 157, Block 7, Century City Subdivision, Unit 1 for an exterior corner of this tract;

Thence, N 89°21'36" W, along the north line of said Lot 157, a distance of 100.00 feet to a point being the northwest corner of said Lot 157 for an interior corner of this tract;

Thence, S 15°59'30" E, along the west line of said Lot 157, a distance of 117.0 feet to a point being the southwest corner of said Lot 157, said point also being a point on a curve to the right;

Thence, along the curve having an arc length of 52.05 feet, a radius of 338.50 feet, a delta of 08°48'37", a chord bearing of N 82°47'12" E, a chord distance of 52.00 feet and a middle ordinate of 1.0 feet said curve being the south line of said Lot 157 to a point being a corner clip of said Lot 157 for a point of deflection to the left;

Thence, N 45°38'24" E, along the southeast line of said Lot 157, a distance of 21.21 feet to a point being a corner clip of said Lot 157 on the west right-of-way line of Century Blvd. for an exterior corner of this tract;

Thence, S 00°38'24" W, along the west right-of-way line of Century Blvd., a distance of 80.0 feet to a point being a corner clip of Lot 165, Block 8, Century City Subdivision Unit 1, for an exterior corner of this tract;

Thence, N 44°21'36" W, along the northeast line of said Lot 165, a distance of 21.21 feet to a point being a corner clip of said Lot 165, said point also being a point on a curve to the left;

Thence, along the said curve having an arc length of 109.92 feet, a radius of 301.25 feet, a delta of 20°54'25", a chord bearing of S 61°57'16" W, a chord distance of 109.32 feet and a middle ordinate of 5.0 feet said curve being the north line of said Lot 165 to a point being the northwest corner of said Lot 165 for a point of tangency;

Thence, S 60°41'18" W, along the northwest line of a 2.009 acre tract mentioned in deed recorded in Volume 118, Page 428, Official Public Records, Webb County, Texas, a distance of 67.86 feet, to a point being the northwest corner of said 0.2009 acre tract for an interior corner of this tract;

Thence, S 30°08'08" E, along the southwest line of said 0.2009 acre tract, a distance of 125.0 feet to a point being the southwest corner of said Lot 166, said point being on the northwest line of Lot 176, Block 8, Century City Subdivision Unit 1 for an exterior corner of this tract;

Thence, S 60°21'51" W, along the northwest line of said Lot 176, a distance of 42.44 feet to point being the northwest corner of Lot 176 and the northeast corner of Lot 175, Block 8, Century City Unit 1, for an interior corner of this tract;

Thence, S 01°08'53" W, along the west line of said Lot 175, a distance of 186.50 feet to a point being the southwest corner of said Lot 175 and same being the northwest corner of Lot 174, Block 8, Century City Subdivision Unit 1 for an interior corner of this tract;

Thence, S 61°31' 04" E, along the south line of said Lot 174, a distance of 82.93 feet to a point being the northwest corner of Lot 173, Block 8, Century City Subdivision Unit 1 for an exterior corner of this tract;

Thence, S 16°48'32" W, along the west line of said Lot 173, a distance of 125.65 feet to a point being the southwest corner of Lot 173, said point also being a point of a curve to the left;

Thence, along the said curve having an arc length of 95.45 feet, a radius of 226.94 feet, a delta of 24°05'56", a chord bearing of S 71°08'19" E, a chord distance of 94.75 feet and a middle ordinate of 5.0 feet said curve being the south line of said Lot 173 to a point being a corner clip of said Lot 173 for a point of deflection to the left;

Thence, N 49°18'10" E, along the southeast line of said Lot 173, a distance of 21.21 feet to a point being a corner clip of said Lot 173 on the west right-of-way line of Century Blvd. for an exterior corner of this tract;

Thence, S 00°38'24"W, along west right-of-way line of Century Blvd., a distance of 79.14 feet to a point being a corner clip of Lot 187, Block 9, Century City Subdivision Unit 1, for an exterior corner of this tract;

Thence, N 37°53'43"W, along the northeast line of said Lot 187, a distance of 23.47 feet to a point being a corner clip of said Lot 187, said point also being a point on a curve to the right;

Thence, along the said curve having an arc length of 53.30 feet, a radius of 177.22 feet, a delta of 17°13'56", a chord bearing of N 76°25'51" W, a chord distance of 53.10 feet and a middle ordinate of 2.0 feet said curve being the north line of said Lot 187 to a point being the northwest corner of said Lot 187 for a point of tangency;

Thence, the following courses,

- N 76°25'51" W, a distance of 38.41 feet to a point of deflection to the right;
- N 46°16'01" W, a distance of 580.84 feet to a point of deflection to the left;
- S 86°57'46" W, a distance of 157.76 feet to a point of deflection to the right;
- N 84°38'22" W, a distance of 136.20 feet to a point of deflection to the right;
- N 63°51'15" W, a distance of 235.0 feet to a point of deflection to the right;
- N 41°41'53" W, a distance of 105.12 feet to a point of deflection to the right;

Thence, N 27°15'41" W, a distance of 426.31 feet to a point on the west right-of-way line of Loop 20 for an exterior corner of this tract;

Thence, continuing along said Loop 20 right-of-way the following courses:

- N 63°46'42" E, a distance of 172.67 feet to a point of deflection to the left;
- N 57°58'55" E, a distance of 401.11 feet to a point of deflection to the right;

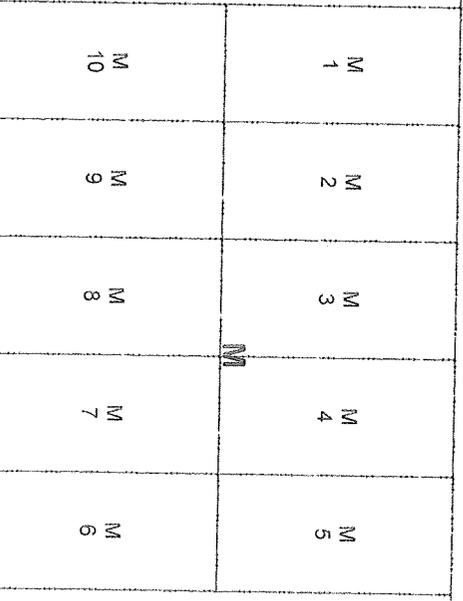
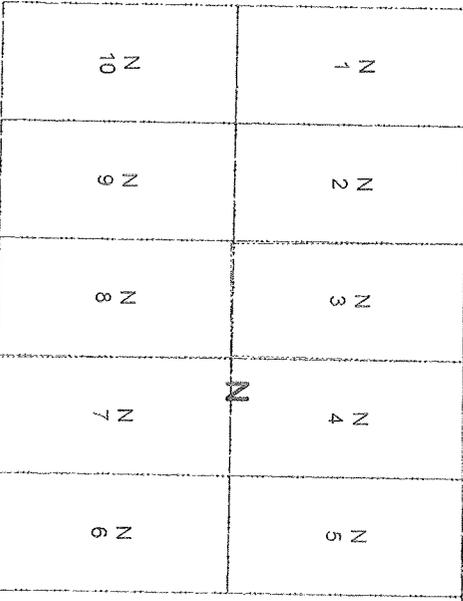
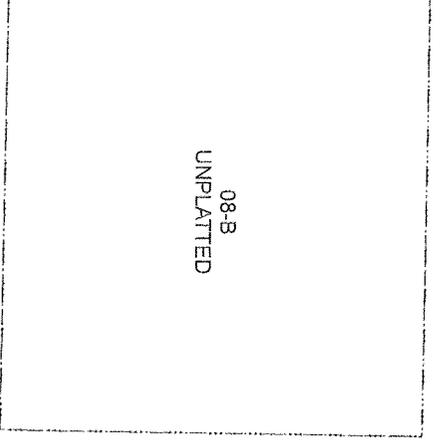
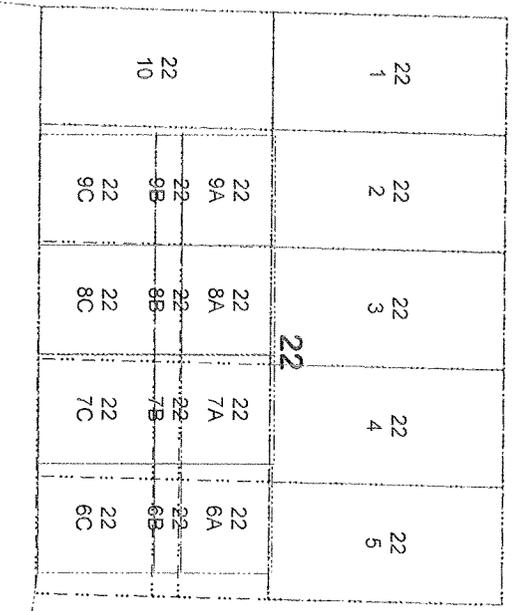
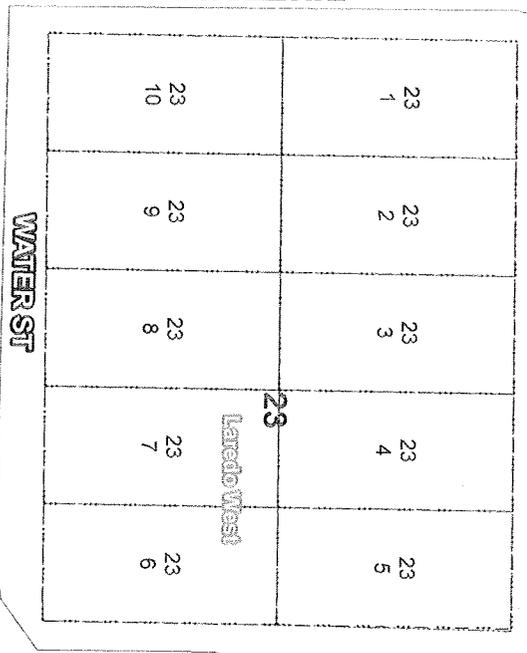
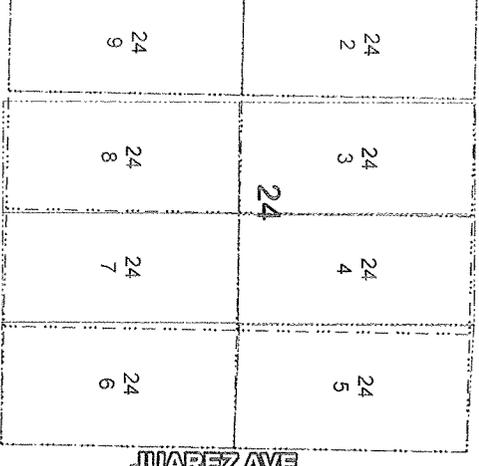
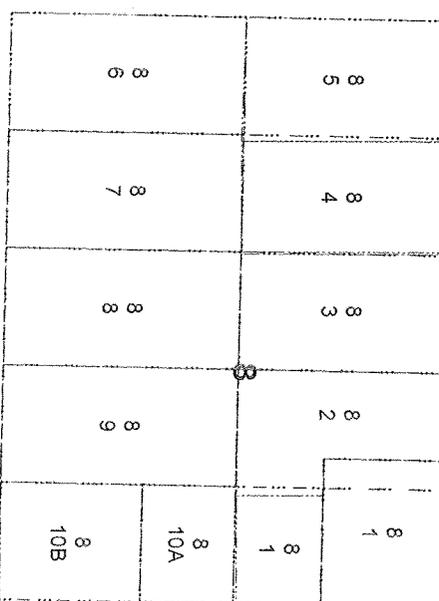
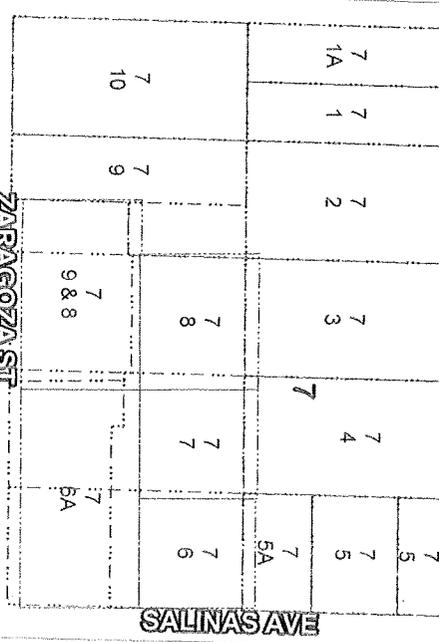
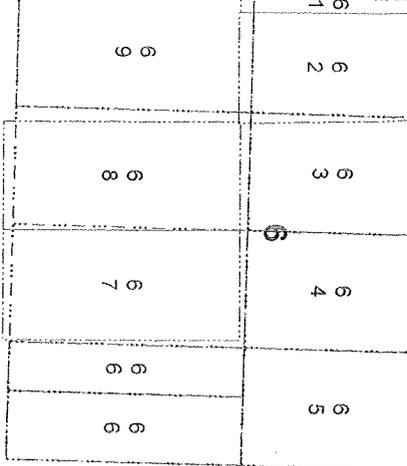
Thence, N 63°40'25" E, continuing along said Loop 20 right-of-way, a distance of 28.52 feet return to the POINT OF BEGINNING for this described 20.84 acre tract of land, more or less.

#### **Basis of Bearing Data on State Plane NAD 83 4206 Texas South**

**Note: This Metes and Bounds Description was prepared from Maps, Deeds and Other Documents of record made available by the Client, and without the full benefit of a Title Commitment Report or an On-the-Ground Survey.**

## COUNCIL COMMUNICATION

<b>DATE</b> 8-15-11	<b>SUBJECT: MOTION</b>  Authorizing the City staff to advertise sale of “the surface only” of a surplus tract of land valued at \$197,536.00, through the solicitation of bids from the general public. Property is located at 1309 Zaragoza Street and legally described as Lot 4, Block 23, Western Division.
<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Mario Maldonado- Bridge Director Ronnie Acosta -CD Director
<b>PREVIOUS COUNCIL ACTION:</b> None	
<b>BACKGROUND:</b>  City Staff is proposing the sale of the above mentioned surplus City- owned property through the solicitation of bids from the general public.  A recently completed State Certified appraisal of the tract places its value at \$ 197,536.00.  The site consists of a 6,173 sq. ft. vacant lot, which was deemed to have no future benefit for other City projects; however its sale will generate property tax revenue and may serve as a benefit to someone in the general public for commercial development.	
<b>FINANCIAL IMPACT:</b>  Revenue derived from this sale will be credited to line item: 553-0000-374-1000 (Sale of Land)	
<b>COMMITTEE RECOMMENDATION:</b> N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.



