

CITY OF LAREDO CITY COUNCIL MEETING

A-2014-R-03

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

FEBRUARY 18, 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 February 3, 2014.

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.

V. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Appointments by Mayor Raul G. Salinas to the Laredo's Homeless Assistance Committee (LHAC):

1. Council Member Mike Garza, Chair
2. Council Member Narvaez, Vice-chair
3. Ronnie Acosta, City of Laredo-Community Development Dept.
4. Elizabeth Alonzo, Laredo Municipal Housing Corporation (LMHC)
5. Laura Llanes, Laredo Housing Authority (LHA)
6. Javier Santos, Fernando Salinas Trust
7. Nora E. Murillo, United Independent School District (UISD)
8. Leticia Reyes, Laredo Independent School District (LISD)
9. Rosanne Palacios, Mercy Ministries of Laredo

b. Appointment by Mayor Raul G. Salinas of Guillermo Castro to the Airport Advisory Board.

c. Appointment by Mayor Raul G. Salinas of Council Member Juan Narvaez to the Laredo Development Foundation 2014 Board of Directors.

d. Appointment by Council Member Alejandro "Alex" Perez of Monica Molano to the Third Party Funding Advisory Committee.

VI. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District II

2. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-137 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description; providing for publication and effective date.

Staff supports the proposed conditional use permit but not the proposed 24 hour operating hours, and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VI

3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VIII

4. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, and 12, Block 977, Western Division, and located at 3819 San Bernardo, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

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

5. Amending the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations. **(Approved by Operations & Finance Committees)**

(Recess)
(Press Availability)

VII. INTRODUCTORY ORDINANCES

6. Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property. **(Approved by Operations Committee)**

7. Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility. **(Approved by Operations Committee)**

VIII. RESOLUTIONS

8. **2014-R-11** Declaring a public necessity to utilize the area under IH-35, between Park Street and Sanchez Street, as a parking area on February 20, 2014, for the Annual Youth Parade and on February 22, 2014, for the Washington's Birthday Grand Parade and authorizing the City Manager to enter into an agreement with Texas Department of Transportation for the use of said property. **(Approved by Operations Committee)**

9. **2014-R-16** Authorizing the City Manager to execute a Memorandum of Understanding (MOU), attached hereto as Exhibit A, between U.S. Customs and Border Protection and the Laredo Fire Department for the purpose of providing an EMT program for clinical education and field work experience. **(Approved by Operations Committee)**

10. **2014-R-17** Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with BCFS Health and Human Services (BCFS - HHS) for the assignment of a Mobile Medical Unit (MMU-1) for rehabilitation of firefighting personnel during local large scaled events. **(Approved by Operations Committee)**

11. **2014-R-19** Amending Resolution No. 2014-R-06 by adding four (4) additional Memorandums of Understanding (MOUs) to the list of Cooperative Working Agreement/Mutual Assistance Agreements/Memorandums of Understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo. **(Approved by Operations Committee)**

12. **2014-R-25** A resolution of the City of Laredo, Texas determining that GA Advertising and AL & Robs, local bidders, provide 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 for the purchase of uniforms for City employees in the total amount of \$56,103.62.

IX. MOTIONS

13. Consideration to award contract FY 14-034 for the purchase of promotional materials in an amount up to \$60,000.00 for various vendors as follows:
 1. Ad-Wear Houston, Texas;
 2. Indoff, Laredo, Texas;
 3. Positive Promotions, Inc., Hauppauge, New York;
 4. Authentic Promotions, Carmicheal, California;
 5. J. Paul Co., Lewisville, Texas;
 6. Canada Mostin Trading Corp., Ontario, Canada

Promotional materials will be purchased by Laredo Transit Management, Solid Waste, 911 (Admin and PSAP), Library and Convention and Visitors Bureau on an as needed basis. Funding is available in the respective department budgets. **(Approved by Operations Committee)**

14. Authorizing a refund of property tax in the amount of \$700.00 payable to Beavers Source due to an overpayment; Tax account #801-02028-101. **(Approved by Operations Committee)**

15. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of January 2014, represent a decrease of \$418,036.49. These adjustments are determined by the Webb County Appraisal District and by court orders.
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X. CONSENT AGENDA

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

X (a) RESOLUTIONS

16. **2014-R-13** Authorizing the City Manager to sign a water rights agreement, between the City of Laredo and Fender Exploration and Production Co., L.P., whereby the City is agreeing to purchase the right to divert and use 1279 A/F per annum of Class B water rights to the Rio Grande River at \$1,200.00 per A/F for a purchase price of \$1,534,800.00 and further authorizing the City Manager to sign and file necessary application(s) with Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication No. 23-2777A of the seller and combined with Certificate of Adjudication No.23-3997 as amended by the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City. Funding is available in the Water Availability Fund.
17. **2014-R-14** Authorizing the City Manager to submit a Research and Planning Grant Application to the Texas Water Development Board in the amount of \$50,000.00 to perform a Water Smart Basin Study Program that would target the Pecos River and Devils River Basins.
18. **2014-R-15** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Rodolfo Camarena for a proposed project located at 2219 Gustavus St., Lots 5 & 6, Block 1269, Eastern Division that consists of a single-family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of

\$236,522.13, estimated annual tax abatement total of \$1,506.65 and estimated total fee waivers of \$1,723.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

19. **2014-R-18** Authorizing the City Manager to accept a grant in the amount of \$763,914.00 from the 2013 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG). Funding will be available on a reimbursement basis through the Webb County Sheriff's Office (WCSCO). This funding will be used for overtime and fringe benefit expenses and for the purchase of four (4) fully equipped marked units used for Stonegarden operations. The term of this grant agreement is from February 1, 2014 to September 30, 2014.

20. **2014-R-020** Supporting the construction of a twelve million eight hundred thousand dollar (\$12,800,000.00) affordable housing project consisting of one hundred (100) units proposed to be developed by Laredo Housing Opportunities Corporation (LHOC) Ana Lozano Apartments LTD., and to be located at 6500 Springfield; and further authorizing the City Manager to enter into agreement with LHOC Ana Lozano Apartments, LTD., to provide a loan of one million three hundred twenty thousand dollars (\$1,320,000.00) to assist with the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

21. **2014-R-22** Supporting the construction of a fourteen million four hundred thousand dollar (\$14,400,000.00) affordable housing project consisting of one hundred twelve (112) units proposed to be developed by Laredo Housing Opportunities Corporation (LHOC) Stone Oaks Apartments, LTD., and to be located at the intersection of East Calton Road and Foster Avenue; and further authorizing the City Manager to enter into agreement with LHOC Stone Oaks Apartments, LTD., to provide a loan of one million five hundred thousand dollars (\$1,500,000.00) to assist with the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

22. **2014-R-21** Supporting the construction of a seventeen million, eight hundred thousand dollar (\$17,800,000.00) affordable housing project consisting of one hundred fifty two (152) units proposed to be developed by Brownstone Affordable Housing (BAH) Casa Verde Apartments, LTD., and to be located at 8600 Casa Verde Road, Laredo, Texas; and further authorizing the City

Manager to enter into an agreement with BAH Casa Verde Apartments, LTD., to provide a loan of two million seventy thousand dollars (\$2,070,000.00) for the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

X (b) MOTIONS

23. Authorizing the City Manager to ratify nine (9) months of the continuation lease agreement between the City of Laredo and VIGSA, LTD and approval of the remaining term of the contract to allow the City of Laredo to continue to operate on the property located on 3806 South Highway 83, Riverhills Commercial Center, Suite 300 situated in Laredo, Texas 78040 for the City of Laredo Health Department Women, Infants and Children (WIC) and Health Promotion Programs. The term of the agreement shall be for five (5) years beginning April 17, 2013, through April 16, 2018. Funding for the base rate of \$110,867.40 per year is available through the Health Department Budget and the agreement is contingent on the availability of funds.
24. Consideration for acceptance and release of remaining retainage in the amount of \$26,060.00, final payment in the amount of \$216,345.42 for a total amount of \$242,405.42 and approval of change order No. 1 to QroMex Construction Co., of Granite Shoal Texas, for Loop 20 Embarcadero Subdivision Sanitary Sewer Crossing (Bore) Project. Funding is available in the 2010 Revenue Bond.
25. Consideration to award a construction contract to the lowest bidder, AZAR Services, L.L.C., Laredo, Texas, in the base bid amount of \$588,305.70, less alternative No. 1, and deduct items 3 and 4 for a net bid of \$424,245.70 for the Upper Zacate Creek Soccer Complex with a construction contract time of one hundred fifty (150) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. Funding is available in the 2006 C.O. Bond, 2007 C.O. Bond, 2008 C.O. Bond, Environmental Services Stormwater and Environmental Services fund 2007 C.O.
26. Consideration for approval to ratify the award of a construction contract to the lowest bidder, American Construction Consulting, L.L.C., Laredo, Texas in the amount of \$557,390.39 for the South Laredo Library, trade packages namely: (1) Division 9 Finishes Package and includes tile work, clay brick pavers, ceiling work, and carpeting work; (2) Division 10 Specialties Package and includes miscellaneous specialties, solid plastic partitions, flag

poles, architectural signage, operable walls, and toilet room accessories. Construction contract time is one hundred fifty (150) calendar days. Completion date for the project is scheduled for June 20, 2014. Funding is available in the Capital Improvement Fund, 2006 C.O., and Friends of the Library Fund.

27. Consideration to award a construction contract to the lowest qualified bidder, ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$595,000.00 for the Farias Boxing Gym with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. The apparent low bidder failed to acknowledge the federal wage determination and addendums No. 2 and 3 which have an impact on the cost of the base bid. Funding is available in the Farias Recreation Boxing Gym.

28. Consideration to award a construction contract to the lowest bidder, Rigney Construction & Development, L.L.C., Edinburg, Texas in the base bid amount of \$789,812.43 for the Slaughter Park Improvements, Phase II with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. Funding is available in the Slaughter Park Water Feature/Trail Improvements.

29. Consideration to award annual service contract FY14-042 to the following vendors:
 - 1) Laredo Mechanical, Laredo, Texas in an amount up to \$210,000.00;
 - 2) Gutierrez Machine Shop, Laredo, Texas in an amount up to \$100,000.00;
 - 3) Odessa Pumps, Midland, Texas in an amount up to \$100,000.00for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. Water Treatment estimates a total expenditure of \$300,000.00 and Wastewater Treatment estimates a total expenditure of \$60,000.00. Funding is available in the Utilities Department Fund.

30. Consideration to award annual supply contract FY14-031 to the following low bidders:

1) Conney Safety Products, Madison, Wisconsin

2) Eagle Supply, Laredo, Texas

for the purchase of safety supplies in an amount up to \$150,000.00 for all City departments. This contract establishes pricing for those safety supplies most commonly utilized by City departments. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

31. Consideration to award a contract to Holman Boiler Works Inc., McAllen, Texas in the amount of \$77,285.00 through the State of Texas - TXMAS Cooperative Purchasing Program for the purchase and installation of one (1) 50 HP Boiler at the old Federal Court House. This installation will include all labor, materials, tools, and supervision needed to complete the project. Funding for the purchase of this equipment is available in the Capital Improvements Fund and the 2013 PPFCA under Contractual Obligations fund.

32. Consideration to award contract FY014-041, a two (2) year contract to Clark Hardware, Laredo, Texas with the estimated yearly amount of \$100,000.00 for the purchase of Plumbing Irrigation Supplies for City maintenance and repair projects. This is a two (2) year contract, subject to future appropriations and all items will be purchased on an as needed basis throughout the year and for various City departments. Funding is available in the Parks and Recreation, Airport, Public Works, Health, Solid Waste, Laredo Transit Management Inc., Laredo Municipal Housing Corporation and Utilities Departments budgets.

END OF CONSENT AGENDA

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

33.

A. Request by Mayor Raul G. Salinas

1. Recognizing the late Mrs. Yolanda Friedman and her surviving family for her hard work in helping underprivileged citizens stricken with cancer with no means for treatment.

B. Request by Mayor Pro-Tempore Esteban Rangel

1. Recognizing the United South High School cheerleaders for their National Championship in Dallas, Texas by the National Cheerleaders Association (NCA).
2. Status report on Laredo area TxDOT projects generally and the Clark Overpass specifically, with possible action.

C. Request by Council Member Roque Vela, Jr.

1. Discussion with possible action on limiting presentations at City Council meetings to three (3) per meeting with a time limit of five minutes each and regulating City Council Member's items to city business.
2. Discussion on how to address the losing and relocation of oil companies to San Antonio, Texas, with possible action. **(Co-Sponsored by Council Member Jorge A. Vera)**

D. Request by Council Member Charlie San Miguel

1. Presentation on the "Light the Way" event held at North Central Park on Holiday Season and recognition to the sponsors. **(Co-Sponsored by Mayor Raul Salinas and Council Member Liendo)**

E. Request by Council Member Jorge A. Vera

1. Discussion with possible action to amend the Land Development Code to require that all future industrial park intersections and approaches be constructed of concrete, in accordance with TxDOT specifications.
2. Discussion with possible action on soliciting the services of a licensed and qualified Texas Real Estate Broker for listing City-owned properties pursuant to the new authority of Section 253.014 of the Texas Local Government Code which provides local governing bodies this method to sell real property without having to comply with public auction, notice and competitive bidding requirements.

3. Establishing a youth committee consisting of two students from every high school to establish a strategic City-wide plan addressing the needs of Laredo's youth such as recreational outlets, self-help programs, etc., with possible action.

F. Request by Council Member Cynthia Liendo

1. Discussion with possible action on creating an Arts & Entertainment District on San Bernardo Ave.

XII. STAFF REPORTS

34. Presentation on City Council Member sponsored events, with possible action.

XIII. EXECUTIVE SESSION

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

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

35. Consideration to award a six (6) month supply contract FY14-037, for the purchase of engine oil and lubricants for the Laredo Transit Management, Inc. (El Metro) to the following low bidders:

- 1) Arguindegui Oil, Co., Laredo, Texas, in the estimated amount of \$68,937.00;

- 2) Gonzalez Auto Parts, Laredo, Texas in the estimated amount of \$19,750.00.

All items will be purchased on an as needed basis. Funding is available in the Laredo Transit Management, El Metro Operations Fund. **(Approved by Operations & Finance Committees)**

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

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, February 12, 2014 at 6:30 p.m.

Gustavo Guevara, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Richard Cisneros

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District II

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 99-O-167 authorizing a CUP for a welding supply company.

BACKGROUND

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: auto sales

Site: vacant commercial structure (formerly Matheson Tri-Gas).

Surrounding land uses: East of the site are multi-family residential, Salon nails, Cricket, single-family residential and Pronto Insurance. West of the site are Perez Garage Auto Machine Shop and El Rancherito Meat Market. North of the site are manufactured homes and single-family residences. South 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: 24 In Favor: 1 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 as auto sales is allowed in a 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?

No, the established land use pattern along Jaime Zapata Memorial Highway is commercial in nature.

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

No, this area has B-3 districts in close proximity.

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 7to 0vote, recommended approvalof the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Zoning Map](#)

[Aerial Map](#)

[Pictures](#)

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 7, 8 AND 9, BLOCK 1723, EASTERN DIVISION, LOCATED AT 2820 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 Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 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 January 16, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 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 Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 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

**REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT)
 TO B3 (GENERAL BUSINESS DISTRICT)**



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

ZONING MAP

**REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT)
 TO B3 (GENERAL BUSINESS DISTRICT)**



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

AERIAL MAP

1 inch = 100 feet
 Date: 12/20/2013

ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: X & M International Inc.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-137 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description; providing for publication and effective date.

Staff supports the proposed conditional use permit but not the proposed 24 hour operating hours, and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VI

PREVIOUS COUNCIL ACTION

City Council approved Ordinance 2011-O-137 at the regular meeting of October 6, 2011.

BACKGROUND

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: amusement redemption machine establishment

Site: Flamingo Amusement Center

Surrounding land uses: To the north are the Maple Place at Tiara apartments, and a commercial

center including Rumors Spirits and More, Castilian Royal Receptions, Down to Earth Smoke Shop,

Unique Hair and Spa, Laredo Urgent Care and Family Clinic, BMW Creative Homes, Picture Perfect

Health, El Popo, Karma Night Club and Jalapenos restaurant. To the northwest is Compass BBVA

Bank and vacant land. East of the site is Danny's Restaurant and Buffalo Wings and Rings. Single

family residences are west of the site. To the south is another commercial center including Average Joe's, Fonda Don Martin, Medicine Shoppe Pharmacy, LSMC (Laredo Sports Medicine Clinic), All American Dance Studio, Bambino's Playhouse, First Class Learning Center, CEC Engineering, condominiums, vacant land and Tony Aldape Auto Service and Tire Center.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and does not identify either Tiara Trail or Sterling Loop.

Letters sent to surrounding property owners: 96 In Favor: 0 Opposed: 4

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones 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)(3): 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 suggests the following conditions:

1. The Conditional Use Permit shall be issued to the X & M International Inc., 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. Sixty (60) parking spaces must be provided, including four (4) that are ADA compliant per the Laredo Land Development Code.
5. Parking is limited to on-site parking only.
6. The driveway on Tiara Trail is limited to ingress only, and shall be so designated with directional signage.
7. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
8. Provide a seven (7) foot opaque fence along the rear of the property abutting the residential properties to the west, and along the north side of the property from the driveway west to the property line.

9. Signage will be limited to that which is allowed in a B-1 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The C.U.P. shall be issued for five years from date of issuance.
15. The location is limited to 240 machines.

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

Staff supports the proposed conditional use permit, but not the proposed 24 hour operating hours.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Exhibits and pictures

Zoning Map

Aerial Map

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE NO. 2011-O-137 AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1A AND 1B, BLOCK 1, SAN ISIDRO/MCPHERSON NO. 2 SUBDIVISION, LOCATED AT 9710 AND 9720 MCPHERSON ROAD BY CHANGING PERMIT HOLDER, HOURS OF OPERATION AND PROPERTY LEGAL DESCRIPTION; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the amendment of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 16, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 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 an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description.

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 X & M International Inc., 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. Sixty (60) parking spaces must be provided, including four (4) that are ADA compliant per the Laredo Land Development Code.
5. Parking is limited to on-site parking only.
6. The driveway on Tiara Trail is limited to ingress only, and shall be so designated with directional signage.
7. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
8. Provide a seven (7) foot opaque fence along the rear of the property abutting the residential properties to the west, and along the north side of the property from the driveway west to the property line.
9. Signage will be limited to that which is allowed in a B-1 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The C.U.P. shall be issued for five years from date of issuance.
15. The location is limited to 240 machines.

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

December 20, 2013

City of Laredo Planning and Zoning

1120 San Bernardo Ave

Laredo, TX 78040

Through this letter we would respectfully request of the City of Laredo Planning and Zoning Department an approval for a Conditional use Permit Application which is currently under the name of Tony Tran, to X & M INTERNATIONAL INC. for the property located at LOT 1-A & 1-B BLK 1 SAN ISIDRO/MCP.

The proposed change would be to accommodate our business at this location. By granting us approval we would be creating a direct economic impact in the city. Our business would start by hiring at least 8 employees and as our business grows we would accommodate more employees. We would also impact other businesses by having them become our vendors and suppliers.

Our business would fall under the classification of AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT with a total of 240 operating machines for the community of Laredo to enjoy. We would be operating in accordance to all local, state and federal regulations.

We would like to take this opportunity to also request that we be allowed to have our establishment open 24 hours. In order to best meet the needs of the community of Laredo.

We would cordially appreciate your assistance in this matter.

Sincerely:

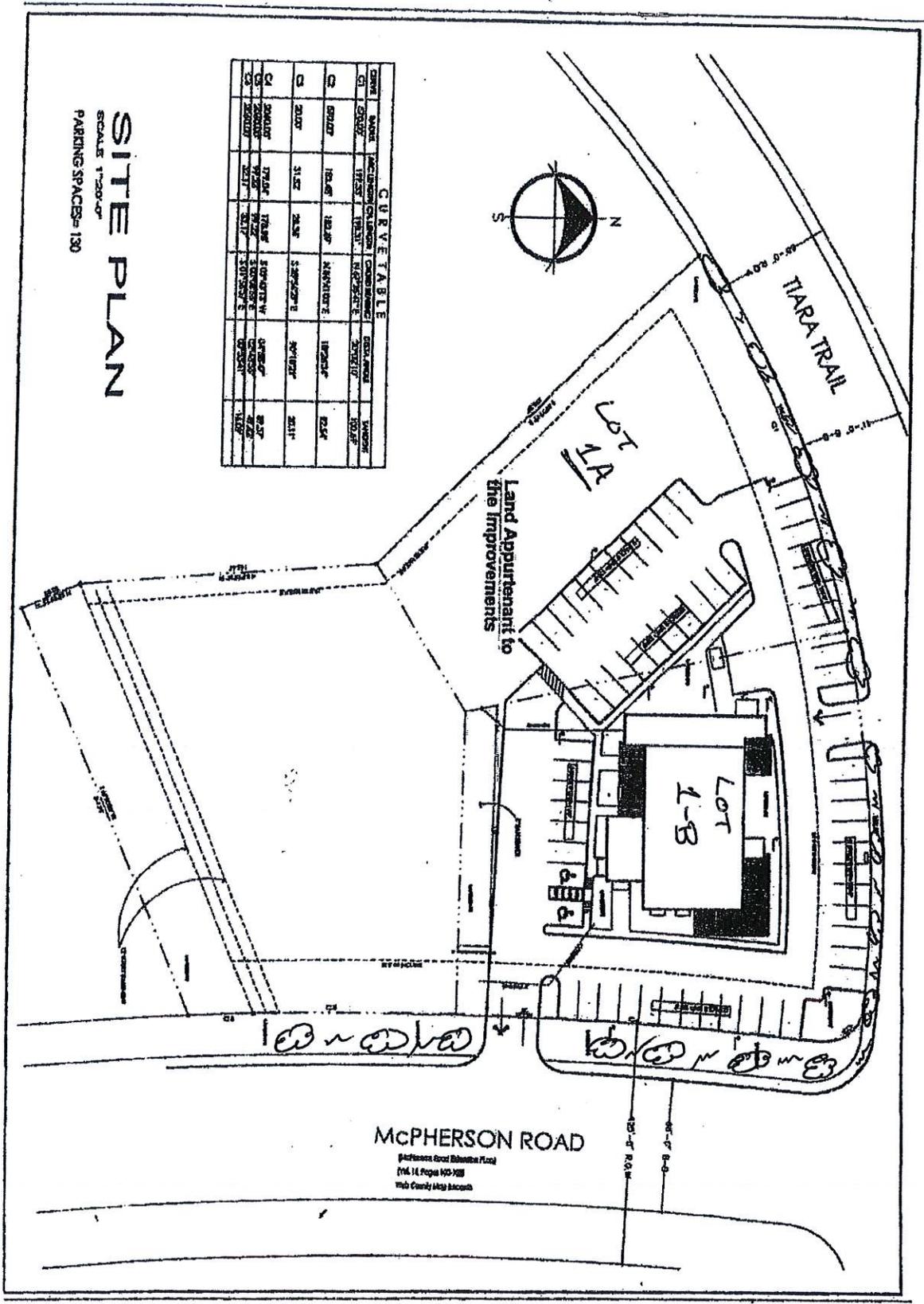
 12/20/13 .

