

CITY OF LAREDO CITY COUNCIL MEETING

A-2014-R-02

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

FEBRUARY 3, 2014

5:30 P.M.



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Gustavo Guevara, City Secretary at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of January 21, 2014.

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

- a. Presentation of awards by the Knights of Columbus Council #2304 recognizing City Council Members.

Recognitions

a. Recognition regarding the toy give away event at the Civic Center on the occasion of the 2nd Anniversary of the Grimmer family tragedy in Laredo.

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. Speakers may not pass their minutes to any other speaker.

VI. PUBLIC HEARINGS

1. **Public hearing** allowing interested persons to comment on the ***Revised Noise Exposure Maps and Amended Noise Compatibility Program*** for Laredo International Airport, as required by Title 14 Code of Federal Regulations Part 150 §150.23(d). Furthermore, it includes authorizing the City Manager to submit the document to the Federal Aviation Administration (FAA) for appropriate FAA determinations.
(The Airport Advisory Board will meet on February 04, 2014 and consider this item)
(Approved by Finance Committee)
2. **Public hearing** allowing interested persons to comment on the proposed amendment to the City of Laredo's 2013 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$241,938.00 for (1) construction of a multipurpose field at El Eden Park - \$110,000.00, (2) Sigifredo Perez Baseball Field Improvements - \$15,000.00, (3) construction of a soccer field at Dryden Park - \$81,640.00, and (4) construction of sidewalks in District IV - \$35,298.00. It is further proposed that the newly created projects will be funded through the use of fund balances and a canceled project from the 36-39th Action Year (AY) as listed below:

CDBG Project Fund Balances

<u>CDBG Project</u>	<u>Action Year (AY) Fund</u>	<u>Amount</u>
District I Sidewalks (Cancellation)	39 th AY	\$125,000
Inner City Basketball Court	38 th AY	\$20,268
East Hachar Soft Walking Track	37 th AY	\$81,242
Inner City Soft Walking Track	37 th AY	\$15,030

Further authorizing the approval of this substantial amendment in the event that there are no unfavorable comments received from the public during the 30 day comment period of January 25, 2014 through February 24, 2014.

(AS AMENDED) (Approved by Finance Committee)

(Recess)

(Press Availability)

VII. FINAL READING OF ORDINANCES

3.

2014-O-004 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all of Block 1773, Eastern Division, located at 2900 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

2014-O-005 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2006-O-034 authorizing a Conditional Use Permit for a daycare on Lot 6, Block 1645, Eastern Division, located at 2716 Corpus Christi Street by changing permit holder; providing for publication and effective date.

2014-O-006 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 4, Block 1520, Eastern Division, located at 2507 E. Saunders Street; providing for publication and effective date.

2014-O-007 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.377 acre tract, as further described by metes and bounds in attached Exhibit "A", and located at 5510 U.S. Highway 59, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

2014-O-008 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 3 and 10, Block 1, Alexander Commercial Subdivision Phase I, located at 1713 E. Del Mar Blvd., Suite 2; providing for publication and effective date.

2014-O-009 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 31.53 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) and AG (Agricultural District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date.

2014-O-010 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-3 (Community Business District); providing for publication and effective date.

2014-O-011 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning a 0.4559 acre tract, as further described by metes and bounds in attached Exhibit "A", located at the southeast corner of Shiloh Drive and Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District); providing for publication and effective date.

2014-O-012 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on all of Blocks 1024 and 1025, Western Division, located at 4100 San Bernardo Ave., Suite E1, E2, and ½ of E3; providing for publication and effective date.

2014-O-013 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7, Block 214, Western Division, located on the 1220 San Agustin Avenue, from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date.

2014-O-014 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for auto sales on Lot 3 and part of Lot 6, Block 1774, Eastern Division, located at 2915 Blaine Street Rear; providing for publication and effective date.

2014-O-015 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street; providing for publication and effective date.

2014-O-016 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 10.22 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

2014-O-017 Authorizing the City Manager to execute a lease agreement between the City of Laredo, as LESSEE and Harmony Public Schools, a Texas Non-Profit Corporation, for an approximately 28,800 sq. ft., Building 1005 located at 4608 Daugherty Avenue and approximately 2,200 sq. ft. Building No.1006, Laredo, Texas located at 616 Leal St., as well as a portion of Block No.18 of the Laredo International Airport Subdivision Plat. The lease premises will be used for a public school. Lease term is for eleven (11) years commencing on February 01, 2014 and ending on June 30, 2025 with two (2) consecutive ten (10) year renewal options. The initial base rent is \$15,000.00 per month, to include Annual CPI Adjustments and Fair Market Appraisal at each ten (10) year Anniversary and providing rent abatement for certain improvements; providing for an effective date.

2014-O-018 Authorizing the City Manager to execute Supplemental Lease Agreement No. 4 to Lease No. GS-07B-15259 approved by Ordinance No. 2002-O-325 dated December 16, 2002, amended by Ordinance No. 2005-O-112 dated May 16, 2005, and further amended by Ordinance No. 2008-O-090 dated May 5, 2008, and further amended by Ordinance No. 2008-O-225 with General Services Administration for approximately 1,313 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. Said Supplemental Lease Agreement No.4 extends the lease term five (5) years until November 17, 2018, and 30-day termination rights. The monthly rent amount is \$4,001.18 and shall be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions of lease remain unchanged and in effect; providing for an effective date.

2014-O-019 Amending Ordinance 2012-O-060 by including newly created voting precincts; making a minor adjustment to the common boundary of Council Districts V and VII to follow property lines; updating the descriptions of the Council Districts and Voting Precincts accordingly; providing for publication; and providing of an effective date.

2014-O-020 Ratifying the execution of easement documents for the conveyance to Southwestern Bell Telephone Company a 25,063.50 sq. ft. easement lying wholly within the Laredo International Airport Terminal Subdivision Plat, City of Laredo, Texas as recorded in Volume 16, Pages 45 - 47, Webb County Plat Records; said easement being more particularly described by boundary survey and metes and bounds in attached Exhibit A. This easement tract is being requested for new communication lines to service the Fire Rescue Facility within the Municipal Airport and providing for effective date.

2014-O-021 Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2014 and terminating at 12:00 pm on February 3, 2019.
2. Annual duct fee shall be \$25,525.64 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a seven dollar and 67/100 (\$7.67) linear foot right-of-way fee, and will increase by five percent (5%) every year.

2014-O-022 Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and VTX Communications, L.L.C, a Texas Limited Liability Company, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2014 and terminating at 12:00 pm on February 3, 2019.
2. Annual duct fee shall be \$25,525.64 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a seven dollar and 67/100 (\$7.67) linear foot right-of-way fee, and will increase by five percent (5%) every year.

2014-O-023 Authorizing the City Manager to convey easements and right of way to AEP Texas Central Company located at, and to serve, the South Laredo Wastewater Treatment Plant, one (1) conveyance over a 0.8106 acre tract and one (1) conveyance over a 0.8464 acre tract as described in easement conveyance attached as Exhibit A; and providing for an effective date.

2014-O-024 Consideration to authorize the City Manager to enter into a lease agreement with Tesoro Medical Care, P.A., as Lessee and the City of Laredo, as Lessor for real property formerly known as the Santo Niño Library located at 2200 Zacatecas and consisting of approximately 49,968 square feet of total building space. Annual rent shall be deferred in the first year and, thereafter to be paid in monthly installments of \$19,124.00. Tesoro will be given rental credits for all of its out-of-pocket construction costs for mandatory repair and improvements to the premises. The premises are leased in "As Is" condition. The lease term is ten (10) years with two (2) consecutive five (5) year extensions at the option of the Lessee, providing for an effective date.

VIII. RESOLUTIONS

4. **2014-R-09** Authorizing the City Manager to submit a grant application in the amount of \$763,195.00 to fund the Laredo Police Department HIDTA Task Force and a grant in the amount of \$46,600.00 to fund the Rio Grande Valley Financial HIDTA Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2014 through December 31, 2014. **(Approved by Finance Committee)**

5. **2014-R-10** Authorizing the City Manager to submit a grant application in an estimated amount of \$100,000.00 to the Office of The Governor, Criminal Justice Department, for funding the 2015 Justice Assistance Grant (JAG) for the period of October 01, 2014 through September 30, 2015. This funding will provide overtime for the Anti-Gang Task Force which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and implementing a database. This grant will also be used to purchase equipment needed for the new task force's operations. **(Approved by Finance Committee)**

6. **2014-R-012** A resolution of the City of Laredo, Texas to award the purchase of a complete lighting system for Rangel Baseball Field to low bidder, Liteco Electric, Inc., Bellville, Texas for an amount of \$82,940.00 or to award to the second lowest bidder, Isaias Electric, Inc., Laredo, Texas in the amount of \$84,500.00 whereas determining that Isaias Electric, Inc., a local bidder, provides the best combination of contract price and additional economic development opportunities in accordance with Section 271.9051(b)(2) of the Texas Local Government Code. Funding is available in the Capital Improvement account.

IX. MOTIONS

7. Consideration to approve a one (1) year contract effective January 01, 2014 and ending on December 31, 2014, with International Business Advisors, L.L.C., (IBA) for professional representation services before any private individual, business group, trade association, including Municipal State and Federal in order to promote commercial and charter passenger and air cargo services, including Mexican Customs and other business activities as directed by City. The contract amount is sixty six thousand dollars (\$66,000.00) payable in monthly installments of \$5,500.00. Funding is available in the Airport Operations Fund. **(Approved by Finance**

Committee)

8. Consideration to award contract FY14-038 to the sole bidder, Industrial Disposal Supply, San Antonio, Texas in an amount up to \$75,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.
(Approved by Finance Committee)

9. Consideration to award a six-month (6) supply contract FY14-039 to the bidder meeting the published specifications Hollon Oil Company, Weslaco, Texas in an amount up to \$88,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget. **(Approved by Finance Committee)**

10. Consideration to authorize the purchase of one (1) hydraulic excavator from B-C Equipment Sales, Corpus Christi, Texas in the total amount of \$267,425.00 through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program's contract pricing. Funding is available in the 2013 Contractual Obligation bond proceeds fund.
(Approved by Finance Committee)

11. Consideration for approval of change order No. 6, a net increase in the amount of \$10,198.00 to the construction contract with Western Summit Contractors, Inc./McAllen Construction, Inc., a Joint Venture Contractor, Fort Worth, Texas, for El Pico Water Treatment Plant 20 MGD. This change order consists of additional circuits for the Water Cooler, changes to chemical system and chlorine alarm panels at the Chemical Building, changes to Clarifier Drive resets and equalization pump relay, modifications to the Administration Building flask washer, shower wall and fascia, modification to Belt Filter Press Wiring, Chlorine alarm panel, changes on overhead door conflict and belt filter press wiring at Sludge Dewatering, modification to Seepex pump wiring at Sludge Thickener, changes to Clearwell and High Service Pump Treatment facilities, modification to filtration system, and deletion of one (1) unit of front end loader from contract. An additional three (3) working days are also being added to the contract due to weather. The new contract amount is \$85,651,964.60 and total working days are six hundred fifty-five (655). Funding is available in 2010 Water Revenue Bond.

12. Authorizing the City Manager to approve change order No. 2, in the amount of \$41,165.36 to the construction contract with Mountain Cascade of Texas L.L.C., Mansfield, Texas for the 60 inch Transmission Main Project. This change order consists of three (3) items, which includes installing a filter fabric, additional surveying costs, and approving alternate detail for a decrease in cost. The contract time will be increased by fifteen (15) working days, with a new contract time of three hundred thirty (330) working days. The new contract amount is \$15,519,218.40. Funding is available in the 2012 Revenue Bond -60 inch Transmission Main. **(Approved by Finance Committee)**

X. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

13.

A. Request by Council Member Mike Garza

1. Appointment of committee members for a City-Wide effort to address homelessness specifically, children.

B. Request by Mayor Pro-Tempore Esteban Rangel

1. Presentation by representatives of the “The Peaceful Solution-Laredo Branch” regarding their efforts in teaching character education to students in our local schools.

C. Request by Council Member Roque Vela, Jr.

1. Discussion with possible action approving the third edition of the Laredo Protocol Handbook by Senator Judith Zaffirini. **(Co-Sponsored by Mayor Raul G. Salinas and Council Member Cynthia Liendo)**

D. Request by Council Member Jorge A. Vera

1. Recognition of the John B. Alexander High School Cheerleaders for outperforming all other teams from across the country to win the 2014 NCA High School National Championship title in Dallas, Texas.
2. Status report on the drafting of a proposed ordinance to regulate the possession and sale of specific synthetic compounds, commonly disguised as bath salts, spice, k2 and salvia, not yet classified as controlled substances by the Texas Controlled Substances Act, but that

continue to pose a health and safety threat to the youth of our community.

XI. STAFF REPORTS

14. Presentation by Civitas Capital Group regarding the EB-5 Regional Center website and media plans in promoting Laredo as a viable community to foreign investors.

XII. 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.

XIII. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, January 29, 2014 at 6:15 p.m.

Gustavo Guevara, Jr.
City Secretary

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Laredo Eastern Division, LLC.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-004 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all of Block 1773, Eastern Division, located at 2900 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Esteban Rangel at the regular meeting of January 21, 2014.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Emergency clinic

Site: The site is currently vacant and undeveloped.

Surrounding land uses: North of the site are multi-family residential, Salon nails, Cricket, single-family residential, Matheson Tri-Gas, Perez Garage Auto Machine Shop and manufactured homes. East of the site are vacant land, single-family residences and vacant commercial structures. South of the site are manufactured homes and single-family residences. West of the site are single-family residences, manufactured homes, multi-family residential and commercial uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway.

Letters sent to surrounding property owners: 29 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The request is in conformance with the Comprehensive Plan's designation for the area as Light Commercial. The proposed use emergency clinic is allowed in a less intense B-3 district that is compatible with the existing zones and uses in the area.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the established land use pattern is primarily residential.

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

No, this area has B-3 districts.

Will change adversely influence living conditions in the neighborhood?

No, there are similar uses in the area.

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

No, the existing zone only allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

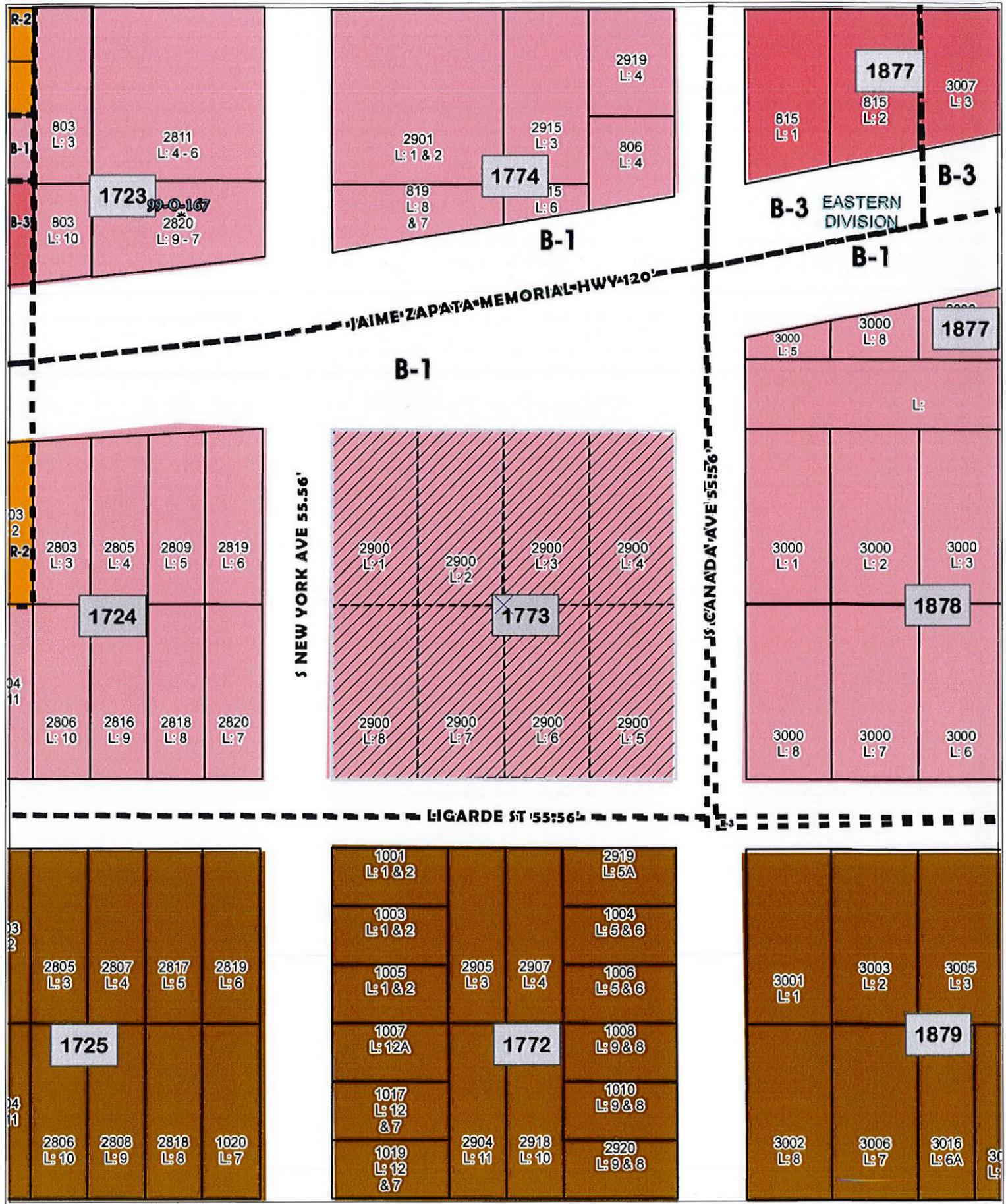
N/A

Attachments

Pictures, exhibits and maps

Ordinance

REZONE FROM (LIMITED COMMERCIAL DISTRICT)
 TO B4 (HIGHWAY COMMERCIAL DISTRICT)



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

ZONING MAP

ZC-03-2014
2900 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-03-2014
2900 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ORDINANCE NO. 2014-O-004

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING ALL OF BLOCK 1773, EASTERN DIVISION, LOCATED AT 2900 JAIME ZAPATA MEMORIAL HIGHWAY, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of all of Block 1773, Eastern Division, located at 2900 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 21, 2013, 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 January 21, 2014, 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 All of Block 1773, Eastern Division, located at 2900 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Rachel Vurbeff and Theodore Vurbeff

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-005 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2006-O-034 authorizing a Conditional Use Permit for a daycare on Lot 6, Block 1645, Eastern Division, located at 2716 Corpus Christi Street by changing permit holder; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez at the regular meeting of January 21, 2014.

BACKGROUND

Council District: III – The Honorable Alejandro “Alex” Perez, Jr.

Proposed use: daycare

Site: vacant commercial building

Surrounding land uses: The land south of the site includes single-family residences, manufactured housing, some apartments, South Texas Auto Rebuilders, and Pat’s Hair Salon. West of the site includes single-family residences. To the north of the site are single-family residences and Diana’s Hair Salon. East of the site consists of more single-family residences, apartments, manufactured homes, Murillo Tire Repair, a hair salon, and a vacant lot. The Texas Department of Human Services and the Texas Department of Protective and Regulatory Services is located northwest of the site.

Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Corpus Christi Street at this location.

Letters sent to surrounding property owners: 18 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits daycares in zones A-E, CBD, B-1, B-3, B-4, M-2 and MXD. This property is currently zoned R-1. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use

Permit Application Submittal Criteria states that “Applications for properties currently zoned, R-

1, R- 2, R-3, or R-O may only seek conditional use status for those uses permitted by zones R-3, R-O, or B-1 of higher intensity.”

Staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to the Mr. & Mrs. Robert Johnson and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit “A”, which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. Signage will be limited to a maximum of twelve (12) square feet.
7. A seven (7) foot opaque fence will be erected adjacent to residential uses.
8. Parking shall comply with the Laredo Land Development Code at all times.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the conditional use permit.

STAFF RECOMMENDATION

Staff supports the proposed conditional use permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, exhibits and pictures

ORDINANCE NO. 2014-O-005

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE NO. 2006-O-034 AUTHORIZING A CONDITIONAL USE PERMIT FOR A DAYCARE ON LOT 6, BLOCK 1645, EASTERN DIVISION, LOCATED AT 2716 CORPUS CHRISTI STREET BY CHANGING PERMIT HOLDER; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a daycare on Lot 6, Block 1645, Eastern Division, located at 2716 Corpus Christi Street by changing permit holder; 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 November 21, 2013; 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 January 21, 2014, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a daycare on Lot 6, Block 1645, Eastern Division, located at 2716 Corpus Christi Street by changing permit holder.

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

1. The Conditional Use Permit shall be issued to the Mr. & Mrs. Robert Johnson and is non-transferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.

3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. Signage will be limited to a maximum of twelve (12) square feet.
7. A seven (7) foot opaque fence will be erected adjacent to residential uses.
8. Parking shall comply with the Laredo Land Development Code at all times.

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 _____, 2014.

RAUL G. SALINAS
MAYOR

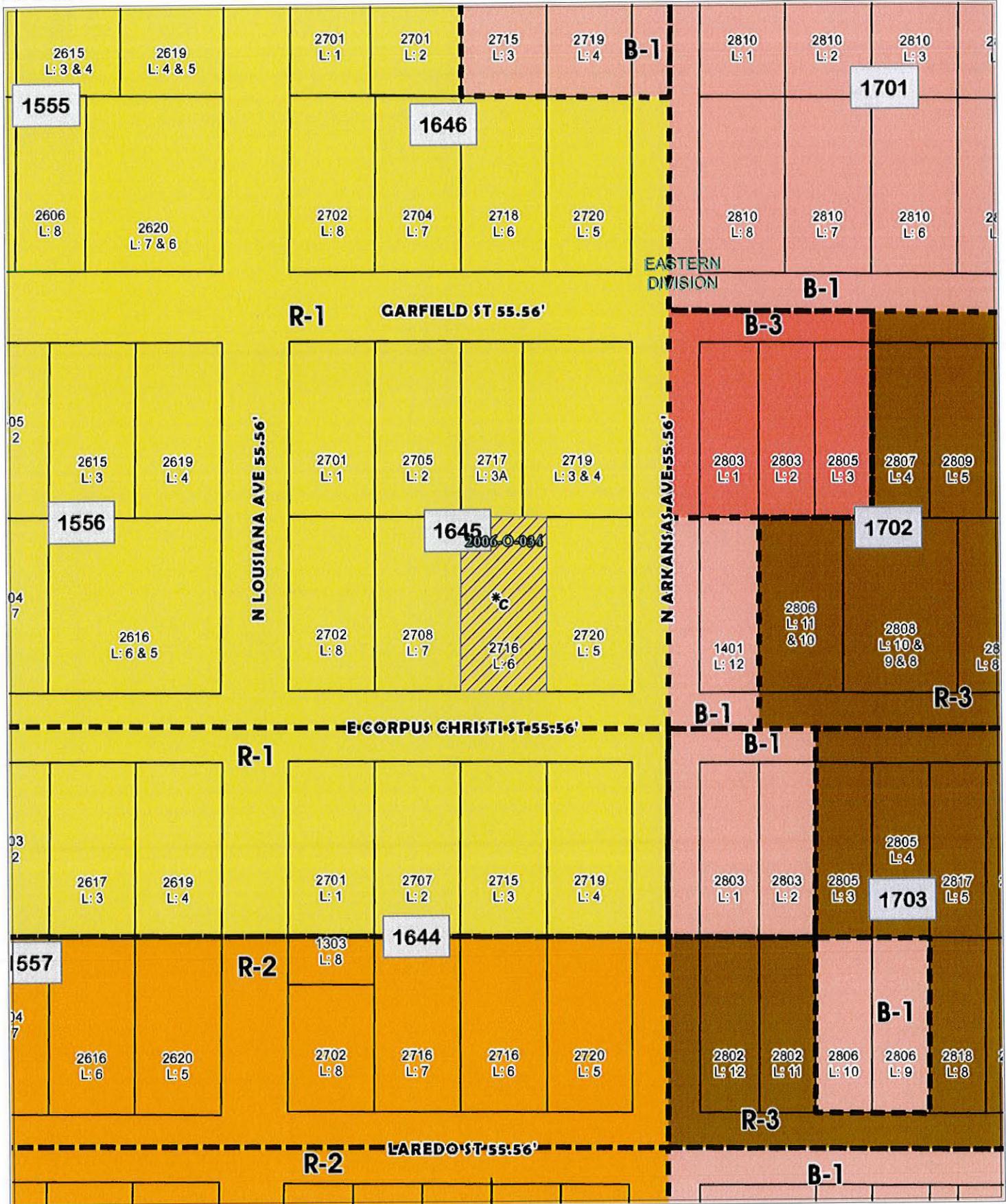
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

AMENDMENT
OF CUP (CONDITIONAL USE PERMIT)



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

Oct 2, 2013 -

I Rachel Vurbeyff / Ted Vurbeyff owners of 2716 Corpus Christi, Laredo TX, would like to do an amendment with our C.U.P. of this property. The property will stay the same as a business being a childrens Daycare but, would like to pass it to MR. + MRS. Robert Johnson. MR. + MRS. Johnson are aware of the C.U.P. rules and agree to keep the business as a childrens Daycare. My husband and I are willing to sell our property (2716 Corpus Christi) to the Johnsons and pass our C.U.P. to them.

Thank You,
Rachel Vurbeyff /
Ted

69.44

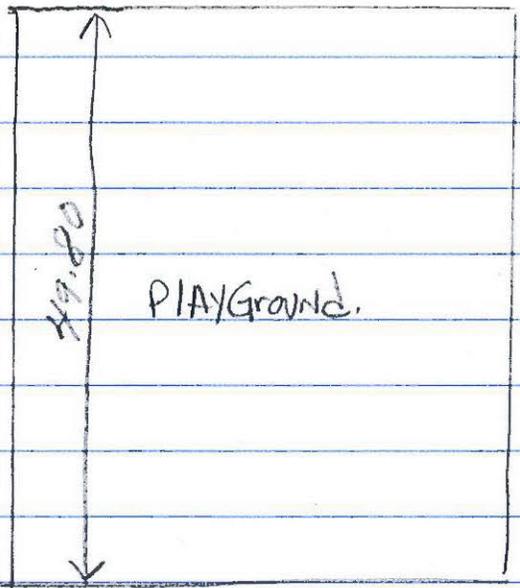
8.0

Existing Building

7.0

46.10

14.95



EXISTING BUILDINGS

39.80

23.25

14.75

PLAYGROUND

19.

26.0

Property Line 138.89

Property Line 138.89



10.10

22.30

10.10

23.29

33.0

10.30
CARPORT

28.30

Existing Building

18.87

22.70
porch

24.0

29.35

PARKING LOT

25

69.44

Curbs gutter

Lot 6 Block 1645

CORPUS christi st.

2716 Corpus christi

AMENDMENT OF CUP (CONDITIONAL USE PERMIT)



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

AERIAL MAP

1 inch = 100 feet
Date: 10/23/2013

ZC-02-2014
2716 EAST CORPUS CHRISTI STREET
PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT) AMENDMENT



ZC-02-2014

2716 EAST CORPUS CHRISTI STREET

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT) AMENDMENT



ZC-02-2014

2716 EAST CORPUS CHRISTI STREET

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT) AMENDMENT



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jose Gonzalo Ramirez

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-006 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 4, Block 1520, Eastern Division, located at 2507 E. Saunders Street; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at the regular meeting of January 21, 2014.

BACKGROUND

BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Tacos Ravi.

Surrounding land uses: West of the site are Motel 9, Royal Laser Wash and Sames Dealership. To the north is Big Lots, HEB, vacant land and the U.S. Post Office. To the east are Saunders Plaza, Pizza Hut and Whataburger. South of the site are Safari Restaurant, Pet Salon, Las Flores Adult Day Care, Las Plazas Commercial and multi-family residential.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Saunders Street as a Major Arterial.

Letters sent to surrounding property owners: 16 In Favor: 0 Opposed: 0

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Jose Gonzalo Ramirez, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Provide a "Not An Exit" sign at driveway along Saunders Street.
16. Place handicap ramps in compliance with ADA for sidewalks along Saunders Street.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff supports the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Map, exhibits and pictures

ORDINANCE NO. 2014-O-006

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 4, BLOCK 1520, EASTERN DIVISION, LOCATED AT 2507 E. SAUNDERS STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 4, Block 1520, Eastern Division, located at 2507 E. Saunders Street, has requested a Special Use Permit for a restaurant selling alcohol; 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 November 21, 2013; and,

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

WHEREAS, notice of the 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 January 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 4, Block 1520, Eastern Division, located at 2507 E. Saunders Street.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Jose Gonzalo Ramirez, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Provide a "Not An Exit" sign at driveway along Saunders Street.
16. Place handicap ramps in compliance with ADA for sidewalks along Saunders Street.

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.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

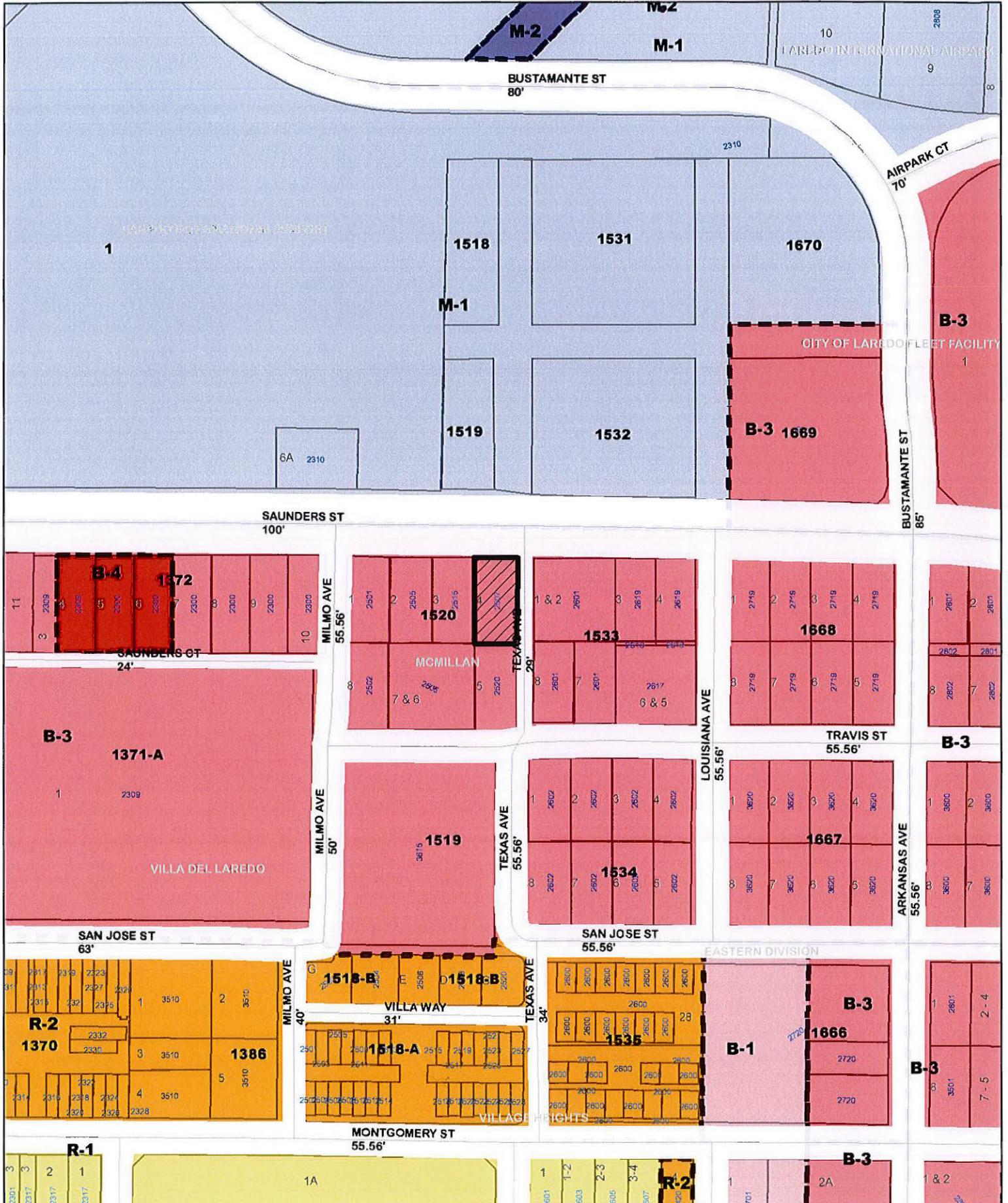
 RAUL G. SALINAS
 MAYOR

ATTEST:

 GUSTAVO GUEVARA, JR.
 CITY SECRETARY

APPROVED AS TO FORM:
 RAUL CASSO, CITY ATTORNEY

 KRISTINA K. LAUREL HALE
 ASSISTANT CITY ATTORNEY



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

Zoning Map

1 inch = 208 feet

* DETAILED NARRATIVE DESCRIBING PROPOSED USE *

Atte: Mrs. Alejandrina Sanchez
Planning Department

LOT 4, Block 1520 of the City of Laredo Eastern Division: Located at 2705 East Saunders St. Laredo, TX 78041.

This property was built in 2007 as a Full Service Restaurant. It was recently acquired on June 18, 2013 by Mr. Jose Gonzalo Ramirez owner of Taquitos Ravi Restaurant in Laredo for the propose of a Full Service Restaurant., to sell Wine and Beer (alcohol). This new location will remain the same in structure and layout. Proposed number of full time employees 10. Proposed hours of operations will be Monday through Friday from 11:00 am to 11:00 pm, Saturday and Sunday from 12:00 pm to 11:00 pm. This location will close on specific Holidays (New Years, Thanksgiving, and Christmas Day).

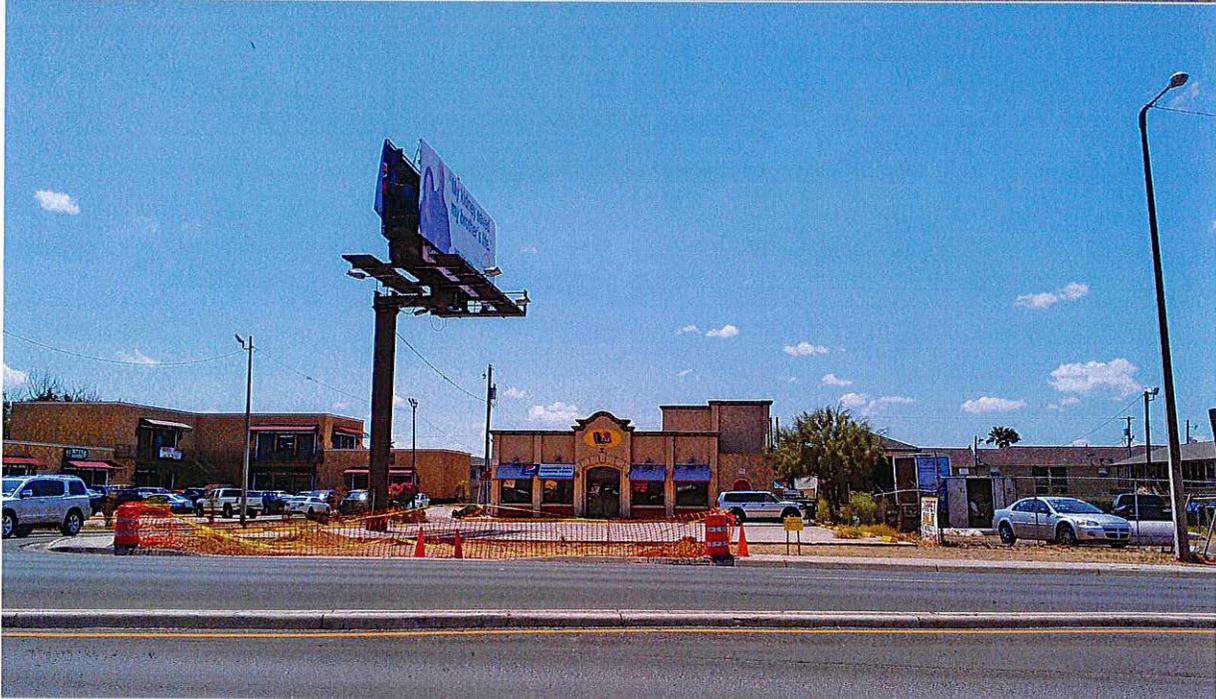
Respectfully,



Jose Gonzalo Ramirez, Owner
Taquitos Ravi Restaurant
956-285-8503

Exhibit B

ZC - 64 - 2013
2507 EAST SAUNDERS STREET
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC - 64 - 2013
2507 EAST SAUNDERS STREET
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC - 64 - 2013
2507 EAST SAUNDERS STREET
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC - 64 - 2013
2507 EAST SAUNDERS STREET
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Laredo Virgo LTD, Alberto Garcia, Owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-007 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.377 acre tract, as further described by metes and bounds in attached Exhibit "A", and located at 5510 U.S. Highway 59, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela Jr. at the regular Council meeting of January 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela Jr.

Proposed use: Commercial

Site: The site currently includes both cleared and raw vacant land.

Surrounding land uses: West of the property is Titan Vac and Flow. Abutting the property to the west and north is Ultra Well, Inc., and to the east is Jet Auto Body. East of the property is Clay's Wholesale. South of the property across US Highway 59 are Maldonado Fine Furniture, Empire Truck Lines, Corona Quality Motors, one single family residence and ACT Pipe and Supply.

Comprehensive Plan: The Future Land Use Map recognizes this site as Light Commercial, surrounded by Heavy Commercial, and Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 59 as an Expressway.

Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location. The B-4 (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal arterials and expressways/freeways. The proposed zone change is located along US Highway 59.

Staff supports the proposed zone change for the following reasons:

1. The site meets the minimum lot size of 10,000 square feet required for a B-4 zone.
2. The site complies with the purpose of a B-4 zoning location.
3. The proposed zoning is consistent with the City's Comprehensive Plan future land use designation as heavy and light commercial.

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. US Highway 59 is a commercial corridor.

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

No, there are existing B-4 districts abutting this property to the west, north and east. South across US Hwy 59 there are M-1 and B-3 districts.

Will change adversely influence living conditions in the neighborhood?

No, the area is already a heavy commercial corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

No. The existing B-3 (Community Business District) allows for commercial uses. However, the B-4 allows for more intense B-4 uses, which are appropriate for this location (along Expressway and near intersection of two Expressways, US Hwy 59 and Bob Bullock Loop).

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ordinance No. 2014-O-007

Exhibit A

Zoning Map

Aerial Map

Color Pictures

ORDINANCE NO. 2014-O-007

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.377 ACRE TRACT, AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", LOCATED AT 5510 US HIGHWAY 59, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of 1.377 acre tract, as further described by metes and bounds in attached Exhibit "A", located at 5510 US Highway 59, from B-3 (Community Business 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 November 21, 2013; 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 January 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, 1.377 acre tract, as further described by metes and bounds in attached Exhibit "A", located at 5510 US Highway 59, from B-3 (Community Business 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 _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

EXHIBIT "A" TO WARRANTY DEED WITH VENDOR'S LIEN EXECUTED
BY ALFREDO R. GONZALEZ, ET AL TO LAREDO VIRGO, LTD.

SANCHEZ ENGINEERING, INC.

P.O. BOX 2654
LAREDO, TEXAS 78044

PHONE: (956) 722-5578 FAX: (956) 727-0400 E-MAIL: sanchezengineering@att.net

1.377 ACRES OUT OF PORCION 28

A 1.377 Acre tract of land, more or less, out of Porcion 28, Abstract 241, Eugenio Martinez, Original Grantee, situated in Webb County, Texas, and being out of a 5.795 acre tract of land conveyed to Alfredo Gonzalez and wife, Rosa P. Gonzalez, by deed dated June 17, 1966, recorded in volume 396, page 477, of the Webb County Deed Records; said 1.377 acre tract of land is also the remainder of the 5.795 acre tract after part of that tract (4.4193 acres) was platted as M. Quintanilla Plat in volume 11, page 31, of the Webb County Plat Records, and is herein more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch diameter steel rod found being the southeast corner of the original 5.795 acre tract and southwest corner of a 1.7682 acre tract described in volume 676, page 755, and also in volume 298, pages 157-162, of the Webb County Deed Records, for the PLACE OF BEGINNING and southeast corner hereof;

THENCE, North 87°27' 00" West, with the north right of way of U.S. Highway No. 59 (Saunders St.) and south line of the original 5.795 acre tract and the herein described 1.377 acre tract, a distance of 200.00 ft. to a 1/2 inch diameter steel rod set, for the southwest corner hereof;

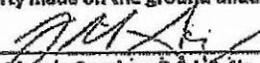
THENCE, North 02°33' 00" East, with the east line of the aforementioned M. Quintanilla Plat (4.4193 Acres), being the west line hereof, a distance of 300.00 ft. to a 1/2 inch diameter steel rod found, for the northwest corner hereof;

THENCE, South 87°27' 00" East, with the upper southerly line of said M. Quintanilla Plat, being the northerly line hereof, at 199.60 ft. pass fence line and a total distance of 200.00 ft. to a point, for the northeast corner hereof;

THENCE, South 02°33' 00" West, generally with fence along the west line of the aforementioned 1.7682 acre tract, being the east line hereof, a distance of 300.00 ft. to the PLACE OF BEGINNING AND CONTAINING within these metes and bounds 1.377 acres of land, more or less.

Bearing basis: U.S. Highway No. 59 (Saunders St.) right of way line per M. Quintanilla Plat (4.4193 acres) N 87°27' 00" W.

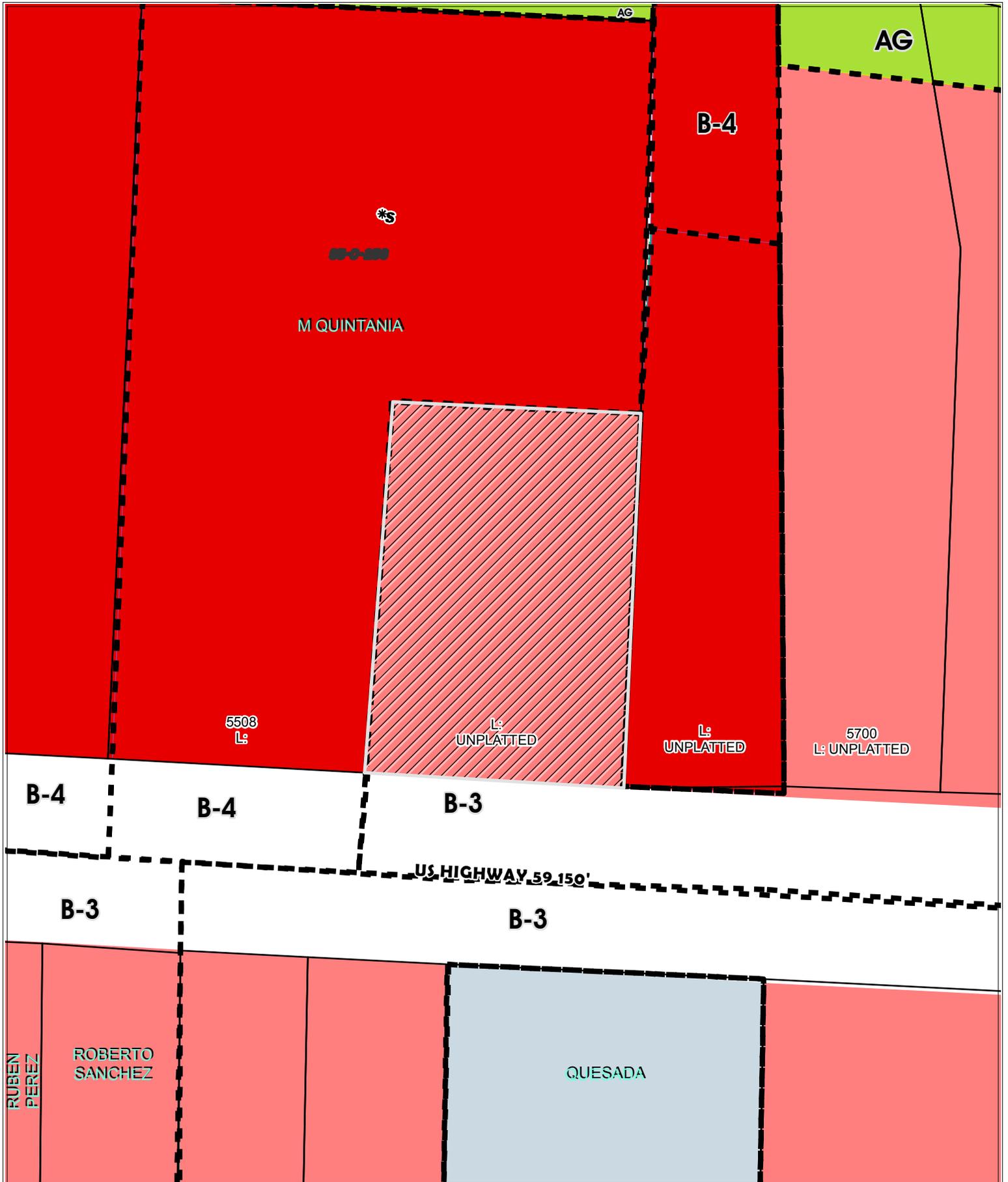
I hereby certify that these field notes are true and correct and were prepared from an actual survey of the property made on the ground under my supervision this 3rd day of April, 2012.

Signed: 
J. Ricardo Sanchez, R.P.L.S. No. 4232

Survey plat attached:



REZONE FROM B3 (GENERAL BUSINESS DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT)



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

REZONE FROM B3 (GENERAL BUSINESS DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT)



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

AERIAL MAP

1 inch = 100 feet
Date: 10/24/2013

ZC-06-2014
5510 U.S. HIGHWAY 59
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-06-2014
5510 U.S. HIGHWAY 59
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-06-2014
5510 U.S. HIGHWAY 59
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Bhagwan Samtani and Minali Samtani, Owners and Efren Moreno, Lessee

Staff Source: Nathan R. Bratton

SUBJECT

2014-O-008 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 3 and 10, Block 1, Alexander Commercial Subdivision Phase I, located at 1713 E. Del Mar Blvd., Suite 2; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela Jr.

Proposed use: Restaurant selling alcohol

Site: The site is occupied by City Walk Commercial buildings, which includes Building A, and Building B.

Surrounding land uses: North of the site, across Del Mar Blvd., is Plantation Residential Subdivision. Building A, includes, La Finca Restaurant, Akido, Turning Point Dance Studio, Scratch Sandwich Co., and Be Me. Building B, includes, Laredo Chi Academy Beauty School. East of the site abutting the property is a vacant lot. South of the property is a vacant lot, Lago del Mar Apartments, Precious Treasures and Mundo Montessori. West of the property is Times Square Commercial Plaza, which includes Bay Area Digital, Mortgage Company, All State Insurance, Sara, and other commercial Suites.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Major Arterial.

Letters sent to surrounding property owners: 56 In Favor: 2 Opposed: 2

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:

The P & Z Commission, in a 9 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff supports the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of the special use permit at this location. The proposed use is compatible with the surrounding zones in the area and is in conformance with the Comprehensive Plan's designation for the area as Light Commercial.

Staff suggests the following conditions:

1. The Special Use Permit is issued to Bhagwan Samtani and Minali Samtani, and Efren Moreno, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. Owner shall maintain the existing 10' wide concrete walkway, to connect Building A and Building B on Lots 3 and 10, as a pedestrian walkway and not as a drive, and add proper signage as required in compliance with City's Sign Ordinance.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ordinance No. 2014-O-008

Exhibits A & B

Zoning Map

Aerial Map

Color Pictures

ORDINANCE NO. 2014-O-008

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 3 AND 10, BLOCK 1, ALEXANDER COMMERCIAL SUBDIVISION PHASE I, LOCATED AT 1713 E. DEL MAR BOULEVARD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 3 and 10, Block 1, Alexander Commercial Subdivision Phase I, located at 1713 E. Del Mar Boulevard, has requested a Special Use Permit for a restaurant selling alcohol; 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 November 21, 2013; and,

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

WHEREAS, notice of the 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 January 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 3 and 10, Block 1, Alexander Commercial Subdivision Phase I, located at 1713 E. Del Mar Boulevard.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Bhagwan Samtani and Minali Samtani, and Efren Moreno, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. Owner shall maintain the existing 10' wide concrete walkway, to connect Building A and Building B on Lots 3 and 10, as a pedestrian walkway and not as a drive, and add proper signage as required in compliance with City's Sign Ordinance.

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.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

 RAUL G. SALINAS
 MAYOR

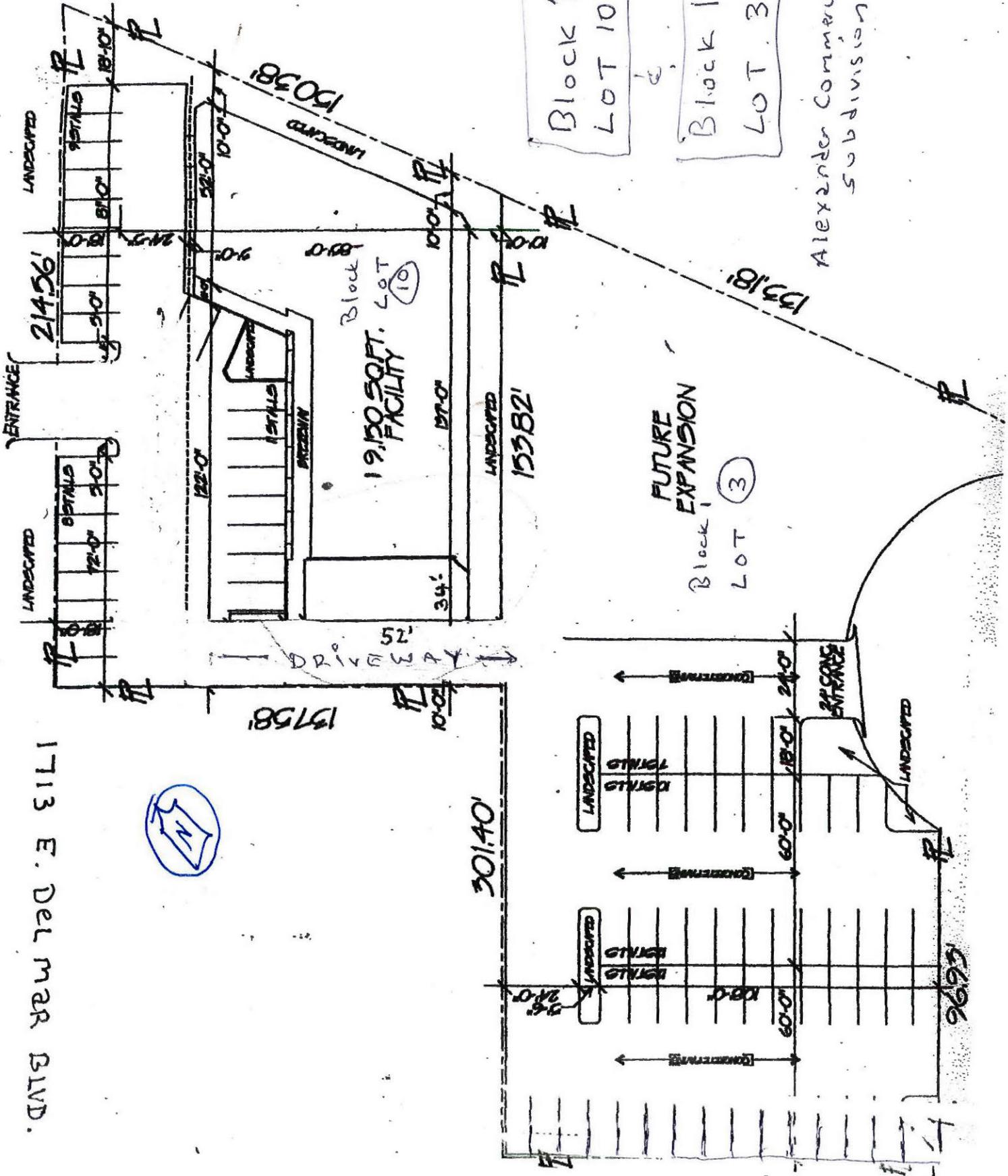
ATTEST:

 GUSTAVO GUEVARA, JR.
 CITY SECRETARY

APPROVED AS TO FORM:
 RAUL CASSO
 CITY ATTORNEY

 KRISTINA K. LAUREL HALE
 ASSISTANT CITY ATTORNEY

1713 E. DEL MAR BLVD.



Block 1
LOT 10

Block 1
LOT 3

Alexander Commercial
Subdivision

FUTURE
EXPANSION

Block 1
LOT 3

EXHIBIT A

SAMTANI DEVELOPMENT

NEW YORK NEW YORK II

PROJECT:

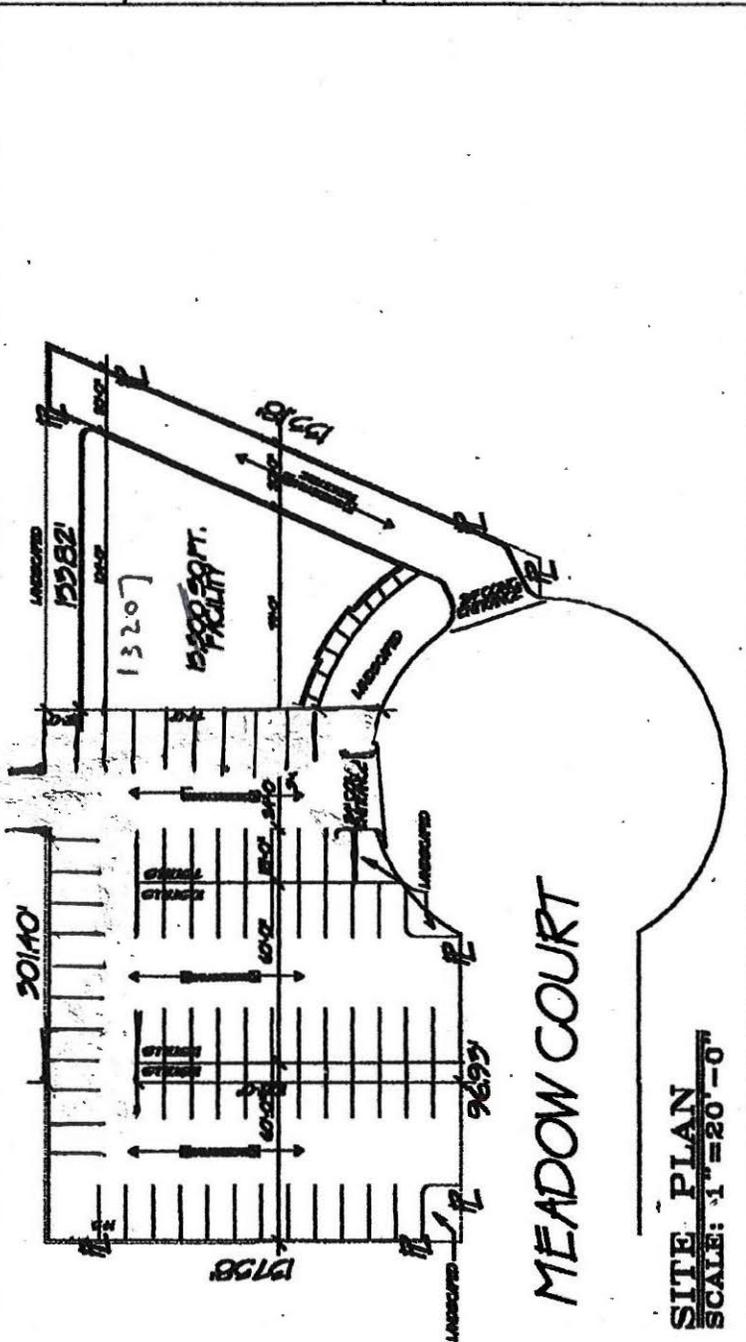
DATE: 08/28/08
DRAWN: SP-2

SP-2

SCALE: 1"=20'-0"

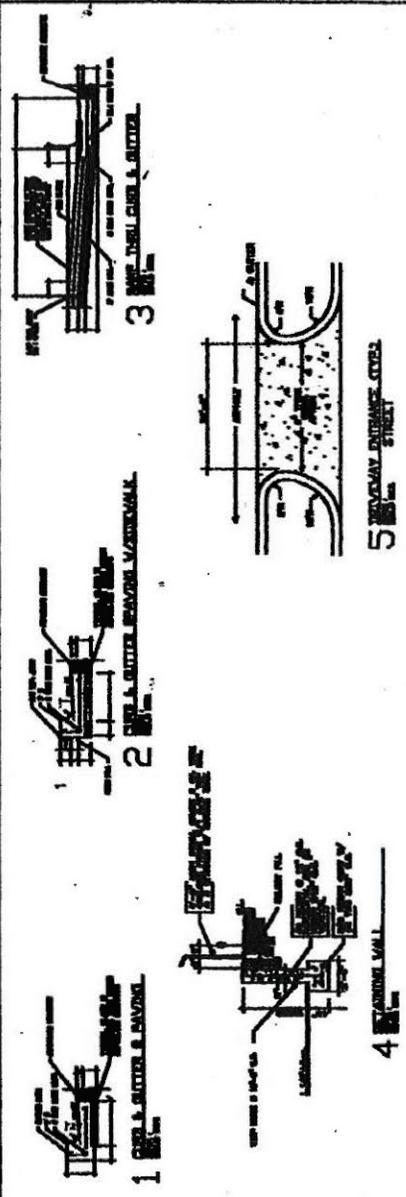
SITE PLAN

DWG:



SAMTANI DEVELOPMENT

LOT 3 BLOCK 1
LAREDO, TEXAS
WEBB COUNTY



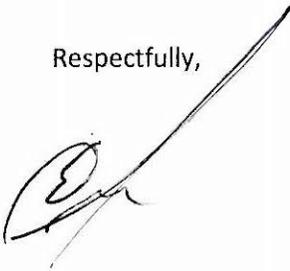
1710 Perimeter Meadow
1713 & Del Mar
31 spaces

10-23-2013

Details Narrative – Scratch Sandwich Company

Scratch Sandwich Company is a new take on the deli concept for Laredo. Our objective is to provide good quality food using the freshest ingredients possible in a welcoming environment. The menu is comprised of gourmet sandwiches, salads, wraps, and soups that will adapt with the seasons to ensure that the product being used is at the peak of its freshness. The beer and wine license will be primarily used to pair with the restaurant's food items and offer guests an alternative to the current beverage program. The hours of operation will be Monday – Sunday from 11:00am – 12:00pm. Staff will be comprised of 2 upper management positions, Efren Moreno- General Manager/Owner, and Jose Cavasos- Head Chef, and two 6 member full and part time shifts to fill various kitchen positions. We intend on using the beer and wine permit to add new and creative ways to boost our business but always maintaining that the main focus is always on the food.