08-B  
UNPLATTED

WATER ST

WATER ST

JUAREZ AVE

ZARAGOZA ST

SALINAS AVE

CONVENT AVE

Laredo West

UNPLATTED

L  
1

21  
1

21  
10

# Legend

## LOT LINES\_EASEMENTS

— <all other values>

### TYPE

- ACCESS
- ⇒ DRAINAGE
- ⇒ GAS
- LOT LINE
- LOT SPLIT
- OTHER
- RIGHT OF WAY
- SETBACK
- ⇒ UTILITY
- Railroads
- Airport

### BLOCK\_NOs

- Block / Lot #
- ETJ
- CITY\_LIMITS

### Scale (legal size sheet)

1 inch = 82 feet  
 1 inch equals 0.02 miles

Disclaimer: The information provided on this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of having originated from the user as a collector and therefore, all errors or omissions contained in this map are the user's responsibility. The City of Laredo assumes no liability for any loss or damage, whether or not caused by the use of this data or reliance upon any data furnished hereon. The use of this data includes your specific approval of all risks associated with the use of this data.



**COUNCIL COMMUNICATION**

<p><b>DATE:</b> 08-15-2011</p>	<p><b>SUBJECT: MOTION</b>  <b>Authorizing the City Manager to enter into contract with the La Terraza at Lomas del Sur, Ltd. for \$1,200,000 from 2010 HOME Investment Partnerships Program Income. Said funds will be in support of the “La Terraza” a Texas Department of Housing and Community Affairs Low-Income Housing Tax Credit Project consisting of 128 multi-family unit rental housing project. Funds are available in the HOME Investment Affordable Housing Funds 6911 division Program Income.</b></p>	
<p><b>INITIATED BY:</b> Ms. Cynthia Collazo Deputy City Manager</p>		<p><b>STAFF SOURCE:</b> Ms. Thelma V. Acosta, Community Development Director</p>
<p><b>PREVIOUS COUNCIL ACTION:</b> None.</p>		
<p><b>BACKGROUND:</b>  A Tri-Party Memorandum of Understanding was entered between Laredo Public Facilities Corporation, NRP Holdings LLC, and Ejido Holdings LLC, for the development of La Terraza at Lomas Del Sur. The City of Laredo will be providing \$1,200,000 of HOME Investment Partnerships Program Income funds in support of the construction of “La Terraza”. This project will involve the new construction of one hundred twenty eight (128) multi-family rental housing units on 9.5 acres tract of land located on the east side of S. Ejido Boulevard. The complex will consist of eight (8) three-story residential buildings and a clubhouse with management and leasing offices. The project will be developed using Low-Income Housing Tax Credit (LIHTC) financing. The project will target family households with incomes of up to 30%, 50%, and 60% of Area Median Household Income (AMHI). The unit mix will consist of garden-style units ranging from one (1), two (2), three (3) and four (4) bedroom units.</p> <p>Ten (10) units will be designated as HOME funded and will maintain a twenty (20) year affordability period.</p>		
<p><b>FINANCIAL IMPACT:</b> Funds are available in the HOME Investment Affordable Housing Funds 6911 division Program Income.</p>		
<p><b>BOARD RECOMMENDATION:</b> N/A</p>	<p><b>STAFF RECOMMENDATION:</b> To approve this Motion.</p>	

**COUNCIL COMMUNICATION**

**DATE:**  
08-15-11

**SUBJECT: MOTION**

Authorizing the City Manager to amend the City of Laredo's 2010 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$891,380.00. It is proposed that the funds be utilized to create the following projects: (1) Santo Niño Elementary Park Improvements (\$143,425); (2) Vista Nueva Park Improvements (\$103,500); (3) Santa Fe Splash Park Project (\$210,700); (4) Taylor Park Parking Lot (\$79,000); (5) Sanchez Ochoa Park Shade Structure (\$75,000); (6) Dr. Cecilia Moreno Park Shade Structures (\$30,000); (7) Pepe Moreno Park Basketball Dome (\$214,755); and (8) Eistetter Toddler Basketball Court Shade Structure (\$35,000). It is further proposed that the newly created projects be funded using a total of \$891,380, by cancelling projects that are no longer viable, and through the use of fund balances from completed projects from the 30<sup>th</sup> through 36<sup>th</sup> AY as listed below:

**CDBG PROJECT FUND BALANCES**

	<u><b>30<sup>th</sup> AY</b></u>	
Housing Rehabilitation Administration		\$1.00
Monterrey St. Acquisition		\$1.00
Lafayette Spray Park Improvements		<u>\$1.00</u>
<b>Total 30<sup>th</sup> AY Fund Balances</b>		<b>\$3.00</b>
	<u><b>31<sup>st</sup> AY</b></u>	
Lafayette Park Hockey Ring		<u>\$1.00</u>
<b>Total 31<sup>st</sup> AY Fund Balances</b>		<b>\$1.00</b>
	<u><b>32<sup>nd</sup> AY</b></u>	
Housing Rehabilitation Administration		\$141.00
Code Enforcement		<u>\$ 1.00</u>
<b>Total 32<sup>nd</sup> AY Fund Balances</b>		<b>\$142.00</b>
	<u><b>33<sup>rd</sup> AY</b></u>	
CD Administration		<u>\$272.00</u>
<b>Total 33<sup>rd</sup> AY Fund Balances</b>		<b>\$272.00</b>
	<u><b>34<sup>th</sup> AY</b></u>	
Graffiti Removal		\$ 1.00
Azteca Splash Park		<u>\$142.00</u>
<b>Total 34<sup>th</sup> AY Fund Balances</b>		<b>\$143.00</b>
	<u><b>35<sup>th</sup> AY</b></u>	
CD Administration		\$37,616.00
Housing Rehabilitation Administration		\$23,981.00
Code Enforcement		\$26,208.00
Graffiti Removal		<u>\$28,046.00</u>
<b>Total 35<sup>th</sup> AY Fund Balances</b>		<b>\$115,851.00</b>
	<u><b>36<sup>th</sup> AY</b></u>	
Alex Emergency Assistance		<u>\$23,518.00</u>
<b>Total 36<sup>th</sup> AY Fund Balances</b>		<b>\$23,518.00</b>
 <b>TOTAL FUND BALANCES</b>		 <b>\$139,930.00</b>

**COUNCIL COMMUNICATION**

<b>CANCELLED PROJECTS</b>	
<u><b>32<sup>nd</sup> AY</b></u>	
Heritage Park Improvements	\$ 50.00
<b>Total 32<sup>nd</sup> AY Cancelled Projects</b>	<b>\$ 50.00</b>
<u><b>35<sup>th</sup> AY</b></u>	
Alex Emergency Flood Repairs	\$140,000.00
Heritage Park Improvements	\$110,700.00
Santa Fe Secondary Baseball Field	\$210,700.00
Freddie Benavides Shade Structure	<u>\$ 75,000.00</u>
<b>Total 35<sup>th</sup> AY Cancelled Projects</b>	<b>\$536,400.00</b>
<u><b>36<sup>th</sup> AY</b></u>	
Heritage Park Improvements	<u>\$215,000.00</u>
<b>Total 36<sup>th</sup> AY Cancelled Projects</b>	<b>\$215,000.00</b>
<b>TOTAL CANCELLED PROJECTS</b>	<b>\$751,450.00</b>
 <b>TOTAL FUNDS TO BE REPROGRAMMED</b>	 <b>\$891,380.00</b>

<b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager	<b>STAFF SOURCE:</b> Thelma Acosta Community Development Director
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**PREVIOUS COUNCIL ACTIONS:**  
 7/5/11- A Public Hearing was held to allow citizens to comment on the proposed reprogramming of Community Development Block Grant (CDBG) funds totaling \$891,380.00 to facilitate the creation of the following projects: (1) Santo Niño Elementary Park Improvements (\$143,425); (2) Vista Nueva Park Improvements (\$103,500); (3) Santa Fe Splash Park Project (\$210,700); (4) Taylor Park Parking Lot (\$79,000); (5) Sanchez Ochoa Park Shade Structure (\$75,000); (6) Dr. Cecilia Moreno Park Shade Structures (\$30,000); (7) Pepe Moreno Park Basketball Dome (\$214,755); and (8) Eistetter Toddler Basketball Court Shade Structure (\$35,000).

**BACKGROUND:**  
 A substantial amendment regarding the use of CDBG funds requires that citizens be informed of the proposed changes and be provided an opportunity to comment.

Staff is proposing an amendment to the City’s 2010 Consolidated One-Year Action Plan by reprogramming a total of \$891,380.00 in Community Development Block Grant (CDBG) funds for the following projects:

- Santo Niño Elementary Park Improvements - (\$143,425.00) to design, purchase and install field equipment, backstops, a playground with shade structure, perimeter fencing, benches and other amenities.
- Vista Nueva Park Improvements - (\$103,500.00) to design, purchase and install field equipment, a shade structure for the playground, two concrete walking trails, and other amenities.
- Santa Fe Splash Park – (\$210,700) to design and install a splash park at the existing park and other amenities as deemed necessary.

**Background continued on Page 3**

## COUNCIL COMMUNICATION

**Background continued from Page 2.**

- Eistetter Park Toddler Basketball Court Shade Structure- (\$35,000) to purchase and install a metal shade structure over the existing basketball court and other amenities.
- Taylor Park Parking Lot- (\$79,000) to construct a parking lot on the north side of the existing baseball field.
- Dr. Cecilia Moreno Park Shade Structures – (\$30,000) to purchase and install two (2) metal shade structures adjacent to the existing splash park and other amenities as deemed necessary.
- Sanchez Ochoa Park Shade Structure – (\$75,000) to purchase and install a metal shade structure to cover the existing playground, lighting, and other amenities as deemed necessary.
- Pepe Moreno Park Basketball Dome – (\$214,755) to purchase and install a metal shade structure to cover the existing basketball court to include lighting and basketball goals, and other amenities as deemed necessary.

It is further proposed that the newly created projects be funded by cancelling projects that are no longer viable, and through the use of fund balances from completed projects from the 30<sup>th</sup> through 36<sup>th</sup> AY.

In adherence with the Citizens Participation Plan, citizens were given 30 days, beginning June 26, 2011 through July 26, 2011 to provide oral and/or written comments. No comments were received either orally, or in writing during the comment period, nor were any received at the public hearing.

**FINANCIAL IMPACT: Funds to be Reprogrammed:**

<b>Total 30<sup>th</sup> AY CDBG fund balances</b>	<b>\$ 3.00</b>
<b>Total 31<sup>st</sup> AY CDBG fund balances</b>	<b>\$ 1.00</b>
<b>Total 32<sup>nd</sup> AY CDBG fund balances</b>	<b>\$ 142.00</b>
<b>Total 33<sup>rd</sup> AY CDBG fund balances</b>	<b>\$ 272.00</b>
<b>Total 34<sup>th</sup> AY CDBG fund balances</b>	<b>\$ 143.00</b>
<b>Total 35<sup>th</sup> AY CDBG fund balances</b>	<b>\$115,851.00</b>
<b>Total 36<sup>th</sup> AY CDBG fund balances</b>	<b>\$ 23,518.00</b>

<b>TOTAL FUND BALANCES</b>	<b>\$139,930.00</b>
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<b>Total 32<sup>nd</sup> AY CDBG Cancelled Projects</b>	<b>\$ 50.00</b>
<b>Total 35<sup>th</sup> AY CDBG Cancelled Projects</b>	<b>\$536,400.00</b>
<b>Total 36<sup>th</sup> AY CDBG Cancelled Projects</b>	<b>\$215,000.00</b>

<b>TOTAL CANCELLED PROJECTS</b>	<b>\$751,450.00</b>
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<b>TOTAL FUNDS TO BE REPROGRAMMED:</b>	<b>\$891,380.00</b>
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**COMMITTEE RECOMMENDATION:**

N/A

**STAFF RECOMMENDATION:**

That this Motion be approved.

**COUNCIL COMMUNICATION**

<b>DATE:</b>  08/15/11	<b>SUBJECT: MOTION</b> Award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$145,611.50 for the CDBG Sidewalks Project No. 39 (23 Blocks) – District IV with a construction contract time of seventy (70) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Community Development Block Grant – 35 <sup>th</sup> Action Year/2009 Grant.
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<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Ronnie Acosta, CD Director
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**PREVIOUS COUNCIL ACTION:**  
None.

**BACKGROUND:**  
The project consists of ADA accessible sidewalk improvements throughout the City of Laredo. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also includes header walls, driveways and utility adjustments as required.

Plans and specifications were prepared by TEC Engineers & Consultants, Inc., Laredo, Texas.

Two (2) bids were received at the City Secretary’s Office at 4:00 P.M. on Thursday, July 21, 2011, and publicly opened, read, and taken under advisement on Friday, July 22, 2011, at 10:00 A.M. as follows:

Contractor (Bidder)	Base Bid
1. ALC Construction, Inc. Laredo, Texas	\$145,611.50
2. American Contracting USA Rio Hondo, Texas	\$243,798.12 (\$235,798.12 – Corrected Bid)

The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the base bid amount of \$145,611.50 to the lowest bidder ALC Construction, Inc., Laredo, Texas.

Bid submitted by ALC Construction, Inc., herewith attached.

Construction contract time is seventy (70) working days after notice to proceed is issued. Completion date for the project is scheduled for December 2011.

Page 1 of 2

**FINANCIAL IMPACT:**  
Funding is available in the Community Development Block Grant – 35<sup>th</sup> Action Year/2009 Grant. Account No. 211-9540-535-1415

<b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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List of sidewalks is as follows:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Side</b>	<b>No. of Blocks</b>
E. Ash Street	Springfield Avenue	Cedar Avenue	North	3
E. Ash Street	Cedar Avenue	Logan Avenue	North	½
E. Ash Street	Logan Avenue	Hendricks Avenue	North	2
Plum Street	Hendricks Avenue	McPherson Avenue	South	2
Logan Avenue	Plum Street	E. Lyon Street	West	2
Frost Street	Marcella Avenue	Lexington Avenue	North	3
Frost Street	Cedar Avenue	Logan Avenue	North	1
Frost Street	Lexington Avenue	Logan Avenue	South	2
Tilden Avenue	Price Street	O’Kane Street	West	3
Tilden Avenue	O’Kane Street	Clark Boulevard	West	½
Maryland Avenue	Plum Street	Lyon Street	East	2
Reynolds Street	Sanders Avenue	Springfield Avenue	South	2
Total No. of Blocks				23

PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: ALC Construction - Inc.  
Contractor

Address: 3706 Flores

PROJECT: CDBG SIDEWALKS PROJECT NO. 39 - DISTRICT IV (23 BLOCKS)

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: \_\_\_\_\_

Addendum No. 2: \_\_\_\_\_

Addendum No. 3: \_\_\_\_\_

Addendum No. 4: \_\_\_\_\_

Addendum No. 5: \_\_\_\_\_

Acknowledgment of other documents: (Please initial and date): D.A. 07/21/11

Wage Determination: \_\_\_\_\_

Labor Provisions: D.A. 07/21/11

Affirmative Action Program: D.A. 07/21/11

AFFIDAVIT

PROJECT:CDBG SIDEWALKS PROJECT NO. 39 - DISTRICT IV (23 BLOCKS)

Form of Non-Collusive Affidavit

STATE OF TEXAS { }

COUNTY OF WEBB { }

Daniel Alvarado  
being first duly sworn, deposes and says

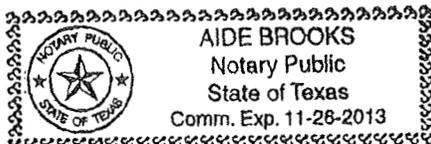
That he is The President of ALC Construction Inc.  
(A Partner or Officer of the firm of, etc.)