X & M INTERNATIONAL INC.

1919 E. SAUNDERS ST

LAREDO, TX 78041-5452

Exhibit A



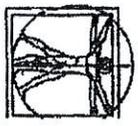
| CURVE TABLE | | | | |
|-------------|------------|---------|----------|----------|
| CURVE NO. | STATIONING | LENGTH | RADIUS | AREA |
| C1 | 17+25.00 | 183.31' | 1467.50' | 2093.17' |
| C2 | 183+48.00 | 183.31' | 1467.50' | 2093.17' |
| C3 | 201+00.00 | 31.52' | 2389.42' | 407.82' |
| C4 | 204+12.00 | 178.86' | 1467.50' | 2093.17' |
| C5 | 222+00.00 | 201.17' | 1210.28' | 1875.51' |

SITE PLAN
 SCALE: 1"=200'-0"
 PARKING SPACES= 130

Land Appurtenant to the Improvements

MCPHERSON ROAD
McPHERSON ROAD SUBDIVISION PLAT
 1961, 14, PAGES 100-108
 WITH COUNTY MAP RECORD

Grupo Ali
 Division Director
 Arq. Ignacio Quirós
 Arq. Alejandro Quirós
 413 NORTH USSENER
 LARDO TEXAS 78040
 TEL: (915) 871-1643
 FAX: (915) 871-1643
 EMAIL: ignacio@grupoali.com



COMMERCIAL COMPLEX
 RUIZ VALDEZ OWNER, LARDO TEXAS
 SHEET TITLE: **SITE PLAN**

DATE: 08/14/2008
 DRAWN BY: J. GARCIA
 CHECKED BY: J. GARCIA
 SCALE: AS SHOWN
 DATE: 08/14/2008

A-2
 2 OF 9

Exhibit B

ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

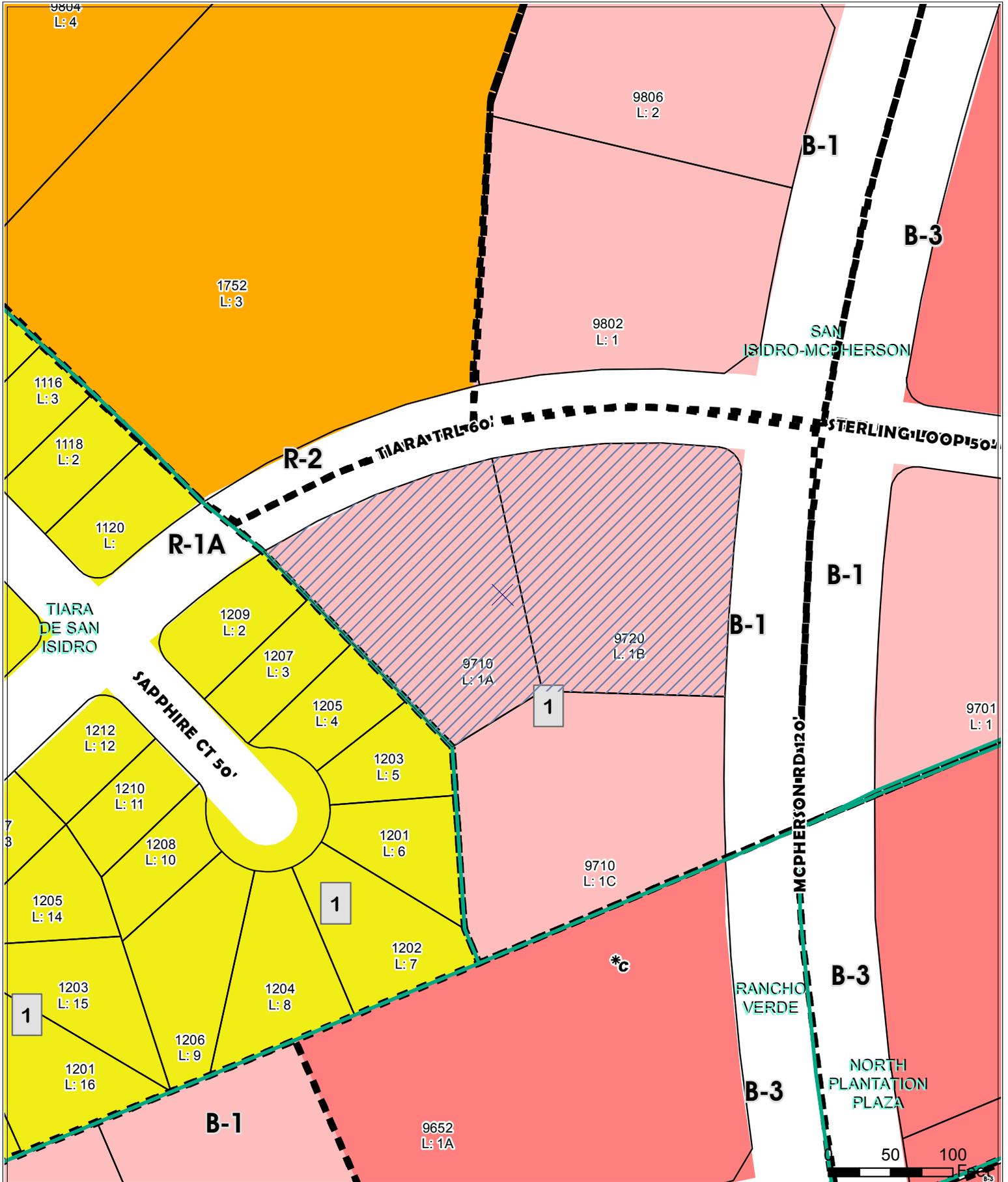


ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)



ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)





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

ZONING MAP



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

AERIAL MAP

1 inch = 100 feet
Date: 12/23/2013

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Juan Jorge Sierra and Patricio Gonzalez, applicants; Victoria Investment Properties, Inc., owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District VIII

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2000-O-162 approving a CUP for a bus stop at this location at the regular meeting of June 26, 2000.

BACKGROUND

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: commercial van terminal

Site: Aguila Express

Surrounding land uses: The land south of the site includes a vacant commercial structure, Central

Internacional de Autobuses, Autobuses Americanos, Chevron Gas Station, Seguros, Casa de Cambio,

and Falcon International Bank. To the north of the site are El Express, EZ Pawn, Casa de Cambio and

Mora Optical. East of the site are Law Offices, HKG Duty Free and Interstate 35.

Comprehensive Plan: The Comprehensive Plan identifies this area as Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo

Avenue as a Major Collector.

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

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits commercial van terminals in zones B-4, M-2 and MXD. This property is currently zoned CBD. 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.”

IMPACT ANALYSIS

Is this CUP contrary to the established land use pattern?

No. The established land use pattern includes several transportation terminals in the area.

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

No. The proposed use as commercial van terminal is in conformance with the Comprehensive Plan’s Future Land Use’s designation for the area as Mixed Use.

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

No, the properties located along this section of San Bernardo Avenue 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-4 is required for commercial van terminal or a CUP if in a CBD district.

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 Jorge Sierra and Patricio Gonzalez; and Victoria Investment Properties, Inc., 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. Landscaping will be provided in compliance with the Laredo Land Development Code.

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

Staff supports the proposed conditional use permit.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Exhibits and pictures

Zoning Map

Aerial Map

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A COMMERCIAL VAN TERMINAL ON LOT 10, BLOCK 120, WESTERN DIVISION, LOCATED AT 919 SAN BERNARDO AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 16, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 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 commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue.

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 Jorge Sierra and Patricio Gonzalez; and Victoria Investment Properties, Inc., 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. Landscaping will be provided in compliance with the Laredo Land Development Code.

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

AGUILA EXPRESS, LLC

111 N. Adams
Eagle Pass, Texas 78852

VIA HAND-DELIVERY

Mr. Nathan Bratton, Esq.
Director of Planning
City of Laredo
1110 Houston St.
Laredo, Texas 78040

**RE: Detailed Narrative Describing Proposed Use for Conditional Use
Permit Application at 919 San Bernardo Ave., Laredo, Texas**

Dear Mr. Bratton,

Pursuant to the requirements of the aforementioned conditional use permit please find herein the "Detailed Narrative Describing Proposed Use" for the property located at 919 San Bernardo Ave. located in Downtown Laredo, Texas (hereinafter "the property").

The conditional use permit that we are applying for proposes to use the property, as a commercial van for hire terminal. Please reference the Detailed Site Plan that identifies the exact location and layout of the premises.

Aguila Express is a Texas for profit Limited Liability Corporation that is in the business of door-to-door passenger service. The primary mode of transportation for Aguila Express is with the use of late model Ford E350 Econoline vans capable of carrying 14 passengers and their luggage with their primary destination being San Antonio, Texas and the Surrounding areas.

The commercial van terminal will have sufficient room to safely accommodate both pedestrian and vehicular traffic for purposes of picking up and dropping off of Aguila Express' patrons. The bus stop will also have adequate parking regarding the same, as well as, a climate controlled waiting area and ticket booth. The manner by which the property is situated will allow vehicles to enter into the flow of traffic directly without having to reverse onto the adjacent streets.

The commercial van terminal is currently ADA compliant and has designated and marked handicap parking. The property also has working bathrooms that are available to their patrons. The business will be open Monday through Sunday, 365 days a year, will have seven (7) vans, six (6) drivers and one office attendant.

Should you or the City of Laredo have any additional questions or need any additional information please do not hesitate to contact me directly at (830) 421-1878.

Exhibit A

Very Respectfully,

A handwritten signature in blue ink, appearing to read 'Juan Jorge Sierra', written over the closing 'Very Respectfully,'.

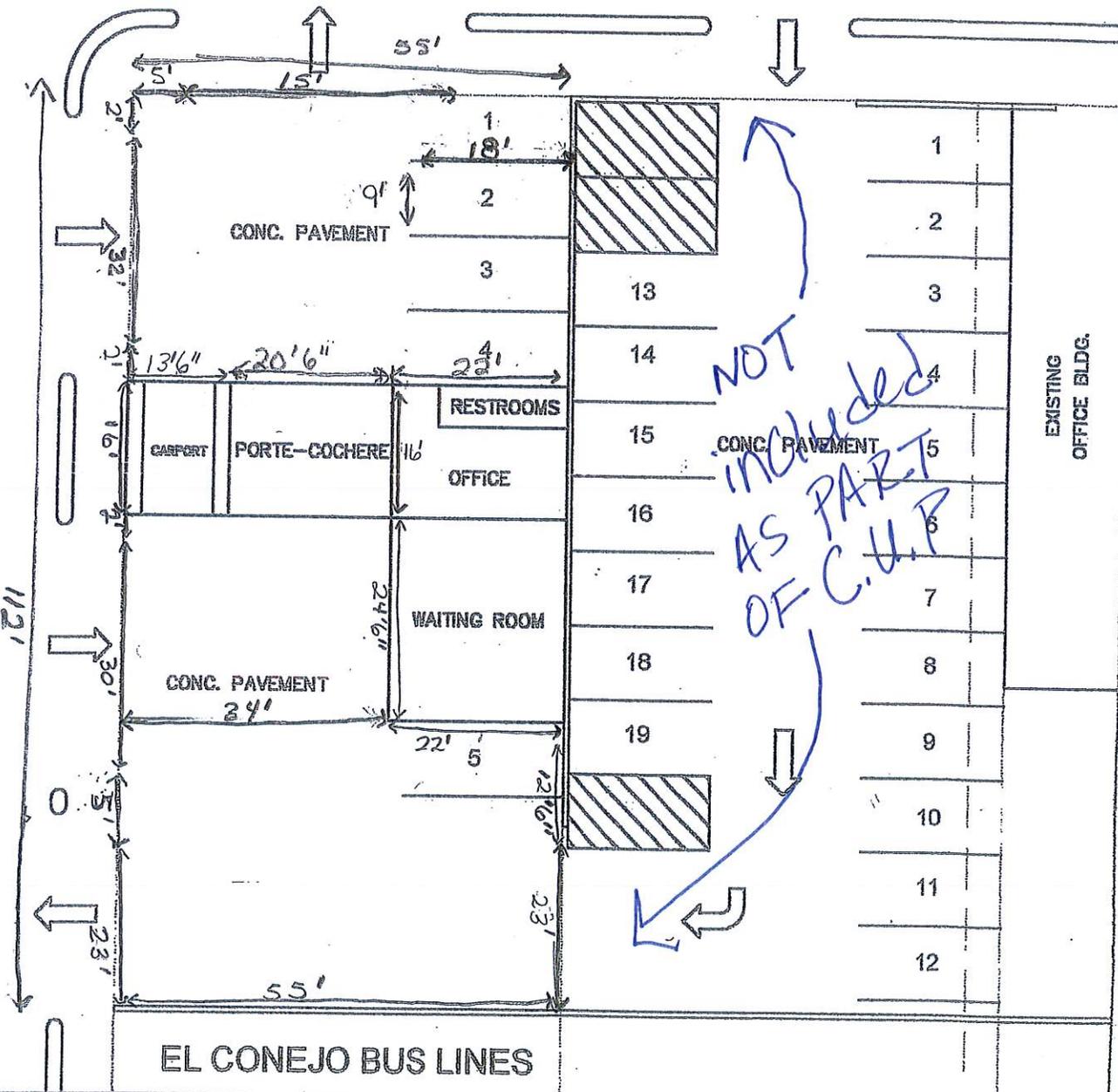
Juan Jorge Sierra
President of El Aguila, LLC

Exhibit A

SCALE: 1"=20'

Victoria Street

San Bernardo Ave.



PROPOSED
VICTORIA ST. / SAN BERNARDO AVE.
LAREDO, TEXAS

Exhibit B

ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)



ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

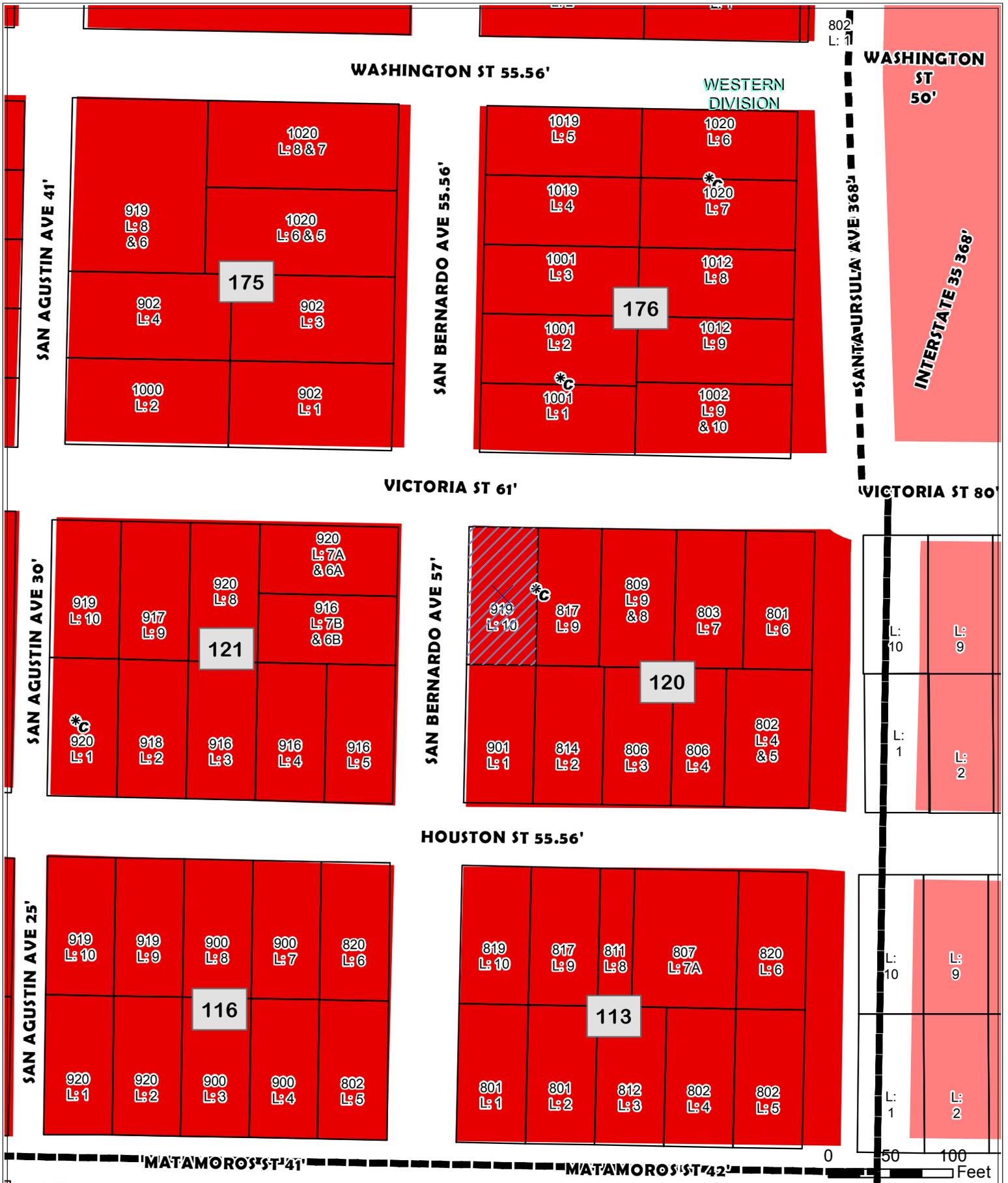


ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)



ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)





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

ZONING MAP



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

AERIAL MAP

1 inch = 100 feet
 Date: 12/23/2013

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Candido Diaz Azuara, Armando Becerra, Owner, Omar J. Buentello, Lessee

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, and 12, Block 977, Western Division, and located at 3819 San Bernardo, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Restaurant / Bar

Site: The site currently includes as follows, Gueli's Restaurant on Lots 1 and 2, Molina Auto Sales on Lot 3, and Santos Coy Auto Sales on Lot 12.

Surrounding land uses: North of the property are Charlie's Corona Restaurant, D & H Auto Repair, California Coffee Shop, two vacant commercial buildings, two single family residences, Vega's Interiores Mejicanos, Valero Stripes Gas Station and Convenience Store, Sanchez Tire Center, Signs and Banners, Cantu Muay-Thai Academy, Cantu Johnson Pool Store, and Loma Alta Motel. East of the property is US Interstate 35. South of the property are Sanchez Tire Services, Stone Art of Mexico, Molina Autos, Terrazas Rosales Autos, Di France, Bridal Couture, Cuevas Nacionalizacion, a vacant commercial building, Hernandez/Lopez and Sons Funeral Chapels and Funeral Parking, and two single-family residences. West of the property are La Festa de Molina, Ramco Auto Mechanics, Vidal Small Events, Rodriguez Auto Service, Battery Service, three vacant commercial buildings, one vacant lot, four single family residences, Dora Vargas and SGC Motors.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Avenue as a Major Collector and Interstate 35 as an Expressway. Interstate 35 is north of the property.

Letters sent to surrounding property owners: 22 In Favor: 5 Opposed: 1

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:

The P & Z Commission, in a 4 to 3 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff does not support the zone change.

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits a restaurant serving alcohol in zones AE, CBD, B-4, M-I, M-2 and MXD. It is also permitted in zones R-O, B-1, and B-3, with an SUP (Special Use Permit). The property is currently zoned B-3. The proposed zone change to a B-4 district is not appropriate at this location. A B-4 district is not compatible to the surrounding zones and uses. This area is following a pattern of neighborhood service uses.

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, but does not comply with adequate access from the Highway. Access to the proposed site is through Philadelphia Street and San Bernardo Avenue only.

Staff does not supports the proposed zone change for the following reasons:

1. The site does not comply with adequate access from Interstate Highway 35. The site has limited access through Philadelphia Street and San Bernardo Avenue.
2. The proposed zoning is not consistent with the Comprehensive Plan's future land use designation as light commercial.
3. There is limited area available to provide for parking of uses allowed in a B-4 district.

Staff does not support the proposed zone change, but a CUP for a bar in a B-3, or an SUP for a restaurant selling alcohol on a B-3 may be appropriate for this site depending on the site plan, parking and access as required.

Some potential uses permitted in the B-4 district include but are not limited to, bars, jail (criminal detention), half-way house (criminal), tool rental (outdoor storage), truck/heavy equipment driving school, major appliances sales (outdoor), mini-storage warehouse, building materials sales, etc., which have the potential of generating significant customer traffic and therefore have higher parking requirements.

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 land use is mostly light commercial along San Bernardo Avenue and Santa Ursula, west of Interstate 35.

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

Yes. There is no existing B-4 district in the area.

Will change adversely influence living conditions in the neighborhood?

Yes, the area is a light 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, to include a restaurant. However, a restaurant serving alcohol requires a Special Use Permit and a Bar requires a CUP for the current B-3 zoning district.