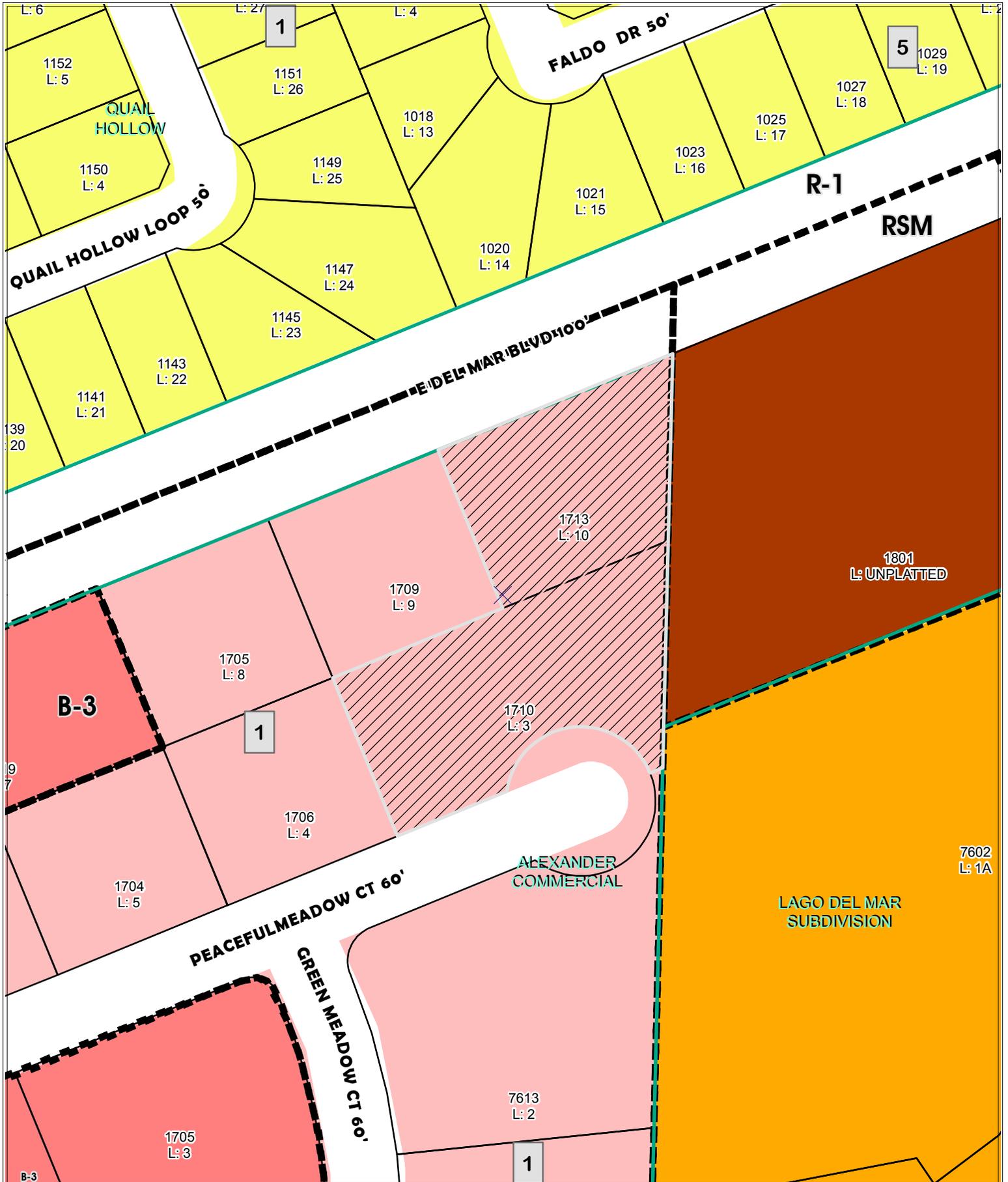
Respectfully,

A handwritten signature in black ink, appearing to read 'Efrén', with a long, sweeping horizontal stroke extending to the right.

Efren Moreno

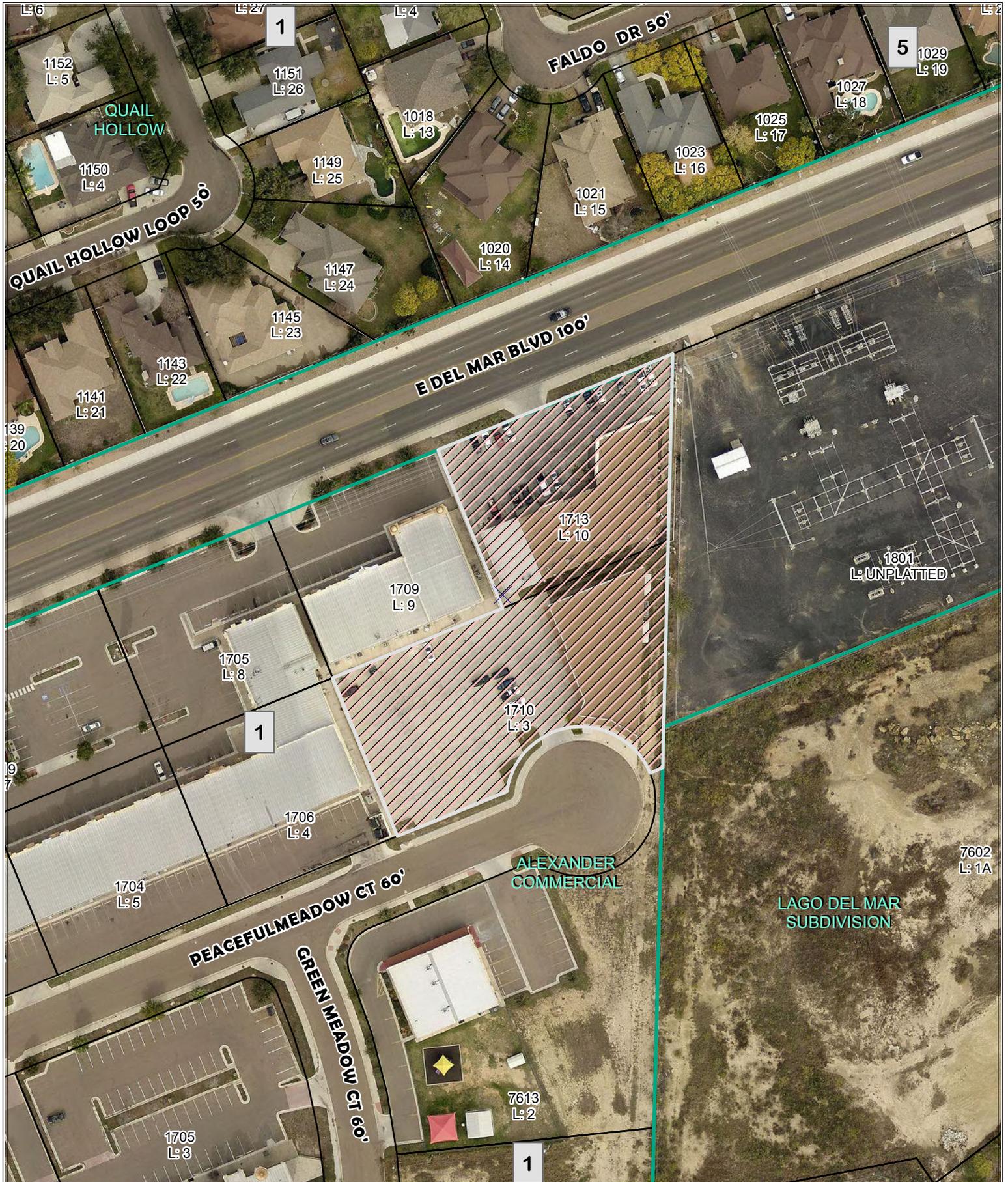
EXHIBIT B

APPLICATION OF SUP (SPECIAL USE PERMIT)



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

APPLICATION
OF SUP (SPECIAL USE PERMIT)



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

AERIAL MAP

1 inch = 100 feet
Date: 10/25/2013

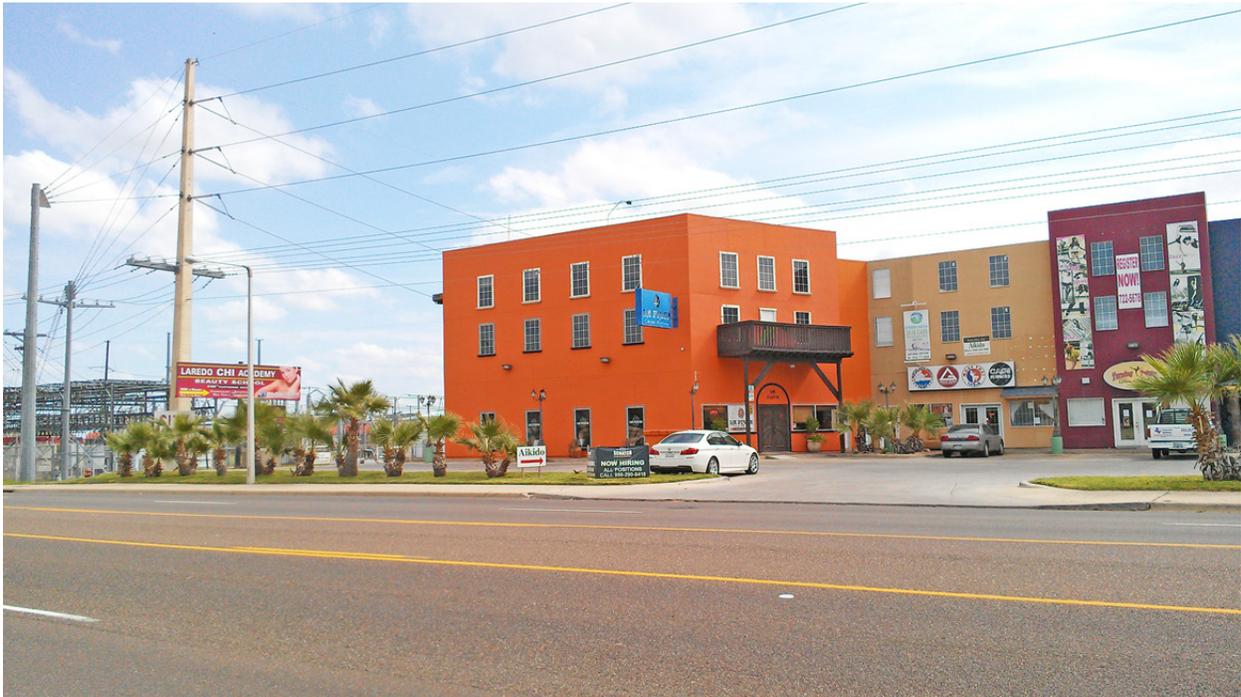
ZC-07-2014
1713 EAST DEL MAR BOULEVARD
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC-07-2014
1713 EAST DEL MAR BOULEVARD
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC-07-2014
1713 EAST DEL MAR BOULEVARD
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: KRK, Ltd.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-009 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 31.53 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) and AG (Agricultural District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela, Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: The site is currently vacant and undeveloped.

Surrounding land uses: North of the site are vacant land and single-family residences (Lakeside Subdivision). East of the site is vacant land. South of the site are vacant land and the UISD Central Kitchen. West of the site are Toyota dealer, Chrysler Dodge Jeep Ram dealer, Texas Community Bank and vacant land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway.

Letters sent to surrounding property owners: 51 In Favor: 0 Opposed: 1

STAFF COMMENTS

The proposed zone change is appropriate at this location. The request is in conformance with the Comprehensive Plan's designation for the area as Low Density

Residential. The proposed R-1A district is compatible with the existing zones and uses in the area.

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No, the established land use pattern is vacant and low density residential in this area.

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

No, there are adjacent R-1 districts to the east and west of the property.

Will change adversely influence living conditions in the neighborhood?

No, the uses allowed in an R-1A district are very similar to those allowed in an R-1 district.

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

Yes, the AG district only allows for agricultural type uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, exhibits and pictures

ORDINANCE NO. 2014-O-009

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 31.53 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT “A”, LOCATED ON THE 6300 BLOCK AREA OF BOB BULLOCK LOOP, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE-FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 31.53 acres as further described by metes and bounds in attached Exhibit “A”, located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) and AG (Agricultural District) to R-1A (Single-Family Reduced Area 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 November 21, 2013, 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 January 21, 2014, 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 31.53 acres as further described by metes and bounds in attached Exhibit “A”, located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) and AG (Agricultural District) to R-1A (Single-Family Reduced Area 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 _____, 2014.

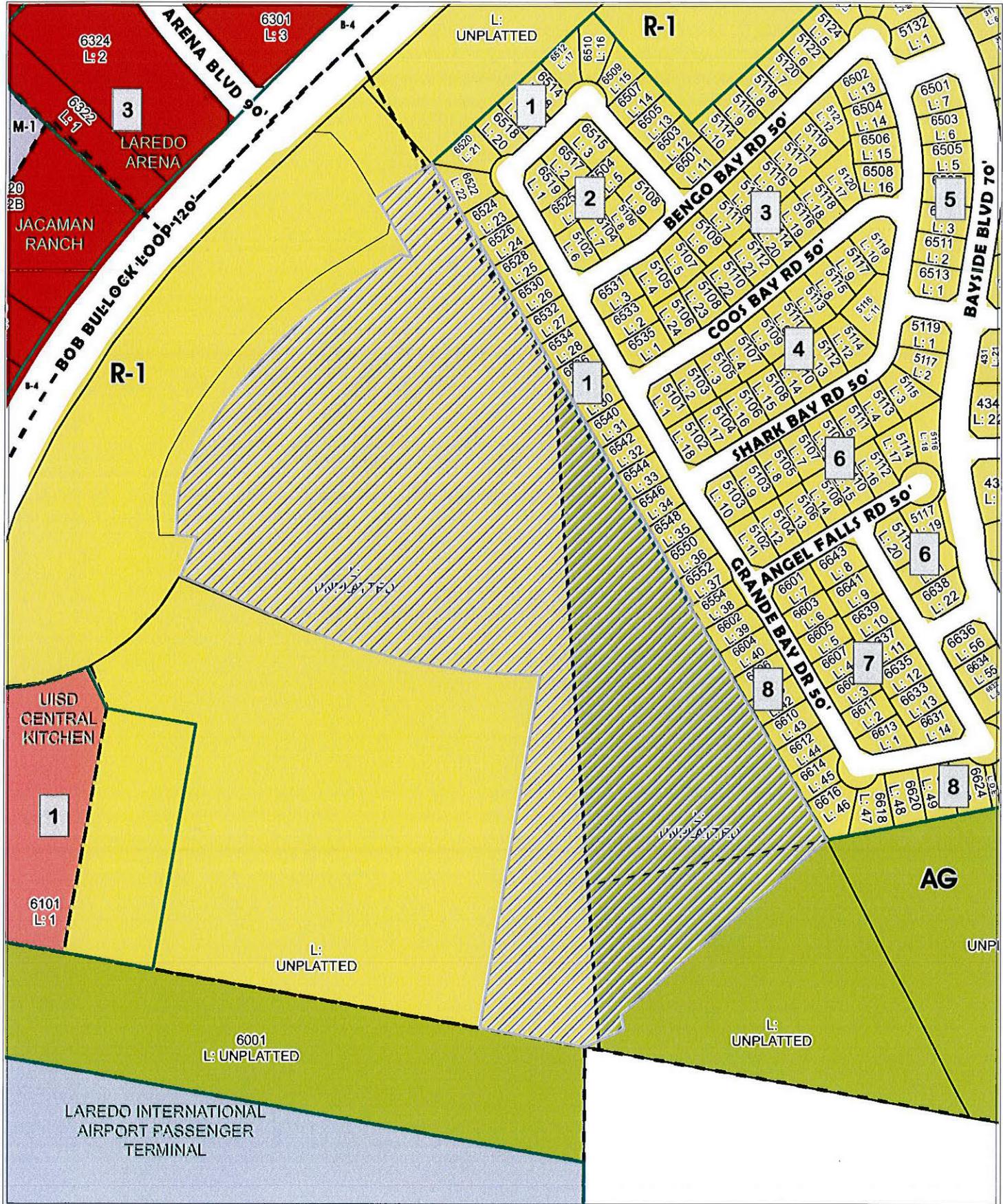
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



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



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

***METES AND BOUNDS DESCRIPTION
31.53 ACRE TRACT
SURVEY 1022 ~ ABSTRACT 654
WEBB COUNTY, TEXAS***

A tract of land containing 31.53 acres of land, more or less, situated in Survey 1022, Abstract 654, R.S. Rimsey, Original Grantee, same being out of a called 53.83333 acre tract as conveyed to KCOM Managers, LLC, dated July 01, 2013, Volume 3461, Pages 275-281, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

BEGINNING, at a found 1/2 inch iron rod in concrete at the southwest corner of Lot 46, Block 8 as recorded in Lakeside Subdivision Phase 14, Volume 25, Page 122, Webb County Map Records;

THENCE, S 50°12'34" W, a distance of 647.26 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 09°06'59" E, a distance of 35.80 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 67°03'21" W, a distance of 106.25 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, N 79°56'11" W, a distance of 257.76 feet along the common line of the United States of America 10 acre tract as recorded in Volume 1350, Pages 142-143, Webb County Real Property Records, to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 10°02'14" E, leaving said common property line a distance of 849.47 feet to a set 1/2 inch iron rod, an interior corner and non-tangent point of curvature to the right;

THENCE, along said curve to the right with a radius of 1580.00, a delta of 22°44'02", a chord and chord bearing of 622.81 feet and N 78°19'47" W a distance of 626.91 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 66°57'46" W, a distance of 282.76 feet to a found 1/2 inch iron rod, an exterior corner of the herein described tract;

THENCE, N 23°02'14" E, a distance of 98.48 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the left;

THENCE, along said curve to the left with a radius 375.00 feet, a delta of 07°31'00", a chord and chord bearing of 49.16 feet and S 84°19'26" E a distance of 49.20 feet to a set 1/2 inch iron rod, a non-tangent point;

THENCE, N 01°55'04" E, a distance of 73.67 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right with a radius of 225.00 feet, a delta of 25°40'23", a chord and chord bearing of 99.98 feet and N 13°58'26" E a distance of 100.82 feet to a set 1/2 inch iron rod, a point of continuous curvature to the right;



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

THENCE, along said curve to right with a radius of 1,114.00, a delta of 27°07'05", a chord and chord bearing of 522.35 feet and N 40°22'10" E a distance of 527.26 feet to a set 1/2 inch iron rod, a point of continuous curvature to the right;

THENCE, along said curve to the right with a radius of 475.00 feet, a delta of 05°07'05", a chord and chord bearing of 43.46 feet and N 56°33'03" E a distance of 43.48 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 59°10'22" E, a distance of 155.67 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 75°49'38" E, a distance of 28.28 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, N 30°49'38" W, a distance of 157.61 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 59°10'22" E, a distance of 159.00 feet to a set 1/2 inch iron rod, the most northerly corner of the herein described tract;

THENCE, S 30°49'38" E, a distance of 1,868.92 feet along the common property line of Lakeside Subdivision Phase 9 as recorded in Volume 23, Pages 33-34, Webb County Map Records and Lakeside Subdivision Phase 14 as recorded in Volume 25, Page 112, Webb County Map Records to return to and close at the **POINT OF BEGINNING**, containing 31.53 acres of land.

Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

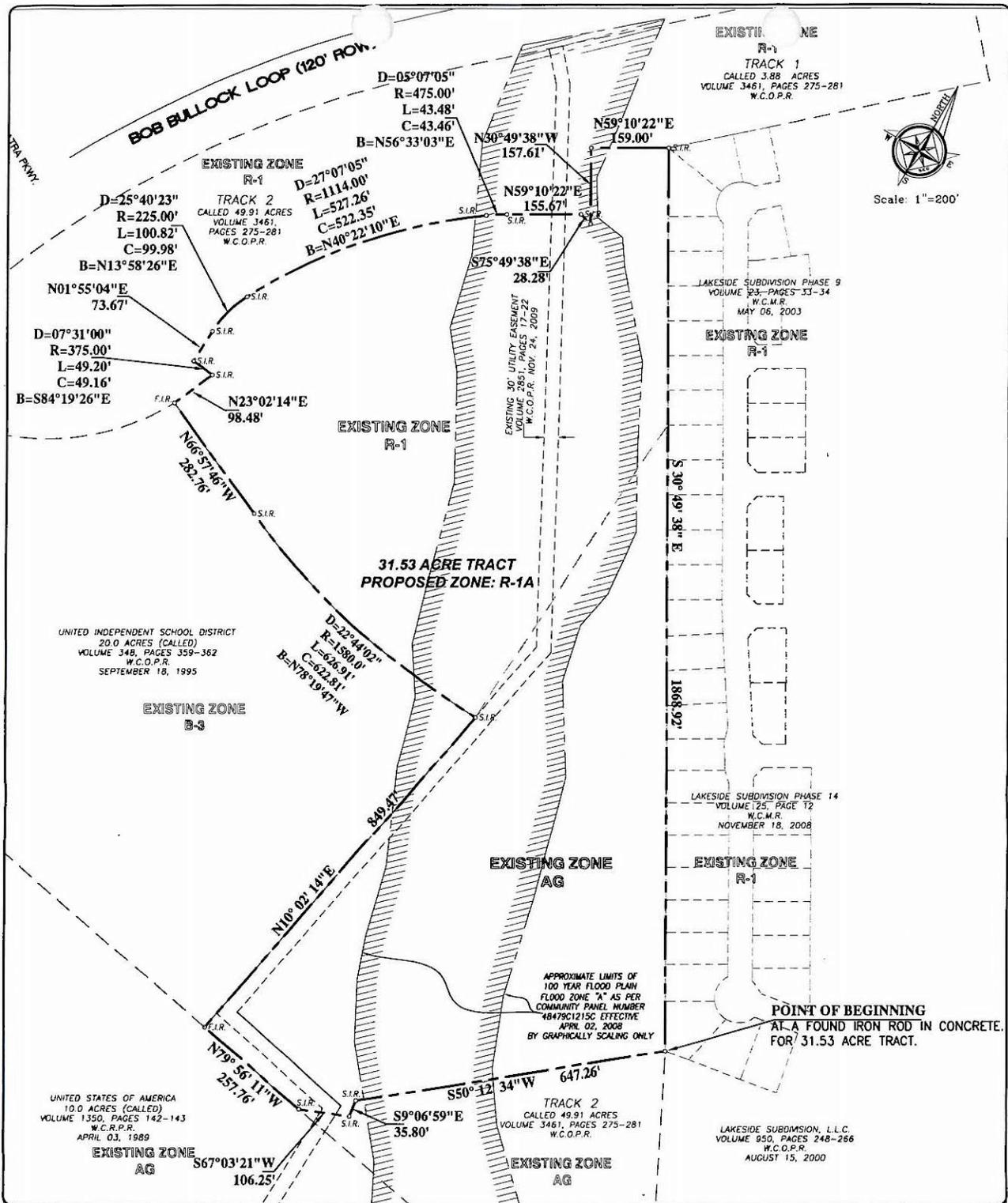
I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

10-22-13

Current Date





CERTIFICATE OF SURVEYOR

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

Francisco Estrada
 FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

10-22-13
 DATE



BASIS OF BEARINGS:
 G.P.S., TEXAS COORDINATE SYSTEM, SOUTH ZONE (NAD 1983)

LEGEND
 ○ SIR= SET 1/4" IRON ROD
 ○ FIR= FOUND 1/2" IRON ROD
 WCOPR= WEBB COUNTY OFFICIAL PUBLIC RECORDS
 WCMR= WEBB COUNTY MAP RECORDS

BOUNDARY SURVEY

A tract of land containing 31.53 acres of land, more or less, situated in Survey 1022, Abstract 654, R.S. Rimsey, Original Grantee. Same being out of a called 53.83333 Acre Tract as conveyed to KCOM Managers, L.L.C., Dated July 01, 2013, Volume 3461, Pages 275-281, Webb County Official Public Records.

Drawn By : urlo
 Checked By : FE
 Approved By : FE
 Date : 10/17/2013
 Revision : 10
 Project No. : 8202



SHERFEY ENGINEERING COMPANY, L.L.C.
 104 Del Court Suite 400 Laredo, Texas 78041 (956) 791-3511
TBPE FIRM REGISTRATION No: F-3132



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

ZC-09-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZC-09-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: KRK, Ltd.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-010 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-3 (Community Business District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela, Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: Vacant

Surrounding land uses: The land adjacent to the east of the site is vacant and undeveloped. The land west of the site is vacant and undeveloped. South of the site are single-family residences. North of the site are Staybridge Suites, Toyota, Laredo Energy Arena, Valero/Stripes and vacant land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway.

Letters sent to surrounding property owners: 17 In Favor: 0 Opposed: 1

STAFF COMMENTS

The proposed zone change is appropriate at this location. Although the proposed change is not consistent with the Comprehensive Plan's designation for this area as Low Density Residential, it is compatible with the existing zones and uses along this

section of Bob Bullock Loop.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are other similar land uses in the area along Bob Bullock Loop.

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

No, there is a B-3 district to the north along Bob Bullock Loop.

Will change adversely influence living conditions in the neighborhood?

Yes, this change may introduce more commercial uses into the area and to the adjacent single-family residential neighborhood.

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

Yes, the existing zone only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, pictures and exhibits

ORDINANCE NO. 2014-O-010

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 4.37 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE 6300 BLOCK AREA OF BOB BULLOCK LOOP, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 21, 2013, 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 January 21, 2014, 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 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



METES AND BOUNDS DESCRIPTION

4.37 ACRE TRACT

SURVEY 1022 ~ ABSTRACT 654

WEBB COUNTY, TEXAS

A tract of land containing 4.37 acres of land, more or less, situated in Survey 1022, Abstract 654, R.S. Rinsey, Original Grantee, same being out of a called 53.83333 acre tract as conveyed to KCOM Managers, LLC, dated July 01, 2013, Volume 3461, Pages 275-281, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

BEGINNING, at a found 1/2 inch iron rod at the northwest corner of Lot 22, Block 1 as recorded in Lakeside Subdivision Phase 9, Volume 23, Page 33-34, Webb County Map Records;

THENCE, S 59°10'14" W, a distance of 109.00 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 30°49'38" W, a distance of 63.84 feet to a set 1/2 inch iron rod, a point of curvature to the left;

THENCE, along said curve to the left with a radius of 525.00 feet, a delta of 11°40'07", a chord and chord bearing of 106.74 feet and N 59°39'42" W a distance of 106.92 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 42°29'45" W, a distance of 30.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 02°30'19" E, a distance of 42.43 feet to a set 1/2 inch iron rod to a set 1/2 inch iron rod same being on the southeastern right-of-way of Bob Bullock Loop (a 120 foot wide right-of-way), the northwest corner of the herein described tract;

THENCE, N 47°30'19" E, along the southeastern right-of-way of said Bob Bullock Loop a distance of 728.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 42°29'24" E, leaving the right-of-way of said Bob Bullock Loop a distance of 250.62 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 47°29'42" W, along the common property line of the herein described tract and said Lakeside Subdivision Phase 9, a distance of 674.99 feet to return to and close at the **POINT OF BEGINNING**, containing 4.37 acres of land.

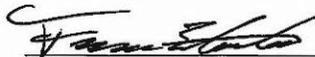
Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §

County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

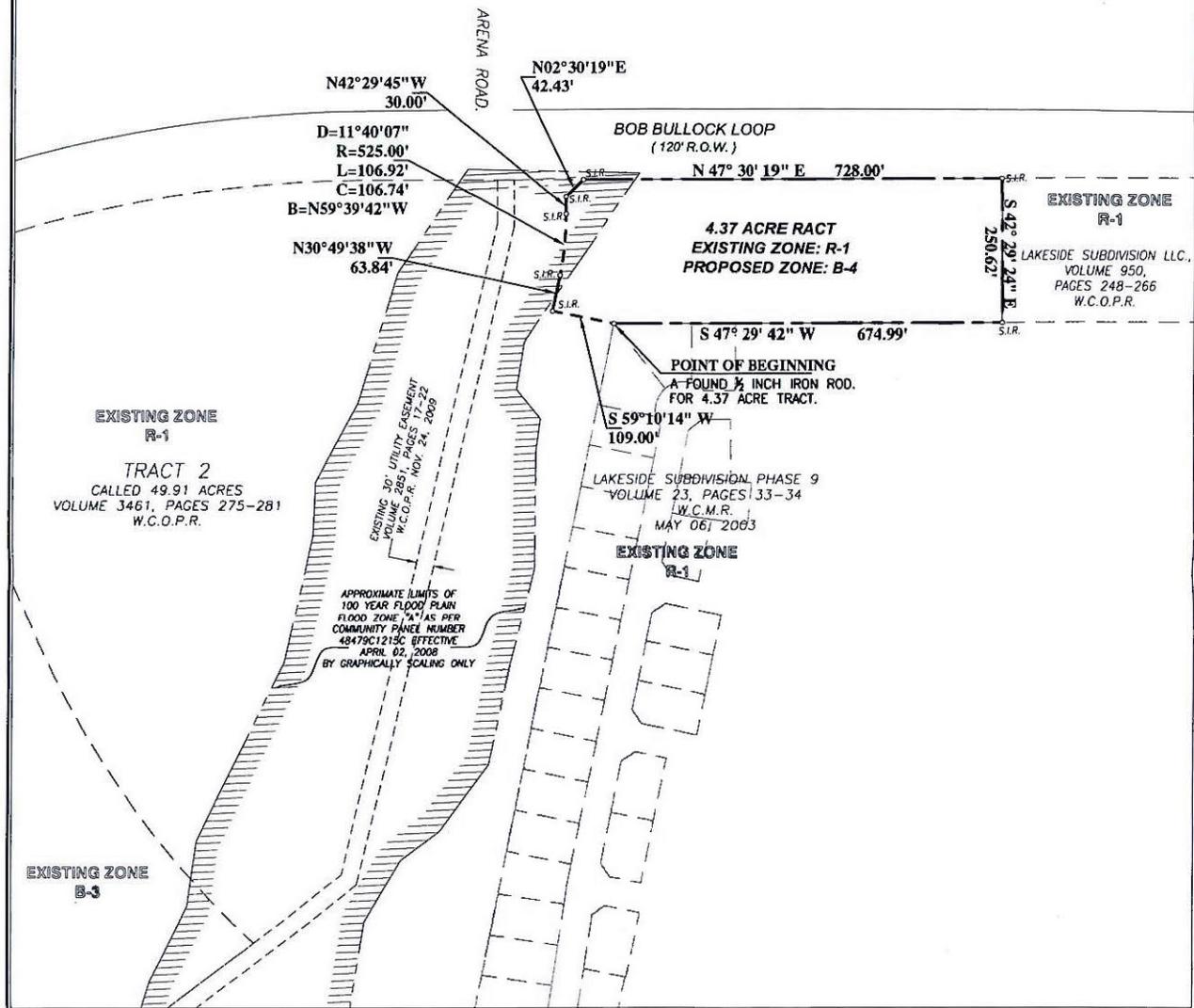

R.P.L.S. No. 5862-Texas

10-22-13
Current Date





Scale: 1"=200'



CERTIFICATE OF SURVEYOR

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

Francisco Estrada
FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

10-22-13
DATE

BASIS OF BEARINGS:

G.P.S., TEXAS COORDINATE SYSTEM,
SOUTH ZONE (NAD 1983)

LEGEND

- SIR = SET 1/2" IRON ROD
- FIR = FOUND 1/2" IRON ROD
- WCOPR = WEBB COUNTY OFFICIAL PUBLIC RECORDS
- WCMR = WEBB COUNTY MAP RECORDS



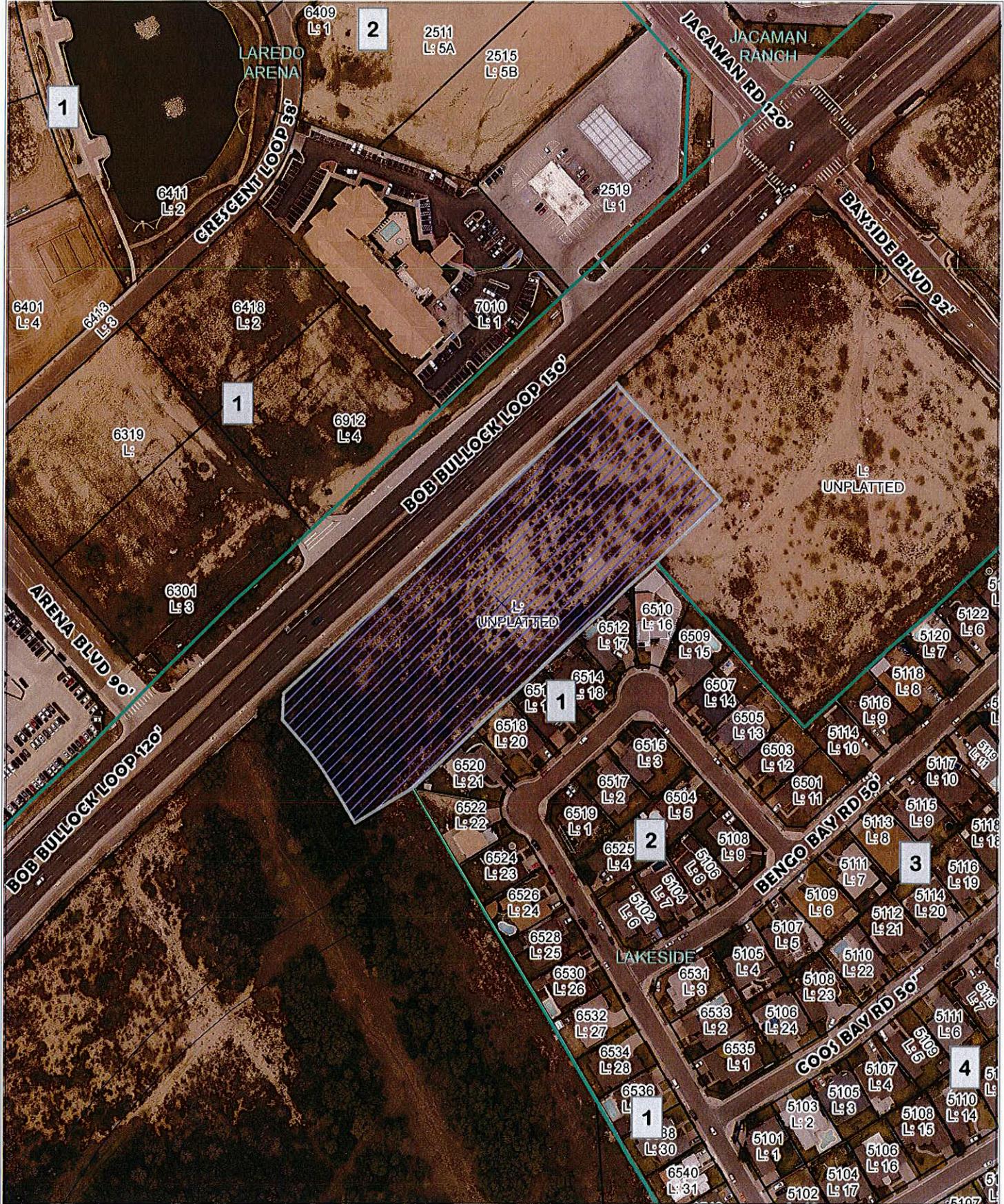
BOUNDARY SURVEY

A tract of land containing 4.37 Acres of land, more or less, situated in Survey 1022, Abstract 654, R.S. Rimsey, Original Grantee. Same being out of a called 53.83333 Acre Tract as conveyed to KCOM Managers, LLC., Dated July 01, 2013, Volume 3461, Pages 275-281, Webb County Official Public Records.

Drawn By	:RXL
Checked By	:FE
Approved By	:FE
Date	:10/17/2013
Revision	:0
Project No	:8202



**SHERFEY
ENGINEERING
COMPANY, L.L.C.**
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132



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

ZC-10-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-10-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: HSJC Investments LTD, Hai Quach, Owner

Staff Source: Nathan R. Bratton

SUBJECT

2014-O-011 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning a 0.4559 acre tract, as further described by metes and bounds in attached Exhibit "A", located at the southeast corner of Shiloh Drive and Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Business District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of January 21, 2014.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Commercial space/residential condominiums

Site: The site is currently vacant land.

Surrounding land uses: Single-family residences surround this property. This property abuts an abandoned cemetery to the east.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Shiloh Road as a Major Arterial; Snow Falls Drive is not identified on the Plan.

Letters sent to surrounding property owners: 29 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location. This area is overwhelmingly single-family residential. However, introduction of a commercial use on a major arterial could benefit the residents of the area, by providing nearby access from Shiloh to such neighborhood friendly businesses such as medical and dental clinics, (public and private), laundry/dry cleaning (drop off/pick up/self-service, plant nursery (outside storage), convenience store with gas station, restaurant, fire/police station, travel agency, beauty shop, child day care, etc.

Staff supports this zone change for the following reasons:

1. The proposed use complies with the purpose of a B-1 district, by providing for businesses and commercial development serving the surrounding neighborhoods in the area.
2. Even though the proposed use is not in conformance with the Comprehensive Plan Future Land Use Map's designation for the area as Low Density Residential, it could positively impact the neighborhood by the introduction of neighborhood compatible businesses.
3. All non- residential uses which abut or adjoin any residential property or zoning district, or which abut or adjoin a school, park, or church, shall provide an opaque fence or wall of not less than seven feet in height along all side or rear property lines which abut or adjoin such property. No screening fence shall be required for non-residential property adjoining vacant land in a non-residential zone.

IMPACT ANALYSIS

B-1 (Community Business District): The purpose of the B-1 District (Limited Business District) is to provide for businesses and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?

Yes. The neighborhood is a low-density, single-family residential area.

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

Yes. The zoning in this area is overwhelmingly R-1 (Single Family Residential District); however there are two lots of B-1 (Limited Business District) along Shiloh Road east of this site.

Will change adversely influence living conditions in the neighborhood?

Any commercial use will have an impact on the area. Traffic and noise levels would most likely increase but would increase to levels acceptable for a residential neighborhood. The B-1 district allows for such neighborhood friendly uses, e.g. medical and dental clinics, (public and private), laundry/dry cleaning (drop off/pick up/self-service, plant nursery (outside storage), convenience store with gas station,

restaurant, fire/police station, travel agency, beauty shop, child day care, etc.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the existing R-1 does not allow for commercial uses, and property owner want to introduce a commercial use.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ordinance No. 2014-O-011

Exhibit A

Zoning Map

Aerial Map

Color Pictures

ORDINANCE NO. 2014-O-011

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING A 0.4559 ACRE TRACT, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT THE SOUTHEAST CORNER OF SHILOH DRIVE AND SNOW FALLS DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of 0.4559 acre tract, as further described by metes and bounds in attached Exhibit "A", located at the southeast corner of Shiloh Drive and Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 21, 2013; 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 January 21, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 0.4559 acre tract, as further described by metes and bounds in attached Exhibit "A", located at the southeast corner of Shiloh Drive and Snow Falls Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Metes & Bounds Description for a tract to undergo a Proposed Zone Change
A 0.4559 Acre Tract of Land
out of Porcion 23, Abstract 283, Leonardo Sanchez, Original Grantee
City of Laredo, Webb County, Tx.

A 0.4559 acre tract of land as conveyed to Hai Quach on 20-Dec-2012, per vol. 3367, page 850, in the Official Public Records of Webb County, Texas; said tract of land being out of Porcion 23, Abstract 283, Leonardo Sanchez, Original Grantee, and also being situated within the City of Laredo, Webb County, Texas; said tract being more particularly described as follows:

BEGINNING at a found iron rod being the northwest corner of Lot 1, Block 2, Wyndum Terrace Subd., per v. 24, p. 24, Plat Records of Webb County, Tx., for the southwest corner hereof;

THENCE, along the arc of a 280.00 foot radius curve to the right, having a delta of $04^{\circ}07'20''$, a tangent of 10.08 feet, a chord of $N 08^{\circ}37'11'' E - 20.14$ feet, an arc distance of 20.14 feet, along the west line hereof, same being the east right-of-way line of Snow Falls Dr. (50' R.O.W.), to found iron rod for a point of tangency;

THENCE, $N10^{\circ}40'49'' E$, a distance of 110.58 feet, continuing along the west line hereof, same being the east r-o-w line of said Snow Falls Drive, to a found iron rod for a point of curvature of a 130.00 foot radius curve to the left, having a delta of $17^{\circ}46'33''$, a tangent of 20.33 feet, a chord of $N 01^{\circ}47'26'' E - 40.17$ feet,

THENCE, along the arc of said 130.00 foot radius curve to the left, an arc distance of 40.33 feet, along the west line hereof, same being the east right-of-way line of Snow Falls Dr., to a found iron rod being the westerly northwest corner hereof;

THENCE, $N33^{\circ}08'41'' E$, a distance of 28.73 feet, along the northwest line hereof, same being the r-o-w line of Snow Falls Dr. / Shiloh Dr., to a found iron rod for the northerly northwest corner hereof

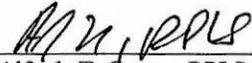
THENCE, $N77^{\circ}14'03'' E$, a distance of 75.54 feet, along the north line hereof, same being the south r-o-w line of Shiloh Dr. (100' R.O.W.), to a found iron rod, for the northeast corner hereof;

THENCE, $S02^{\circ}16'36'' E$, a distance of 203.62 feet, along the east line hereof, same being the west line of a 4.92 acre tract, v. 1063, p. 327, Real Property Records of Webb County, Tx., to a found iron rod for the southeast corner hereof;

THENCE, $S87^{\circ}10'55'' W$, a distance of 122.39 feet, along the south line hereof, same being the north line of Wyndum Terrace Subd., v. 24, p. 24, PRWCT, to the POINT OF BEGINNING of this 0.4559 acre tract of land, more or less.

- Notes: 1. No Full Title Search provided, there may be certain easements and/or conveyances that may not appear on this survey.
2. Basis of Bearings taken from recorded plat.
3. This Metes & Bounds Description accompany the sketch prepared by same, dated same and is prepared for a proposed zone change and is to be used only for that.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the corner monuments described were either found or placed under my supervision. This the 09-Sep-2013


Alfredo T. Guerra, RPLS #5702

GUERRA ENGINEERING & SURVEYING CO., LAREDO, TX.

C:\MyFiles\Surveys\M&B-0.4559 Ac Hai Quach_Snow Falls Dr-Shiloh Dr_Zone Change.wpd



SCALE 1"=30'

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

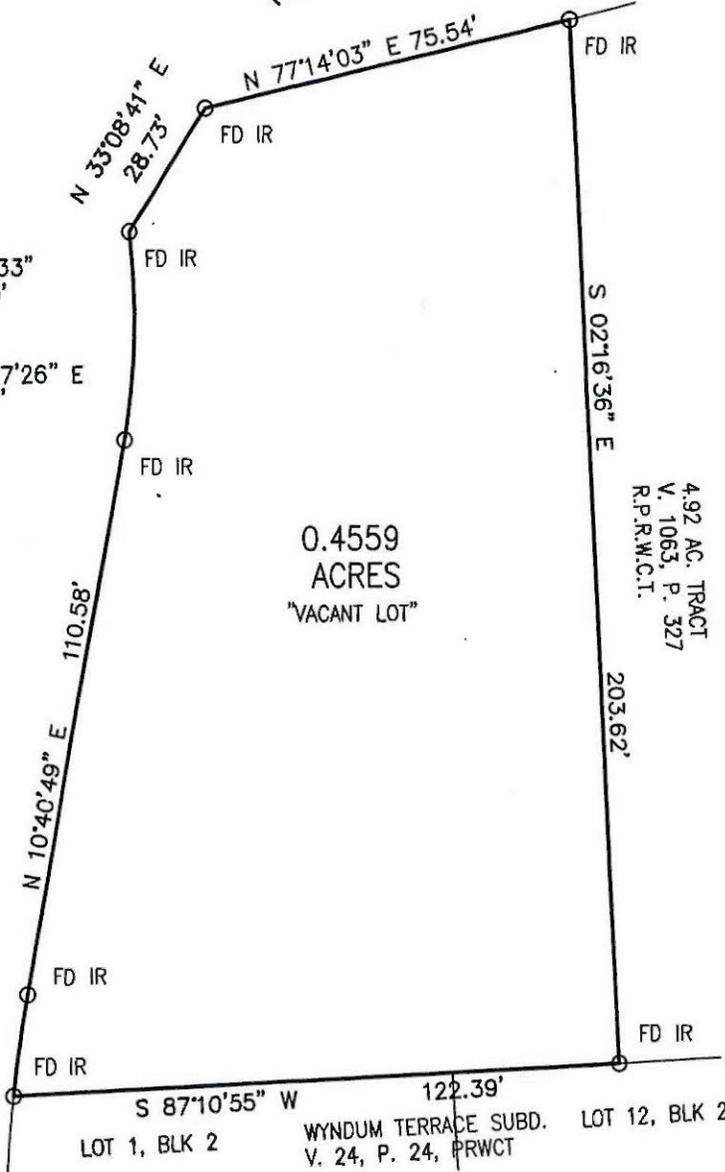
$\Delta = 17^{\circ}46'33''$
 $R = 130.00'$
 $T = 20.33'$
 $L = 40.33'$
 $B = N 01^{\circ}47'26'' E$
 $CH = 40.17'$

SNOW FALLS DR.
(50' R.O.W)

0.4559
ACRES
"VACANT LOT"

4.92 AC. TRACT
V. 1063, P. 327
R.P.R.W.C.T.

$\Delta = 04^{\circ}07'20''$
 $R = 280.00'$
 $T = 10.08'$
 $L = 20.14'$
 $B = N 08^{\circ}37'11'' E$
 $CH = 20.14'$



NOTES:

1. NO TITLE SEARCH PROVIDED, THERE MAY BE CERTAIN EASEMENTS AND OR CONVEYANCES THAT MAY NOT APPEAR ON THIS SURVEY.
2. BASIS OF BEARINGS TAKEN FROM RECORDED PLAT.
3. THIS SURVEY ACCOMPANIES A METES & BOUNDS AND IS FOR A PROPOSED ZONE CHANGE ONLY.

GUERRA ENGINEERING & SURVEYING CO.

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

SURVEY OF A 0.4559 ACRE TRACT OF LAND BEING OUT OF AN ORIGINAL TRACT AS CONVEYED TO HAI QUACH ON 20-DEC-2012, PER V. 3367, P. 850, O.P.R.W.C.T.; AND BEING SITUATED IN PORCION 23, ABSTRACT, 283, LEONARDO SANCHEZ, ORIGINAL GRANTEE, AND ALSO BEING SITUATED IN THE CITY OF LAREDO, WEBB COUNTY, TEXAS.

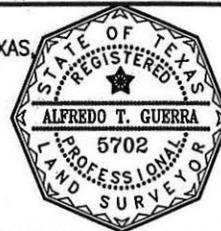
I THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

09-SEP-2013

DATE

Alfredo T. Guerra

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



**REZONE FROM R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 TO B1 (LIMITED COMMERCIAL DISTRICT)**



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

REZONE FROM R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B1 (LIMITED COMMERCIAL DISTRICT)



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

AERIAL MAP

ZC-70B-2013
SOUTHEAST CORNER OF SHILOH DRIVE & SNOW FALLS DRIVE
PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT)



ZC-70B-2013
SOUTHEAST CORNER OF SHILOH DRIVE & SNOW FALLS DRIVE
PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT)



ZC-70B-2013
SOUTHEAST CORNER OF SHILOH DRIVE & SNOW FALLS DRIVE
PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Hachar Real Estate Co., George Hachar, Owner and Lap Yip Aziz Tsang and Suk Kuen Mok, Lessee

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-012 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on all of Blocks 1024 and 1025, Western Division, located at 4100 San Bernardo Ave., Suite E1, E2, and ½ of E3; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Cindy Liendo Espinosa at the regular Council meeting of January 21, 2014

City Council approved a Conditional Use Permit for Self Storage Units on July 3, 1995. Ordinance No. 95-O-147

City Council approved a Conditional Use Permit for Amusement Redemption Machine Establishment on June 7, 2010 for one year. CUP expired June 7, 2011. Ordinance No. 2010-O-071

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo Espinoza

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Hachar Real Estate Co., commercial buildings, which includes Building A, Building B, Building C, Building D, Building E, Building F and Building G.

Surrounding land uses: North of the site, across Chicago Street, are several single family residences, a vacant commercial building, and Gonzalez Auto Parts. Northeast of the property are Dairy Queen and Hotel Plaza. East of the property is Siesta Motel. Southeast of the property are O'Reilly's Auto Parts, two vacant commercial buildings, Valero/Stripes Convenience Store and Loma Alta Motel. South of the property are Rocky's Beer Run, El Vaquero Corn House, Rocky's Car Wash, Vega's Interiores

Mexicanos and Patio Rentals, two multi-family complexes and several single family residences. West of the property is Johnny Castillo Auto Parts.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Ave. as a Minor Arterial and Chicago Street as a Major Collector.

Letters sent to surrounding property owners: 31 In Favor: 3 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

STAFF RECOMMENDATION:

Staff supports the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of the special use permit at this location. The proposed use is compatible with the surrounding zones in the area and is in conformance with the Comprehensive Plan's designation for the area as Light Commercial.

Staff suggests the following conditions:

1. The Special Use Permit is issued to George Hachar, and Lap Yip Aziz Tsang, and Suk Kuen Mok, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject

property.

8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.

9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.

12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.