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

Daniel Alvarado  
Signature of

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

Subscribed and sworn before me this 21<sup>st</sup> day of July, 2011.



Aide Brooks  
Notary Public

My Commission expires

11 26 2013

#7

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: CDBG SIDEWALKS PROJECT NO. 39 - DISTRICT IV (23 BLOCKS)

MATERIALS INCORPORATED INTO THE PROJECT: \$ 43,683.45

ALL OTHER CHARGES: \$ 101,928.05

\*TOTAL: \$ 145,611.50

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

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

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

INFORMATION FROM BIDDERS

PROJECT: CDBG SIDEWALKS PROJECT NO. 39 - DISTRICT IV (23 BLOCKS)

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: El Metro City-Wide Sidewalk Improvement (15 BIKs)  
Value of Contract: \$78,624.50  
Date Completed: Aug. 2009
2. Name of Project: CDBG Sidewalks Citywide Proj. 36 (20 BIKs) & Proj 37 (15 BIKs)  
Value of Contract: \$129,022.95  
Date Completed: September 2009
3. Name of Project: Chacon Creek Hike & Bike Trail Phase I  
Value of Contract: \$320,190.00  
Date Completed: July 2011

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

Ruben López 15 years superintendent

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

Up On Request

PROJECT: CDBG SIDEWALKS PROJECT NO. 39-DISTRICT IV (23 BLOCKS)

Proposed Progress Schedules:

Proposed schedule will be as required  
by City of Laredo

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

see attached sheet.

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

Material Suppliers:

- CMC Rebar
- Samar
- Laredo Ready Mix

**BID SCHEDULE FOR  
CDBG SIDEWALK PROJECT 39 (BLOCKS 23, DISTRICT IV)  
CITY OF LAREDO  
ENGINEERING DEPARTMENT**

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Prices Written in Words	Unit Bid Price	Amount Bid
1.	20,006	SF	Furnish all labor, equipment and material to Construct a 4" thick Reinforced Concrete Sidewalk including all cost for preparation, Meter Adjustment, Saw Cutting, Removing, Disposing of existing concrete, asphalt, & trees as necessary. Also, includes all Relocations of Mail Boxes, Stop & Street signs, complete in place at: <u>Four dollars w/ twenty cents</u> <u>per unit.</u>	<u>\$ 4.25</u>	<u>\$ 85,025.50</u>
2.	2,448	SF	Furnish all labor, equipment and material to Construct a 6" thick 4' wide Concrete Sidewalk at driveway, including all cost for preparation, Meter Adjustment, saw cutting, removing, disposing of existing concrete, asphalt, & trees as necessary. Also, includes all Relocations of Mail Boxes, Stop & Street signs, complete in place at: <u>Four</u> <u>dollar w/ five cents</u> per unit.	<u>\$ 4.50</u>	<u>\$ 11,016.00</u>
3.	28	EA	Furnish all labor, equipment and material to Construct a Concrete ADA ramp, including all cost for preparation, Meter Adjustment, saw cutting, removing, and disposing of existing concrete & trees as necessary. Also, includes all Relocations of Mail Boxes, Stop & Street signs, complete in place at: <u>six-hundred dollars</u> <u>00/100</u> per unit.	<u>\$ 600.00</u>	<u>\$ 16,800.00</u>
4.	439	LF	Furnish all labor, equipment and material to Construct a Reinforced Concrete Header Wall (6" to 36" Max), complete in place at _____ <u>thirty dollars 00/100</u> per unit.	<u>\$ 30.00</u>	<u>\$ 13,170.00</u>
5.	1	LS	Include \$10,000.00 Contingencies as part of the Base bid, complete in place at <u>ten-</u> <u>thousand dollars</u> per unit.	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
6.	32	EA	Furnish all labor, equipment and material to Construct 2'x4' Truncated Domes on existing accessible ramps complete in place at _____ <u>Three-hundred dollars</u> per unit.	<u>\$ 300.00</u>	<u>\$ 9,600.00</u>

**TOTAL BASE BID WRITTEN IN NUMBERS:** \$ 145,611.50

**TOTAL BASE BID WRITTEN IN WORDS:** One-Hundred Forty-Five-Thousand  
Six-Hundred Eleven w/ 50 cents

**CONTRACTOR:** ALC Construction Inc. - Daniel Alvarado

**SIGNATURE:** Daniel Alvarado

**ADDRESS:** 3706 Flores

**TELEPHONE/FAX NUMBERS:** (956) 237-2369 / (956) 725-0862

**NOTE (1): ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

**NOTE (2): THE CITY OF LAREDO HAS THE OPTION TO REDUCE OR INCREASE THE ESTIMATED QUANTITY TO MATCH FUNDS AVAILABILITY.**



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we ALC Construction Co., Inc.  
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the  
"Surety," are held and firmly bound unto City of Laredo  
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the  
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for CDBG Sidewalks Project 39 District IV (23 blocks)

Proj. No.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as  
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,  
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in  
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work  
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the  
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing  
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 21st day of July, 2011.

ALC Construction Co., Inc.  
(Principal)

BY: Daniel Alvarado  
TITLE: President

**SURETEC INSURANCE COMPANY**

BY: Maria Yolanda Lopez  
Maria Yolanda Lopez Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Maria Yolanda Lopez**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** ALC Construction Co., Inc.  
**Obligee:** City of Laredo  
**Amount:** \$ 150,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

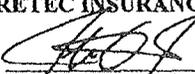
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

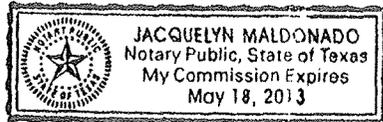
SURETEC INSURANCE COMPANY

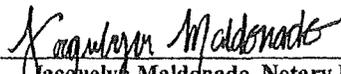
By:   
John Knox Jr., President



State of Texas                   ss:  
County of Harris

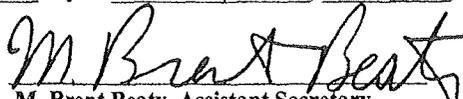
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of July, 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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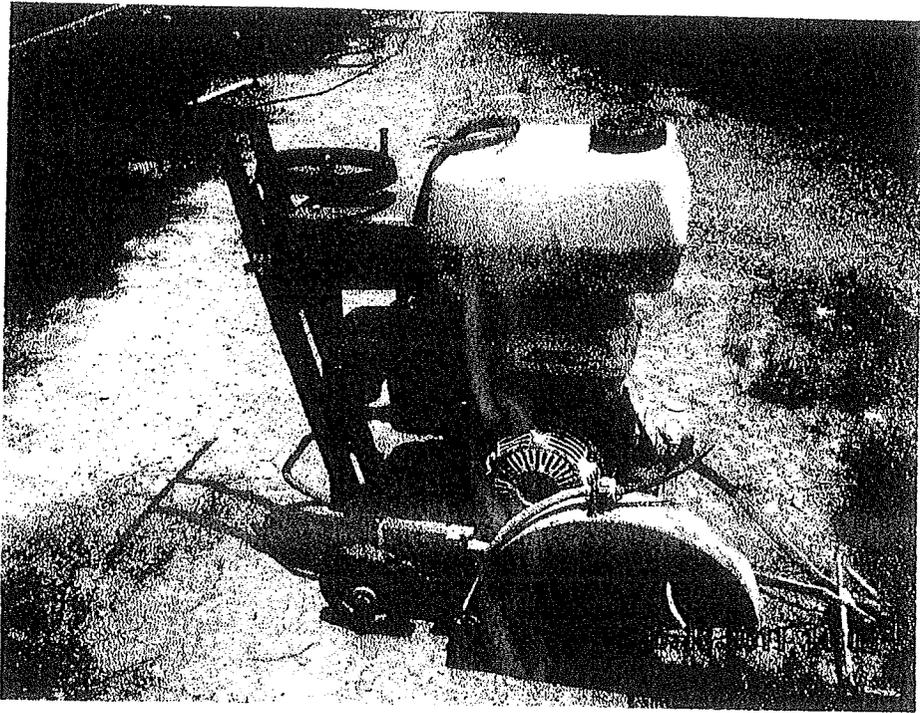
**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

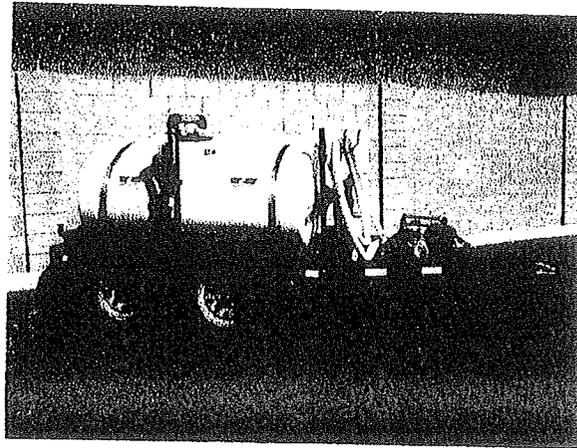
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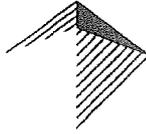




**COUNCIL COMMUNICATION**

<p><b>DATE:</b> 08/15/11</p>	<p><b>SUBJECT: MOTION</b> Consideration for approval of change order no. 1 an increase of \$950,000.00 to the Design/Build contract with Landscape Unlimited, LLC., Lincoln, NE, for the Max A. Mandel Municipal Golf Course to increase the budget allowance for design and construction of a larger clubhouse and related site development. Current contract amount with this change order is \$7,500,000.00. Funding is available in the 2009 Tax C.O. Issue, 2010 Tax C.O. Issue, 2007 C.O. Bond and Sewer System.</p>								
<p><b>INITIATED BY:</b> Carlos Villarreal, City Manager</p>	<p><b>STAFF SOURCE:</b> Jesus Olivares, Asst. City Manager Osbaldo Guzman, Parks and Leisure Services Director</p>								
<p><b>PREVIOUS COUNCIL ACTION:</b> On August 18, 2010, City Council approved to execute a design build contract with Landscapes Unlimited, LLC., for the design and construction of a “turn key” 18 hole golf course to be known as the Max A. Mandel Municipal Golf Course for a guaranteed amount not to exceed \$6,550,000.00.</p>									
<p><b>BACKGROUND:</b> The original project consists of an 18 hole golf course located at Las Islitas Farm, approximately 12 miles out on FM 1472.</p> <p>This change order no. 1 is to increase the budget allowance for design and construction of a larger clubhouse and related site development.</p> <table border="0" data-bbox="79 932 1212 1077"> <tr> <td>Original contract amount.....</td> <td align="right">\$6,550,000.00</td> </tr> <tr> <td>(Approved by City Council on May 18, 2009)</td> <td></td> </tr> <tr> <td>This change order no. 1.....</td> <td align="right">\$ 950,000.00</td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$7,500,000.00</td> </tr> </table>		Original contract amount.....	\$6,550,000.00	(Approved by City Council on May 18, 2009)		This change order no. 1.....	\$ 950,000.00	Current construction contract amount.....	\$7,500,000.00
Original contract amount.....	\$6,550,000.00								
(Approved by City Council on May 18, 2009)									
This change order no. 1.....	\$ 950,000.00								
Current construction contract amount.....	\$7,500,000.00								
<p><b>FINANCIAL IMPACT:</b> Funding is available in the:</p> <p>2009 Tax C.O. Issue - Account No. - 464-9822-535-9604 - \$400,000.00          2010 Tax C.O. Issue - Account No. - 466-9822-535-5197 - \$50,000.00          2010 Tax C.O. Issue - Account No. - 466-9822-535-4697 - \$100,000.00          2010 Tax C.O. Issue - Account No. - 466-9822-535-4597 - \$50,000.00          2007 C.O. Bond - Account No. - 462-9822-535-4746 - \$50,000.00          Sewer System - Account No. - 559-4240-538-0107 - \$300,000.00</p>									
<p><b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval of Motion.</p>								

DBIA



DESIGN-BUILD  
INSTITUTE OF AMERICA

# Design-Build Change Order

For Use with DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum  
and DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with GMP Option

Change Order Number: 01	Change Order Effective Date: 7-20-2011
Project: Max Mandel Municipal Golf Course	Design-Builder's Project No: 1160
	Date of Agreement: 8-10-2010
Owner: City of Laredo 1110 Houston Street Laredo, TX 78040	Design-Builder: Landscapes Unlimited, LLC 1201 Aries Dr. Lincoln, NE 68512

Scope of the Change: Increase the budget allowance for larger Clubhouse and related Site Development.

Original Contract Price:	\$ 6,550,000.00
Net Change by Previous Change Order Nos: to :	\$ 0.00
This Change Order Increase/Decrease:	\$ 950,000.00
New Contract Price:	\$ 7,500,000.00

Original Contract Completion Date:	TBD per the Contract
Adjustments by Change Order Nos. to :	n/a
This Change Order Contract Time Increase/Decrease:	TBD per the Contract
Revised Substantial Completion Date:	TBD per the Contract

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, General Conditions of Contract.