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-

Zoning Map Color

Comprehensive Plan Map

Aerial Map

Color Pictures

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, 3, AND 12, BLOCK 977, WESTERN DIVISION, LOCATED AT 3819 SAN BERNARDO AVENUE, 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 Lots 1, 2, 3, and 12, Block 977, Western Division, located at 3819 San Bernardo Avenue, 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 January 16, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 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, Lots 1, 2, 3, and 12, Block 977, Western Division, located at 3819 San Bernardo Avenue, 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:

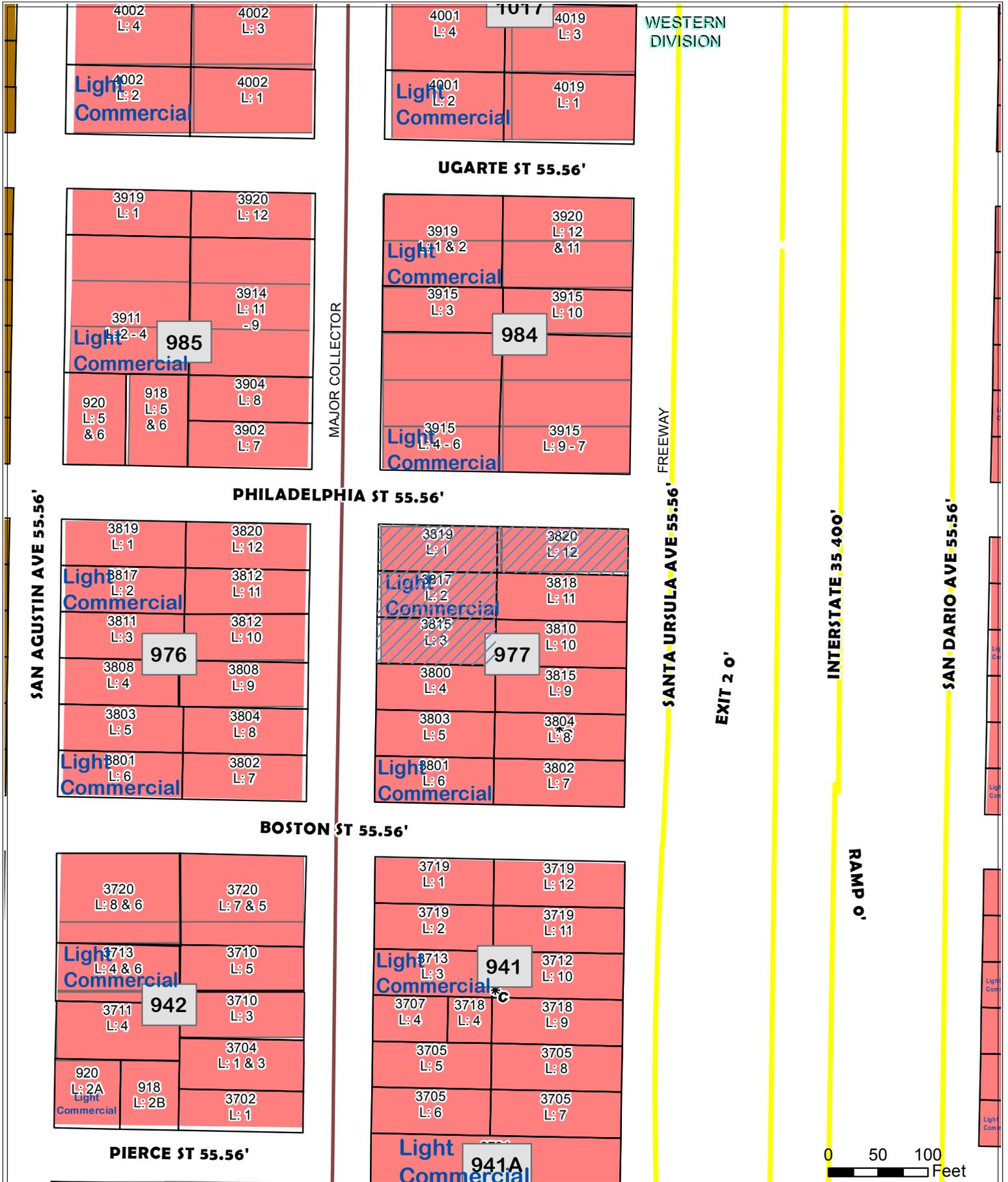
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



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



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

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Amending the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations. **(Approved by Operations & Finance Committees)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 21, 2013, Council approved motion for the Inter-Governmental Transfer (IGT). On July 17, 2013, Council approved Ordinance 2013-O-077.

BACKGROUND

The City of Laredo Health Department (CLHD) is a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program and was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management. This will improve healthier outcomes by having patients initiate and increase exercise, eating healthier, learning about their disease and getting peer psycho-social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. the CLHD is able to target persons most in need. For this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of new additional funds in the amount of \$3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet all performance metrics in the regional plan to improve preventive care and reduce unnecessary

hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care in women's health, STD/HIV, well child, prenatal care, early detection, cancer detection and family planning, and expand chronic care management to include disease self management to our primary care patients.

Resources provided through this amendment include the creation of three (3) FTE Positions (One (1) Network Systems Manager, R39, one (1) Building Maintenance Mechanic, R28, and one (1) Clerk II, R25) and for the migration of software to Microsoft 7 to prepare for the electronic medical record, improve the laboratory encounter and to build the foundation for secure and private confidential communication with the Department of State Health Services, providers and hospitals.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds:
Account #: 226-6106
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Attachments

Ordinance

ORDINANCE

AMENDING THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FY 2013-2014 FULL TIME EQUIVALENT POSITIONS (FTE) BY CREATING THREE (3) FTE POSITIONS FUNDED BY THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION UNDER THE TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT 1115 WAIVER. THESE FUNDS ARE FOR THE IMPLEMENTATION OF THE PREVENTIVE CARE CLINICS APPROVED THROUGH THE REGIONAL HEALTH PLAN FOR INDIGENT AND UNCOMPENSATED PREVENTIVE HEALTH CARE. THE CLHD IS IMPLEMENTING TWO (2) PROJECTS: 1) PRIMARY CARE EXPANSION (IN WOMEN'S HEALTH, STD/HIV, WELL CHILD, PRENATAL CARE, EARLY DETECTION, CANCER PREVENTION AND FAMILY PLANNING) AND 2) EXPAND CHRONIC CARE CLINIC SERVICES WITH DISEASE SELF MANAGEMENT TO IMPROVE HEALTH AND PREVENT HOSPITALIZATIONS.

WHEREAS, The City of Laredo Health Department (CLHD) as a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program; was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management. This will improve healthier outcomes by patients increasing exercise, eating healthier, learning about their disease and getting peer social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. The CLHD is able to target persons most in need; and

WHEREAS, for this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of additional funds in the amount of \$3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet all performance metrics in the regional plan to improve preventive care and reduce unnecessary hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care in women's health, STD/HIV, well child, prenatal care, early detection, cancer detection and family planning, and expand chronic care management to include disease self management to our primary care patients; and

WHEREAS, resources provided through this amendment include the creation of three (3) FTE Positions (One (1) Network Systems Manager, R39, one (1) Building Maintenance

Mechanic, R28, and one (1) Clerk II, R25) and for the migration of software to Microsoft 7 to prepare for the electronic medical record, improve the laboratory encounter and to build the foundation for secure and private confidential communication with the Department of State Health Services, providers and hospitals.

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

Section 1: The City Manager is hereby authorized to amend the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations.

Section 2: The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Section 5: The City Manager is hereby authorized to make transfers within the budget as allowable by the Texas Health and Human Services Commission to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2014.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

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

KRISTINA L. HALE

ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

In efforts to clear title issues for the transfer of World Trade Bridge properties, the City has negotiated with the Fasken family, Mines Road Development, LTD the release of reversionary rights in exchange for an access easement.

Said 233.21 sq. ft., (0.0053 ac) easement is needed by the Fasken's to access an existing irrigation pump house located adjacent to City property.

The easement agreement has facilitated the release of reversionary rights held by the Fasken's on a tract of land conveyed to the City of Laredo in 1998 that is pending transfer to GSA.

This transaction will allow the City to proceed with the transfer of properties to GSA.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Staff recommends passage of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Ord. Fasken easement

Fasken Easement agreement

ORDINANCE

Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

WHEREAS, Mines Road Development, LTD has requested that the City of Laredo grant them an easement to access and maintain an irrigation pump house located directly adjacent to City property at the World Trade Bridge, and

WHEREAS, the granting of this easement through negotiation helps facilitate the release of reversionary rights held by Mines Road Development, LTD. on City owned World Trade Bridge property, and

WHEREAS, the City would like to clear title concerns with the current property to allow for future transfer to GSA, and

WHEREAS, it is determined to be in the best interest of the City of Laredo to convey the above-referenced easement to the Mines Road Development, LTD. as described in attached Exhibit.

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

- A. To ratify the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

- B. 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

left as nearly as practical in the condition as it existed prior to such construction, except for reasonable clearing of vegetation and other requirements for construction.

This grant is made by Grantor and accepted by Grantee subject to all matters of record, other than any deed of trust or similar commercial lien, to the extent that the same are valid and subsisting and affect the Easement Area or any part thereof. Grantor represents and warrants, however, that the Grantor's Parcel is not, as of the recordation of this Easement, encumbered by any mortgage, deed of trust, or similar lien.

Grantee's use of the Easement Area shall be limited to the Easement Purposes stated above.

Grantee, its successors and assigns shall be responsible for repairing any damage to the improvements constructed by Grantee, its successors and assigns within the Easement Area unless such damage is caused by the negligence or willful misconduct of Grantor, its affiliates, successors or assigns or any of their respective tenants, agents, employees, contractors or invitees, in which event such costs shall be borne by Grantor, its affiliates, successors or assigns. Grantee shall remove any debris resulting from its use of the Easement Area.

Whenever Grantor's or Grantee's activities shall affect the Grantor's Parcel or the Easement Area, Grantor or Grantee, as applicable, shall promptly restore the grounds so affected to as nearly as practicable the same condition in which they existed prior to such activity.

The duration of this Easement is perpetual.

This grant of Easement does not constitute a conveyance of any fee interest in the land affected by the Easement Area or any part of the minerals under the Easement Area, but grants only the Easements as described herein.

This Easement runs with the land and burdens and benefits the parties hereto and their respective successors and assigns as owners of the Grantor's Parcel and the Grantee's Parcel, as applicable.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors, legal representatives and assigns, subject to the provisions set out above, and Grantor does hereby bind itself, its successors, legal representatives and assigns to warrant and forever defend said grant unto Grantee, its successors, legal representatives and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantee's right to use the Easement Area is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Area in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easement Area by Grantee for the Easement Purposes, and the right to convey to others the right to use all or part of the Easement Area in

conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

By acceptance of this easement, Grantee agrees to the conditions, exceptions and reservations hereinabove set out.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of the dates of the respective acknowledgments attached hereto, but effective as of the 6 day of December, 2013.

GRANTOR:

CITY OF LAREDO

By: [Signature]
Name: Carlos R. Villarreal
Title: City Manager

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 6 day of December, 2013 by Carlos R. Villarreal, of the City of Laredo.
City Manager



Ruth G Silva
Notary Public, State of Texas

Ruth G. Silva
(Name - Typed or Printed)

EXHIBIT "A"

GRANTOR'S PARCEL

[ON FOLLOWING PAGE]

EXHIBIT A TO EASEMENT AND ENCROACHMENT AGREEMENT

Field notes of a tract of land containing 64.617 Acres, out of Porciones 20 & 19, and being part of Parcels 3A, 3B and 3C, as per warranty deed recorded In Volume 644, pages 799-823, and Parcel 2, as per warranty deed recorded in volume 663, pages 501-505, of the Official Public Records, Webb County, Texas, and most recently out of Lot 1, Block 1, Laredo Northwest International Bridge, recorded in Volume 22, Page 86, Map Records of Webb County, Texas.

Said 64.617 Acre Tract is located in the City of Laredo, Webb County, Texas approximately 6.4 miles north of the Webb County Justice Center and is described by metes and bounds as follows:

COMMENCING at an iron rod found at the east corner of said Lot 1, Block 1, Laredo Northwest International Bridge, along the line between Porcion 19 and Porcion 20, and at the most northerly corner of Parcel 3B (11.2751 Acres), as per warranty deed recorded in Volume 644, Pages 799-823, of the Official Public Records, Webb County, Texas;

THENCE, $S15^{\circ}10'27''E$, a distance of 389.01 feet to an X in concrete set along the east line of said Lot 1, Block 1, Laredo Northwest International Bridge, for the POINT OF BEGINNING of this tract;

THENCE, $S08^{\circ}15'13''W$, along the southern boundary of said Lot 1, Block 1, Laredo Northwest International Bridge, at 63.96 feet pass an iron rod with cap found for the southwest corner of a Texas Department of Transportation Right-of-Way described in Volume 698, Page 826, Official Public Records of Webb County, Texas, and the northwest corner of Lot 1, Block 1, Villas San Agustin - Unit 8, as recorded in Volume 26, Page 90, Map Records of Webb County, Texas, in all a distance of 1,090.43 feet to an iron rod with cap found for the northeast corner of Lot 2, Block 1, Amending Plat Villas San Agustin Unit 3, as recorded in Volume 30, Pages 1—5, Map Records of Webb County, Texas;

THENCE, $S79^{\circ}08'36''W$, along said Lot 2, a distance of 1,217.99 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, $S77^{\circ}58'10''W$, along said Lot 2, a distance of 310.31 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, $S74^{\circ}16'50''W$, a distance of 357.27 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, $N72^{\circ}02'38''E$, at 165.28 feet pass a 5/8" iron rod with cap set, in all a distance of 185.28 feet for the southwest corner of this tract;

THENCE, $N36^{\circ}53'57''W$, leaving the southern line of said Lot 1, Block 1, Laredo Northwest International Bridge, at 10.00 feet pass a 5/8" iron rod with cap set, in all a distance of 738.39 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, $N30^{\circ}40'18''E$, a distance of 104.09 feet to an X in concrete set for an interior corner and point along a curve to the left with a radius of 420.00 feet, a delta of $12^{\circ}38'14''$, tangent of 46.51 feet, chord bearing of $N65^{\circ}38'57''W$, and chord distance of 92.45 feet;

THENCE, along said curve to the left, a distance of 92.64 feet to an X in concrete set for an exterior corner and point of curvature of a curve to the right with a radius of 15.00 feet, a delta of $65^{\circ}43'49''$, tangent of 9.69 feet, chord bearing of $N39^{\circ}06'09''W$, and chord distance of 16.28 feet;

THENCE, along said curve to the right, a distance of 17.21 feet to an X in concrete set for a point of tangency, and corner of this tract;

THENCE, N06°13'05"W, a distance of 138.25 feet to an X in concrete set for the northwest corner of this tract;

THENCE, N60°27'15"E, a distance of 239.50 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, N67°13'08"E, a distance of 726.22 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, S22°46'53"E, a distance of 79.67 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the left;

THENCE, N67°13'07"E, a distance of 1,347.78 feet to an X set on top of a concrete retaining wall for an exterior corner and point of deflection to the right;

THENCE, S22°46'53"E, a distance of 64.78 feet to an X in concrete set for an interior corner and point of deflection to the left;

THENCE, S85°30'25"E, a distance of 137.26 feet to an X in concrete set for an exterior corner and point of deflection to the right;

THENCE, S76°33'56"E, a distance of 265.60 feet to an X in concrete set for an exterior corner and point of deflection to the right;

THENCE, S61°32'35"E, a distance of 118.78 feet to the POINT OF BEGINNING of this tract, containing 64.617 acres.

EXHIBIT "B"

GRANTEE'S PARCEL

[ON FOLLOWING PAGE]

EXHIBIT B TO EASEMENT AND ENCROACHMENT AGREEMENT

362.7216 ACRES

LEGAL DESCRIPTION OF A 362.7216 ACRE PARCEL OF LAND OUT OF A 1530.61 ACRE PARCEL OF LAND BEING SITUATED IN PORCION 20, ABSTRACT 48, ORIGINAL GRANTEE BAUTISTA GARCIA AND PORCION 21, ABSTRACT 49, ORIGINAL GRANTEE LEONARDO GARCIA AND SURVEY 2415, F. AND I. FARIAS ORIGINAL GRANTEES, RECORDED ON THE DATE OF FEBRUARY 13, 1996, IN VOLUME 382, PAGES 899-904, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.

Beginning at a found concrete monument situated on the west line of F.M. 1472 Right-of-Way recorded in Volume 406, Page 73, Deed Records of Webb County, Texas, being the northeast corner of Bustamante Tract, recorded in Volume 380, Page 534, Deed Records of Webb County, Texas for the POINT OF BEGINNING of this 362.7216 acre parcel and the southeasterly corner hereof;

Thence, S67°45'34"W, along the common division line of herein described parcel and said Bustamante Tract, a distance of 308.42 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G" being the northwesterly corner of said Bustamante Tract and the northeasterly corner of Deerfield-Phase IV recorded in Volume 18, Page 28, Plat Records of Webb County, Texas, for a point of deflection hereof;

Thence, S67°33'33"W, along the common division line of herein described parcel and said Deerfield-Phase IV Plat, a distance of 1356.76 feet to a found 1/2 inch iron rod being the northwesterly corner of said Deerfield-Phase IV Plat and the northeasterly corner of Deerfield-Phase VI recorded in Volume 18, Page 37, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase VI Plat, a distance of 387.31 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S67°44'43"W, along the common division line of herein described parcel and said Deerfield-Phase VI Plat, a distance of 22.67 feet to a found concrete monument being the northwesterly corner of said Deerfield-Phase VI Plat and the northeasterly corner of Deerfield-Phase IV-Replat recorded in Volume 22, Page 43, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase IV-Replat, a distance of 260.00 feet to a found 1/2 iron rod being the

northwesterly corner of said Deerfield-Phase IV-Replat and the northeasterly corner of Deerfield-Phase I recorded in Volume 14, Page 59, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase I Plat, a distance of 442.75 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S67°50'25"W, along the common division line of herein described parcel and said Deerfield-Phase I Plat, a distance of 729.09 feet to a found concrete monument being the northwesterly corner of said Deerfield-Phase I Plat and the northeasterly corner of Deerfield-Phase II recorded in Volume 17, Page 48, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase II Plat, a distance of 732.53 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S68°04'54"W, along the common division line of herein described parcel and said Deerfield-Phase II Plat, a distance of 545.46 feet to a found 1/2 inch iron rod being the northwesterly corner of said Deerfield-Phase II Plat and the northeasterly corner of Deerfield Land Development, L.C. recorded in Volume 499, Page 271, Official Public Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield Land Development Tract, a distance of 205.86 feet, for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Deerfield Land Development Tract:

S28°16'49"W, a distance of 143.55 feet, for a point of deflection hereof;

S42°17'51"W, a distance of 212.86 feet, for a point of deflection hereof;

S00°16'41"W, a distance of 125.19 feet to a point being the most westerly corner of said Deerfield Land Development Tract and a northerly corner of Deerfield-UISD recorded in Volume 14, Page 74, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-UISD Plat, a distance of 23.65 feet, for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Deerfield-UISD Plat:

S20°06'06"W, a distance of 92.97 feet, for a point of deflection hereof;

S05°52'42"W, a distance of 239.42 feet, for a point of deflection hereof;

N48°02'28"W, a distance of 100.87 feet, for a point of deflection hereof;

N81°37'50"W, a distance of 170.65 feet for a point of deflection hereof;

N58°11'16"W, a distance of 107.39 feet, for a point of deflection hereof;

N62°56'28"W, a distance of 115.92 feet, for a point of deflection hereof;

S43°55'05"W, a distance of 55.10 feet, for a point of deflection hereof;

S28°39'56"W, a distance of 137.70 feet, for a point of deflection hereof;

S35°23'22"W, a distance of 241.24 feet to a found ½ inch iron rod for a point of deflection hereof;

S48°56'10"W, a distance of 200.85 feet to a point being the most westerly corner of said Deerfield-UISD Plat, continuing along the same bearing, a distance of 43.16 feet, for a point of deflection hereof;

Thence, along the following points of deflection;

S60°14'50"W, a distance of 136.42 feet, for a point of deflection hereof;

N75°54'25"W, a distance of 34.56 feet, for a point of deflection hereof;

N68°56'02"W, a distance of 68.76 feet, for a point of deflection hereof;

N27°51'29"E, a distance of 95.99 feet, for a point of deflection hereof;

N50°38'46"W, a distance of 101.06 feet, for a point of deflection hereof;

N42°16'48"W, a distance of 84.74 feet, for a point of deflection hereof;

N57°31'21"W, a distance of 49.56 feet, for a point of deflection hereof;

S61°47'43"W, a distance of 114.32 feet, for the most westerly southwest corner hereof;

Thence, along the following points of deflection with the meanders of the bank of the Rio Grande River:

N21°17'38"W, a distance of 705.50 feet, for a point of deflection hereof;

N25°01'02"W, a distance of 531.98 feet, for a point of deflection hereof;

N05°19'54"E, a distance of 258.82 feet, for a point of deflection hereof;

N11°28'21"W, a distance of 608.46 feet, for a point of deflection hereof;

N13°46'56"W, a distance of 500.58 feet, for a point of deflection hereof;

N05°42'40"W, a distance of 336.68 feet, for a point of deflection hereof;

N12°22'32"W, a distance of 169.46 feet, for a point of deflection hereof;

N21°44'44"W, a distance of 367.25 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G" situated on the south property line of the International Bridge IV Property recorded in Volume 644, Page 799, Official Public Records of Webb County, Texas, for the most northerly northwest corner hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said International Bridge IV Property:

N66°50'18"E, a distance of 40.09 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S23°23'23"E, a distance of 68.80 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S54°05'43"E, a distance of 535.47 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

S52°30'45"E, a distance of 299.66 feet to a found 1/2 inch iron rod, for an interior corner hereof;

N72°01'54"E, a distance of 402.04 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

N74°16'06"E, a distance of 357.27 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

N77°57'26"E, a distance of 310.31 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

N79°07'52"E, a distance of 1,217.99 feet to a found 1/2 inch iron rod, for an interior corner hereof;

N08°14'57"E, a distance of 1,026.28 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for an exterior corner hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and the Bob Bullock Loop Right-of-Way recorded in Volume 712, Page 1, Official Public Records of Webb County, Texas:

S75°38'00"E, a distance of 388.58 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

S14°22'00"W, a distance of 31.76 feet to a set 1/2 inch iron rod with yellow plastic cap marked

“R&G”, for a point of deflection hereof;

S75°38'00"E, a distance of 100.00 feet to a set 1/2 inch iron rod with yellow plastic cap marked “R&G”, for a point of deflection hereof;

N41°42'59"E, a distance of 35.75 feet to a set railroad spike, for a point of deflection hereof;

S75°38'00"E, a distance of 87.56 feet to a set 1/2 inch iron rod with yellow plastic cap marked “R&G”, for a point of curve of a non tangent curve hereof;

Thence, along a curve to the left, with a chord bearing N85°37'51"E, 1,902.22 feet, subtended by an arc with a radius of 2991.86 feet, a distance of 1935.81 feet for the common division line of herein described parcel and said Bob Bullock Loop Right-of-Way to a set 1/2 inch iron rod with yellow plastic cap marked “R&G”, for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Bob Bullock Loop Right-of-Way:

N67°15'16"E, a distance of 768.74 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S76°20'31"E, a distance of 91.10 feet to a found 1/2 inch iron rod, for the most easterly northeast corner hereof;

Thence, S22°24'48"E, along the common division line of herein described parcel and the west line of said F.M. 1472 Right-of-Way, a distance of 155.21 feet to a found 1/2 inch iron rod being the most easterly northeast corner of the City of Laredo Fire Station Property recorded in Volume 1489, Page 886, Official Public Records of Webb County, Texas, and Volume 950, Page 849, Real Property Records of Webb County, Texas, for an exterior corner hereof;

Thence, N67°24'47"W, along the common division line of herein described parcel and said City of Laredo Fire Station Tract, a distance of 21.21 feet to a found 1/2 inch iron rod for a point of deflection hereof;

Thence, S67°35'15"W, along the common division line of herein described parcel and the north line of said City of Laredo Fire Station Tract, a distance of 280.16 feet to a set 1/2 inch iron rod with yellow plastic cap marked “R&G”, for an interior corner hereof;

Thence S22°24'48"E, along the common division line of herein described parcel and the west line of said City of Laredo Fire Station Tract, a distance of 295.54 feet to a found 1/2 inch iron rod for an interior corner hereof;

Thence N67°35'15"E, along the common division line of herein described parcel and the south line of said City of Laredo Fire Station Tract, a distance of 295.16 feet to a found 1/2 inch iron rod, for an exterior corner hereof;

Thence S22°24'48"E, along the common division line of herein described parcel and the west line of said FM 1472 Right-of-Way, a distance of 1,477.44 feet for said POINT OF BEGINNING, containing within these metes and bounds 362.7216 acres of land, more or less.