14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Fiscal Impact

Fiscal Year:

2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance No. 2014-O-012

Exhibits A & B

Zoning Map

Aerial Map

Color Pictures

ORDINANCE NO. 2014-O-012

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON ALL BLOCKS 1024 AND 1025, WESTERN DIVISION, LOCATED AT 4100 SAN BERNARDO AVENUE, SUITES E1, E2 AND ½ OF E3; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of all Blocks 1024 and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E1, E2 and ½ of E3, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 19, 2013; and,

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

WHEREAS, notice of the 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 January 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on all Blocks 1024 and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E1, E2 and ½ of E3.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to George Hachar and Lap Yip Aziz Tsang, and Suk Kuen Mok, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

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.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

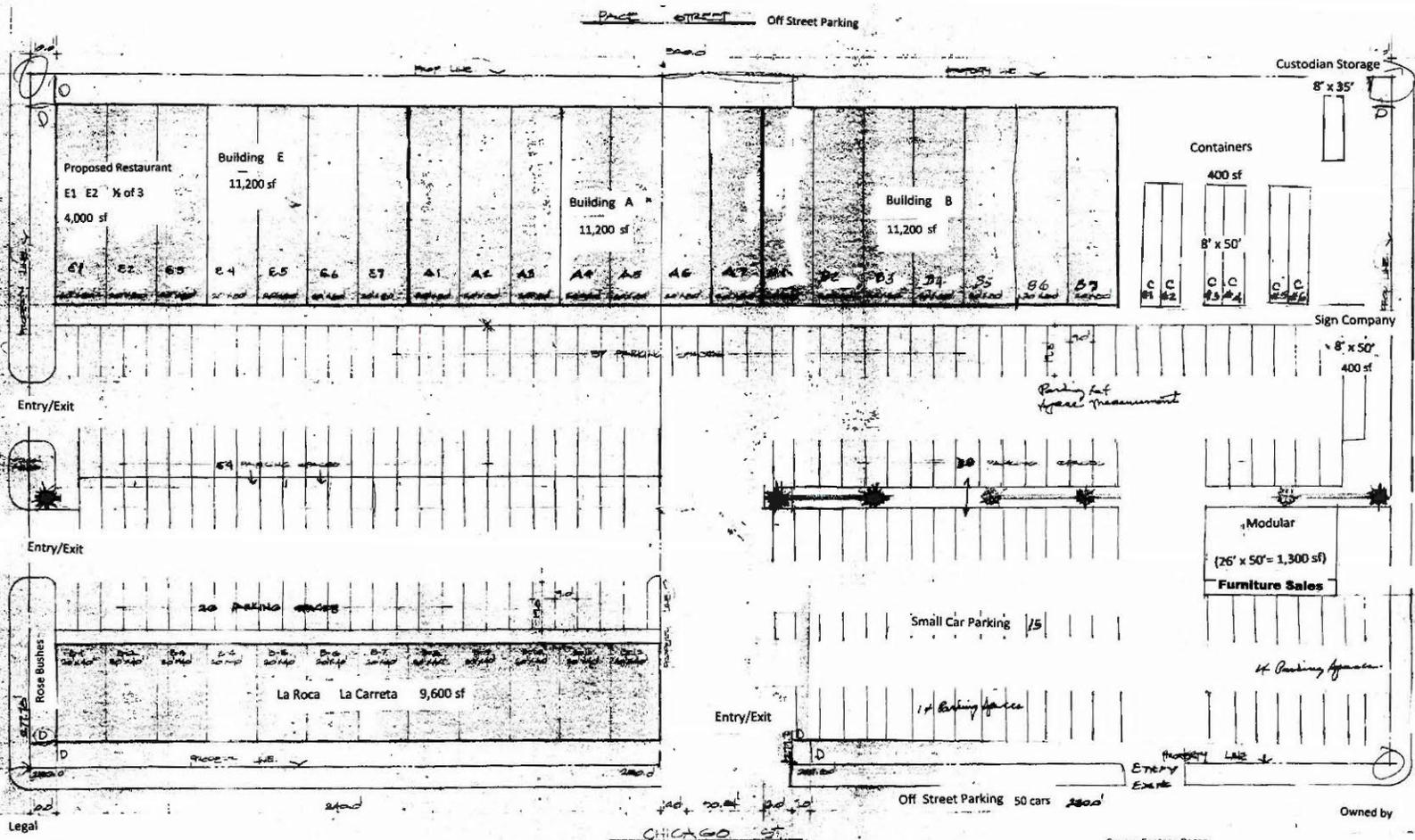
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZAPATA HWY. & LOOP 20
 P.O. BOX 1989
Southern Structures
 HOUSTON, TEXAS

Modern
 CONSTRUCTION, INC.
 (512) 722-4856

LAREDO, TEXAS
 78041
 LAREDO CITY ENGINEERING DEPARTMENT
 407 JWS

Legal
 All of Block 1024 WD
 City of Laredo
 All of Block 1025 WD
 City of Laredo
 All of that portion of
 San Agustin Street
 Between Pace Avenue and
 Chicago Avenue Lying Between
 Blocks 1024/25 W. D.



Building E

MG Tax Service	1,600 sf
Ambulance Service	283 sf
Advantage Cable	324 sf
Media Company	2,000 sf

Tenancy by Building

Building A		
BMP Party Salon	3,200 sf	
12 x 12 Counseling	2,144 sf	
Geneals Drug Testing	2,330 sf	

Building B

Gym	6,153 sf
Cable Company	1,380 sf

Square Footage Recap

Total Leasable Space	37,700 sf
Total Leased Space	21,714 sf
Lease Space Available	15,986
Parking Spaces	213
Off Street Parking	190

Client	TACHE PROJECT		
Address			
City & State	LAREDO, TEXAS	Phone	
Title	SITE PLAN	Scale	1/8" = 1'-0"
Drawn by	CABO II	Date	10-10-03
Revisions		Page	

November 17, 2013

Planning Dept
To whom it may concern:

I'm writing this letter on behalf of myself Suk Kuen Mok and Lap Yip Aziz Tsang. We would like to open a restaurant and are willing to serve alcohol. We are applying for this Special Use Permit at this moment. The location is 4100 San Bernardo Ave., Laredo, Texas 78041. Our restaurants main focus is to serve Chinese and Asian style food. We hope this restaurant can add more taste of the kind of meals Chinese have the ability to make. We also want to make this something that people who live and visit Laredo can look forward to trying new meals.

We would have a total of six workers to start the restaurant two chiefs, two servers, and two bartenders. Business hours will be from 11:00am to 2:00am Sunday thru Saturday. Serving food will be from 11:00am to 2:00am, and serving alcohol will be until 2:00am.



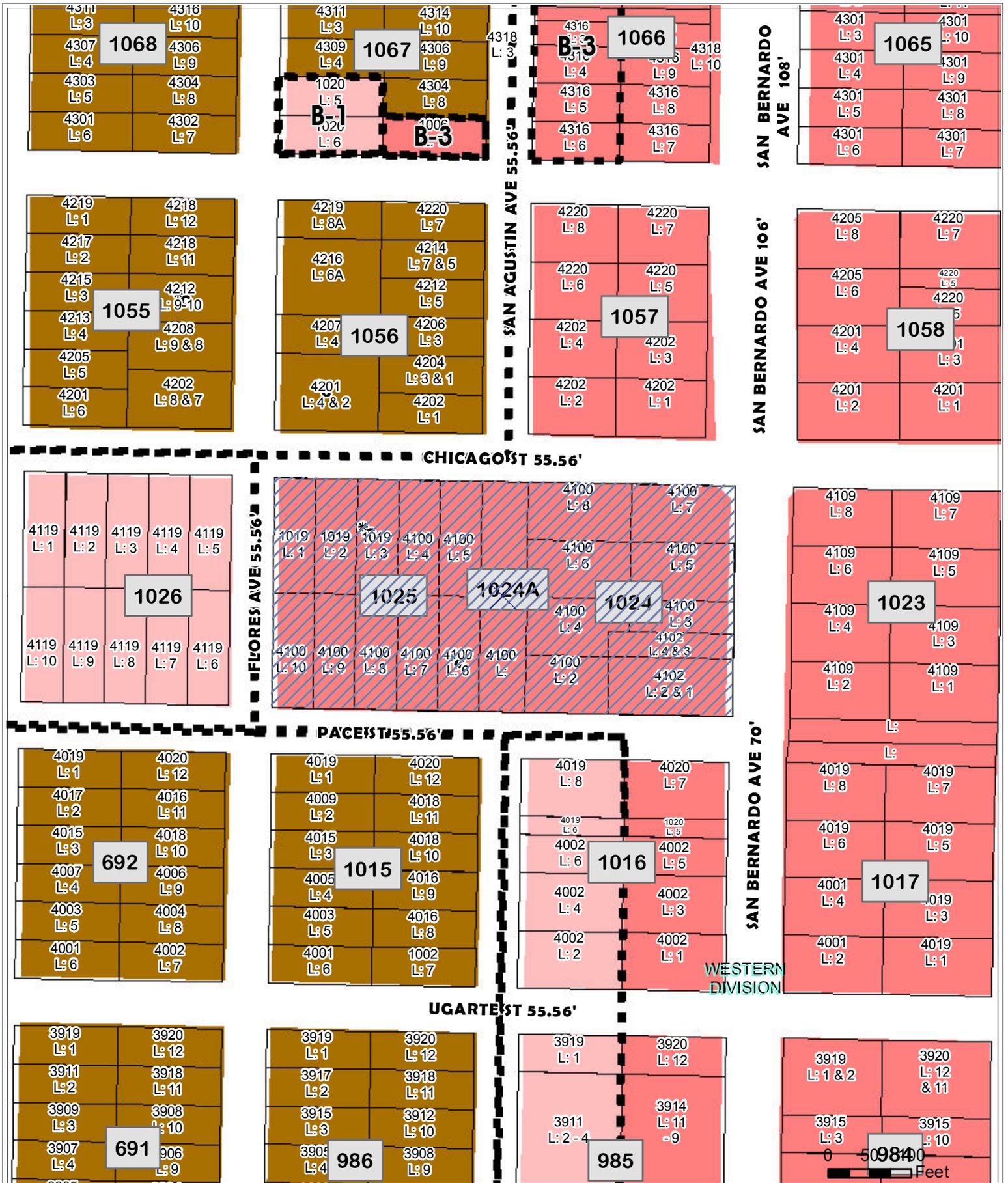
Sincerely,



Lap Yip Aziz Tsang

Suk Kuen Mok and Lap Yip Aziz Tsang

Exhibit B



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



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

ZC-14-2014
4100 SAN BERNARDO AVENUE
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC-14-2014
4100 SAN BERNARDO AVENUE
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



ZC-14-2014
4100 SAN BERNARDO AVENUE
PROPOSAL: S.U.P. (SPECIAL USE PERMIT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Fernando Laurel

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-013 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7, Block 214, Western Division, located on the 1220 San Agustin Avenue, from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Cindy Liendo at the regular meeting of January 21, 2014.

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Daycare Center, Pet Shop or Print Shop

Site: Ford and Laurel Law Offices

Surrounding land uses: The land adjacent to the east of the site includes IBC employee parking lot, Chapy's Car Wash, notary public and International Bank of Commerce. The land west of the site includes Benavides Maddox Law Offices, single-family residential, multi-family residential, City of Laredo parking lot and vacant land. South of the site are single-family residences, a vacant lot, bail bonds business, a card reader and City of Laredo offices/Bruni Plaza Library. North of the site are law offices, multi-family residential, income tax office, Chico's Tailor Shop and single-family residences.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Scott Street as a Major Collector and does not identify San Agustin Avenue.

Letters sent to surrounding property owners: 24 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. Although the proposed

change is not consistent with the Comprehensive Plan's designation for this area as Mixed Use, it is compatible with the existing zones and uses along this section of Scott Street.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are other similar land uses in the area.

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

No, there are other B-3 districts in the same city block.

Will change adversely influence living conditions in the neighborhood?

No, there are already other similar commercial uses in the area.

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

Yes, the existing zone only allows for residential and office uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, exhibits and pictures

ORDINANCE NO. 2014-O-013

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 7, BLOCK 214, WESTERN DIVISION, LOCATED ON THE 1220 SAN AGUSTIN AVENUE, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 7, Block 214, Western Division, located on the 1220 San Agustin Avenue, from R-O (Residential/Office District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 21, 2013, 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 January 21, 2014, 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 7, Block 214, Western Division, located on the 1220 San Agustin Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

**REZONE FROM RO (RESIDENTIAL / OFFICE DISTRICT)
 TO B3 (GENERAL BUSINESS DISTRICT)**



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

AERIAL MAP

ZC-01-2014
1220 SAN AGUSTIN AVENUE
PROPOSAL: R-O (RESIDENTIAL-OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-01-2014
1220 SAN AGUSTIN AVENUE
PROPOSAL: R-O (RESIDENTIAL-OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-01-2014
1220 SAN AGUSTIN AVENUE
PROPOSAL: R-O (RESIDENTIAL-OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Juan Dominguez, applicant, Primitivo Gamboa, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-014 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for auto sales on Lot 3 and part of Lot 6, Block 1774, Eastern Division, located at 2915 Blaine Street Rear; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Esteban Rangel at the regular meeting of January 21, 2014.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Auto Sales

Site: vacant commercial building

Surrounding land uses: The land south of the site includes single-family residences, vacant land, and a vacant commercial structure. West of the site are Pronto Insurance, Cricket, Color My World, Solar Nails, Matheson Tri Gas, Perez Garage, manufactured homes, single-family residences and a recreational vehicle. To the north of the site are single-family residences. East of the site single-family residences, multi-family residential and manufactured homes.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway and does not identify Blaine Street.

Letters sent to surrounding property owners: 18 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits auto sales in zones B-3, B-4, M-2 and MXD. This property is currently zoned B-1. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that “Applications for properties currently zoned, B-1, B-1R, CBD, B-3, or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.”

Staff is not in support of the proposed CUP due to the size of the property and limited space for storage of vehicles for sale. The proposed property is only 6000 square feet in size.

Staff does not support the issuance of the proposed conditional use permit at this location for the following reasons:

Is this CUP contrary to the established land use pattern?

No. The established land use pattern is light commercial, office and single-family residential.

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

No. The proposed use of auto sales is in conformance with the Comprehensive Plan’s Future Land Use’s designation for the area as Light Commercial.

Will issuance of a CUP adversely influence living conditions in the neighborhood?

No, the properties located along this section of Jaime Zapata Highway Memorial Highway are already following a pattern of commercial development.

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

No, the existing district allows for sufficient commercial uses. However, a B-3 is required for Auto sales or a CUP if in a B-1.

Should the Commission wish to recommend in favor of the request, staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to the Juan Dominguez and Primitivo Gamboa, and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. A seven (7) foot opaque fence will be erected adjacent to residential zones and uses.
7. Parking shall comply with the Laredo Land Development Code at all times.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote , recommended approval of the conditional use permit.

STAFF RECOMMENDATION

Staff does not support the proposed conditional use permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, exhibits and pictures

ORDINANCE NO. 2014-O-014

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AUTO SALES ON LOT 3 AND PART OF LOT 6, BLOCK 1774, EASTERN DIVISION, LOCATED AT 2915 BLAINE STREET REAR; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for auto sales on Lot 3 and part of Lot 6, Block 1774, Eastern Division, located at 2915 Blaine Street Rear; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 19, 2013; 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 January 21, 2013, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for auto sales on Lot 3 and part of Lot 6, Block 1774, Eastern Division, located at 2915 Blaine Street Rear.

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

1. The Conditional Use Permit shall be issued to the Juan Dominguez and Primitivo Gamboa, and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.

4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. A seven (7) foot opaque fence will be erected adjacent to residential zones and uses.
7. Parking shall comply with the Laredo Land Development Code at all times.

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 _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

APPLICATION
 OF CUP (CONDITIONAL USE PERMIT)



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

ZONING MAP

The business will be a used car dealership, it will be opened from 9:00 am to 9:00 pm Monday through Saturday. There will be two (2) employees working at all times, and there will be from ten (10) to fifteen (15) used cars on display.



JUAN DOMINGUEZ

Exhibit A

ZC - 12 - 2014
2715 BLAINE STREET REAR
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT)



ZC - 12 - 2014
2715 BLAINE STREET REAR
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Donaciano Aldrete III, applicant, Richard & Jacqueline Geissler, owners

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-015 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: III – The Honorable Alejandro “Alex” Perez, Jr.

Proposed use: Restaurant selling alcohol

Site: Law Offices and Alpha Sure Insurance

Surrounding land uses: West of the site are Melrose, Guajardo Village and Pizza Hut. To the north are Gonzalez Auto Parts, Dairy Queen, Popeye’s, Orlando & Gaby Canizalez Gym, a vacant lot, Church’s Chicken and Cash America Pawn. To the east are BS Beauty Salon, Sweet Dreams Child Care, Border Insulation, Heights Plaza and Cantu Interiors. South of the site are Valero, single-family residences, 7B Mesquite Apartments and Subway.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector.

Letters sent to surrounding property owners: 19 In Favor: 1 Opposed: 4

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff is not in support of the proposed SUP due to the limited parking available on the site for the two existing office uses and the proposed restaurant.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Donaciano Aldrete, III and Richard & Jaqueline Geissler, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 1 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Maps, pictures and exhibits

ORDINANCE NO. 2014-O-015

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 10, 11 AND 12, BLOCK 891, EASTERN DIVISION, LOCATED AT 1618 AND 1620 CHIHUAHUA STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 19, 2013; and,

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

WHEREAS, notice of the 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 January 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 10, 11 and 12, Block 891, Eastern Division, located at 1618 and 1620 Chihuahua Street.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Donaciano Aldrete, III and Richard & Jaqueline Geissler, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
15. Must provide written contract or agreement demonstrating permitted use of additional parking across the street from Mendiola Avenue.

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.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

 RAUL G. SALINAS
 MAYOR

ATTEST:

 GUSTAVO GUEVARA, JR.
 CITY SECRETARY

APPROVED AS TO FORM:
 RAUL CASSO, CITY ATTORNEY

 KRISTINA K. LAUREL HALE
 ASSISTANT CITY ATTORNEY

APPLICATION
 OF SUP (SPECIAL USE PERMIT)



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

FUTURE LAND USE

1 inch = 75 feet
 Date: 12/4/2013

CHANOS

Chanos will be a small family style take out restaurant with an outdoor patio for dining under big beautiful shade trees, the menu will be hand formed burgers , brisket, chicken and are all fresh and smoked or grilled on pecan wood. We will be serving food, drink and one of kind dinning experience

Chano has been a chef for 25yrs and has a deep passion for great food and a great time!

So let me share this beautiful JEWEL with all of Laredo.

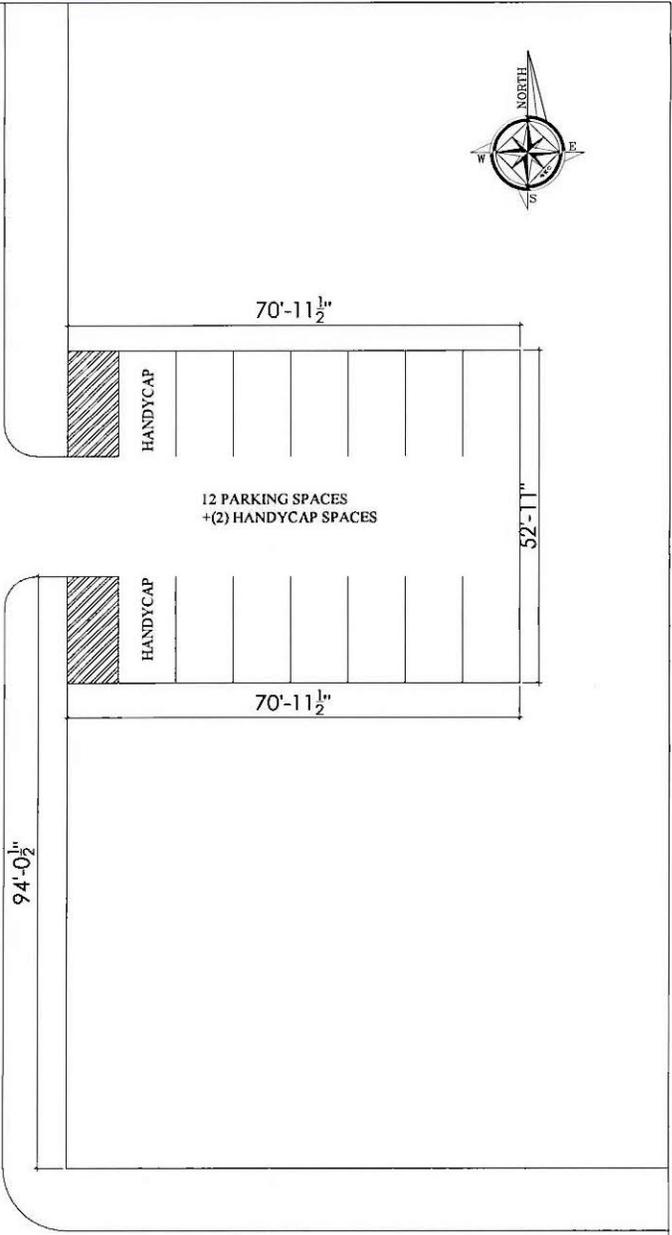
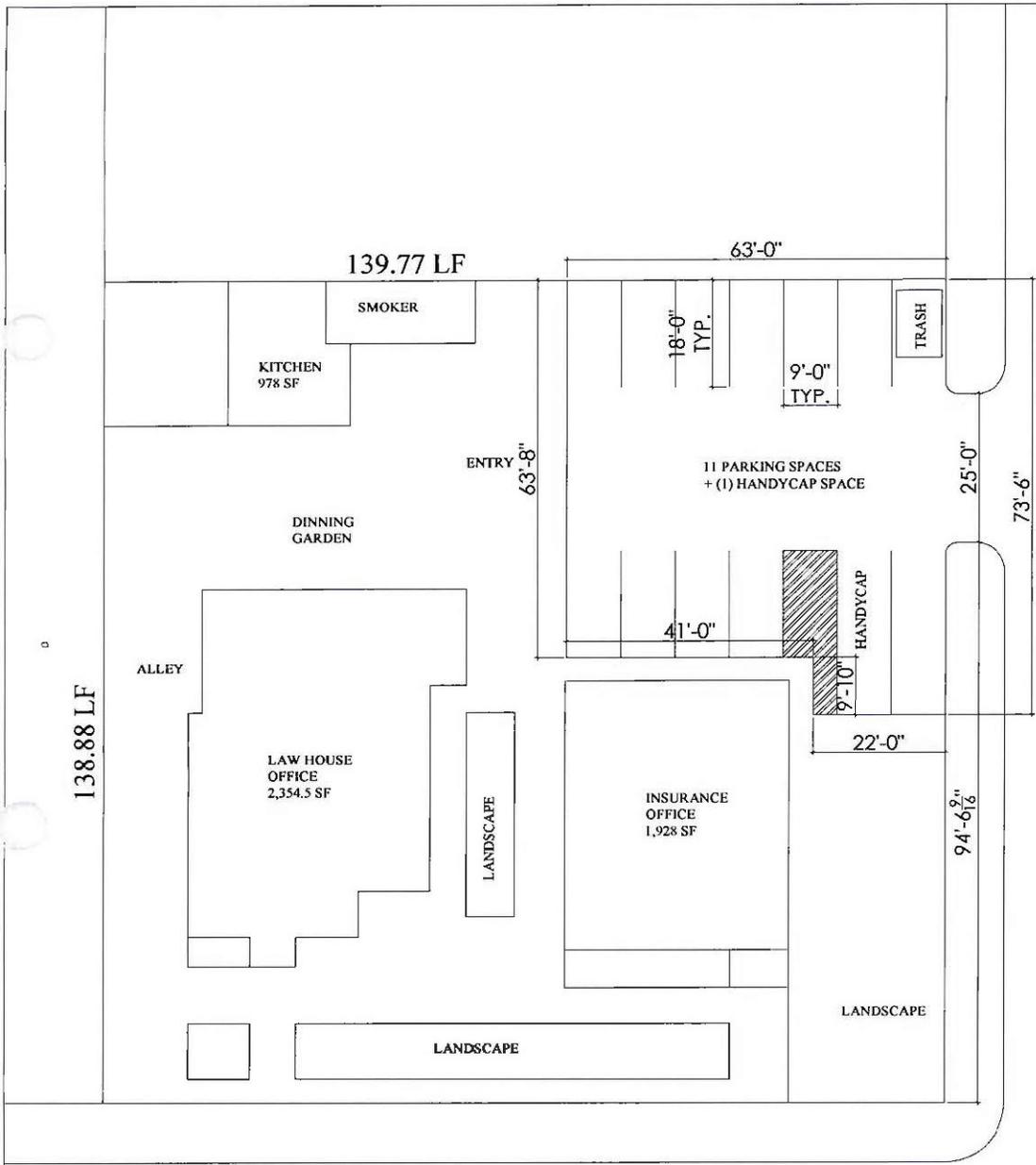
Chano will be open Thursday thru Sunday 11amto9pm
3employes

Law office Monday thur Friday 9/12am 2/5pm
3employes

Insurance office Monday thur Friday 9am/5pm
3employes

Thank you
Donaciano Aldrete
Chef Chano

Exhibit A



MENDIOLA AVE.

CHIHUAHUA ST

1 SITE PLAN
SCALE: 1"=30'

Exhibit B

ZC - 14 - 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



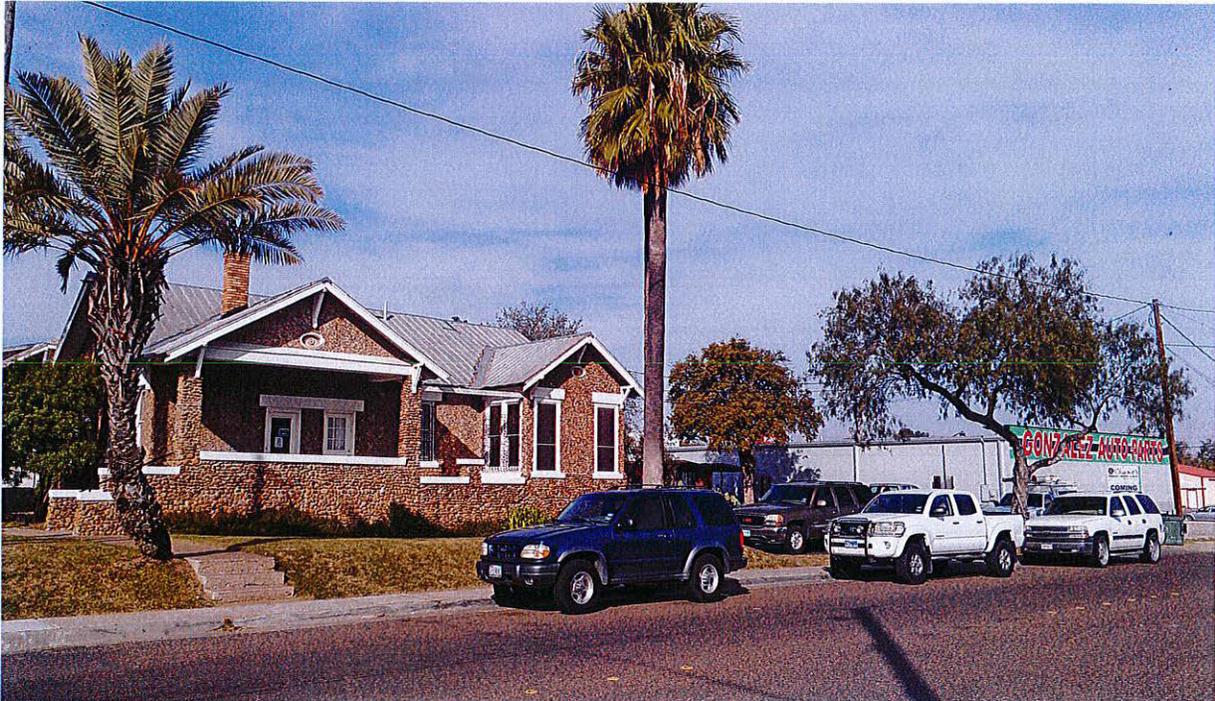
ZC - 14 - 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



ZC - 14 - 2013
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PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



ZC - 14 - 2013
1618 & 1620 CHIHUAHUA STREET
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) WITH S.U.P. (SPECIAL USE PERMIT)



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: KRK, Ltd.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-016 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 10.22 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela Jr. at the regular meeting of January 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: The site is currently vacant and undeveloped.

Surrounding land uses: North of the site is vacant land. East of the site are vacant land and single-family residences. South of the site are vacant land and the UISD Central Kitchen. West of the site are Toyota dealer, Chrysler Dodge Jeep Ram dealer, Texas Community Bank and vacant land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway.

Letters sent to surrounding property owners: 11 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is not appropriate at this location. The request is not in

conformance with the Comprehensive Plan's designation for the area as low density Residential. The proposed B-4 district may introduce more intense and incompatible uses with the proposed single-family residential development adjacent to the east.

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?

Yes, the established land use pattern is primarily single-family residential and undeveloped.

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

Yes, this side of Bob Bullock Loop only has R-1 and B-3 districts in this area.

Will change adversely influence living conditions in the neighborhood?

Yes, a B-4 district may introduce uses not compatible with the proposed single-family development to the east and existing Lakeside neighborhood.

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

Yes, the existing zone only allows for single-family residences.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

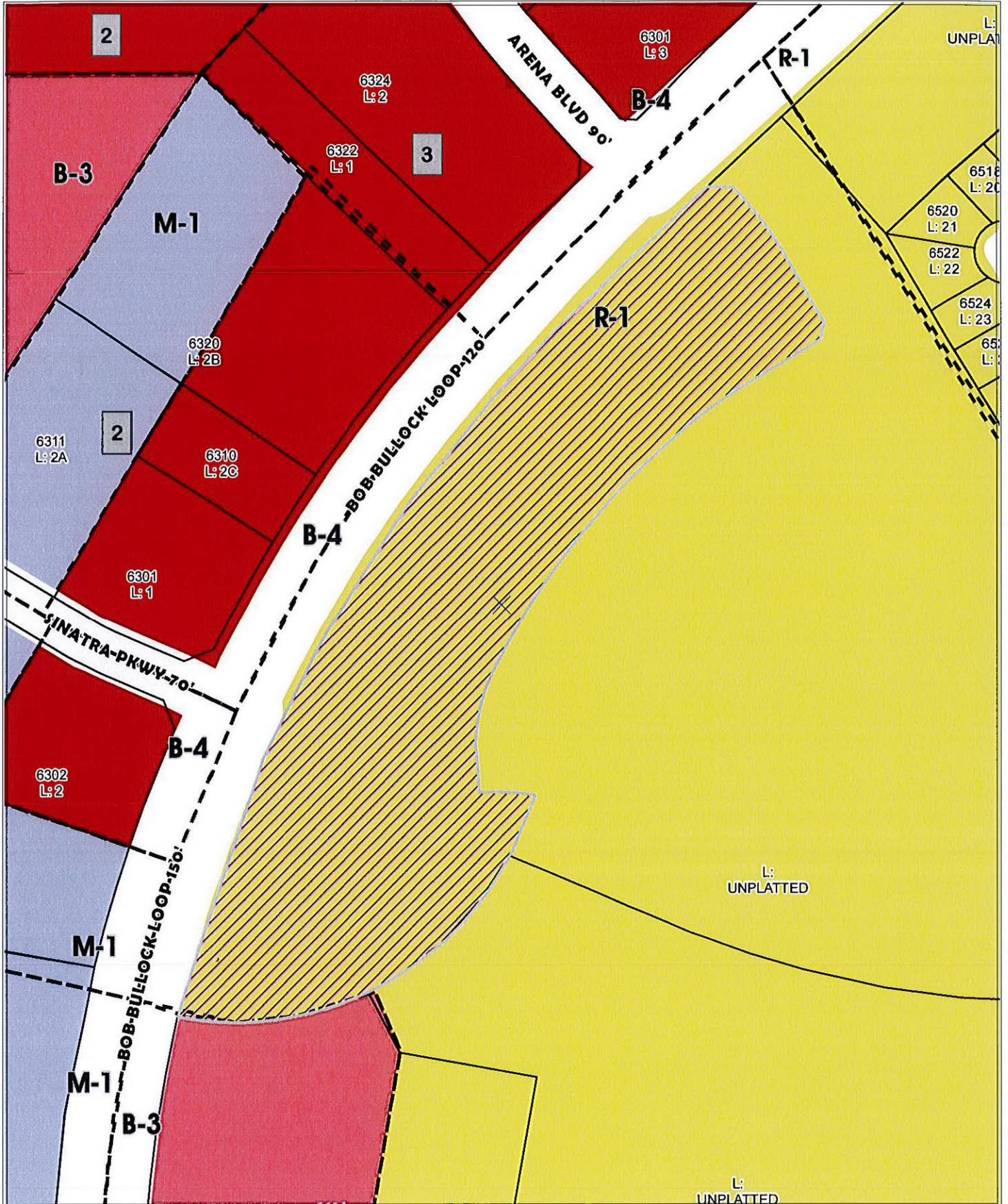
FINANCIAL IMPACT:

N/A

Attachments

Maps, exhibits, and pictures

Ordinance



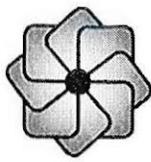
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP)



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

AERIAL MAP

1 inch = 200 feet
Date: 10/28/2013



Sherfey Engineering Company, L.L.C.

TBPL FIRM REGISTRATION No. F-5132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION

10.22 ACRE TRACT

SURVEY 1022 ~ ABSTRACT 654

WEBB COUNTY, TEXAS

A tract of land containing 10.22 acres of land, more or less, situated in Survey 1022, Abstract 654, R.S. Rimsey, Original Grantee, same being out of a called 53.83333 acre tract as conveyed to KCOM Managers, LLC, dated July 01, 2013, Volume 3461, Pages 275-281, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING, at a found 1/2 inch iron rod at the northwest corner of Lot 22, Block 1 as recorded in Lakeside Subdivision Phase 9, Volume 23, Page 33-34, Webb County Map Records;

THENCE, S 36°08'02" W, a distance of 172.78 feet to a set 1/2 inch, the **POINT of BEGINNING** and northeast corner of the herein described tract;

THENCE, S 14°10'22" W, a distance of 28.28 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 59°10'22" W, a distance of 155.67 feet to a set 1/2 inch iron rod, a point of curvature to the left;

THENCE, along said curve to the left with a radius of 525.00, a delta of 05°14'39", a chord and chord bearing of 48.04 feet and S 56°33'03" W a distance of 48.05 feet to a set 1/2 inch iron rod, a point of continuous curvature to the left;

THENCE, along said curve to the left with a radius of 1,164.00 feet, a delta of 27°07'05", a chord and chord bearing of 545.79 feet and S 40°22'10" E a distance of 550.92 feet to a set 1/2 inch iron rod, a point of continuous curvature to the left;

THENCE, along said curve to the left with a radius of 275.00 feet, a delta of 24°50'35", a chord and chord bearing of 118.31 feet and S 14°23'20" W a distance 119.24 feet to a set 1/2 inch iron rod, a non-tangent point;

THENCE, S 04°23'51" E, a distance of 79.73 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to right;

THENCE, along said curve to the right with a radius of 375.00 feet, a delta of 13°49'55", a chord and chord bearing of 90.31 feet and S 87°28'53" E a distance of 90.53 feet to a set 1/2 inch iron rod, a non-tangent point;

THENCE, S 23°02'14" W, a distance of 98.48 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right with a radius 500.00 feet, a delta of 73°03'50", a chord and chord bearing of 595.27 feet and S 64°09'29" W a distance of 637.60 feet to a found 1/2 inch iron rod, a non-tangent point of curvature to the right same being the most southerly corner of the herein described tract;

THENCE, along said curve to the right with a radius of 2216.00 feet, a delta of 33°58'56", a chord and chord bearing of 1295.57 feet and N 29°57'34" E a distance of 1314.76 feet along the easterly right-of-way of Bob Bullock Loop (a 120 foot wide road) to a set 1/2 inch iron rod, a tangent point;



Sherfey Engineering Company, L.L.C.

TBLL FIRM REGISTRATION No. F-5862

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

THENCE, N 47°30'19" E, continuing along the east right-of-way line of said Bob Bullock Loop a distance of 280.57 feet to a set 1/2 iron rod, the northwest corner of the herein described tract;

THENCE, S 87°29'43" E, leaving the east right-of-way line of said Bob Bullock Loop a distance of 42.43 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 42°29'45" E, a distance of 30.00 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right with a radius of 475.00 feet, a delta of 11°40'07", a chord and chord bearing of 96.57 feet and S 36°39'42" E a distance of 96.74 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 30°49'38" E, a distance of 131.45 feet to return to and close at the **POINT OF BEGINNING**, containing 10.22 acres of land.

Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

10-22-13

Current Date



ZC-08-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-08-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-08-2014

6300 BLOCK OF BOB BULLOCK LOOP

PROPOSAL: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ORDINANCE NO. 2014-O-016

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 10.22 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE 6300 BLOCK AREA OF BOB BULLOCK LOOP, FROM R-1 (SINGLE-FAMILY 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 10.22 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family 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 November 21, 2013, 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 January 21, 2014, 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 10.22 acres as further described by metes and bounds in attached Exhibit "A", located on the 6300 Block area of Bob Bullock Loop, from R-1 (Single-Family 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 _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Jose Luis Flores

SUBJECT

2014-O-017 Authorizing the City Manager to execute a lease agreement between the City of Laredo, as LESSEE and Harmony Public Schools, a Texas Non-Profit Corporation, for an approximately 28,800 sq. ft., Building 1005 located at 4608 Daugherty Avenue and approximately 2,200 sq. ft. Building No.1006, Laredo, Texas located at 616 Leal St., as well as a portion of Block No.18 of the Laredo International Airport Subdivision Plat. The lease premises will be used for a public school. Lease term is for eleven (11) years commencing on February 01, 2014 and ending on June 30, 2025 with two (2) consecutive ten (10) year renewal options. The initial base rent is \$15,000.00 per month, to include Annual CPI Adjustments and Fair Market Appraisal at each ten (10) year Anniversary and providing rent abatement for certain improvements; providing for an effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Building 1005 and Bldg. 1006 were previously being leased by LUX Products, Inc, and the lease expired in January 31, 2002. The City of Laredo is currently using building 1005 to store emergency response supplies, such as: cots, water and clothing.

The City of Laredo proposes to abate at a monthly rate of \$6,000.00 per month the cost of certain improvements to include: cost of asbestos mitigation and studies, engineering plans and specifications, replace HVAC System, roof replacement, remodel bathrooms, landscape, replace sidewalks, and construct fence and parking lot improvements.

COMMITTEE RECOMMENDATION

On January 07, 2014 the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited in the Airport Operations Fund

Attachments

Harmony Public Schools- ORD

Harmony Public Schools-DOC

ORDINANCE NO. 2014-O-017

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSEE AND HARMONY PUBLIC SCHOOLS, A TEXAS NON- PROFIT CORPORATION, FOR AN APPROXIMATELY 28,800 SQ. FT., BUILDING 1005 LOCATED AT 4608 DAUGHERTY AVENUE AND APPROXIMATELY 2,200 SQ. FT. BUILDING NO.1006, LAREDO, TEXAS LOCATED AT 616 LEAL ST., AS WELL AS A PORTION OF BLOCK NO.18 OF THE LAREDO INTERNATIONAL AIRPORT SUBDIVISION PLAT. THE LEASE PREMISES WILL BE USED FOR A PUBLIC SCHOOL. LEASE TERM IS FOR ELEVEN (11) YEARS COMMENCING ON FEBRUARY 01, 2014 AND ENDING ON JUNE 30, 2025 WITH TWO (2) CONSECUTIVE TEN (10) YEAR RENEWAL OPTIONS. THE INITIAL BASE RENT IS \$15,000.00 PER MONTH, TO INCLUDE ANNUAL CPI ADJUSTMENTS AND FAIR MARKET APPRAISAL AT EACH TEN (10) YEAR ANNIVERSARY AND PROVIDING RENT ABATEMENT FOR CERTAIN IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease agreement between the City of Laredo, as LESSEE and Harmony Public Schools, a Texas Non- Profit Corporation, for an approximately 28,800 sq. ft., Building 1005 located at 4608 Daugherty Avenue and approximately 2,200 sq. ft. Building No.1006, Laredo, Texas located at 616 Leal St., as well as a portion of Block No.18 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 Harmony Public Schools, a Texas Non- Profit Corporation, for an approximately 28,800 sq. ft., Building 1005 located at 4608 Daugherty Avenue and approximately 2,200 sq. ft. Building No.1006, Laredo, Texas located at 616 Leal St., as well as a portion of Block No.18 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.

*LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND
HARMONY PUBLIC SCHOOLS*

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 _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

LEASE AGREEMENT

STATE OF TEXAS)
COUNTY OF WEBB)

This Lease Agreement (this "Lease Agreement") is made and entered into by and between the City of Laredo, a municipal corporation (hereinafter called "LESSOR"), and Harmony Public Schools, a Texas non-profit corporation (hereinafter called "LESSEE").

WITNESSETH

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called "Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth.

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I

PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Director, shall be considered the LESSOR for all purposes of this Lease Agreement.

"STRUCTURE" or "STRUCTURAL": Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 PREMISES:

(a) The LESSOR does hereby lease approximately 28,800 square feet (“Building #1005”) located at 616 Leal Street and approximately 2,200 square feet (“Building #1006”), as well as a portion of Block No. 18 of the Laredo Airport Subdivision Plat, Laredo, Webb County, Texas (“Block 18”). The subject property is more particularly described and depicted on Exhibit “A-1” attached hereto and incorporated herein, all hereinafter referred to as the “Premises”, all within the Laredo International Airport, and LESSEE hereby leases the said Premises from LESSOR.

(b) LESSEE shall have a right of first refusal (the “Right of First Refusal”) during the Term and any Renewal Term with respect to that certain building next to the Premises known as the “LDF” building and depicted on Exhibit “A-1” attached hereto (the “ROFR Space”). LESSEE upon receipt of written offer from LESSOR shall have Thirty (30) consecutive days to in which to accept LESSOR’S offer. Failure to accept LESSOR’S offer shall terminate the ROFR.

(c) LESSOR hereby acknowledges that, subject to approval by LESSOR, such consent not to be unreasonably withheld, LESSEE shall have the option to place building(s), including, without limitation, modular building(s), at LESSEE’S sole cost and expense upon Block 18. Modular building(s) placed on the Premises shall be placed on a concrete foundation and the façade shall be modified to make the modular building(s) look like permanent structures. All improvements, including modular building(s) shall comply with the City of Laredo Building and Fire Codes.

1.02 TERM:

This Lease Agreement is to be for a term of eleven (11) years commencing on January 1, 2014 and ending on June 30, 2025 (the “Term”) and two (2) consecutive ten (10) year renewal options until June 30, 2045 (each, a “Renewal Term”).

1.03 RENTAL OBLIGATION:

LESSEE herein agrees to pay to LESSOR monthly the sum of Fifteen Thousand Dollars (\$15,000) base rent (“Base Rent”) for each month. LESSEE’S rental obligations for the initial Seven (7) months of the term are hereby waived. This rental waiver granted by LESSOR is in consideration of LESSEE’S construction of improvements and asbestos mitigation.

Initial monthly Base Rent of \$15,000 with a nominal five (5) percent increase at each 3 year anniversary throughout the Term and each Renewal Term.

Base Rent due at each 10 year anniversary shall be adjusted by the Fair Market Rental Rate capped at ten (10) percent previous year rent. As used herein, “Fair Market Rental Rate” means the prevailing market rental rate (stated in the form of an annual net rent per square foot of rentable area) that a willing tenant would pay, and a willing

landlord would accept, at the time of determination in arm's length, bona fide negotiations for a comparable contemporaneous office lease transaction in the vicinity of Laredo, Texas.

Base Rent shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payments (or proportionate part thereof, should this Lease Agreement be effective on a day other than the first day of the month) being due on the Effective Date (as hereinafter defined) of this Lease Agreement.

The Base Rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this Lease Agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including but not limited to:

- (a) Any damages to or destruction of the premises or any part thereof;
- (b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;
- (c) Any claim LESSEE has or might have against LESSOR;
- (d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.04 BASE RENT ABATEMENT:

LESSOR agrees to reimburse LESSEE for the following improvements within the Premises (the "Leasehold Improvements") in the form of a credit against Base Rent otherwise due and owing during the Term (the "Rent Abatement"):

- a. The cost of asbestos mitigation to include necessary environmental studies.
- b. The cost of engineering/architectural plans and specifications and the construction cost to:
 - i. Upgrade/replace HVAC System
 - ii. Roof repairs, replacement/improvements
 - iii. Remodel existing bathrooms.
 - iv. Install landscaping grass, plants and landscape fixtures, to include irrigation system and meter.
 - v. Replace sidewalks along Calton Road, Daugherty, Leal and Bartlett with a minimum of 6 feet wide concrete sidewalk to include adding retaining wall where needed.
 - vi. Construct fence.
 - vii. Paint the exterior of the buildings, add exterior lighting, and replace damage concrete floor panels located at

entrance to Building No. 1005. Resurface, mark and light the entire existing parking lot to include driveways.

- viii. The above referenced improvements shall be constructed during the initial twelve (12) months of the Term to be eligible for rent abatement, except for paragraph ii, herein above, roof repairs, replacement / improvements which may be constructed within the initial Twenty Four (24) months of this Lease Agreement.

LESSEE shall provide LESSOR copies of (i) all construction and equipment "Warranties", (ii) all contracts and sealed copies of Engineer/Architectural plans and specifications and (iii) copies of approved "As Built" plans with respect to the Leasehold Improvements. LESSEE shall first apply and receive a building prior to commencement of construction of the Leasehold Improvements. Any Leasehold Improvements not specified herein shall not be eligible for Rent Abatement.

- c. Rate of Base Rent Abatement:
 - i. Base Rent Abatement shall commence on the first day of the month immediately following the Construction Grace Period.
 - ii. Base Rent shall be abated at the rate of Six Thousand Dollars (\$6,000.00) per month until LESSEE'S full expense, excluding interest expense, is reimbursed.
 - iii. In the event LESSEE is in default under Article 3.01 of this Lease Agreement, the LESSOR shall not be obligated to continue to reimburse LESSEE for any sum that may be outstanding under this Article 1.04.

1.05 DEPOSIT: Intentionally deleted.

1.06 UTILITIES:

LESSEE shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the Premises throughout the Term of this Lease Agreement, including any connection fees.

1.07 TAXES:

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the Premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the Term of this Lease Agreement and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental

charge to remain unpaid during the period of such contest and any appeal there from unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.08 USE AND USE CONFLICT:

The Premises is to be used and occupied solely for the purpose of a school and school related activities and no other use of the Premises is permitted.

1.09 LATE CHARGE:

Should LESSEE fail to pay when due any installment of Base Rent, or any other sum payable to the LESSOR under the terms of this Lease Agreement, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this Lease Agreement.

1.10 LESSOR'S WARRANTY OF QUIET ENJOYMENT:

The LESSOR covenants that as long as LESSEE is not in default under Article 3.01 of this Lease Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises exclusively to it during the Term hereof unless sooner terminated as provided in this Lease Agreement.

1.11 WARRANTY OF TITLE:

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the Premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY AND NONCLAIM:

LESSEE hereby declares itself fully familiar with the physical condition of the Premises and the improvements, fixtures and equipment leased herein, and declares that said Premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the Premises for their intended commercial purpose.

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any

conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the Premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the Premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on the Premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives, while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

2.02 LESSEE'S DUTY TO REPAIR:

LESSEE shall, throughout the Term of this Lease Agreement, take good care of the Premises and the fixtures and appurtenances therein and at its sole cost and expense make all structural and non-structural repairs thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed, floor covering and other repairs.

LESSEE shall be responsible, at LESSEE'S sole cost and expense, for one hundred (100) percent of the maintenance of the Premises throughout the Term of this Lease Agreement, except as provided under Article 1.03.

Damage or injury to the Premises, fixtures and appurtenances requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

2.03 ALTERATIONS:

LESSEE is granted the right to make alterations to the Premises at LESSEE'S sole cost and expense subject to the following terms and conditions:

HARMONY PUBLIC SCHOOLS Buildings No. 1005, No. 1006 and portion of Block No. 18

(a) LESSEE must first obtain the written consent of LESSOR, such consent not to be unreasonably withheld.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of this Lease Agreement, provided LESSEE is not in default under Article 3.01 of this Lease Agreement.

LESSOR reserves the right to demand that LESSEE restore the Premises to reasonably the same condition and state as the Premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration upon termination of this Lease Agreement.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

2.04 INSURANCE:

(a) Fire and Extended Coverage Insurance: The Premises is covered under the LESSOR'S Master Insurance Coverage. Premiums are paid by the LESSOR for its sole benefit and protection.

(b) Contents: Insurance on the contents of the Premises is the sole responsibility of the LESSEE.

(c) Lessee shall, at Lessee's sole cost and expense, procure and continue in force during the Term of this Lease Agreement and during any Renewal Term.

A. Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

B. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit;

HARMONY PUBLIC SCHOOLS Buildings No. 1005, No. 1006 and portion of Block No. 18

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage;

D. "All-risk" property insurance insuring structure and its appurtenant personal property for full replacement costs.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(d) With reference to the foregoing insurance requirement, the LESSEE shall specifically endorse applicable insurance policies as follows:

A. LESSOR shall be named as an additional insured with respect to General Liability, and Automobile Liability.

B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

C. A waiver of subrogation in favor of LESSOR shall be contained in the Workers' Compensation and all liability policies.

D. All insurance policies shall be endorsed to require the insurer to immediately notify LESSOR of any material change in the insurance coverage.

E. All insurance policies shall be endorsed to the effect that LESSOR will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

F. All insurance policies, which name LESSOR as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

H. LESSEE may maintain reasonable and customary deductibles, subject to approval by LESSOR.

I. Insurance must be purchased from insurers that are financially acceptable to LESSOR.

J. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed

by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

K. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

L. Shall specifically set forth the notice-of-cancellation or termination provisions to LESSOR.

M. Upon request, LESSEE shall furnish LESSOR with Certified Copies of all insurance policies.

ARTICLE III

DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 LESSEE'S DEFAULT:

It is covenanted and agreed to by both parties that in the event that:

(1) LESSEE should fail to timely pay the full amount of Base Rent and fees provided for herein; or

(2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(3) LESSEE permits the Premises to be used for any unauthorized or unlawful business or purpose; or

(4) LESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or

(5) LESSEE abandons the Premises or leaves the Premises vacant or unoccupied for thirty (30) consecutive days;

Then LESSOR may, at its option and without waiving any other rights that LESSOR has under this Lease Agreement, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate this Lease Agreement and re-enter the Premises and remove all persons and any all personal property there from and LESSEE hereby agrees to surrender the Premises to LESSOR, without waiving LESSOR'S right to past and future Base Rent due hereunder. In such event, LESSOR may re-let the Premises to other prospective LESSEES for the remainder of the Term and LESSEE shall be liable for any loss to

LESSOR incurred in such re-letting for the Term, including but not limited to, Base Rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this Lease Agreement.

Notwithstanding any provision as to notice in this Lease Agreement, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the Premises or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement.

3.02 RIGHTS ON DEFAULT:

Landlord hereby waives any statutory lien which it may otherwise have with respect to any property situated within the Premises pursuant to the Texas Property Code.

3.03 ATTORNEY'S FEES:

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease Agreement and LESSOR places the enforcement of the terms of this Lease Agreement, or any part thereof, or the collection of any Base Rent due, or to become due hereunder, or recovery or possession of the Premises, in the hands of an attorney, or files suit upon same, in the event that LESSOR succeeds with such action, LESSEE agrees to pay LESSOR reasonable attorney's fees.

3.04 HOLDING OVER:

Staying over past the term of this lease without the notice required by Section 1.05 hereof or beyond the extension term hereof will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over.

3.05 LESSOR'S REPRESENTATION AND WAIVER:

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this Lease Agreement.

The waiver by LESSOR to LESSEE of performance of any provision of this Lease Agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this Lease Agreement. Any waiver of this Lease Agreement shall be in writing and approved by the LESSOR.

3.06 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises;

2. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. That the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

4. That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease Agreement.

ARTICLE IV

ENCUMBRANCES

4.01 ENCUMBRANCES:

A. LESSEE may encumber its leasehold estate by the execution and delivery of a mortgage. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. The Mortgagee of such Mortgage may deliver to LESSOR a written notice specifying:

1. The amount of the obligation secured by the Mortgage and the date of the maturity or maturities thereof, and

2. The name and address of the Mortgagee.

B. After receipt of such notice, LESSOR shall serve Mortgagee by certified mail at the last address furnished by Mortgagee a copy of every notice or demand served by LESSOR upon LESSEE under the terms and provisions of this Lease Agreement so long as such mortgage is in effect.

4.02 MORTGAGEE'S RIGHTS:

Upon receipt of a notice or demand in accordance with Article 4.01 above, Mortgagee shall have Ninety (90) days after receipt of such notice within which, at Mortgagee's election to:

- A. Cure any default if it can be cured by the payment or expenditure of money; or
- B. Perform such other action as may be necessary to cure the default; or
- C. Institute foreclosure proceedings and prosecute same diligently to conclusion.

4.03 RIGHTS ON FORECLOSURE:

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring LESSEE'S interest by virtue of or in lieu of foreclosure shall succeed to all of LESSEE'S rights, interests, duties and obligations under this Lease Agreement.

4.04 LESSEE'S RIGHT TO ENCUMBER:

Nothing herein shall be construed to prohibit LESSEE from encumbering LESSEE'S leasehold estate provided however that such leasehold estate shall not be encumbered beyond the Twentieth (20th) anniversary of this Lease Agreement and provided LESSOR shall not be liable in any manner to any mortgagee except as otherwise herein provided.

ARTICLE V

ASSIGNMENT, TRANSFER AND SUBLEASING

5.01 ASSIGNMENT AND TRANSFER:

LESSEE shall have the right and privilege to assign or transfer this Lease Agreement subject to the prior written approval of LESSOR which approval shall not be unreasonably withheld provided such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein, including Article 1.08.

5.02 SUBLEASING:

LESSEE shall have the right to sublease all or any part of the Premises for the same purposes permitted under the terms and provisions of this Lease Agreement, without LESSOR'S prior written consent. LESSEE shall provide LESSOR an executed copy of any and all sublease agreements and amendments thereto. Any such sublease shall be subject to the same conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease Agreement.

ARTICLE VI

MISCELLANEOUS

6.01 BROKERS:

LESSEE warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease Agreement, excepting only Wright Realty Co., ("Lessee's Broker") and that it knows of no other real estate broker(s) or agent(s) who is(are) or might be entitled to a commission in connection with this Lease Agreement. LESSOR shall agree to pay all real estate commissions due in connection with this Lease Agreement only to Lessee's Broker in accordance with the City of Laredo Ordinance No. 2006-O-204, provided LESSOR has entered into a separate commission agreement with Lessee's Broker.

6.02 NON-EXCLUSIVE USE:

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

6.03 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the Premises.

6.04 CAPTIONS:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

6.05 CONSTRUED PURSUANT TO TEXAS LAW:

This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

6.06 RE-ENTRY:

No re-entry, repossession, operations, or reletting of the Premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this Lease Agreement unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this Lease Agreement, LESSOR may at any time thereafter elect to terminate this Lease Agreement.

6.07 EXCLUSIVE USE OF LESSEE'S PARKING AREA:

LESSEE for itself, and its employees, agents, clients, and guests shall have use of (i) the exclusive parking areas and (ii) the common parking areas depicted on Exhibit A-1 attached hereto.

6.08 BINDING AGREEMENT:

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this Lease Agreement.

6.09 NOTICES:

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

Harmony Public Schools
9321 W Sam Houston Parkway South, #2
Houston, Texas 77099

and to LESSOR: Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

6.10 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

LESSEE, will keep and maintain the Premises in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the Premises.

6.11 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the building located on the Premises is prohibited.

6.12 FIRE CLAUSE:

Should the Premises be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said Premises, then in this event the Lease Agreement will immediately terminate.

6.13 AREA SURROUNDING BUILDING:

In addition to LESSEE'S obligations to maintain the Premises, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding the Premises. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the Premises and in a neat and orderly fashion.