**OWNER:**  
By: [Signature]  
Printed Name and Title: Carlos Villarreal, City Manager  
Date: 7/29/11

**DESIGN-BUILDER:**  
By: [Signature]  
Printed Name and Title: Jack Morgan, Program Manager  
Landscapes Unlimited, LLC  
Date: 7-18-2011

Recommend Approval: [Signature] 7/29/11  
Rogelio Rivera, P.E.,  
City Engineer

ATTEST: [Signature]  
Christina Lara for  
Gustavo Guevara, City Secretary  
Date: \_\_\_\_\_

COUNCIL COMMUNICATION

**DATE:** 08/15/11  
**SUBJECT: MOTION**  
 Award of construction contract to the lowest bidder DEH Construction Co., LLC., Laredo, Texas, in the amount of \$369,903.23 for the El Eden Community Park Improvements Project to include the base bid minus alternates no. 4 (toilets), no. 5 (palapa/grills), no. 6 (parking) and no. 7 (landscaping), but to include alternates no. 1 (lighting), no. 2 (fencing), no. 3 (basketball courts) and no. 8 (irrigation/sprinkler). Construction contract time is one hundred thirty (130) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for March 16, 2012. Funding is available in the 2006 CO, 2007 CO and Community Development.

**INITIATED BY:**  
 Carlos Villarreal,  
 City Manager

**STAFF SOURCE:**  
 Rogelio Rivera, P.E., City Engineer  
 Osbaldo Guzman, Parks and Leisure Director

**PREVIOUS COUNCIL ACTION:**  
 None.

**BACKGROUND:**  
 The project consists of the complete construction of outdoor amenities for the new El Eden Community Park Improvements including slabs on grade, concrete, masonry and steel, one story toilet facilities and shade structures with sloping standing seam metal roofs, parking, and landscaping. Plans and specifications were prepared by Architects Plus, Inc., Laredo, Texas.

Two (2) bids were received at the City Secretary's Office at 4:00 P.M. on Wednesday, June 29, 2011, and publicly opened, read, and taken under advisement on Thursday, June 30, 2011, at 10:00 A.M. as follows:

Contractor (Bidder)	Zertuche Construction, LLC. Laredo, Texas	DEH Construction Co., LLC. Laredo, Texas
Base Bid	\$692,000.00	\$629,095.07
Deductive Alternate No. 1 (Lighting)	\$64,000.00	\$70,646.40
Deductive Alternate No. 2 (Fencing)	\$19,000.00	\$25,502.40
Deductive Alternate No. 3 (Basketball Courts)	\$68,000.00	\$74,388.20
Deductive Alternate No. 4 (Toilets)	\$65,000.00	\$99,896.77
Deductive Alternate No. 5 (Palapa/Grills)	\$30,000.00	\$65,140.71
Deductive Alternate No. 6 (Parking)	\$28,000.00	\$61,195.07
Deductive Alternate No. 7 (Landscaping)	\$11,400.00	\$32,959.29
Deductive Alternate No. 8 (Irrigation/Sprinkler)	\$48,000.00	\$48,000.00

The bid and bid bonds for DEH Construction Co., LLC., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$369,903.23 to the lowest bidder DEH Construction Co., LLC., Laredo, Texas, to include the base bid minus alternates no. 4 (toilets), no. 5 (palapa/grills), no. 6 (parking) and no. 7 (landscaping), but to include alternates no. 1 (lighting), no. 2 (fencing), no. 3 (basketball courts) and no. 8 (irrigation/sprinkler).

Bid submitted by DEH Construction Co., LLC., herewith attached.

Construction contract time is one hundred thirty (130) working days after notice to proceed is issued. Completion date for the project is scheduled for March 16, 2012.

**FINANCIAL IMPACT:**  
 Funding is available in the  
 Community Development – Account No. 211-9580-555-1429 - \$127,054.00  
 Community Development – Account No. 211-9680-555-1429 - \$181,049.00  
 2006 CO – Account No. 461-9822-535-9610 - \$3,400.00  
 2007 CO – Account No. 462-9822-535-9610 - \$58,400.23

**COMMITTEE RECOMMENDATION:**  
 Approved by the Operations Committee on Monday, August 8, 2011.

**STAFF RECOMMENDATION:**  
 Approval of Motion.

#2

PROPOSAL

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

From: DEH CONSTRUCTION CO, LLC  
Contractor

Address: 201 W. Hillside RD  
Laredo, TEXAS 78041

Project: "EL EDEN COMMUNITY PARK IMPROVEMENTS"

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

Acknowledgement of Addenda: (Please initial & date)

Addendum No. 1: ge  
Addendum No. 2: ge  
Addendum No. 3: ge  
Addendum No. 4: ge  
Addendum No. 5: \_\_\_\_\_

Acknowledgement of other documents: (Please initial & date)

Wage Determination(s): TX100029 03/12/2010 TX29

Labor Provisions: CDBG - HUD 4010

Affirmative Action Program: Section 3 & Executive Order 11246

CITY OF LAREDO  
ENGINEERING DEPARTMENT

PROJECT: "EL EDEN COMMUNITY PARK IMPROVEMENTS"

## BID FORM

BASE BID – EL EDEN COMUNNITY PARK IMPROVEMENTS

## Item 1 – General Construction

Work includes the complete construction of the El Eden Community Park Improvements together with administrative support areas, and all improvements as shown on the Construction Documents, including parking and sitework. All work to be performed in a workman like manner, including all necessary incidentals as may be required for a complete job.

TOTAL (LUMP SUM) BASE BID IN NUMBERS:

\$ 629,095.07

TOTAL (LUMP SUM BASE BID

WRITTEN IN WORDS: Six Hundred Twenty Nine Thousand, Ninety Five Dollars and seven cents.

## DEDUCTIVE ALTERNATES:

Alternate No. 1:

"LIGHTING" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 8- Park Lighting ( 24 Units) and Sport Lighting (2 Units).

(Deduct) Seventy Thousand, Six Hundred Forty Six Dollars and forty cents (\$ 70,646.40.)

Alternate No. 2:

"FENCING" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 7- Chain Link Fencing (1,244 l.f. x 8' high).

(Deduct) Twenty Five Thousand, Five Hundred Two Dollars and forty cents (\$ 25,502.40 .)

Alternate No. 3:

"BASKETBALL COURTS" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 6- Basketball Courts (2 Units)provide topsoil & seeding.

(Deduct) Seventy Four Thousand, Three Hundred Eighty Eight Dollars and twenty cents (\$74,388.20 .)

Alternate No. 4:

"TOILETS" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 5- Outside Restroom Building (1 unit),provide topsoil & seeding.

(Deduct) Ninety Nine Thousand, Eight Hundred Ninety Six Dollars and Seventy Seven cents (\$ 99,896.77 .)

Alternate No. 5: "PALAPA/GRILLES" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 4-Party Room Palapa (1 unit), Permanent Park Grilles (2 units), and Concrete Pad(40' x 25'), provide topsoil & seeding.  
(Deduct) Sixty Five Thousand, One Hundred Forty Dollars and Seventy One cents (\$65,140.71 .)

Alternate No. 6: "PARKING" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 3- Parking Lot (19 spaces), provide topsoil & seeding.  
(Deduct) Sixty One Thousand, One Hundred Ninety Five Dollars and Seven cents (\$ 61,195.07.)

Alternate No. 7: "LANDSCAPING" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 2- Landscaping, provide topsoil & seeding.  
(Deduct) Thirty Two Thousand, Nine Hundred Fifty Nine Dollars and Twenty Nine cents (\$ 32,959.29 .)

Alternate No. 8: "IRRIGATION/SPRINKLER" Alternate: Delete from the Base Bid the amount for: Park Improvements Item # 1- Irrigation/Sprinkler System.  
(Deduct) Forty Eight Thousand Dollars and no cents (\$ 48,000.00 .)

CONTRACT TIME: \_\_\_\_\_ 216 \_\_\_\_\_ ~~CALENDER~~(WORKING) DAYS.

If written notice of the acceptance of the Bid is mailed, telegraphed, or delivered to the undersigned, the undersigned will, within (10) days after the date of mailing, telegraphing, or delivering of such notice, execute the Contract Documents and deliver them to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all bids and to waive bidding irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of Sixty (60) days from the date of the opening thereof.

Receipt if the listed addenda to the Bidding Documents and listing of Subcontractors is acknowledge by separate form.

This Bid is executed in TWO (2) counterparts.

DEH CONSTRUCTION CO. LLC  
Contractor DAVID J. GANTU  
Name of the Company

DAVID J. CANTU

Name of the Authorized Signer (Printed or typed) Title

EL EDEN COMMUNITY PARK IMPROVEMENTS

PROJECT # 110604



Signature

Date

201 W. Hillside RD

Address

City /

State

Zip Code

Laredo

TEXAS

78041

Telephone Number: ( ) 956-568-5135

Fax Number: ( ) 956-568-5137

Date: 6-29-11

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

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: "EL EDEN COMMUNITY PARK IMPROVEMENTS

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 404025.07

ALL OTHER CHARGES:

\$ 225,070.<sup>00</sup>

\*TOTAL:

\$ 629,095.07

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

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

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

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

**PROJECT: EL EDEN COMMUNITY PARK IMPROVEMENTS**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Dryden Park  
Value of Contract: 400,000  
Date Completed: 2009
  
2. Name of Project: Rio Bravo Help Self Center  
Value of Contract: 500,000  
Date Completed: 2007
  
3. Name of Project: 359 Self Help Center  
Value of Contract: 1,100,000.00  
Date Completed: 2008

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

*See Attached*

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

*DAVID CANTU  
8734 DON BALDO CT  
LAREDO, TEXAS 78045  
(956) 333-2577*

RESUME & PERSONAL CONSTRUCTION TRACK RECORD

PERSONAL DATA    Born September 15, 1945 in Laredo, Texas; Married 36 years; 5 children.

EDUCATION        Martin High School, Laredo, Texas, Howard Jr. College  
Construction Management Control Courses, Delta Metal Building Estimating  
Course.

CONSTRUCTION EXPERIENCE

2010 – PRESENT    DEH Construction Co., LLC  
2001 – 2010        CG Construction Inc., Laredo, Texas.  
1993 – 2000        America Construction Co. Inc., Laredo, Texas.  
1972 – 1985        Cantu Industries Corporation, Laredo, Texas

Year Completed    Approximate amount  
1993 – 2009

\$1,408,000.00	Peñitas Wastewater Treatment Plant
\$1,559,304.00	McPherson Lift Station
\$ 489,000.00	Dryden Park Improvements
\$ 996,888.00	Repair Erosion Rio Bravo
\$ 863,951.00	Webb County Medical Loop
\$ 488,000.00	El Cenizo Park Improvements
\$ 345,000.00	Sally Port (Border Patrol)
\$ 376,000.00	Lamar Middle School
\$ 201,000.00	La Isla de Los Jueces
\$ 223,000.00	Las Ventanas de San Isidro
\$ 290,000.00	Martin High School Addition
\$ 750,000.00	Fire Station at Mc Pherson
\$ 350,000.00	Burlington Warehouse
\$ 650,000.00	Bruni Plaza Permit office and Police Substation
\$ 550,000.00	Santo Nino Health Care Center
\$ 95,000.00	Guadalupe Church Renovation
\$ 950,000.00	Telecommunication Building For City of Laredo
\$ 250,000.00	Sera Tek Blood Bank of Laredo
\$1,010,000.00	Border Patrol North Sector

\$ 48,000.00	Border Patrol South Sector
\$ 55,000.00	Border Patrol Hebbronville, Texas
\$ 78,000.00	Border Patrol Hwy 59 Check Station
\$ 135,000.00	Border Patrol Communication Center Addition
\$ 480,000.00	Westgate Plaza
\$1,300,000.00	Rodriguez Condominiums
\$ 148,000.00	Conway Freight Warehouse Addition
\$ 698,000.00	Home Run Derby Entertainment Center
\$ 125,000.00	Golden Fried Chicken
\$ 120,000.00	Laredo Health Dept Canopies
\$ 980,000.00	Mc Pherson Del Norte Centre

1972 -1985

\$180,000.00	Felipe Castaneda Forwarding Agency
\$350,000.00	Humberto Garza Flores Forwarding Agency
\$325,000.00	Central De Aduanas Forwarding Agency
\$210,000.00	Hemerejildo Gonzalez Pereda Forwarding Agency
\$280,000.00	Allied Forwarding Agency
\$295,000.00	Torres Forwarding Agency
\$205,000.00	Monetue Forwarding Agency
\$215,000.00	Arturo Barrera Warehouse
\$128,000.00	Goldberg Building (Commercial Store)
\$145,000.00	Brenan and Co. Warehouse
\$ 95,000.00	TT Saddlery Inc. Warehouse
\$185,000.00	River Drive Mall Mens Clothing Store
\$245,000.00	Joe De Anda Clothing Store
\$295,000.00	Texas Dept. of Human Resources Building
\$325,000.00	Hilton Hotel (Steel Fabrication and erection)

Skills: Caddest Estimator, Estimating for Control, Fast Track Construction Scheduling, Auto Realty, Auto Contract 4.11, Microsoft Excel, Quickbooks Pro., Microsoft Word, Lotus 123.

## **VICTOR M. ESCOTO**

36 Vista Montaña – Nuevo Laredo, Tamaulipas, México 88000

Home – 011.52.867.717.4160

Cell – 956.774.8064

escotovictor@hotmail.com

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### **SUMMARY**

Experienced Professional Civil Engineer, with an extensive background in general construction, reinforced concrete, structural steel, pre-engineered metal buildings and site work. Performed and directed a wide variety of projects. International project management experience. Able to liaison between technical and non-technical persons, work as a team player, and meet deadlines. Hard working, able to multi-task effectively

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### **PROFESSIONAL EXPERIENCE**

2011 - Present

**DEH Construction, Co., LLC, Laredo, TX**

*Project Manager / Estimator*

- Field Superintendent
- Responsible for issuing and directing document flow among customer, Engineer, Architect and detailer.
- Established change orders & RFI's procedures.
- Estimate and bid a wide variety of projects.

2007 - 2011

**V&A Enterprises, LLC, Laredo, TX**

*Project Manager / Field Engineer / Purchasing Manager / Estimator*

- Responsible for issuing and directing document flow among customer, Engineer, Architect and detailer.
- Revise structural and detail drawings.
- Established change orders & RFI's procedures.
- Material purchasing
- Responsible of shipping and logistic operations.
- Estimate and bid a wide variety of projects.

2006 - 2007

**Obras Civiles del Bravo., Nuevo Laredo, México**

*Owner / Manager*

- Construction of 300 ft of a reinforced concrete street for the city of Nuevo Laredo.
- Small retail store expansion.

2001 - 2006

**Cives Steel Company – Acero Division.,** Nuevo Laredo, México

*Production Manager*

- Managed shop daily operations including employees and 30,000 square foot manufacturing facility.
- Responsible of shipping and logistic operations.
- Raw material purchasing from mills and steel vendors.
- Supervise and coordinate all the company Import / Export issues.
- Inventory Management.