BASIS OF BEARINGS: NAD 83/NAVD88, State Plane 4205 Coordinates, Grid

EXHIBIT "C"

WATER PUMPING FACILITY AND ENCROACHMENT

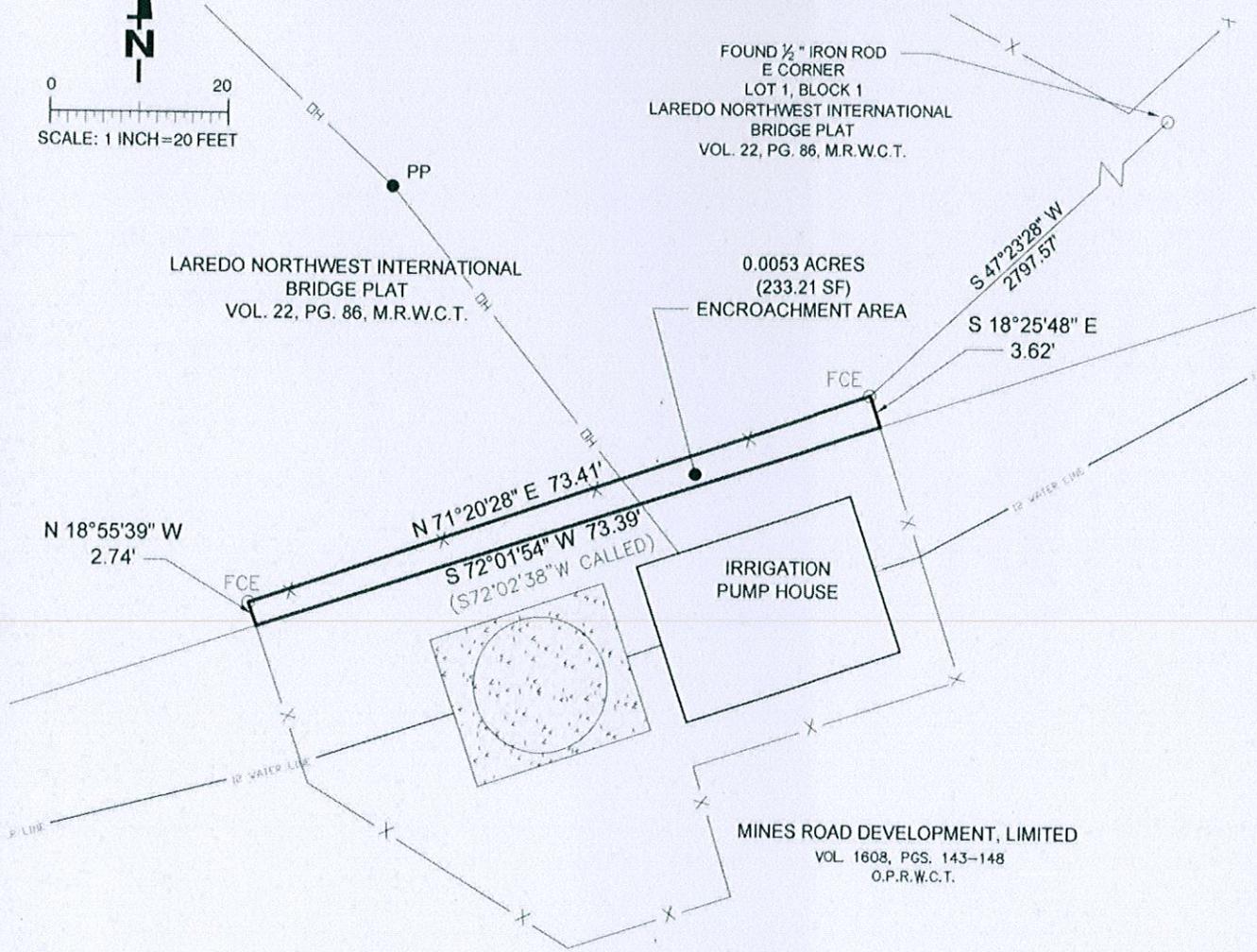
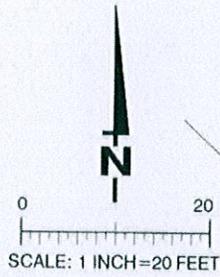
[ON FOLLOWING PAGE]

SURVEY

OF

A 0.0053 ACRES (233.21 SF)

BEING OUT OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT
RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS.



BASIS OF BEARINGS
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W AS SHOWN ON THIS SURVEY

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

| | |
|------------------------------------|---|
| | <p>ENCROACHMENT AREA</p> <p>CHAIN LINK FENCE</p> <p>OVERHEAD POWER LINE</p> <p>12" WATER LINE</p> <p>FENCE POST</p> <p>POWER POLE</p> <p>CONCRETE</p> |
| <h2 style="margin: 0;">LEGEND</h2> | |

7-4-13

| |
|-----------------------------|
| NEW LOCATION PUMP HOUSE.dwg |
| GILP.HALF.BLK.cb |
| DRAWN BY: Y.O. |
| CHECKED BY: E.L.O. |
| SHEET NO. |
| 1 of 1 |

IRRIGATION PUMP HOUSE
ENCROACHMENT AREA EXHIBIT

LAREDO, TEXAS

0.0053 ACRES (233.21 SF)

| |
|------------------|
| DATE: 07-03-2013 |
| REVISION: |

GILPIN ENGINEERING COMPANY

101 W. Hillside Road, Ste. 8
Laredo, Texas 78041

Texas Registered Firm F-9256

Ph. (956) 753-2210
Ph. (956) 753-2212
Fax (956) 753-2213

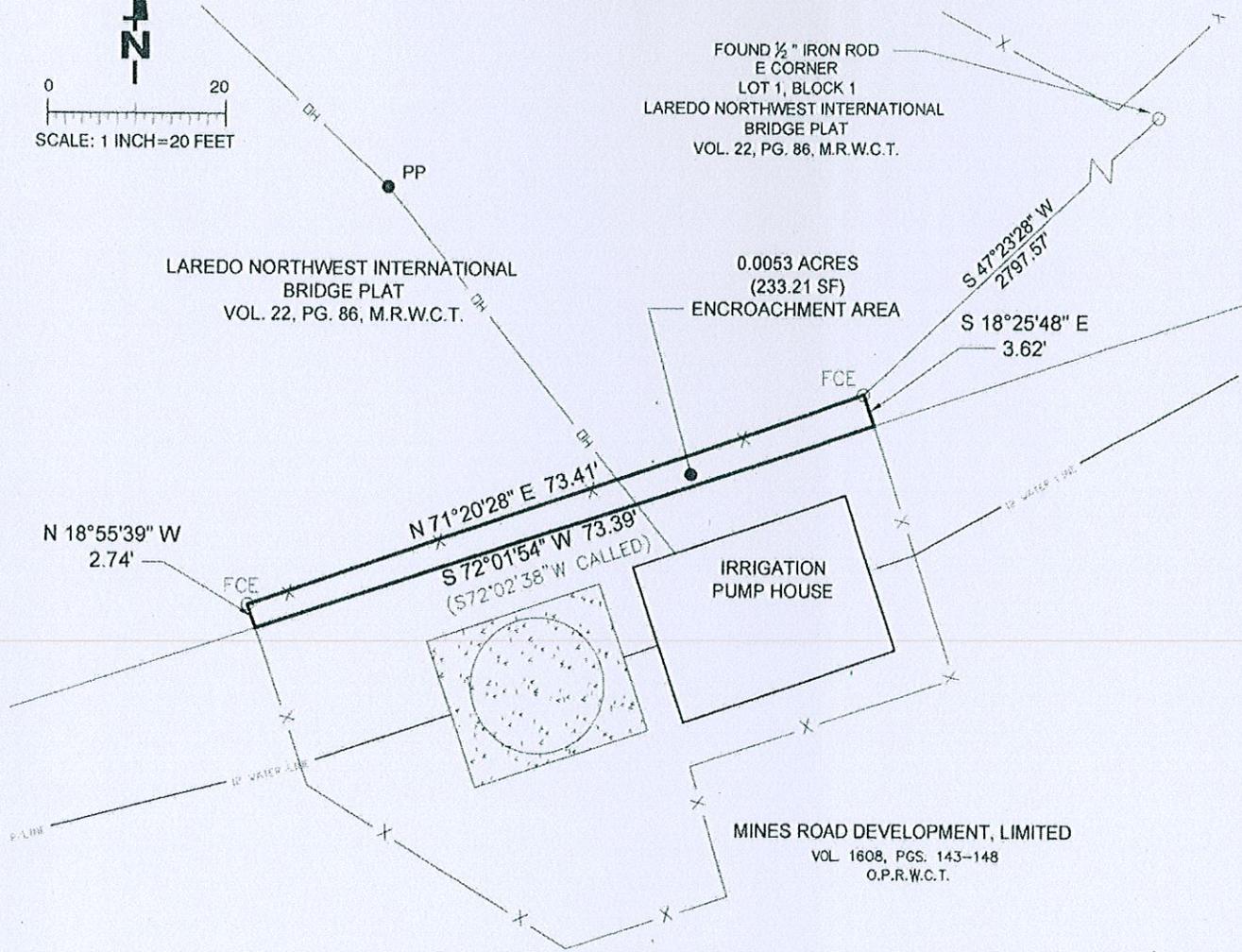
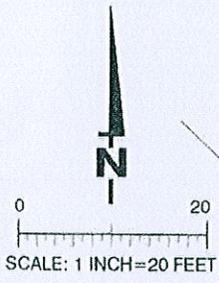
EXHIBIT "D"

EASEMENT AREA

[ON FOLLOWING PAGE]

SURVEY

OF
A 0.0053 ACRES (233.21 SF)
 BEING OUT OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT
 RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS.



FOUND 1/2" IRON ROD
 E CORNER
 LOT 1, BLOCK 1
 LAREDO NORTHWEST INTERNATIONAL
 BRIDGE PLAT
 VOL. 22, PG. 86, M.R.W.C.T.

LAREDO NORTHWEST INTERNATIONAL
 BRIDGE PLAT
 VOL. 22, PG. 86, M.R.W.C.T.

0.0053 ACRES
 (233.21 SF)
 ENCROACHMENT AREA

MINES ROAD DEVELOPMENT, LIMITED
 VOL. 1608, PGS. 143-148
 O.P.R.W.C.T.

BASIS OF BEARINGS:
 GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL
 BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY,
 TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W
 AS SHOWN ON THIS SURVEY

STATE OF TEXAS
 COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR,
 NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND
 CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN
 ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE
 RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION
 REPORT.

Robert J. Gilpin
 7-4-13

| | |
|---------------|---------------------|
| | ENCROACHMENT AREA |
| | CHAIN LINK FENCE |
| | OVERHEAD POWER LINE |
| | 12" WATER LINE |
| | FENCE POST |
| | POWER POLE |
| | CONCRETE |
| LEGEND | |

| |
|-----------------------------|
| NEW LOCATION PUMP HOUSE.dwg |
| GILP.HALF.BLK.c6 |
| DRAWN BY: Y.O. |
| CHECKED BY: E.L.O. |
| SHEET NO. |
| 1 of 1 |

**IRRIGATION PUMP HOUSE
 ENCROACHMENT AREA EXHIBIT**

LAREDO, TEXAS

0.0053 ACRES (233.21 SF)

| |
|------------------|
| DATE: 07-03-2013 |
| REVISION: |



GILPIN ENGINEERING COMPANY
 101 W. Hillside Road, Ste. 8
 Laredo, Texas 78041
 Texas Registered Firm P-9266

Ph. (956) 763-2210
 Ph. (956) 763-2212
 Fax (956) 763-2213

STATE OF TEXAS *
COUNTY OF WEBB *
ENCROACHMENT AREA
0.0053 ACRES (233.21 SF)

METES AND BOUNDS OF A 0.0053 ACRE TRACT OF LAND, MORE OR LESS, FOR AN ENCROACHMENT AREA, INTO THE LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT, RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod being the easterly corner of Lot 1, Block 1 of said Laredo Northwest International Bridge Plat.

Thence, S47°23'28"W, a distance of 2797.57 feet to a fence post, for the **POINT OF BEGINNING** of this 0.0053 acre tract of land and the **northeasterly corner** hereof;

Thence, S18°25'48"E, with the easterly line of herein described tract, a distance of 3.62 feet to a point situated on the common division line between said Laredo Northwest International Bridge Plat and the remainder of Mines Road Development Property, recorded in Volume 1608, Pages 143-148, Official Public Records of Webb County, Texas, for the **southeasterly corner** hereof;

Thence, S72°01'54"W, with the common division line between said Laredo Northwest International Bridge Plat and the remainder of said Mines Road Development Property, a distance of 73.39 feet for the **southwesterly corner** hereof;

Thence, N18°55'39"W, with the westerly line of herein described tract, a distance of 2.74 feet to a fence post, for the **northwesterly corner** hereof;

Thence, N71°20'28"E, with the northerly line of herein described tract, a distance of 73.41 feet for said **POINT OF BEGINNING**, containing within these metes and bounds 0.0053 acres (233.21 SF) more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

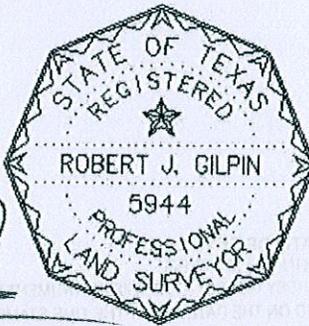
REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W AS SHOWN ON THIS SURVEY

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


7-4-13



The seal is an octagonal stamp with a decorative border. Inside the border, the text reads: "STATE OF TEXAS" at the top, "REGISTERED" on the left, "PROFESSIONAL LAND SURVEYOR" on the right, and "ROBERT J. GILPIN" and "5944" in the center, separated by a horizontal line. A five-pointed star is positioned above the name.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

(Approved by Operations Committee)

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City is requesting an access easement for joint use of driveway improvements belonging to BBVA Compass Bank located at 2615 South Zapata Highway and directly adjacent to the new South Laredo Library.

This easement will allow for the City to connect Library parking improvements to the existing driveway for convenient access.

BBVA Compass Bank has agreed to share use of the driveway through an easement agreement with shared maintenance costs. Any additional construction costs shall be borne by the City.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Staff recommends passage of ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Compass Bank Ord

Easement agreement

ORDINANCE

Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

WHEREAS, the City of Laredo is constructing a new Library in South Laredo, and

WHEREAS, access and a driveway connection is needed for the facility parking improvements, and

WHEREAS, BBVA Compass Bank located adjacent to the new Library has agreed to provide the City an access easement and shared driveway, and

WHEREAS, the City finds it is in its best interest to accept this easement.

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

1. The City Manager is authorized to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit.
2. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.
3. 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

AFTER RECORDING RETURN TO:

BBVA Compass
15 South 20th Street, Suite 1802
Birmingham, Alabama 35233
Attn: E. Hayes Arendall

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014, by and between THE CITY OF LAREDO, TEXAS, a Texas municipal corporation (the "City"), and COMPASS BANK, an Alabama banking corporation, d/b/a BBVA Compass ("Compass").

RECITALS

- A. The City owns certain real property, referenced as Tract A in Exhibit 1 and by this reference incorporated herein (the "City Parcel"); and
- B. Compass owns certain real property, referenced as Tract B in Exhibit 1 ("Compass Parcel"); and
- C. The City Parcel and the Compass Parcel are adjacent to one another and will share an access driveway to State Highway 83. The City desires to obtain a non-exclusive easement over, across, under and through a portion of the Compass Parcel for the purpose of pedestrian and vehicular ingress and egress, and the related construction, installation, maintenance, repair, replacement, and use of a driveway (the "Driveway"), and Compass is willing to grant and convey such an easement pursuant to the terms and conditions set forth herein. The access easement area is shown as Tract C on Exhibit 1 and by this reference incorporated herein ("Access Easement Area"); and
- D. The parties desire to enter into this Agreement to grant mutual and reciprocal easements each to the other and to provide for the maintenance of the Access Easement Area.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

a. The City hereby grants and conveys to Compass, its successors and assigns, an easement for vehicular and pedestrian ingress and egress over, across and through that portion of Access Easement Area which is located on the City Parcel.

b. Compass hereby grants and conveys to the City, its successors and assigns, an easement for vehicular and pedestrian ingress and egress over, across and through that portion of the Access Easement Area which is located on the Compass Parcel. Additionally, Compass hereby grants the City a temporary construction easement over the Access Easement Area and the construction easement area (as depicted on Exhibit C) (the "Construction Easement Area") for purpose of completing such Improvements (as defined below).

2. Purpose. The City agrees to construct, at its sole cost and expense, the remaining portion of the Driveway, sidewalks and any curbs and landscaping reasonably necessary, which lie within the Access Easement Area (collectively, the "Improvements"). The City agrees to construct the Improvements in a good and workmanlike manner and in accordance with all applicable laws, ordinances and statutes. During the construction of the Improvements, the City agrees to use all commercially reasonable efforts to minimize disruption to Compass' retail banking operations on the Compass Parcel. The City shall promptly pay all, contractors vendors and suppliers for work and materials to complete the Improvements within the Construction Easement Area, and shall not permit any lien upon the Compass Parcel of any kind which is not removed, discharged or bonded over within fifteen (15) days after the filing thereof. Following the completion of construction of the Improvements within the Construction Easement Area, the City shall have the right to use the Driveway and the Access Easement Area only for the purpose of providing the City, its employees, guests and invitees with vehicular and pedestrian ingress and egress to and from the City Parcel across the Access Easement Area to State Highway 83 as provided in Section 1 above and for any maintenance as otherwise may be required in this Agreement. The City covenants and agrees to save, defend and hold harmless Compass from any and all claims, liens, demands, and judgments for loss, damage, or injury to property or person or persons arising out of or in connection with the construction of the Improvements.

3. Term. The easement granted over the Access Easement Area shall be perpetual, and shall run with the land, burdening and benefiting both the City Parcel and the Compass Parcel.

4. Maintenance. Each party hereto shall be responsible for keeping the portion of the Access Easement Area which lies within its property in good condition and repair and free from obstruction, debris and snow and otherwise in such a condition so that the Access Easement Area may be used for access to and from both the City Parcel and Compass Parcel. In the event maintenance and repair is deemed necessary by either the City or Compass ("Adjacent Owner") on the portion of the Access Easement Area which does not lie on Adjacent Owner's own property, the Adjacent Owner shall provide the owner of such portion of the Access Easement Area written notice of such required maintenance or repair. The

party completing such construction shall endeavor to keep the Access Easement Area open during normal operating hours of the Adjacent Owner and the parties shall coordinate any Driveway closures that may be required to complete any such maintenance or repair.

5. Prohibited Uses. No permanent structure shall be constructed or maintained in the Access Easement Area other than paving, curbs and landscaping as required in compliance with the approved site plans for both the City Parcel and Compass Parcel. The Access Easement Area shall be kept open and free as an accessway to both the City Parcel and Compass Parcel at all times, which shall include the prohibition from either party placing any obstacles, either temporary or permanent, in the Access Easement Area without the prior written consent of the other party.

6. Indemnification Each party shall indemnify and hold the other harmless from any loss, claim or liability arising in any manner out of damage or injury occurring on the portion of the Access Easement Area lying within such party's property. This indemnity agreement shall include any damage to the improvements or for personal injury occurring within the Access Easement Area

7. Right to Cure. If Compass or the City fails to comply with the terms and conditions of this Agreement within twenty (20) days after receipt of written demand for payment or action, the non-defaulting party may make such payments or take such reasonable action as is necessary under the circumstances to cure the problem at the defaulting party's sole cost and expense, including, but not limited to maintaining the Access Easement Area and billing the other party for the cost of such maintenance.

8. Notice. All notices given pursuant to this Agreement shall be in writing and shall be (i) sent by registered or certified mail, return receipt requested, (ii) personally delivered or (iii) sent by a nationally recognized courier service, in each case addressed as follows:

Compass: BBVA Compass
Attn: Robert Fetters
Senior Vice President
701 32nd Street South
Birmingham, Alabama 35233

copy to: BBVA Compass
Attn: Hayes Arendall- Legal Department
15 South 20th Street
Birmingham, Alabama 35233

the City: _____

Attn: _____

9. Prevailing Party. If a suit or action is filed to enforce any right arising out of this Agreement, the prevailing party in such suit or action shall be entitled to collect its reasonable attorneys' fees as determined by the court or arbitrator at trial, hearing, or arbitration, or upon any appeal from the losing party in such suit or action

10. Run with the Land. The easements granted in this Agreement shall be appurtenant to the real property described herein and shall run with the land as described herein.

[remainder of page intentionally blank]

COMPASS:

COMPASS BANK, an Alabama banking corporation

By: [Signature]
Name: Bob Fetters
Title: Senior Vice President – Real Estate

STATE OF ALABAMA)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 3 day of Feb, 2014, by Bob Fetters, as the Senior Vice President of COMPASS BANK, an Alabama banking corporation.

WITNESS my hand and official seal.

My commission expires: My Commission Expires August 12, 2017

[Signature] [Signature]
Notary Public for Jefferson County, AL.

[end of signatures]



City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Initiated By: Gloria Landin, Administrative Assistant

Staff Source: Jesus Olivares, Asst. City Manager, Roberto Murillo, P.E., Traffic Manager

SUBJECT

2014-R-11 Declaring a public necessity to utilize the area under IH-35, between Park Street and Sanchez Street, as a parking area on February 20, 2014, for the Annual Youth Parade and on February 22, 2014, for the Washington's Birthday Grand Parade and authorizing the City Manager to enter into an agreement with Texas Department of Transportation for the use of said property. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

City Council approved Resolution 2013-R-06 on January 22, 2013 declaring a necessity to utilize this same area under IH 35 for the annual WBCA parades.

BACKGROUND

The Annual Youth Parade and the Washington's Birthday Celebration Parade creates significant amount of parking congestion within the vicinity of the parade route including the areas along IH-35 frontage roads. The parking of vehicles on sidewalks and prohibited parking areas adjacent to IH-35 was observed in past parades that required improperly parked vehicles to be towed away since a safety hazard was created by forcing pedestrians to utilize street.

The Texas Department of Transportation has agreed to allow use of the open area under IH-35, between Park Street, and Sanchez Street, for vehicular parking during the parades to discourage parking in prohibited areas and minimize safety hazards.