LESSEE is responsible for all ground maintenance up to and including street curb of surrounding the Premises.

LESSOR reserves the right to maintain or have maintained the Premises and/or grounds associated with this Lease Agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of the Premises, within ten (10) days of receipt of statement. Failure to do so will constitute breach of this Lease Agreement.

6.14 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the Premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City of Laredo and State of Texas regarding storage and disposal.

6.15 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the Premises is a part of the total consideration for this Lease Agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said improvements during the Term so long as LESSEE is not in default under Article 3.01 of this Lease Agreement. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any

reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of the Premises.

6.16 SUBORDINATION OF LEASE:

This Lease Agreement shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

It is expressly understood and agreed that this Lease Agreement is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the LESSOR constituting agreements between LESSOR and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon LESSOR and that LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this Lease Agreement is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the Effective Date there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the Premises for the purpose set forth in Article 1.08 of this Lease Agreement.

6.17 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government or military or naval use, and, if such lease is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

6.18 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the Premises which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

6.19 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or

adjacent to the Airport which, in the reasonable opinion of LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.20 TIME OF ESSENCE:

Time is of the essence in this Lease Agreement. However, if this Lease Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday, legal holiday, the Friday after Thanksgiving or Christmas Eve, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, legal holiday, the Friday after Thanksgiving or Christmas Eve, and the successive periods shall be deemed extended accordingly. The term "business day" excludes Saturdays, Sundays, legal holidays, the Friday after Thanksgiving and Christmas Eve.

6.21 PREMISES LEASED "AS IS":

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the Premises.

6.22 PROVISIONS:

Any provision in this Lease Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease Agreement shall remain in full force and effect.

6.23 AGREEMENT:

This Lease Agreement consists of Articles I through VI and Exhibit A-1. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Lease Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2014 (the
"Effective Date").

"LESSOR"

CITY OF LAREDO,
a municipal corporation

By: _____
CARLOS VILLARREAL,
CITY MANAGER

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

BY: _____
ASSISTANT CITY ATTORNEY

"LESSEE":

HARMONY PUBLIC SCHOOLS,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A-1

Premises, ROFR Space & Exclusive Parking

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

2014-O-018 Authorizing the City Manager to execute Supplemental Lease Agreement No. 4 to Lease No. GS-07B-15259 approved by Ordinance No. 2002-O-325 dated December 16, 2002, amended by Ordinance No. 2005-O-112 dated May 16, 2005, and further amended by Ordinance No. 2008-O-090 dated May 5, 2008, and further amended by Ordinance No. 2008-O-225 with General Services Administration for approximately 1,313 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. Said Supplemental Lease Agreement No.4 extends the lease term five (5) years until November 17, 2018, and 30-day termination rights. The monthly rent amount is \$4,001.18 and shall be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions of lease remain unchanged and in effect; providing for an effective date.

PREVIOUS COUNCIL ACTION

On November 17, 2008, Ordinance No. 2008-O-225 was approved.

BACKGROUND

The Transportation Security Administration (TSA) is a federal agency that occupies office space at the Laredo International Airport passenger terminal. TSA is responsible for security screening relating to civil aviation, maritime and all other modes of transportation including transportation facilities.

The General Services Administration requests an amendment to extend the lease term until November 17, 2018 and revise the monthly rent amount to \$4,001.18. All other terms and conditions remain unchanged and in effect.

COMMITTEE RECOMMENDATION

On January 07, 2014, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited in the Airport Operations Fund.

Attachments

TSA Lease Agreement-ORD

TSA Lease Agreement-DOC

ORDINANCE NO. 2014-O-018

AUTHORIZING THE CITY MANAGER TO EXECUTE SUPPLEMENTAL LEASE AGREEMENT NO. 4 TO LEASE NO. GS-07B-15259 APPROVED BY ORDINANCE NO. 2002-O-325 DATED DECEMBER 16, 2002, AMENDED BY ORDINANCE NO. 2005-O-112 DATED MAY 16, 2005, AMENDED BY ORDINANCE NO. 2008-O-090 DATED MAY 5, 2008, AND FURTHER AMENDED BY ORDINANCE NO. 2008-O-225 WITH GENERAL SERVICES ADMINISTRATION FOR APPROXIMATELY 1,313 SQUARE FEET CONSTITUTING OFFICE SPACE OCCUPIED BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT. SAID SUPPLEMENTAL LEASE AGREEMENT NO. 4 EXTENDS THE LEASE TERM FIVE (5) YEARS UNTIL NOVEMBER 17, 2018, AND 30-DAY TERMINATION RIGHTS. THE MONTHLY RENT AMOUNT IS \$4,001.18 AND SHALL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX. ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve proposed Supplemental Lease Agreement No. 4 to Lease No. GS-07B-15259 approved by Ordinance No. 2002-O-325 dated December 16, 2002, amended by Ordinance No. 2005-O-112 dated May 16, 2005, amended by Ordinance No. 2008-O-090 dated May 5, 2008, and further amended by Ordinance No. 2008-O-225 with General Services Administration for approximately 1,313 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. Said Supplemental Lease Agreement No.4 extends the lease term five (5) years until November 17, 2018 and 30-day termination rights. The monthly rent amount is \$4,001.18 and shall be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions of the lease remain unchanged and in effect, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport.

WHEREAS, the Airport Advisory Board finds that said Supplemental Lease No. 4 is in the best interest of the Airport and recommends that the City Council approved the proposed lease; and

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

AN ORDINANCE BETWEEN THE CITY OF LAREDO AND GENERAL SERVICES ADMINISTRATION FOR
SUPPLEMENTAL LEASE AGREEMENT NO. 4

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

Section 1: That the City Manager be hereby authorized to execute Supplemental Lease Agreement No. 4 to Lease No. GS-07B-15259 approved by Ordinance No. 2002-O-325 dated December 16, 2002, amended by Ordinance No. 2005-O-112 dated May 16, 2005, amended by Ordinance No. 2008-O-090 dated May 5, 2008, and further amended by Ordinance No. 2008-O-225, with General Services Administration for approximately 1,313 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. Said Supplemental Lease Agreement No. 4 extends the lease term five (5) years until November 17, 2018 and 30-day termination rights. The monthly rent amount is \$4,001.18 and shall be adjusted annually according to changes in the Consumer Price Index. All other terms and conditions of the lease remain unchanged and in effect. Supplement Lease Agreement No. 4 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 _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. **GS-07B-15259**

ADDRESS OF PREMISES Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041-8801

THIS AGREEMENT, made and entered into this date by and between City of Laredo, Texas

whose address is City of Laredo
5210 Bob Bullock Loop Unit 1
Laredo, TX 78041-8801

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 18, 2013, as follows:

The purpose of this Lease Amendment No. 4 is to extend the term of the lease for a period of 60 months, to establish the annual rent, and to establish termination rights.

The lease is amended to extend the lease for a period beginning November 18, 2013 and ending November 17, 2018. The Government may terminate this lease in whole or in part at any time by giving at least 30 days notice in writing to the Lessor or upon acceptance of a new lease at the same location. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

The Government shall occupy 1,313 rentable square feet (1,313 usable square feet) and 0 surface/ 0 structured parking spaces.

The annual rent is \$52,934.83.

The shell rent is \$48,933.65.

The operating rent is \$4,001.18 and will be adjusted annually by CPI adjustments set forth in the lease.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: Carlos Villarreal

Name: _____

Title: City Manager

Title: Lease Contracting Officer

Entity Name: City of Laredo, Texas

GSA, Public Buildings Service

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Gustavo Guevara, Jr.

Title: City Secretary, City of Laredo, Texas

Date: _____

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-019 Amending Ordinance 2012-O-060 by including newly created voting precincts; making a minor adjustment to the common boundary of Council Districts V and VII to follow property lines; updating the descriptions of the Council Districts and Voting Precincts accordingly; providing for publication; and providing of an effective date.

PREVIOUS COUNCIL ACTION

Oon January 21, 2014 City Council Introduced this ordinance amendmen. The Districting Plan was originally approved by City Council on April 19, 2012 (Ordinance 2012-O-060) .

BACKGROUND

Subsequent to the adoption of the Voting Precincts and Council Districts, Webb County modified certain Voting Precincts and added new Voting Precincts. The modifications to and addition of Precincts affected the City Council Districts as it relates, not to population, but to the Voting Precincts in which residents vote. The previously approved Council Districts included an error, along a common District boundary line between Council Districts 5 and 7, splitting a residence. This amendment incorporates the new voting precincts and corrects the error between Districts 5 and 7.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends passage of the amendment.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?: n
Source of Funds: N/A
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Amending Ordinance 2012-O-060 by including newly created voting precincts; making minor adjustment to the common boundary of Council Districts 5-7

ORDINANCE 2014-O-019

AMENDING ORDINANCE 2012-O-060 BY INCLUDING NEWLY CREATED VOTING PRECINCTS; MAKING A MINOR ADJUSTMENT TO THE COMMON BOUNDARY OF COUNCIL DISTRICTS V AND VII TO FOLLOW PROPERTY LINES; UPDATING THE DESCRIPTIONS OF THE COUNCIL DISTRICTS AND VOTING PRECINCTS ACCORDINGLY; PROVIDING FOR PUBLICATION; AND PROVIDING OF AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Laredo adopted a Districting Plan on April 19, 2012 (Ordinance 2012-O-060); and

WHEREAS, subsequent to the adoption of the Voting Precincts and Council Districts, Webb County modified certain Voting Precincts and added new Voting Precincts; and

WHEREAS, the modifications to and addition of Precincts affected the City Council Districts as it relates, not to population, but to the Voting Precincts in which residents vote; and

WHEREAS, the previously approved Council Districts included an error, along a common District boundary line between Council Districts 5 and 7, splitting a residence; and

WHEREAS, the City Council now desires to include the modified and new precincts within the City Council Districts and correct the boundary error between Districts 5 and 7; and

WHEREAS, the Laredo City Council has also considered the following criteria in equalizing the population in each commissioner precinct:

1. Districts are of equal population size given the limitations imposed by the 14th Amendment of the United States Constitution and 42 USC § 1983. No more than a 10% top to bottom deviation.
2. Districts must comply with Sections 2 and 5 of the Federal Voting Rights act, 42 USC § 1973, as amended and the Texas State Equal Rights Provisions. Single member districts must be submitted to and approved by the United States Attorney General, Voting Section, Washington D.C. pursuant to federal regulations before election can be legally conducted.
3. Districts are comprised of compact and contiguous geographic areas given the limitations imposed by the non-compactness of the jurisdiction. (COMAPCTNESS and CONTIGUOUSNESS FACTORS)
4. Other considerations include:
 - a. identifiable geographic features for boundaries;
 - b. existing voting precinct boundaries

- c. integrity of political subdivisions and communities;
- d. protection of incumbency; and

WHEREAS, the Laredo City Council wishes to comply with the federal and state laws protecting the citizens right to vote; and

WHEREAS, this amendment describes the revised districts encompassing the voting precinct boundaries as defined by the Commissioners of Webb County, Texas and as further provided by the Texas Election Code.

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

Section 1: The plan as modified and adopted by the City Council upon final reading on April 19, 2012, including Exhibit A (map of City Council Districts), Exhibit B (map of voting precincts a adopted by Webb County) and Exhibit C (description of voting precincts), each of which is included herein by reference as if set out in full for all intents and purposes, be and hereby is amended and the eight (8) electoral districts for the municipal elections in the City of Laredo shall be as follows:

CITY COUNCIL DISTRICT I

City Council District I shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo at the northwest corner of Webb County Precinct 252, that being a point where the intersection of the centerline of the Jaime Zapata Memorial Highway Spur 260 intersects with the centerline of Ejido Avenue, for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the western boundary of Webb County Voting Precinct 252 and that portion of the west boundary of Webb County Precinct 133, that being along the centerline of Ejido Avenue to the its intersection with the centerline of Lomas Del Sur (a/k/a Southgate Blvd.), for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Lomas Del Sur Blvd. (a/k/a Southgate Blvd.) and being the north boundary of Webb County Voting Precinct 133 to the northwest corner of said precinct for a point of deflection of this tract;

THENCE, in a southerly direction along the west boundary of Webb County Precinct 133 (being the centerline of U.S. Highway 83) and continuing south along the west boundary of Webb County Precinct 154 to the centerline of the intersection of U.S. Highway 83 and Mangana Hein Road, that being the southeastern city limits as per the U.S. Census Boundary of April 2010, for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Mangana Hein Road, that being the southeastern city limits as per the U.S. Census Boundary of April 2010, for the southeast corner of this tract;

THENCE, in a northerly direction along the east boundary of city limits as per the U.S. Census Boundary of April 2010, and its meanders, to a point where the west boundary of Webb County Precinct 133 intersects with the southern right-of-way line of Wormser Road for a point of deflection of this tract;

THENCE, northwest along the southern right-of-way line of Wormser Road to the its intersection with the eastern right-of-way boundary of Ejido Avenue;

THENCE, north approximately 63 feet to a point of deflection southeast along the northern right-of-way line of Wormser Road;

THENCE, in a southeasterly direction along the northern right-of-way line of Wormser Road to the centerline of a creek (minor unnamed tributary of Chacon Creek) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of said creek (minor unnamed tributary of Chacon Creek) to a point where said creek intersects with the boundary of Webb County voting precinct 231;

THENCE, east along the southern boundary line of Webb County voting precinct 231 (being the boundary line between the Webb County voting precinct line 231 and 227) to a point at which it intersects with the centerline of Concord Hills Blvd. for a point of deflection;

THENCE, in a northerly direction along the east boundary of Webb County Precinct 231 (also being the centerline of Concord Hills Blvd.) to the northeast corner of said precinct (said northeast corner also being the centerline of the intersection of Concord Hills Blvd. and State Highway 359) for the northeast corner of this tract;

THENCE, in a northwesterly direction along the centerline of State Highway 359 to a point where said centerline intersects with the centerline of the Jaime Zapata Memorial Highway Spur 260, for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of the Jaime Zapata Memorial Highway Spur 260 (also being the northwest boundary of Webb County Voting Precincts 231 and north boundary of 252) to the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts [~~and 231 and portions of Precincts~~]133, 154, 231, 252 and 268.

CITY COUNCIL DISTRICT II

City Council District II shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo at the northwestern corner of Webb County Precinct 122, that being a point where the centerline of North Arkansas Avenue intersects with the centerline of Gustavus Street, for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of North Arkansas Avenue to a point where the centerline of North Arkansas Avenue intersects with the north boundary of Webb

County Precinct 124, that being the centerline of Market Street, for a point of deflection of this tract;

THENCE, in an easterly direction along the north boundary of Webb County Precinct 124, that being the centerline of Market Street, to where to the north boundary of said precinct intersects with the west boundary of Webb County Precinct 125, that being Ejido Avenue, for a point of deflection of this tract;

THENCE, in a southerly direction along the west boundary of Webb County Voting Precinct 125, that being the centerline of Ejido Avenue, to a point where the centerline of Ejido Avenue intersects the centerline of Chacon Creek;

THENCE, following the centerline of Chacon Creek south and then west until the centerline of Chacon Creek intersects the centerline of U.S. Highway 83 (a/k/a Zapata Highway) for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of U.S. Highway 83 (also being the west boundaries of Webb County Precincts 129 and 130) to its intersection with the southwest corner of Webb County Precinct 130 for the southwest corner of this tract;

THENCE, in an easterly direction along the south border of Webb County Precinct 130 to the southeast corner of said precinct, that being the point where the centerline of Lomas Del Sur Boulevard intersects the centerline of Ejido Avenue, for the southeast corner of this tract;

THENCE, in a north direction along the east boundaries of Webb County Precincts 130 and 129, that being the centerline of Ejido Avenue, to a point where the centerline of Ejido Avenue intersects the centerline of the Jaime Zapata Memorial Highway Spur 260;

THENCE, in a northeast direction along the centerline of the Jaime Zapata Memorial Highway Spur 260, to its intersection with the centerline of State Highway 359;

THENCE, east following the centerline of State Highway 359 to its intersection with the centerline of Concord Hills Blvd.;

THENCE, south along the centerline of Concord Hills Blvd. to its intersection with the boundary of Webb County voting precinct 231;

THENCE west along the boundary of Webb County voting precinct 231 to a point where it intersects with the centerline of a minor unnamed tributary of Chacon Creek;

THENCE, south along the centerline of the unnamed tributary of Chacon Creek to its intersection with the City Limits of the City of Laredo (being the north boundary line of the Wormser Road right-of-way) as per the U.S. Census Boundary of April 2010;

THENCE, following the City Limits of the City of Laredo in an easterly direction to a point of deflection north to the north east corner of an approximate 18.2416 acre tract (which is common with the City Limits of the City of Laredo being annexation 2003-O-306);

THENCE, west along said tract (common with the City Limits of the City of Laredo being annexation 2003-O-302) to a point of deflection north approximately 913 feet (following the City Limits of the City of Laredo being annexation 2003-O-302) to a point of deflection east approximately 914 feet along the City Limits of the City of Laredo to a point of deflection north to the southern r-o-w line of the Kansas City Southern Railroad (following the City Limits of the

City of Laredo being annexation 2003-O-302) to a point of deflection west along the Kansas City Southern right-of-way to its intersection with the east right-of-way line of Judith Gutierrez Parkway (following the City Limits of the City of Laredo being annexation 2003-O-302);

THENCE, south along the eastern right-of-way of Judith Gutierrez Parkway and continuing along the City Limits line as established by Ordinance 2003-O-302;

THENCE, continuing south, then west, then north and then west and then south along the City limits line as established by Ordinance 2003-O-302 and continuing south along the City limit line established by Ordinance 2003-O-306 to the its intersection with the north right-of-way of State Highway 359 also being City Limits as per annexation 2003-O-306;

THENCE, west following the north right-of-way line of State Highway 359 (as established by Ordinance 2003-O-306) to a point of deflection north, being the eastern boundary of Serrano Road (as established by Ordinance 2003-O-306), then east along the northern boundaries of County Road 1231 along the City Limits line as established by annexation 2005-O-328 to a point of deflection north as per said annexation to its intersection with the City Limits line as established by annexation 2006-O-350;

THENCE, east, north, west (along the Kansas City Southern right-of-way) then south, then east then south to its intersection with the City Limits line as established by annexation 2005-O-328 and continuing south to a point of deflection east and also being the intersection with the City Limits line as established by Ordinance 2003-O-306, continuing south, then west to its intersection with the City Limits as established by 2007-O-256 then continuing north, west to its intersection with the property line of the City of Laredo landfill and the intersection with the City Limit line as established by 97-O-307;

THENCE, north, west, south (around the landfill property) then west until it intersects with and continues along the City Limits line as established in Ordinance 2005-O-324 and 2005-O-323;

THENCE, north along the City Limits line as established by Ordinance 97-O-307 then west to its intersection with the City Limits line as established by Ordinance 2005-O-322 and continuing along the City Limits line established by 2005-O-322 to its intersection with the City Limits line as established by 95-O-291 west to its intersection with the City Limits line as established by annexation Ordinance 94-O-268 then continuing north, west and south along the City Limits line as established by annexation Ordinance 2004-O-310 to the City limit as established by annexation ordinance 2004-O-309 and continuing along the City limit line west to the intersection with the City Limits line as established by annexation ordinance 98-O-341 then north (crossing the Kansas City Southern r-o-w) to a point of deflection east along the City Limit lines as established in annexation Ordinances 2001-O-288 and 2001-O-286 then north to the City Limits line as established by annexation Ordinance 2001-O-311, then east, north to the City Limit line as established by 2005-O-320, then east, north, west to the City Limit line as established by annexation Ordinance 2001-O-311, then north, east and north to the northeast corner of the Killam Ponderosa Tract (annexation Ordinance No. 200-O-311) for a point of deflection;

THENCE, in a westerly direction along the north boundary of the Killam Ponderosa Tract (annexation Ordinance No. 2000-O-311) to the northwest corner thereof, then south along the eastern boundary of the Ponderosa Hills subdivision (and former city limits line) to its

intersection with the centerline of Fairfield Drive to a point of deflection west along the centerline of Fairfield Drive to where the centerline of Fairfield Drive intersects with the centerline of Bob Bullock Loop 20 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Bob Bullock Loop 20 to a point where the centerline of Bob Bullock Loop 20 intersects with the centerline of Clark Boulevard (Spur 400) for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Clark Boulevard to a point where the centerline of Clark Boulevard intersects with Ejido Avenue for a point of deflection for this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects with the centerline of Gustavus Street, for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Gustavus Street to the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts 125, 129, 130, 164, 227 and 266 [~~and portions of Precincts 122, 226, and 227~~].

CITY COUNCIL DISTRICT III

City Council District III shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo at the northwestern corner of Webb County Precinct 215 (being the a point at the intersection of the centerlines of Gustavus and Sanders) for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, south along the centerline of Sanders Ave. to its intersection with the centerline of Fremont St., then east along the centerline of Fremont St. to the intersection with the centerline of Marcella Ave.;

THENCE, south along the centerline of Marcella to its intersection with the centerline of Garfield St., to a point of deflection east along the centerline of Garfield St. to its intersection with the centerline of Maryland Ave. to a point of deflection south along the centerline of Maryland Avenue to its intersection with Market St.;

THENCE, west along the centerline of Market St. to its intersection with the centerline of Zacate Creek for a point of deflection south along the centerline of Zacate Creek south to its intersection with the International Boundary between the United States and Mexico for a point of deflection south following the International Boundary to the intersection of the City Limits of the City of Laredo (as established by annexation Ordinance 99-O-350) and the City Limits of Rio Bravo east across U.S. Highway 83 to a point approximately 500 feet from the centerline of U.S. Highway 83 to a point of deflection north following the eastern boundary of the City Limits line as established by annexation Ordinance 99-O-350 to its intersection with the centerline of Mangana Hein Road for a point of deflection west to the centerline of U.S. Highway 83;

THENCE, north along the centerline of U.S. Highway 83 to the centerline of Chacon Creek to a point of deflection east along the centerline of Chacon Creek to the intersection of the centerline of Chacon Creek and Ejido Ave. for a point of deflection north along the centerline of Ejido Ave.

to the its intersection with the centerline of Market St. for a point of deflection west along the centerline of Market St. to its intersection with the centerline of Arkansas Ave. for a point of deflection north;

THENCE, continuing along the centerline of Arkansas Ave. to its intersection with the centerline of Gustavus St. for a point of deflection west along the centerline of Gustavus to the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts 122, 124, 128, 132, 215, 221, 417[.] and 423[~~-and portions of Precincts 122 and 154~~].

CITY COUNCIL DISTRICT IV

Council District No. 4 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Sanders Avenue intersects the centerline of Gustavus Street for the southwest corner and **POINT-OF-BEGINNING** of this tract and the southwest corner of voting precinct 413;

THENCE, in an easterly direction along the centerline of Gustavus Street and continuing along the southern boundaries of Webb County Precinct Nos. 413, 218, 219 and 220 to a point where the centerline of Gustavus Street intersects the centerline of Ejido Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Clark Blvd. (Spur 400) for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Clark Blvd. to a point where the centerline of Clark Blvd. intersects the centerline of Loop 20 (Bob Bullock Loop) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of said Loop 20 (Bob Bullock Loop) to a point where the centerline of Loop 20 (Bob Bullock Loop) intersects the centerline of US Highway 59 (Saunders Ave.) for a point of deflection of this tract and the northeast corner of this tract and the northeast corner of Precinct 226;

THENCE, in a westerly direction along the centerline of U.S. Highway 59 and continuing along the northern boundaries of Webb County Precinct Nos. 226, 220 and 219 to a point where the centerline of US Highway 59 intersects the centerline of Bartlett Avenue for a point of deflection of this tract and the southeast corner of Precinct 351, the northwest corner of Precinct 219 and the northeast corner of Precinct 218;

THENCE, in a northerly direction along the centerline of Bartlett Avenue along the eastern boundary of Precinct 351 to a point where the centerline of Bartlett Avenue intersects the centerline of Pappas Street for the northeast corner of this tract and the northeast corner of Precinct 351 ;

THENCE, in a westerly direction along the centerline of Pappas Street to a point where the centerline of Pappas Street intersects the centerline of Cherry Hill Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Cherry Hill Drive to a point where the centerline of Cherry Hill Drive intersects the centerline of Bustamante Street for a point of deflection of this tract;

THENCE, in westerly direction along the centerline of Bustamante Street to a point where the centerline of Bustamante Street intersects the centerline of Meadow Avenue for a point of deflection of this tract;

THENCE, in northerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects to the original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), said line located along the centerline of a concrete drainage channel for a point of deflection of this tract;

THENCE, in northwesterly direction along the original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), said line located along the centerline of a concrete drainage channel to a point where said line located along the centerline of the concrete drainage channel intersects the centerline of Marcella Avenue and the northwest corner of Precinct 311;

THENCE, in a southerly direction along the centerline Marcella Avenue, following the western boundary of Webb County Precinct No. 311 to a point where the centerline of Marcella Avenue intersects the centerline of Eistetter Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Eistetter Street to a point where the centerline of Eistetter Street intersects the centerline of East San Francisco Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of East San Francisco Avenue to where the centerline of East San Francisco Avenue intersects the centerline of Taylor Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Taylor Street to where the centerline of Taylor Street intersects the centerline of Zacate Creek for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Zacate Creek to where the centerline of Zacate Creek intersects the centerline of Saunders Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Saunders Street to a point where the centerline of Saunders Street intersects the centerline of East San Francisco Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of East San Francisco Avenue to where the centerline of East San Francisco Avenue intersects the centerline of Elm Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Elm Street to where the centerline of Elm Street intersects the centerline of Valencia Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Valencia Avenue to where the centerline of Valencia Avenue intersects with the centerline of Lyon Street;

THENCE, continuing past Lyon Street in a southerly direction in a straight line projecting from the centerline of Valencia Avenue until such point where said straight line meets the centerline of San Leonardo Street;

THENCE, continuing in a southerly direction along the centerline of San Leonardo Street to a point where the centerline of San Leonardo Street intersects with the centerline of Clark Boulevard for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Clark Boulevard to where the centerline of Clark Boulevard intersects with the centerline of Sanders Avenue for a point of deflection;

THENCE, south along the centerline of Sanders Ave. to its intersection with the centerline of Gustavus street for the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts 218, 219, 220, 226, 311, 312, 351, 363 and 413-~~[and portions of Precincts 226, 310 414 and 453]~~.

CITY COUNCIL DISTRICT V

City Council District V shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Del Mar Blvd intersects with the centerline of Bob Bullock Loop (Loop 20), for the **POINT-OF-BEGINNING** of this tract;

THENCE, continuing in a westerly direction, respectively, along the northernmost boundary of Webb County Voting Precincts 239, 340, and 341 to a point where said boundary intersects with the centerline of Springfield Ave. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Springfield Ave[~~and the western~~] also being the common boundary line [boundaries of the] Webb County Voting Precincts [341 and part of] 308 and 309 to a point [north] south [of north] of Gale St. and [south of Breeze Ct. for a point of deflection of this tract] being the projection of the property line of Block 18, Lot 329, Hillside Terrace Unit 5 (also being the south property line of Block 1, of the Springfield Acres Plat) east to the centerline of Springfield Ave.;

THENCE, west along the northern property line of Block 18, Lot 329, Hillside Terrace Unit 5 Amended to its intersection with northeast corner of Block 16, Lot 316, Hillside Terrace Unit 4 and (also being the northwest corner of Block 18, lot 329, Hillside Terrace Unit 5 Amended)

THENCE, in a southerly direction along the common property line or Block 18, Lot 329, Hillside Terrace Unit 5 Amended and Block 16, Lot 316, Hillside Terrace Unit 4 to its intersection with the property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4;

THENCE, in a south westerly direction along the common property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4 east to its intersection with the centerline of Arizona Cir.

~~THENCE, in a southwesterly direction to a point where said line intersects with the centerline of Arizona Cir. For a point of deflection of this tract;~~

THENCE, in a southerly direction along the centerline of Arizona Cir. to a point where the centerline of Arizona Cir. intersects the centerline of Arizona Loop for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Arizona Loop to a point where the centerline of Arizona Loop intersects the centerline of Alabama Ave. for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Alabama Ave. to a point where the centerline of Alabama Ave. intersects with the centerline of E. Mayberry St. for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of E. Mayberry St. to a point where the centerline of E. Mayberry St. intersects with the centerline of Clark Middle School faculty parking lot/drive way for a point of deflection of this tract;

THENCE, in a southerly and meandering direction along the Clark Middle School faculty parking lot/drive way and along Clark Elementary School faculty parking lot/drive way intersects with the centerline of Hillside Rd. and the northern boundary of Webb County Voting Precincts 360 for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Hillside Rd. and the northern boundary of Webb County Voting Precinct 360 to a point where said line intersects with the centerline of IH 35 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of IH 35 and the westerly boundary of Webb County Voting Precinct 360 to a point where the centerline of IH 35 and the westerly boundary of Webb County Voting Precinct 360 intersects with the northwesterly boundary of Webb County Voting Precinct 310 for a point of deflection of this tract;

THENCE, in a easterly direction along the northwesterly boundary of Webb County Voting Precinct 310 where said line intersects with the centerline of San Dario Ave. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of San Dario Ave. to a point where the centerline of San Dario Ave. intersects with the centerline of the drainage canal located north of Ortiz St. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of the drainage canal located north of Ortiz St. to a point where the centerline of the drainage canal intersects with the centerline of San Francisco Ave. west of Zacate Creek for a point of deflection of this tract;

THENCE, a southerly direction along the centerline line of San Francisco Ave west of Zacate Creek to a point where the centerline of San Francisco Ave. intersects with the centerline line of Chicago St. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline line of Chicago St. to a point where the center line of Chicago St. crosses over Zacate Creek and intersects with the centerline of Taylor St. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of San Francisco Ave east of Zacate Creek to a point where the centerline of San Francisco Ave. intersects with the centerline of W. Eistetter St. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of W. Eistetter St to point where the center line of Eistetter St. intersects with the centerline of Marcella Ave and the western boundary of Webb County Voting Precinct 311 for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Marcella Ave and the easterly boundary of Webb County Voting Precinct 310 to a point where said line intersects with the centerline of the drainage canal located north of Allende St. for a point of deflection of this tract;

THENCE, in a easterly and meandering direction along the drainage canal and the southerly boundary of Webb County Voting Precinct 309 to a point where said line intersects with the centerline of Meadow Ave. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Meadow Ave. and the south westerly boundary of Webb County Voting Precinct 239 to a point where the centerline of Meadow Ave. intersects with the centerline of Bustamante St. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline line of Bustamante St. and the southerly boundary of the Webb County Voting Precinct 239 to a point where the centerline of Bustamante St. intersects with the centerline of Cherry Hill Dr. for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Cherry Hill Dr. and the south easterly boundary of the Webb County Voting Precinct 239 to a point where the centerline of Cherry Hill Dr. intersects with the centerline of Pappas St for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Pappas St and the southerly boundary of the Webb County Voting Precinct 239 to a point where the centerline of Pappas St. intersects with the centerline of Bartlett Ave. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Bartlett Ave. and the south west boundary of the Webb County Voting Precinct 239 to a point where the centerline of Bartlett Ave. intersects with the centerline of Saunders St (US Highway 59) for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Saunders St. (US Highway 59) and the southern boundary of Webb County Voting Precinct 239 to a point where the centerline of Saunders (US Highway 59) intersects with the centerline of the access road of Bob Bullock **Loop** (Loop 20) for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Bob Bullock Loop (Loop 20) and the westerly boundary of the Webb County Voting Precinct of 227 to a point where the centerline of Bob Bullock Loop (Loop 20) intersects with the centerline of Fairfield Dr. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Fairfield Dr. to a point where the centerline of Fairfield Dr. intersects with the eastern boundary of Ponderosa Hills Subdivision Unit 1 for a point of deflection of this tract;

THENCE, in a north direction along the eastern boundary of Ponderosa Hill Subdivision Unit 1 and continuing north along the eastern boundary of Towne East Subdivision Phase IV for a point of deflection of this tract;

THENCE, in a easterly direction along the northern boundary of annexation Ordinance 2000-O-311 (Killam Ponderosa Tract) and continuing east along the southern boundary of the K.Q.C. Subdivision Plat and the annexation Ordinance 95-O-286 (K.Q.C. Tract) and continuing east along the southern boundary of the Al Barrera Subdivision Plat and the annexation Ordinance 94-O-265 (Barrera Tract 10) and continuing along the Barrera annexation to a point with said line intersects with the annexation boundary of 85-O-177 (East Laredo Tract 1) for a point of deflection of this tract;

THENCE, in a easterly direction along the annexation boundary of 85-O-177 (East Laredo Tract 1) to a point where said line intersects with the annexation boundary Ordinance 93-O-100 (Ramos I) that being the eastern boundary of Woodland P.U.D Subdivision Phase I Amended and continuing along the annexation boundary to a point where said line intersects with the annexation boundary of Ordinance 95-O-287 (UISD Tract) for a point of deflection of this tract;

THENCE, in a southerly direction along the annexation boundary of annexation Ordinance 95-O-287 (UISD Tract) and continuing south, then east, then, north along the annexation boundary of Ordinance 2005-O-321 (Hurd Ranch 1 Tract) for a point of deflection of this tract;

THENCE, in a east, north, east, north and then west direction along the annexation boundary Ordinance 2006-O-352 (Hurd Tract) to a point where said line intersects annexation boundary Ordinance 96-O-208 (Ramos Tract) for a point of deflection of this tract;

THENCE, in a north, east, then north direction along the annexation boundary Ordinance 96-O-208 (Ramos Tract) to a point where said line intersects with annexation boundary Ordinance 93-O-101 (Ramos 2 Tract) and continuing north, and then west along said boundary to a point where said line intersects annexation boundary 85-O-177 (East Laredo Tract 1) for a point of deflection of this tract;

THENCE, in a northeastern, then western along the annexation boundary of 85-O-177 (East Laredo Tract 1) to a point where said line intersects annexation boundary Ordinance 2001-O-292 (Lake/LIFE Downs Tract) for a point of deflection of this tract;

THENCE, along the eastern boundary of the Webb County Road and Bridge Subdivision Plat and that being the boundary of annexation Ordinance 2001-O-292 (Lake/LIFE Downs Tract) and continuing along said annexation tract the northern boundary of State Casa Blanca Park to a point where said annexation boundary intersects the 1960 Northern Addition Annexation (The eastern boundary of Lot 2, Block 1, Laredo International Airport Passenger Terminal Plat) for a point of deflection of this tract;

THENCE, in northern direction along the eastern boundary of the 1960 Northern Addition Annexation that being the eastern boundary of Lot 2, Block 1, , Laredo International Airport Passenger Terminal Plat and along the eastern boundary of the Texas Army National Reserve to a point where said line intersects with the annexation Ordinance 94-O-264 (Jacaman Tract) for a point of deflection of this tract;

THENCE, in a southeastern, then meandering along the Lake Case Blanca, then north, then west direction along the annexation boundary of Ordinance 94-O-264 (Jacaman Tract) to a point

where said line intersects with annexation boundary 93-O-093 (Laredo State University) for a point of deflection of this tract;

THENCE, in a northeastern direction along the annexation boundary Ordinance 93-O-093 (Laredo State University) to point where said line intersects the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) for a point of deflection of this tract;

THENCE, in a northwesterly direction along the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) to a point where the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) intersects with the centerline of Del Mar Boulevard (formerly known as San Ignacio Rd. and Casa Verde Rd.) for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of the Del Mar Boulevard (formerly known as San Ignacio Rd. and Casa Verde Rd.) to a point where the centerline of Del Mar Boulevard (formerly known as San Ignacio Rd. and Casa Verde Rd.) intersects with the centerline of Bob Bullock Loop (Loop 20) the **POINT-OF-BEGINNING**.

This Council District includes all of the Voting Precincts 239, 255, 267, 309, 310, 340, 341, 360, and 361~~[portions of Precincts 227, 239, 255, 308, and 310]~~.

CITY COUNCIL DISTRICT VI

City Council District VI shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the southwest corner of the Webb County Voting precinct 359, that being the point where the centerline of I.H. 35 meets with the imaginary centerline of International Blvd. for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of International Blvd. and that being the southern boundary of the Webb County Voting Precinct 359 to a point where the centerline of International Blvd. intersects with the centerline of Curly Lane for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Curly Lane and that being the northeastern boundary of Webb County Voting Precinct 343 to a point where the centerline of Curly Lane intersects with the centerline of Amador Salinas Dr. for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Amador Salinas Dr. to a point where the centerline of Amador Salinas Dr. intersects with the centerline of Grove Ave. for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Grove Ave and that being the easterly boundary of Webb County Voting Precinct 343 to a point where the centerline of Grove Ave. intersects with the centerline of Villastrigo St. for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Villastrigo St. to a point where the centerline of Villastrigo St. intersects with the centerline of Live Oak Ave. for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Live Oak Ave. to a point where the centerline of Live Oak Ave. intersects with Antonia St. for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Antonia St. to a point where the centerline of Antonia St. intersects with the centerline of Broadcrest Dr. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Broadcrest Dr. and that being the southwest corner of Webb County Voting Precinct 343 to a point where the centerline of Broadcrest Dr. intersects with the centerline of Del Mar Blvd. for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Del Mar Blvd and that being the southern boundaries of Webb County Voting Precincts 343 and 344 to a point where the centerline of Del Mar Blvd. intersects with the centerline of Bob Bullock Loop (Loop 20) for a point of deflection of this tract;

THENCE, in a northeasterly along the centerline of Del Mar Blvd approximately 938' from the centerline of Bob Bullock Loop (Loop 20) to a point where the City of Laredo city limits annexation Ordinance # 93-0-213 (Villarreal Tract) intersects with Del Mar Blvd. for a point of deflection of this tract;

THENCE, in a northwesterly direction along the City of Laredo city limits (Ordinance # 93-0-213(Villarreal Tract) to a point where said line intersects with City of Laredo city limits annexation Ordinance # 92-0-028 (Winfield Division) for a point of deflection of this tract;

THENCE, in a northeasterly direction along city limits annexation Ordinance # 92-0-028 (Winfield Division) to point where it intersects with city limits annexation Ordinance 2007-0-255 (Killam Ranch Properties Ltd) for a point of deflection of this tract;

THENCE, in a southeasterly direction along city limits annexation Ordinance 2007-0-255 (Killam Ranch Properties Ltd) to a point north of Del Mar Blvd (formerly known as San Ignacio Rd and Casa Verde Rd) for a point of deflection of this tract;

THENCE, in a northeast direction approximately 2,169' along the southern boundaries of annexation Ordinance 2007-O-255 boundary along County Road 311 to a point of deflection of this tract;

THENCE, in a northwesterly direction approximately 986' along the annexation boundary established with annexation Ordinance 2007-O-255 (Killam Ranch Properties Ltd) to a point where said line interests with annexation Ordinance 2008-O-261 (Killam Quiote Tract) for a point of deflection of this tract;

THENCE, in a north, northwest, west, north, east, north and south west direction along the eastern boundary of annexation Ordinance 2008-O-261 (Killam Quiote Tract) to a point where said line intersects with annexation Ordinance 95-O-283 for a point of deflection of this tract;

THENCE, in a northwesterly, then southwesterly direction along the annexation boundary of annexation Ordinance 95-O-283 to a point where said line intersects with annexation Ordinance 2007-O-261 (Daughters of Mary Help Tract) for a point of deflection of this tract;

THENCE, in a northwesterly, then southwesterly direction continuing until it intersects with annexation Ordinance 98-O-334, then in a northwesterly direction to a point where said line intersects with annexation Ordinance 2005-O-319 (San Isidro Northeast Tract) for a point of deflection of this tract;

THENCE, in a northeasterly, northwesterly, then south west direction along the annexation boundary of 2005-O-319 (San Isidro Northeast Tract) to a point where said annexation boundary intersects with annexation boundary 2007-O-254 (Killam Charco Tract) for a point of deflection of this tract;

THENCE, in a north, then west, then south direction along the annexation boundary of 2007-O-254 (Killam Charco Tract) to a point where said boundary intersects annexation boundary 2006-349 (UISD Tract) for a point of deflection of this tract;

THENCE, in a west, then south direction along the annexation boundary of 2006-O-349 (UISD Tract) to a point where said annexation boundary intersects annexation boundary 99-O-345 (San Isidro Tract) for a point of deflection of this tract;

THENCE, in a south west direction along the annexation boundary of 99-O-345 (San Isidro Tract) and continuing in a south west direction along annexation boundary 93-O-098 to a point where said line intersects annexation boundary 88-O-059 (Area II Tract) for a point of deflection of this tract;

THENCE, in a northeast direction along the annexation boundary of annexation Ordinance 88-O-059 (Area II Tract) 500' east from the centerline of I.H. 35 to a point where said line intersects annexation boundary 90-O-215 (Killam Oil Tract) and continuing along annexation boundary to a point where said line intersects with annexation boundary 97-O-316 to a point where said line intersects with annexation boundary 90-O-216 (Union Pacific Railroad Tract) for a point of deflection of this tract;

THENCE, in a east, then north, then west direction along the annexation boundary of annexation Ordinance 90-O-216 (Union Pacific Railroad Tract) to a point where said line intersects with annexation boundary 93-O-254 (I.H. 35 Killam Tract) for a point of deflection of this tract;

THENCE, in a north, then west, then north direction along the east boundary of annexation Ordinance 93-O-254 (I.H. 35 Killam Tract) to a point where said line intersects with annexation boundary 98-O-088 (Unitec Tract) for a point of deflection of this tract;

THENCE, in a north east direction along the annexation boundary of 98-O-088 (Unitec Tract) a distance of approximately 6,415' for a point of deflection of this tract;

THENCE, in a northwest, then west, the, north, then west, then north along the annexation boundary of 98-O-088 (Unitec Tract) to a point where said line intersects with annexation boundary 97-O-313 (Unitec Tract 1) and continuing along annexation boundary 97-O-313 (Unitec Tract 1) to a point where said line intersects with annexation boundary 98-O-088 (Unitec Tract) for a point of deflection of this tract;

THENCE, along the annexation boundary of 98-O-088 (Unitec Tract) in a north east, then along the western boundary of the Uniroyal Goodrich / Mercedes-Benz Testing Grounds, then in a northern direction, then in a southwesterly direction where said line intersects with the western R.O.W boundary of Union Pacific Rail Road for a point of deflection of this tract;

THENCE, in a southerly direction along the western boundary of the Union Pacific Rail Road R.O.W and the annexation 98-O-088 (Unitec Tract) and continuing along annexation 97-O-313 (Unitec Tract 1) to a point where said line intersects with annexation 97-O-316 (IH 35 Tract 1) for a point of deflection of this tract;

THENCE, in a northwest direction along the annexation boundary of 97-O-316 (IH 35 Tract 1) to a point where said line intersects with the centerline of I.H.35 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of I.H.35 to a point in the City of Laredo where the southwest corner of the Webb County Voting precinct 359, that being the point where the centerline of I.H. 35 meets with the imaginary centerline of International Blvd. and the **POINT-OF-BEGINNING**.

This Council District includes all of the Voting Precincts 343, 344, 345, 349, 356, and 359[~~-and a portions of Precincts 349~~].

CITY COUNCIL DISTRICT VII

City Council District VII shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the eastern projection of the centerline of Markley Lane intersects with the centerline of the International Boundary between the United States and Mexico at the Rio Grande River, and its meanders, for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, north following the International Boundary Line between the United States and Mexico along the Rio Grande River to the intersection of the western boundary of the City Limits as established by annexation Ordinance 92-O-068 (also being the western boundary of the La Bota Tract) to point of deflection north and continuing along the City Limit Boundary as established by annexation Ordinance 93-O-097 (western boundary of said annexation) and continuing in northerly direction then westerly direction along the City Limit Boundary as established by annexation Ordinance 93-O-212 being the western and northern boundary of the Ruhlman Tract) to its intersection with the City Limit line as established by annexation Ordinance 88-O-59 (also being approximately 500 feet from the centerline of F.M. 1472);

THENCE, northwest following the City Limit line as established by annexation Ordinance 88-O-59 (also being approximately 500 feet from the centerline of F.M. 1472) to its intersection with the City Limit line as established by annexation Ordinance 98-O-327 (being the southeast corner of the Pico Ranch Tract) to a point of deflection;

THENCE, following the boundaries of the City Limit line as established by annexation Ordinance 98-O-327 (to the Rio Grande, north then east) to the intersection with the City Limit line as established by annexation Ordinance 90-O-241 to a point of deflection;

THENCE, northwest along the City Limit line as established by annexation Ordinance 90-O-241 (and being approximately 500 feet south of the centerline of FM 1472) to point of deflection south as per annexation Ordinance 2001-O-290 (being the east boundary of the Flores Tract);

THENCE, following the established city limit boundary as per Ordinance 2001-O-290 to a point of deflection along the City Limit boundary line as set out in annexation Ordinance 90-O-241 west;

THENCE, to a point along the City Limit boundary as it intersects with the City Limit line as established by annexation Ordinance 2010-O-88 (being the northeast corner of the Laredo Golf Course Tract) and continuing along the boundary of said annexation (being around the Laredo Golf Course Tract) to its intersection with the City Limit boundary as set forth in annexation Ordinance 91-O-046 (also being the northwest corner of the Laredo Golf Course Tract) to a point of deflection west;

THENCE, west northwest along the City Limit boundary (approximately 500 feet south of the centerline of FM 1472 and paralleling it) as per annexation Ordinance 91-O-46 and 91-O-170 to a point of deflection west southwest to its intersection with City Limit boundary as established by annexation Ordinance 2001-O-294 (northeast corner of the Colombia Bridge Tract) to its intersection with the City Limit boundary as established by annexation Ordinance 2001-O-170 to the International Boundary between the United States and Mexico west northwest and then east northeast and following the City Limit boundary until it intersects with the City Limit line as established by annexation Ordinance 2000-O-39 (the south east corner of the Dolores Ranch Tract) and continuing following the City Limit boundary around the Dolores Ranch Tract until it intersects with the City Limit boundary as set forth in annexation Ordinance 91-O-170 (paralleling at approximately five hundred feet south of the centerline of F.M. 1472) to a point of deflection northeast;

THENCE, following the City Limit boundary as set forth in annexation Ordinance 91-O-170 to a point of deflection south southeast along the same City Limit boundary until it crosses State Toll road 255 and intersects with the City Limit boundary as set forth in annexation Ordinance 2007-O-52 and around said Ed-Sal Investments Tract to resume its course along the southeastern City Limit boundary as established by Ordinance 91-O-170 to its intersection with the City Limit boundary line as set forth in annexation Ordinance 93-O-094 (Pinto Valle Dolores Tract) and continuing around said Pinto Valle Dolores Tract until it intersects with the City Limit boundary as established by Ordinance 91-O-046 (and paralleling at approximately 500 feet the north centerline of F.M. 1472) and following said City Limit boundary until intersects with the northern boundary line of the City Limit boundary as set forth in annexation Ordinance 90-O-241 and continuing said course along the City Limit boundary until intersects with the City Limit boundary as established by annexation Ordinance 98-O-326 (Hachar/Mines Rd. Tract) and continuing west then east around said Hachar/Mines Rd. Tract to the point where it intersects with the City Limit boundary as established by annexation Ordinance 88-O-59 and continuing east and south along the City Limit boundary line (paralleling at approximately 500 feet north of the centerline of F.M. 1472) to its intersection with the City Limit boundary line as established by annexation Ordinance 90-O-208 (the Killam Tracts) for a point of deflection;

THENCE, north along the boundary line as established by annexation Ordinance 90-O-208 along the northern boundary lines of the Killam Tracts to its intersection with the City Limit

boundary as established by annexation Ordinance 90-O-215 along Interstate Highway 35 and continuing north intersection with the southeast corner of the Hachar/IH 35 Tract #4 for a point of deflection south southwest along the City Limit boundary as established by annexation Ordinance 98-O-325 and around said tract until its intersection with the City Limit boundary as established by annexation Ordinance 2008-O-260 (the N.D. Hachar Tract) and around said N.D. Hachar Tract and intersecting on its north side with the City Limit boundary as established by annexation Ordinance 98-O-325 and continuing north and east to the northeast corner of the Hachar/I.H. 35 Tract #4 to a point of deflection south still following the City Limit boundary as established by annexation Ordinance 98-O-325 to its intersection with the City Limit boundary as established by annexation Ordinance 98-O-316 then south southeast to the centerline of I.H. 35 for a point of deflection south;

THENCE, following the centerline of I.H. 35 south to its intersection with the centerline of International Blvd. for a point of deflection east along the centerline of International Blvd to its intersection with the centerline of Curly Lane;

THENCE, south along the centerline of Curly Lane to its intersection with the centerline of Groove Ave. south along the centerline to its intersection with Villastirgo St. for a point of deflection west;

THENCE, west along the centerline of Villastrigo St. to its intersection with the centerline of Live Oak Ave. for a point of deflection south to its intersection with the centerline of Antonia St. for a point of deflection west to its intersection with the centerline of Broadcrest for a point of deflection south;

THENCE, continuing in a southerly direction along the centerline of Broadcrest Drive to a point where the centerline of Broadcrest Drive intersects with the centerline of Del Mar Boulevard for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline Springfield Avenue for a point of deflection of this tract;

~~[**THENCE**, continuing in a southerly direction along the centerline of Springfield Avenue and its meanders to the centerline of Gale Street to a point of deflection of this tract;]~~

THENCE, in a southerly direction along the centerline of Springfield Ave ~~[and the western]~~ *also being the common boundary line [boundaries] of the Webb County Voting Precincts [341 and part of] 308 and 309 to a point [north] south [of north] of Gale St. and [south of Breeze Ct. for a point of deflection of this tract] being the projection of the property line of Block 18, Lot 329, Hillside Terrace Unit 5 (also being the south property line of Block 1, of the Springfield Acres Plat) east to the centerline of Springfield Ave.;*

THENCE, west along the northern property line of Block 18, Lot 329, Hillside Terrace Unit 5 Amended to its intersection with northeast corner of Block 16, Lot 316, Hillside Terrace Unit 4 and (also being the northwest corner of Block 18, lot 329, Hillside Terrace Unit 5 Amended)

THENCE, in a southerly direction along the common property line or Block 18, Lot 329, Hillside Terrace Unit 5 Amended and Block 16, Lot 316, Hillside Terrace Unit 4 to its intersection with the property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4;

THENCE, in a south westerly direction along the common property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4 east to its intersection with the centerline of Arizona Cir.

~~[THENCE, continuing in a southwesterly direction along the centerline of Gale Street to a point where the centerline of Gale Street intersects with the northernmost edge of Arizona Circle to a point of deflection of this tract;]~~

THENCE, continuing in a southerly direction along the centerline of Arizona Circle to a point where the centerline of Arizona Circle intersects with the centerline of Arizona Loop for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Arizona Loop to a point where the centerline of Arizona Loop intersects with the centerline of Alabama Avenue for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the centerline of Alabama Avenue to a point where the centerline of Alabama Avenue intersects with the centerline of Mayberry Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction, along the centerline of Mayberry Street to a point where the centerline of Mayberry Street intersects with the easternmost boundary of Clark Elementary School for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the easternmost boundary of Clark Elementary School to a point where the easternmost boundary of Clark Elementary School intersects the centerline of Hillside Road for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Hillside Road to a point where the centerline of Hillside Road intersects with the centerline of IH 35 for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the centerline of IH 35 to a point where centerline of IH 35 intersects with the centerline of Chicago Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Chicago Street to a point where centerline of Chicago Street intersects with Geronimo Street for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the centerline of Geronimo Street to a point where the centerline of Geronimo Street intersects with Maya Road for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Maya Road to a point where the centerline of Maya Road intersects with the centerline of Rio Grande Drive for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the centerline of Rio Grande Drive to a point where the centerline of Rio Grande River Drive intersects with the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects with the centerline of Riverside Drive for a point of deflection of this tract;

THENCE, continuing in a northerly direction along the centerline of Riverside Drive to a point where the centerline of Riverside Drive intersects with the centerline of Sergio Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Sergio Street to a point where the centerline of Sergio Street intersects with the centerline of Los Martinez Drive to its intersection with the centerline of Markley Lane to a point at which the eastern projection of the centerline of Markley Lane intersects with the centerline of the International Boundary between the United States and Mexico at the Rio Grande River for the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts 308, 342, 407, 446, 447, 448, 457, 458, and 465~~[and 458 and parts of 308, 405, 406, 447, 448 and 457]~~.

CITY COUNCIL DISTRICT VIII

City Council District VIII shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Markley Lane intersects with the centerline of the International Boundary between the United States and Mexico at the Rio Grande River, and its meanders, for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly and easterly direction, respectively, along the centerline of the International Boundary between the United States and Mexico at the Rio Grande River, and its meanders, to a point where the international boundary at the Rio Grande River intersects the centerline of Zacate Creek, and its meanders, that being also the southeast corner of Webb County Precinct 416, for the southeast corner of this tract;

THENCE, in a northerly and westerly direction along the centerline of Zacate Creek to its intersection with the centerline of Market St. for a point of deflection;

THENCE, east along the centerline of Market St. to its intersection with the centerline of Maryland Ave. for a point of deflection north;

THENCE north along the centerline of Maryland Ave. to its intersection with the centerline of Garfield St. for point of deflection;

THENCE, west along the centerline of Garfield St. to its intersection with the centerline of Marcella Ave. for a point of deflection;

THENCE, north along the centerline of Marcella Ave. to its intersection with the centerline of Fremont St. for a point of deflection;

THENCE, west along the centerline of Fremont St. to the intersection with the centerline of Sanders Ave. for a point of deflection;

THENCE, north along the centerline of Sanders Ave. to the intersection of Clark Blvd. for a point of deflection;

THENCE, west along the centerline of Clark Blvd. to the intersection of the centerline of San Leonardo Ave. for a point of deflection north;

THENCE, north along the centerline of San Leonardo Ave. to its intersection with the centerline of the easternmost end of Garden St. and extending a straight line in a northerly direction across Zacate Creek and intersecting with the point where the centerline of Valencia Avenue intersects with the centerline of Lyon Street;

THENCE, continuing in a northerly direction along the centerline of Valencia Avenue to a point where the centerline of Valencia Avenue intersects with the centerline of West Elm Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of West Elm Street to a point where the centerline of West Elm Street intersects with the centerline of East San Francisco Avenue for a point of deflection of this tract;

THENCE, continuing in a northerly direction along the centerline of East San Francisco Avenue to a point where the centerline of East San Francisco Avenue intersects with the centerline of West Saunders Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of West Saunders Street to a point where the centerline of West Saunders Street intersects with the centerline of Zacate Creek for a point of deflection of this tract;

THENCE, continuing in a northerly direction along the centerline of Zacate Creek to a point where the centerline of Zacate Creek intersects the centerline of Taylor Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Taylor Street to a point where the centerline of Chicago Street intersects with the centerline of West San Francisco Avenue for a point of deflection of this tract;

THENCE, continuing in a northerly direction along the centerline of West San Francisco Avenue to a point where the centerline of West San Francisco Avenue intersects with the southern boundary of the canal on the south side of West Canal Street for the northeast corner of this tract;

THENCE, continuing in a westerly direction along the southern boundary of the canal on the south side of West Canal Street to a point where a straight line extended from said boundary intersects with the centerline of San Dario Avenue and continues westerly to intersect with the centerline of Interstate Highway 35 (IH 35) for a point of deflection of this tract;

THENCE, continuing in a southerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects with the centerline of Chicago Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Chicago Street to a point where the centerline of Chicago Street intersects with the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, continuing in a southwesterly and westerly direction, respectively, along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects with the centerline of Maya Road for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Maya Road to a point where the centerline of Maya Road intersects the centerline of Rio Grande River Drive for a point of deflection of this tract;

THENCE, continuing in a southwesterly direction along the centerline of Rio Grande River Drive to a point where the centerline of Rio Grande River Drive intersects with the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Geronimo Drive to a point where centerline of Geronimo Drive intersects with the centerline of Riverside Drive for a point of deflection of this tract;

THENCE, continuing in a northeasterly direction along the centerline of Riverside Drive to a point where centerline of Riverside Drive intersects with Sergio Street for a point of deflection of this tract;

THENCE, continuing in a westerly direction along the centerline of Sergio Street to a point where the centerline of Sergio Street intersects with Los Martinez Drive for a point of deflection of this tract;

THENCE, continuing in a northeasterly direction along the centerline of Los Martinez Drive to a point where the centerline of Los Martinez Drive intersects with the centerline of Markley Lane for a point of deflection of this tract;

THENCE, continuing in a westerly direction from the center of Markley Lane to the **POINT-OF-BEGINNING**.