2000 - 2001

**Cives Steel Company – Acero Division.,** Nuevo Laredo, México

*Project Engineer*

- Responsible for issuing and directing document flow among customer, Engineer, Architect and detailer to have a well managed structural steel product, fabricated properly and delivered on time.
- Revise structural and detail drawings
- Promoted rapidly from *Project Engineer* to *Production Manager*

1996 - 2000

**Constructora Molano y Cia.,** Nuevo Laredo, México

*Project Manager*

- Performed the construction of Cives Steel Company – Acero Division, a 30,000 square foot facility metal building
- Performed construction of “Venezuela” reinforced and post-tensioned concrete bridge, largest non-international Nuevo Laredo city bridge
- Performed construction of “Pino Suarez” reinforced and post-tensioned concrete bridge
- Performed construction of Multilec and Springfield Wire manufacturing Buildings

1996 - 1996

**Constructora de los Trabajadores Mexicanos.,** Nuevo Laredo, México.

*Project Manager*

- Responsible for complete the construction of 460 Infonavit homes at the Benito Juarez neighborhood

1992 - 1996

**Industria del Alkali.,** Villa de García, México.

*Project Engineer*

- Plan, coordinate and execute the construction, expansion and renovation of the plant new facilities on a total of 36 different projects such as processing plants, power generating plants, office buildings, geo-membrane covered dams among another important medium and small size projects.
- Performed steel and concrete structural main repairs for this industrial complex.

1991 - 1992

Exedra, Monterrey, México.

*Project Engineer*

- Performed expansion of the Cervecería Cuauhtémoc brewing plant.
- Performed structural repairs to Industria Del Álcali main plant.

1990 - 1991

Dirección Profesional de Proyectos, Monterrey, México.

*Quality control and field Supervisor*

- Responsible on quality control and construction specifications on the Colombia-Laredo International bridge facilities on the Mexican side.

1989 - 1990

Supervisión y Calidad, Nuevo Laredo, México.

*Quality control and field Supervisor*

- Responsible on quality control and construction specifications on the TELMEX new operations building.

1988 - 1989

Constructora Carlo Magno, Nuevo Laredo, México.

*Field Supervisor*

- Performed construction of 2.6 mile, 12 inches diameter sanitary sewer concrete collector.

1988 - 1989

Constructora Urbesa, México City, México.

*Project Manager Assistant*

- Construction of a dwell-house complex for the Mexican Army in Nuevo Laredo.

**EDUCATION**

Instituto Tecnológico de Nuevo Laredo, Nuevo Laredo, México.

*B.S. in Civil Engineering, 1988.*

Laredo Community College, Laredo, TX.

*English as a second language, 2002.*

**LICENCES AND CERTIFICATIONS**

P.E. in México.

ACI – Concrete Construction Inspector, Level II

**PROFESSIONAL DEVELOPMENT**

Microsoft Office

Microsoft Project

Opus 99 – Estimating Software

PROJECT: "EL EDEN COMMUNITY PARK IMPROVEMENTS

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

DAVID J. CANTU

being first duly sworn, deposes and says

That he is General Manager for DEH Construction Co  
(a Partner or Officer of the firm of, etc.) LLC.

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

[Handwritten Signature]  
Signature of

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

Subscribed and sworn before me this 28 day of June, 2011.

RR125.  
Notary Public

My Commission expires:  
June 05, 2015



## CHECKLIST FOR BIDDERS

Project: El Eden Community Park Improvements

All information required by the terms of the Bid Documents must be furnished.

**MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read. **DO NOT INCLUDE THIS CHECKLIST WITH YOUR BID.**

- Have you acknowledged receipt of all addenda to the plans and specifications?
- Is your bid properly signed? (Refer to Bid Documents)
- If a bid guarantee is required, is it included in your bid? (A late bid guarantee is treated the same as a late bid)
- Is your bid guarantee in the proper amount? (Usually 5% of total bid price)
- Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
- If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
- Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
- Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
- If required have you entered a unit price for each bid item?
- If required have you entered the unit price or lump sum price in both words and figures? (Unit Price or Lump Sum price in words govern)
- Are decimals in unit prices in the proper places? Are your figures legible?
- Are the extensions of your unit prices, and your total bid price correct?
- Is proposal being submitted complete together with Information from Bidders?
- Are all erasures or corrections initialized by the person signing the bid or by an authorized representative of the person signing the bid.

Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Proposal that takes exception to the Bid Documents.

Have you included all pages of the Proposal with your bid? Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?

Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

Will your bid arrive on time? Late bids will not be considered. Generally, bids must be received by the City Secretary, City Hall on the date and time specified in the Notice to Bidders. (Other times or dates will be clearly specified in the Notice).



#2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we DEH Construction Co., LLC as principal, hereinafter called the "Principal," and SURETEC INSURANCE COMPANY, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto The City of Laredo, Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for El Eden Community Park Improvements

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 27th day of June, 2011.

DEH Construction Co., LLC

(Principal)

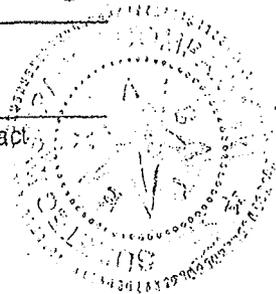
BY: [Signature]

TITLE: General Manager

SureTec Insurance Company

BY: [Signature]

Douglas J. Wealty, Attorney-in-Fact



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William H. Pitts Jr., Wesley M. Pitts, Robert C. Fricke, Linda K. Edwards,  
James F. Siddons, Cynthia Giesen, Douglas J. Weally

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

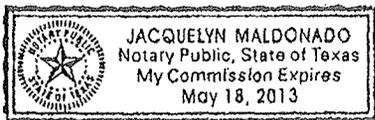
By:

John Knox Jr., President

State of Texas ss:  
County of Harris



On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of June, 2011, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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# COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTIONS</b> Consideration to award contract number FY11-100 to the low bidder Quantum Electric Company, Laredo, Texas, in the amount of \$ 84,134.60 for a complete lighting system for Base 6 Softball Field. Funding is available in the 2010 CO Issue- District V Park Improvements account.
<b>INITIATED BY:</b>  Horacio De Leon, Assistant City Manager	<b>STAFF SOURCE:</b> Osbaldo Guzman, Parks and Leisure Services Department Director Francisco Meza, Purchasing Agent
<b>PREVIOUS COUNCIL ACTION:</b> None.	
<b>BACKGROUND:</b> The City received four bids for the purchase and installation of complete lighting system for Base 6 Softball Field. Low bidder will provide Musco Lights with warranty for 10 years for the lighting system to include all system components installed by Contractor and labor (excluding lamps and fuses). Staff has reviewed the bids and is recommending to award contract to low bidder Quantum Electric, Laredo, Texas. Estimated completion time is 60 days after notice to proceed.  <b>Bid Tabulation:</b> Quantum Electric, \$ 84,134.60 F & W Electrical, \$ 89,890.00 IES Commercial \$ 93,000.00 Cantu Electric \$ 98,500.00	
<b>FINANCIAL IMPACT:</b> Funding is available in the 2010 CO Issue- District V Park Improvements account.  Account number: 466-9822-535-4745	
<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.

**COUNCIL COMMUNICATION**

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTION</b> Consideration for approval of the Industrial Streets Project Control Section Job: 0922-33-132 which includes street reconstruction within the areas of Unitec Industrial Center – District VII as <b>complete</b> , and approval of change order no. 3 a decrease of \$62,489.10 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$193,107.33 to Reim Construction, Inc., Alton, Texas. Final construction contract amount is \$3,441,987.40. Funding is available in the Capital Grants Fund.
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<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Nathan Bratton, Interim Planning Director
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**PREVIOUS COUNCIL ACTION:**  
On February 7, 2011, City Council approved change order no. 2 to add forty-eight (48) working days (with no change in the construction contract amount) to the construction contract with Reim Construction, Inc., Alton, Texas, for the Industrial Streets Project (CSJ: 0922-33-132). Change order no. 2 is for weather delays, revisions to the pavement design, and for additional work for requested street repairs.

**BACKGROUND:**  
This Control Section Job: 0922-33-132 was comprised of Unitec Industrial Center. The renovations were as follows:

Unitec Industrial Center consisted of seven (7) concrete reconstruction intersections, which includes concrete reconstruction at the main entrance from Interstate 35 at Uniroyal Drive. These intersections were Uniroyal Drive at Regional Drive, Regional Drive at Border Drive, North Unitec Drive at Uniroyal Drive, North Unitec Drive at Border Drive, North Unitec Drive at Cabezut Drive, North Unitec Drive at Corporated Drive and North Unitec Drive (north Cul-de-sac). In addition, five (5) segments of concrete reconstruction, six (6) segments of asphalt overlay and three (3) segments of asphalt reconstruction were placed connecting the aforementioned intersections and the streets on the south end of this industrial center.

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

This change order no. 3 is for the balance of quantities actually constructed in place.

Original construction contract amount.....	\$3,684,476.50
(Approved by City Council on November 16, 2009)	
Change order no. 1.....	(\$180,000.00)
(Approved by City Council on September 20, 2010)	
To provide funding for the 5 <sup>th</sup> Industrial Streets Project (CSJ: 0922-33-138)	
Change order no. 2.....	\$ -0-
(Approved by City Council on February 7, 2011)	
To add forty-eight (48) working days	
(with no change in the construction contract amount) for weather delays, revisions	
to the pavement design, and for additional work for requested street repairs.	
This change order no. 3.....	<u>\$(62,489.10)</u>
Final construction contract amount.....	\$3,441,987.40

**FINANCIAL IMPACT:**  
Funding is available in the Capital Grants Fund.  
Account No. 458-2662-525-4284 Project No.

<b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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**COUNCIL COMMUNICATION**

<b>DATE:</b>  08/15/11	<b>SUBJECT: MOTION</b> Consideration for approval of amendment no. 3 an increase of \$55,358.00 to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation for further coordination with Union Pacific Railroad for two new driveways at the Calton/Santa Maria intersection, design of a RR signal arm crossing, environmental update to include additional right-of-way, updating surveying map and description for acquisition at the Agustin Maldonado, Jr. property, design of the new driveways, perform traffic analysis, revision of storm sewer to allow access to driveways, and update temporary/permanent pavement markings. These additional services are eligible for reimbursement by the Texas Department of Transportation and the City is authorized to proceed to amend the contract. Current engineering contract amount including this amendment no. 3 is \$1,750,422.14. Funding is available in the Capital Improvement Fund.
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<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer
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**PREVIOUS COUNCIL ACTION:**  
On February 7, 2011, City Council approved amendment no. 2 an increase of \$364,346.14 and addition of 2,035 calendar days to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation for additional work on Phases I and II of the design scope due to additional railroad requirements and coordination of agreement with City and TxDot and for Phase III which includes construction phase services including review of submittals, review and approval of construction invoicing, construction site meetings and provide survey control points.

**BACKGROUND:**  
The West Laredo Multimodal Trade Corridor will facilitate the movement of commerce within the City and expedite the movement of loaded cargo to and from Mexico.

This amendment no. 3 is for further coordination with Union Pacific Railroad for two new driveways at the Calton/Santa Maria intersection, design of a RR signal arm crossing, environmental update to include additional right-of-way, updating surveying map and description for acquisition at the Agustin Maldonado, Jr. property, design of the new driveways, perform traffic analysis, revision of storm sewer to allow access to driveways, and update temporary/permanent pavement markings.

These additional services are eligible for reimbursement by the Texas Department of Transportation and the City is authorized to proceed to amend the contract.

Original engineering contract amount.....	\$1,279,218.00
(Awarded by City Council on March 27, 2006)	
Amendment no. 1.....	\$ 51,500.00
(For the design and preparation of the construction bid documents to include traffic study update, utility potholes and signed and sealed test hole data sheets and asbestos survey.	
Amendment no. 2.....	\$ 364,346.14
(Approved by City Council on February 7, 2011)	
For addition of 2,035 calendar days and additional work on Phases I and II of the design scope due to additional railroad requirements and coordination of agreement with City and TxDot and for Phase III which includes construction phase services including review of submittals, review and approval of construction invoicing, construction site meetings and provide survey control points.	
This amendment no. 3.....	\$ 55,358.00
Current engineering contract amount.....	\$1,750,442.14

**FINANCIAL IMPACT:**  
Funding is available in the Capital Improvement Fund–West Laredo Corridor Phase II.  
Account No. 402-4323-535-4194

<b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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**COUNCIL COMMUNICATION**

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTION</b> Consideration for approval of the World Trade Bridge US Customs Inspection Station Expansion Project <b>as complete</b> , and approval of change order no. 2 a decrease of \$398,682.90 for a credit remaining in the contingency allowance, release of retainage and approval of final payment in the amount of \$211,065.86 to Leyendecker Construction, Inc., Laredo, Texas. Final construction contract amount is \$4,221,317.10. Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond.
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<b>INITIATED BY:</b> Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Director
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**PREVIOUS COUNCIL ACTION:**  
On December 20, 2010, City Council approved change order no. 1 to the construction contract with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade Bridge US Customs Inspection Station Expansion to add one hundred twenty (120) calendar days to the construction contract time due to fifty-one (51) rain/wet ground days and sixty-nine (69) days due to underground utility delays for infrastructure being replaced/installed by facility tenant (General Services Administration).

**BACKGROUND:**  
The original project included adding 7 new lanes and primary inspection booths, widen and reduce curvature of lanes coming in from the bridge, provide transition for queuing from bridge lanes to the 15 inspection lanes, the relocation of the existing kennel exercise yard to the other side of the kennel, infrastructure for other “inspection processing” technologies in the primary inspection area, transition from the 15 lanes and bypass to the 6 lanes at the secondary inspection canopy and an additional exit inspection booth and lane. Site improvements also included but were not limited to outdoor lighting, utility improvements, sidewalks, parking lot revisions, and landscape/irrigation improvements.

Plans and specifications were prepared by FQR Architects, Inc., Laredo, Texas.

This change order no. 2 is for a credit remaining in the contingency allowance.