A safety hazard exists as a result of parked vehicles on sidewalks and in prohibited areas and it is in the best interest of the City to use the area under IH-35 between Park Street, and Sanchez Street, for providing additional parking of those attending these events. The City will be responsible for operating the parking areas during these events.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this resolution be approved.

Attachments

2014 WBCA Resolution

2014 TxDot Temp Closure Agreement

A RESOLUTION NO. 2014-R-11

DECLARING A PUBLIC NECESSITY TO UTILIZE THE AREA UNDER IH-35, BETWEEN PARK STREET, AND SANCHEZ STREET, AS A PARKING AREA ON FEBRUARY 20, 2014, FOR THE ANNUAL YOUTH PARADE AND ON FEBRUARY 22, 2014, FOR THE WASHINGTON'S BIRTHDAY PARADE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE USE OF SAID PROPERTY.

WHEREAS, the annual Youth Parade and the Washington's Birthday Celebration Parade creates significant amount of parking congestion within the vicinity of the parade route including the areas along IH-35 frontage roads;

WHEREAS, parking of vehicles on sidewalks and prohibited parking areas adjacent to IH-35 has occurred in past WBCA parades and it has required improperly parked vehicles to be towed-away due to the safety hazard created by pedestrians to utilize streets for parking;

WHEREAS, Texas Department of Transportation has agreed to allow the use of the open area under IH-35, between Park Street, and Sanchez Street, for vehicular parking during the WBCA parades so as to discourage parking in prohibited parking areas and minimize safety hazards;

WHEREAS, City Council has declared that a safety hazard exists as a result of parked vehicles on sidewalks and in prohibited areas and it is in the best interest of the city to use the area under IH-35 between Park Street, and Sanchez Street for providing additional parking to those attending the WBCA parades;

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

1. It authorizes the City Manager to enter into an Agreement with Texas Department of Transportation to utilize the open area under IH-35, between Park Street, and Sanchez Street, for a parking area on February 20, 2014, for the Annual Youth Parade, and on February 22, 2014, for the Washington's Birthday Parade.
2. The City will be responsible for staffing parking area to provide orderly parking during the said parades.

APPROVED BY THE MAYOR ON THIS THE _____ DAY _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

KRISTINA L. HALE
ASST. CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo

Staff Source: Steve E. Landin

SUBJECT

2014-R-16 Authorizing the City Manager to execute a Memorandum of Understanding (MOU), attached hereto as Exhibit A, between U.S. Customs and Border Protection and the Laredo Fire Department for the purpose of providing an EMT program for clinical education and field work experience. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This Memorandum of Understanding (MOU) constitutes an agreement between U.S. Customs and Border Protection and the City of Laredo Fire Department. The Laredo Fire Department provides an EMS program, whereby students may obtain certification in Emergency Medical Services. The program's Preceptors deliver clinical education and field work experience.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Attachments

MOU

Memorandum of Understanding

Interagency Agreement Between:
City of Laredo Fire Department
and
U.S. Customs and Border Protection,
Office of Border Patrol, Laredo Sector

- I. **PARTIES.** The parties to Memorandum of Understanding (this "Agreement") are the Department of Homeland Security, U.S. Customs and Border Protection, Office of Border Patrol, Laredo Sector (the "Border Patrol") and the City of Laredo Fire Department (the "Agency").
- II. **PURPOSE.** The purpose of this Agreement is to set forth the terms by which the Border Patrol seeks to provide a program of clinical education or field work experience at the Agency for its Emergency Medical Technicians and Emergency Medical Technician students and by which the Agency is willing to provide such experiences.

Both the Border Patrol and the Agency hereby agree to cooperate and work in good faith with each other to provide program(s), whereby students may obtain certification as an Emergency Medical Technician, or enhance their skills as an Emergency Medical Technician, as a result of the clinical work or field experience gained at the Agency (the "Program").

III. **RESPONSIBILITIES.**

A. **JOINT RESPONSIBILITIES.**

1. The clinical training provided in the Program shall include those services which are mutually agreed upon between the parties.
2. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. **BORDER PATROL.** The Border Patrol agrees to fulfill the following obligations during the term of this Agreement:

1. Comply with the educational standards of the appropriate accreditation bodies.
2. Communicate with the Agency, through the Agency's Program Supervisor, on all items pertinent to the Program.

3. Notify the Agency through the Agency's Program Supervisor, of the planned schedule of student assignments, including the names of the students, each student's level of academic preparation, and length and dates of each student's assignment in the Program.
4. Refer to the Agency only students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Agency.
5. Ensure that each student has provided proof of vaccination for, or serologic immunity to Measles, Mumps, Rubella, annual negative TB skin test or chest x-ray; and; Tetanus/Diphtheria inoculation within previous ten years.
6. Ensure that each student provide evidence of being immunized for Hepatitis B/Chickenpox or provide a written formal refusal of the vaccine.
7. Ensure that the students and the Border Patrol faculty support and follow the Agency's policies, rules and regulations.
8. Require that the students and Border Patrol faculty dress in a professional manner and wear a visible name tag identifying their level of training and name.
9. Implement a mechanism to notify the Agency if a student is unable for any reason to report for training.
10. Provide faculty that are approved by the certifying or accrediting agencies to supervise the clinical aspects of the Program. Such faculty member(s) retain(s) the ultimate responsibility of monitoring and supervising the students.
11. Make provision for the Border Patrol faculty to engage in continuing communication and periodic evaluation and planning meetings with the Agency personnel involved with student learning, including preceptors, if assigned. Any problems arising from student training and the involvement of preceptors will be handled as they arise by the supervising Border Patrol faculty member and the Agency staff member(s) involved. In the event of continued difficulty, the problem will be referred to the appropriate Agency Administrator and the Border Patrol Administrator or equivalent.
12. Instruct the students and Border Patrol faculty to maintain the confidentiality of all information about the Agency's patients/customers, including information about the identity, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and the Agency's bylaws, rules and regulations. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of the Agency are informed of or possess records of any student, the Agency shall comply with the confidentiality requirements of all federal and State laws and regulations in the handling of such records.

- C. AGENCY. The Agency agrees to fulfill the following obligations during the term of this Agreement:
1. Maintain standards for appropriate health care services that are conducive to sound educational experiences for the students.
 2. Assign a designee, with the required credentials, who will be responsible for facilitating the fieldwork/clinical experience of the students.
 3. Make available to the students and Border Patrol faculty library facilities, appropriate records and equipment, classroom and conference space. The Agency will provide a reasonable amount of storage space for apparel and personal effects of the students and Border Patrol faculty. The Agency shall not be responsible for the safekeeping and/or loss of personal belongings.
 4. Provide orientation for the students and Border Patrol faculty to the physical facilities, policies and procedures of the Agency.
 5. Provide emergency medical care for students and Border Patrol faculty in the event of an illness or accident during his/her participation in the Program, the costs of which shall be borne by the individual student or Border Patrol faculty member or such individual's worker's compensation carrier, as applicable.
 6. Advise the Border Patrol of any deficits noted in the ability of an assigned student to progress toward achievement of stated Program objectives, and assist the Border Patrol and the student in attempting to correct these deficits. It will be the mutual responsibility of the student, the Border Patrol faculty, the fieldwork/clinical educator, and the academic fieldwork/clinical coordinator to develop a plan by which the student may be assisted to achieve the stated Program objectives.
 7. Permit, upon written request from the Border Patrol, the inspection of the facilities, fieldwork, and services by the accrediting agencies.
 8. The Agency shall notify the Border Patrol of the number of students the Agency can accommodate during a given period of time.
 9. The Agency has the right to recommend termination of any student's participation in the Program when such student's health or performance is a detriment to a patient's well-being, or to the achievement of the stated objectives of the Program. The Agency shall provide written documentation specifying the facts and circumstances necessitating such request for recommending termination of the student. The Border Patrol shall have the opportunity to review and to evaluate said student's health or conduct necessitating the termination.

10. The Agency shall encourage and support, when required by the Border Patrol's accrediting agency, continuing education and professional development of the Agency staff member(s) who is/are responsible for the supervision of Program.

IV. **POINTS OF CONTACT.** All notices or other communications provided for in this Agreement shall be directed to the parties at the addresses below. Either party may change this address by providing written notice to the other party at the address listed below.

Border Patrol:

Supervisory Border Patrol Agent

Douglas Lindberg

Agency:

V. **LIABILITY INSURANCE.** The Agency acknowledges that the Border Patrol is a government agency within the Department of Homeland Security and that, as such, the Border Patrol is self-insured under the Federal Tort Claims Act with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business. This includes medical training, which has been assigned to specific agents as part of their job description and/or collateral duty. In addition, Border Patrol employees are covered by the U.S. Department of Labor's Office of Worker's Compensation Programs with respect to injuries suffered in the course of federal employment or training. Any student that is not employed by the Border Patrol must obtain and meet any professional liability insurance requirements of the Agency prior to participating in the Program. Such student will be responsible for providing the required documentation directly to the Agency.

VI. **PARTIES' RELATIONSHIP.** It is understood and agreed that the parties are independent contractors and this Agreement shall not create any relationship of agency, partnership, joint venture or create an employment relationship between the Agency, the students or the Border Patrol faculty. It is understood and agreed that the Agency retains the ultimate responsibility for patient record keeping and for patient care while the Border Patrol and the students retain the obligations and limitations expressly stated in this Agreement.

VII. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security, U.S. Customs and Border Protection, Border Patrol or the Agency. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

- VIII. **EFFECTIVE DATE.** This Agreement will become effective on the date on which it is mutually entered into by the Border Patrol and the Agency (the “Effective Date”).
- IX. **TERM.** The term of this Agreement shall be for one (1) year from the Effective Date, after which it will be renewed on an annual basis. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in Section XI of this Agreement. This Agreement is subject to annual review as required by both parties and external licensing entities.
- X. **MODIFICATION.** This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.
- XI. **TERMINATION.** This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; however, no such termination shall be effective upon any student enrolled in the Program, until the expiration of the then current course for such student.
- XII. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the United States.
- XIII. **CLAIMS OR ACTIONS.** That with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, each party shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of itself or its own directors, representatives, and employees. The parties agree to notify each other, in writing, immediately upon receipt of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party.
- XIV. **COUNTERPART SIGNATURE.** This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
- XV. **NO WAIVER.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

- XVI. RIGHTS IN PROPERTY.** All title to Agency supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the Agency.
- XVII. AUTHORIZATION OF AGREEMENT.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- XVIII. SECTION HEADINGS.** The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XIX. NO PRIVATE RIGHT CREATED.** This document is an internal agreement between the Agency and the Border Patrol and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement, addenda, attachments or other associated documents restricts the authority of either party to act as provided by law, statute, or regulation, nor does it restrict either party from enforcing any laws or taking any action within its authority or jurisdiction.
- XX. NO PUBLICATION.** Neither the Border Patrol nor the Agency shall submit for publication any material relating to the Program without prior written approval of the non-submitting party.
- XXI. NON-EXCLUSIVITY.** Each party shall have the right to enter into similar agreements with other parties.
- XXII. NON-DISCRIMINATION.** The Border Patrol and the Agency mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.
- XXIII. WAIVER OF CONSTRUCTION AGAINST DRAFTER.** Both parties have contributed to the review and drafting of this Agreement, with the assistance of their respective legal counsel. Therefore, both parties waive the rule of construction against the drafter.

The Agency and the Border Patrol hereby agree that all oral or written agreements between them that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. By signing below, each party acknowledges they are executing an interagency agreement based on the conditions and definitions contained in this Agreement.

IN WITNESS WHEREOF, the Agency and the Border Patrol have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

BORDER PATROL

AGENCY

John C. Esquivel
(Acting) Chief Patrol Agent
U.S. Border Patrol
Laredo Sector

Carlos R. Villarreal
City Manager
City of Laredo Fire Department

Date

Date

Steve Landin
Fire Department Chief
City of Laredo Fire Department

Date

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Fire Department

Staff Source: Steve E. Landin, Fire Chief

SUBJECT

2014-R-17 Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with BCFS Health and Human Services (BCFS - HHS) for the assignment of a Mobile Medical Unit (MMU-1) for rehabilitation of firefighting personnel during local large scaled events. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

BCFS Health Human Services is a Texas non-profit corporation that desires to assist the Laredo community in general and the Laredo Fire Department in particular, in improving conditions during emergency medical operations related to local and large-scaled events. The resource owned by BCFS HHS in the form of a Medical Mobile Unit will be assigned to the Laredo Fire Department to serve primarily for on-scene rehabilitation of fire personnel.

COMMITTEE RECOMMENDATION

That City Council approve this resolution.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

This Agreement is by and between:

- **BCFS Health and Human Services**, a Texas non-profit corporation (hereinafter referred to as "BCFS HHS"), 1506 Bexar Crossing, San Antonio, Texas 78232, which includes the BCFS HHS Emergency Management Division (EMD), and the
- **City of Laredo**, (also referred to as the "COL"), 1110 Houston Street, Laredo, Texas 78040.

WHEREAS, the City of Laredo could benefit by the provision of a resource related to the on-scene rehabilitation ("rehab") of firefighting personnel, particularly during local, large-scaled events; and

WHEREAS, BCFS HHS has the desire to assist the Laredo community in general, and the Laredo Fire Department in particular, in improving conditions during emergency operations related to local, large-scaled events; and

WHEREAS, BCFS HHS owns a resource, in the form of a Mobile Medical Unit ("MMU-1) that could assist in providing a platform to establish and conduct on-scene firefighter "rehab" during emergency operations related to local, large-scaled events; and

WHEREAS, the parties hereto wish to express their agreement in which BCFS HHS would make MMU-1 available, in accordance with conditions and stipulations specified herein and the City of Laredo could access, utilize, and maintain the MMU-1, in accordance with the conditions and stipulations specified herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, BCFS HHS and the City of Laredo express their agreement and define the duties, scope, responsibilities, conditions, and stipulations of the parties as follows:

1. This Agreement is effective from the date this agreement is signed to the close of business on August 31, 2014. The term may be extended, abbreviated, or otherwise modified by mutual, written agreement of the parties.

2. The COL agrees that MMU-1 will be stored at a City of Laredo facility at the discretion of the COL Fire Chief. Covered or enclosed storage of the unit is strongly preferred.

Initials *kw*
Date *1/21/14*

Initials *MB*
Date *1/21/14*

3. The COL agrees that unless otherwise agreed by BCFS HHS, use of MMU-1 by COL will be confined to the Laredo city limits.

4. The COL agrees that use by COL of the MMU-1 outside of the official Laredo city limits, i.e., unincorporated county, will require approval by the BCFS HHS President/CEO or appropriate Emergency Management Division (EMD) staff PRIOR to said use.

5. The COL agrees that at no time will MMU-1 be utilized outside of the boundaries of the United States.

6. The COL agrees to utilize the following notification chain to request use of MMU-1 regardless of whether the unit is in use at the time of the request:

- a. It is understood that emergency requests for the MMU-1 use by the COL will take priority over normal designated use by BCFS.
- b. the initial request will be directed to the lead person at the Laredo BCFS Office at (956) 712-4700 (O) or (956) 206-0665 (C);
- c. if unable to make contact as specified above, the request will be made to the BCFS EMD Hotline at (800) 337-0373.

7. The COL agrees that if MMU-1 is inoperable or unavailable because of mechanical or other issues will not obligate BCFS to provide an alternative for or backup to MMU-1.

8. The COL agrees that unless otherwise noted herein, use of MMU-1 will be restricted to Laredo Fire Department operations. Use of the unit outside of this scope, i.e., Laredo Police Department, Laredo Health Department, etc. will require pre-approval from previously-noted BCFS HHS officials.

9. The COL agrees that use of MMU-1 for uses other than "rehab" related to emergency operations, i.e., school demonstrations, health fairs, etc., will require pre-approval from previously-noted BCFS HHS officials.

10. The COL agrees that MMU-1 will not be involved in or utilized to generate revenue or for fee-for-service functions.

11. BCFS HHS agrees to make MMU-1 available to the COL under the terms and conditions set forth in this Agreement. The COL will provide all personnel for its use of MMU-1, including drivers and medical and rehab technicians necessary for the delivery of services. The COL agrees that BCFS HHS will not be held responsible or liable for procedures, processes, functions, etc., conducted in/on MMU-1 by the COL and officially-designated supportive entities, organizations, and/or personnel.

Initials
Date 1/20/14

Initials mf
Date 1/20/14

12. The COL agrees that drivers operating MMU-1 will be restricted to personnel who have been pre-selected by the COL and approved, oriented, annually trained, and otherwise vetted by BCFS HHS EMD staff PRIOR TO operating the unit.

13. The COL agrees to perform all reasonable and necessary maintenance on MMU-1 during and after its use by the COL. During use, particularly for extended periods of time, the COL agrees to monitor and maintain vehicle fuel and fluid levels at appropriate levels and in a timely manner. Mechanical issues or concerns will be reported to the appropriate BCFS representative without fail or delay. MMU-1 will be fully serviced and any discovered maintenance items addressed by the COL after each use, unless otherwise agreed by BCFS HHS.

14. COL agrees that it is responsible for all damages to the MMU-1 that occur during its use by COL. COL agrees to make any and all repairs or replacements made necessary as the result of its use of MMU-1, including but not limited to, body work, tires and all mechanical or electronic systems.

15. COL agrees to comply with the most current BCFS HHS or EMD operations manual, policies and procedures for operation of the MMU-1 in effect at the time of its use.

16. The COL is an independent contractor and is not a partner, joint venturer or employee of BCFS HHS. Neither The COL nor its employees, including personnel staffed at any site to which The COL is assigned, shall have any right to receive health or accident insurance, sick leave, vacation pay or any other fringe benefit from BCFS HHS. The COL shall pay all wages, salaries, and other amounts due its employees performing services under this Agreement and shall be solely responsible for the withholding and payment of any and all federal, state, and local taxes, payroll taxes, social security or FICA obligations, and any other applicable deductions, taxes or payments, which may be due as a result of the payment of wages, salaries, and other amounts to its employees performing under this Agreement.

17. COL shall comply with all state, federal and local laws.

18. This Agreement shall remain in full force and effect during the term set forth above unless any of the following occur:

- a. BCFS HHS terminates this Agreement, which it may do with or without cause, on 30 days notice to the LFD;
- b. The parties agree to terminate this Agreement;

19. This Agreement may not be assigned, in whole or in part, by either of the Parties to another without the prior written consent of the other Party. The parties may subcontract with other parties to provide personnel, services, equipment and goods as needed during an operation, but such subcontracting shall not excuse either party from meeting its obligations under this Agreement.

Initials *DM*
Date *1/21/14*

Initials *MP*
Date *1/21/14*

20. This Agreement constitutes the entire understanding and agreement of, and between, the parties with respect to the subject matter hereof, and supersedes all prior representatives and agreement, verbal or written. While the parties may add to or modify this Agreement by subsequent signed writings, this Agreement shall not be varied except by an instrument in writing, duly executed by an authorized representative of each party.

21. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance of this Agreement remains enforceable to the extent allowed by law.

22. Any notice, consent, demand, or request required or permitted by and directly related to the establishment, continuance, renewing and/or cancellation of this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid, addressed as follows:

The City:

Name: City of Laredo
Address: 1110 Houston Street
City, ST Zip: Laredo, Texas 78040
Phone #: (956) 791-7300
Attn: Accounts Manager
Email address: rcabello@ci.laredo.tx.us

BCFS HHS:

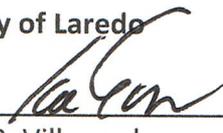
BCFS HHS
c/o Emergency Management Division
1506 Bexar Crossing
San Antonio, Texas 78232
210-832-5000
mguerra@BCFS.net

23. The validity, construction, scope, and performance of this Agreement shall be governed by the applicable laws of the State of Texas. Further, each party consents to the exclusive jurisdiction and venue of the courts located in Webb County, Texas, with respect to all matters arising out of, or related to, this Agreement.

24. The signatories hereto warrant and represent that they have authority to bind their principals and that the parties hereto are the correct parties to the Agreement as to the promises exchanged herein.

The parties hereto have executed this Agreement on _____, 2014.

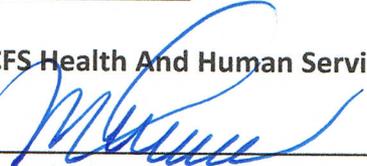
The City of Laredo

By: 
Carlos R. Villarreal
City Manager

Date

1/21/14

BCFS Health And Human Services

By: 
Mario A. Guerra
Chief of Operations, EMD

Date

1/21/14

Initials CV
Date 1/21/14

Initials MG
Date 1/21/14

City Council-Regular**Meeting Date:** 02/18/2014**Initiated By:** Cynthia Collazo, Deputy City Manager**Staff Source:** Raymond E. Garner**SUBJECT**

2014-R-19 Amending Resolution No. 2014-R-06 by adding four (4) additional Memorandums of Understanding (MOUs) to the list of Cooperative Working Agreement/Mutual Assistance Agreements/Memorandums of Understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution #2014-R-06 on January 21, 2014.

BACKGROUND

Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilian to social service organizations for any assistance.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

| | |
|-------------------------|------|
| Fiscal Year: | 2014 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

None.

Attachments

Resolution #2014-R-19

Amended List of MOUs

COUNCIL COMMUNICATION

| | |
|--|--|
| DATE: 2/18/2014 | SUBJECT: RESOLUTION #2014-R-19 Amending resolution #2014-R-06 by adding four (4) additional memorandum of understandings to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, <i>et al.</i> , a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo. |
| INITIATED BY: Cynthia Collazo Deputy City Manger | STAFF SOURCE: Raymond E. Garner Chief of Police |
| PREVIOUS COUNCIL ACTION: City Council approved Resolution # 2014-R-06 on January 21, 2014. | |
| BACKGROUND: Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance. | |
| FINANCIAL IMPACT: N/A | |
| COMMITTEE RECOMMENDATION: | STAFF RECOMMENDATION: Recommends the approval of this Resolution. |

RESOLUTION #2014-R-19

Amending resolution #2014-R-06 by adding four (4) additional memorandum of understandings to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

Whereas, the City of Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as needed basis; and

Whereas, the City of Laredo Police Department will refer civilians that they come in contact with to those listed social service organizations that could assist them; and

Whereas, Exhibit A will be applicable starting on January 1, 2014 and ending on December 31, 2014.