This Council District includes all of Precincts 362, 401, 402, 403, 404, 405, 406, 414, 416, and 453~~[portions of Precincts 310, 405, 406, 414, and 453]~~.

Section 2: Where any of the above described precincts extends beyond the city limits, it is specified that only that part of the precinct which lies within the corporate limits of the City of Laredo is part of the Council District to which it is referred.

Section 3: Where there exists any conflict between the voting precincts as set forth herein and the voting precincts as Ordered by the Webb County Commissioners Court, as of March 20, 2012, the precincts as Ordered by the Webb County Commissioners Court shall supersede and be effective.

Section 4: This ordinance shall be published in manner provided for by the City Charter of the City of Laredo Section 2.09 and 10.06(D) once in the daily newspaper of the City of Laredo and shall be published in English and Spanish.

Section 5: This ordinance shall become effective on the day of publication, and on such day the new council districts and boundaries shall supersede the previous council districts and boundaries for all purposes at the next regular City election. The

new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all council members elected at the regular City election take office.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF APRIL, 2014.

Raul G. Salinas
Mayor

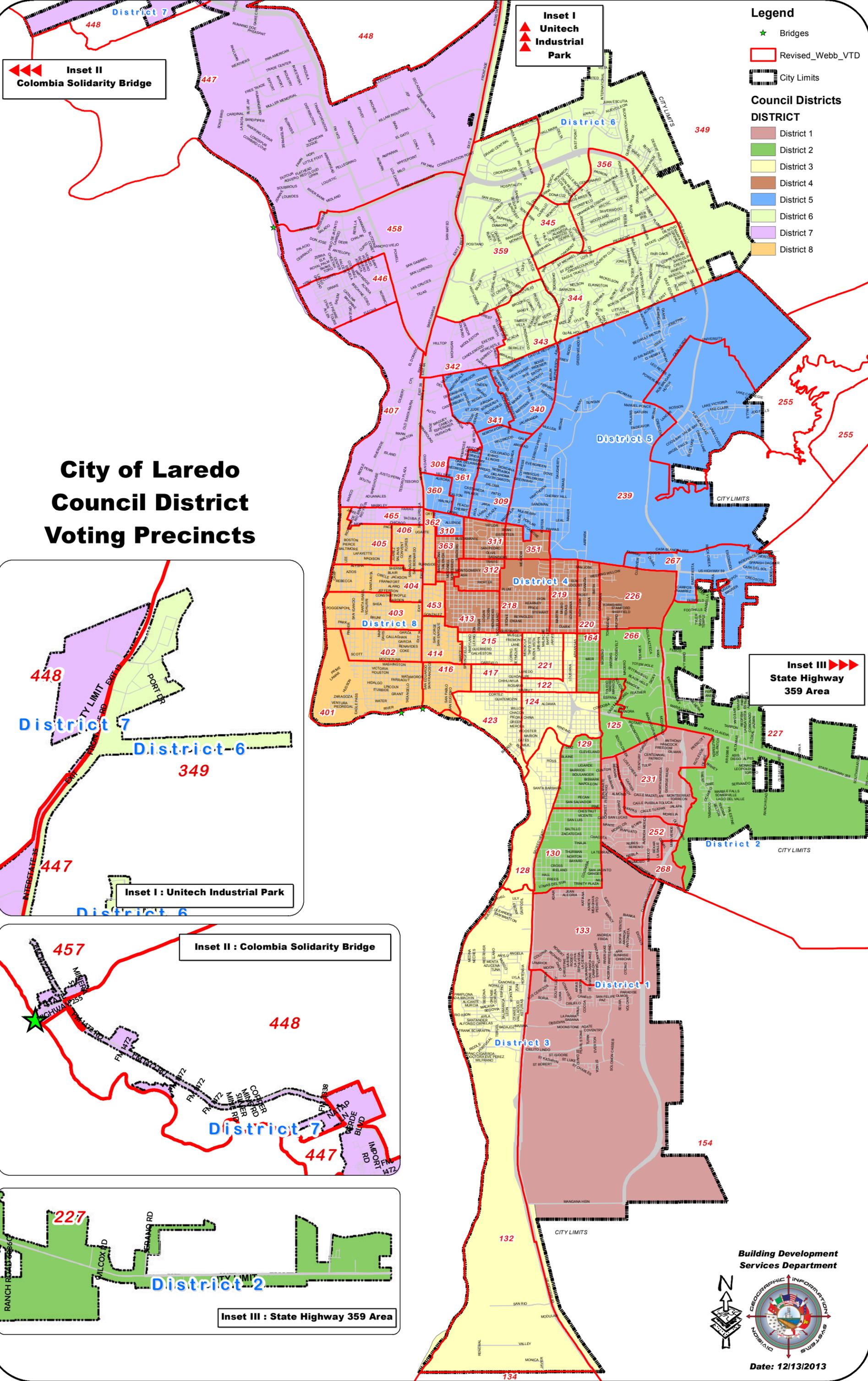
ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

City of Laredo Council District Voting Precincts



Inset I
Unitech Industrial Park

Inset II
Colombia Solidarity Bridge

Legend

- ★ Bridges
- ▭ Revised_Webb_VTD
- ▭ City Limits

Council Districts

DISTRICT

- ▭ District 1
- ▭ District 2
- ▭ District 3
- ▭ District 4
- ▭ District 5
- ▭ District 6
- ▭ District 7
- ▭ District 8

Inset III
State Highway 359 Area

Inset I : Unitech Industrial Park

Inset II : Colombia Solidarity Bridge

Inset III : State Highway 359 Area

Building Development Services Department



Date: 12/13/2013

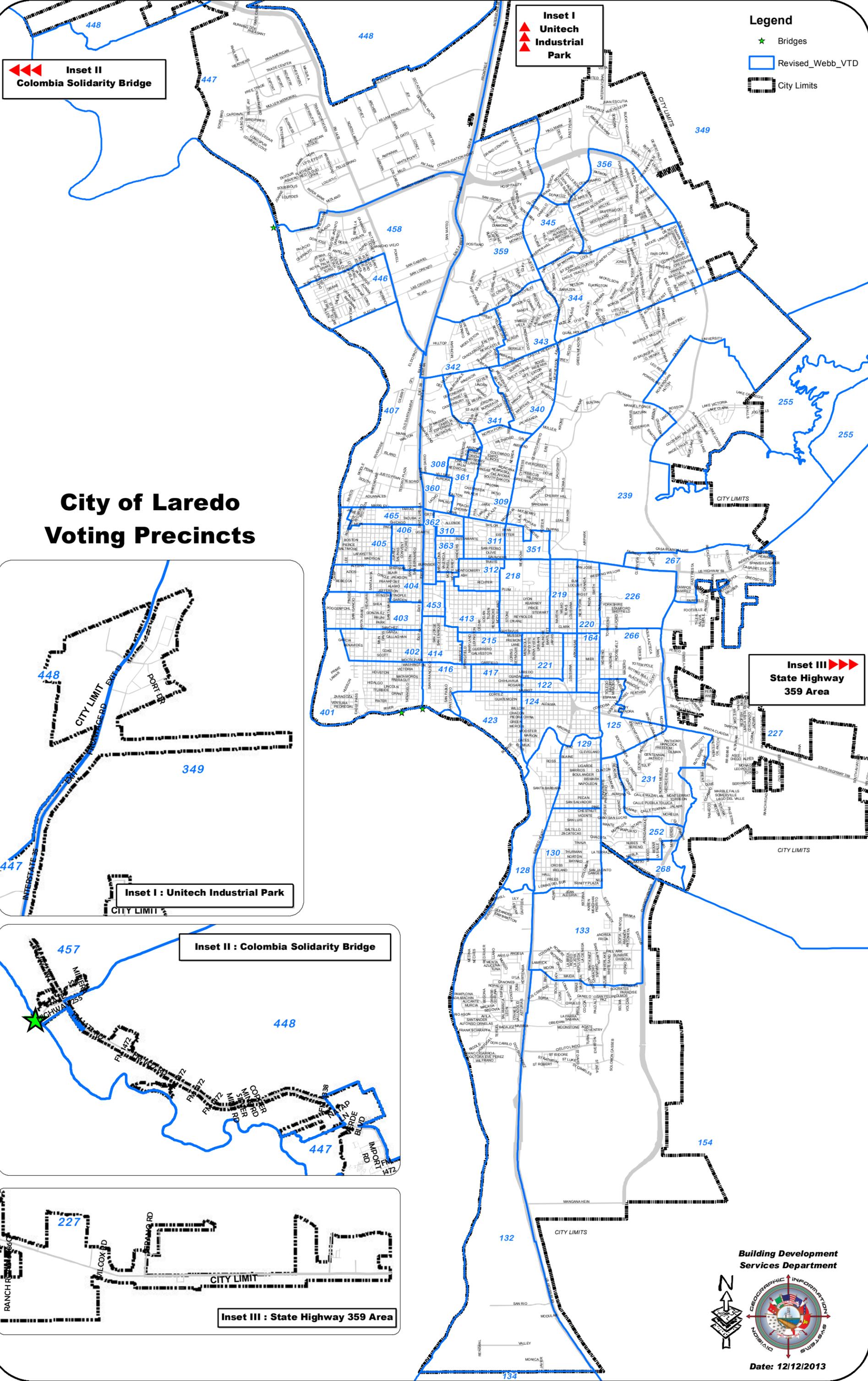


Exhibit B

**CITY OF LAREDO, TEXAS
ELECTION PRECINCTS**

NOTE: IN THE EVENT OF ANY CONFLICTS, DISCREPANCIES OR IRREGULARITIES BETWEEN THESE BOUNDARY DESCRIPTIONS AND THOSE SET OUT BY THE WEBB COUNTY COMMISSIONERS COURT AS OF MARCH 20, 2012 , THE PRECINCTS AS ORDERED BY THE WEBB COUNTY COMMISSIONERS SHALL SUPERSEDE AND BE EFFECTIVE.

ELECTION PRECINCT NO. 122

Election Precinct No. 122 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Gustavus Street intersects the centerline of Milmo Avenue for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of Arkansas Avenue for the northeast corner and point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Arkansas Avenue to a point where the centerline of Arkansas Avenue intersects the centerline of Market Street for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of Meadow Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Guadalupe Street (US Highway 83) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of US Highway 83 (East bound lane) to a point where the centerline of US Highway 83 (East bound lane) intersects the centerline of Milmo Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Milmo Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 124

Election Precinct No. 124 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Market Street intersects the centerline of Meadow Avenue for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of Ejido Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the southeasterly boundary of Chacon Creek for a point of deflection of this tract;

THENCE, in a westerly direction along the southerly boundary of Chacon Creek to a point

where the southerly boundary of Chacon Creek intersects the centerline of Meadow Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Meadow Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 125

Election Precinct No. 125 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Ejido Avenue intersects the centerline of Guadalupe Street (US Highway 83) for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Guadalupe Street to a point where the centerline of Guadalupe Street intersects the centerline of the Chacon Creek for the northeast corner of this tract;

THENCE, in a southwesterly direction along the centerline of Chacon Creek, and its meanders, to a point where the centerline of Chacon Creek intersects the southernmost boundary of Chacon Creek for a point of deflection of this tract;

THENCE, in an easterly direction along the southernmost boundary of Chacon Creek to a point where the southernmost boundary of Chacon Creek intersects the centerline of Dorel Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Dorel Drive to a point where the centerline of Dorel Drive intersects the centerline of Daniela Loop for a point of deflection of this tract;

THENCE, in a westerly, southerly, and easterly direction along the centerline of Daniela Loop. to a point where the centerline of Daniela Loop. intersects the centerline of Dorel Dr. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Dorel Drive to a point where the centerline of Dorel Drive intersects the centerline of State Highway 359 (SH 359) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of SH 359 to a point where the centerline of SH 359 intersects the centerline of Jaime Zapata Memorial Highway (Spur 260) for the southeast corner of this tract;

THENCE, in a southwesterly direction along the centerline of Jaime Zapata Memorial Highway (Spur 260) to a point where the centerline of Jaime Zapata Memorial Highway (Spur 260) intersects the centerline of Ejido Avenue for the southwest corner of this tract;

THENCE in a northerly direction along the centerline of Ejido Avenue, and its meanders, to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 128

Election Precinct No. 128 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of US Highway 83 (a.k.a. Zapata Highway) intersects the south boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records); said point being approximately four hundred

(400) to four hundred and fifty (450) feet from the intersection of the centerline of Lomas Del Sur Boulevard and US Highway 83 for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the south boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records) to a point where said line intersects the international border along the Rio Grande for the southwest corner of this tract;

THENCE, in a northerly direction along the international border at the Rio Grande, and its meanders, to a point where the international border along the Rio Grande intersects the southern boundary of the Chacon Creek for a point of deflection of this tract;

THENCE, in a northeasterly and easterly direction along the southerly boundary of the Chacon Creek, and its meanders, to a point where the centerline of the Chacon Creek intersects the centerline of US Highway 83 (Zapata Highway) for the northeast corner of this tract;

THENCE, in a southerly direction along US Highway 83 (Zapata Highway) to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 129

Election Precinct No. 129 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Ejido Avenue intersects the centerline of Pine Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Pine Street to a point where the centerline of Pine Street intersects the centerline of US Highway 83 (Zapata Highway) for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of US Highway 83 to a point where the centerline of US Highway 83 intersects the centerline of the southerly boundary of Chacon Creek for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of the southerly boundary of Chacon Creek, and its meanders, to a point where the centerline of the southerly boundary of Chacon Creek intersects the centerline of Ejido Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 130

Election Precinct No. 130 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo located at the southeast corner of the City of Laredo's original land grant (same point being the southeast corner of the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records); same point located on the north right-of-way line of Lomas Del Sur Boulevard as depicted on the survey/plat of Southgate Boulevard recorded in Volume 3, Page 45 of the Webb County Plat Records; for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the south boundary line of said City of Laredo's original land grant to a point where the south boundary line of said City of Laredo's original land grant intersects the centerline of US Highway 83 (a.k.a. Zapata Highway) for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of US Highway 83 to a point where the centerline of US Highway 83 intersects the centerline of Pine Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Pine Street to a point where the centerline of Pine Street intersects the centerline of Ejido Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 132

Election Precinct No. 132 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the south boundary of the City of Laredo's original land grant (same point being the south boundary of the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records) intersects the centerline of US Highway 83 (a.k.a. Zapata Highway) for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of US Highway 83 to a point where the centerline of US Highway 83 intersects the centerline of Jose Avenue for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Jose Avenue to a point where said line intersects the international border along the Rio Grande for the southwest corner of this tract;

THENCE, in a northerly direction along the international border at the Rio Grande, and its meanders, to a point where the international border along the Rio Grande intersects the southern boundary of the City of Laredo's original land grant (same point being the south boundary of the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records) for a point of deflection;

THENCE, in an easterly direction along the south boundary of the City of Laredo's original land grant (same point being the south boundary of the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records) to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 133

Election Precinct No. 133 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of US Highway 83 (a.k.a. Zapata Highway) intersects the centerline of the south boundary line of the City of Laredo's original land grant (same point being the south boundary line of the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Pg. 15, Webb County Plat Records) for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the south boundary line of said City of Laredo's original land grant to the centerline of Ejido Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Wormser Road for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Wormser Road to a point where the centerline of Wormser Road intersects the centerline of Cuatro Vientos Road (Loop 20) for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Cuatro Vientos Road (Loop 20) to a point where the centerline of Cuatro Vientos Road (Loop 20) intersects the centerline of Sierra Vista Boulevard for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Sierra Vista Boulevard to a point where the centerline of Sierra Vista Boulevard intersects the centerline of US Highway 83 for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of US Highway 83 to the **POINT-OF-BEGINNING** of this tract.

ELECTION PRECINCT NO. 154

Election Precinct No. 154 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of U.S. Highway 83 (a.k.a. Zapata Highway) intersects the centerline Sierra Vista Boulevard for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Sierra Vista Boulevard to a point where the centerline of Sierra Vista Boulevard intersects the centerline of Cuatro Vientos Road (Loop 20) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Cuatro Vientos Road (Loop 20) to a point where the centerline of Cuatro Vientos Road (Loops 20) intersects the centerline of Wormser Road (CR 312 as per Texas Department of Transportation designation) for a point of deflection of this tract;

THENCE, in a southeasterly, then easterly direction along the centerline of Wormser Road to a point where the centerline of Wormser Road intersects with the centerline of the Ranch Road from Sherry R. Lewis property to a point of deflection of this tract;

THENCE, continuing east along the centerline of Ranch Road from Sherry R. Lewis property and continuing east approximately 7.6 miles along several other Ranch Roads to a point of deflection of this tract;

THENCE, from said point, in a northerly direction approximately 1 mile, then in a northeastern direction approximately 2,156' for a point of deflection of this tract;

THENCE, in a meandering direction from said point to the centerline of State Highway 359 for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of State Highway 359 to a point where the centerline of State Highway 359 intersects with the centerline of Kansas City Southern Railroad line for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Kansas City Southern Railroad line to a point where the centerline of Kansas City Southern Railroad line intersects with the centerline of Jenings Road (CR 1004 as per Texas Department of Transportation designation) for a point of deflection of this tract;

THENCE, in a southwesterly then, southeasterly direction along the centerline of Jenings Road (CR 1004 as per Texas Department of Transportation designation) to a point where the centerline of Jenings Road (CR 1004 as per Texas Department of Transportation designation) intersects with the Webb County Line for a point of deflection of this tract;

THENCE, in a westerly direction along the Webb County Line to a point where the Webb County Line intersects with the International Boundary between the United States of America and Mexico for a point of deflection of this tract;

THENCE, in a northerly and meandering direction along the International Boundary between the United States of America and Mexico to a point where said line intersects the southern boundaries of the corporate limits of the City of El Cenizo for a point of deflection of this tract;

THENCE, in a easterly direction along the southern boundaries of the corporate limits of the City of El Cenizo to a point where the southern boundaries of the corporate limits of the City of El Cenizo intersects with the centerline of Espejo-Molina Road for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Espejo-Molina Road to a point where the centerline of Espejo-Molina Road intersects with the northern boundary of the corporate limits of the City of El Cenizo for a point of deflection of this tract;

THENCE, in a westerly direction along the northern boundaries of the corporate limits of the City of Laredo to point where the northern boundaries of the corporate limits of the City of El Cenizo intersects with the International Boundary between the United States of America and Mexico for a point of deflection of this tract;

THENCE, in a northerly direction along the International Boundary between the United States of America and Mexico to a point where the said line intersects with the southern boundaries of the corporate limits of the City of Rio Bravo for a point of deflection of this tract;

THENCE, in a easterly direction along the southern boundary of the corporate limits of the City of Rio Bravo to a point where the southern boundary of the corporate limits of the City of Rio Bravo intersects with the centerline of Jacobita Road and continuing east along the centerline of Jacobita Road to a point where the centerline of Jacobita Road intersects with the centerline of Espejo-Molina Road for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Espejo-Molina Road to a point where the centerline of Espejo-Molina Road intersects with the centerline of U.S. Highway 83 (a.k.a. Zapata Highway) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of U.S. Highway 83 (a.k.a. Zapata Highway) to a point where the centerline of U.S. Highway 83 (a.k.a. Zapata Highway) intersects with the centerline of Sierra Vista Boulevard and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 164

Election Precinct No. 164 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Gustavus Street intersects the centerline of Arkansas Avenue for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of Ejido Avenue for the northeast corner and point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Market Street for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of Arkansas Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Arkansas Avenue to a point where

the centerline of Arkansas Avenue intersects the centerline of Gustavus St and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 215

Election Precinct No. 215 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Gustavus Street intersects the centerline of Meadow Avenue for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Garfield Street for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Garfield Street to a point where the centerline of Garfield Street intersects the centerline of Marcella Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Marcella Avenue to a point where the centerline of Marcella Avenue intersects the centerline of Fremont Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Fremont Street to a point where the centerline of Fremont Street intersects the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Avenue intersects the centerline of Gustavus Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Gustavus Street to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 218

Election Precinct No. 218 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Jarvis Avenue intersects the centerline of Gustavus Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of McClelland Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of McClelland Avenue to a point where the centerline of McClelland Avenue intersects the centerline of San Jose Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of San Jose Street to a point where the centerline of San Jose Street intersects the centerline of McPherson Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of McPherson Avenue to a point where the centerline of McPherson Avenue intersects the centerline of East Saunders Street, for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Saunders Street where the centerline of Saunders Street intersects the centerline of Bartlett Avenue for the northeast

corner of this tract;

THENCE, in a southerly direction along the centerline of Bartlett Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 219

Election Precinct No. 219 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Arkansas Avenue intersects the centerline of Gustavus Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of Bartlett Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Bartlett Avenue to a point where the centerline of Bartlett Avenue intersects the centerline of Saunders Street (US Highway 59) for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Saunders Street (US Highway 59) to a point where the centerline of Saunders Street (US Highway 59) intersects the centerline of Arkansas Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Arkansas Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 220

Election Precinct No. 220 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Ejido Avenue intersects the centerline of Gustavus Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of Arkansas Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Arkansas Avenue to a point where the centerline of Arkansas Avenue intersects the centerline of Saunders Street (US Highway 59) for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Saunders Street (US Highway 59) to a point where the centerline of Saunders Street (US Highway 59) intersects the centerline of Ejido Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 221

Election Precinct No. 221 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Milmo Avenue intersects the centerline of Guadalupe Street (US Highway 83) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Guadalupe Street (US Highway 83) to a point where the centerline of Guadalupe Street (US Highway 83) intersects the centerline of Meadow Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Gustavus Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Gustavus Street to a point where the centerline of Gustavus Street intersects the centerline of Milmo Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Milmo Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 226

Election Precinct No. 226 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of US Highway 59 (US 59) intersects the centerline of Ejido Avenue for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Clark Boulevard for the southwest corner of this tract and a point of deflection;

THENCE, in an easterly direction along the centerline of Clark Boulevard to a point where the centerline of Clark Boulevard intersects the centerline of the Bob Bullock Lp (Loop 20) for the southeast corner of this tract and a point of deflection;

THENCE, in a northerly direction along the centerline of Bob Bullock Loop (Loop 20) to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of US Highway 59 for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of US 59 to a point where it intersects the centerline of Ejido Avenue and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 227

Election Precinct No. 227 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Fairfield Drive intersects with the centerline of Bob Bullock Loop (Loop 20). for the **POINT-OF-BEGINNING** of this tract;

THENCE, in a southern direction along the centerline of Bob Bullock Loop (Loop 20) to a point where the centerline of Bob Bullock Loop (Loop 20) intersects with the centerline State Highway 359 (S.H. 359) for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of State Highway 359 (S.H. 359) to a point where the centerline of State Highway 359 (S.H. 359) intersects with the centerline of Concord Hills Boulevard for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Concord Hills Boulevard to a point where the centerline of Concord Hills Boulevard intersects with the centerline of a tributary of the Chacon Creek for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of a tributary of Chacon Creek approximately 273' west of Cuatro Vientos Road (Loop 20), to a point where said line intersects with the centerline of a tributary Chacon Creek for a point of deflection of this tract;

THENCE, in a southerly and meandering direction along a tributary of Chacon Creek (approximately 11,055') to a point where the centerline of Chacon Creek tributary intersects with the centerline of Wormser Road for a point of deflection of this tract;

THENCE, in a southeasterly, then easterly direction along the centerline of Wormser Road to a point where the centerline of Wormser Road intersects with the centerline of the Ranch Road from Sherry R. Lewis property to a point of deflection of this tract;

THENCE, continuing east along the centerline of Ranch Road from Sherry R. Lewis property and continuing east approximately 7.6 miles along several other Ranch Roads to a point of deflection of this tract;

THENCE, from said point, in a northerly direction approximately 1 mile, then in a northeastern direction approximately 2,156' for a point of deflection of this tract;

THENCE, in a meandering direction from said point to the centerline of State Highway 359 (S.H. 359) for a point of deflection of this tract;

THENCE, in a easterly and meandering direction along the centerline of State Highway 359 (S.H. 359) to a point where the centerline of State Highway 359 (S.H. 359) intersects the centerline of FM 2895 for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of FM 2895 to the centerline of the aerial easements of the AEP-CPL high-voltage, transmission power line (said line known as the Laredo to Falfurrias Line) for a point of deflection of this tract;

THENCE, in a northwesterly and meandering direction along the centerline of the aerial easements of the AEP-CPL high-voltage, transmission power line (said line known as the Laredo to Falfurrias Line) to a point where the centerline of the aerial easements of the AEP-CPL high-voltage, transmission power line (said line known as the Laredo to Falfurrias Line) intersects with U.S. Highway 59 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of US Highway 59 to a point where the centerline of US Highway 59 intersects with the City Limits Boundary of annexation tract of Tract 1 US Highway 59 East Laredo annexation (Ord. 85-O-177) for a point of deflection of this tract;

THECNE, in a easterly direction along the City Limit Boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O0177) also being the northern section of Heritage Park Mobile Home Subdivision (approximately 1, 043') for the northeast corner of this tract and a point of deflection of this tract;

THENCE, in a southwesterly direction along the City Limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) approximately 180' to a point where side boundary line intersects Ramos II annexation tract (93-O-101) for a point of deflection of this tract;

THENCE, in a southerly (approximately 194'), then easterly (approximately 313'), then southerly (approximately 598') direction along the City Limits boundary of Ramos II annexation tract (93-O-101), also being the easterly boundary of Heritage Park Mobile Home Subdivision, to a point where said boundary line intersects with the City Limits boundary of Ramos annexation tract (96-O-208) for a point of deflection of this tract;

THECNE, in a southerly direction (approximately 1,459') along the City Limit boundary of Ramos annexation tract (96-O-208), also being the easterly boundary of San Jose Subdivision, to a point where said boundary line intersects with the City Limit annexation of San Jose annexation tract (2012-O-204) for a point of deflection of this tract;

THENCE, in a southerly (approximately 26'), then westerly (approximately 598'), then northerly (approximately 29') direction along the City Limit annexation tract of San Jose, also being

the southern section of San Jose subdivision to point where said line intersects with Ramos tract annexation for a point of deflection of this tract;

THENCE, in a westerly (approximately 1,453'), then southerly (approximately 964') direction along the city limit boundary of Ramos annexation tract (96-O-208) to a point where said city limit boundary line intersects with Hurd annexation tract (2006-O-352) for a point of deflection of this tract;

THENCE, in a easterly (approximately 780'), then southerly (approximately 479'), then westerly (approximately 1050'), then southerly (approximately 1,670'), then westerly (approximately 179') direction along the Hurd annexation tract to a point where said city limit boundary line intersects with Hurd Ranch I annexation tract for a point of deflection of this tract;

THENCE, in a southerly (approximately 1,507'), for the south east corner of this tract, then westerly (approximately 1,195'), then northerly (3,639') along the Hurd Ranch I annexation tract to a point where said city limit boundary line intersects the southern boundary of Woodland Subdivision for a point of deflection of this tract;

THENCE, in a westerly direction (approximately 159') the southern boundary of Woodland Subdivision, then northwesterly direction (approximately 611') being the western boundary of Woodland Subdivision, then northeasterly direction (approximately 883') being the northern boundary of Woodland Subdivision, then in a northwestern direction (approximately 280') to a point where said city limit boundary line intersects the city limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) for a point of deflection of this tract;

THENCE, in a westerly direction (approximately 663') along the southern boundary of city limits of tract 1 US Highway 59 East annexation (Ord. 85-O-177) to point where said boundary line intersects with the Mejia annexation tract (2001-O-287) for a point of deflection of this tract;

THENCE, in a southerly direction (approximately 104') along the city limit boundary line of the Mejia tract to a point where said line intersect with the city limit boundary of Barrera tract for a point of deflection of this tract;

THENCE, in a southern direction (approximately 494') being the eastern boundary of Al Barrera Plat, then southwestern direction (approximately 101'), then easterly direction (approximately 426') being the southern boundary of Al Barrera Tract and the K.Q.C. tract for a point of deflection of this tract;

THENCE, in a northerly direction (approximately 649') along the city limit boundary of the K.Q.C. tract, being the western boundary of said tract, to a point where said line intersects with the city limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) for a point of deflection of this tract;

THENCE, in a easterly direction (approximately 1,148') along the southern boundary of city limits of tract 1 US Highway 59 East annexation to a point where said line intersects with the Towne East Area III annexation tract for a point of deflection of this tract;

THENCE, in a southerly direction (approximately 530') along the city limit boundary of the Towne East Area III annexation (Ord. 88-O-57) tract, being the eastern boundary of Town East Subdivision Phase II, to a point where said line intersects with the northeast corner of Towne East Subdivision Phase III for a point of deflection of this tract;

THECNE, in a southerly direction along eastern boundary line of Towne East Subdivision Phase III and along the eastern boundary of eastern boundary line of Towne East Subdivision Phase IV to a point where said line intersects with the northern boundary subdivision line of Ponderosa Hill Subdivision Unit 1 for a point of deflection of this tract;

THENCE, in a easterly direction (approximately 50') along the northern boundary line of Ponderosa Hills Subdivision Unit 1, then a southerly direction (approximately 541') along the eastern boundary of Ponderosa Hills Subdivision Unit 1 to a point where said line intersects the center line of Fairfield Drive for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Fairfield Drive to a point where the centerline of Fairfield Drive intersects with the centerline of Bob Bullock Loop (Loop 20) and the **POINT OF BEGINNING**.

ELECTION PRECINCT NO. 231

Election Precinct No. 231 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Jaime Zapata Memorial Highway (Spur 260) intersects the centerline of Aveinda Los Presidentes for the northwest corner and **POINT-OF-BEGINNING**;

THENCE, in a northeasterly direction along the centerline of Jaime Zapata Memorial Highway (Spur 260) to a point where the centerline of Jaime Zapata Memorial Highway (Spur 260) intersects the centerline of State Highway 359 (S.H. 359) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of State Highway 359 (S.H. 359) to a point where the centerline of State Highway 359 (S.H. 359) intersects the centerline of Concord Hills Boulevard for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Concord Hills Boulevard to a point where the centerline of Concord Hills Boulevard intersects with the centerline of a tributary of the Chacon Creek for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of a tributary of Chacon Creek approximately 273' west of of Cuatro Vientos Road (Loop 20), to a point where said line intersects with the centerline of a tributary of Chacon Creek for a point of deflection of this tract;

THENCE, in a southerly and meandering direction along the centerline of a tributary of Chacon Creek to a point where the centerline of a tributary of Chacon Creek intersects with the centerline of Avenida Los Presidentes for the southeast corner of this tract;

THENCE, in a westerly, then northerly direction along the centerline of Avenida Los Presidentes to a point where the centerline of Avenida Los Presidentes intersects with the centerline of Jaime Zapata Memorial Highway (Spur 260) and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 239

Election Precinct No. 239 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of McPherson Avenue intersects the north boundary line of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15 of the Webb County Plat Records), for the southwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the north boundary line of said City of Laredo 's original land grant to a point where said line intersects the centerline of Meadow Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Bustamante Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Bustamante Street to a point where the centerline of Bustamante Street intersects the centerline of Cherry Hill Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Cherry Hill Drive to a point where the centerline of Cherry Hill Drive intersects the centerline of Pappas Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Pappas Street to a point where the centerline of Pappas Street intersects the centerline of Bartlett Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Bartlett Avenue to a point where the centerline of Bartlett Avenue intersects the centerline of Saunders Street (US Highway 59) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Saunders St (US Highway 59) to a point where said line intersects the center line of Casa Blanca Lake Rd. for a point of deflection of this tract.

THENCE, in a northerly and then easterly direction along the centerline of Casa Blanca Lake Rd. to a point where the center of Casa Blanca Lake Rd. intersects the center line of Bob Bullock Lp (Loop 20) for a point of deflection of this tract.

THENCE, from the center line of Bob Bullock Lp (Loop 20) to a point where said line intersect with the center line of the rear entrance of State Park Lake Casa Blanca road, Approximately 282' east from said intersection to a point of deflection.

THENCE, in a northerly direction from said point over Lake Casa Blanca Dam to the center line of the State Park road for a point of deflection of this tract.

THENCE, in an easterly direction along the center line of Casa Blanca State Park rd. to a point where the center line of Casa Blanca State Park rd. intersects the center line of a 50' private access road know as Aztec Dr. for a point of deflection of this tract.

THENCE, in an easterly direction and into the Webb County Road and Bridge Facility, meandering to the center line of US Highway 59 for a point of deflection of this tract.

THENCE, in a north easterly direction along the center line of US Highway 59 a distance of 7,473' to a point where said line intersects the center line of the Killam Ranch Road located on the west side of US Highway 59 to a point of deflection of this tract.

THENCE, in a north westerly direction along the Killam Ranch Road and then meandering to a point where Killam Ranch Road intersects Tios Creek to a point of deflection of this tract.

THENCE, in a westerly direction from said point along Tios Creek until it intersects with San Ygnacio Creek to a point of deflection of this tract.

THENCE, in a westerly direction from said point along San Ygnacio Creek until it intersects with Chacon Creek to a point of deflection of this tract.

THENCE, in a meandering direction along Chacon Creek until it intersects with the eastern edge of Lake Casa Blanca to a point of deflection of this tract.

THENCE, in a meandering direction along the eastern boundary line of Lake Casa Blanca to a point where boundary line of Lake Casa Blanca crosses over to the western boundary line of Lake Casa Blanca to a point where it intersects with the center line of a private road (RR 6078A) to a point of deflection of this tract.

THENCE, in a southerly direction a distance of 406' and then westerly direction a distance of 1,329' along the center line of private road (RR 6078A) to a point of deflection to this tract.

THENCE, in a north westerly direction into Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat (Vol. 16, Pages 45 -47 W.C.M.R.) a distance of 220' to a point of deflection of this tract.

THENCE, in a north easterly direction within the subdivision of Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat a distance of 447' to a point of deflection of this tract.

THENCE, in an easterly direction, a distance of 584' to a point of deflection of this tract.

THENCE, in a northerly direction within Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat, a distance of 2,181' to a point located within the Texas Army National Guard to a point of deflection of this tract.

THENCE, in a north westerly direction along the northern boundary line of the Texas Army National Guard where said line intersects the centerline of Bob Bullock Lp. (Loop 20) to a point of deflection of this tract.

THENCE, in a northerly direction along the center line of Bob Bullock Lp. (Loop 20) to a point where the centerline of Bob Bullock Lp. (Loop 20) intersects the centerline of Jacaman Rd. for a point of deflection of this tract.

THENCE, in a north westerly direction along the centerline of Jacaman Rd. to a point where the centerline of Jacaman Rd. intersects the centerline of Casa Verde Rd. for a point of deflection of this tract.

THENCE, in a north easterly direction along the centerline of Casa Verde Rd. to a point where the centerline of Casa Verde Rd. intersects the centerline of University Blvd. for a point of deflection of this tract.

THENCE, in a easterly direction along the centerline of University Blvd. to a point where the centerline of University Blvd. intersects with the main walk way of the green area of Texas A&M International University for a point of deflection of this tract.

THENCE, in a southerly direction along the main walk way of the green area of Texas A&M International University to a point in front of the Sue and Radcliffe Killam Library for a point of deflection of this tract.

THENCE, in a easterly direction to a point on the east side of the Sue and Radcliffe Killam Library and on the west side of faculty parking lot for a point of deflection of this tract.

THENCE, in a southerly direction between the Bob Bullock Hall and the Lamar Bruni Vergara Science Center to a point south of F.M. Canseco Hall and north of Kinesiology – Convocation Building for a point of deflection of this tract.

THENCE, in a easterly direction around the physical plat of Texas A&M International University and then southerly between the soccer fields and baseball fields of the University to a point located 1,755' south of the baseball fields for a point of deflection of this tract.

THENCE, in a north easterly direction along the fence line of Killam Ranch a distance of 5,532' to a point where said line intersects the centerline of the aerial easements of the AEP-CPL high-voltage, transmission power line (said line known as the Laredo to Falfurrias Line) for a point of deflection of this tract.

THENCE, in a northwesterly direction along said transmission power line to a point where said line intersects the centerline of Del Mar Boulevard (formerly known as San Ignacio Road and Casa Verde Road) for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline of McPherson Road for the northwest corner of this tract;

THENCE, in a prevailing southerly direction along the centerline of McPherson to the **POINT-OF -BEGINNING**.

ELECTION PRECINCT NO. 252

Election Precinct No. 252 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Jaime Zapata Memorial Highway (Spur 260) intersects the centerline of Ejido Avenue for the northwest corner and **POINT-OF-BEGINNING**;

THENCE, in a northeasterly direction along the centerline of Jaime Zapata Memorial Highway (Spur 260) to a point where said centerline of Jaime Zapata Memorial Highway (Spur 260) intersects the centerline of Avenida Los Presidentes for a point of deflection of this tract;

THENCE, in a southerly, then easterly direction along the centerline of Avenida Los Presidentes to a point where the centerline of Avenida Los Presidentes intersects with a tributary of Chacon Creek approximately 200' from the centerline of Cuatro Vientos Road east for a point of deflection of this tract;

THENCE, in a southerly and meandering direction along the centerline of a tributary of Chacon Creek to a point approximately 1,110' from said point for a point of deflection of this tract;

THENCE, in a westerly direction a distance of approximately 1,004' from the centerline of Cuatro Vientos Rd. to a point located west of the subdivision boundary of Cuatro Vientos Norte Phase III Subdivision, on George T. McNary, wife Myrlee Wright McNary and Elaine Wright Calk property for a point of deflection of this tract;

THENCE, in a southerly direction approximately 1,343' from said point along the western boundary of Cuatro Vientos Norte Phase III Subdivision to a point located on George T. McNary, wife Myrlee Wright McNary and Elaine Wright Calk property for a point of deflection of this tract;

THENCE, in an easterly direction from said point approximately 1,120' to the intersection of Mexico Avenue and Fuente Lane for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Fuente Lane to a point where the centerline of Fuente Lane intersects the centerline of Guaymas Avenue for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Guaymas Avenue to a point where the centerline of Guaymas Avenue intersects the centerline of Wormser Road for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Wormser Road to a point where the centerline of Wormser Road intersects the centerline of Ejido Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Jaime Zapata Memorial Highway (Spur 260) and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 255

Election Precinct No. 255 shall consist of all that territory described as follows:

BEGINNING at a point in the County of Webb where the centerline of US Highway 59 intersects the Killam Ranch Road, approximately 8,072' from the intersection of US Highway 59 and Heritage Ct and **POINT-OF-BEGINNING** of this tract;

THENCE, in a north westerly direction along the Killam Ranch Road and then meandering to a point where Killam Ranch Road intersects Tios Creek to a point of deflection of this tract.

THENCE, in a westerly direction from said point along Tios Creek until it intersects with San Ygnacio Creek to a point of deflection of this tract.

THENCE, in a westerly direction from said point along San Ygnacio Creek until it intersects with Chacon Creek to a point of deflection of this tract.

THENCE, in a meandering direction along Chacon Creek until it intersects with the eastern edge of Lake Casa Blanca to a point of deflection of this tract.

THENCE, in a meandering direction along the eastern boundary line of Lake Casa Blanca to a point where boundary line of Lake Casa Blanca crosses over to the western boundary line of Lake

Casa Blanca to a point where it intersects with the center line of a private road (RR 6078A) to a point of deflection of this tract.

THENCE, in a southerly direction a distance of 406' and then westerly direction a distance of 1,329' along the center line of private road (RR 6078A) to a point of deflection to this tract.

THENCE, in a north westerly direction into Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat (Vol. 16, Pages 45 -47 W.C.M.R.) a distance of 220' to a point of deflection of this tract.

THENCE, in a north easterly direction within the subdivision of Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat a distance of 447' to a point of deflection of this tract.

THENCE, in a easterly direction, a distance of 584' to a point of deflection of this tract.

THENCE, in a northerly direction within Block 2, Lot 1, Laredo International Airport Passenger Terminal Plat, a distance of 2,181' to a point located within the Texas Army National Guard to a point of deflection of this tract.

THENCE, in a north westerly direction along the northern boundary line of the Texas Army National Guard where said line intersects the centerline of Bob Bullock Loop (Loop 20) to a point of deflection of this tract.

THENCE, in a northerly direction along the center line of Bob Bullock Loop (Loop 20) to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of Jacaman Road for a point of deflection of this tract.

THENCE, in a north westerly direction along the centerline of Jacaman Road to a point where the centerline of Jacaman Road intersects the centerline of Casa Verde Road for a point of deflection of this tract.

THENCE, in a north easterly direction along the centerline of Casa Verde Road to a point where the centerline of Casa Verde Road intersects the centerline of University Boulevard for a point of deflection of this tract.

THENCE, in a easterly direction along the centerline of University Boulevard to a point where the centerline of University Boulevard. intersects with the main walk way of the green area of Texas A&M International University for a point of deflection of this tract.

THENCE, in a southerly direction along the main walk way of the green area of Texas A&M International University to a point in front of the Sue and Radcliffe Killam Library for a point of deflection of this tract.

THENCE, in a easterly direction to a point on the east side of the Sue and Radcliffe Killam Library and on the west side of faculty parking lot for a point of deflection of this tract.

THENCE, in a southerly direction between the Bob Bullock Hall and the Lamar Bruni Vergara Science Center to a point south of F.M. Canseco Hall and north of Kinesiology – Convocation Building for a point of deflection of this tract.

THENCE, in a easterly direction around the physical plat of Texas A&M International University and then southerly between the soccer fields and baseball fields of the University to a point located 1,755' south of the baseball fields for a point of deflection of this tract.

THENCE, in a north easterly direction along the fence line of Killam Ranch a distance of 5,532' to a point where said line intersects the centerline of the aerial easements of the AEP-CPL high-voltage, transmission power line (said line known as the Laredo to Falfurrias Line) for a point of deflection of this tract.

THENCE, in a northwesterly direction approximately 2,403' along said transmission power line to a point where said line intersects the centerline of Killam Ranch Road for a point of deflection of this tract;

THENCE, in a north easterly direction along the centerline of Killam Ranch Road approximately 3.10 miles where said line intersects the centerline of the aerial easement of AEP-CPL high-voltage transmission power line for a point of deflection of this tract;

THENCE, in a south easterly direction along the centerline of the aerial easement of AEP-CPL high-voltage transmission power line approximately 3.59 miles to the center line of U.S. Highway 59 for a point of deflection of this tract;

THENCE, in a south westerly direction along the center line of U.S. Highway 59 approximately 6.13 miles to a point where the center line of U.S. Highway 59 intersects with the center line of Killam Ranch Road to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 266

Election Precinct No. 266 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Clark Boulevard intersects the centerline of Ejido Avenue for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of Ejido Avenue to a point where the centerline of Ejido Avenue intersects the centerline of Guadalupe Street for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Guadalupe Street to a point where the centerline of Guadalupe Street intersects the centerline of the Chacon Creek located on the east boundary lines of Moreno Addition and Villa del Sol Subdivisions for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Chacon Creek, and its meanders, (same being the east boundary lines of Moreno Addition and Villa del Sol Subdivisions), to a point where said line intersects a tributary of the Chacon Creek at the southeast corner of the Villa del Sol Subdivision (same point located on the boundary line of Census Tract No.1002, Block 2002) for a point of deflection of this tract;

THENCE, in an easterly direction along said tributary of the Chacon Creek to a point where said line intersects the centerline of Dorel Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Dorel Drive to a point where the centerline of Dorel Drive intersects the centerline of Daniela Lp for a point of deflection of this tract;

THENCE, in a westerly, southerly, and easterly direction along the centerline of Daniela Lp to a point where the centerline of Daniela Lp intersects the centerline of Dorel Dr. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Dorel Drive to a point where the centerline of Dorel Drive intersects the centerline of State Highway 359 (SH 359) for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of SH 359 to a point where the centerline of SH 359 intersects the centerline of Bob Bullock Loop (Loop 20) for the southeast corner of this tract;

THENCE, in a northerly direction along the centerline of Bob Bullock Loop (Loop 20) to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of Clark Boulevard for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Clark Boulevard to a point where it intersects the centerline of Ejido Avenue and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 267

Election Precinct No. 267 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of East Saunders Street. (U.S. Highway 59) intersects with the centerline of Casa Blanca Lake Road. for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly and then easterly direction along the centerline of Casa Blanca Lake Rd. to a point where the center of Casa Blanca Lake Rd. intersects the center line of Bob Bullock Lp (Loop 20) for a point of deflection of this tract.

THENCE, from the center line of Bob Bullock Lp (Loop 20) to a point where said line intersect with the center line of the rear entrance of State Park Lake Casa Blanca road, Approximately 282' east from said intersection to a point of deflection.

THENCE, in a northerly direction from said point over Lake Case Blanca Dam to the center line of the State Park road for a point of deflection of this tract.

THENCE, in an easterly direction along the center line of Casa Blanca State Park rd. to a point where the center line of Casa Blanca State Park rd. interests the center line of a 50' private access road know as Aztec Dr. for a point of defection of this tract.

THENCE, in a easterly direction and into the Webb County Road and Bridge Facility, meandering to the center line of US Highway 59 for a point of deflection of this tract.

THENCE, in a southerly direction along the centerline of US Highway 59 to a point where the centerline of US Highway 59 intersects with the City Limits Boundary of annexation tract of east Laredo (Ord. 85-O-177) for a point of deflection of this tract;

THECNE, in a easterly direction along the City Limit Boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O0177) also being the northern section of Heritage Park Mobile Home Subdivision (approximately 1, 043') for the northeast corner of this tract and a point of deflection of this tract;

THENCE, in a southwesterly direction along the City Limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) approximately 180' to a point where side boundary line intersects Ramos II annexation tract (93-O-101) for a point of deflection of this tract;

THENCE, in a southerly (approximately 194'), then easterly (approximately 313'), then southerly (approximately 598') direction along the City Limits boundary of Ramos II annexation tact (93-O-101), also being the easterly boundary of Heritage Park Mobile Home Subdivision, to a point where said boundary line intersects with the City Limits boundary of Ramos annexation tract (96-O-208) for a point of deflection of this tract;

THECNE, in a southerly direction (approximately 1,459') along the City Limit boundary of Ramos annexation tract (96-O-208), also being the easterly boundary of San Jose Subdivision, to a point where said boundary line intersects with the City Limit annexation of San Jose annexation tract (2012-O-204) for a point of deflection of this tract;

THENEC, in a southerly (approximately 26'), then westerly (approximately 598'), then northerly (approximately 29') direction along the City Limit annexation tract of San Jose, also being the southern section of San Jose subdivision to point where said line intersects with Ramos tract annexation for a point of deflection of this tract;

THENCE, in a westerly (approximately 1,453'), then southerly (approximately 964') direction along the city limit boundary of Ramos annexation tract (96-O-208) to a point where said city limit boundary line intersects with Hurd annexation tract (2006-O-352) for a point of deflection of this tract;

THENCE, in a easterly (approximately 780'), then southerly (approximately 479'), then westerly (approximately 1050'), then southerly (approximately 1,670'), then westerly (approximately 179') direction along the Hurd annexation tract to a point where said city limit boundary line intersects with Hurd Ranch I annexation tract for a point of deflection of this tract;

THENCE, in a southerly (approximately 1,507'), for the south east corner of this tract, then westerly (approximately 1,195'), then northerly (3,639') along the Hurd Ranch I annexation tract to a point where said city limit boundary line intersects the southern boundary of Woodland Subdivision for a point of deflection of this tract;

THENCE, in a westerly direction (approximately 159') the southern boundary of Woodland Subdivision, then northwesterly direction (approximately 611') being the western boundary of Woodland Subdivision, then northeasterly direction (approximately 883') being the northern boundary of Woodland Subdivision, then in a northwestern direction (approximately 280') to a point where said city limit boundary line intersects the city limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) for a point of deflection of this tract;

THENCE, in a westerly direction (approximately 663') along the southern boundary of city limits of tract 1 US Highway 59 East annexation (Ord. 85-O-177) to point where said boundary line intersects with the Mejia annexation tract (2001-O-287) for a point of deflection of this tract;

THENCE, in a southerly direction (approximately 104') along the city limit boundary line of the Mejia tract to a point where said line intersect with the city limit boundary of Barrera tract for a point of deflection of this tract;

THENCE, in a southern direction (approximately 494') being the eastern boundary of Al Barrera Plat, then southwestern direction (approximately 101'), then easterly direction (approximately 426') being the southern boundary of Al Barrera Tract and the K.Q.C. tract for a point of deflection of this tract;

THENCE, in a northerly direction (approximately 649') along the city limit boundary of the K.Q.C. tract, being the western boundary of said tract, to a point where said line intersects with the city limits boundary of Tract 1 US Highway 59 East annexation (Ord. 85-O-177) for a point of deflection of this tract;

THENCE, in a easterly direction (approximately 1,148') along the southern boundary of city limits of tract 1 US Highway 59 East annexation to a point where said line intersects with the Towne East Area III annexation tract for a point of deflection of this tract;

THENCE, in a southerly direction (approximately 530') along the city limit boundary of the Towne East Area III annexation (Ord. 88-O-57) tract, being the eastern boundary of Towne East Subdivision Phase II, to a point where said line intersects with the northeast corner of Towne East Subdivision Phase III for a point of deflection of this tract;

THECNE, in a southerly direction along eastern boundary line of Towne East Subdivision Phase III and along the eastern boundary of eastern boundary line of Towne East Subdivision Phase IV to a point where said line intersects with the northern boundary subdivision line of Ponderosa Hill Subdivision Unit 1 for a point of deflection of this tract;

THENCE, in a easterly direction (approximately 50') along the northern boundary line of Ponderosa Hills Subdivision Unit 1, then a southerly direction (approximately 541') along the eastern boundary of Ponderosa Hills Subdivision Unit 1 to a point where said line intersects the center line of Fairfield Drive for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Fairfield Drive to a point where the centerline of Fairfield Drive intersects the centerline of Bob Bullock Loop (Loop 20) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline the southern access road of Bob Bullock Loop (Loop 20) to a point where the centerline of the southern access road of Bob Bullock

Loop (Loop 20) intersects with East Saunders Street (US Highway 59) for a point of deflection of this tract;

THECE, in a westerly direction along the centerline of East Saunders Street (US Highway 59) to a point where centerline of East Saunders Street (US Highway 59) intersects with Casa Blanca Lake Road and the **POINT OF BEGINNING** of this tract.

ELECTION PRECINCT NO. 268

Election Precinct No. 268 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Guaymas Avenue intersects the centerline of Wormser Road for the southwest corner and **POINT-OF- BEGINNING** of this tract;

THENCE, in a southeasterly direction along the centerline of Wormser Road to a point where the centerline of Wormser Road intersects the centerline of Chacon Creek Tributary for the southeast corner for this tract and the point of deflection of this tract;

THENCE, in a northerly and meandering direction along the centerline of Chacon Creek Tributary approximately 4,598 feet for the northeast corner of this tract and the point of deflection of this tract;

THENCE, in a westerly direction a distance of approximately 217 feet from the centerline of Chacon Creek Tributary to a point where said line intersects with the centerline of Cuatro Vientos Rd. for a point of deflection of this tract.

THENCE, in a westerly direction a distance of approximately 1,004 feet from the centerline of Cuatro Vientos Rd. to a point located west of the subdivision boundary of Cuatro Vientos Norte Phase III Subdivision, on George T. McNary, wife Myrlee Wright McNary and Elaine Wright Calk property for a point of deflection of this tract;

THENCE, in a southerly direction approximately 1,343 feet from said point along the western boundary of Cuatro vientos Norte Phase III Subdivision to a point located on George T. McNary, wife Myrlee Wright McNary and Elaine Wright Calk property for a point of deflection of this tract;

THENCE, in a easterly direction from said point approximately 1,120 feet to the intersection of Mexico Avenue and Fuente Lane for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Fuente Lane to a point where the centerline of Fuente Lane intersects the centerline of Guaymas Avenue for the northwest corner of this tract and point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Guaymas Avenue to a point where the centerline of Guaymas Avenue intersects the centerline of Wormser Road and the **POINT OF BEGINNING**

ELECTION PRECINCT NO. 308

Election Precinct No. 308 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Springfield Avenue intersects the centerline of Del Mar Boulevard for the northeast corner and **POINT-OF- BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects with the centerline of Interstate Highway 35 (I.H. 35) and the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of I.H. 35 to a point where the centerline of I.H. 35 intersects with the centerline of Hillside Road for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Hillside Road to a point where the centerline of Hillside Road intersects the easterly property line of UISD Clark Elementary/Middle School Tract for the southeast corner of this tract;

THENCE, in a northerly direction along the east property line of the UISD Clark Elementary/Middle School Tract to a point where said property line intersects with the centerline of Mayberry Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Mayberry Street to a point where the centerline Mayberry Street intersects with the centerline of Alabama Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Alabama Avenue to a point where the centerline of Alabama Avenue intersects with the centerline of Arizona Loop for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Arizona Loop to a point where the centerline of Arizona Loop intersects with the centerline of Arizona Circle for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Arizona Circle to a Point where the centerline of Arizona Circle ends at the Cul-de-sac of Arizona Circle for a point of deflection of this tract;

THENCE, in a north easterly direction along the common property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4 east to its intersection with the property line of Block 16, Lot 316 and Block 18, Lot 329, Hillside Terrace Unit 5 Amended.

THENCE, north along this common property line to the northeast corner of Block 16, Lot 316, Hillside Terrace Unit 4 and also being the northwest corner of Block 18, lot 329, Hillside Terrace Unit 5 Amended.

THENCE, east along the northern property line of Block 18, Lot 329, Hillside Terrace Unit 5 Amended to its intersection with the centerline of Springfield Avenue for a point of deflection of this tract.