Original construction contract amount.....	\$4,620,000.00
(Approved by City Council on October 19, 2009)	
Change order no. 1.....	\$ -0-
(Approved by City Council on December 20, 2010)	
To add one hundred twenty (120) calendar days to the construction contract time due to fifty-one (51) rain/wet ground days and sixty-nine (69) days due to underground utility delays for infrastructure being replaced/installed by facility tenant (General Services Administration).	
This change order no. 2.....	<u>\$(398,682.90)</u>
Current construction contract amount.....	\$4,221,317.10

**FINANCIAL IMPACT:**  
Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond.  
Account No. 458-2662-525-4277 and 553-4067-535-9301

<b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.	<b>STAFF RECOMMENDATION:</b> Approval of Motion.
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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  08/15/11</p>	<p><b>SUBJECT: MOTION</b> Consideration for approval of change order no. 1 to add eighty (80) calendar days to the construction contract time with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities to add independent electrical meters and associated electrical modifications. Current construction contract amount is \$1,700,000.00. Current construction contract time with this change order is two hundred (200) calendar days. Completion date for the project is scheduled for September 10, 2011. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond.</p>									
<p><b>INITIATED BY:</b> Carlos Villarreal, City Manager</p>		<p><b>STAFF SOURCE:</b> Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager</p>								
<p><b>PREVIOUS COUNCIL ACTION:</b> On December 6, 2010, City Council awarded a construction contract to the sole bidder Leyendecker Construction, Inc., Laredo, Texas, in the amount of \$1,700,000.00 for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities with a construction contract time of one hundred twenty (120) calendar days.</p>										
<p><b>BACKGROUND:</b> The City of Laredo is proposing two Cold Storage Inspection Facilities (World Trade and Colombia Solidarity Bridges) at the current Customs and Border Protection (CBP) import lots. Each cold storage inspection facility will be approximately 6,000 square feet. Included in the project will also be a new drainage, power and lighting to accommodate the proposed refrigerated units.</p> <p>Plans and specifications were prepared by Frank Architects, Inc., Laredo, Texas.</p> <p>This change order no. 1 is to eighty (80) calendar days to the construction contract time to add independent electrical meters and associated electrical modifications.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original construction contract amount.....</td> <td align="right">\$1,700,000.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on December 6, 2010)</td> </tr> <tr> <td>This change order no. 1.....</td> <td align="right">\$ <u>    -0-    </u></td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$1,700,000.00</td> </tr> </table> <p>Completion date for the project is scheduled for September 10, 2011.</p>			Original construction contract amount.....	\$1,700,000.00	(Approved by City Council on December 6, 2010)		This change order no. 1.....	\$ <u>    -0-    </u>	Current construction contract amount.....	\$1,700,000.00
Original construction contract amount.....	\$1,700,000.00									
(Approved by City Council on December 6, 2010)										
This change order no. 1.....	\$ <u>    -0-    </u>									
Current construction contract amount.....	\$1,700,000.00									
<p><b>FINANCIAL IMPACT:</b> Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond. Account No. 402-4323-535-4010 Account No. 553-4065-535-9201</p>										
<p><b>COMMITTEE RECOMMENDATION:</b> Approved by the Operations Committee on Monday, August 8, 2011.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval of Motion.</p>									

# AIA<sup>®</sup> Document G701<sup>™</sup> - 2001

## Change Order

<b>PROJECT</b> (Name and address): Laredo Port of Entry Cold Inspection World Trade Bridge & Colombia Solidarity Bridge	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> 07/25/2011	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Leyendecker Construction Inc. 4220 Sanders Laredo, TX 78044	<b>ARCHITECT'S PROJECT NUMBER:</b> 1006 <b>CONTRACT DATE:</b> 12/06/2010 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

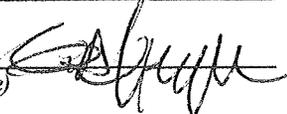
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
**CONTRACT TIME TO BE INCREASED BY (80) CALENDAR DAYS, REQUIRED WITH THE APPROVAL OF PROPOSAL REQUEST NO. 03 TO ADD INDEPENDENT ELECTRICAL METERS AND ASSOCIATED ELECTRICAL MODIFICATIONS.**

The original Contract Sum was	\$ 1,700,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,700,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,700,000.00

The Contract Time will be increased by EIGHTY (80) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is AUGUST 31, 2011.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Frank Architects Inc.</u> <b>ARCHITECT</b> (Firm name)	<u>Leyendecker Construction Inc.</u> <b>CONTRACTOR</b> (Firm name)	<u>City of Laredo</u> <b>OWNER</b> (Firm name)
<u>901 Victoria Ste. A, Laredo, Texas 78040</u> <b>ADDRESS</b>	<u>4220 Sanders, Laredo, TX 78044</u> <b>ADDRESS</b>	<u>1110 Houston Street, Laredo, TX 78040</u> <b>ADDRESS</b>
 <b>BY</b> (Signature)	 <b>BY</b> (Signature)	 <b>BY</b> (Signature)
<u>Frank M. Rotnofsky</u> (Typed name)	<u>Gary Leyendecker</u> (Typed name)	<u>Carlos Villarreal</u> (Typed name)
<u>7.25.11</u> <b>DATE</b>	<u>7/26/11</u> <b>DATE</b>	 <b>DATE</b>

**Recommend Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Rogelio Rivera, P.E., City Engineer

Gustavo Guevara,  
City Secretary

# COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTIONS</b> Consideration to award annual supply contract number FY11-095 to the low bidder, IPC(USA) Inc., Irvine, California, in the estimated annual amount of \$5,000,000.00 for the purchase of unleaded and diesel fuel for the City's automotive fleet. Funding is available in the Fleet Maintenance Fund.
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<b>INITIATED BY:</b>  Jesus Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Rogelio Rivera, P.E. , City Engineer Jack Dunn, Fleet General Manager Francisco Meza, Purchasing Agent
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**PREVIOUS COUNCIL ACTION:** None

**BACKGROUND:** Six bids were received for the City's annual contract for unleaded and diesel fuel. The bid specifications requested bid pricing on tank wagon (5,000 gallons or less) and transport loads (5,000 gallons or more) for both regular unleaded, low and high sulfur diesel fuel. The successful bidder will be required to deliver to the City compound and City landfill. During the contract period, the unit prices will be determined by adding the bid price to the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The weekly price shall be the OPIS Low Rack price for the Laredo area, plus the fixed price differential bid by the successful bidder. The base price bid of the vendor will remain fixed during the contract period. The OPIS index is an average of the delivered, terminal price in cents per gallon, excluding all taxes for the Laredo area. This format allows for price changes based on an independent industry publication. This contract is based on the estimated usage of 770,000 gallons of unleaded fuel and 780,000 gallons of diesel fuel and 36,000 gallons of red diesel fuel. The OPIS differential format is used to determine a low bid situation. Since the differential bid by the vendors is constant during the contract period, the only price that changes is the index for the week. Based on this format, staff is recommending that a contract be awarded to the low bidder, IPC(USA) Inc.

**Summary Based on Bid Evaluation Criteria**

<b>IPC(USA) Inc., Irvine, CA</b>	<b>\$ 4,756,024.00</b>
Arguindegui Oil Co., Laredo, TX	\$ 4,810,775.80
Gold Star Petroleum, Inc., Spring, TX	\$ 4,828,053.60
Petroleum Traders, Fort Wayne, IN	\$ 4,831,761.40
Oil Patch Petroleum, Laredo, TX	\$ 4,852,110.00
Mansfield Oil Co., Gainsville, GA	\$ 4,865,559.80

Differential	IPC(USA) Inc	Arguindegui Oil	Gold Star Pet.	Petroleum Traders	Oil Patch Pet	Mansfield Oil
Section I – Transport Loads Unleaded Fuel	\$0.0020	\$0.0353	\$0.0432	0.0443	0.0600	0.0541
Section II – Transport Loads Ultra Low Sulfur Diesel	\$(0.0018)	\$0.0353	\$0.0468	0.0463	0.0600	0.0744
Section III – Tank Wagon Load, Ultra Low Sulfur Diesel-Red	\$0.0305	\$0.0353	\$0.0971	0.1874	0.1200	0.3078

**FINANCIAL IMPACT:**  
All user departments are charged the actual usage on a monthly basis.  
Fleet Management – Gasoline Inventory  
Account Number: 593-0000-141-0200

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> That this contract be approved.
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## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTIONS</b> Consideration to amend annual supply contract number FY10-066 awarded to the low bidder, Arguindegui Oil Co., Laredo, Texas, for the purchase of unleaded and diesel fuel for the City of Laredo's fleet, by increasing the contract award in the amount of \$400,000 to cover the cost to purchase fuel until August 20, 2011.. The new contract total will be \$4,775,000. The contract amount is being modified as a result of an industry wide increase in the cost of automotive fuel. Funding is available in the Fleet Maintenance Fund.	
<b>INITIATED BY:</b>  Jesus Olivares, Assistant City Manager		<b>STAFF SOURCE:</b> Rogelio Rivera, P.E. , City Engineer Jack Dunn, Fleet General Manager Francisco Meza, Purchasing Agent
<b>PREVIOUS COUNCIL ACTION:</b> Awarded annual contract FY10-066 for automotive fuel on August 2, 2010 in the amount of \$3,500,000. Amended contract award on 6/20/11.		
<b>BACKGROUND:</b> A contract was awarded to Arguindequi Oil Co., Laredo, TX for the purchase of unleaded and diesel fuel for the City of Laredo's fleet. This request is to modify the contract amount by increasing the contract award by \$400,000 to \$4,775,000. New bids have been solicited and a new contract award is proposed for August 15, 2011.		
<b>FINANCIAL IMPACT:</b> All user departments are charged the actual usage on a monthly basis. Fleet Management – Gasoline Inventory Account Number: 593-0000-141-0200		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> That this contract revision be approved.

## COUNCIL COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: MOTION</b> Consideration to authorize a purchase contract with Philpott Motors, Nederland, TX for the acquisition of five police pursuit vehicles for the Police Department in the total amount of \$139,033.75. Funding for these vehicles is available from the Stone Garden grant proceeds.
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<b>INITIATED BY:</b> Cynthia Collazo, Deputy City Manager	<b>STAFF SOURCE:</b> Carlos Maldonado, Chief of Police Francisco Meza, Purchasing Agent
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**PREVIOUS COUNCIL ACTION:**

**BACKGROUND:** The Police Department has been authorized to purchase five police pursuit sedans from a grant award.

The vehicles will be purchased utilizing the H-GAC cooperative purchasing contract VE03-06 from Philpott Motors.

Philpott Motors HGAC Contract VE03-00	Qty	Unit Price	Total
2011 Ford Crown Victoria Police Pursuit Sedan	5	\$27,686.75	\$138,433.75
HGAC fee			\$ 600.00
Total Amount			\$139,033.75

**FINANCIAL IMPACT:** These vehicles will be purchased utilizing funding awarded to the City for the Stone Garden grant

Account Number: 229-2363-525-9004

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> It is recommended that this contract be approved.
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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  08/15/2010</p>	<p><b>SUBJECT: MOTION</b> Authorizing the City Manager to execute Memorandum of Understanding Agreements between the City of Laredo Health Department and the following entities: Gastroenterology Consultants of Laredo for up to \$100,000, Medical Imaging Diagnostic Associates for up to \$60,000 and with Dr. Luis F. Velez, M.D. for up to \$50,000 for the continuation with the Cancer Prevention Institute of Texas (CPRIT) project Year II, to conduct early cancer detection prevention, health education and diagnostic procedures. The term period is from August 01, 2011 to July 31, 2012 and renewable for one (1) year contingent on funding availability.</p>
<p><b>INITIATED BY:</b> Cynthia Collazo Deputy City Manager</p>	<p><b>STAFF SOURCE:</b> Hector F. Gonzalez, M.D., M.P.H. Health Director</p>
<p><b>PREVIOUS COUNCIL ACTION: On August 16, 2010, Council approved Ordinance 2010-O-111.</b></p>	
<p><b>BACKGROUND:</b> Early detection and health education for cancer diagnosis and treatment is critically important for prevention. However, awareness and health care access for many is still a barrier, especially for underserved and medically indigent communities along the Texas/Mexico Border where many still lack appropriate and adequate access to care and prevention. As the population ages, chronic disease and early detection are even more important. Yet today, there is already a significant disparity in breast, cervical and colorectal cancer in this primarily Mexican American/Latino population.</p> <p>The Cancer Prevention Research Institute of Texas (CPRIT) grant awarded to the City of Laredo Health Department will allow the implementation of 4 major interventions: 1). Data collection of cancer prevention needs as well develop an epidemiological system for reporting cancer incidence; 2). Increase cancer prevention awareness through community wide education outreach, 3). Increase health care access points of entry for early detection, screening, case management and referrals; and 4). Provide diagnostic and subsequent follow up services and treatment through local partners.</p> <p>Through a Memorandum of Understanding with Gastroenterology Consultants of Laredo, Medical Imaging Diagnostic Associates and Dr. Luis F. Velez, M.D., the project will increase cancer early detection awareness as well as link the community to healthier lifestyles (exercise, nutrition and smoking cessation). With increased awareness to seek cancer screening services, the enhanced network of community points of entry will serve as a safety net to augment access, especially for those most at risk and who are least likely to seek or afford services. Once detected, persons will be case managed for better understanding, education and follow through with diagnostic testing and examinations with these partners.</p>	
<p><b>FINANCIAL:</b> Funding is available through the Cancer Prevention Institute of Texas (CPRIT) grant. The account number is 226-6202-543-5551 with project HECS02.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b></p>	<p><b>STAFF RECOMMENDATION:</b> Recommends that Council approve the motion.</p>

## COUNCIL COMMUNICATION

<b>DATE:</b>  08/15/11	<b>SUBJECT: MOTION</b>  Authorizing the City Manager to execute a contract between the City of Laredo (City), South Texas Development Council (RPC), and Commission on State Emergency Communications (CSEC) for the period beginning September 1, 2011 and ending August 31, 2013 to administer the 9-1-1 program on behalf of the RPC for the Counties of Jim Hogg, Starr, Webb and Zapata.	
<b>INITIATED BY:</b>  Horacio A. De Leon, Jr., Assistant City Manager		<b>STAFF SOURCE:</b>  Heberto L. Ramirez, Info. Services & Telecomm. Director
<b>PREVIOUS COUNCIL ACTION:</b>  None.		
<b>BACKGROUND:</b>  The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004, meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004.		
<b>FINANCIAL IMPACT:</b>  None.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b>  Approval of this Motion.

## COUNCIL COMMUNICATION

<b>DATE:</b>  08-01-2011	<b>SUBJECT: MOTION</b>  Authorizing the City Manager to execute all necessary interlocal agreements with Webb County, Jim Hogg County, Starr County & Zapata County and the City of Laredo within the 9-1-1 system and responsibilities for the Counties of Webb, Zapata, Jim Hogg and Starr.	
<b>INITIATED BY:</b>  Carlos Villarreal, City Manager	<b>STAFF SOURCE:</b>  Jessica L. Newsome, CASS Manager	
<b>PREVIOUS COUNCIL ACTION:</b>  None.		
<b>BACKGROUND:</b>  The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004, meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004.		
<b>FINANCIAL IMPACT:</b>  None.		
<b>COMMITTEE RECOMMENDATION:</b>  N/A	<b>STAFF RECOMMENDATION:</b>  Approval of this Motion.	

# INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

## Article 1: Parties & Purpose

1.1 The **City of Laredo (“City”)** as **Administrator for South Texas Development Council (“STDC”)** is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Webb County** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

## Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

### **Article 3: Deliverables**

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Webb County Sheriff's Office PSAP(s) located at 902 Victoria St. Laredo, TX 78040;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

### 3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

#### **Article 4: Performance Monitoring**

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

#### **Article 5: Procurement**

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and City procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the City's Strategic Plan and any amendments thereto.

## **Article 7: Records**

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

## **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

## **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

## **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### **Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo  
1110 Houston St.  
Laredo, TX 78040

The Local Government's address is:

902 Victoria St.  
Laredo, TX 78040

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

### **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2011 and shall terminate on August 31, 2013.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

### **Article 14: Force Majeure**

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

## **Article 17. Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

## **Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**City of Laredo as Administrators for  
South Texas Development Council**

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

Printed Name: Carlos R. Villarreal

Title: City Manager

Date: \_\_\_\_\_

**Webb County**

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

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

Title: Webb County Judge

Date: \_\_\_\_\_

**Attested:**

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

Printed Name: Gustavo Guevara

Title: City Secretary

Date: \_\_\_\_\_

**Approved:**

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

Printed Name: Raul Casso

Title: City Attorney

Date: \_\_\_\_\_

## Attachment A

### Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 902 Victoria St. Laredo, TX (PSAP Name), in Webb County, to be the property of City of Laredo as Administrator for South Texas Development Council, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

**City of Laredo as Administrator for  
South Texas Development Council**

**Webb County**

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

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

Printed Name: Carlos R. Villarreal

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

Title: City Manager

Title: Webb County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between \_\_\_\_\_ (City) and \_\_\_\_\_ (Local Government) dated \_\_\_\_\_, 20\_\_\_\_, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer \_\_\_\_\_ Disposition \_\_\_\_\_ Lost \_\_\_\_\_

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

**Attachment B**  
**Transfer of Ownership Form (continued)**

Action Recommended by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved:    \_\_\_ Yes    \_\_\_ No

Proceeds, if any: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: \_\_\_\_\_  
                  Executive Director (or other appropriate title of agency head)

Date: \_\_\_\_\_

## **Attachment C Scope of Work**

### **Section 1.0 - Scope:**

As required by the Contract for 9-1-1 Services executed between STDC, City of Laredo and the CSEC, CITY OF LAREDO AS ADMINISTRATOR FOR STDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCONENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

### **Section 2.0 - Program Deliverables:**

Local Government agrees to comply with all applicable law, CSEC Rules, and STDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

#### **2.1 Inventory:**

2.1.1 Local Government is responsible for notifying STDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

## **Attachment C**

### **Scope of Work (continued)**

2.1.2 CITY OF LAREDO AS ADMINISTRATOR FOR STDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

#### **2.2 Security:**

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City of Laredo as Administrator for STDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. City of Laredo as Administrator for STDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City of Laredo as Administrator for STDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City of Laredo as Administrator for STDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

#### **2.3 Maintenance:**

2.3.1 City of Laredo as Administrator for STDC shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of Laredo as Administrator for STDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of Laredo as Administrator for STDC of

## **Attachment C**

### **Scope of Work (continued)**

any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at [9-1-1@wscicom.com](mailto:9-1-1@wscicom.com).

#### **2.4 Supplies:**

City of Laredo as Administrator for STDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

#### **2.5 Training**

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by City of Laredo as Administrator for STDC training staff, or as determined by the Local Government.

2.5.2 Notify City of Laredo as Administrator for STDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City of Laredo as Administrator for STDC

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

#### **2.6 Facilities:**

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be

## **Attachment C Scope of Work (continued)**

in compliance with the American with Disability Act of 1990.

2.6.3 City of Laredo as Administrator for STDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

### **2.7 Operations:**

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City of Laredo as Administrator for STDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City of Laredo as Administrator for STDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City of Laredo as Administrator for STDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to City of Laredo as Administrator for STDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City of Laredo as Administrator for STDC upon request.

2.7.8 Comply with City of Laredo as Administrator for STDC policy and procedures for PSAP moves/changes.

## **Attachment C**

### **Scope of Work (continued)**

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

#### **2.8 Master Street Address Guide (MSAG) / GIS Maintenance:**

Counties and cities shall:

- 2.8.1 Provide current updates for street addresses, street ranges, or street names.
- 2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.
- 2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City of Laredo as Administrator for STDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.
- 2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.
- 2.8.5 Notify City of Laredo as Administrator for STDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.
- 2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.
- 2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.
- 2.8.8 Provide available street centerline data, county roads, un-named roads, etc.
- 2.8.9 Notify City of Laredo as Administrator for STDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract amendments.

## **Attachment D**

### **PSAP Operations Performance Measures and Monitoring**

#### Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2012-2013  
Contract between CSEC, STDC and the City of Laredo

#### Quality Assurance Inspections

City personnel will conduct site visits at least four (4) per year to evaluate the condition of equipment, efficiency of operations, and compliance with the Agreement.

## Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: [http://www.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
2. Commission Rules: [http://www.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
3. Commission Program Policy Statements:  
[http://www.911.state.tx.us/browse.php/program\\_policy\\_statements](http://www.911.state.tx.us/browse.php/program_policy_statements)

**COUNCIL COMMUNICATION**

<b>DATE:</b> 08/15/2011	<b>SUBJECT: MOTION</b> Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of July 2011, represent a decrease of \$3,087.44. These adjustments are determined by the Webb County Appraisal District and by court orders.	
<b>INITIATED BY:</b> HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		<b>STAFF SOURCE:</b> ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
<b>PREVIOUS COUNCIL ACTION:</b> Approves tax roll each year.		
<b>BACKGROUND:</b> Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.		
<b>FINANCIAL IMPACT:</b> Potential revenues will decrease due to an decrease in levy in the amount of \$3,087.44.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Approval

TAX ADJUSTMENT LISTING  
 7/01/11 - 7/31/11  
 BY TRANSACTION DATE  
 RECAP TOTALS BY ENTITY/YEAR

All account types  
 All roll codes

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
IN10 10	4.85	.00	.00	4.58-	4.58	.00	4.58	4.58-
IN10 TOTALS	4.85	.00	.00	4.58-	4.58	.00	4.58	4.58-
LARE 06	.00	.00	412.54	.00	.00	.00	220.00	.00
LARE 07	.00	.00	87.46	5.73-	.00	.00	135.44	134.55-
LARE 08	.00	.00	.00	93.26-	.00	.00	628.20	331.34-
LARE 09	.00	.00	.00	455.90-	251.10	.00	1077.65	684.48-
LARE 10	.00	679.35	2524.96	11408.49-	5868.13	.00	16078.10	11963.50-
LARE TOTALS	.00	679.35	3024.96	11963.38-	6119.23	.00	18139.39	13113.87-
OMIT 08	.00	.00	.00	.00	.00	.00	158.79	.00
OMIT 10	97.14	.00	.00	458.39-	458.39	.00	458.39	458.39-
OMIT TOTALS	97.14	.00	.00	458.39-	458.39	.00	617.18	458.39-
RP06 06	43.90	.00	.00	.00	.00	.00	.00	.00
RP06 TOTALS	43.90	.00	.00	.00	.00	.00	.00	.00
RP07 07	48.29	.00	.00	.00	.00	.00	.00	.00
RP07 TOTALS	48.29	.00	.00	.00	.00	.00	.00	.00
RP08 08	53.13	.00	.00	9.33-	.00	.00	.00	.00
RP08 TOTALS	53.13	.00	.00	9.33-	.00	.00	.00	.00
RP09 09	53.13	.00	.00	11.01-	.00	.00	.00	.00
RP09 TOTALS	53.13	.00	.00	11.01-	.00	.00	.00	.00
RP10 10	159.54	.00	.00	341.43-	205.76	.00	57.24	71.67-
RP10 TOTALS	159.54	.00	.00	341.43-	205.76	.00	57.24	71.67-
RTN 10	50.00	.00	.00	.00	.00	.00	.00	.00
RTN TOTALS	50.00	.00	.00	.00	.00	.00	.00	.00
SUPP 06	439.02	.00	.00	.00	.00	.00	.00	.00
SUPP 07	482.91	.00	.00	.00	.00	.00	.00	.00
SUPP 08	531.26	.00	.00	.00	.00	.00	.00	.00
SUPP 09	877.16	.00	.00	.00	.00	.00	.00	390.86-
SUPP 10	6983.18	.00	.00	122.83-	.00	.00	.00	4779.02-
SUPP TOTALS	9313.53	.00	.00	122.83-	.00	.00	.00	5169.88-
TOTALS	9823.51	679.35	3024.96	12910.95-	6787.96	.00	18818.39	18818.39-

2010	< 11,408.49 >
Prior	< 554.89 >
OMIT	< 361.25 >
RP06	43.90
RP07	48.29
RP08	43.80
RP09	42.12
RP10	< 181.89 >
Supp	6,860.35
Supp P.	2,330.35
INTIO	.27
RTN	50.00
	<hr/>
	< 3,087.44 >

2010	< 11,408.49 >
Prior	< 554.89 >
OMIT	< 361.25 >
RP06	43.90
RP07	48.29
RP08	43.80
RP09	42.12
RP10	< 181.89 >
Supp	6,860.35
Supp P.	2,330.35
	<hr/>
	< 3,137.71 >
	.27
INTIO	50.00
RTN	
	<hr/>
	< 3,087.44 >

TAX ADJUSTMENT LISTING  
 7/01/11 - 7/31/11  
 BY TRANSACTION DATE  
 PAYMENT RECAP TOTALS BY ENTITY/YEAR

All account types  
 All roll codes

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
IN10 10	.00	.00	.00	.00	.00	4.58	4.58	CREDIT REFUND
IN10 10	4.58	.00	.00	.00	.00	.00	4.58	TRANSFERS FROM
IN10 10	.00	.00	.00	.00	.00	4.58-	4.58-	TRANSFERS TO
IN10 TOTALS	4.58	.00	.00	.00	.00	.00	4.58	
LARE 06	217.41	26.09	115.23	53.81	.00	.00	412.54	PAYMENT VOID
LARE 06	115.26	13.83	62.22	28.69	.00	.00	220.00	TRANSFERS FROM
LARE 07	49.71	5.96	20.38	11.41	.00	.00	87.46	PAYMENT VOID
LARE 07	77.48	9.30	30.99	17.67	.00	.00	135.44	TRANSFERS FROM
LARE 07	77.48-	9.30-	30.22-	17.55-	.00	.00	134.55-	TRANSFERS TO
LARE 08	207.28	24.87	58.04	43.53	.00	294.48	628.20	TRANSFERS FROM
LARE 08	207.28-	24.87-	55.97-	43.22-	.00	.00	331.34-	TRANSFERS TO
LARE 09	.00	.00	.00	.00	.00	251.10	251.10	CREDIT REFUND
LARE 09	546.93	55.25	46.01	38.60	.00	390.86	1077.65	TRANSFERS FROM
LARE 09	201.04-	24.12-	30.16-	38.30-	.00	390.86-	684.48-	TRANSFERS TO
LARE 10	.00	48.11	17.87	8.24	.00	605.13	679.35	PAYMENT REFUND
LARE 10	2195.61	219.57	109.78	.00	.00	.00	2524.96	PAYMENT VOID
LARE 10	.00	.00	.00	.00	.00	5868.13	5868.13	CREDIT REFUND
LARE 10	8692.16	161.80	58.44	32.72	.00	7132.98	16078.10	TRANSFERS FROM
LARE 10	3192.52-	37.02-	15.94-	68.43-	.00	8649.59-	11963.50-	TRANSFERS TO
LARE TOTALS	8423.52	469.47	386.67	67.17	.00	5502.23	14849.06	
OMIT 08	158.79	.00	.00	.00	.00	.00	158.79	TRANSFERS FROM
OMIT 10	.00	.00	.00	.00	.00	458.39	458.39	CREDIT REFUND
OMIT 10	458.39	.00	.00	.00	.00	.00	458.39	TRANSFERS FROM
OMIT 10	.00	.00	.00	.00	.00	458.39-	458.39-	TRANSFERS TO
OMIT TOTALS	617.18	.00	.00	.00	.00	.00	617.18	
RP06 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP07 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP08 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP09 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP10 10	.00	.00	.00	.00	.00	205.76	205.76	CREDIT REFUND
RP10 10	57.24	.00	.00	.00	.00	.00	57.24	TRANSFERS FROM
RP10 10	11.11-	1.00-	.44-	1.88-	.00	57.24-	71.67-	TRANSFERS TO
RP10 TOTALS	46.13	1.00-	.44-	1.88-	.00	148.52	191.33	
RTN TOTALS	.00	.00	.00	.00	.00	.00	.00	
SUPP 09	345.90-	31.14-	13.82-	.00	.00	.00	390.86-	TRANSFERS TO
SUPP 10	4645.45-	103.39-	30.18-	.00	.00	.00	4779.02-	TRANSFERS TO
SUPP TOTALS	4991.35-	134.53-	44.00-	.00	.00	.00	5169.88-	
TOTALS	4100.06	333.94	342.23	65.29	.00	5650.75	10492.27	

2010	7,695.25
Prior	728.27
OMIT	458.39
OMIT P.	158.79
RPID	46.13
Supp	< 4,645.45 >
Supp P.	< 345.90 >
INTIO	4.58
	<hr/>
	4,100.06

TAX ADJUSTMENT LISTING  
 7/01/11 - 7/31/11  
 BY TRANSACTION DATE  
 RECAP TOTALS BY ADJUSTMENT CODE

All account types  
 All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	975.51	975.51-
CBR	.00	679.35	.00	.00	6787.96	.00	.00	.00
IFRZ	4.85	.00	.00	.00	.00	.00	.00	.00
NSF	.00	.00	3024.96	.00	.00	.00	.00	.00
OTAX	97.14	.00	.00	.00	.00	.00	2088.36	2088.36-
REND	357.99	.00	.00	315.93-	.00	.00	11.40	11.40-
RTN	50.00	.00	.00	.00	.00	.00	.00	.00
SCE	3579.82	.00	.00	508.81-	.00	.00	50.42	50.42-
SCP	45.67	.00	.00	45.67-	.00	.00	.00	.00
SDIS	.00	.00	.00	15.93-	.00	.00	1117.78	1117.78-
SDNE	.00	.00	.00	3175.51-	.00	.00	.00	.00
SENV	76.44	.00	.00	.00	.00	.00	47.77	47.77-
SFRZ	191.10	.00	.00	.00	.00	.00	45.67	45.67-
SO65	.00	.00	.00	3168.19-	.00	.00	122.05	122.05-
SSPT	5246.92	.00	.00	5462.53-	.00	.00	5333.90	5333.90-
SVET	.00	.00	.00	95.55-	.00	.00	47.78	47.78-
TF	173.58	.00	.00	122.83-	.00	.00	.00	.00
TRNF	.00	.00	.00	.00	.00	.00	8977.75	8977.75-
TOTALS	9823.51	679.35	3024.96	12910.95-	6787.96	.00	18818.39	18818.39-