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

SECTION 1: Amending resolution #2014-R-06 by adding four (4) additional memorandum of understandings to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

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:

BY: _____
RAUL CASSO
CITY ATTORNEY

LAREDO POLICE DEPARTMENT
Agreements

| Agency | Category |
|---|-----------------|
| 1 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) | LEA |
| 2 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - eTrace | LEA |
| 3 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - Radio Agreement | Communications |
| 4 Children's Advocacy Center | Social Services |
| 5 Correction Corporation of America (CCA) Detention Center | LEA |
| 6 Correction Corporation of America (CCA) Detention Center - Radio Agreement | Communications |
| 7 Correction Corporation of America (CCA) Processing Center | LEA |
| 8 DHS/CBP/Office of Air and Marine - Radio Agreement | Communications |
| 9 Drug Enforcement Administration (DEA) | LEA |
| 10 FBI - Safe Streets Task Force | LEA |
| 11 FBI - Task Force Officers Deputation | LEA |
| 12 Harris County District Attorney | LEA |
| 13 Immigration and Custom Enforcement (ICE) | LEA |
| 14 Immigration and Custom Enforcement (ICE) Port Isabel Detention Center | LEA |
| 15 Laredo Community College Police Dept. | LEA |
| 16 Laredo Housing Authority | Social Services |
| 17 Laredo Independent School District Police Dept. | LEA |
| 18 Laredo Independent School District Police Dept. - Radio Agreement | Communications |
| 19 Laredo ISD Police Department - Radio Agreement | Communications |
| 20 Laredo Job Corps | Social Services |
| 21 Laredo Police Department HIDTA Task Force - Homeland Security Investigations | LEA |
| 22 Laredo-Webb County Safe Haven | LEA |
| 23 Law Enforcement Analysis Portal (LEAP) | LEA |
| 24 Learning ForLife (LPD Explorers) | Social Services |
| 25 Motorola, Inc. (equip. trial agreement) | LEA |
| 26 Office of the Inspector General, TDCJ | LEA |
| 27 Property Room.com | LEA |
| 28 Regional Organized Crime Information Center (ROCIC) | LEA |
| 29 Sam Houston State University - subaward agreement (USMS) | LEA |
| 30 SCAN (End Violence Against and Abuse of Women Later in Life Program) | Social Services |
| 31 SCAN (HIV Early Intervention Program) | Social Services |
| 32 SCAN (Sexual Assault Response Team) | Social Services |
| 33 SCAN (Sexual Assault Services Information) | Social Services |
| 34 SCAN (Shelter and Street Outreach Services) | Social Services |
| 35 SCAN (Substance Abuse and Mental Health Services Administration, National Child Traumatic Stress Initiative) | Social Services |
| 36 SCAN (Transforming Texas Program) | Social Services |
| 37 SCAN (Transitional Living Program) | Social Services |
| 38 SCAN (Violence Against Women) | Social Services |
| 39 SCAN (Webb County Coalition) | Social Services |
| 40 SCAN (Youth Runaway and Homeless) | Social Services |
| 41 South Texas Border Intelligence Center (STXBIC) | LEA |
| 42 Texas A&M Int'l University - Radio Agreement | Communications |
| 43 Texas A&M Int'l University Police Dept. | LEA |
| 44 Texas Alcoholic Beverage Commission (TABC) - Radio Agreement | Communications |
| 45 Texas Crime Information Center (TCIC) - Lic. Plate Reader | LEA |
| 46 Texas Department of Public Safety - Driver License Image Retrieval System | LEA |
| 47 Texas Department of Public Safety - Motor Carrier Safety Assistance Program | LEA |
| 48 Texas Department of Public Safety - TDEX | LEA |
| 49 Texas Department of Public Safety - Victim Services | LEA |
| 50 Texas Department of Public Safety and FBI Criminal Justice Information Systems | LEA |
| 51 Texas DPS Aircraft - Radio Agreement | Communications |
| 52 Texas DPS CCD Archive Website | LEA |
| 53 Texas DPS Fusion Center | LEA |
| 54 Texas Military Forces | LEA |
| 55 Texas Parks & Wildlife (Lake Casa Blanca) | LEA |
| 56 U.S. Customs and Border Protection (USBP) - Radio Agreement | Communications |
| 57 U.S. Immigratin and Customs Enforcement (ICE) - LPD Cross Designation | LEA |
| 58 U.S. Marshals (USMS) - Fugitive Apprehension Task Force | LEA |
| 59 United Independent School District Police Dept. | LEA |
| 60 University of Texas Health Science Center at San Antonio Police Dept. | LEA |
| 61 Veterans Affairs | Social Services |
| 62 Webb County Sheriff Department - Justice Assistance Grant Working Agreement | LEA |
| 63 Webb County Sheriff Department - Operation Stonegarden Working Agreement | LEA |
| 64 Webb County Sheriff Department - Radio Agreement | Communications |
| 65 Juvenile Enforcement Task Force | LEA |
| 66 Texas DPS Gang Intelligence Index (TXGANG) | LEA |
| 67 University of Texas-Pan American Affiliation Agreement | Social Services |
| 68 University of Texas-Pan American Program Agreement | Social Services |

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Osbaldo Guzman, Parks and Recreations Department; Stephen R. Geiss, Solid Waste Manager; John Orfila, Public Works Director; Elizabeth Alonzo, Laredo Municipal Housing; Miguel A. Pescador, Purchasing Agent

SUBJECT

2014-R-25 A resolution of the City of Laredo, Texas determining that GA Advertising and AL & Robs, local bidders, provide 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 for the purchase of uniforms for City employees in the total amount of \$56,103.62.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

City of Laredo received eight bids for FY14-027. As per bid specifications, bids are to be awarded by section (department). Low bidder in Section I, II and III Universal Overall, Chicago, Illinois did not comply with specifications. Second lowest bidder Kel-Lac Uniforms, San Antonio, Texas meets and complies with all specifications. Bid received from Aramark Uniform, Burbank, CA was not considered as it did not bid brand as required on bid specifications Section II will be awarded to GA Advertising in the amount of \$19,836.00.

City Council has the option to exercise the local preference provision allowed by Texas Local Government Code, as local bidders are within the 5% bid price as follows: GA Advertisement, Laredo, TX is next low bidder in Section I (Parks Department) with an amount of \$ 9,799.50; Al & Robs, Laredo, TX is the next low bidder in Section III (Public Works) with an amount of \$19,602 and GA Advertisement, Laredo, TX is the next low bidder in Section IV (Municipal Housing) with an amount of \$ 6,866.12.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended to approve these contracts.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Uniforms will be purchased for the various departments from their budgets and will be purchased on as needed basis. 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 this annual contract beyond the current fiscal year is contingent upon availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available in the departments promotional material budget:

Parks and Recreations Department 101 3125 552 0800

Parks and Recreations Department 101 3118 552 0800

Parks and Recreations Department 101 3115 552 0800

Solid Waste Department 556 2550 552 0800

Public Works Department 101 2710 532 0800

Laredo Municipal Housing Corp. 257 3686 542 0800

Attachments

Resolution 2014-R-25

Uniforms Bid Tab

RESOLUTION NO. 2014-R-25

A RESOLUTION OF THE CITY OF LAREDO, TEXAS DETERMINING THAT GA ADVERTISING AND AL & ROBS, LOCAL BIDDERS, PROVIDE 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 FOR THE PURCHASE OF UNIFORMS FOR CITY EMPLOYEES IN THE TOTAL AMOUNT OF \$56,103.62

WHEREAS, §271.9051 (b) (2) of the Texas Local Government Code allows for an award to a bidder whose principal place of business is in the municipality if the governing body of the municipality, in writing, determines that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality; and

WHEREAS, the City has solicited, received and tabulated competitive bids for employee uniforms in accordance with the procedures of state law and local ordinances; and

WHEREAS, the City has determined that GA Advertising and Al & Robs, local bidders whose principle place of business is in the City of Laredo, Texas; and

WHEREAS, the City has determined that GA Advertising and Al & Robs, bid prices are within the allowed 5% of the lowest bidder; and

WHEREAS, the City Council has determined that GA Advertising and Al & Robs, offer the best combination of contract price and additional economic development opportunities for contracts to purchase the complete lighting system in accordance with Section 271.09051 (b) (2).

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

Section 1. A determination has been made that GA Advertising and Al & Robs, offer the best combination of contract price and additional economic development opportunities for the city by the service contract award, including the employment of residents of the city and increased tax revenues to the city.

Section 2. The bid award for purchase of uniforms from GA Advertising and Al & Robs, is hereby approved.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS ON
THIS THE _____ DAY OF _____, 2014.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

BY: _____

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Blasita J. Lopez, LCVB Director; Maria G. Soliz, Library Director; Stephen R. Geiss, Solid Waste Manager; Tim Omick, General Manager, Laredo Transit Management; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY 14-034 for the purchase of promotional materials in an amount up to \$60,000.00 for various vendors as follows:

1. Ad-Wear Houston, Texas;
2. Indoff, Laredo, Texas;
3. Positive Promotions, Inc., Hauppauge, New York;
4. Authentic Promotions, Carmicheal, California;
5. J. Paul Co., Lewisville, Texas;
6. Canada Mostin Trading Corp., Ontario, Canada

Promotional materials will be purchased by Laredo Transit Management, Solid Waste, 911 (Admin and PSAP), Library and Convention and Visitors Bureau on an as needed basis. Funding is available in the respective department budgets. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Eleven bids were received for bid FY14 034. As per specifications bid is to be awarded by section to low bidder(s).

Section I thru IV will be awarded by section to vendor(s). Section VI will be awarded by items to various vendor as per CVB.

Bid prices are firm for a six month period and department can request to make additional

purchase as needed within the next six months period. Bid Tabulation Summary attached.

| Departments | Companies | Est. Cost |
|--------------------------------|---------------------------|--------------|
| Laredo Transit Management Inc. | Ad-Wear | \$ 2,181.46 |
| Landfill | Indoff | \$ 3,300.00 |
| 9 1 1 Administration | Positive Promotions, Inc. | \$ 19,350.00 |
| 9 1 1 PSAP Administration | Indoff | \$ 2,942.80 |
| Library | Authentic Promotions | \$ 900.00 |
| Convention and Visitor Bureau | Various Vendors | \$ 30,000.00 |

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Promotional Supplies will be purchased for the various departments from their budgets and will be purchased on as needed basis. 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 this annual contract beyond the current fiscal year is contingent upon availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available in the departments promotional material budget:

Laredo Transit Management Inc. 558 5811 582 0800

Landfill 556 2515 532 3210

9 1 1 Administration 258 5568 523 8211

9 1 1 PSAP Administration 258 5568 522 3310

Library 101 3510 552 3210

Convention & Visitor Bureau 250 5315 552 3210

Attachments

Promo Bid Tab Summary

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Authorizing a refund of property tax in the amount of \$700.00 payable to Beavers Source due to an overpayment; Tax account #801-02028-101. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

City Council has previously approved requests for refunds over \$500.00 as required by State Law.

BACKGROUND

As per section 31.11 (a) of the Texas Property Tax Code, "If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, if the amount of refund exceeds \$500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund".

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of motion.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

The City of Laredo will refund an amount of \$ 700.00. It will be paid from line item Revenue/Unapplied Payments account #101-0000-222-0300.

Attachments

Tax Refund

Tax Assessor - Collector
 P.O. BOX 6548 1102 Bob Bullock Loop
 Laredo, Texas 78042 - 6548

For Credit Refunds Only
 101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name: **Beavers Source**
 Present mailing address: **820 Gale St**
 City, town or post office/state/zip code: **Laredo, TX 78041**
 Refund payable to:(if different from above)
 Name:
 Mailing address:
 City, town or post office/state/zip code:

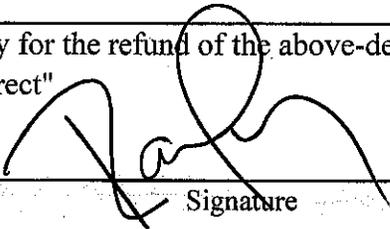
Property legal description: **Personal Property Furn Fix Equip Inven Vehicles @ 820 Gale**
 Address or location of property: **820 Gale St**
 Parcel number: **801-02028-101 / Tax ID 629506**

Tax Payment Information:

| Year for which refund is requested | Date of the tax payment | Amount of Taxes paid | Amount of tax refund requested |
|------------------------------------|-------------------------|----------------------|--------------------------------|
| 2013 | 12/12/13 | 2,997.02 | 700.00 |
| Total Refund | | | 700.00 |

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit of \$700.00 due to an overpayment. The amount due on the account was \$2,297.02 and the amount paid with check # 1505 was \$2,997.02.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"


 Signature

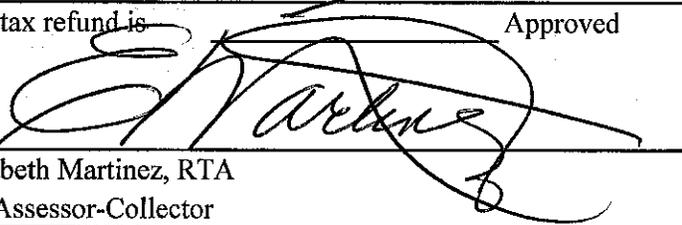
01/09/14
 Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: 

1/03/14
 Date

This tax refund is Approved Disapproved


 Elizabeth Martinez, RTA
 Tax Assessor-Collector

1-28-14
 Date

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of January 2014, represent a decrease of \$418,036.49. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will decrease due to a decrease in levy in the amount of \$418,036.49".

Attachments

January 2014 Adjustments

TAX ADJUSTMENT LISTING
 1/01/14 - 1/31/14
 BY TRANSACTION DATE
 RECAP TOTALS BY ENTITY/YEAR

| ENTITY/YR | + BASE | PAYMT REF | PYMT VOID | - BASE | CR REF | +/-TX DUE | TRANS FRM | TRANS TO |
|-------------|------------|-----------|-----------|-----------|----------|-----------|-----------|----------|
| INT8 08 | 1005.99 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| INT8 TOTALS | 1005.99 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| INT9 09 | 804.79 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| INT9 TOTALS | 804.79 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN10 10 | 603.59 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN10 TOTALS | 603.59 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN11 11 | 13.61 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN11 TOTALS | 13.61 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN12 12 | 172.77 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| IN12 TOTALS | 172.77 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| LARE 93 | .00 | .00 | .00 | 45.33 | .00 | .00 | .00 | .00 |
| LARE 94 | .00 | .00 | .00 | 131.21 | .00 | .00 | .00 | .00 |
| LARE 95 | .00 | .00 | .00 | 564.24 | .00 | .00 | .00 | .00 |
| LARE 96 | .00 | .00 | .00 | 17236.87 | .00 | .00 | .00 | .00 |
| LARE 97 | .00 | .00 | .00 | 25903.80 | .00 | .00 | .00 | .00 |
| LARE 98 | .00 | .00 | .00 | 38745.60 | .00 | .00 | .00 | .00 |
| LARE 99 | .00 | .00 | .00 | 67332.83 | .00 | .00 | .00 | .00 |
| LARE 00 | .00 | .00 | .00 | 74987.57 | .00 | .00 | .00 | .00 |
| LARE 01 | .00 | .00 | .00 | 81945.87 | .00 | .00 | .00 | .00 |
| LARE 02 | .00 | .00 | .00 | 80048.91 | .00 | .00 | .00 | .00 |
| LARE 08 | .00 | .00 | .00 | 71.15 | .00 | .00 | 71.15 | 71.15 |
| LARE 09 | .00 | .00 | .00 | 71.15 | .00 | .00 | 71.15 | 71.15 |
| LARE 10 | .00 | .00 | .00 | 613.05 | .00 | .00 | 71.15 | 71.15 |
| LARE 11 | .00 | .00 | .00 | 1385.16 | .00 | .00 | 5002.10 | 4670.66 |
| LARE 12 | .00 | .00 | .00 | 16982.32 | .00 | .00 | 16947.48 | 15921.46 |
| LARE 13 | .00 | .00 | .00 | 29127.97 | .00 | .00 | 12988.56 | 11991.75 |
| LARE TOTALS | .00 | .00 | 2842.43 | 435193.03 | 23567.31 | .00 | 35151.59 | 32797.32 |
| NSF 97 | .00 | .00 | .00 | 15.00 | .00 | .00 | .00 | .00 |
| NSF 98 | .00 | .00 | .00 | 15.00 | .00 | .00 | .00 | .00 |
| NSF 99 | .00 | .00 | .00 | 30.00 | .00 | .00 | .00 | .00 |
| NSF 00 | .00 | .00 | .00 | 55.00 | .00 | .00 | .00 | .00 |
| NSF 01 | .00 | .00 | .00 | 50.00 | .00 | .00 | .00 | .00 |
| NSF 02 | .00 | .00 | .00 | 25.00 | .00 | .00 | .00 | .00 |
| NSF TOTALS | .00 | .00 | .00 | 190.00 | .00 | .00 | .00 | .00 |
| OMIT 08 | 1676.65 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT 09 | 1676.65 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT 10 | 1676.65 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT 11 | 56.75 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT 12 | 1569.26 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT 13 | 3506.63 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OMIT TOTALS | 10162.59 ✓ | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| OM05 02 | .00 | .00 | .00 | 421.69 | .00 | .00 | .00 | .00 |
| OM05 TOTALS | .00 | .00 | .00 | 421.69 | .00 | .00 | .00 | .00 |
| OM06 00 | .00 | .00 | .00 | 166.50 | .00 | .00 | .00 | .00 |

90590904

TAX ADJUSTMENT LISTING
 1/01/14 - 1/31/14
 BY TRANSACTION DATE
 RECAP TOTALS BY ENTITY/YEAR

| ENTITY/YR | + BASE | PAYMT REF | PYMT VOID | - BASE | CR REF | +/-TX DUE | TRANS FRM | TRANS TO |
|-------------|----------|-----------|-----------|------------|----------|-----------|-----------|-----------|
| OM06 01 | .00 | .00 | .00 | 166.50- | .00 | .00 | .00 | .00 |
| OM06 02 | .00 | .00 | .00 | 182.16- | .00 | .00 | .00 | .00 |
| OM06 TOTALS | .00 | .00 | .00 | 515.16- | .00 | .00 | .00 | .00 |
| RP05 05 | .00 | .00 | .00 | 29.97- | .00 | .00 | .00 | .00 |
| RP05 TOTALS | .00 | .00 | .00 | 29.97- | .00 | .00 | .00 | .00 |
| RP10 10 | .00 | .00 | .00 | 20.43- | .00 | .00 | .00 | .00 |
| RP10 TOTALS | .00 | .00 | .00 | 20.43- | .00 | .00 | .00 | .00 |
| RP11 11 | .00 | .00 | .00 | 51.79- | 55.15 | .00 | 278.24 | 329.83- |
| RP11 TOTALS | .00 | .00 | .00 | 51.79- | 55.15 | .00 | 278.24 | 329.83- |
| RP12 12 | 138.35 | .00 | .00 | 321.14- | .00 | .00 | 1.92 | 1.92- |
| RP12 TOTALS | 138.35 | .00 | .00 | 321.14- | .00 | .00 | 1.92 | 1.92- |
| RP13 13 | 336.55 | .00 | .00 | 528.36- | .00 | .00 | 12.91 | 11.47- |
| RP13 TOTALS | 336.55 | .00 | .00 | 528.36- | .00 | .00 | 12.91 | 11.47- |
| RTN 13 | 125.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| RTN TOTALS | 125.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 01 | .00 | .00 | .00 | 35.07- | .00 | .00 | .00 | .00 |
| SUPP 02 | .00 | .00 | .00 | 72.51- | .00 | .00 | .00 | .00 |
| SUPP 08 | 163.26 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 09 | 311.24 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 10 | 505.64 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 11 | 453.23 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 12 | 1724.56 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 13 | 5357.24 | .00 | .00 | .00 | 217.60 | .00 | .00 | 1321.74- |
| SUPP TOTALS | 8515.17 | .00 | .00 | 107.58- | 217.60 | .00 | .00 | 982.38- |
| TOTALS | 21878.41 | .00 | 2842.43 | 437379.15- | 23840.06 | .00 | 35444.66 | 35444.66- |

JANUARY 2014

| | |
|---------|-----------------|
| 2013 | < 29, 127.97 > |
| PRIOR | < 406, 065.06 > |
| OMIT | 3, 506.63 |
| OMIT P. | 6, 655.96 |
| OM 05 | < 421.69 > |
| OM 06 | < 515.16 > |
| RP 05 | < 29.97 > |
| RP 10 | < 20.43 > |
| RP 11 | < 51.79 > |
| RP 12 | < 182.79 > |
| RP 13 | < 191.81 > |
| Supp | 5, 357.24 |
| Supp P. | 3, 050.35 |
| INT 8 | 1, 005.99 |
| INT 9 | 804.79 |
| INT 10 | 603.59 |
| INT 11 | 13.61 |
| INT 12 | 172.77 |
| NSF | < 190.00 > |
| RTN | 125.00 |
| | <hr/> |
| | < 415, 500.74 > |

| | |
|---------|-----------------|
| 2013 | < 29, 127.97 > |
| PRIOR | < 406, 065.06 > |
| OMIT | 3, 506.63 |
| OMIT P. | 6, 655.96 |
| OM 05 | < 421.69 > |
| OM 06 | < 515.16 > |
| RP 05 | < 29.97 > |
| RP 10 | < 20.43 > |
| RP 11 | < 51.79 > |
| RP 12 | < 182.79 > |
| RP 13 | < 191.81 > |
| Supp | 5, 357.24 |
| Supp P. | 3, 050.35 |
| | <hr/> |
| | < 418, 036.49 > |
| | C.C. AGENDA |
| INT 8 | 1, 005.99 |
| INT 9 | 804.79 |
| INT 10 | 603.59 |
| INT 11 | 13.61 |
| INT 12 | 172.77 |
| NSF | < 190.00 > |
| RTN | 125.00 |
| | <hr/> |
| | < 415, 500.74 > |

All account types
 All roll codes

TAX ADJUSTMENT LISTING
 1/01/14 - 1/31/14
 BY TRANSACTION DATE

PAYMENT RECAP TOTALS BY ENTITY/YEAR

| ENTITY/YR | BASE TAX | PENALTY | INTEREST | COLL FEE | DISCOUNT | UNAPPLIED | TOTAL |
|-------------|------------|---------|----------|----------|----------|-----------|----------|
| RP13 TOTALS | 12.91 ✓ | .00 | .00 | .00 | .00 | 11.47- | 1.44 |
| RTN TOTALS | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SUPP 12 | 1270.38- | 43.99- | 7.37- | .00 | .00 | .00 | 1321.74- |
| SUPP 13 | .00 | .00 | .00 | .00 | .00 | 217.60 | 217.60 |
| SUPP 13 | 982.38- | .00 | .00 | .00 | .00 | .00 | 982.38- |
| SUPP TOTALS | 2252.76- ✓ | 43.99- | 7.37- | .00 | .00 | 217.60 | 2086.52- |
| TOTALS | 19054.34 ✓ | 144.78 | 102.41 | 693.79 | .00 | 6687.17 | 26682.49 |

2013 7,511.46
 PRIOR 13,810.45
 RP11 < 29.64 >
 RP12 1.92
 RP13 12.91
 Supp < 982.38 >
 Supp P. < 1,270.38 >
 19,054.34