THENCE, in a northerly direction along the centerline of Springfield Avenue to a point where the centerline of Springfield Avenue intersects with the centerline of Del Mar Boulevard and the **POINT OF BEGINNING**.

ELECTION PRECINCT NO. 309

Election Precinct No. 309 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of McPherson Road intersects with the centerline of the concrete drainage channel for the southeast corner of said tract and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of Calle Del Norte for the northeast corner of this tract and the point of deflection of this tract;

THENCE, in a westerly direction along said the centerline of Calle Del Norte to a point where the center line of Calle Del Norte intersects the centerline Springfield Avenue for the northwest corner of this tract and the point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Springfield Avenue to a point where the centerline of Springfield Avenue intersects with the centerline of the concrete drainage channel for the southwest corner of this tract and the point of deflection of this tract;

THENCE, in an easterly direction along the centerline of the concrete drainage channel to a point where the centerline of the concrete drainage channel intersects with the centerline of McPherson Road and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 310

Election Precinct No. 310 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Marcella Avenue intersects the centerline of Eistetter Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of Marcella Avenue to a point where the centerline of Marcella Avenue intersects the centerline of Zacate Creek Drainage Canal for the northeast corner of this tract;

THENCE, in an easterly direction along the centerline of Zacate Creek Drainage Canal to a point where the centerline of Zacate Creek Drainage Canal intersects the centerline of W San Francisco Avenue for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of W San Francisco Avenue to a point where the centerline of W San Francisco Avenue intersects the centerline of Chicago St for a point of deflection for this tract;

THENCE, in an easterly direction along the centerline of Chicago St to a point where the centerline of Chicago St. intersects the centerline of E San Francisco Avenue point of deflection of this tract;

THENCE, in an southerly direction along the centerline of E San Francisco Ave to a point where the centerline of E San Francisco Avenue intersects the centerline of Eistetter St. for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Eistetter Street to a point where the centerline of Eistetter Street intersects with the centerline of Marcella Avenue and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 311

Election Precinct No. 311 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of East Saunders Street (U.S. Highway 59) intersects the centerline of McPherson Avenue for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of McPherson Avenue to a point where the centerline of McPherson Avenue intersects the centerline of the north boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), said line located along the centerline of the concrete drainage channel for the northeast corner of this tract;

THENCE, in a westerly direction along the north boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), said line located along the centerline of the concrete drainage channel to a point where said line intersects the centerline of Marcella Avenue for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of Marcella Avenue to a point where the centerline of Marcella Avenue intersects the centerline of East Saunders Street (U.S. Highway 59) for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of East Saunders Street (U.S. Highway 59) to a point where the centerline of East Saunders Street (U.S. Highway 59) intersects with the centerline of McPherson Avenue and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 312

Election Precinct No. 312 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Plum Street intersects the centerline of McClelland Avenue for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of McClelland Avenue to a point where the center line of McClelland Avenue intersects the centerline of San Jose Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of San Jose Street to a point where the centerline of San Jose Street intersects the centerline of McPherson Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of McPherson Avenue to a point where the centerline of McPherson Avenue intersects the centerline of East Saunders Street (U.S. Highway 59) for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of East Saunders Street (U.S. Highway 59) to a point where the centerline of East Saunders Street (U.S. Highway 59) intersects the centerline of Sanders Street for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of Sanders Avenue, to a point where the centerline of Sanders Avenue intersects the centerline of Ash Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Ash Street, to a point where the centerline of Ash Street intersects the centerline of Monterrey Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Monterrey Avenue to a point where the centerline of Monterrey Avenue intersects the centerline of Locust Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Locust Street, to a point where the centerline of Locust Street intersects the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Sanders Avenue, to a point where the centerline of Sanders Avenue intersects the centerline Plum Street for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Plum Street to a point where the centerline of Plum Street intersects with the centerline of McClelland Avenue and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 340

Election Precinct No. 340 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Calle del Norte intersects the centerline of McPherson Road for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of Del Mar Boulevard for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline McPherson Drive for the northwest corner of this tract;

THENCE, in a southeasterly direction along the centerline of McPherson Drive to a point where the centerline of McPherson Drive intersects the centerline of Belair Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Belair Drive to a point where the centerline of Belair Drive intersects the centerline of Nye Drive for a point of deflection of this tract;

THENCE, in southwesterly and southeasterly directions along the centerline of Nye Drive and its curve in an easterly direction to a point where the centerline of Nye Drive intersects the centerline of Weatherwood Road for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Weatherwood Road to a point where the centerline of Weatherwood Road intersects the centerline of Saint James Drive for a point of deflection of this tract;

THENCE, in a southwesterly and southerly direction along the centerline of Saint James Drive to a point where the centerline of Saint James Drive intersects the centerline of Calle del Norte for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Calle Del Norte to a point where the centerline of Calle Del Norte intersects the centerline of McPherson Road and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 341

Election Precinct No. 341 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Springfield Avenue intersects the centerline of Del Mar Boulevard for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline of McPherson Drive for the northeast corner of this tract;

THENCE, in a southeasterly direction along the centerline of McPherson Drive to a point where the centerline of McPherson Drive intersects the centerline of Belair Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Belair Drive to a point where the centerline of Belair Drive intersects the centerline of Nye Drive for a point of deflection of this tract;

THENCE, in southwesterly and southeasterly directions along the centerline of Nye Drive and its curve in an easterly direction to a point where the centerline of Nye Drive intersects the centerline of Weatherwood Road for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Weatherwood Road to a point where the centerline of Weatherwood Road intersects the centerline of Saint James Drive for a point of deflection of this tract;

THENCE, in a southwesterly and southerly direction along the centerline of Saint James Drive to a point where the centerline of Saint James Drive intersects the centerline of Calle del Norte for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Calle del Norte to a point where the centerline of Calle del Norte intersects the centerline of Springfield Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Springfield Avenue to a point where the centerline of Springfield Avenue intersects the centerline of Del Mar Boulevard and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 342

Election Precinct No. 342 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Del Mar Boulevard intersects the centerline of Broadcrest Drive for the southeast corner of said tract and the **POINT-OF-BEGINNING**.

THENCE, in a northerly direction along the centerline of Broadcrest Drive to a point where the centerline of Broadcrest Drive intersects the centerline of Antonia Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Antonia Street to a point where the centerline of Antonia Street intersects the centerline of Live Oak Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Live Oak Avenue to a point where the centerline of Live Oak Avenue intersects the centerline of Villastrigo Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Villastrigo Street to a point where the centerline of Villastrigo Street intersects the centerline of Grove Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Grove Avenue to a point where the centerline of Grove Avenue intersects the centerline of Amador Salinas Drive for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Amador Salinas Drive to a point where the centerline of Amador Salinas Drive intersects the centerline of Curly Lane for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Curly Lane to a point where the centerline of Curly Lane intersects the centerline of International Boulevard for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects the centerline of Interstate Highway 35 (I.H. 35) for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of I.H. 35 to a point where the centerline of I.H. 35 intersects the centerline of FM 1472 (a.k.a. Mines Road) for a point of deflection for this tract;

THENCE, in a northwesterly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of Santa Maria Road for the southwest corner of this tract;

THENCE, in a southerly direction the centerline of Santa Maria Road to a point where the centerline of Santa Maria Road intersects the centerline of Del Mar Boulevard for the southwest corner of this tract;

THENCE, in a easterly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects with the centerline of Broadcrest Drive and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 343

Election Precinct No. 343 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Del Mar Boulevard intersects the centerline of McPherson Road for the southeast corner of the tract and the **POINT-OF-BEGINNING**.

THENCE, in a northerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of International Boulevard for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects the centerline of Curly Lane for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of Curly Lane to a point where the centerline of Curly Lane intersects the centerline of Amador Salinas Drive for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Amador Salinas Drive to a point where the centerline of Amador Salinas Drive intersects the centerline of Grove Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Grove Avenue to a point where the centerline of Grove Avenue intersects the centerline of Villastrigo Stree, for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Villastrigo Street to a point where the centerline of Villastrigo Street intersects the centerline of Live Oak Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Live Oak Avenue to a point where the centerline of Live Oak Avenue intersects the centerline of Antonia Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Antonia Street to a point where the centerline of Antonia Street intersects the centerline of Broadcrest Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Broadcrest Drive to a point where the centerline of Broadcrest Drive intersects the centerline of Del Mar Boulevard for the southwest corner of this tract;

THENCE, in a easterly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline of McPherson Road and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 344

Election Precinct No. 344 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Del Mar Boulevard intersects the centerline of the Bob Bullock Loop (Loop 20) for the southeast corner of this tract and **POINT-OF-BEGINNING**;

THENCE, in a northwesterly direction along the centerline of the Bob Bullock Loop (Loop 20) to a point where the centerline of the Bob Bullock Loop (Loop 20) intersects the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) for the northeast corner of this tract;

THENCE, in a prevailing westerly direction along the centerline of AEP-CPL High-power Transmission Line to a point where the centerline of AEP-CPL High-power Transmission Line intersects the centerline of McPherson Road for the northwest corner of this tract;

THENCE, in a prevailing southerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of Del Mar Boulevard for the southwest corner of this tract;

THENCE, in a northeasterly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline of Bob Bullock Loop (Loop 20) and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 345

Election Precinct No. 345 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of McPherson Road intersects the centerline of San Isidro Parkway for the northwest corner and **POINT-OF-BEGINNING**;

THENCE, in a easterly direction along the centerline of San Isidro Parkway to a point where the centerline of San Isidro Parkway intersects the centerline of International Boulevard for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects the centerline of AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) for a point of deflection of this tract;

THENCE, in a prevailing westerly direction along the centerline of AEP-CPL Highpower Transmission Line to a point where said line intersects the centerline of McPherson Road for a point of deflection of this tract;

THENCE, in a prevailing northerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of San Isidro Parkway and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 349

Election Precinct No. 349 shall consist of all that territory described as follows:

BEGINNING at point where the centerline of McPherson Rd intersects with the centerline of Bob Bullock Lp (Loop 20) and POINT-OF-BEGINNG of this tract;

THENCE, in a southerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects the centerline of San Isidro Park Way for a point of deflection of this tract;

THENCE, in easterly direction along the centerline of San Isidro Park Way to a point where the centerline of San Isidro Park Way intersects the centerline of International Boulevard for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects the centerline of Bob Bullock Loop (Loop 20) for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of Bob Bullock Loop to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of Del Mar Boulevard for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Del Mar Boulevard (formerly known as San Ignacio Rd. and Casa Verde Rd.) to a point where the centerline of Del Mar Boulevard intersects the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) for a point of deflection of this tract;

THENCE, in a southeasterly direction approximately 4,840' along the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) to a point where the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) intersects the Killam Ranch fence line/ranch road for a point of deflection of this tract;

THENCE, in a northeasterly direction approximately 2.4 miles along the Killam Ranch fence line/ranch road to a where said line intersects a second Killam ranch road for a point of deflection of this tract;

THENCE, in a northwesterly direction along the second Killam ranch road to a point where said line intersects of the centerline of the AEP-CPL High-power Transmission Line for a point of deflection of this tract;

THENCE, continuing in a northwesterly direction along the centerline of the AEP-CPL High power Transmission Line to a point where the centerline of the AEP-CPL High power Transmission Line intersects the centerline of County Road 311 for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of County Road 311 to a point where the centerline of County Road 311 intersects with Melone Creek for a point of deflection of this tract;

THENCE, in a meandering direction along the centerline of Melone Creek to a point where the centerline of Melone Creek intersects with Ranch Road 7230A for a point of deflection of this tract;

THENCE, in a northwesterly direction along the centerline of Ranch Road 7230A to a point where the centerline of Ranch Road 7230A intersects with Becerra Creek for a point of deflection of this tract;

THENCE, in a meandering direction along the centerline of Becerra Creek to a point where the centerline of Becerra Creek intersects with Lincoln Nicholson Road (CR 1023 as per Texas Department of Transportation designation) for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Lincoln Nicholson Road (CR 1023) to a point where the centerline of Lincoln Nicholson Road (CR 1023) intersects with Callaghan Road (CR 1022 as per Texas Department of Transportation designation) for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Callaghan Road (CR 1022 as per Texas Department of Transportation designation) to a point where the centerline of Callaghan Road (CR 1022) intersects with the centerline of I.H. 35 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of I.H. 35 to a point where the centerline of I.H. 35 intersects with the City of Laredo annexation Ordinance 88-O-059 and 93-O-098 for a point of deflection of this tract;

THENCE, in a northeasterly direction along the City of Laredo city limits as per annexation Ordinance 93-O-098 to a point where said line intersects with the centerline of McPherson Rd. for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of McPherson Rd to a point where the centerline of McPherson Rd. intersects the centerline of Bob Bullock Lp (Loop 20) and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 351

Election Precinct No. 351 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of East Saunders Street (U.S. Highway 59) intersects the centerline of Bartlett Avenue for the southeast corner of this tract and the **POINT-OF-BEGINNING**;

THENCE, in a northerly direction along the centerline of Bartlett Avenue to a point where the centerline of Bartlett Avenue intersects the centerline of Pappas Street for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Pappas Street to a point where the centerline of Pappas Street intersects the centerline of Cherry Hill Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Cherry Hill Drive to a point where the centerline of Cherry Hill Drive intersects the centerline of Bustamante Street for a point of deflection of this tract;

THENCE, in westerly direction along the centerline of Bustamante Street to a point where the centerline of Bustamante Street intersects the centerline of Meadow Avenue for a point of deflection of this tract;

THENCE, in northerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects to the original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), located along the centerline of the concrete drainage channel for a point of deflection of this tract;

THENCE, in northwesterly direction along the original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records), located along the centerline of the concrete drainage channel to a point where the centerline of the concrete drainage channel intersects the centerline of McPherson Avenue for the northwest corner of this tract;

THENCE, in southerly direction along the centerline of McPherson Avenue to a point where the centerline of McPherson Avenue intersects the centerline of East Saunders (U.S. Highway 59) for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of East Saunders (U.S. Highway 59) to a point where the centerline of East Saunders (U.S. Highway 59) intersects the centerline of Bartlett Ave and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 356

Election Precinct No. 356 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of International Boulevard intersects the centerline of Bob Bullock Loop (Loop 20) for the northeast corner of this tract and the **POINT-OF-BEGINNING**;

THENCE, in a prevailing southeasterly direction along the centerline of Bob Bullock Loop (Loop 20), to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) for the southeast corner of this tract;

THENCE, in southwesterly direction along the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) to a point where the centerline of the AEP-CPL High-power Transmission Line (also known as the Laredo to Falfurrias Line) intersects with the centerline of International Boulevard for the southwest corner of the tract;

THENCE, in northerly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects with the centerline of Bob Bullock Loop (Loop 20) and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 359

Election Precinct No. 359 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of McPherson Road intersects the centerline of International Boulevard for the southeast corner of this tract and the **POINT-OF-BEGINNING**.

THENCE, in a easterly direction along the centerline of International Boulevard to a point where the centerline of International Boulevard intersects the centerline of Interstate Highway 35 (I.H. 35) for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Interstate Highway 35 (I.H. 35) to a point where the centerline of Interstate Highway 35 (I.H. 35) intersects with the annexation boundary Ordinance 93-O-098 (Milo Business Center Tract) for the northwest corner of this tract;

THENCE, in a northeasterly direction along the annexation boundary Ordinance 93-O-098 (Milo Business Center Tract) to a point where the annexation boundary Ordinance 93-O-098 (Milo Business Center Tract) intersects with the centerline of McPherson Road for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of McPherson Road to a point where the centerline of McPherson Road intersects with the centerline of International Boulevard and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 360

Election Precinct No. 360 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Interstate Highway 35 (IH 35) intersects the centerline of Hillside Road for the northwest corner of this tract and the **POINT-OF-BEGINNING**;

THENCE, in an easterly direction along the centerline of Hillside Road to a point where the centerline of Hillside Road intersects the centerline of Gallagher Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline Gallagher Avenue to a point where the centerline of Gallagher Avenue intersects the centerline of Calton Road for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline Calton Road to a point where the centerline of Calton Road intersects the centerline of Mims Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline Mims Avenue to a point where the centerline of Mims Avenue intersects the centerline of the concrete drainage channel for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline concrete drainage channel to a point where the centerline of concrete drainage channel intersects the centerline of IH 35 for the southwest corner of this tract;

THENCE, in northerly direction along the centerline of Interstate Highway 35 (I.H. 35) to a point where the centerline of Interstate Highway 35 (I.H. 35) intersects with the centerline of Hillside Road and the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 361

Election Precinct No. 361 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Springfield Avenue intersects the centerline of the Zacate Creek Drainage Canal for the southeast corner and **POINT-OF-BEGINNING** of this tract.

THENCE, in westerly direction along the centerline of concrete drainage channel to a point where the centerline of the concrete drainage channel intersects with the centerline of Mims Avenue and the southeast corner for this tract;

THENCE, in a northerly direction along the centerline of Mims Avenue to the point where the centerline of Mims Avenue intersects the centerline of Calton Road for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Calton Road to the point where the centerline of Calton Road intersects the centerline of Gallagher Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Gallagher Avenue to a point where the centerline of Gallagher Avenue intersects the centerline of Hillside Road for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Hillside Road to a point where the centerline of Hillside Road intersects the easterly property line of UISD Clark Elementary/Middle School Tract for the southeast corner of this tract;

THENCE, in a northerly direction along the east property line of the UISD Clark Elementary/Middle School Tract to a point where said property line intersects with the centerline of Mayberry Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Mayberry Street to a point where the centerline Mayberry Street intersects with the centerline of Alabama Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Alabama Avenue to a point where the centerline of Alabama Avenue intersects with the centerline of Arizona Loop for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Arizona Loop to a point where the centerline of Arizona Loop intersects with the centerline of Arizona Circle for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Arizona Circle to a Point where the centerline of Arizona Circle ends at the Cul-de-sac of Arizona Circle for a point of deflection of this tract;

THENCE, in a north easterly direction along the common property line of Block 16, Lot 316, and Block 16, Lot 317, Hillside Terrace Unit 4 east to its intersection with the property line of Block 16, Lot 316 and Block 18, Lot 329, Hillside Terrace Unit 5 Amended.

THENCE, north along this common property line to the northeast corner of Block 16, Lot 316, Hillside Terrace Unit 4 and also being the northwest corner of Block 18, lot 329, Hillside Terrace Unit 5 Amended.

THENCE, east along the northern property line of Block 18, Lot 329, Hillside Terrace Unit 5 Amended to its intersection with the centerline of Springfield Avenue for a point of deflection of this tract.

THENCE, in a southerly direction along the centerline of Springfield Avenue to a point where the centerline of Springfield Avenue intersects with the centerline of Zacate Creek Drainage Canal and the **POINT OF BEGINNING**.

ELECTION PRECINCT NO. 362

Election Precinct No. 362 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Alamo Street intersects the centerline of Interstate Highway 35 (IH 35) for the southwest corner and **POINT-OF-BEGINNING** of this tract.

THENCE, in a westerly direction along the centerline of Alamo Street to a point where the centerline of Alamo Street intersects the centerline of E San Francisco Avenue for the southeast corner of this tract;

THENCE, in a northerly direction along the centerline of E San Francisco Avenue to a point where the centerline of E San Francisco Avenue intersects the centerline of Taylor Street to a point of deflection of this tract;

THENCE, in westerly direction along the centerline of Taylor Street to a point where the centerline of Taylor Street intersects with the centerline of W San Francisco Ave for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of W San Francisco Ave. to a point where the centerline of W San Francisco Avenue intersects with the centerline of Zacte Creek Drainage Canal for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Zacate Creek Drainage Canal to a point where the centerline of Zacate Creek Drainage Canal intersects with the centerline of Interstate Highway 35 (I.H. 35) for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of I.H. 35 to a point where the centerline of I.H. 35 intersects with the centerline of Alamo Street and the **POINT OF BEGINNG.**

ELECTION PRECINCT NO. 363

Election Precinct No. 363 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Montgomery Street intersects the centerline of Sanders Avenue for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Avenue intersects with the centerline of E Saunders Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of E Saunders Street to a point where the centerline of E Saunders Street intersects with the centerline of Marcella Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Marcella Avenue to a point where the centerline of Marcella Avenue intersects with the centerline of Eistetter Street for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Eistetter Street to a point where the centerline of Eistetter Street intersects with the centerline of E San Francisco Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of E San Francisco Ave. to a point where the centerline of E. San Francisco Avenue intersects with the centerline of Taylor Street for a point of deflection of this tract;

THENCE, in a westerly direction long the centerline of Taylor Street to a point where the centerline of Taylor Street intersects with the centerline of Zacate Creek for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of Zacate Creek to a point where the centerline of Zacate Creek intersects with the centerline of W Saunders Street for a point of deflection of this tract;

THENEC, in a easterly direction along the centerline of W Saunders Street to a point where the centerline of W Saunders Street intersects with the centerline of E San Francisco Avenue for a point of deflection of this tract;

THENCE, in a Southerly direction along the centerline of E San Francisco Avenue to a point where the centerline of E San Francisco Avenue intersects with Montgomery Street for the southwest corner of this tract;

THENCE, in a easterly direction along the centerline of Montgomery Street to a point where the centerline of Montgomery Street intersects with the centerline of Sanders Street and the **PIONT OF BEGINNG.**

ELECTION PRECINCT NO. 401

Election Precinct No. 401 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Moctezuma Street intersects the centerline of San Dario Avenue (same being the east access road of Interstate Highway 35) for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Moctezuma Street to a point where the centerline of Moctezuma Street intersects the east boundary and wall of Fort McIntosh for a point of deflection of this tract;

THENCE, in a northwesterly direction along the east boundary and wall of Fort McIntosh to a point where the said boundary and wall of Fort McIntosh intersects the centerline of Anna Avenue to a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Anna Avenue to a point where the centerline of Anna Avenue intersects the centerline of Sanchez Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Sanchez Street and its extension to a point where said centerline intersects the international border at the Rio Grande for the northwest corner of this tract;

THENCE, in southerly and easterly directions, respectively, along the international border at the Rio Grande, and its meanders, to a point where the international border intersects the centerline of San Dario Avenue (same being the east access road of Interstate Highway 35) same point located on International Bridge No. 2 (Juarez-Lincoln International Bridge) for the southeast corner of this tract;

THENCE, in a northerly direction along the centerline of San Dario Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 402

Election Precinct No. 402 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Moctezuma Street intersects the centerline of Interstate Highway 35 (IH 35) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Moctezuma Street to a point where the centerline of Moctezuma Street intersects the east boundary and wall of Fort McIntosh for a southwest corner and point of deflection of this tract;

THENCE, in a northwesterly direction along the east boundary and wall of Fort McIntosh to a point where the said boundary and wall of Fort McIntosh intersects the centerline of Anna Avenue to a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Anna Avenue to a point where the centerline of Anna Avenue intersects the centerline of Sanchez Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Sanchez Street to a point where the centerline of Sanchez Street intersects the centerline of IH 35 for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of IH 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 403

Election Precinct No. 403 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Garden Street intersects the centerline of Interstate Highway 35 (IH 35) for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Garden Street to a point where the centerline of Garden Street intersects the centerline of Santa Maria Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Santa Maria Avenue to a point

where the centerline of Santa Maria Avenue intersects the centerline of Jefferson Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Jefferson Street to a point where the centerline of Jefferson Street intersects the international border at the Rio Grande River for the northwest corner of this tract;

THENCE, in a southerly direction along the international border at the Rio Grande, and its meanders, to a point where the international border at the Rio Grande intersects the centerline of Sanchez Street for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Sanchez Street to a point where the centerline of Sanchez Street intersects the centerline of IH 35 for the southeast corner of this tract;

THENCE, in a northerly direction along the centerline of IH 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 404

Election Precinct No. 404 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Sherman Street intersects the centerline of Interstate Highway 35 (IH 35) for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Sherman Street to a point where the centerline of Sherman Street intersects the centerline of Convent Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of the Convent Avenue a point where the centerline of the Convent Avenue intersects the centerline of Burnside Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Burnside Street to a point where the centerline of Burnside Street intersects the international border at the Rio Grande for a northwest corner of this tract;

THENCE, in a southerly direction along the international border at the Rio Grande, and its meanders, to a point where the international border at the Rio Grande intersects the centerline of Jefferson Street for the southwest corner of this tract;

THENCE, in an easterly direction along the centerline of Jefferson Street to a point where the centerline of Jefferson Street intersects the centerline of Santa Maria Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Santa Maria Avenue to a point where the centerline of Santa Maria Avenue intersects the centerline of Garden Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Garden Street to a point where the centerline of Garden Street intersects the centerline of IH 35 for the southeast corner of this tract;

THENCE, in a northerly direction along the centerline of IH 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 405

Election Precinct No. 405 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Burnside Street intersects the centerline of Santa Maria Avenue for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in westerly direction along the centerline of Burnside Street to a point where the centerline of Burnside Street intersects the international border at the Rio Grande for the southwest corner of this tract;

THENCE, in a northerly direction along the international border at the Rio Grande, and its meanders, to a point where the international border at the Rio Grande intersects the centerline of Markley Lane (same being the north boundary of the City of Laredo's original land grant and the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records) for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Markley Lane and said north boundary of the City of Laredo's original land grant to a point where said line intersects the centerline of Los Martinez Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Los Martinez Drive to point the centerline of Los Martinez Drive intersects the centerline of Sergio Street for a point of deflection of this tract;

THENCE, in a easterly along the centerline of Sergio Street to a point where the centerline of Sergio Street intersects the centerline of Riverside Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Riverside Drive to a point where the centerline of Riverside Drive intersects with the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects the centerline of Rio Grande Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Rio Grande Drive to a point where the centerline of Rio Grande Drive intersects the centerline of Maya Road for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Maya Road to a point where the centerline of Maya Road intersects the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects with the centerline of Chicago Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Chicago Street to a point where the centerline of Chicago Street intersects the centerline of Santa Maria Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Santa Maria Avenue to a point where the centerline of Santa Maria Avenue intersects with the centerline of Burnside Street and the **POINT OF BEGINNING**.

ELECTION PRECINCT NO. 406

Election Precinct No. 406 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Sherman Street intersects the centerline of Interstate Highway 35 (IH 35) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of Sherman Street to a point where the centerline of Sherman Street intersects the centerline of Convent Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Convent Avenue a point where the centerline of Convent Avenue intersects the centerline of Burnside Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Burnside Street to a point where the centerline of Burnside Street intersects the centerline of the Santa Maria Avenue for a southwest corner of this tract;

THENCE, in a northerly direction along the centerline of the Santa Maria Avenue to a point where centerline of the Santa Maria Avenue intersects the centerline of Chicago Street for the northwest corner of this tract;

THENCE, in a easterly direction along the centerline of Chicago Street to a point where the centerline of Chicago Street intersects with the centerline of IH 35 for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects the centerline of Sherman Street and the **POINT OF BEGINNING**.

ELECTION PRECINCT NO. 407

Election Precinct No. 407 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Interstate Highway 35 (IH 35) intersects the north boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects the centerline of Del Mar Boulevard for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Del Mar Boulevard to a point where the centerline of Del Mar Boulevard intersects the centerline of Santa Maria Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Santa Maria Avenue to a point where the centerline of Santa Maria Avenue intersects the centerline of FM 1472 (a.k.a. Mines Road) for a point of deflection of this tract;

THENCE, in a northwesterly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of Flecha Lane for the northeast corner of this tract;

THENCE, in a southwesterly direction along the centerline of Flecha Lane to a point where the centerline of Flecha Lane intersects the international border at the Rio Grande for the northwest corner of this tract;

THENCE, in southeasterly, southerly and southwesterly directions, respectively, along the international border of the Rio Grande, and its meanders, to a point where said international border intersects the centerline of Markley Lane and the north boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records) for the southwest corner of this tract;

THENCE, in an easterly direction along said north boundary of the City of Laredo's original land grant and old city limits to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 413

Election Precinct No. 413 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of McClelland Avenue intersects the centerline of Gustavus Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of McClelland Avenue to a point where the centerline of McClelland Avenue intersects the centerline of Plum Street for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Plum Street to a point where the centerline of Plum Street intersects the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Avenue intersects the centerline of Locust Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Locust Street to a point where the centerline of Locust Street intersects the centerline of Monterrey Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Monterrey Avenue to a point where the centerline of Monterrey Avenue intersects with the centerline of Ash Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Ash Street to a point where the centerline of Ash Street intersects the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Street intersects the centerline of Montgomery Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Montgomery Street to a point where the centerline of Montgomery Street intersects the centerline of E San Francisco Avenue for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of E. San Francisco Avenue to a point where the centerline of E. San Francisco Avenue intersects with the centerline of Elm Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Elm Street to a point where the centerline of Elm Street intersects with the centerline of Valencia Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Valencia Avenue to a point where the centerline of Valencia Avenue intersects with the centerline of Zacate Creek for a point of deflection of this tract;

THENCE, in a southerly direction and a meander along center line of Zacate Creek to a point where the centerline of Zacate Creek intersects with the centerline of San Leonardo Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of San Leonardo Avenue to a point where the centerline of San Leonardo Avenue intersects with the centerline of Park Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Park Street to a point where the centerline of Park Street intersects with the centerline of Clark Boulevard for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Clark Boulevard to a point where the centerline of Clark Boulevard intersects with the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Street intersects with the centerline of Gustavus Street for a point of deflection of this tract;

THENCE, in an easterly direction along said Gustavus Street to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 414

Election Precinct No. 414 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Marcella Avenue intersects the centerline of Garfield Street for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of Marcella Avenue to a point where the centerline of Marcella Avenue intersects the centerline of Fremont Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Fremont Street to a point where the centerline of Fremont Street intersects the centerline of Sanders Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Sanders Avenue to a point where the centerline of Sanders Avenue intersects the centerline of Clark Boulevard for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Clark Boulevard to a point where the centerline of Clark Boulevard intersects the centerline of Park St. for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Park St to a point where the centerline of Park St intersects the centerline of San Leonardo Ave for a point of deflection of this tract;

THENCE; in a northerly direction along San Leonardo Ave to a point where the center line of San Leonardo Ave. intersects the centerline of Gonzalez St. for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Gonzalez Street to a point where the centerline of Gonzalez Street intersects the centerline of Interstate Highway 35 (IH 35) for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects the centerline of the Texas Mexican Railroad Tracks for the southwest corner of this tract;

THENCE, in an easterly direction along the Texas Mexican Railroad Tracks to the centerline of Garfield Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Garfield Street to a point where the center line of Garfield Street intersects the centerline of Marcella Avenue for the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 416

Election Precinct No. 416 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of the Texas-Mexican Railroad Track along Moctezuma Street intersects the centerline of San Dario Avenue (being the east access road of Interstate Highway 35) for the northwest corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in an easterly and southeasterly direction along said Texas-Mexican Railroad Tracks to a point where the centerline of the Texas-Mexican Railroad Tracks intersects the centerline of Garfield Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Garfield Street to a point where the centerline of Garfield Street intersects the centerline of Maryland Avenue for the northeast corner of this tract;

THENCE, in a southerly direction along the centerline of Maryland Avenue to a point where the centerline of Maryland Avenue intersects the centerline of Market Street for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of the Zacate Creek for a point of deflection of this tract;

THENCE, in a southerly and southeasterly direction along the centerline of the Zacate Creek, and its meanders, to a point where the centerline of the Zacate Creek intersects the international border at the Rio Grande River for the southeast corner of this tract;

THENCE, in a northwesterly and westerly direction along the international border at the Rio Grande River, and its meanders, to a point where the international border intersects the centerline of San Dario Avenue (same being the east access road of IH 35) same point located on International Bridge No. 2 (Juarez-Lincoln International Bridge), for the southwest corner of this tract;

THENCE, in a northerly direction along said centerline of San Dario Avenue to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 417

Election Precinct No. 417 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Meadow Avenue intersects the centerline of Garfield Street for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Market Street for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of Maryland Avenue for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of Maryland Avenue to a point where the centerline of Maryland Avenue intersects the centerline of Garfield Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Garfield Street to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 423

Election Precinct No. 423 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the international boundary at the Rio Grande River intersects the centerline of Chacon Creek for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of Chacon Creek, and its meanders, to a point where the centerline of Chacon Creek intersects the centerline of Meadow Avenue for a point of deflection for this tract;

THENCE, in a northerly direction along the centerline of Meadow Avenue to a point where the centerline of Meadow Avenue intersects the centerline of Market Street for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of Market Street to a point where the centerline of Market Street intersects the centerline of Zacate Creek for the northwest corner of this tract;

THENCE in a southeasterly and southwesterly direction along the centerline of Zacate Creek as it meanders to a point where the centerline of Zacate Creek intersects the international border at the Rio Grande for the southwest corner of this tract;

THENCE, in a southeasterly direction along the international border at the Rio Grande, and its meanders, to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 446

Election Precinct No. 446 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of FM 1472 (Mines Road) intersects the centerline of Flecha Road for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of Rancho Viejo Drive for the northeast corner of this tract;

THENCE, in a southwesterly direction along the centerline of Rancho Viejo Drive and its extension to a point where said centerline intersects with the international border at the Rio Grande River for the northwest corner of this tract;

THENCE, in a southeasterly direction along the international border at the Rio Grande, and its meanders, to a point where the Rio Grande intersects the centerline of Flecha Lane for the southwest corner of this tract;

THENCE, in a northeasterly direction along the centerline of Flecha Lane to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 447

Election Precinct No. 447 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of the Bob Bullock Loop 20 intersects the centerline of Interstate Highway 35 (IH 35) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects the centerline of Uniroyal Drive for the northeast corner of this tract;

THENCE, in a northwesterly direction along the centerline of Uniroyal Drive to the west side of IH 35 for a point of deflection of this tract;

THENCE, in a southerly direction along the west side of IH 35 to a point where the west side of IH 35 intersects with the west boundary line of the Killam Oil Tract (annexation Ordinance No. 90-O-215) for a point of deflection of this tract;

THENCE, in a southerly direction along the west boundary line of the Killam Oil Tract to a point where the southwestern corner of the Killam Oil Tract abuts the northern boundary of the corporate limits of the City of Laredo, as said corporate limits existed on April 19, 2012, for a point of deflection of this tract;

THENCE, in a prevailing westerly direction along the meanders of the northern boundary of the corporate limits of the City of Laredo, as said corporate limits existed on April 19, 2012, to a

point where said north boundary of the corporate limits intersects the centerline of FM 3338 (Las Tiendas Road) for a point of deflection for this tract;

THENCE, in a southerly direction along the centerline of FM 3338 to a point where the centerline of FM 3338 intersects the centerline of FM 1472 (Mines Road) for a point of deflection of this tract;

THENCE, in a southeasterly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of El Pico Road for a point of deflection of this tract;

THENCE, in a westerly and northwesterly direction, respectively, along the centerline of El Pico Road, continuing beyond the public portion of the El Pico Road, to a point where the centerline of the private portion of El Pico Road intersects the southern boundary of the Pico Ranch Tract (annexation Ordinance No. 98-O-327) for a point of deflection of this tract;

THENCE, in a westerly direction along the southern boundary of the Pico Ranch Tract to a point where the southern boundary of the Pico Ranch Tract intersects the international border at the Rio Grande for a point of deflection of this tract;

THENCE, in a prevailing southeasterly direction along the international border at the Rio Grande, and its meanders, to a point where the Rio Grande intersects the centerline of the International Bridge No. 4 (World Trade Bridge) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of the International Bridge No. 4 (World Trade Bridge), and its meanders to a point where the centerline of Cerralvo Drive intersects with the centerline of Fasken Boulevard for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Fasken Boulevard to a point where the centerline of Fasken Boulevard intersects the centerline of Riverbank Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Riverbank Drive to a point where the centerline of Riverbank Drive intersects the centerline of Bob Bullock Loop (Loop 20) for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of the Bob Bullock Loop (Loop 20) to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 448

Election Precinct No. 448 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the west side of Interstate Highway 35 (IH 35) intersects the centerline of Uniroyal Drive for the **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the west side of Interstate Highway 35 (IH 35) to a point where the west side of Interstate Highway 35 (IH 35) intersects the centerline of State Highway 255 (Camino Columbia Toll Road) for the northeast corner of this tract;

THENCE, in a westerly direction along the centerline of State Highway 255 to a point where the centerline of State Highway 255 intersects with the west side of FM 1472 (Mines Road) for a point of deflection of this tract;

THENCE, in a southeasterly direction along the west side of FM 1472 to a point where the west side of FM 1472 intersects with the centerline of Ranch Road 5191A (private road) for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Ranch Road 5191A (private road) to where it intersects western boundary of the corporate limits of the City of Laredo, and its meanders, as existed on April 19, 2012, for a point of deflection of this tract;

THENCE, in northwesterly and southwesterly directions, respectively, along the western boundary of the corporate limits of the City of Laredo, and its meanders, as existed on April 19,

2012, to the international border at the Rio Grande, and its meanders, for a point of deflection of this tract;

THENCE, in a prevailing southerly direction along the international border at the Rio Grande, and its meanders, to a point where the Rio Grande intersects the southern boundary of the Pico Ranch Tract (annexation Ordinance No. 98-O-327) for a point of deflection of this tract;

THENCE, in an easterly direction along the southern boundary of the Pico Ranch Tract to a point where the southern boundary of the Pico Ranch Tract intersects with the center line of the private portion of El Pico Road for a point of deflection of this tract;

THENCE, in a southeasterly and easterly direction, respectively, along the centerline of the private portion of El Pico Road, and its meanders, and continuing along the public portion of the El Pico Road to a point where the centerline of the public portion of El Pico Road intersects the centerline of FM 1472 (Mines Road) for a point of deflection of this tract;

THENCE, in a northwesterly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of FM 3338 (Las Tiendas Road) for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of FM 3338 to a point where the centerline of FM 3338 intersects the northern boundary of the corporate limits of the City of Laredo, as said corporate limits existed on April 19, 2012, for a point of deflection of this tract;

THENCE, in a prevailing easterly direction along the meanders of the northern boundary of the corporate limits of the City of Laredo northern boundary of the corporate limits of the City of Laredo, as said corporate limits existed on April 19, 2012 to a point where said north boundary of the corporate limits intersects the west boundary line of the Killam Oil Tract (annexation Ordinance No. 90-O-215), for a point of deflection of this tract;

THENCE, in a northerly direction along the west boundary of the Killam Oil Tract, and its meanders, to a point where the said boundary of the Killam Oil Tract intersects with the west side of IH 35 for a point of deflection of this tract;

THENCE, in a northerly direction along the west side of IH 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 453

Election Precinct No. 453 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Elm Street intersects the centerline of Valencia Avenue Street for the northeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a southerly direction along the centerline of Valencia Avenue to a point where the centerline of Valencia Avenue intersects with the centerline of Zacate Creek for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Zacate Creek and its meanders, to a point where the centerline of Zacate Creek intersects with the centerline of San Leonardo Avenue for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of San Leonardo Avenue to a point where the centerline of San Leonardo Avenue intersects with the centerline of Gonzales Street for the southeast corner of this tract;

THENCE, in a westerly direction along the centerline of Gonzalez Street to a point where the centerline of Gonzalez Street intersects the centerline of Interstate Highway 35 (IH 35) for the southwest corner of this tract;

THENCE, in a northerly direction along the centerline of IH 35 to a point where the centerline of IH 35 intersects with the centerline of Frankfort Street for the northwest corner of this tract;

THENCE, in an easterly direction along the centerline of Frankfort Street to a point where the centerline of Frankfort Street intersects with the centerline of East San Francisco Avenue for a point of deflection of this tract;

THENCE, in a northerly direction along the center line of East San Francisco Avenue to a point where the centerline of East San Francisco Avenue intersects with the centerline of Elm Street for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of Elm Street to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 457

Election Precinct No. 457 shall consist of all that territory described as follows:

BEGINNING at a point in the County of Webb where the centerline of Interstate Highway 35 (IH 35) intersects the centerline of State Highway 255 (Camino Colombia Toll Road) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a westerly direction along the centerline of State Highway 255 to a point where the centerline of State Highway 255 intersects with the west side of FM 1472 (Mines Road) for a point of deflection of this tract;

THENCE, in a southeasterly direction along the west side of FM 1472 to a point where the west side of FM 1472 intersects with the centerline of Ranch Road 5191A (private road) for a point of deflection of this tract;

THENCE, in a westerly direction along the centerline of Ranch Road 5191A (private road) to a point along the western boundary of the corporate limits of the City of Laredo, as existed on April 19, 2012, for a point of deflection of this tract;

THENCE, in northwesterly and southwestly directions, respectively, along the western boundary of the corporate limits of the City of Laredo, and its meanders, as existed on April 19, 2012, to the international border at the Rio Grande, and its meanders, for the southwestern corner of this tract;

THENCE, in a prevailing northwesterly direction along the international border at the Rio Grande, and its meanders, to a point where the Rio Grande intersects the northwest corner of Webb County; same being the southern boundary line of Maverick County for the northwest corner of this tract;

THENCE, in an easterly direction along the common boundaries of Webb and Maverick Counties and continuing beyond the county line of Maverick County where said line becomes the common boundaries of Webb and Dimmit Counties to a point where said line intersects the west boundary line of La Salle County for the northeast corner of this tract;

THENCE, in southerly and easterly directions, respectively, along the common boundaries of Webb and La Salle Counties to a point where said line intersects the centerline of IH 35 for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of IH 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 458

Election Precinct No. 458 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of FM 1472 (Mines Road) intersects the centerline of Interstate Highway 35 (IH 35) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of FM 1472 to a point where the centerline of FM 1472 intersects the centerline of Rancho Viejo Drive for a point of deflection of this tract;

THENCE, in a southwesterly direction along the centerline of Rancho Viejo Drive and continuing in a straight line to intersect with the international border at the Rio Grande for a point of deflection of this tract;

THENCE, in a northwesterly direction along the international border at the Rio Grande, and its meanders, to a point where the Rio Grande intersects the centerline of the International Bridge No. 4 (World Trade Bridge) for a point of deflection of this tract;

THENCE, in an easterly direction along the centerline of the International Bridge No. 4 (World Trade Bridge), and its meanders to a point where the centerline of Cerralvo Drive intersects with the centerline of Fasken Boulevard for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Fasken Boulevard to a point where the centerline of Fasken Boulevard intersects the centerline of Riverbank Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Riverbank Drive to a point where the centerline of Riverbank Drive intersects the centerline of Bob Bullock Loop (Loop 20) for a point of deflection of this tract;

THENCE, in a northeasterly direction along the centerline of Bob Bullock Loop (Loop 20) to a point where the centerline of Bob Bullock Loop (Loop 20) intersects the centerline of IH 35 for the northeast corner of the tract;

THENCE, in a southerly direction along the centerline of I.H. 35 to the **POINT-OF-BEGINNING**.

ELECTION PRECINCT NO. 465

Election Precinct No. 465 shall consist of all that territory described as follows:

BEGINNING at a point in the City of Laredo where the centerline of Chicago Street intersects the centerline of Interstate Highway 35 (IH 35) for the southeast corner and **POINT-OF-BEGINNING** of this tract;

THENCE, in a northerly direction along the centerline of the IH 35 to a point where centerline of the IH 35 intersects the north boundary of the City of Laredo's original land grant (same being the former city limit line of Laredo as depicted in the Laredo Plat Book recorded in Volume 7, Page 15, Webb County Plat Records) for the northeast corner of this tract;

THENCE, in an westerly direction along the north boundary of the City of Laredo's original land grant and old city limits to a point where said line intersects the centerline of Los Martinez Drive for the northwest corner of this tract;

THENCE, in a southerly direction along the centerline of Los Martinez Drive to point the centerline of Los Martinez Drive intersects the centerline of Sergio Street for a point of deflection of this tract;

THENCE, in a easterly along the centerline of Sergio Street to a point where the centerline of Sergio Street intersects the centerline of Riverside Drive for a point of deflection of this tract;

THENCE, in a southerly direction along the centerline of Riverside Drive to a point where the centerline of Riverside Drive intersects with the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects the centerline of Rio Grande Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Rio Grande Drive to a point where the centerline of Rio Grande Drive intersects the centerline of Maya Road for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Maya Road to a point where the centerline of Maya Road intersects the centerline of Geronimo Drive for a point of deflection of this tract;

THENCE, in a northerly direction along the centerline of Geronimo Drive to a point where the centerline of Geronimo Drive intersects with the centerline of Chicago Street for a point of deflection of this tract;

THENCE, in a easterly direction along the centerline of Chicago Street to a point where the centerline of Chicago Street intersects the centerline of IH 35 and the **POINT OF BEGINNING** of this tract;

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Ronnie Acosta

SUBJECT

2014-O-020 Ratifying the execution of easement documents for the conveyance to Southwestern Bell Telephone Company a 25,063.50 sq. ft. easement lying wholly within the Laredo International Airport Terminal Subdivision Plat, City of Laredo, Texas as recorded in Volume 16, Pages 45 - 47, Webb County Plat Records; said easement being more particularly described by boundary survey and metes and bounds in attached Exhibit A. This easement tract is being requested for new communication lines to service the Fire Rescue Facility within the Municipal Airport and providing for effective date.

PREVIOUS COUNCIL ACTION

This item was introduced to City Council on January 21, 2014.

BACKGROUND

Southwestern Bell Telephone Company has requested that the City of Laredo grant them an easement for the installation of communication services at the Laredo International Airport to serve the Fire Rescue Building.

The installation of said services will provide for extension of communication lines within the City's Airport property.

That being the case, it is in the best interest of the City of Laredo to convey the above-referenced easement to Southwestern Bell Telephone Company, as described in attached Exhibit A.

COMMITTEE RECOMMENDATION

Recommends Final Reading of the Ordinance.

STAFF RECOMMENDATION

Staff recommends approval of Final Reading.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ordinance 2014O020

Recorded Easement Doc.

ORDINANCE NO. 2014-O-020

Ratifying the execution of easement documents for the conveyance to South Western Bell Telephone Company a 25,063.50 sq. ft. easement lying wholly within the Laredo International Airport Terminal Subdivision Plat, City of Laredo, Texas as recorded in Volume 16, Pages 45 -47, Webb County Plat Records; said easement being more particularly described by boundary survey and metes and bounds in attached Exhibit A. This easement tract is being requested for new communication lines to service the Fire Rescue Facility within the Municipal Airport and providing for effective date.

WHEREAS, the City of Laredo is constructing a new Fire Rescue Facility within the Municipal Airport, and

WHEREAS, the installation communication lines is needed to serve the operations of the facility, and

WHEREAS, that being the case, it is in the best interest of the City of Laredo to convey the above-referenced easement to South Western Bell Telephone Company, as described in attached Exhibit A.

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

- A. Ratifying the execution of easement documents for the conveyance to South Western Bell telephone Company a 25,063.50 sq. ft. easement lying wholly within the Laredo International Airport Terminal Subdivision Plat, City of Laredo, Texas as recorded in Volume 16, Pages 45 -47, Webb County Plat Records; said easement being more particularly described by boundary survey and metes and bounds in attached Exhibit A. This easement tract is being requested for new communication lines to service the Fire Rescue Facility within the Municipal Airport and providing for effective date.
- B. Said easement tract is needed for the installation of a new communication lines to serve the Fire Rescue Facility within the Municipal Airport, and
- C. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:

By: _____
DANIEL C. GARZA
ASST. CITY ATTORNEY



SOUTHWESTERN BELL TELEPHONE COMPANY

EASEMENT FOR UNDERGROUND AND AERIAL FACILITIES

THE STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WEBB

§

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, CITY OF LAREDO, a municipal corporation [hereinafter referred to as "GRANTOR" (whether one or more)], and SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, (hereinafter referred to as GRANTEE"), wherein GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "GRANTEE"), a permanent easement (hereinafter referred to as the "Easement") as described and shown on Exhibit "A", attached hereto and incorporated into this agreement for the purposes hereinafter set forth, upon, across, over, above, under and within GRANTOR'S tract of land located in Webb County, Texas, (hereinafter called "the Property"), and described as follows, to wit:

Lot 1, Block 1, of the Laredo International Airport Passenger Terminal Subdivision Plat, as recorded in Volume 16, Pages 45-47, of the Plat Records, Webb County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only an Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove such poles, guy wires, anchors, and underground communications, data, video and information systems and lines, circuits, and conduits, together with such other appurtenances thereto (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement.

(b) GRANTOR further conveys to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the Easement onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement;

the right to place on the surface of the Easement manholes, cable risers, connector terminals, repeaters, testing terminals and route markers; the right to construct, operate and maintain, or license others to do so, service lines for electric power; and, the right to install, maintain, and use gates in fences which cross said Easement.

(c) GRANTOR, its/their successors and assigns, shall have the right to use the surface of the Easement herein granted insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by GRANTEE, or its successors and assigns. GRANTOR hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on surface of the Easement and no change will be made in the grade, elevation or contour of the Easement, nor any tree planted thereon, without the prior written consent of GRANTEE, which consent will not be unreasonably denied, delayed or conditioned.

(d) During the period of installation, removal or replacement of the Facilities by GRANTEE within the Easement herein granted, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

(e) The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

(f) GRANTOR warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property.

(g) NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

(h) GRANTEE hereby agrees to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this 23 day of Dec, 2013.

CITY OF LAREDO
A Municipal Corporation

By:  _____

Name: Carlos Villarreal

Title: City Manager

Return to:
AT&T Texas
Right-of-Way Office
4119 Broadway, Rm 760B
San Antonio, Texas 78209
File: 13101001

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Webb

BEFORE ME, the undersigned authority, on this day personally appeared Carlos R. Villarreal, known to me to be the person whose name is/are subscribed to the foregoing instrument as City Manager of Laredo, Texas, a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 23 day of December, 2013.



Ruth G Silva
Notary Public in and for the State of Texas
My Commission Expires 1/28/2014

STATE OF TEXAS
COUNTY OF WFBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ML



Marjie Rainey Stone

COUNTY CLERK
WEBB COUNTY, TEXAS

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Horacio de Leon

Staff Source: Heberto L. Ramirez, Director

SUBJECT

2014-O-021 Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2014 and terminating at 12:00 pm on February 3, 2019.
2. Annual duct fee shall be \$25,525.64 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a seven dollar and 67/100 (\$7.67) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

Introductory reading approved on January 21, 2014.

BACKGROUND

The City of Laredo and Bestel USA, Inc., entered into a five (5) year license agreement commencing November 4, 2002 and terminating November 3, 2007 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was \$15,194.00 plus a \$5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This agreement continued on a month to month until a license agreement commencing December 16, 2008 and terminating December 15, 2013 was entered into by the City and Bestel. The city received an annual duct fee of \$20,000.00 and \$6.00 per linear foot right-of-way-fee plus a 5% annual increase on both the duct fee and the right-of-way fee. The city and Bestel have agreed to a five year license agreement commencing February 4, 2014 and terminating February 3, 2019. The city will receive an annual duct fee of \$25,525.64 and \$7.67 per linear foot right-of-way fee; with a 5% annual increase on both the duct fee and the right-of-way fee. Bestel currently occupies 566 linear feet of right-of-way. Bestel has agreed to pay the greater of the amount established by this license agreement or that amount that Bestel, or a corporate affiliate, pays to any other entity to cross and international bridge located in the State of Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The city will receive an annual rent of \$29,864.03 with a 5% increase on each anniversary of the commencement date. The city will also receive \$4,090.95 for the period of December 16, 2013 thru February 3, 2014. Rent will be credited to General Fund- Telecommunications License line item #101-0000-311-1060

Attachments

Bestel Ordinance

Bestel License

Bestel Schedule A

ORDINANCE NO 2014-O-021

AUTHORIZING THE CITY MANAGER TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND BESTEL USA, INC., A NEVADA CORPORATION, FOR THE USE OF ONE (1) INNERDUCT IN THE JUAREZ LINCOLN BRIDGE AND 566 LINEAR FEET OF RIGHT-OF-WAY.

- 1. TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, FEBRUARY 4, 2014 AND TERMINATING AT 12:00 PM, FEBRUARY 3, 2019.**
- 2. ANNUAL DUCT FEE SHALL BE \$25,525.64 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE DUCT FEE, LICENSEE SHALL PAY A SEVEN DOLLAR AND 67/100 (\$7.67) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way;

WHEREAS, Bestel USA, Inc. has agreed to pay the greater of the amount established by this license agreement or that amount that Bestel USA, Inc., or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff finds that said license agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1. The City Manager be and is authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way, a copy of which 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 3rd DAY OF February, 2014.

Raul G. Salinas
Mayor

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

BY:

Raul Casso
City Attorney

LICENSE

1. **THIS LICENSE**, made this 4th day of February, 2013 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the “Licensor” and **BESTEL USA, INC.**, a Nevada Corporation, hereinafter designated the “Licensee,” and collectively “Parties.”

AGREEMENT

2. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge “Bridge” and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

One (1) innerduct in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule “A” forming a part hereof.

3. All Parties acknowledge that it shall be the Licensee’s sole responsibility, and at Licensee’s sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

4. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

5. **Term:** The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 4th day of February, 2014 and ending eleven fifty-nine (11:59 p.m.) on the 3rd day of February, 2019. This license renews/extends that certain License Agreement between the Parties dated December 16, 2008.

6. **Annual Fees:** Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as “Annual Fees”), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

(a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar (\$6.00) per linear foot rights-of-way fee that commenced in 2008 and has increased at the rate of five percent (5%) per year such that commencing in 2013 the rights-of-way fee is \$7.67. The Parties further agree that the Licensee currently occupies five hundred sixty-six (566) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

<u>Year of Term</u>	<u>Annual Fee Per Duct</u>	<u>Right-of-Way Fee</u>	<u>Total Fee</u>
First	\$25,525.64	566' @\$7.67 = \$4,338.39	\$29,864.03
Second	\$26,801.92	566' @\$8.05 = \$4,555.31	\$31,357.23
Third	\$28,142.01	566' @\$8.45 = \$4,783.07	\$32,925.09
Fourth	\$29,549.11	566' @\$8.87 = \$5,022.23	\$34,571.34
Fifth	\$31,026.57	566' @\$9.32 = \$5,273.34	\$36,299.91

7. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

8. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

9. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any

such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

10. This License may be terminated by Licensee immediately upon given written notice to Licensor of:

- (a) A required governmental certificate, permit, license or other approval being canceled; or
- (b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;
- (c) Licensor breaches a representation or warranty contained in this License; or
- (d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

11. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

- (a) Terminate this agreement;
- (b) Demand the removal of the Licensee's cables and equipment; or
- (c) Revoke the permission granted herein,

neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person make such claims under the License by reason of such termination, demand, or revocation.

12. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

13. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

14. Licensee shall use the premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

15. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

16. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

17. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not be reasonable be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

18. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

19. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees.

20. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

21. Licensee may sublicense the inner duct only upon approval of the Licensor, and all Parties acknowledge such sublicense will result in an increase in the base annual fees. Any unauthorized sublicense, at the Licensor's discretion, will result in immediate termination, resulting in the forfeiture of any prepaid annual fees and subject Licensee to any other legal avenues, including criminal and civil actions for trespass. All such sublicenses shall contain a clause obligating Licensee to pay Licensor fifty percent (50%) of any fees or rent billed to sublicensee by Licensee, regardless of any deficiencies in the collection of such charges.