TAX ADJUSTMENT LISTING  
 7/01/11 - 7/31/11  
 BY TRANSACTION DATE  
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

All account types  
 All roll codes

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
06 NSF	217.41	26.09	115.23	53.81	.00	.00	412.54	PAYMENT VOID
06 TRNF	115.26	13.83	62.22	28.69	.00	.00	220.00	TRANSFERS FROM
10 TOTALS	332.67	39.92	177.45	82.50	.00	.00	632.54	
07 NSF	49.71	5.96	20.38	11.41	.00	.00	87.46	PAYMENT VOID
07 TRNF	77.48	9.30	30.99	17.67	.00	.00	135.44	TRANSFERS FROM
07 TRNF	77.48-	9.30-	30.22-	17.55-	.00	.00	134.55-	TRANSFERS TO
07 TOTALS	49.71	5.96	21.15	11.53	.00	.00	88.35	
08 TRNF	366.07	24.87	58.04	43.53	.00	294.48	786.99	TRANSFERS FROM
08 TRNF	207.28-	24.87-	55.97-	43.22-	.00	.00	331.34-	TRANSFERS TO
08 TOTALS	158.79	.00	2.07	.31	.00	294.48	455.65	
09 CBR	.00	.00	.00	.00	.00	251.10	251.10	CREDIT REFUND
09 SSPT	345.89	31.13	13.84	.00	.00	.00	390.86	TRANSFERS FROM
09 SSPT	.00	.00	.00	.00	.00	390.86-	390.86-	TRANSFERS TO
09 TRNF	201.04	24.12	32.17	38.60	.00	390.86	686.79	TRANSFERS FROM
09 TRNF	546.94-	55.26-	43.98-	38.30-	.00	.00	684.48-	TRANSFERS TO
09 TOTALS	.01-	.01-	2.03	.30	.00	251.10	253.41	
10	3469.41	.00	.00	.00	.00	.00	3469.41	TRANSFERS FROM
10	.00	.00	.00	.00	.00	3469.41-	3469.41-	TRANSFERS TO
10 APCR	.00	.00	.00	.00	.00	975.51	975.51	TRANSFERS FROM
10 APCR	975.51-	.00	.00	.00	.00	.00	975.51-	TRANSFERS TO
10 CBR	.00	48.11	17.87	8.24	.00	605.13	679.35	PAYMENT REFUND
10 CBR	.00	.00	.00	.00	.00	6536.86	6536.86	CREDIT REFUND
10 NSF	2195.61	219.57	109.78	.00	.00	.00	2524.96	PAYMENT VOID
10 REND	11.40	.00	.00	.00	.00	.00	11.40	TRANSFERS FROM
10 REND	.00	.00	.00	.00	.00	11.40-	11.40-	TRANSFERS TO
10 SCE	50.42	.00	.00	.00	.00	.00	50.42	TRANSFERS FROM
10 SCE	.00	.00	.00	.00	.00	50.42-	50.42-	TRANSFERS TO
10 SSPT	4815.40	99.27	28.37	.00	.00	.00	4943.04	TRANSFERS FROM
10 SSPT	.00	.00	.00	.00	.00	4943.04-	4943.04-	TRANSFERS TO
10 TRNF	865.74	62.53	30.07	32.72	.00	6157.47	7148.53	TRANSFERS FROM
10 TRNF	6873.57-	141.41-	46.56-	70.31-	.00	695.53-	7827.38-	TRANSFERS TO
10 TOTALS	3558.90	288.07	139.53	29.35-	.00	5105.17	9062.32	
TOTALS	4100.06	333.94	342.23	65.29	.00	5650.75	10492.27	

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	-TRANSACTIONS ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	67,035,721.06	.00	5,003.01	10,044.02-	5,041.01-	67,030,680.05
- BASE TAX PAID	63,743,963.87	838,535.05	152.72	3,711.62-	3,558.90-	64,578,940.02
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	.00	.00	.00	.00	.00	.00
= OUTSTANDING BASE TAX	3,291,757.19					2,451,740.03

- CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						

OTHER PAID:						
PENALTY	456,195.03	69,411.06	30.11-	257.96-	288.07-	525,318.02
INTEREST	141,527.58	33,663.64	15.05-	124.48-	139.53-	175,051.69
COLLECTION FEE	63,817.59	84,078.90	16.13	13.22	29.35	147,925.84
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	64,747.33	23,033.84	96.31	5,201.48-	5,105.17-	82,676.00
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	64,470,251.40	1,048,722.49	220.00	9,282.32-	9,062.32-	65,509,911.57

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	747,255,800.57	.00	5,348.91	8,436.35-	3,087.44-	747,252,713.13
- BASE TAX PAID	739,837,241.91	929,769.07	37.46	4,137.52-	4,100.06-	740,762,910.92
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-		.00	.00	.00	2,734.03-
= OUTSTANDING BASE TAX	7,415,824.63					6,487,068.18

CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						

OTHER PAID:						
PENALTY	18,023,953.51	80,286.77	43.94-	290.00-	333.94-	18,103,906.34
INTEREST	4,488,368.13	59,751.80	77.27-	264.96-	342.23-	4,547,777.70
COLLECTION FEE	8,443,608.72	103,255.65	12.56-	52.73-	65.29-	8,546,799.08
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	50,362.20	23,057.48	96.31	5,747.06-	5,650.75-	67,768.93
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	770,843,534.47	1,196,120.77	.00	10,492.27-	10,492.27-	772,029,162.97

# MASS TRANSIT BOARD COMMUNICATION

<b>DATE:</b> 08/15/11	<b>SUBJECT: MASS TRANSIT BOARD MOTION</b> Consideration to award annual supply contract number FY11-096 to the low bidder, IPC(USA) Inc., Irvine, California, in the estimated amount of \$1,700,000.00 for the purchase of unleaded and diesel fuel for the transit system's automotive fleet. Funding is available in the Transit Maintenance Fund.
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<b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager	<b>STAFF SOURCE:</b> Feliciano Garcia, General Manager Francisco Meza, Purchasing Agent
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**PREVIOUS BOARD ACTION:** None

**BACKGROUND:** Six bids were received for the City's annual contract for unleaded and diesel fuel. The bid specifications requested bid pricing on tank wagon (5,000 gallons or less) and transport loads (5,000 gallons or more) for both regular unleaded, low and high sulfur diesel fuel. The successful bidder will be required to deliver to the Transit Maintenance facility. During the contract period, the unit prices will be determined by adding the bid price to the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The weekly price shall be the OPIS low rack average price for the Laredo area, plus the fixed price differential bid by the successful bidder. The base price bid of the vendor will remain fixed during the contract period. The OPIS index is an average of the delivered, terminal price in cents per gallon, excluding all taxes for the Laredo area. This format allows for price changes based on an independent industry publication. This contract is based on the estimated usage of 90,000 gallons of unleaded fuel and 450,000 gallons of ultra low sulfur diesel fuel. The OPIS differential format is used to determine a low bid situation. Since the differential bid by the vendors is constant during the contract period, the only price that changes is the index for the week. Based on this format, staff is recommending that a contract be awarded to the low bidder, IPC(USA) Inc.

**Summary Based on Bid Evaluation Criteria**

IPC(USA) Inc., Irvine, CA	<b>\$ 1,644,210.00</b>
Arguindegui Oil Co., Laredo, TX	\$ 1,661,607.00
Gold Star Petroleum, Inc., Spring, TX	\$ 1,681,740.00
Petroleum Traders, Fort Wayne, IN	\$ 1,680,246.00
Oil Patch Petroleum, Laredo, TX	\$ 1,680,740.00
Mansfield Oil Co., Gainesville, GA	\$ 1,701,504.00

Differential	IPC(USA) Inc	Arguindegui Oil	Gold Star Pet.	Petroleum Traders	Oil Patch Pet	Mansfield Oil
Section I – Transport Loads Unleaded Fuel	\$0.0275	\$0.0353	\$0.0775	0.1874	0.1200	0.3126
Section II – Transport Loads Ultra Low Sulfur Diesel	\$(0.0018)	\$0.0353	\$0.0716	0.0463	0.0600	0.0685

**FINANCIAL IMPACT:**

Fixed Route Unleaded: 558-5811-582-6630	Para Transit, Unleaded: 558-5812-582-6630
Fixed Route, Diesel: 558-5811-582-6620	Para Transit, Diesel: 558-5812-582-6620

<b>COMMITTEE RECOMMENDATION:</b>	<b>STAFF RECOMMENDATION:</b> That this contract be approved.
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**CITY COUNCIL MEETING AS MASS TRANSIT BOARD COMMUNICATION**

<b>DATE:</b> 08/15/2011	<b>SUBJECT: MOTION</b> Consideration to award six month supply contracts (FY11-088) for the purchase of motor oil and lubricants for the Laredo Transit Management, Inc. (El Metro) to the low bidders: 1) Arguindegui Oil, Co., Laredo, Texas, in the estimated amounts of \$16,032.30. 2) Gonzalez Auto Parts, Laredo, Texas in the estimated amounts of \$37,337.00 3) Hollon Oil Co., Weslaco, Texas, in the estimated amount of \$4,770.00 4) Universal Lubricants, LCC, Wichita, Kansas in the estimated amounts of \$40,775.00 Funding is available in the Laredo Transit Management, El Metro Operations Fund.																																																																															
<b>INITIATED BY:</b> Jesus Olivares, Assistant City Manager			<b>STAFF SOURCE:</b> Feliciano Garcia, Jr., Transit General Manager Francisco Meza, Purchasing Agent																																																																													
<b>PREVIOUS BOARD ACTION:</b> None.																																																																																
<b>BACKGROUND:</b> The City of Laredo / LMT received five (5) bids for furnishing the Transit System with engine oil and lubricants for a six month contract. All items will be purchased on an as needed basis throughout the contract period. <table border="0" data-bbox="224 638 1433 1187"> <tr> <td><b>Arguindegui Oil</b></td> <td><b>Est. Qty.</b></td> <td><b>Units</b></td> <td><b>Unit Price</b></td> <td><b>Ext. Price</b></td> </tr> <tr> <td>Antifreeze 50/50 Green</td> <td>30</td> <td>Drums</td> <td>\$204.41</td> <td>\$ 6,132.30</td> </tr> <tr> <td>Coolant Plus 100% Green</td> <td>30</td> <td>Drums</td> <td>\$330.00</td> <td>\$ 9,900.00</td> </tr> <tr> <td><b>Contract Total</b></td> <td></td> <td></td> <td></td> <td><b>\$16,032.30</b></td> </tr> <tr> <td><b>Gonzalez Auto Parts</b></td> <td><b>Est. Qty.</b></td> <td><b>Units</b></td> <td><b>Unit Price</b></td> <td><b>Ext. Price</b></td> </tr> <tr> <td>Quaker S. Compressor Oil</td> <td>3500</td> <td>Quarts</td> <td>\$ 3. 55</td> <td>\$12,425.00</td> </tr> <tr> <td>Automatic Trans. Fluid TES 295</td> <td>1200</td> <td>Gallons</td> <td>\$20.76</td> <td>\$24,912.00</td> </tr> <tr> <td><b>Contract Total</b></td> <td></td> <td></td> <td></td> <td><b>\$37,337.00</b></td> </tr> <tr> <td><b>Hollon Oil Co.</b></td> <td><b>Est. Qty.</b></td> <td><b>Units</b></td> <td><b>Unit Price</b></td> <td><b>Ext. Price</b></td> </tr> <tr> <td>Diesel Exhaust Fluid</td> <td>30</td> <td>Drums</td> <td>\$159.00</td> <td>\$4,770.00</td> </tr> <tr> <td><b>Contract Total</b></td> <td></td> <td></td> <td></td> <td><b>\$4,770.00</b></td> </tr> <tr> <td><b>Universal Lubricants, LCC</b></td> <td><b>Est. Qty.</b></td> <td><b>Units</b></td> <td><b>Unit Price</b></td> <td><b>Ext. Price</b></td> </tr> <tr> <td>Multigrade 15W40 CJ4 Diesel</td> <td>5,000</td> <td>Gallons</td> <td>\$ 7.80</td> <td>\$39,000.00</td> </tr> <tr> <td>Super ATF</td> <td>5</td> <td>Drums</td> <td>\$355.00</td> <td>\$ 1,775.00</td> </tr> <tr> <td><b>Contract Total</b></td> <td></td> <td></td> <td></td> <td><b>\$40,775.00</b></td> </tr> </table>						<b>Arguindegui Oil</b>	<b>Est. Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Ext. Price</b>	Antifreeze 50/50 Green	30	Drums	\$204.41	\$ 6,132.30	Coolant Plus 100% Green	30	Drums	\$330.00	\$ 9,900.00	<b>Contract Total</b>				<b>\$16,032.30</b>	<b>Gonzalez Auto Parts</b>	<b>Est. Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Ext. Price</b>	Quaker S. Compressor Oil	3500	Quarts	\$ 3. 55	\$12,425.00	Automatic Trans. Fluid TES 295	1200	Gallons	\$20.76	\$24,912.00	<b>Contract Total</b>				<b>\$37,337.00</b>	<b>Hollon Oil Co.</b>	<b>Est. Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Ext. Price</b>	Diesel Exhaust Fluid	30	Drums	\$159.00	\$4,770.00	<b>Contract Total</b>				<b>\$4,770.00</b>	<b>Universal Lubricants, LCC</b>	<b>Est. Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Ext. Price</b>	Multigrade 15W40 CJ4 Diesel	5,000	Gallons	\$ 7.80	\$39,000.00	Super ATF	5	Drums	\$355.00	\$ 1,775.00	<b>Contract Total</b>				<b>\$40,775.00</b>
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<b>FINANCIAL IMPACT:</b> Funding is available in: Fixed Route (Oil & Other Lubricants) 558-5811-582-6660 Paratransit (Oil & Other Lubricants) 558-5812-582-6660																																																																																
<b>COMMITTEE RECOMMENDATION</b>			<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this motion.																																																																													



**LAREDO, TEXAS**  
**1755**