All account types
 All roll codes

TAX ADJUSTMENT LISTING
 1/01/14 - 1/31/14
 BY TRANSACTION DATE
 RECAP TOTALS BY ADJUSTMENT CODE

| ADJ CODE | + BASE | PAYMT REF | PYMT VOID | - BASE | CR REF | +/-TX DUE | TRANS FRM | TRANS TO |
|----------|----------|-----------|-----------|------------|----------|-----------|-----------|-----------|
| APCR | .00 | .00 | .00 | .00 | .00 | .00 | 2005.49 | 2006.49- |
| CBR | .00 | .00 | .00 | .00 | 23840.06 | .00 | .00 | .00 |
| IFRZ | 2600.75 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| NSF | .00 | .00 | 1483.98 | .00 | .00 | .00 | .00 | .00 |
| OLMP | 248.82 | .00 | .00 | .00 | .00 | .00 | 640.88 | 640.88- |
| OTAX | 9913.77 | .00 | .00 | .00 | .00 | .00 | 1707.18 | 1707.18- |
| OTHR | .00 | .00 | .00 | .00 | .00 | .00 | 5862.18 | 5862.18- |
| REND | 474.90 | .00 | .00 | 921.72- | .00 | .00 | 13.39 | 13.39- |
| RIN | 125.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SCE | 503.11 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SDA | .00 | .00 | .00 | 53.64- | .00 | .00 | .00 | .00 |
| SDIS | 3.89 | .00 | .00 | 1196.92- | .00 | .00 | 532.70 | 532.70- |
| SDNE | .00 | .00 | .00 | 13- | .00 | .00 | 4191.84 | 4191.84- |
| SDVH | .00 | .00 | .00 | 9142.38- | .00 | .00 | .00 | .00 |
| SENV | 4848.56 | .00 | .00 | 517.36- | .00 | .00 | 258.68 | 258.68- |
| SEP | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| SFRZ | .00 | .00 | .00 | 160.97- | .00 | .00 | 141.09 | 141.09- |
| SUUR | .00 | .00 | .00 | 1940.21- | .00 | .00 | 382.20 | 382.20- |
| SLAW | .00 | .00 | .00 | 1156.16- | .00 | .00 | 382.20 | 382.20- |
| SLHS | 8.08 | .00 | .00 | 9445.92- | .00 | .00 | 2713.17 | 2713.17- |
| SO65 | 53.62 | .00 | .00 | .00 | .00 | .00 | 191.10 | 191.10- |
| SPLI | .00 | .00 | .00 | 14644.01- | .00 | .00 | 32.83 | 32.83- |
| SPRO | .00 | .00 | .00 | 1082.83- | .00 | .00 | 6000.56 | 6000.56- |
| SSPT | 3097.91 | .00 | .00 | 6077.05- | .00 | .00 | 76.44 | 76.44- |
| STOP | .00 | .00 | .00 | 2065.67- | .00 | .00 | 1927.27 | 1927.27- |
| SVET | .00 | .00 | 478.58 | .00 | .00 | .00 | 2486.85 | 2486.85- |
| TRNF | .00 | .00 | .00 | 797.52- | .00 | .00 | 779.11 | 779.11- |
| UCFU | .00 | .00 | 879.87 | .00 | .00 | .00 | 5118.50 | 5118.50- |
| YEAR | 21878.41 | .00 | 2842.43 | 388176.66- | 23840.06 | .00 | .00 | .00 |
| TOTALS | | | | 437379.15- | | | 35444.66 | 35444.66- |

TAX ADJUSTMENT LISTING
 1/01/14 - 1/31/14
 BY TRANSACTION DATE

All account types
 All roll codes

PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

| YR/ADJ CODE | BASE TAX | PENALTY | INTEREST | COLL FEE | DISCOUNT | UNAPPLIED | TOTAL | |
|-------------|----------|---------|----------|----------|----------|-----------|----------|----------------|
| 12 SSPT | 1270.38 | 44.02 | 7.34 | .00 | .00 | .00 | 1321.74 | TRANSFERS FROM |
| 12 SSPT | .00 | .00 | .00 | .00 | .00 | 536.74- | 536.74- | TRANSFERS TO |
| 12 TRNF | .00 | .00 | .00 | .00 | .00 | 901.85 | 901.85 | TRANSFERS FROM |
| 12 TRNF | 1539.44- | 76.28- | 23.51- | 47.62- | .00 | .00 | 1686.85- | TRANSFERS TO |
| 12 TOTALS | 11508.00 | 19.59 | 55.91- | 32.08 | .00 | 11771.30- | 267.54- | |
| 13 | 6995.92 | .00 | .00 | .00 | .00 | .00 | 6995.92 | TRANSFERS FROM |
| 13 | .00 | .00 | .00 | .00 | .00 | .00 | 6995.92- | TRANSFERS TO |
| 13 CBR | .00 | .00 | .00 | .00 | .00 | 23784.91 | 23784.91 | CREDIT REFUND |
| 13 NSF | 1455.80 | .00 | .00 | .00 | .00 | .00 | 1455.80 | PAYMENT VOID |
| 13 OTHR | 233.98 | .00 | .00 | .00 | .00 | 561.07 | 795.05 | TRANSFERS FROM |
| 13 OTHR | 779.18- | .00 | .00 | .00 | .00 | .00 | 779.18- | TRANSFERS TO |
| 13 REND | 11.47 | .00 | .00 | .00 | .00 | .00 | 11.47 | TRANSFERS FROM |
| 13 REND | .00 | .00 | .00 | .00 | .00 | 11.47- | 11.47- | TRANSFERS TO |
| 13 SPLIT | 376.85 | .00 | .00 | .00 | .00 | .00 | 376.85 | TRANSFERS FROM |
| 13 SPLIT | .00 | .00 | .00 | .00 | .00 | 376.85- | 376.85- | TRANSFERS TO |
| 13 SSPT | 605.53 | .00 | .00 | .00 | .00 | .00 | 605.53 | TRANSFERS FROM |
| 13 SSPT | .00 | .00 | .00 | .00 | .00 | 1390.53- | 1390.53- | TRANSFERS TO |
| 13 STOP | .00 | .00 | .00 | .00 | .00 | 478.58 | 478.58 | PAYMENT VOID |
| 13 TRNF | 561.07 | .00 | .00 | .00 | .00 | .00 | 4216.65 | TRANSFERS FROM |
| 13 TRNF | 3194.32- | .00 | .00 | .00 | .00 | 237.33- | 3431.65- | TRANSFERS TO |
| 13 UCFU | 274.87 | .00 | .00 | .00 | .00 | .00 | 274.87 | PAYMENT VOID |
| 13 UCFU | 6541.99 | .00 | .00 | .00 | .00 | 19468.04 | 26010.03 | |
| TOTALS | 19054.34 | 144.78 | 102.41 | 693.79 | .00 | 6687.17 | 26682.49 | |

| | PREVIOUS BALANCES | ORIGINAL TRANSACTIONS | TRANSACTIONS TO ORIGINAL | THIS PERIOD ADJUSTMENTS TO PREVIOUS | NET ADJUSTMENTS | ENDING BALANCES |
|-------------------------------|----------------------|--------------------------|-----------------------------|---|--------------------|--------------------|
| BASE TAX BILLED | 69,660,819.75 | 16,702,418.26 | 5,685.55 | 26,016.46- | 20,330.91- | 69,640,488.84 |
| - BASE TAX PAID | 38,344,295.91 | .00 | 1,570.35- | 4,971.64- | 6,541.99- | 55,040,172.18 |
| +/- BASE PAID FROM DEFERRED | .00 | .00 | .00 | .00 | .00 | .00 |
| +/- ADJUSTMENTS TO UNPAID TAX | .00 | .00 | .00 | .00 | .00 | .00 |
| = OUTSTANDING BASE TAX | 31,316,523.84 | | | | | 14,600,316.66 |

CHARGES LEVIED
 CHARGES PAID
 +/- ADJUSTMENTS TO UNPAID CHARGES
 = OUTSTANDING CHARGES

| | | | | | | |
|----------------|---------------|---------------|-----------|------------|------------|---------------|
| OTHER PAID: | | | | | | |
| PENALTY | 21.74 | .00 | .00 | .00 | .00 | 21.74 |
| INTEREST | 9.06 | .00 | .00 | .00 | .00 | 9.06 |
| COLLECTION FEE | 31.81 | .00 | .00 | .00 | .00 | 31.81 |
| DISCOUNT | .00 | .00 | .00 | .00 | .00 | .00 |
| UNAPPLIED | 103,073.44 | 65,139.08 | 411.80- | 19,056.24- | 19,468.04- | 148,744.48 |
| DEFERRED | .00 | .00 | .00 | .00 | .00 | .00 |
| TOTAL PAID | 38,447,431.96 | 16,767,557.34 | 1,982.15- | 24,027.88- | 26,010.03- | 55,188,979.27 |

| | PREVIOUS BALANCES | ORIGINAL TRANSACTIONS | ADJUSTMENTS TO ORIGINAL | TRANSACTIONS THIS PERIOD | ADJUSTMENTS TO PREVIOUS | NET ADJUSTMENTS | ENDING BALANCES |
|---------------------------|-------------------|-----------------------|-------------------------|--------------------------|-------------------------|-----------------|-----------------|
| BASE TAX BILLED | 951,067,417.84 | | 8,765.30 | 424,266.04 | | 415,500.74 | 950,651,917.10 |
| BASE TAX PAID | 914,308,545.46 | 16,893,159.01 | 921.83 | 18,132.51 | | 19,054.34 | 931,182,650.13 |
| BASE PAID FROM DEFERRED | .00 | .00 | .00 | .00 | | .00 | .00 |
| ADJUSTMENTS TO UNPAID TAX | 2,734.03 | .00 | .00 | .00 | | .00 | 2,734.03 |
| OUTSTANDING BASE TAX | 36,756,138.35 | | | | | | 19,466,532.94 |

CHARGES LEVIED

| | | |
|-----|-------------------------------|--|
| +/- | CHARGES PAID | |
| = | ADJUSTMENTS TO UNPAID CHARGES | |
| = | OUTSTANDING CHARGES | |

OTHER PAID:

| | | | | | |
|----------------|---------------|----------|-----------|-----------|----------------|
| 19,575,393.48 | 20,023.41 | 127.20 | 17.58 | 144.78 | 19,595,272.11 |
| 5,686,142.79 | 30,221.02 | 57.88 | 160.29 | 102.41 | 5,716,261.40 |
| 9,664,710.02 | 32,194.08 | 214.09 | 479.70 | 693.79 | 9,696,210.31 |
| 84,799.59 | 65,623.73 | 776.91 | 5,910.26 | 6,687.17 | 143,736.15 |
| .00 | .00 | .00 | .00 | .00 | .00 |
| 949,319,591.34 | 17,041,221.25 | 1,982.15 | 24,700.34 | 26,682.49 | 966,334,130.10 |

TOTAL PAID

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas M. Rodriguez, Jr. P.E. Utilities Director

SUBJECT

2014-R-13 Authorizing the City Manager to sign a water rights agreement, between the City of Laredo and Fender Exploration and Production Co., L.P., whereby the City is agreeing to purchase the right to divert and use 1279 A/F per annum of Class B water rights to the Rio Grande River at \$1,200.00 per A/F for a purchase price of \$1,534,800.00 and further authorizing the City Manager to sign and file necessary application(s) with Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication No. 23-2777A of the seller and combined with Certificate of Adjudication No.23-3997 as amended by the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City. Funding is available in the Water Availability Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On July 15, 2013 , City Council authorized the purchase of Class B Irrigation Water Rights at \$1200 per acre foot.

BACKGROUND

The City needs to acquire water rights in order to keep up with the City's growth and water demand. The City of Laredo will hire Mr. Glenn Jarvis, who specializes in water rights sales agreements to do the proper examination on the documentation and compliance with the procedures set by Texas Commission on Environmental Quality.

COMMITTEE RECOMMENDATION

Finance and Operations Committe.

STAFF RECOMMENDATION

Approval of Resolution

Fiscal Impact

Fiscal Year:

2014

Budgeted Y/N?: Y
Source of Funds: Water Availability
Account #: 557-4180-535-9102
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Fender Wtr Rights

STATE OF TEXAS

§

WATER RIGHTS SALES AGREEMENT

COUNTY OF WEBB

§

THIS AGREEMENT is entered into this _____ day of January 2014, by and between **FENDER EXPLORATION & PRODUCTION CO., L.P.**, a Texas limited partnership, P.O. Box 8720, 116 E. Front St., Tyler, TX 75711, and **HARRIS R. FENDER, JR.**, 1015 Hospital Drive, Tyler, Texas 75701 (hereinafter collectively called "**SELLER**"), and the **CITY OF LAREDO**, 5816 Daugherty Avenue, a municipality of the State of Texas, Webb County, Laredo, Texas 78041 (hereinafter called "**BUYER**") for the purpose of setting forth the Agreement between the parties, whereby **SELLER** agrees to sell and transfer water rights to **BUYER**, and **BUYER** agrees to purchase such water rights from **SELLER**, subject to the terms and conditions of this Agreement.

Water Rights

1. (a) **SELLER** owns the right to divert and use from the Rio Grande, a maximum of not to exceed **1279 acre feet** per annum for irrigation use, with a Class "B" irrigation priority of allocation, being a portion of those water rights evidenced by Certificate of Adjudication No. 23-2777 (the "Certificate"), as amended by Amendment to Certificate of Adjudication No. 23-2777A. **SELLER** agrees to transfer the said **1279 acre feet** per annum of water rights to **BUYER**, and **BUYER** agrees to purchase and accept title to the said **1279 acre feet** per annum of water rights, which water rights are hereinafter referred to as the "Water Rights."

(b) The Water Rights covered by the Agreement are owned by **SELLER** and relate to **SELLER's** land described as a 1955.52 acre tract in the Jose Vasquez Borrego Grant, Abstract 209, in Zapata County, Texas, more specifically described in Deed from Harris R. Fender to Harris R. Fender, Jr., and David M. Fender, dated November 1973, and recorded in Volume 204, Page 323 of the Deed Records of Zapata County, Texas. The Water Rights have not been previously severed from this use and appurtenancy.

2. (a) For and in consideration of \$1,534,800.00 (the "Purchase Price") to be paid by **BUYER** as hereinafter provided, **SELLER** will transfer to **BUYER**, and **BUYER** hereby purchases the Water Rights from **SELLER** consistent with necessary proceedings before the Texas Commission on Environmental Quality, (hereinafter referred to as "TCEQ") and subject to the terms and conditions provided in this Agreement.

(b) The Purchase Price is payable in cash to **SELLER** upon the closing of this transaction in accordance with the terms hereof when the TCEQ approves the transfer of the Water Rights as provided for below in Paragraph 4.

Escrow Funds

3. It is agreed that **BUYER** will deposit Fifty Thousand and no/100ths Dollars (\$50,000.00) with Glenn Jarvis, Trustee, Attorney at Law, 1801 South 2nd Street, Inter National Bank Bldg., Suite 550, McAllen, Texas, 78503 as Closing Agent, which sum shall be held by him in Trust and paid to **SELLER** as a part of the purchase price, when this transaction is closed, or refunded to **BUYER**, if this transaction is not closed, as provided herein.

TCEQ Proceedings and Closing

4. The parties acknowledge that it is the essence of this transaction that the TCEQ approve the change of ownership, place and purpose of use and point of diversion of the Water Rights; and, because of this condition, it is especially agreed as follows:

(a) Final closing of this transaction and delivery of the Purchase Price to **SELLER**, through the Closing Agent, are subject to and dependent upon approval by the TCEQ of the change of ownership, place and purpose of use, and points of diversion of the Water Rights as requested by **BUYER**; and the issuance by the TCEQ of an Amended Certificate of Adjudication to **BUYER** evidencing such approval, or such other orders as are necessary under the circumstances to authorize

the transfer of the Water Rights, as amended, without the necessity of a contested case hearing or Court appeal and consistent with the provisions of this Agreement.

(b) **BUYER** hereby authorizes **SELLER** to file an Application with the TCEQ in the name of and on behalf of **BUYER**, for approval of this transfer and change of place and purpose of use and point of diversion as designated by **BUYER**. **BUYER** agrees to execute the necessary documents required of **BUYER** for such proceeding. **SELLER** shall commence such proceedings within twenty (20) calendar days following **BUYER**'s receipt of the Conveyance of the Water Rights provided for in subparagraph (c) below. The expenses of this transaction and such proceeding shall be borne by **SELLER**, including the expenses of any public hearings or proceedings before said TCEQ, and required filing and recording fees; provided, however, **BUYER** agrees to pay any expenses incurred by **BUYER**, including attorney fees, in order to place **BUYER** in a position to accept transfer of the Water Rights or otherwise, in connection with this transaction. **SELLER** agrees to initiate and pursue said proceedings with the TCEQ on behalf of **BUYER**, and **BUYER** agrees to cooperate with **SELLER** in connection therewith. **SELLER** agrees to prosecute such TCEQ proceedings with all due diligence and care so as to complete same and procure approval of this transfer in such TCEQ proceedings within 120 calendar days following the initial filing of the Application with the TCEQ and the Application being declared administratively complete by the TCEQ, but any delay brought about by the TCEQ proceedings and not attributable to the conduct of the parties, which causes a delay of closing beyond the 120-day period, shall not be grounds for cancellation of this Agreement.

(c) In order to properly seek and obtain said approval of the TCEQ and to accomplish the transfer and amendment of the Water Rights, **SELLER** agrees to execute or have executed, a conveyance with general warranty of title to the Water Rights to **BUYER**, through Closing Agent, as well as such other applications or documents necessary to accomplish the transfer of the Water

Rights, all of which documents shall be in form and substance acceptable to **BUYER** and **SELLER** and TCEQ. Even though a Conveyance and transfer of said Water Rights is given or provided by **SELLER**, **SELLER** shall not receive the Purchase Price until the TCEQ approves the transfer of water rights as provided in paragraph 4(a) above. The Purchase Price shall be delivered to **SELLER** within seven (7) calendar days following issuance and delivery of the said TCEQ approval order(s) and Amended Certificate(s) of Adjudication to Closing Agent at his address shown above and Opinion of Counsel as provided in Paragraph 4(d) below, where closing shall take place.

(d) **SELLER** agrees to provide authentic copies of all title documents evidencing the **SELLER's** interest in the Water Rights as well as an Opinion of Counsel or other acceptable opinion establishing the **SELLER's** interest in the Water Rights and the non-existence of liens encumbrancing the Water Rights. It is agreed by both parties that such opinion of title may be issued and given by the Closing Agent, unless otherwise agreed to by the parties. The Closing Agent shall prepare and file the necessary Application with the TCEQ and handle such proceeding in the name of and on behalf of **BUYER** and for **SELLER** all as provided above.

(e) In the event (1) the TCEQ does not issue an Amendment to the Certificate involved herein and its final approval order of such amendment(s) and transfer to **BUYER**, and Opinion of Counsel is not provided as required by Paragraph 4(d) above; or (2) there are protests by other water rights holders on the Rio Grande to the granting of the Application requiring a contested case hearing, or (3) the expiration of twelve (12) months from the date of this Agreement (unless extended by mutual agreement of the parties), then this Agreement shall terminate and said Conveyance shall be returned to **SELLER** by the Closing Agent and all portions of the transaction shall be canceled by appropriate legal means, including any reconveyance of the Water Rights back to the **SELLER**, the Application shall be withdrawn and the Escrow Funds shall be returned and paid to **BUYER**. In such event, no party shall have any further obligation to the other and the parties

agree to sign such instruments and take such actions as are required to place the parties in the position each was in with respect to the Water Rights prior to entering into this Agreement. The effective date of this Agreement, for purposes of this paragraph, shall be the date of the last party to execute this Agreement as shown below, including the acceptance by the Closing Agent.

Water Allocations

5. **SELLER** agrees to pay any penalty, interest, and assessments accrued and owing the TCEQ and TCEQ Watermaster pertaining to the Water Rights prior to or at closing of the transaction.

Specific Performance

6. It is agreed that either party hereto may demand specific performance of this Agreement, provided, however, (a) specific performance may not be demanded if the reason for **BUYER**'s or **SELLER**'s failure to perform is a failure of or defect in **SELLER**'s ability to transfer the Water Rights or title to the Water Rights, or (b) subject to the foregoing subparagraph (a) specific performance may not be demanded by either party if the failure to perform is due to the failure of the TCEQ to approve the transfer of said Water Rights unless such failure is due to act(s) or omission(s) of the party against whom specific performance is sought.

Severance

7. It is agreed that **BUYER** is hereby purchasing the Water Rights as a right separate and apart from the land of **SELLER** to which said Water Rights previously attached prior to this transaction as described in Paragraph 1(b) above, or any other water rights evidenced by Certificate of Adjudication No. 23-2777, as amended Certificate of Adjudication No. 23-2777A, which may be appurtenant or pertain to said properties, and no interest in same is intended to be sold, transferred or conveyed hereby.

Liens

8. **SELLER** agrees to provide consent to the transfer of the Water Rights, properly executed by any lienholders holding a lien upon the Water Rights of **SELLER**, or property to which said Water Rights were appurtenant prior to the transfer of same as contemplated by this Agreement or **SELLER** shall provide **BUYER** a written, acknowledged statement that there are no such lienholders or such other documentation acceptable to **BUYER**.

Texas Law to Apply

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement are performable in Webb County, Texas.

Successors

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

Authority

11. The persons signing below on behalf of **SELLER** and **BUYER** personally represent and warrant that each has full right and authority to execute this Agreement, on behalf of the **SELLER** or **BUYER** as the case may be.

EXECUTED by the parties in Duplicate Originals on the dates indicated below.

SELLER:

**FENDER EXPLORATION & PRODUCTION
COMPANY, L.P.**, acting By and Through its
General Partner Fender Management, LLC

Date _____

By: _____
David M. Fender, Individually and as Managing
Member of Fender Management, LLC

Date _____

Harris R. Fender, Jr.

BUYER:

CITY OF LAREDO

Date: _____

By: _____

Its: _____

Receipt of the above escrow amount is hereby acknowledged, and the undersigned Closing Agent agrees that said transaction and escrow funds will be handled as agreed upon by BUYER and SELLER above.

Escrow Agent
GLENN JARVIS
ATTORNEY AT LAW

DATE: _____

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas M. Rodriguez, Jr., P.E., Utilities Director

SUBJECT

2014-R-14 Authorizing the City Manager to submit a Research and Planning Grant Application to the Texas Water Development Board in the amount of \$50,000.00 to perform a Water Smart Basin Study Program that would target the Pecos River and Devils River Basins.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Bureau of Reclamation is undertaking a project to study the Pecos River, Devil's River, San Felipe Springs, Goodenough Springs and Cienegas Creek. The estimated cost for this project is \$400,000. Total cost is to be funded by applying for a grant from TWDB in the amount of \$50,000, various cities would be responsible for \$110,000, the Devil's Conservancy \$20,000 and the Irrigation Districts \$20,000. If approved, the City of Laredo would be responsible for approximately \$38,000 of the \$110,000.