(a) By executing this renewal, Licensee warrants that no other party currently occupies the inner duct that is the subject of this license. Breach of this representation subjects Licensee to immediate termination and a penalty in the amount equivalent to the total fees owed for the five years of this Agreement.

OPERATIONAL RIGHTS

22. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

23. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

24. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions do not arise wholly from the Licensor's negligence.

25. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease, each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Builders Risk coverage as follows:

(1) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(2) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials. The deductible shall not exceed \$5,000.

26. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

(a) The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

(e) All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

27. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

(b) Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

28. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

29. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

30. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or

rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

31. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

32. The following shall be events of default:

- (a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;
- (b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;
- (c) Licensee abandons or vacates the Premises without paying annual fees;
- (d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

33. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

34. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

- (a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:
 - (1) The amount of the unpaid annual fees accrued through the date of termination;
 - (2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

35. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such previous breach.

SUCCESSOR, ASSIGNS and MISCELLANEOUS

36. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

37. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Licensor: City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: City Attorney and
Telecommunications Director

With a copy to: Gerard Lavery Lederer
Best Best & Krieger
2000 Pennsylvania Avenue N.W.

Suite 4300
Washington, DC 20006

If to Licensee: Fernando Krasovsky
Bestel (USA) Inc.
520 Iturbide
Laredo, Texas 78040

With a copy to: Bestel (USA) Inc.
100 Taylor Street
Suite 335
San Antonio, Texas 78205

AUDIT AUTHORITY

38. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

39. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

40. Licensor shall have the right to recompute any amounts determined to be payable under this License.

41. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

42. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

43. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

BY: Carlos R. Villarreal
CITY MANAGER

ATTEST:

BY: Gustavo Guevara
CITY SECRETARY

APPROVED AS TO FORM:

BY: Raul Casso
CITY ATTORNEY

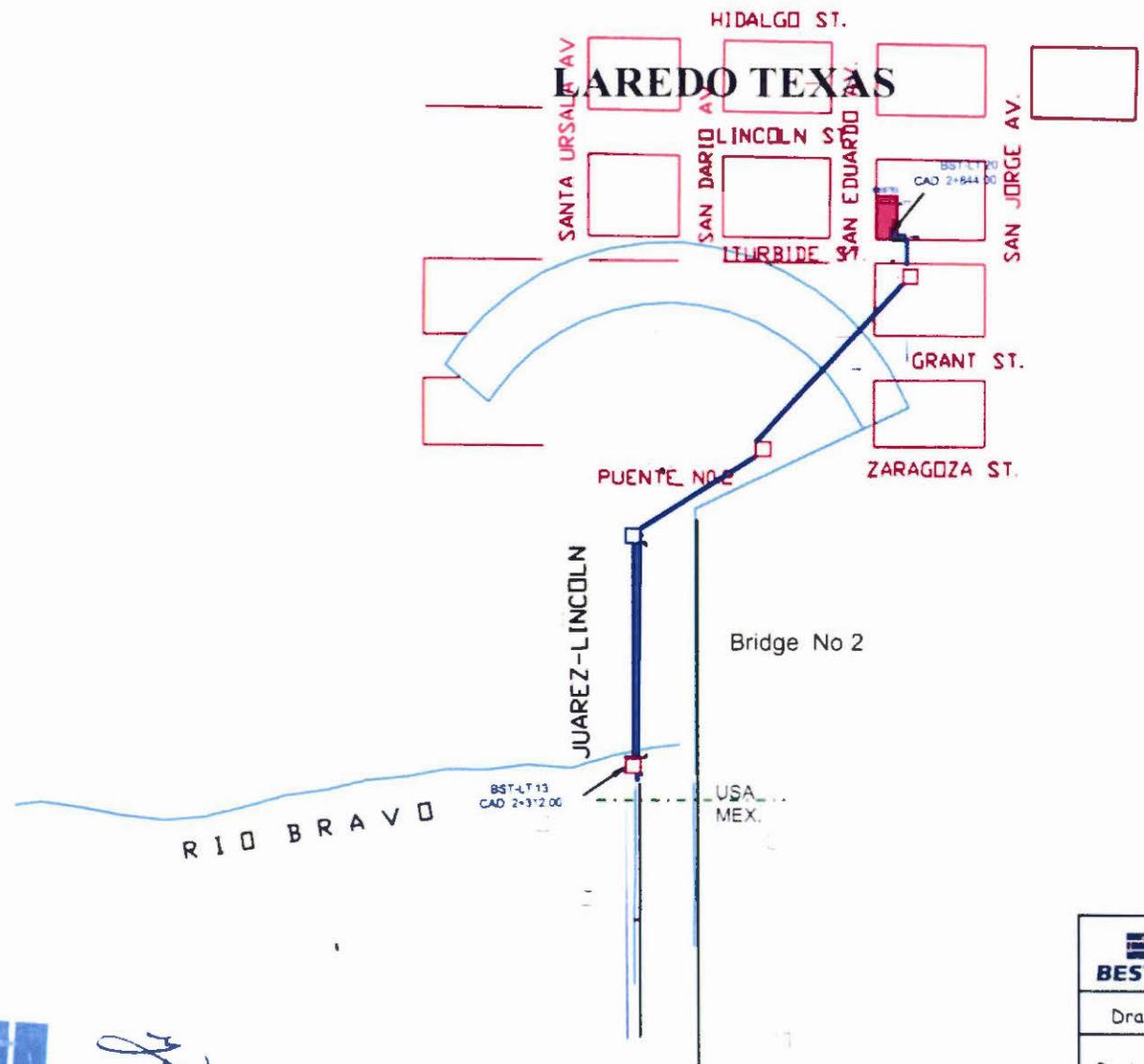
LICENSEE:

BESTEL USA, INC., a Nevada Corporation

BY: Juan Pablo Del Real Vazquez
LEGAL REPRESENTATIVE

BY: Roberto Compean Woodworth
LEGAL REPRESENTATIVE

LAREDO TEXAS



BST-LT 13
CAD 2+372.00

BST-LT 20
CAD 2+844.00



Drawn By	Gerardo Gaytan	
Revised By	Alejandro Mireles	
Nov. 08	Manto.USA	DRW N/S

SCHEDULE A

Handwritten notes and signatures in the bottom left corner, including a signature and some illegible text.

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Horacio de Leon

Staff Source: Heberto L. Ramirez, Director

SUBJECT

2014-O-022 Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and VTX Communications, L.L.C, a Texas Limited Liability Company, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2014 and terminating at 12:00 pm on February 3, 2019.
2. Annual duct fee shall be \$25,525.64 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a seven dollar and 67/100 (\$7.67) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

Introductory reading approved January 21, 2014.

BACKGROUND

The City of Laredo and VTX Communications, LP, entered into a five (5) year license agreement commencing April 21, 2003 and terminating April 20, 2008 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was \$15,194.00 plus a \$5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This agreement continued on a month to month until a license agreement commencing December 2, 2008 and terminating December 1, 2013 was entered into by the city and VTX. The city received an annual duct fee of \$20,000.00 and \$6.00 per linear foot right-of-way-fee plus a 5% annual increase on both the duct fee and the right-of-way fee. The city and VTX have agreed to a five year license agreement commencing February 4, 2014 and terminating February 3, 2019. The city will receive an annual duct fee of \$25,525.64 and \$7.67 per linear foot right-of-way fee; with a 5% annual increase on both the duct fee and the right-of-way fee. VTX currently occupies 640 linear feet of right-of-way. VTX has agreed to pay the greater of the amount established by this license agreement or that amount that VTX, or a corporate affiliate, pays to any other entity to cross and international

bridge located in the State of Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The city will receive an annual rent of \$30,434.44 with a 5% increase on each anniversary of the commencement date. The city will also receive \$5,418.66 for the period of December 1, 2013 thru February 3, 2014. Rent will be credited to General Fund- Telecommunications License line item #101-0000-311-1060

Attachments

VTX Ordinance

VTX License

Schedule A

ORDINANCE NO 2014-O-022

AUTHORIZING THE CITY MANAGER TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND VTX COMMUNICATIONS, LLC, A TEXAS LIMITED LIABILITY COMPANY FOR THE USE OF ONE (1) INNERDUCT IN THE JUAREZ LINCOLN BRIDGE AND 640 LINEAR FEET OF RIGHT-OF-WAY.

- 1. TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, FEBRUARY 4, 2014 AND TERMINATING AT 12:00 PM, FEBRUARY 3, 2019.**
- 2. ANNUAL DUCT FEE SHALL BE \$25,525.64 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE DUCT FEE, LICENSEE SHALL PAY A SEVEN DOLLAR AND 67/100 (\$7.67) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, A Texas Limited Liability Company, dated February 4, 2014 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way;

WHEREAS, VTX Communications, LLC, has agreed to pay the greater of the amount established by this license agreement or that amount that, VTX Communications, LLC, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff finds that said license agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1. The City Manager be and is authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, a Texas Limited Liability Company, dated February 4, 2014 for

the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way, a copy of which 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 3rd DAY OF February, 2014.

Raul G. Salinas
Mayor

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

BY: _____
Raul Casso
City Attorney

LICENSE

THIS LICENSE, made this 4th day of February, 2014 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the “Licensor” and **VTX COMMUNICATIONS, LLC**, a Texas Limited Liability Company, hereinafter designated the “Licensee,” and collectively “Parties.”

AGREEMENT

1. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge “Bridge” and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

One (1) innerduct in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various splicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule “A” forming a part hereof.

2. All Parties acknowledge that it shall be the Licensee’s sole responsibility, and at Licensee’s sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

3. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

4. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 4th day of February, 2014 and ending eleven fifty-nine (11:59 p.m.) on the 3rd day of February, 2019.

5. Annual Fees: Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as “Annual Fees”), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

(a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar (\$6.00) a linear foot rights-of-way fee that commenced in 2008 and has increased five percent (5%) per year such that commencing in 2013 the rights-of-way fee is \$7.67. The Parties further agree that the Licensee currently occupies six hundred and forty (640) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

<u>Year of Term</u>	<u>Annual Fee Per Duct</u>	<u>Right-of-Way Fee</u>	<u>Total Fee</u>
First	\$25,525.64	640' @\$7.67 = \$4,908.80	\$30,434.44
Second	\$26,801.92	640' @\$8.05 = \$5,152.00	\$31,953.92
Third	\$28,142.01	640' @\$8.45 = \$5,408.00	\$33,550.01
Fourth	\$29,549.11	640' @\$8.87 = \$5,676.80	\$35,225.91
Fifth	\$31,026.57	640' @\$9.32 = \$5,964.80	\$36,991.37

6. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

7. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee will be due at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

8. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the expense of such removal

shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

9. This License may be terminated by Licensee immediately upon written notice to Licensor of:

- (a) A required governmental certificate, permit, license or other approval being canceled; or
- (b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;
- (c) Licensor breaches a representation or warranty contained in this License; or
- (d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

10. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

- (a) Terminate this agreement;
- (b) Demand the removal of the Licensee's cables and equipment; or
- (c) Revoke the permission granted herein,

neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person making such claims under the License by reason of such termination, demand, or revocation.

11. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

12. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased

by fifty percent (50%) for each year of the holdover. Either party, upon one month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

13. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

14. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

15. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

16. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

17. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby

agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

18. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees.

19. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

20. Licensee represents and warrants that Licensee shall at all times maintain exclusive control over the inner duct and the fiber optic cable located in the inner duct. The sole right to access, maintain, repair, remove and otherwise utilize the inner duct and fiber optic cable located therein shall at all times be and remain exclusively under Licensee's sole control. Licensee may not sublicense the inner duct. Any unauthorized sublicense shall, at the Licensor's discretion, result in immediate termination and forfeiture of any prepaid Annual Fees in addition to such other remedies available to Licensor at law or in equity for such breach.

OPERATIONAL RIGHTS

21. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said Bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom

in any way whatsoever, provided that any such loss, costs, damages, claims or actions does not arise wholly from the Licensor's negligence.

24. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease, each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Builders Risk coverage as follows:

(1) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(2) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials. The deductible shall not exceed \$5,000.

25. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

(a) The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

(e) All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

26. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

(b) Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

27. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

28. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

30. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

31. The following shall be events of default:

- (a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;
- (b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;
- (c) Licensee abandons or vacates the Premises without paying annual fees;
- (d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

(1) The amount of the unpaid annual fees accrued through the date of termination;

(2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such previous breach.

SUCCESSOR, ASSIGNS AND MISCELLANEOUS

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

36. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of Laredo 1110 Houston Laredo, Texas 78040 Attn: City Attorney and Telecommunications Director
With a copy to:	Gerard Lavery Lederer Best Best & Krieger 2000 Pennsylvania Avenue N.W. Suite 4300 Washington, DC 20006
If to Licensee:	VTX Communications, LLC Attn: General Manager 881 E. Hidalgo Avenue Raymondville, TX 78580

AUDIT AUTHORITY

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

39. Intentionally Omitted.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public

utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

BY: Carlos R. Villarreal
CITY MANAGER

ATTEST:

BY: Gustavo Guevara
CITY SECRETARY

APPROVED AS TO FORM:

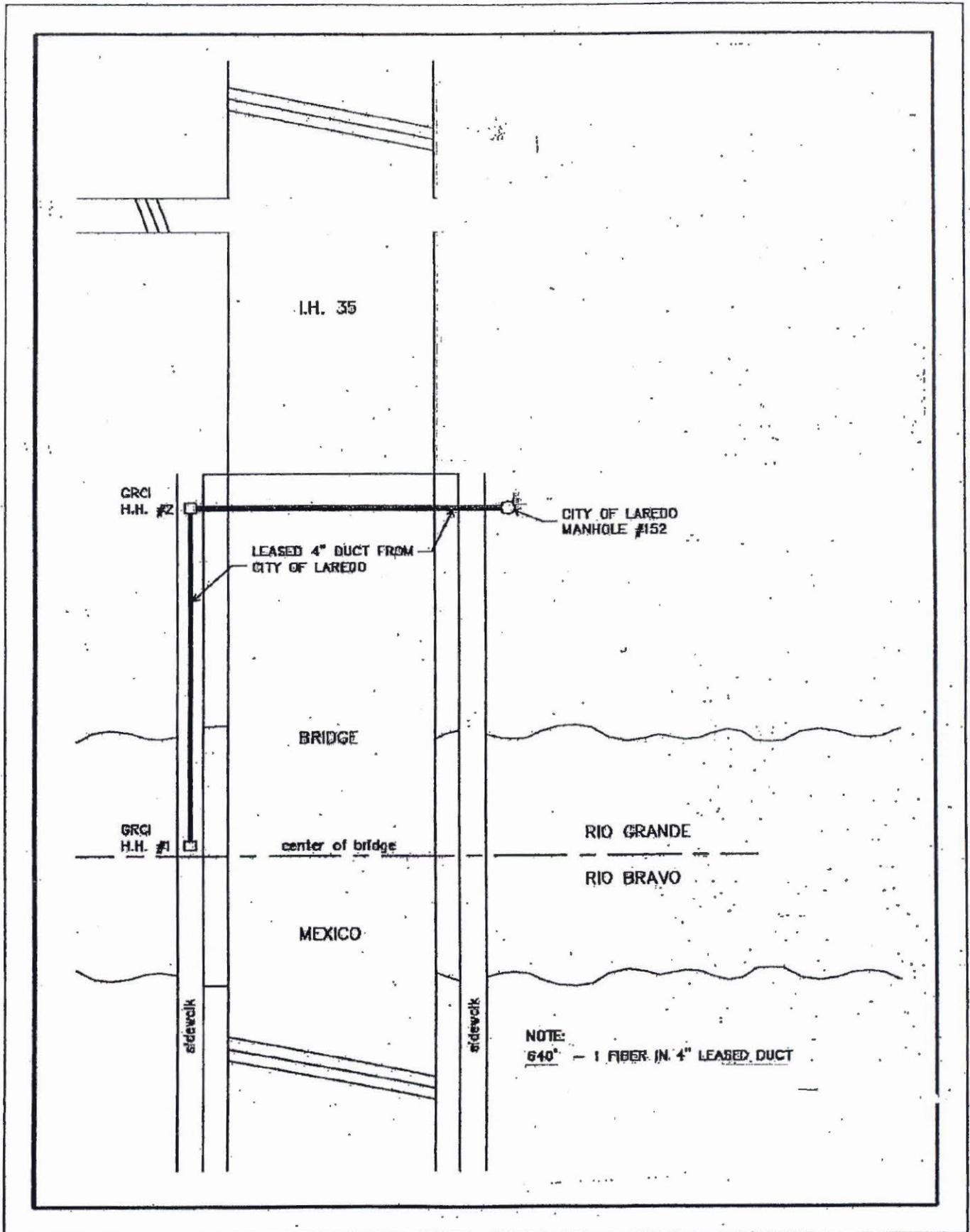
BY: Raul Casso
CITY ATTORNEY

LICENSEE:

VTX Communications, LLC

BY: Lew Brownfield
GENERAL MANAGER

SCHEDULE A



Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Tomas M. Rodriguez, Jr., P.E., Utilities Director

SUBJECT

2014-O-023 Authorizing the City Manager to convey easements and right of way to AEP Texas Central Company located at, and to serve, the South Laredo Wastewater Treatment Plant, one (1) conveyance over a 0.8106 acre tract and one (1) conveyance over a 0.8464 acre tract as described in easement conveyance attached as Exhibit A; and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Introductory Ordinance approved by City Council on 1/21/2014.

BACKGROUND

AEP Texas Central Company requests a permanent easement and rights of way within the area of the South Laredo Wastewater Treatment Plant for the provision of installing permanent electrical facilities to service the plant; and has submitted proposed easement conveyances for the 0.8106 acre tract of land, more or less situated in Porcion 36 and 37, Webb County, Texas, being out of a 84,794 acre tract and recorded in Vol. 709, pages 724-726 and same being out of 53.7190 acre tract and recorded in Vol. 619, pages 206-207. Also a tract of land containing 0.8464 acres, more or less, situated in Porcion 36 and 37, Webb County, Texas, being out of 53.7190 acre tract and recorded in Vol. 619, pages 206-207, Deed Records of Webb County, TX.

It is in the best interest of the City to convey the said easements to AEP Texas Central Company, in the form and content attached as Exhibit **A**.

COMMITTEE RECOMMENDATION

Approval of Final Ordinance

STAFF RECOMMENDATION

Approval of Final Ordinance

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: n
Source of Funds:
Account #: 559-0000-161-1000
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Easements are being accounted for in the above account number.

Attachments

SLWWTP AEP Easement
AEP Ordinance 2014-O-023

Town: Laredo, Texas

County: Webb

Submitted by: MAV/FRIII

Date: 01/21/2014

Description: Install electrical facilities for City of Laredo
South WWTP on Hwy 83 & Riverside Road

WR# _____

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Webb County, Texas, to wit:

Two 15 foot wide easements lying wholly within an 84.794 acre tract and a 53.7190 acre tract, situated in Porcion 36 and Porcion 37, Webb County, Texas, and as conveyed to grantor on deeds recorded in Volume 709, Page 724, and Volume 619, Page 206, Webb County Deed Records.

SEE EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF AND INCORPORATED HEREIN (the “Easement Area”)

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2014.

CITY OF LAREDO, A MUNICIPAL CORPORATION
(Name of Corporation)

By: _____
Carlos Villarreal, City Manager
(Typed Name and Title)

LEGAL DESCRIPTION "A"
0.81 ACRES
A 15 FOOT WIDE UTILITY EASEMENT

AN EASEMENT CONTAINING 0.81 ACRES, MORE OR LESS, SITUATED IN PORCION 36 AND 37, WEBB COUNTY, TEXAS. BEING OUT OF A 84,794 ACRE TRACT CONVEYED TO THE CITY OF LAREDO, TEXAS, A MUNICIPALITY DOMICILED IN LAREDO, WEBB COUNTY, TEXAS, RECORDED IN VOL. 709, PAGES 724-725. WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS AND SAME BEING OUT OF 53.7190 ACRE TRACT, CONVEY TO THE CITY OF LAREDO, TX, A MUNICIPALITY DOMICILED IN LAREDO, WEBB COUNTY, TEXAS RECORDED IN VOLUME 619, PAGES 206-207, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS. SAID 0.81 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER, SANTA FE SUBDIVISION UNIT 2 RECORDED IN VOLUME 15, PAGES 15, WEBB COUNTY PLAT RECORDS, WEBB COUNTY, TEXAS AND THE SOUTHEAST CORNER OF SAID 53.7190 ACRE TRACT;

THENCE, N 05°56'32" W, A DISTANCE OF 1,309.14 FEET TO A ½" IRON ROD SET FOR THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE, N 89°58'53" W, A DISTANCE OF 15.00 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°01'07" E, A DISTANCE OF 69.03 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 43°43'05" E, A DISTANCE OF 98.97 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°00'00" E, A DISTANCE OF 912.07 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 88°37'01" W, A DISTANCE OF 831.85 FEET TO A POINT AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 340.88 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 89°59'59" E, A DISTANCE OF 19.50 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 26.99 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 90°00'00" W, A DISTANCE OF 39.50 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°00'00" E, A DISTANCE OF 26.99 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 5.00 FEET TO A ½" IRON ROD SET FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°00'00" E, A DISTANCE OF 355.52 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 86°37'01" E, A DISTANCE OF 861.86 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 933.45 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 43°43'05" W, A DISTANCE OF 98.97 FEET TO A ½" IRON ROD SET FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°01'07" W, A DISTANCE OF 63.02 FEET TO RETURN TO THE POINT OF BEGINNING OF THIS 0.81 ACRES, MORE OR LESS.

NOTES:

- 1.- THIS SURVEY IS FOR THE TWO LEGAL DESCRIPTIONS ONLY
- 2.- BASE SURVEY EAST BOUNDARY LINE 53.7190 ACRE TRACT - BEARING NORTH BY GPS METHODS SAME WEST BOUNDARY LINE STA. FE SUBDIVISION UNIT 2 - BEARING N 00°01'27" W BY PLAT RECORD.
- 3.- THERE MAY BE BURIED OR UNDERGROUND UTILITIES IN THE AREA WHICH THIS SURVEY IS UNAWARE OF AND NO LIABILITY FOR SUCH IS ASSUMED HEREIN.

LEGAL DESCRIPTION "B"
0.85 ACRES
A 15 FOOT WIDE UTILITY EASEMENT

AN EASEMENT CONTAINING 0.85 ACRES, MORE OR LESS, SITUATED IN PORCION 36 AND 37, WEBB COUNTY, TEXAS. BEING OUT OF A 53,7190 ACRE TRACT, CONVEYED TO THE CITY OF LAREDO, TEXAS, A MUNICIPALITY DOMICILED IN LAREDO, WEBB COUNTY, TEXAS, RECORDED IN VOLUME 619, PAGES 206-207, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS. SAID 0.85 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER, SANTA FE SUBDIVISION UNIT 2 RECORDED IN VOLUME 15, PAGES 15, WEBB COUNTY PLAT RECORDS, WEBB COUNTY, TEXAS AND THE SOUTHEAST CORNER OF SAID 53.7190 ACRE TRACT;

THENCE, N 34°54'53" W, A DISTANCE OF 685.27 FEET TO A ½" IRON ROD SET FOR THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE, N 90°00'00" W, A DISTANCE OF 1,391.85 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°01'26" W, A DISTANCE OF 392.02 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, N 89°58'34" E, A DISTANCE OF 73.38 FEET TO A ½" IRON ROD SET FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 01°23'03" E, A DISTANCE OF 126.89 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 88°36'57" E, A DISTANCE OF 15.00 FEET TO A POINT BEING AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 01°23'03" W, A DISTANCE OF 141.52 FEET TO A POINT BEING AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 89°58'34" W, A DISTANCE OF 73.01 FEET TO A POINT BEING AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°01'26" E, A DISTANCE OF 362.03 FEET TO A POINT BEING AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 86.25 FEET TO A POINT BEING AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°00'00" E, A DISTANCE OF 33.51 FEET TO A POINT BEING AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 39.80 FEET TO A POINT BEING AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 33.51 FEET TO A POINT BEING AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 1,195.81 FEET TO A POINT BEING AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, N 00°00'00" E, A DISTANCE OF 400.34 FEET TO A POINT BEING AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 15.00 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 400.34 FEET TO A ½" IRON ROD SET FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE, S 90°00'00" E, A DISTANCE OF 40.00 FEET TO A ½" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE, S 00°00'00" W, A DISTANCE OF 15.00 FEET TO RETURN TO THE POINT OF BEGINNING OF THIS 0.85 ACRES, MORE OR LESS.

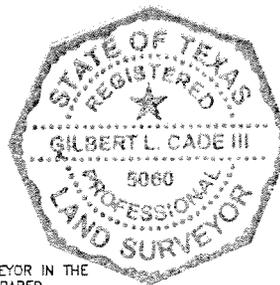
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY SUPERVISION, AND THAT THE MONUMENTS SHOWN ARE AS PER LEGAL DESCRIPTIONS.

[Signature]

Jan. 10, 2014

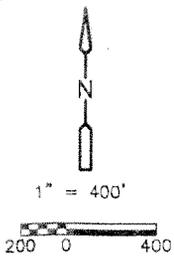
DATE

Gilbert L. Cade III
R.P.L.S. No. 5060
R.N. 10193947



OWNER:	CITY OF LAREDO UTILITIES DEPARTMENT TOMAS M. RODRIGUEZ JR. P.E. DIRECTOR LAREDO, TEXAS 956-721-2000 MEJIA ENGINEERING COMPANY 1202 HOUSTON ST. SUITE 200 LAREDO, TEXAS, 78040 (956) 725-5057
ENGINEER	MEJIA ENGINEERING COMPANY 1202 HOUSTON ST. SUITE 200 LAREDO, TEXAS, 78040 (956) 725-5057
	MEJIA ENGINEERING COMPANY F-3865 1202 HOUSTON STREET, SUITE 200 LAREDO, TEXAS 78040 (956) 725-5057 www.mejiaengineering.com
SOUTH LAREDO WASTE WATER TREATMENT PLANT 6 MGD EXPANSION PROJECT 15 FOOT WIDE UTILITY EASEMENT	DRAWN BY: E.G. CHECKED BY: A.A./GLC APPROVED BY: C.V.M. DATE: JAN. 2014 SCALE: 1"=200' JOB #: FILE NAME: SHEET 1 OF 1

EXHIBIT "A"



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	N89°58'53"W
L2	5.00'	S90°00'00"E
L3	26.99'	N00°00'00"E
L4	39.50'	N90°00'00"W
L5	26.99'	S00°00'00"W
L6	19.50'	N89°59'59"E
L7	15.00'	S00°00'00"W
L8	15.00'	S90°00'00"E
L9	33.51'	S00°00'00"W
L10	39.80'	S90°00'00"E
L11	33.51'	N00°00'00"E
L12	86.25'	S90°00'00"E
L13	15.00'	S88°38'57"E

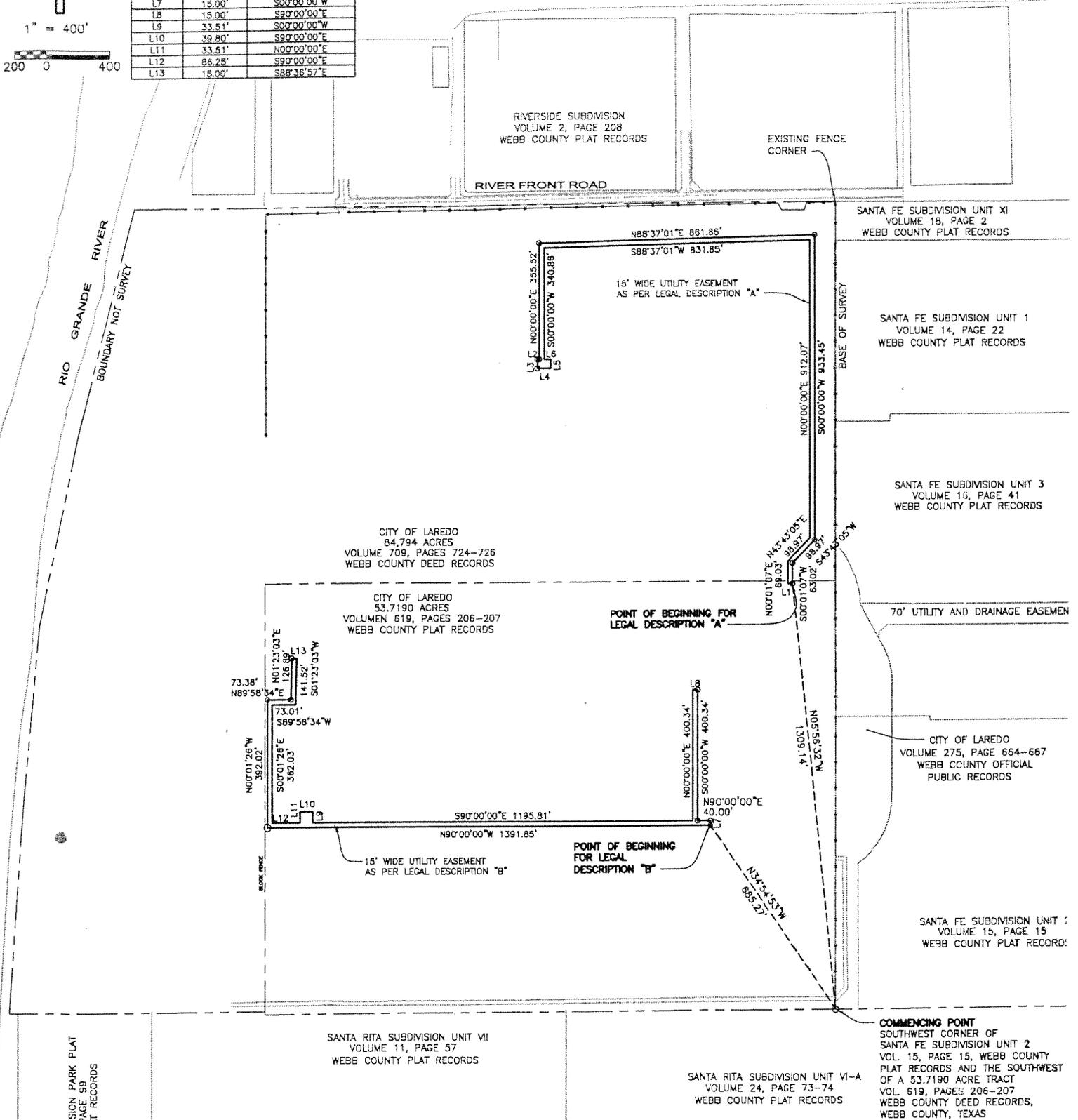


EXHIBIT "A"

PAGE 2 OF 2

CITY OF LAREDO SOUTH LAREDO WWTP

F:\PROJECTS\SouthLaredo\WWTP\Comp\Map\Exhibit A\Map\Legal-1112013.dwg

ORDINANCE 2014-O-023

AUTHORIZING THE CITY MANAGER TO CONVEY EASEMENTS AND RIGHT OF WAY TO AEP TEXAS CENTRAL COMPANY LOCATED AT, AND TO SERVE, THE SOUTH LAREDO WASTEWATER TREATMENT PLANT, ONE (1) CONVEYANCE OVER A 0.8106 ACRE TRACT AND ONE (1) CONVEYANCE OVER A 0.8464 ACRE TRACT AS DESCRIBED IN EASEMENT CONVEYANCE ATTACHED AS EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas Central Company requests an easement and right of way for electrical distribution lines, overhead power lines, wire circuits, underground cables and all necessary or desirable appurtenances through the site owned by the City which site will be used for the install of permanent electrical facilities at the South Laredo Wastewater Treatment Plant, in order for AEP to provide electric service to and for that wastewater treatment plant; and

WHEREAS, this permanent easement line has been approved by the Department of Utilities and the location of the line in the tract is shown on Exhibit "A", attached to this ordinance; and

WHEREAS, it is necessary and in the public interest and welfare that the City convey the easement to AEP Texas Central Company, in the form and content attached as Exhibit A.

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

1. It hereby authorizes the City Manager to convey to AEP Texas Central Company, a perpetual easement for the install of permanent electrical facilities through the site of the South Laredo Wastewater Treatment Plant for service of electricity on the site; and the form of such easement is attached as Exhibit A.
2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the ____ day of _____, 2014.

ATTEST:

RAUL G. SALINAS
MAYOR

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:

By: _____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 02/03/2014

Staff Source: Raul Casso, City Attorney

SUBJECT

2014-O-024 Consideration to authorize the City Manager to enter into a lease agreement with Tesoro Medical Care, P.A., as Lessee and the City of Laredo, as Lessor for real property formerly known as the Santo Niño Library located at 2200 Zacatecas and consisting of approximately 49,968 square feet of total building space. Annual rent shall be deferred in the first year and, thereafter to be paid in monthly installments of \$19,124.00. Tesoro will be given rental credits for all of its out-of-pocket construction costs for mandatory repair and improvements to the premises. The premises are leased in "As Is" condition. The lease term is ten (10) years with two (2) consecutive five (5) year extensions at the option of the Lessee, providing for an effective date.

PREVIOUS COUNCIL ACTION

The Ordinance was introduced on January 21, 2014 and passed by the Laredo City Council.

BACKGROUND

This lease agreement with Tesoro Medical Care, P.A. is for the former Santo Nino Library building that consists of 10,431 square feet and that is located at 2200 Zacatecas. This agreement will provide a valuable service to the community by allowing the Lessee to open a much needed fully functioning medical clinic and emergency center in South Laredo.

Under the agreement, Tesoro will pay the City monthly rental fees of \$19,124 based on the appraised \$1.65 s ft. market rental value of the property after renovations but will be allowed to defer rental fees during the first year of the Initial Term.

The initial term of this agreement shall be for 10 years giving Tesoro 2 options to renew for five years at a rate increase of 5% every term. Tesoro will be allowed to apply all of its out-of-pocket construction costs for mandatory repair and certain improvements to the Premises accepted by the City.

COMMITTEE RECOMMENDATION

That this Ordinance be passed.

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance.

Attachments

Lease Agreement between City of Laredo and Tesoro Medical Care

**LEASE AGREEMENT BETWEEN
THE CITY OF LAREDO
AND
TESORO MEDICAL CARE**

STATE OF TEXAS
COUNTY OF WEBB

§
§
§

This Lease Agreement (the "Agreement") is made and entered into by and among CITY OF LAREDO, a Texas home-rule municipal corporation ("City"), and TESORO MEDICAL CARE, P.A., a physician group licensed in the State of Texas ("Tesoro").

RECITALS:

WHEREAS, the City of Laredo desires to provide for improvements to real property it owns known as the Santo Nino Library located at 2200 Zacatecas Street, as depicted in the floor plan marked as **Exhibit "A"** and attached hereto (the "Premises"); and

WHEREAS, in consideration of its use of the Property as a medical clinic, Tesoro will construct certain facility improvements on the Property as described in more detail below; and

WHEREAS, the City acknowledges and desires that Tesoro shall provide valuable services to the City through the work described in this Agreement, including but not limited to, the development of a medical clinic that will provide the city with valuable health services otherwise lacking in the area; and

WHEREAS, the City of Laredo has concluded that execution of this lease agreement will benefit the entire community,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

**ARTICLE I.
DEMISE**

1.1. Leased Property. In consideration of the obligations assumed hereunder as well as those reflected in the Recitals by City, City hereby leases to Tesoro to have and to hold certain real property and common areas consisting of 10,431 square feet of building area as renovated known as the City Santo Nino Library, 2200 Zacatecas, Laredo, Texas 78040, legally described as Lots 1-6 and the westerly 41.20 feet of Lots 7-12, Block 1302 Eastern Division totaling 49, 968 square feet. In connection therewith, City hereby further grants Tesoro the right to nonexclusive ingress and egress by Tesoro (or its contractors) through any portion of the premises for the purpose of taking any action necessary or convenient for construction, maintenance, repair, or alteration of the improvements or as necessary for the enjoyment of the contemplated use as a medical facility. No part of the Premises or improvements shall be sold or conveyed to any other entity, nor mortgaged, pledged or used to secure any obligation of Tesoro or City.

1.2. Warranties. Tesoro stipulates that it has examined the Property and Tesoro accepts the Property "AS IS" as suitable for Tesoro intended use. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

1.3. Use of Premises.

Tesoro hereby agrees to use the Premises solely for a medical clinic and for other medically related ancillary services only in strict accordance with the terms and conditions of this Lease.

**ARTICLE II.
TERM OF LEASE**

2.1. Initial Term. The initial term of this agreement, the "Effective Date," shall commence on March 1, 2014, and continue for a period of ten (10) years unless terminated earlier as provided for herein.

2.2. Renewals. If Tesoro performs and abides by all provisions and conditions of this Lease, upon expiration of the Initial Term of this Lease, its shall have two (2) consecutive options to renew this Lease for two (2) additional successive terms of five (5) years each ("Renewal Term 1 and 2") at a rental rate calculated in accordance with Article III of this Lease and on terms and conditions that may be prescribed by City at the time. Tesoro shall notify City in writing of its intent to exercise a respective option not less than ninety (90) and more than one hundred eighty (180) days prior to the expiration of the term then in effect. If Tesoro does not exercise its option for the first Renewal Term within the time frame provided herein, Tesoro shall automatically and simultaneously forfeit its second option to lease the Premises for a second Renewal Term, and Tesoro shall no longer have any rights or interest in the Premises after the Initial Term.

2.3. Holdover. If Tesoro holds over after the expiration of the Initial Term or any Renewal Term, this action will create a month-to-month tenancy. In this event, for and during the holdover period, Tesoro agrees to pay all applicable rentals, fees and charges at the rates provided by the most recent appraisal of the premises.

**ARTICLE III.
RENTS PAYABLE**

3.1. Facility Rental Fee. The amount of rental fees Tesoro will pay City for lease of the Premises ("Facility Rental Fee") will be based on the annual market rental value of the property and payable monthly. Based on a \$1.65 per square foot market rental value after renovations, the

total amount of Facility Rental Fees that Tesoro is obligated to pay City during the Initial Term is \$2,065,340.

3.2. Grace Period. It is agreed by the parties that Tesoro will defer payment of all Facility Rental Fees during the first year of the Initial Term, that is, from March 1, 2014 to March 1, 2015 (“Grace Period”).

3.3. Initial Term. In the Initial Term, Tesoro shall pay City an annual Facility Rental Fee of \$229,484 to be paid in monthly installments of \$19,124 due on or before the first (1st) day of each month (“Due Date”) with the first payment due on March 1, 2015 and the last payment due on March 1, 2023.

3.4. Renewal Term. The Facility Rental Fee will increase by 5% every five years, it being the intent of the Parties that the increase in total annual costs for the Facility Rental Fee for each term will be as shown in the following chart:

Term	Annual Cost	Monthly Cost
Grace Period Year 0-1	\$0	\$0
Initial Term Years 2-10	\$229,482	\$19,124
Renewal Term #1 Years 11-15	\$240,956	\$20,080
Renewal Term #2 Years 16-20	\$253,004	\$21,084

3.5. Late Fees. Payments due in the Initial Term and any subsequent Renewal Term must be received during normal working hours by the Due Date at the City of Laredo Finance Department, 1110 Houston, Laredo, Texas 78042. Rent shall be considered past due if City has not received full payment after the tenth (10th) day of the month for which payment is due. Without limiting City’s termination rights as provided by this Lease, City will assess a late

penalty charge of ten percent (10%) per month on the entire balance of any overdue rent that Tesoro may accrue.

3.6. Rental Credits. Tesoro will be allowed to apply all of its out-of-pocket construction costs for mandatory repair and improvements to the Premises as defined and described below in Article IV, Sections 4.2 and 4.3, towards the Facility Rental Fee for successive years, and the amount credited will be based off the rate for the term in which the improvements were constructed and accepted by the City ("Rental Credits"). Once all Rental Credits have been used, the rate will resume to the normal rate schedule as described in the chart above.

ARTICLE IV. CONSTRUCTION AND IMPROVEMENTS

4.1. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the duties and obligations of the parties to this Agreement as set forth in Sections 4.2 through 4.26 and in Section 36 below shall be subject to and contingent upon the satisfaction of all of the following conditions precedent

4.2. Mandatory Improvements. Tesoro covenants and agrees that it shall improve the Premises in accordance with the time frames, milestones, specifications and other conditions of **Exhibit "B"**, attached hereto and made a part of this Agreement for all purposes. Such improvements shall hereinafter be referred to as "Mandatory Improvements." Tesoro shall diligently commence construction of such Mandatory Improvements within thirty (30) days following the Effective Date of this Lease. Tesoro shall fully comply with all provisions of this Section 4 in the performance of any such Mandatory Improvements. In the event that City and Tesoro agree to deviate from the terms, provisions, specifications or conditions of Exhibit "B" in any way, a revised Exhibit "B" signed and dated by both City and Tesoro shall be attached to and made a part of this Agreement and shall supersede the previous Exhibit "B". Upon completion of the

Mandatory Improvements or earlier termination of this Lease, City shall take full title to any Mandatory Improvements on the Premises.

4.3. Discretionary Improvements. In addition to the Mandatory Improvements, Tesoro may, at its sole discretion, perform modifications, renovations, improvements or other construction work on the Premises. Any modifications, renovations, improvements or other construction work on the Premises that do not constitute the Mandatory Improvements shall be referred to hereafter as "Discretionary Improvements". Tesoro may not initiate any Discretionary Improvement on or to the Premises unless it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the City Manager or authorized representative. Tesoro covenants and agrees that it shall fully comply with all provisions of this Section 4.3 in the performance of any such Discretionary Improvements. Upon completion of any such Discretionary Improvements or earlier termination of this Lease, City shall take full title to any Discretionary Improvements on the Premises.

4.4. Process for Approval of Plans. Tesoro's plans for construction and improvements shall conform to the City's architectural standards and must also receive written approval from the City's Departments of Community Development, Engineering and Health. All plans, specifications and work shall conform to all federal, state and local laws, ordinances, rules and regulations in force at the time that the plans are presented for review.

4.4. Documents. Tesoro shall supply the City Manager with comprehensive sets of documentation relative to the Mandatory Improvements and any Discretionary Improvements, including, at a minimum, as-built drawings of each project. As-built drawings shall be new drawings or redline changes to drawings previously provided to the City Manager. Tesoro shall supply the textual documentation in computer format as requested by City.

4.5. Bonds Required of Tesoro. Prior to the commencement of the Mandatory Improvements or any Discretionary Improvements, Tesoro shall deliver to City a bond, executed by a corporate surety in accordance with Texas Government Code, Chapter 2253, as amended, in the full amount of each construction contract or project. The bonds shall guarantee (i) satisfactory compliance by Tesoro with all requirements, terms and conditions of this Lease, including, but not limited to, the satisfactory completion of the respective modifications, renovations, construction projects or improvements, and (ii) full payments to all persons, firms, corporations or other entities with whom Tesoro has a direct relationship for the performance of such modifications, renovations, construction projects or improvements. In lieu of the required bond, Tesoro may provide City with a cash deposit or an assignment of a certificate of deposit in an amount equal to 125% of the full amount of each construction contract or project. If Tesoro makes a cash deposit, Tesoro shall not be entitled to any interest earned thereon. Certificates of deposit shall be from a financial institution in the City of Laredo which is insured by the Federal Deposit Insurance Corporation and acceptable to City. The interest earned on the certificate of deposit shall be the property of Tesoro and City shall have no rights in such interest. If Tesoro fails to complete the respective modifications, renovations, construction projects or improvements, or if claims are filed by third parties on grounds relating to such modifications, renovations, construction projects or improvements, City shall be entitled to draw down the full amount of Tesoro's cash deposit or certificate of deposit.

4.6. Bonds Required of Tesoro's Contractors. Prior to the commencement of any modification, renovation, improvement or new construction, Tesoro's respective contractor shall execute and deliver to Tesoro surety performance and payment bonds in accordance with the Texas Government Code, Chapter 2253, as amended, to cover the costs of all work performed under such contractor's contract for such modifications, renovations, improvements or new

construction. Tesoro shall provide City with copies of such bonds prior to the commencement of such modifications, renovations, improvements or new construction. The bonds shall guarantee (i) the faithful performance and completion of all construction work in accordance with the final plans and specifications as approved by the City and (ii) full payment for all wages for labor and services and of all bills for materials, supplies and equipment used in the performance of the construction contract. Such bonds shall name both City and Tesoro as dual obligees.

4.7. Releases by City Upon Completion of Construction Work. City will allow Tesoro a dollar-for-dollar reimbursement from its cash deposit account or reduction of its claim upon City's certificate of deposit upon verification that the contractor has completed its work and released Tesoro to the extent of Tesoro's payment for such work, including bills paid, affidavits and waivers of liens.

ARTICLE V. COOPERATIVE EFFORTS

This Agreement shall be liberally construed in order to promote a harmonious relationship among the Parties with regard to the construction, occupancy and use of the improvements. Tesoro accepts the relationship of trust and confidence established between City and Tesoro by this Agreement. Tesoro covenants with City to furnish its best skill and judgment and to fully and effectively cooperate with City to accomplish the purposes and objectives of this Agreement. If a problem arises that this Agreement does not directly or indirectly address, City and Tesoro agree to work with one another to determine a mutually satisfactory solution. City and Tesoro agree to meet from time to time during the Term upon written request of either party to review the provisions of this Agreement.

ARTICLE VI. UTILITIES

Tesoro, at Tesoro's sole cost and expense, shall be responsible for the installation and use of

utility services to all portions of the Premises and for all other related utilities expenses, including, but not limited to, deposits and expenses required for the installation of meters. Tesoro further covenants and agrees to pay all costs and expenses for any extension, maintenance or repair of any and all utilities serving the Premises. In addition, the parties agrees that all utilities, air conditioning and heating equipment and other electrically-operated equipment which may be used on the Premises shall fully comply with the City of Laredo's Mechanical, Electrical, Plumbing, Building and Fire Codes ("Codes"), as they exist or may hereafter be amended.

ARTICLE VII. MAINTENANCE AND REPAIRS

7.1. Maintenance and Repairs by Tesoro. Tesoro agrees to keep and maintain the Premises in a good, clean and sanitary condition at all times. Tesoro covenants and agrees that it will not make or suffer any waste of the Premises. At all times during the term of this Agreement, and at its sole cost and expense, Tesoro shall repair damage to improvements caused by weather, vandalism, ordinary wear and tear, or malfunction of structures and equipment. Tesoro, at Tesoro's sole cost and expense, will make all repairs necessary to prevent the deterioration in condition or value of the Premises and any improvements thereon, including, but not limited to, doors, windows and roofs for such improvements, and all fixtures, equipment, modifications and pavement on the Premises. Tesoro shall be responsible for all damages caused by Tesoro, its agents, servants, employees, contractors, subcontractors, licensees or invitees, and Tesoro agrees to fully repair or otherwise cure all such damages at Tesoro's sole cost and expense. Tesoro agrees that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Premises shall be at Tesoro's sole risk or at the sole risk of those claiming under Tesoro. City shall not be liable for any damage to such property or loss suffered by Tesoro's business or business operations which may be caused by the overflowing or leaking of sewer or steam pipes, from water from any source whatsoever,

or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

7.2. Compliance with ADA. Tesoro, at its sole cost and expense, agrees to keep and maintain the Premises in full compliance at all times with the Americans with Disabilities Act of 1990, as amended ("ADA"). In addition, Tesoro agrees that all improvements it makes on the premises shall comply with all ADA requirements.

7.3. Inspections. City shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Premises. Except in the event of an emergency, City shall conduct such inspections during Tesoro's ordinary business hours and shall use its best efforts to provide Tesoro at least two (2) hours' notice prior to any inspection. If City determines during an inspection of the Premises that Tesoro is responsible under this Lease for any maintenance or repairs, City shall notify Tesoro in writing. Tesoro agrees to begin such maintenance or repair work diligently within thirty (30) calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If Tesoro fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, City may, in its discretion, perform such maintenance or repairs on behalf of Tesoro. In this event, Tesoro will reimburse City for the cost of the maintenance or repairs, and such reimbursement will be due on the date of Tesoro's next monthly rent payment following completion of the maintenance or repairs. During any inspection, City may perform any obligations that City is authorized or required to perform under the terms of this Lease or pursuant to its governmental duties under federal state or local laws, rules or regulations. Tesoro will permit the City's Fire Marshal or his or her authorized agents to inspect the Premises and Tesoro will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Premises into

compliance with the City of Laredo Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may hereafter be amended. Tesoro shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

7.4. Environmental Remediation. To the best of City's knowledge, the Premises comply with all applicable federal, state and local environmental regulations or standards. Tesoro agrees that it has inspected the Premises and is fully advised of its own rights without reliance upon any representation made by City concerning the environmental condition of the Premises.

TESORO, AT ITS SOLE COST AND EXPENSE, AGREES THAT IT SHALL BE FULLY RESPONSIBLE FOR THE REMEDIATION OF ANY VIOLATION OF ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL REGULATIONS OR STANDARDS THAT IS CAUSED BY TESORO, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR INVITEES.

ARTICLE VIII. SIGNS

Tesoro may, at its sole expense, and with the prior written approval of the City Manager, install and maintain signs on the Premises related to Tesoro's business operations. Such signs, however, must be in accordance with the City's sign regulations codified in Chapter 28, Article II of the City of Laredo Code of Ordinances.

ARTICLE IX. INSURANCE

9.1. Types of Coverage and Limits. Tesoro shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified herein, naming the City of Laredo as an additional insured and covering all risks related to the leasing, use, occupancy, maintenance,

existence or location of the Premises. Tesoro shall obtain the following insurance coverage at the limits specified herein:

• **Property:**

Fire and Extended Coverage on all improvements at full replacement cost limit; and

• **Commercial General Liability:**

\$1,000,000 per occurrence, including products and completed operations; and

• **Automobile Liability:**

\$1,000,000 per accident, including, but not limited to, coverage on any automobile used in Tesoro's operations on the Premises. In addition, Tesoro shall be responsible for all insurance to construction, improvements, modifications or renovations to the Premises and for personal property of its own or in its care, custody or control.

9.2. Certificates. As a condition precedent to the effectiveness of this Lease, Tesoro shall furnish City with appropriate certificates of insurance signed by the respective insurance companies as proof that it has obtained the types and amounts of insurance coverage required herein. Tesoro hereby covenants and agrees that not less than thirty (30) days prior to the expiration of any insurance policy required hereunder, it shall provide City with a new or renewal certificate of insurance. In addition, Tesoro shall, at City's request, provide City with evidence that it has maintained such coverage in full force and effect.

9.3. Additional Requirements. Tesoro shall maintain its insurance with underwriters authorized to do business in the State of Texas and which are satisfactory to City. The policy or policies of insurance shall be endorsed to cover all of Tesoro's operations at the Premises and to provide that no material changes in coverage, including, but not limited to, cancellation, termination, non-renewal or amendment, shall be made without thirty (30) days' prior written notice to City.

**ARTICLE X.
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Tesoro shall operate as an independent contractor as to all rights and privileges granted herein, and not as an agent, representative or employee of City. Tesoro shall have the exclusive right to control the details of its operations and activities on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees and invitees. Tesoro acknowledges that the doctrine of *respondeat superior* shall not apply as between City and Tesoro, its officers, agents, employees, contractors and subcontractors. Tesoro further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise.

**ARTICLE XI.
INDEMNIFICATION**

TESORO HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ITS USE OF OR OPERATIONS ON THE PREMISES UNDER THIS LEASE OR WITH THE LEASING, MAINTENANCE, USE, OCCUPANCY, EXISTENCE OR LOCATION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. TESORO COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED

DAMAGE OR LOSS TO TESORO'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE USE, LEASING, MAINTENANCE, OCCUPANCY, EXISTENCE OR LOCATION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, OR TESORO'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, STATUTE, ORDINANCE, RULE OR REGULATION, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY, ITS OFFICERS AGENTS,, SERVANTS OR EMPLOYEES. TESORO ASSUMES ALL RESPONSIBILITY AND AGREES TO PAY CITY FOR ANY AND ALL DAMAGES TO THE PREMISES OR ANY IMPROVEMENTS THEREON ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF TESORO, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

ARTICLE XII. TERMINATION

In addition to termination rights contained elsewhere in this Lease, City shall have the right to terminate this Lease as follows:

12.1. Failure by Tesoro to Pay Rent, Fees or Other Charges. If Tesoro fails to pay any rent, fees or other charges due under this Lease, City shall deliver to Tesoro a written invoice and notice to pay the invoice within ten (10) calendar days. If Tesoro fails to pay the balance outstanding within such time, City shall have the right to terminate this Lease immediately.

12.2. Breach or Default by Tesoro. If Tesoro commits any breach or default, other than Tesoro's failure to pay rent, City shall deliver written notice to Tesoro specifying the nature of such breach or default. Tesoro shall have thirty (30) calendar days following such written notice to cure, adjust or correct the problem. If Tesoro fails to cure the breach or default within such time period, City shall have the right to terminate this Lease immediately.

12.3. Abandonment or Non-Use of the Premises. Tesoro's abandonment or non-use of the Premises for any reason for more than thirty (30) consecutive calendar days shall constitute grounds for immediate termination of this Lease by City

12.4. Tesoro's Financial Obligations to City upon Termination, Breach or Default. If City terminates this Lease for any non-payment of rent, fees or other charges or for any other breach or default as provided in Sections 12.1, 12.2 or 12.3 of this Lease, Tesoro shall be liable for and shall pay to City all rent due City for the remainder of the term then in effect as well as all arrearages of rentals, fees and charges payable hereunder. In no event shall a reentry onto or re-letting of the Premises by City be construed as an election by City to forfeit any of its rights under this Lease.

12.5. Rights of City Upon Termination or Expiration. Upon termination or expiration of this Lease, title to all improvements on the Premises, including the Mandatory Improvements and any Discretionary Improvements, and all fixtures and other items attached to any structure on the Premises shall pass to City. In addition, all rights, powers and privileges granted to Tesoro hereunder shall cease and Tesoro shall vacate the Premises. Within twenty (20) days following the effective date of termination or expiration, Tesoro shall remove from the Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed on the Premises by Tesoro pursuant to this Lease. After such time, City shall have the right to take full possession of the Premises, by force if necessary, and to remove any and all parties and property remaining on any

part of the Premises. Tesoro agrees that it will assert no claim of any kind against City its agents, servants, employees or representatives, which may stem from City's termination of this Lease or any act incident to City's assertion of its right to terminate or City's exercise of any rights granted hereunder.

**ARTICLE XIII.
NOTICES**

Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agents, employees, servants or representatives, or (ii) deposited in the United States Mail, postage prepaid, addressed as follows:

IF TO CITY:

City of Laredo
Attn.: Mr. Carlos R. Villarreal, City Manager
P. O. Box 579
Laredo, Texas 78042

IF TO TESORO:

Tesoro Medical Care
Attn: Victor D. Trevino, President
101 W. Village Blvd
Laredo, Texas 78041

**ARTICLE XIV.
ASSIGNMENT AND SUBLETTING**

Tesoro shall not assign, sell, convey, sublease or transfer the entirety of its rights, privileges, duties or interests granted by this Lease without the advance written consent of City.

**ARTICLE XV.
LIENS BY TESORO**

Tesoro acknowledges that it has no authority to engage in any act or to make any contract, which may create or be the foundation for any lien upon the property or interest in the property of City. If any such purported lien is created or filed, Tesoro, at its sole cost and expense, shall liquidate and discharge the same within thirty (30) days of such creation or filing. Tesoro's failure to discharge any such purported lien shall constitute a breach of this Lease and City may terminate this Lease upon thirty (30) days' written notice. However, Tesoro's financial obligation to City to

liquidate and discharge such lien shall continue in effect following termination of this Lease and until such a time as the lien is discharged.

**ARTICLE XVI.
TAXES AND ASSESSMENTS**

Tesoro agrees to pay any and all federal, state or local taxes, or assessments which may lawfully be levied against Tesoro due to Tesoro's use or occupancy of the Premises or any improvements or property placed on the Premises by Tesoro as a result of its occupancy.

**ARTICLE XVII.
COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

Tesoro covenants and agrees that it shall not engage in any unlawful use of the Premises. Tesoro further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees or invitees to engage in any unlawful use of the Premises and Tesoro immediately shall remove from the Premises any person engaging in such unlawful activities. Unlawful use of the Premises by Tesoro itself shall constitute an immediate breach of this Lease. Tesoro agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of City.

**ARTICLE XVIII.
NON-DISCRIMINATION COVENANT**

Tesoro, for itself, its personal representatives, successors in interest and assigns, as part of the consideration herein, agrees as a covenant running with the land that no person shall be excluded from participation in or denied the benefits of Tesoro's use of the Premises on the basis of race, color, national origin, religion, handicap, sex, sexual orientation or familial status. Tesoro further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any services on or in the construction of any improvements or alterations to the Premises on grounds of race, color, national origin, religion,

handicap, sex, sexual orientation or familial status. Tesoro agrees to furnish its accommodations and to price its services on a fair and equal basis to all persons. If any claim arises from an alleged violation of this non-discrimination covenant by Tesoro, its personal representatives, successors in interest or assigns, Tesoro agrees to indemnify City and hold City harmless.

**ARTICLE XXIX.
LICENSES AND PERMITS**

Tesoro shall, at its sole expense, obtain and keep in effect all licenses and permits necessary for the health services to be provided on the premises.

**ARTICLE XX.
GOVERNMENTAL POWERS**

It is understood and agreed that by execution of this Lease, City does not waive or surrender any of its governmental powers.

**ARTICLE XXI.
NO WAIVER**

The failure of City to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of City's right to insist upon appropriate performance or to assert any such right on any future occasion.

**ARTICLE XXII.
VENUE AND JURISDICTION**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Lease or of Tesoro's operations on the Premises, venue for such action shall lie in state courts located in Webb County, Texas or the United States District Court for the Southern District of Texas, Laredo Division. This Lease shall be construed in accordance with the laws of the State of Texas.

**ARTICLE XIII.
ATTORNEYS' FEES**

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, City and Tesoro agree that each party shall be responsible for its own attorney's fees.

**ARTICLE XXIV.
SEVERABILITY**

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**ARTICLE XXV.
FORCE MAJEURE**

City and Tesoro shall exercise every reasonable effort to meet their respective obligations as set forth in this Lease, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of City or Tesoro.

**ARTICLE XXVI.
HEADINGS NOT CONTROLLING**

Headings and titles used in this Lease are for reference purposes only and shall not be deemed a part of this Lease.

**ARTICLE XXVII.
ENTIRETY OF AGREEMENT**

This written instrument, including any documents attached hereto or incorporated herein by reference, contains the entire understanding and agreement between City and Tesoro, its assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral

or written agreement is hereby declared null and void to the extent in conflict with any provisions of this Lease Agreement. The terms and conditions of this Lease Agreement shall not be amended unless agreed to in writing by both parties and approved by the Laredo City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples on this the ____ day of _____, 2014.

FOR CITY OF LAREDO:

Carlos Villarreal
City Manager

APPROVED AS TO FORM:

Raul Casso
City Attorney

By: _____
Kristina K. Laurel Hale
First Assistant City Attorney

ATTEST:

Gustavo Guevara
City Secretary

FOR TESORO MEDICAL CARE:

Dr. Victor D. Trevino
President of Tesoro Medical Center

APPROVED AS TO FORM:

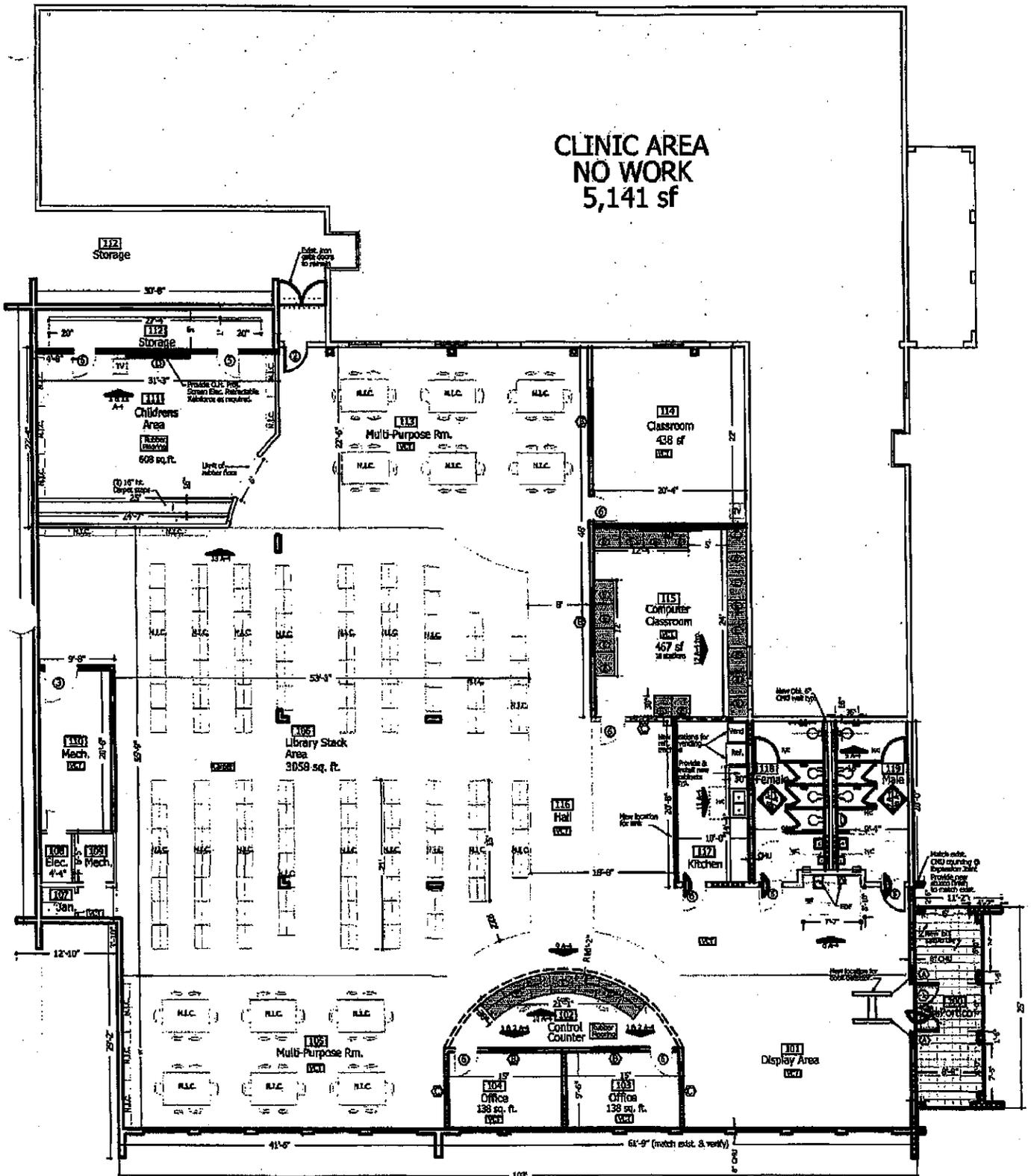
Victor Trevino, Jr.
Attorney for Tesoro Medical Center

Exhibit "A" Floor Plan
Exhibit "B" Mandatory Improvements

EXHIBIT "A"

Santo Nino Library Floor Plan

**CLINIC AREA
NO WORK
5,141 sf**



1. FLOOR PLAN
1/8" = 1' — NORTH

EXHIBIT "B"

MANDATORY IMPROVEMENTS

ADA work doors, cabinets	\$12,915.00
Demolition	\$22,135.00
struct. Steel truss & decl	\$217,756.00
rough carpentry	\$15,836.80
finish carpentry	\$15,836.80
new millwork	\$6,960.00
new roof	\$79,184.00
new insulation	\$5,938.80
ext. wd. dbl. door w/frame	\$8,000.00
int. wd. Door w/frame	\$21,000.00
HM door	\$1,800.00
door hardware	\$9,800.00
remove exist. Doors & wdws	\$4,845.00
4X5 alum. Window	\$13,300.00
9X5 alum. Window	\$3,600.00
new a/c	\$79,184.00
rough-in electrical (29,694.00)	
finish electrical (29,694.00)	
up-grade ele entrance (14,847.00)	\$75,000.00

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

Public hearing allowing interested persons to comment on the ***Revised Noise Exposure Maps and Amended Noise Compatibility Program*** for Laredo International Airport, as required by Title 14 Code of Federal Regulations Part 150 §150.23(d). Furthermore, it includes authorizing the City Manager to submit the document to the Federal Aviation Administration (FAA) for appropriate FAA determinations. **(The Airport Advisory Board will meet on February 04, 2014 and consider this item) (Approved by Finance Committee)**

PREVIOUS COUNCIL ACTION

October 6, 2011, Item XII (b) #22, Authorizing the City Manager to approve a contract with URS Corporation for professional services to prepare FAR Part 150 Airport Noise Contour Update Study for the Laredo International Airport in the amount not to exceed \$239,917.00. The Federal Aviation Administration Airport Improvement Grant No. 3-48-0136-67-11 will fund ninety-five (95) percent of the cost. The five (5) percent local match is available in the Airport Construction Fund.

BACKGROUND

URS Corporation has prepared the ***Revised Noise Exposure Maps and Amended Noise Compatibility Program*** in accordance with title 14 Code of Federal Regulation part 150. The revised noise contours include the *2013 Existing Condition Noise Exposure Map (NEM)* and the *2019 Future Condition Noise Exposure Map (NEM)*. The results of the study indicate a significant reduction in noise levels for both the existing condition and the forecast future condition. As a result, the program areas for the remedial land use mitigation measures which were approved by the FAA on June 22, 2007, must be amended to reflect the revised NEMs.

A Public Meeting was held on Thursday, January 16, 2014, to inform the public and obtain comments regarding the results of the study. The meeting was advertised in the *Laredo Morning Times*, and flyers were mailed to property owners within the previous program area.

This Public Hearing was also advertised in the *Laredo Morning Times*.

COMMITTEE RECOMMENDATION

The Airport Advisory Board will meet on February 04, 2014 and consider this item.

STAFF RECOMMENDATION

Approval to submit the ***Revised Noise Exposure Maps and Amended Noise Compatibility Program*** document to the Federal Aviation Administration (FAA) for appropriate FAA determinations.

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Public hearing allowing interested persons to comment on the proposed amendment to the City of Laredo's 2013 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$241,938.00 for (1) construction of a multipurpose field at El Eden Park - \$110,000.00, (2) Sigifredo Perez Baseball Field Improvements - \$15,000.00, (3) construction of a soccer field at Dryden Park - \$81,640.00, and (4) construction of sidewalks in District IV - \$35,298.00. It is further proposed that the newly created projects will be funded through the use of fund balances and a canceled project from the 36-39th Action Year (AY) as listed below:

CDBG Project Fund Balances

<u>CDBG Project</u>	<u>Action Year (AY) Fund</u>	<u>Amount</u>
District I Sidewalks (Cancellation)	39th AY	\$125,000
Inner City Basketball Court	38th AY	\$20,268
East Hachar Soft Walking Track	37th AY	\$81,242
Inner City Soft Walking Track	37th AY	\$15,030
Vista Nueva Park	36th AY	<u>\$398</u>
Total Funds		\$241,938

Further authorizing the approval of this substantial amendment in the event that there are no unfavorable comments received from the public during the 30 day comment period of January 25, 2014 through February 24, 2014. **(AS AMENDED) (Approved by Finance Committee)**

PREVIOUS COUNCIL ACTION

None

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 of Laredo's 2013 Consolidated Plan to allow for the reprogramming of CDBG funds totaling \$241,938.00 for (1) construction of a multipurpose field at El Eden Park - \$110,000.00, (2) Sigifredo Perez Baseball Field Improvements - \$15,000.00, (3) construction of a soccer field at Dryden Park - \$81,640.00, and (4) construction of sidewalks in District IV - \$35,298.00.

In adherence with the Citizens Participation Plan, citizens are being given 30 days, beginning January 25, 2014 to February 24, 2014 to provide oral and/or written comments.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Public Hearing be held.

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2014-R-09 Authorizing the City Manager to submit a grant application in the amount of \$763,195.00 to fund the Laredo Police Department HIDTA Task Force and a grant in the amount of \$46,600.00 to fund the Rio Grande Valley Financial HIDTA Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2014 through December 31, 2014. **(Approved by Finance Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo has been the Grantee agency for the past twenty one years of the Laredo Police Department HIDTA Task Force and the Rio Grande Valley Financial 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).

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this Resolution be passed.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds: Grant
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

	Current Budget	Change	Approved Amount
HIDTA Task Force 223-2308/2309	763,175	20	763,195
Rio Grande Valley TF 223-2311	72,825	(25,225)	47,600
Program Income		25,205	
Total	836,000	0	810,795

Attachments

Resolution #2014-R-09

COUNCIL COMMUNICATION

<p>DATE:</p> <p>2/03/2014</p>	<p>SUBJECT: Resolution #2014-R-09</p> <p>Authorizing the City Manager to apply for a grant in the amount of \$763,195 to fund the Laredo Police Department HIDTA Task Force and a grant in the amount of \$47,600 to fund the Rio Grande Valley Financial HIDTA Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2014 through December 31, 2014.</p>																				
<p>INITIATED BY:</p> <p>Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE:</p> <p>Raymond E. Garner Chief of Police</p>																				
<p>PREVIOUS COUNCIL ACTION:</p> <p>None</p>																					
<p>ACTION PROPOSED:</p> <p>That City Council pass this Resolution.</p>																					
<p>BACKGROUND:</p> <p>The City of Laredo has been the Grantee agency for the past twenty one years of the Laredo Police Department HIDTA Task Force and The Rio Grande Valley Financial 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.</p> <p>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).</p>																					
<table border="0"> <tr> <td>FINANCIAL:</td> <td>Current Budget</td> <td>Change</td> <td>Approved Amt</td> </tr> <tr> <td>HIDTA Task Force 223-2308/2309</td> <td>\$763,175</td> <td>\$20</td> <td>\$763,195</td> </tr> <tr> <td>Rio Grande Valley TF 223-2311</td> <td>\$ 72,825</td> <td>(\$25,225)</td> <td>\$47,600</td> </tr> <tr> <td>Program Income</td> <td></td> <td>\$25,205</td> <td></td> </tr> <tr> <td>Total Amount</td> <td>\$836,000</td> <td>\$0</td> <td>\$810,795</td> </tr> </table> <p>See attachment</p>		FINANCIAL:	Current Budget	Change	Approved Amt	HIDTA Task Force 223-2308/2309	\$763,175	\$20	\$763,195	Rio Grande Valley TF 223-2311	\$ 72,825	(\$25,225)	\$47,600	Program Income		\$25,205		Total Amount	\$836,000	\$0	\$810,795
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<p>RECOMMENDATION:</p>	<p>STAFF:</p> <p>Staff recommends that this Resolution be passed.</p>																				

Resolution 2014-R-09

Authorizing the City Manager to apply for a grant in the amount of \$763,195 to fund the Laredo Police HIDTA Task Force and a grant in the amount of \$47,600 to fund the Rio Grande Valley Financial HIDTA Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014.

Funding for the Rio Grande Valley Financial HIDTA Task Force will be used for payment of fringe benefits, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014.

Whereas, the City Council previously adopted the budget for fiscal year 2013-2014;
and

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

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

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

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

Section 1: Authorizing the City Manager to apply for a grant in the amount of \$763,195 to fund the Laredo Police Department HIDTA Task Force and a grant in the amount of \$47,600 to fund the Rio Grande Valley Financial HIDTA Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, overtime, travel and operating expenses from January 1, 2014 through December 31, 2014.

Funding for the Rio Grande Valley Financial HIDTA Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2014 through December 31, 2014.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2014-R-10 Authorizing the City Manager to submit a grant application in an estimated amount of \$100,000.00 to the Office of The Governor, Criminal Justice Department, for funding the 2015 Justice Assistance Grant (JAG) for the period of October 01, 2014 through September 30, 2015. This funding will provide overtime for the Anti-Gang Task Force which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and implementing a database. This grant will also be used to purchase equipment needed for the new task force's operations.

(Approved by Finance Committee)

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This Justice Assistance Grant is offered through the Office of The Governor, Criminal Justice Department. The grant period for the 2015 CJD JAG is October 01, 2014 through September 30, 2015. The funds will provide funding for a new specialized gang task force consisting of Laredo Police Department Investigators, one Officer from LISD and one from UISD. This task force will target Criminal Street Gangs when they are more prone to be active; train and promote officer safety, and respond in a proactive manner to address and suppress criminal gang activities. This grant will also be used to purchase equipment needed for the new task force's operations.

COMMITTEE RECOMMENDATION

To Approve this Resolution

STAFF RECOMMENDATION

To Approve this Resolution

Fiscal Impact

Fiscal Year:	2015
Budgeted Y/N?:	N
Source of Funds:	Grant

Account #: 229

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

FY2015 JAG Grant: \$100,000 – No Match Required.

Attachments

2014-R-10

COUNCIL COMMUNICATION

DATE: 02/03/14	SUBJECT: Resolution # 2014-R-10 Authorizing the City Manager to submit a grant application in an estimate amount of \$100,000.00 to the Office of The Governor, Criminal Justice Department, for funding the 2015 JAG or Justice Assistance Grant for the period of October 01, 2014 through September 30, 2015. This funding will provide overtime for the Anti-Gang Task Force which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and implementing a database.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Raymond Garner Chief of Police
PREVIOUS COUNCIL ACTION: N/A	
ACTION PROPOSED: That City Council approves this Resolution	
BACKGROUND: This Justice Assistance Grant is offered through the Office of The Governor, Criminal Justice Department. The grant period for the 2015 CJD JAG is October 01, 2014 through September 30, 2015. The funds will provide funding for a new specialized gang task force consisting of Laredo Police Department Investigators, one Officer from LISD and one from UISD. This task force will target Criminal Street Gangs when they are more prone to be active; train and promote officer safety, and respond in a proactive manner to address and suppress criminal gang activities. This grant will also be used to purchase equipment needed for the new task force's operations.	
FINANCIAL: <u>Fund #229</u> FY2015 JAG Grant: <u>\$100,000</u> – no match required.	
RECOMMENDATION:	STAFF: Recommends that Council approve this resolution.

RESOLUTION 2014-R-10

Authorizing the City Manager to submit a grant application in an estimate amount of \$100,000.00 to the Office of The Governor, Criminal Justice Department, for funding the 2015 JAG or Justice Assistance Grant for the period of October 01, 2014 through September 30, 2015. This funding will provide overtime for the Gang Task Force which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and implementing a database.

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

Whereas, this grant will pay to overtime for the officers assigned to the task force, and equipment used for grant purposes.

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

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

Section 1: It authorizes the City Manager to apply for a grant in an estimate amount of \$100,000 awarded by the Office of the Governor, Criminal Justice Division. The grant is 100% funded and will not require a cash match. This funding will provide overtime for the officers assigned to the task force, for the period of October 1, 2014 through September 30, 2015.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2014.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Osbaldo Guzman, Parks and Leisure Services; Miguel A. Pescador,
Purchasing Agent

SUBJECT

2014-R-012 A resolution of the City of Laredo, Texas to award the purchase of a complete lighting system for Rangel Baseball Field to low bidder, Liteco Electric, Inc., Bellville, Texas for an amount of \$82,940.00 or to award to the second lowest bidder, Isaias Electric, Inc., Laredo, Texas in the amount of \$84,500.00 whereas determining that Isaias Electric, Inc., a local bidder, provides the best combination of contract price and additional economic development opportunities in accordance with Section 271.9051(b)(2) of the Texas Local Government Code. Funding is available in the Capital Improvement account.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received five bids for the purchase and installation of complete lighting system at Rangel Baseball Field. The low bidder for the purchase and installation of complete lighting system was Liteco Electric, Inc. whose principal place of business is not in Laredo, Texas. Isaias Electric is a local company and whose bid is within 5% for the lighting system and the City Council may choose to award a purchase contract to Isaias Electric in accordance to the local preference provisions listed in Section 271.9051(b)(2) of the Texas Local Government Code. Isaias Electric will provide complete light system with a two year warranty 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 Isaias Electric, Laredo, Texas. Estimated completion time is 60 days after notice to proceed.

Bid Tabulation:

Isaias Electric, Laredo, TX \$ 84,500.00
Liteco Electric, Inc., Bellville, TX \$ 82,940.00
Performance Power Wash, Laredo, TX \$ 86,000.00
Quantrum Electric, Laredo, TX \$ 95,802.00

IES Commercial Inc., Laredo, TX \$155,000.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds:
Account #: 402-4322-535-4086
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Capital Improvement Fund account number:
402-4322-535-4086.

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

Consideration to approve a one (1) year contract effective January 01, 2014 and ending on December 31, 2014, with International Business Advisors, L.L.C., (IBA) for professional representation services before any private individual, business group, trade association, including Municipal State and Federal in order to promote commercial and charter passenger and air cargo services, including Mexican Customs and other business activities as directed by City. The contract amount is sixty six thousand dollars (\$66,000.00) payable in monthly installments of \$5,500.00. Funding is available in the Airport Operations Fund. **(Approved by Finance Committee)**

PREVIOUS COUNCIL ACTION

None. Contract under City Manager's Authority.

BACKGROUND

International Business Advisors, LLC. (IBA) in recent past has successfully provided professional services to convince Interjet Airlines to fly to Laredo, Texas. Also promotes our Mexican Customs Pre-Clearance Project and promotes EB-5 to Mexican Investors.

COMMITTEE RECOMMENDATION

The Airport Advisory Board will meet on February 04, 2014 and consider this item.

STAFF RECOMMENDATION

Approval of this Motion

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Airport Operations
Account #: 242-3605-583-6200
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is in the Airport Operations Fund
Account 242-3605-583-6200

Attachments

IBA Contract

PROFESSIONAL SERVICES AGREEMENT ENTERED INTO AND BETWEEN, INTERNATIONAL BUSINESS ADVISORS, HEREINAFTER ("IBA"), REPRESENTED IN THIS ACT BY SAUL VILLARREAL, ACTING AS THE PRESIDENT, AND THE CITY OF LAREDO, TEXAS , HEREINAFTER ("LAREDO"), REPRESENTED IN THIS ACT BY CARLOS VILLARREAL , ACTING AS THE CITY MANAGER OF THE CITY OF LAREDO, ACCORDING TO THE FOLLOWING RECITALS, REPRESENTATIONS AND ARTICLES:

RECITALS

WHEREAS, IBA is desirous to represent the CITY at CITY'S bequest, at any business meeting, conferences and other business forums to promote the City of Laredo as a place to invest to bring about economic development and to coordinate business meetings with CITY.

WHEREAS, The CITY desires to expand its economic development efforts and agrees to reimburse IBA for its representation services.

REPRESENTATIONS

ARTICLES

PURPOSE. The purpose of this Agreement is to state the terms and conditions under which the City and IBA shall promote the CITY. IBA shall render professional representation services to CITY before any private individual, business group, trade association, including municipal, state and federal, in order to promote commercial, industrial, business and touristic activities of CITY, making its best reasonable effort and engaging all the available material and human resources within the scope of IBA.

Cooperation with City. IBA shall work closely with the City Manager or his/her designee as directed and shall perform any and all related tasks reasonably required by the City Manager in order to fulfill the purposes of this Agreement.

IBA shall not utilize the City's name, emblems, logos or official seal in any promotional or offering materials without City's permission.

FEES AND METHODS OF PAYMENT.

CITY shall pay to IBA for the representation services described herein, the monthly retainer in the amount of Five Thousand Five Hundred Dollars (\$5,500.00).

The payment of the amount referred in the paragraph above, shall be made on the first day of each month, starting on January 01, 2014 and concluding in December 31, 2014.

Any other extraordinary expenses limited to travel, lodging, meals, conference registration fees, presentation materials or any other viaticum carried out by IBA and related with the completion of the Purpose of this Agreement, shall be reported to CITY, whom upon acceptance, shall reimburse the applicable amounts to IBA.

Notwithstanding anything to the contrary the CITY'S obligations under this contract shall not exceed Sixty Six Thousand Dollars (\$66,000.00).

For purposes of compensation and reimbursement IBA shall first submit to CITY a statement as to the purpose of travel/event, goals to be pursued, an expense budget and IBA shall secure written approval from CITY for each trip and representation events. In the event the CITY not approves a specific travel/meeting, then in such event, IBA shall not be entitled for compensation/reimbursement from CITY. IBA shall submit to CITY after conclusion of any approved travel/event a detailed written report as a condition to reimbursement by CITY, to include copy of receipts.

GENERAL COVENANTS

During the term of this Agreement, IBA agrees and covenants as follows:

Performance of Services. IBA shall perform all the services under this Agreement in conformance with the highest professional standards and all applicable laws and regulations

Maintenance of Existence. Manager shall remain in existence and in good standing with the Secretary of State of Texas.

No Representation of City. IBA shall not hold itself out as having the power or authority to represent or act on behalf of the City or as being the agent of the City and no such power or authority shall be implied. The Parties agree that this Agreement is a Professional Services Agreement and does not constitute or implies any other kind.

Disclosure. The after travel/event reports delivered to the City by IBA are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

TERM

Generally. The term of this Agreement shall begin on January 01, 2014 and end on December 31, 2014, unless and until IBA or the City shall terminate this Agreement in accordance with its terms or until the contract amount is exhausted, whichever first occurs.

General Right to Terminate. IBA and the City shall have the right to terminate the Agreement prior to the Termination Date if (i) the other party has failed to comply in any material respect with its duties and obligations as set forth in this Agreement.

General Termination Procedure. A party seeking to terminate the Agreement shall deliver to the other party notice clearly identifying the basis for the related claim of noncompliance (the "*Default Notice*"). Upon receipt of the Default Notice, if the basis therefore is reasonably curable with due diligence within fifteen (15) calendar days the receiving party may provide the other with notice (a "*Cure Notice*") that the receiving party intends to cure the condition giving rise to the Default Notice. The termination of the Agreement shall be effective either (a) fifteen (15) days from the date that the Default Notice is delivered, or (b) in the event that the Cure Notice is sent, if the condition giving rise the Default Notice has not theretofore been cured, upon the earlier of fifteen (15) days from the date on which the Cure Notice is delivered or if the receiving party is no longer diligently pursuing cure of the condition giving rise to the Default Notice.

CONFIDENTIAL WORK

No non-public information given to IBA under this Agreement by the City, or given the City by IBA, shall be disclosed or made available to any third-party by the receiving party without the express prior written approval of the disclosing party subject, in each case, to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552).

OWNERSHIP OF DOCUMENTS

All non-public materials prepared or assembled by one party to this Agreement and delivered to the other party, together with any other related documents or items, shall be the sole property of the disclosing party, unless otherwise specifically agreed to in writing by the disclosing party.

COMPLIANCE WITH LAWS AND REGULATIONS

This Agreement is entered into subject to and controlled by the Charter and ordinances of the City of Laredo, Texas, as amended and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Manager shall, during the course of performance of this Agreement, comply with all applicable City codes and ordinances, as amended and all applicable State, Federal and other applicable jurisdictions' laws, rules and regulations, as amended.

INDEPENDENT CONTRACTOR

IBA's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the services under this Agreement. IBA shall exercise independent judgment in performing services under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of IBA in the performance of this Agreement shall be construed as making IBA the agent, servant or employee of City, or making IBA or any of its employees eligible for the fringe

benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

INDEMNITY

IBA agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees) for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by IBA's breach of, or failure to perform, any of the terms or provisions of this Agreement, or by any grossly negligent or strictly liable act or omission of IBA, its officers, agents, employees or sub-consultants/managers, in the performance of this Agreement; except that the Indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or fault of the City, its officers, agents, or employees, and in the event of joint and concurring negligence or fault of IBA and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City, its officers, agents and employees, under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity, and shall survive termination or expiration of this Agreement.

ASSIGNMENT

Neither party to this Agreement may sell, assign, transfer or convey this Agreement, in whole or in part, without the express prior written consent of the other party.

NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid . Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for the City, to:

Office of the City Manager City of Laredo
1110 Houston Street
P.O. Box 579
Laredo, TX 78042

International Business Advisors, LLC (IBA)
Attention: Mr. Marcus Holliam/ Mr. Saul Villarreal
6425 Polaris Drive, Ste. 10
Laredo, Texas 78045
(956) 568-6164

VENUE

The obligations of the parties to this Agreement shall be performable in Webb County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Webb County, Texas.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and permitted assigns.

ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Agreement embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the _____ day of _____ 2014.

CITY OF LAREDO
A municipal corporation

BY: _____
CARLOS R. VILLARREAL,
CITY MANAGER

ATTEST:

BY: _____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

INTERNATIONAL BUSINESS ADVISORS, LLC

BY: _____
SAUL VILLARREAL,
AUTHORIZED OFFICER

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., Engineering Department Director; Jack Dunn, Fleet General Manager; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY14-038 to the sole bidder, Industrial Disposal Supply, San Antonio, Texas in an amount up to \$75,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget. **(Approved by Finance Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid for the purchase of original equipment manufacturer (OEM) parts/service for the City's street sweepers. Staff is recommending that a contract be awarded to Industrial Disposal Supply, San Antonio, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Summary

Industrial Disposal Supply

Discount Offered 0%
Product I.D. (Mfr.) Tymco
Type Price Schedule Dealer

Labor Rate for services \$ 90.00/Hour
Mileage Rate None

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Account Number: 593-2810-533-2071 – Parts/Batteries

Account Number: 593-2810-533-2078- Heavy Equipment Parts

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., Engineering, Department Director, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award a six-month (6) supply contract FY14-039 to the bidder meeting the published specifications Hollon Oil Company, Weslaco, Texas in an amount up to \$88,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget. **(Approved by Finance Committee)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received five bids for furnishing the Fleet Maintenance Department with lubricants for a six month period. The lowest bidder EBR LLC failed to submit a Manufacturers Data Sheet and descriptive literature describing products as required in the bid specifications. All items will be purchased on an as need basis throughout the contract period.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for eight, additional six (6) month periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Contract Award:

Hollon Oil Company

Unit Cost

SAE 5W-20 API SM, GF-4

SAE 10W-30 API SM, GF-4

SAE 15W-40 API CJ4

\$ 6.30/Gal

75W – 90 GL-5, MACK GO-H/GO-J

\$ 6.30/Gal

MIL GL 2 EP 2 for chassis and wheel

NEG-2, LF-2 FOR CHASSIS AND WHEEL bearing	\$ 7.68/Gal
DEXRON III, MERCON, MERCON V, ATF+3	\$ 2.81/lbs.
Full Synthetic Oil as per Allison TES-295	\$ 1.35/lbs.
AW-68 ALLISON C-3 & C4, JD 303, J-20C,	\$ 9.26/Gal
Full Strength Coolant, ASTM D3306, D4985,	\$ 30.83/Gal
	\$ 5.99/Gal
	\$ 7.42/Gal

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Budgeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332073
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY14-039

Bid Tabulation FY14-039
 Motor Oil Lubricants-Fleet Department
 January 15, 2014 @ 3:00 PM

Item	Description	UOM	Est. Qty	Golden West Laredo, TX		Sun Coast Resources Houston, TX		Certified Laboratories Irving, TX	
				Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
1	SAE 5W-20 API SM, GF-4	Gal.	400	\$ 7.27	\$ 2,908.00	\$ 7.17	\$ 2,868.00	\$ -	\$ -
2	SAE 10W-30 API SM, GF-4	Gal.	400	\$ 7.20	\$ 2,880.00	\$ 6.96	\$ 2,784.00	\$ -	\$ -
3	SAE 15W-40 API CJ4	Gal.	5600	\$ 8.47	\$ 47,432.00	\$ 8.06	\$ 45,136.00	\$ -	\$ -
4	75W – 90 GL-5, MACK GO-H/GO-J	lbs.	1230	\$ 3.038	\$ 3,736.74	\$ 3.20	\$ 3,936.00	\$ -	\$ -
5	NLGI-2,EP-2 for chassis and wheel bearing	lbs.	1200	\$ 2.16	\$ 2,592.00	\$ 2.26	\$ 2,712.00	\$ 3.92	\$ 4,704.00
6	DEXRON III, MERCON, MERCON V, ATF+3	Gal.	1400	\$ 11.344	\$ 15,881.60	\$ 9.36	\$ 13,104.00	\$ -	\$ -
7	Full Synthetic Oil as per Allison TES- 295	Gal.	440	\$ 36.036	\$ 15,855.84	\$ 29.05	\$ 12,782.00	\$ -	\$ -
8	AW-68 ALLISON C-3 & C4, JD 303, J-20C,	Gal.	3000	\$ 6.47	\$ 19,410.00	\$ 8.21	\$ 24,630.00	\$ -	\$ -
9	Full Strength Coolant, ASTM D3306, D4985,	Gal.	935	\$ 9.448	\$ 8,833.88	\$ 8.84	\$ 8,265.40	\$ -	\$ -

Item	Description	UOM	Est. Qty	EBR LLC Laredo, TX		Hollon Oil Company Weslaco, TX	
				Unit Price	Ext. Total	Unit Price	Ext. Total
1	SAE 5W-20 API SM, GF-4	Gal.	400	\$ 7.07	\$ 2,828.00	\$ 6.30	\$ 2,520.00
2	SAE 10W-30 API SM, GF-4	Gal.	400	\$ 6.85	\$ 2,740.00	\$ 6.30	\$ 2,520.00
3	SAE 15W-40 API CJ4	Gal.	5600	\$ 7.05	\$ 39,480.00	\$ 7.68	\$ 43,008.00
4	75W – 90 GL-5, MACK GO-H/GO-J	lbs.	1230	\$ 2.39	\$ 2,939.70	\$ 2.815	\$ 3,462.45
5	NLGI-2,EP-2 for chassis and wheel bearing	lbs.	1200	\$ 1.39	\$ 1,668.00	\$ 1.354	\$ 1,624.80
6	DEXRON III, MERCON, MERCON V, ATF+3	Gal.	1400	\$ 6.35	\$ 8,890.00	\$ 9.26	\$ 12,964.00
7	Full Synthetic Oil as per Allison TES- 295	Gal.	440	\$ 12.05	\$ 5,302.00	\$ 30.83	\$ 13,565.20
8	AW-68 ALLISON C-3 & C4, JD 303, J-20C,	Gal.	3000	\$ 6.00	\$ 18,000.00	\$ 5.99	\$ 17,970.00
9	Full Strength Coolant, ASTM D3306, D4985,	Gal.	935	\$ 7.54	\$ 7,049.90	\$ 7.42	\$ 6,937.70

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Rogelio Rivera, City Engineer; John Orfila, Jr., Public Works Department Director; Jack Dunn, Fleet General Manager; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of one (1) hydraulic excavator from B-C Equipment Sales, Corpus Christi, Texas in the total amount of \$267,425.00 through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program’s contract pricing. Funding is available in the 2013 Contractual Obligation bond proceeds fund. **(Approved by Finance Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program.

BACKGROUND

A recommendation is being presented to the City Council that a contract be awarded to B-C equipment Sales for the purchase of one hydraulic excavator. Delivery is expected with-in 45 working days.

B-C Equipment Sales		Qty	Unit Price	Total
H-GAC Contract# EM06-13	2014 250X3LF Hydraulic Excavator	1	\$ 262,295.00	\$ 262,295.00
Public Works Department	Option: Extended Warranty 5 Years or 4,000 Hours Powertrain & Hydraulics	1	\$ 5,130.00	<u>\$ 5,130.00</u>
			Total Cost	\$ 267,425.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds:
Account #: 401-9868-535-9004
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this equipment is available in the following accounts:

2013 PFFCO	401-9868-535-9004	\$ 262,295.00
Vehicle Maintenance	101-2730-533-2035	5,130.00

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas M. Rodriguez, Jr. P.E., Utilities Director

SUBJECT

Consideration for approval of change order No. 6, a net increase in the amount of \$10,198.00 to the construction contract with Western Summit Contractors, Inc./McAllen Construction, Inc., a Joint Venture Contractor, Fort Worth, Texas, for El Pico Water Treatment Plant 20 MGD. This change order consists of additional circuits for the Water Cooler, changes to chemical system and chlorine alarm panels at the Chemical Building, changes to Clarifier Drive resets and equalization pump relay, modifications to the Administration Building flask washer, shower wall and fascia, modification to Belt Filter Press Wiring, Chlorine alarm panel, changes on overhead door conflict and belt filter press wiring at Sludge Dewatering, modification to Seepex pump wiring at Sludge Thickener, changes to Clearwell and High Service Pump Treatment facilities, modification to filtration system, and deletion of one (1) unit of front end loader from contract. An additional three (3) working days are also being added to the contract due to weather. The new contract amount is \$85,651,964.60 and total working days are six hundred fifty-five (655). Funding is available in 2010 Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On August 1, 2011, City Council awarded the construction contract. On June 4, 2012 City Council approved Change Order No. 1. City Council approved Change Order No. 2 on February 4, 2013. On March 18, 2013 City Council rescinds and reinstates Change Order No. 2. City Council approved Change Order No. 3 on March 18, 2013. Change Order No. 4 was approved by City Council on August 5, 2013. On November 18, 2013 Council approved Change Order No. 5.

BACKGROUND

Change Order No. 6 consists of various modifications and additions to the project and an additional three (3) working days are added to the contract.

Contract	Contract Amount	Working Days
Original Amount	\$89,738,625.00	600
Change Order 1	(\$4,313,521.00)	0

Change Order 2	(\$44,750.00)	16
Change Order 3	\$0	20
Change Order 4	\$249,213.60	12
Change Order 5	\$12,199.00	4
Change Order 6	\$10,198.00	3
Total	\$85,651,964.60	655

COMMITTEE RECOMMENDATION

Operations and Finance Committee

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2010 Revenue bond
Account #: 557-4192-538-0376
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

El Pico Water Plant: 557-4184-538-0376, 557-4185-538-0376, 557-4186-538-0376, 557-4187-538-0376, 557-4192-538-0376, & 557-4194-538-0376

Attachments

El Pico WTP CO#6

DANNENBAUM ENGINEERING COMPANY — McAllen, LLC

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677

Change Order No. 6
Date: February 3rd, 2014

Project: **CITY OF LAREDO – EL PICO WATER TREATMENT PLANT**

Contractor: Western Summit Constructors, Inc./McAllen Construction, Inc. – A Joint Venture
13119 Old Denton Road
Fort Worth, Texas 76177

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

DECREASE IN CONTRACT DOCUMENT

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DECREASE IN CONTRACT	COMMENTS
029A	Cash Allowance Holt Cat 938H Wheel Loader	LS	1	\$ 250,000.00	<u>WSCI PCO No.085</u> Loader

Sub-total..... \$ 250,000.00

INCREASE IN CONTRACT DOCUMENT

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	INCREASE IN CONTRACT	COMMENTS
4	Filtration, Filter Building, Control Building, Intermediate Clearwell, Backwash Pumping, and Intermediate Pumping Treatment Facilities, Complete in place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities.	LS	1	\$ 4,961.00	<u>WSCI PCO No. 077</u> Filter Building Door Hardware Change
				\$ 4,549.00	<u>WSCI PCO No. 083</u> Filter Blower Electrical Control Modifications
				\$ 4,524.00	<u>WSCI PCO No. 087</u> Modifications to Filter Control Narrative
5	Clearwell and High Service Pump Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories and appurtenances and including any and all dewatering as may be needed to construct the facilities.	LS	1	\$ 5,796.00	<u>WSCI PCO No. 081</u> Additional Circuits for Switchgear DC Power and Heaters
				\$ 2,874.00	<u>WSCI PCO No. 088</u> Clearwell Level Transmitter Change
				\$ 12,360.00	<u>WSCI PCO No. 096</u> Conduit Wiring for Surge Anticipator Valve
6	Sludge Thickener and Sludge Holding Tank Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities.	LS	1	\$ 13,369.00	<u>WSCI PCO No. PCO 101</u> Seepex Pump Wiring Modifications
7	Sludge Dewatering, Belt Filter Press and Dewatering Building Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities	LS	1	\$ 6,904.00	<u>WSCI PCO No. 072</u> Overhead Door Conflict at Dewatering Bldg.
				\$ 32,030.00	<u>WSCI PCO No. 089</u> Belt Filter Press Wiring Modifications

8	Backwash Equalization and Backwash Clarifier Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities.	LS	1	\$ 3,517.00 \$ 1,005.00	<u>WSCI PCO No. 082</u> Clarifier Drive Resets <u>WSCI PCO No. 097</u> Equalization Pump Relay
9	Chemical Building, Chemical Feed and Bulk Storage Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities.	LS	1	\$121,173.00 \$ 759.00 \$ 22,772.00	<u>WSCI PCO No. 079</u> Chemical Building System Changes <u>WSCI PCO No. 080</u> Additional Circuit for Water Cooler at Chemical Building <u>WSCI PCO No. 090</u> Chlorine Alarm Panels
11	Administration Building Treatment Facilities, Complete in Place as shown on the Drawings including earthwork, excavation, embankment, backfill, grading, piping, paving, utilities, electrical and instrumentation, accessories, and appurtenances and including any and all dewatering as may be needed to construct the facilities	LS	1	\$ 4,981.00 \$ 3,212.00 \$ 15,412.00	<u>WSCI PCO No. 086</u> Modifications for Flask Washer <u>WSCI PCO No. 093</u> Revise Shower Walls to Meet ADA Requirements <u>WSCI PCO No. 094</u> Brick Fascia at Admin. Retaining Wall

Sub-total..... \$ 260,198.00

Original Contract: \$89,738,625.00
 General Allowance: \$ 0.00
 Change Order No. 1 – Minus \$ 4,313,521.00
 Change Order No. 2 – Minus \$ 44,750.00
 Change Order No. 3 \$ 0.00
 Change Order No. 4 – Plus \$ 249,213.60
 Change Order No. 5 – Plus \$ 12,199.00
 Change Order No. 6 – Plus \$ 10,198.00
 General Allowance Balance: \$ 0.00

Current contract amount: \$85,651,964.60

Original Contract Time: 600 Working Days
 Contract time for previous change orders 52 Working Days
 Contract time this C.O. 3 Working Days
 Current contract time including this change order: **655 Working Days**

Note: C.O. #02 Additional 16 days due to weather
 C.O. #03 Additional 20 days for backfill
 C.O. #04 Additional 12 days due to weather
 C.O. #05 Additional 4 due to weather
 C.O. #06 Additional 3 days due to weather

Justification: Various Modifications to Project

Accepted by: _____ Date: _____

Eric Ness
Western Summit Constructors, Inc / McAllen Construction, Inc. – A Joint Venture

Approved by: _____ Date: _____

Approved by: _____ Date: _____

Tomas M. Rodriguez, Jr., P.E.
Director of Utilities Department

Louis Jones, P.E.
Principal – Dannenbaum Engineering, McAllen, LLC

Approved by: _____ Date: _____

Approved by: _____ Date: _____

Carlos Villarreal
City Manager

Gustavo Guevara
City Secretary

Approved by: _____ Date: _____

Raul Casso
City Attorney

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas M. Rodriguez Jr, P.E., Utilities Director

SUBJECT

Authorizing the City Manager to approve change order No. 2, in the amount of \$41,165.36 to the construction contract with Mountain Cascade of Texas L.L.C., Mansfield, Texas for the 60 inch Transmission Main Project. This change order consists of three (3) items, which includes installing a filter fabric, additional surveying costs, and approving alternate detail for a decrease in cost. The contract time will be increased by fifteen (15) working days, with a new contract time of three hundred thirty (330) working days. The new contract amount is \$15,519,218.40. Funding is available in the 2012 Revenue Bond -60 inch Transmission Main. **(Approved by Finance Committee)**

PREVIOUS COUNCIL ACTION

On October 7, 2013 City Council approved a zero amount Change Order No. 1, which added 60 additional working days to the contract time.

BACKGROUND

	Contract Amounts	Contract Time(Working days)
Original	\$15,478,113.00	255
Change Order No. 1	\$ 0.00	60
Change Order No.2	\$ 41,165.36	15
Total	\$15,519,278.40	330

COMMITTEE RECOMMENDATION

Operations and Finance Committee

STAFF RECOMMENDATION

Approval of Motion

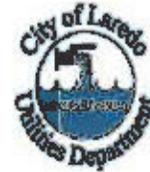
Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Revenue Bond
Account #: 557-4194-538-0375
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Attachments

Change Order 002



Change Order Form

No. 002

Date of issuance: December 9, 2013 Effective Date: December 9, 2013

Project: 60-INCH TRANSMISSION MAIN

Owner: CITY OF LAREDO

Contractor: MOUNTAIN CASCADE OF TEXAS, LLC

Owner and Contractor agree to make the following changes in the Contract Documents:
Description:

- 1. Increase in cost for installing 8 oz filter fabric between the primary zone (Zero P.I. Sand) and the pipe bedding (Pea Gravel)...
2. Increase in cost for additional surveying, because the Contractor had to re-stake the alignment of the 60' Transmission Main...
3. Decrease in cost for approving alternate detail, which includes installing Megalug restraints instead of dismantling joints...

Reason for Change Order:

- 1. The Contractor was issued a revised Pipe Bedding Configuration as outlined in Black & Veatch's Letter dated 12/9/2013.
2. The Contractor had to re-stake the alignment of the 60' Transmission Main, because of revised Survey Control Monumentation.
3. The Contractor will save on labor costs with the approved alternate detail and indicated on RFI No. 013-2620.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price

\$ 15,478,113.00

Net Increase (Decrease) from previous Change Orders
No. 1 to 2:

\$ 0.00

Contract Price prior to this Change Order:

\$ 15,478,113.00

Net Increase (decrease) of this Change Order:

\$ 41,165.36

Contract Price with all approved Change Orders:

\$ 15,519,278.40

CHANGE IN CONTRACT TIMES:
Original Contract Times:

Substantial Completion: 3/12/2014
Ready for final payment: 5/16/2014
(days or dates)

Net change from previous Change Orders
No. 1 to No. 2:

Substantial Completion: 60 Working Days
Ready for final payment: 60 Working Days
(days)

Contract Times prior to this Change Order:

Substantial Completion: 6/5/2014
Ready for final payment: 8/7/2014
(days or dates)

Net Increase (decrease) this Change Order:

Substantial Completion: 15 Working Days
Ready for final payment: 15 Working Days
(days)

Contract Times with all approved Change Orders:

Substantial Completion: 6/27/2014
Ready for final payment: 8/28/2014
(days or dates)



(City of Laredo, Texas)
(60-Inch Transmission Main)
(B&V Job No. 164536)



APPROVED:

ACCEPTED:

By: _____
Tomás M. Rodríguez, Jr., P.E.
Director of Utilities

By: 
Contractor (Authorized Signature)

Date: _____

Date: 1/21/2014

By: _____
Carlos R. Villareal
City Manager

Date: _____

By: _____
Raul Casco
City Attorney

Date: _____

By: _____
Gustavo Guevara, Jr.
City Secretary

Date: _____

By: 
Black & Veatch (Authorized Signature)

Date: 01/21/2014



(City of Laredo, Texas)
(80-inch Transmission Main)
(B&V Job No. 164538)



Change Order Request

88 Regency Parkway, Suite 107 Mansfield Texas 76063
(882) 518-1221 Fax (882) 518-1772

Date: 1/8/2014

To: Blank & Veitch
14100 San Pedro Ave., Ste. 410
San Antonio, TX 78232

Attn: Lou Portillo

Project Title: City of Laredo - 60-Inch Transmission Main

MCTX Job 88007 POO # 3

FCO Justification:

For the request of the City and Blank & Veitch, Mountain Cascade of Texas, LLC is submitting the cost associated with installing 6 oz. filter fabric following placement of the granular bedding as directed in Blank & Veitch's 12/9/2013 letter. We intend to add Item No. 33 to the Schedule of Values and will begin billing per the below referenced unit price on Pay Estimate #7.

Please let us know if additional documentation is needed to further evaluate this request.

Cost \$ \$2,138.F Contract Term 15 WD


Dustin Whitman, Project Manager

1/6/2014
Date



Change Order Request,
99 Regency Parkway, Suite 107 Mansfield Texas 76063
(882) 518-1221 Fax (882) 518-1772

Date: 12/9/2013

To: Black & Veatch
14100 San Pedro Ave., Ste. 410
San Antonio, TX 78232

Attn: Lou Portillo

Project Title: City of Laredo - 60-Inch Transmission Main

MCTX Job 88007 PCO # 2

PCO Justification:

Mountain Cascade of Texas, LLC is submitting for reimbursement the costs associated with restaking the alignment as a result of the incorrect Control provided in the Contract Documents. Included in the cost below are: Computation of the adjusted layout per the Revised Control, Updating the Revised Control, Restaking centerline alignment and an Unscheduled mobilization charge.

Please let us know if additional documentation is needed to further evaluate this request.

Cost \$ \$5,042.75 Contract Time 0 CD


Dustin Whitman, Project Manager

12/9/2013
Date



BLACK & VEATCH
Building a world of difference.

Request for Information _____ RFI No. 013-02620

60-INCH TRANSMISSION MAIN

Owner: City of Laredo

B&V Project No: 164538

Contractor: Mountain Cascade of Texas, LLC.

Owner Contract No. (w/s)

Date: 10/16/13

Area Affected: 02620 Trenching and Backfilling

Item Affected: 28 & 29

Reference Drawing / Specification: D-06 Pipe Connection Detail B

Subject Description:

MCTX proposes to alter the connection detail shown on the above referenced plan sheet with the detail attached. This alternative detail will allow for the same quality and function as the original detail, while allowing the elimination of some material as well as labor for installation. This elimination will result in a credit to the City of Laredo of \$1,500 per each connection.

Please advise if this is acceptable.

None Time Impact Yes No When time impact is indicated advise of the critical path impact.

None Cost Impact Yes No When cost impact is indicated provide a min-max range anticipated. The cost basis will be determined separately.

Credit (8 x \$1500 = \$12,000)

Response Requested by: 10/23/13

Originator: Dustin Whitman MCTX

Signature: 

Engineer / Owner Response

Response/Clarification:

Response by: _____

Date: ()

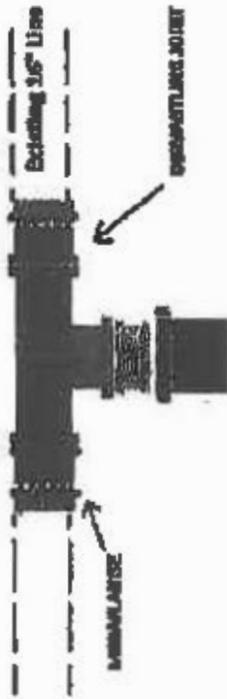
Issued by: _____

Date: ()

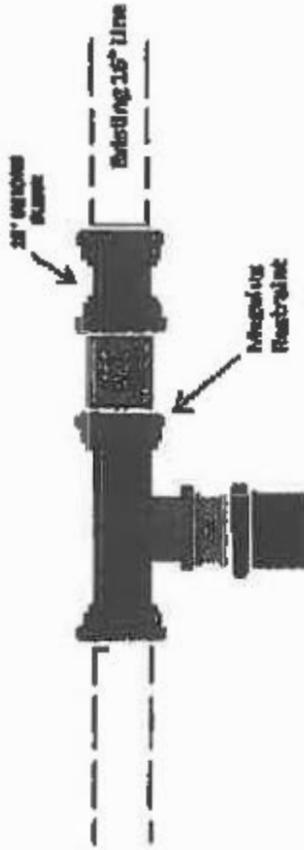
Owner Review: Required Yes No

If Required, by (Date):

cc: (Owner, Engineer, Contractor, Construction Manager, as required)



ORIGINAL
DRAWING
(TAPPED TEE W/
DISASSEMBLING JOINTS)



PROPOSED
DRAWING (21 X 18 TEE W/
METALLIC RESTRAINTS)



BLACK & VEATCH
Building a world of difference.

B&V Project No: 164538
B&V File: 80.1704

Request for Information

RFI No. 013-02620

60-INCH TRANSMISSION MAIN

Engineer / Owner Response

Response/Clarification:

In accordance with the detail attached with this RFI, Black & Veatch believes that the alternative connection to the existing 16" water line will be acceptable. Contractor shall properly hydrostatic test and disinfect all newly installed segments of pipe as per Section 02704 and Section 02675, respectively. The Contractor is also responsible for providing all submittals associated with the deviations, if necessary.

If there is any additional information you need, please let me know.

Thank you.

Response by:


Luis Portillo

Date: 10/28/2013

Owner Reviewed: Yes No

cc: Gloria M. Saavedra, P.E. - Utilities Department
cc: Eliud De Los Santos - Inspector

City Council-Regular

Meeting Date: 02/03/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Blasita J. Lopez, CVB Director

SUBJECT

Presentation by Civitas Capital Group regarding the EB-5 Regional Center website and media plans in promoting Laredo as a viable community to foreign investors.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Civitas Capital Group is an independent specialty asset management and financial services firm with operating divisions focused on Alternative Investments, EB-5 Funds and Wealth Management. Civitas evaluates the truth that lies at the core of every investment evaluating investment opportunities from every angle. Together with Civitas the Laredo Regional Center was recently launched and is the official EB-5 regional center of Laredo. In a unique public-private partnership, the City collaborates with Civitas Capital Group to provide the highest quality EB-5 investment opportunities to investors around the world.

PREVIOUS COUNCIL ACTION

The Laredo City Council officially approved a Regional Cooperation Agreement with Civitas for a Laredo Regional Center on November 19, 2012.

BACKGROUND

The Civitas Laredo Regional Center matches EB-5 capital to job-creating projects in the Laredo area, providing a catalyst for economic growth in the community. Congress created the EB-5 Regional Center Pilot Program in 1992, facilitating residency and citizenship applications for foreign nationals willing to invest significant capital in the United States and create permanent, high-quality jobs in their locality.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the presentation of this report.