COMMITTEE RECOMMENDATION

Operations and Finance Committee

STAFF RECOMMENDATION

Approval of Resolution

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None at this time.

Attachments

Resolution 2014 R 14

RESOLUTION NO. 2014-R-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A RESEARCH AND PLANNING GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF \$50,000 TO PERFORM A WATER SMART BASIN STUDY PROGRAM THAT WOULD TARGET THE PECOS RIVER AND DEVILS RIVER BASINS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the continued drought has presented significant challenges and potential water supply shortages to municipal and industrial water supplies within the region;

WHEREAS, these water supply challenges have required a reassessment of traditional water supply strategies within the region;

WHEREAS, other municipal and industrial water utilities in the region have recognized the need to identify new strategies to provide additional water supplies during critical drought periods;

WHEREAS, the City of Laredo (the "City"), recognizes the need to address these water supply issues on a regional basis in a cost sharing arrangement with other water suppliers within the region to develop a regional plan to address these critical issues;

WHEREAS, the City along with the following cities: Brownsville, Del Rio, Eagle Pass, Harlingen, McAllen and Zapata will partner in this planning effort; and

WHEREAS, the City has agreed to act as the applicant for regional planning funds through the Texas Water Development Board.

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

Section 1. The City Manager is authorized to submit a Research and Planning Grant Application to the Texas Water Development Board in the amount of \$50,000 to perform a water smart basin study program that would target the Pecos River and Devils River basins; and declaring an effective date.

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

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Horacio De Leon

Staff Source: Ramon E. Chavez

SUBJECT

2014-R-15 Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Rodolfo Camarena for a proposed project located at 2219 Gustavus St., Lots 5 & 6, Block 1269, Eastern Division that consists of a single-family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$236,522.13, estimated annual tax abatement total of \$1,506.65 and estimated total fee waivers of \$1,723.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Rodolfo Camarena has proposed a new project located at 2219 Gustavus St. The project will construct a Single Family Residence on the property. The estimated capital investment of the project is \$236,522.13. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representation, the estimated fee waivers by the City of Laredo will be approximately \$1,723.50 and estimated total tax abatement is \$1,506.65 annually for an estimated amount of \$7,533.25.

Attachments

Council Comm

Resolution

Agreement

COUNCIL COMMUNICATION

| | |
|---|---|
| <p>DATE: 02/18/2014</p> | <p>SUBJECT: RESOLUTION NO. 2014-R-15</p> <p>Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Rodolfo Camarena for a proposed project located at 2219 Gustavus St., Lots 5 & 6, Block 1269, Eastern Division that consists of a single-family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$236,522.13, estimated annual tax abatement total of \$1,506.65 and estimated total fee waivers of \$1,723.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.</p> |
| <p>INITIATED BY: Horacio A. De Leon, Jr. Assistant City Manager</p> | <p>STAFF SOURCE: Ramon E. Chavez, P.E. Acting Director Building Development Services Department</p> |
| <p>PREVIOUS COUNCIL ACTION:</p> <p>Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.</p> | |
| <p>BACKGROUND:</p> <p>The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.</p> <p>Rodolfo Camarena has proposed a new project located at 2219 Gustavus St. The project will construct a Single Family Residence on the property. The estimated capital investment of the project is \$236,522.13. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.</p> <p>The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.</p> | |
| <p>FINANCIAL IMPACT:</p> <p>Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: \$1,723.50 and estimated five (5) year total tax abatement is anticipated to be \$7,533.25.</p> | |
| <p>COMMITTEE RECOMMENDATION: N/A</p> | <p>STAFF RECOMMENDATION: Staff recommends that City Council approve this resolution.</p> |

RESOLUTION NO. 2014-R-15

Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Rodolfo Camarena for a proposed project located at 2219 Gustavus St., Lots 5 & 6, Block 1269, Eastern Division that consists of a single-family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$236,522.13, estimated annual tax abatement total of \$1,506.65 and estimated total fee waivers of \$1,723.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Rodolfo Camarena is proposing a project located at 2219 Gustavus St., Lot 5 & 6, Block 1269, Eastern Division, located within the NEZ District III, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 2219 Gustavus St. is hereby approved for fee waivers, which will approximately total \$1,723.50 and tax abatement, which will approximately total \$1,506.65 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2014.

BY: _____

RAUL SALINAS

MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.

CITY SECRETARY

APPROVED AS TO FORM:

BY: RAUL CASSO

CITY ATTORNEY

BY: KRISTINA LAUREL HALE

ASSITANT CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between Rodolfo Camarena, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City (“Effective Date”).

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

WHEREAS, Rodolfo Camarena is the owner of the land located within said reinvestment zone and described as 2219 Gustavus St., (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Rodolfo Camarena have this day entered into the following contract and agreement:

I. TERM. This agreement shall be for a period of five years beginning January 1, 2015 and ending December 31, 2019.

II. BKH’S COVENANTS

A. Project

Rodolfo Camarena shall cause to be constructed a new project located at 2219 Gustavus St., Lots 5 and 6, Block 1269, Eastern Division, that consists of a new single family residence with an estimated value of at least \$236,522.13 Rodolfo Camarena agrees to limit the use of the property described herein for said single family residential unit development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Rodolfo Camarena certifies that the project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Rodolfo Camarena’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in

receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

Rodolfo Camarena covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and the Property shall be continuously used as a single family residential development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Rodolfo Camarena a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five years. The estimated amount of the Abatement granted under this Agreement shall be approximately \$7,533.25.

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$1,723.50

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Rodolfo Camarena the City shall have and Rodolfo Camarena shall provide access to the Property in order for the City to inspect the Property and evaluate the Required Improvements to ensure compliance with the terms and conditions of this Agreement. Rodolfo Camarena shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Rodolfo Camarena shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. Rodolfo Camarena shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Rodolfo Camarena shall be in default of this Agreement if Rodolfo Camarena refuses, fails or neglects to substantially comply with the development of the property or discontinues the single family residential development operations as required by the terms of this Agreement, or if any

representation made by Rodolfo Camarena is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Rodolfo Camarena. If the City terminates this Agreement as a result of default by Rodolfo Camarena, the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Rodolfo Camarena and Rodolfo Camarena hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude Rodolfo Camarena from disputing the bill.

VII. TERMINATION AT WILL

If the City and Rodolfo Camarena mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and Rodolfo Camarena may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is 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.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Rodolfo Camarena and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2014, by City of Laredo.

BY: _____
Carlos Villarreal, City Manager

ATTEST:

Gustavo Guevara, Jr
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

Kristina Laurel Hale
Assistant City Attorney

Executed this the day of _____, 2014, by Rodolfo Camarena.

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2014-R-18 Authorizing the City Manager to accept a grant in the amount of \$763,914.00 from the 2013 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG). Funding will be available on a reimbursement basis through the Webb County Sheriff's Office (WCSO). This funding will be used for overtime and fringe benefit expenses and for the purchase of four (4) fully equipped marked units used for Stonegarden operations. The term of this grant agreement is from February 1, 2014 to September 30, 2014.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

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

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends that Council approve this Resolution.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds: Grant

Account #: 229

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

FINANCIAL: Fund 229 Special Police

2013 Stonegarden Grant: *\$763,914

*No local match

Attachments

2013 OPSG Resolution

COUNCIL COMMUNICATION

| | |
|---|---|
| DATE: 02 / 18 / 2014 | SUBJECT: RESOLUTION 2014-R-18 Authorizing the City Manager to accept a grant in the amount of \$763,914 from the 2013 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG). Funding will be available on a reimbursement basis through the Webb County Sheriff's Office (WCSO). This funding will be used for overtime and fringe benefit expenses and for the purchase of 4 fully equipped marked units used for Stonegarden operations. The term of this grant agreement is from February 1, 2014 to September 30, 2014. |
| INITIATED BY: Cynthia Collazo Deputy City Manager | STAFF SOURCE: Raymond E. Garner Chief of Police |
| PREVIOUS COUNCIL ACTION: None. | |
| ACTION PROPOSED: That this Resolution be passed and approved. | |
| BACKGROUND: The U.S. Border Patrol, Laredo Sector, WCSO and Laredo Police Department (LPD) will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR). Historically, WCSO and LPD have diligently coordinated their efforts with the Office of Border Patrol Laredo Sector to safeguard the country's borders. In the first Operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year, LPD and again WSCO, will provide 2 nd -Tier, force-multiplier assets to work in partnership with the Laredo Sector Border Patrol Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy. | |
| FINANCIAL: <u>Fund 229 Special Police</u> 2013 Stonegarden Grant: * <u>\$763,914</u> *No local match | |
| RECOMMENDATION: | STAFF: Recommends that Council approve this Resolution. |

RESOLUTION 2013-R-18

Authorizing the City Manager to accept a grant in the amount of \$763,914 from the 2013 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG). Funding will be available on a reimbursement basis through the Webb County Sheriff's Office (WCSO). This funding will be used for overtime and fringe benefit expenses and for the purchase of 4 fully equipped marked units used for Stonegarden operations. The term of this grant agreement is from February 1, 2014 to September 30, 2014.

Whereas, the Operation Stonegarden overtime agreement between the City of Laredo Police Department and Webb County Sheriff's Office is now in the amount of \$763,914 for overtime work by Laredo Police officers in joint operational task forces for homeland security; and

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

Whereas, the City Council finds that acceptance of the grant should be made and will be beneficial to the City; and

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

Section 1: It authorizes the City Manager to accept a grant in the amount of \$763,914 from the Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG). Funding will be available on a reimbursement basis through the Webb County Sheriff's Office (WCSO). This funding will be used for overtime and fringe benefits expenses and for the purchase of 4 fully equipped marked units used for Stonegarden operations.

Section 2: The term of this grant agreement is from February 1, 2014 through September 30, 2014.

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

RAUL SALINAS
CITY MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

2014-R-020 Supporting the construction of a twelve million eight hundred thousand dollar (\$12,800,000.00) affordable housing project consisting of one hundred (100) units proposed to be developed by Laredo Housing Opportunities Corporation (LHOC) Ana Lozano Apartments LTD., and to be located at 6500 Springfield; and further authorizing the City Manager to enter into agreement with LHOC Ana Lozano Apartments, LTD., to provide a loan of one million three hundred twenty thousand dollars (\$1,320,000.00) to assist with the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo Housing Authority (LHA) has requested that the City of Laredo approve and authorize a loan of funds for the Laredo Housing Opportunities Corporation (LHOC) Ana Lozano Apartments, LTD., for the development of a 100 unit affordable housing project. The project is located at 6500 Springfield. The LHA is requesting that the City provide a \$1,320,000 construction loan to leverage in excess of \$12,800,000 for the construction of this affordable housing project.

The construction loan will consist of \$1,320,000 for a term of five years at an interest rate no greater than three percent (3%).

This loan is pursuant to Section 380 of the Texas Local Government code. This project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of the state in addition to the desirable effect of providing affordable housing.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

That this resolution be passed.

Attachments

Ana Lozano Project Information
Resolution 2014-R-20

ANA LOZANO APARTMENTS **DEVELOPMENT SUMMARY**

The Ana Lozano Apartments are an existing 126-unit public housing development owned and operated by the Laredo Housing Authority (“LHA”). The property is located in two parcels on the east and west side of Springfield Avenue. LHA is proposing the demolition of 88 units located east of Springfield Avenue and the new construction of 100 units of new garden-style apartments and townhomes on the same site.

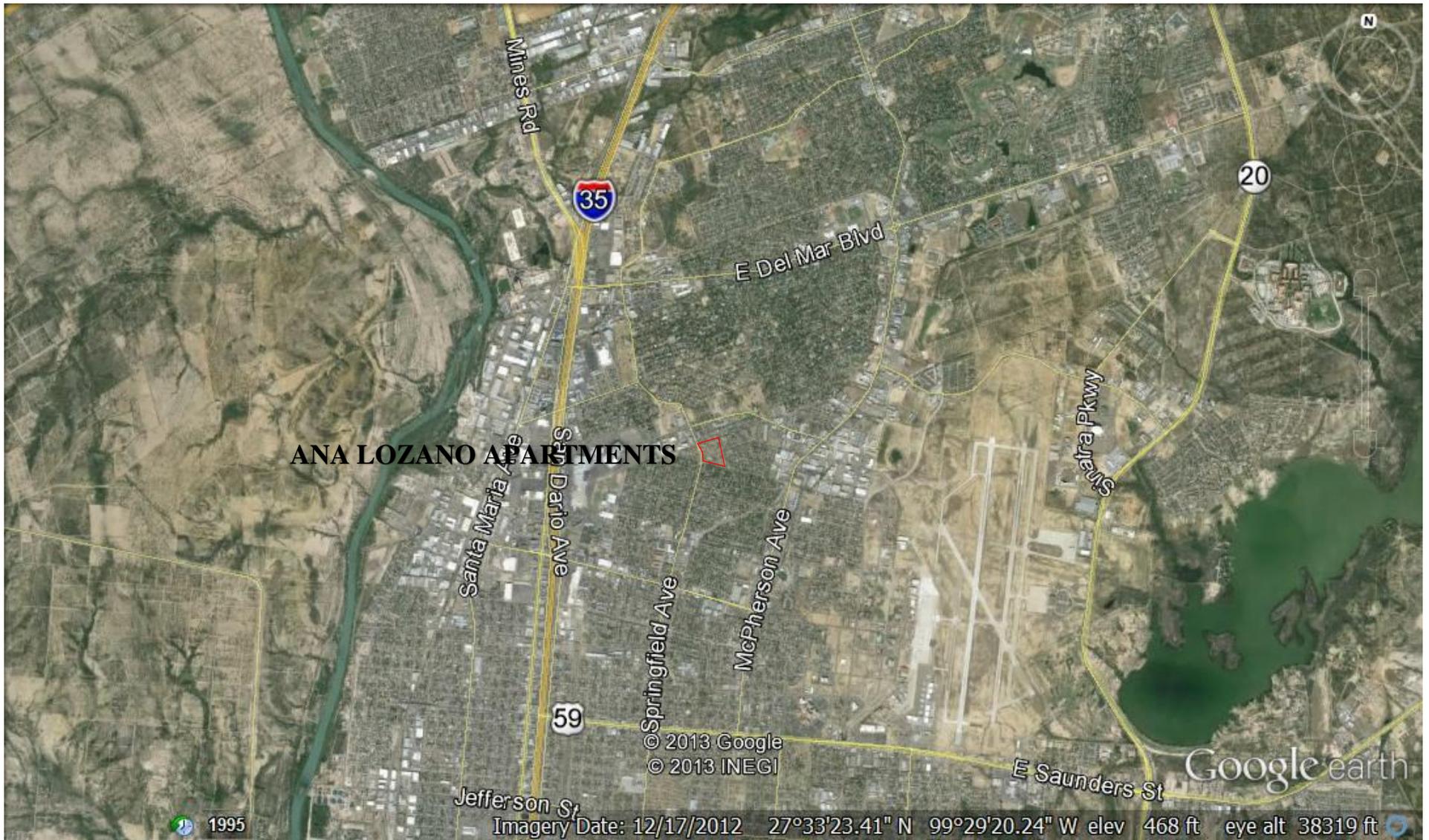
The proposed redevelopment contains a mix of one-, two- and three-bedroom units for individuals and families, and will serve a variety of income levels, including 30% Area Median Income (“AMI”), 50% AMI, 60% AMI as well as Market Rate (non-income restricted) units. Twenty-five (25) of the units will be dedicated to public housing residents.

An application for Housing Tax Credits is being submitted to the Texas Department of Housing and Community Affairs in late February. An award of Housing Tax Credits will provide substantial equity funds needed to finance the new development. In accordance with requirements set forth in the Housing Tax Credit application, the development will offer an array of community amenities and resident services. The newly constructed apartments will be constructed with many energy efficiency features.

The Housing Tax Credit Program is a competitive selection program, and awards of tax credits are provided to the highest scoring applications in their regions. In order to receive an award of tax credits, applicants are required to obtain a commitment of development funding from a municipality or county. The amount of the commitment of development funding is determined by the population size of the community where the development is located. Laredo requires \$15,000 per low income unit. The loan amount for Ana Lozano Apartments is \$1,320,000.00. The loan will be a short term loan backed by collateral that guarantees repayment of the loan.

The Laredo Housing Opportunities Corporation, an instrumentality Public Facility Corporation of the LHA will be the General Partner and Co-Developer of the development. The Brownstone companies will act as the Co-Developer and General Contractor. Brownstone brings many years of expertise in the multifamily housing industry with specialization in affordable housing developments.

Documents accompanying this narrative include a schedule of rental and income levels for the Laredo area, a rent schedule showing the unit mix and set-asides, and a site plan of the proposed development.



ANA LOZANO APARTMENTS

6500 SPRINGFIELD AVENUE LAREDO, TEXAS



ANA LOZANO APARTMENTS

ANA LOZANO APARTMENTS

6500 SPRINGFIELD AVENUE LAREDO, TEXAS



ANA LOZANO APARTMENTS

6500 SPRINGFIELD AVENUE LAREDO, TEXAS



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 12/18/2013)

Project:

Stone Oaks, Ana Lozano and Casa Verde

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Housing Trust Fund, the date of your LURA. For HOME or NSP, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice, Subaward Agreement Date. For Housing Trust Fund, select the date of your LURA. For HOME or NSP select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Webb

2014 Area Median Income: \$39,000

(2) Place:² Laredo

(3) Financing: 9% Housing Tax Credits

(4) Project PIS Date: On or After 2/1/2014

(5) Carryover / Determination Notice / Subaward Agreement Date: On or After 2/1/2014

INCOME LIMITS

| AMFI % | Number of Household Members | | | | | | | |
|--------|-----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 30 | \$ 10,560 | \$ 12,060 | \$ 13,560 | \$ 15,060 | \$ 16,290 | \$ 17,490 | \$ 18,690 | \$ 19,890 |
| 40 | \$ 14,080 | \$ 16,080 | \$ 18,080 | \$ 20,080 | \$ 21,720 | \$ 23,320 | \$ 24,920 | \$ 26,520 |
| 50 | \$ 17,600 | \$ 20,100 | \$ 22,600 | \$ 25,100 | \$ 27,150 | \$ 29,150 | \$ 31,150 | \$ 33,150 |
| 60 | \$ 21,120 | \$ 24,120 | \$ 27,120 | \$ 30,120 | \$ 32,580 | \$ 34,980 | \$ 37,380 | \$ 39,780 |
| 80 | \$ 28,160 | \$ 32,160 | \$ 36,160 | \$ 40,160 | \$ 43,440 | \$ 46,640 | \$ 49,840 | \$ 53,040 |
| 120 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

RENT LIMITS

| AMFI % | Number of Bedrooms | | | | | |
|--------|--------------------|-------|-------|---------|---------|---------|
| | 0 | 1 | 2 | 3 | 4 | 5 |
| 30 | \$264 | \$282 | \$339 | \$391 | \$437 | \$482 |
| 40 | \$352 | \$377 | \$452 | \$522 | \$583 | \$643 |
| 50 | \$440 | \$471 | \$565 | \$653 | \$728 | \$803 |
| 60 | \$528 | \$565 | \$678 | \$783 | \$874 | \$964 |
| 65 | | | | | | |
| 80 | \$704 | \$754 | \$904 | \$1,045 | \$1,166 | \$1,286 |

1. This information is being provided to assist in the determining the rents and incomes applicable given a set of assumptions you select. You are encouraged to independently verify the results or contact the Department if you have concerns.
2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.
3. The Carryover / Determination Notice / Subaward Agreement Date field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants.
4. The 2014 Housing Tax Credit income limits are effective 12/18/2013. The 2013 NSP income limits are effective 12/11/2012. The Community Planning Division (CPD) of HUD released the 2013 HOME Program income limits on 2/14/2013. The most recent HOME Program Rent Limits released by CPD 5/2/2013 (and subsequently revised by CPD 12/10/2013 for immediate implementation) are effective for all new leases and lease renewals after 5/31/2013.
5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP, income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

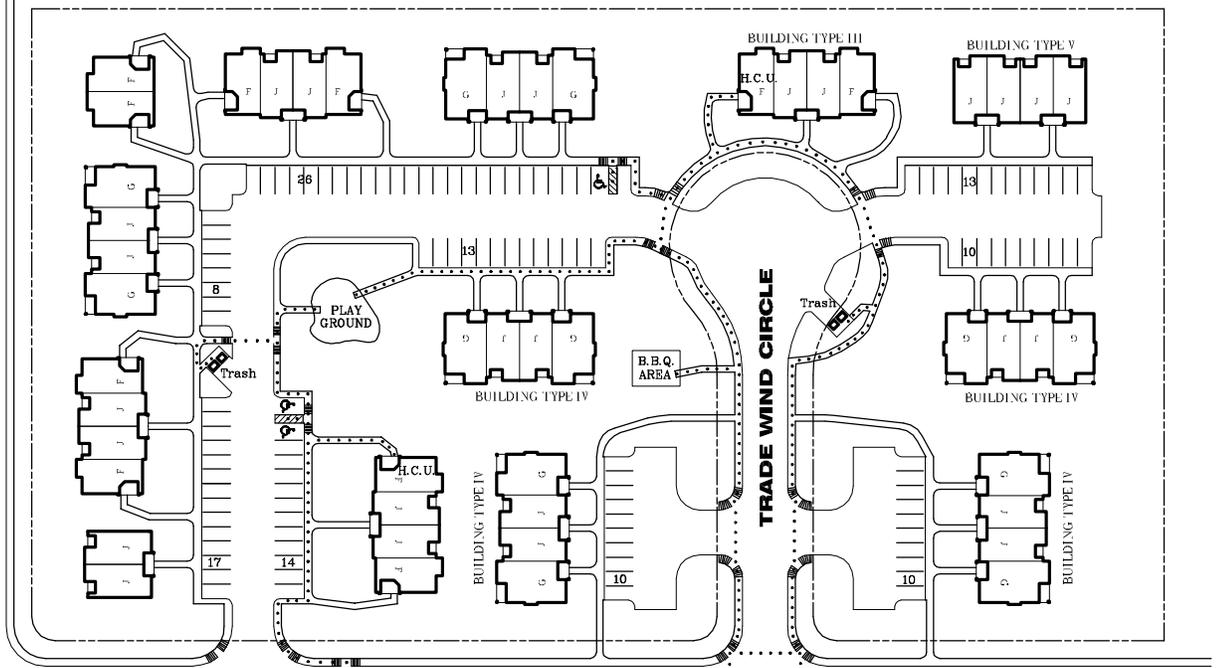
Ana Lozano
Laredo, Texas

Stabilized Operating Proforma

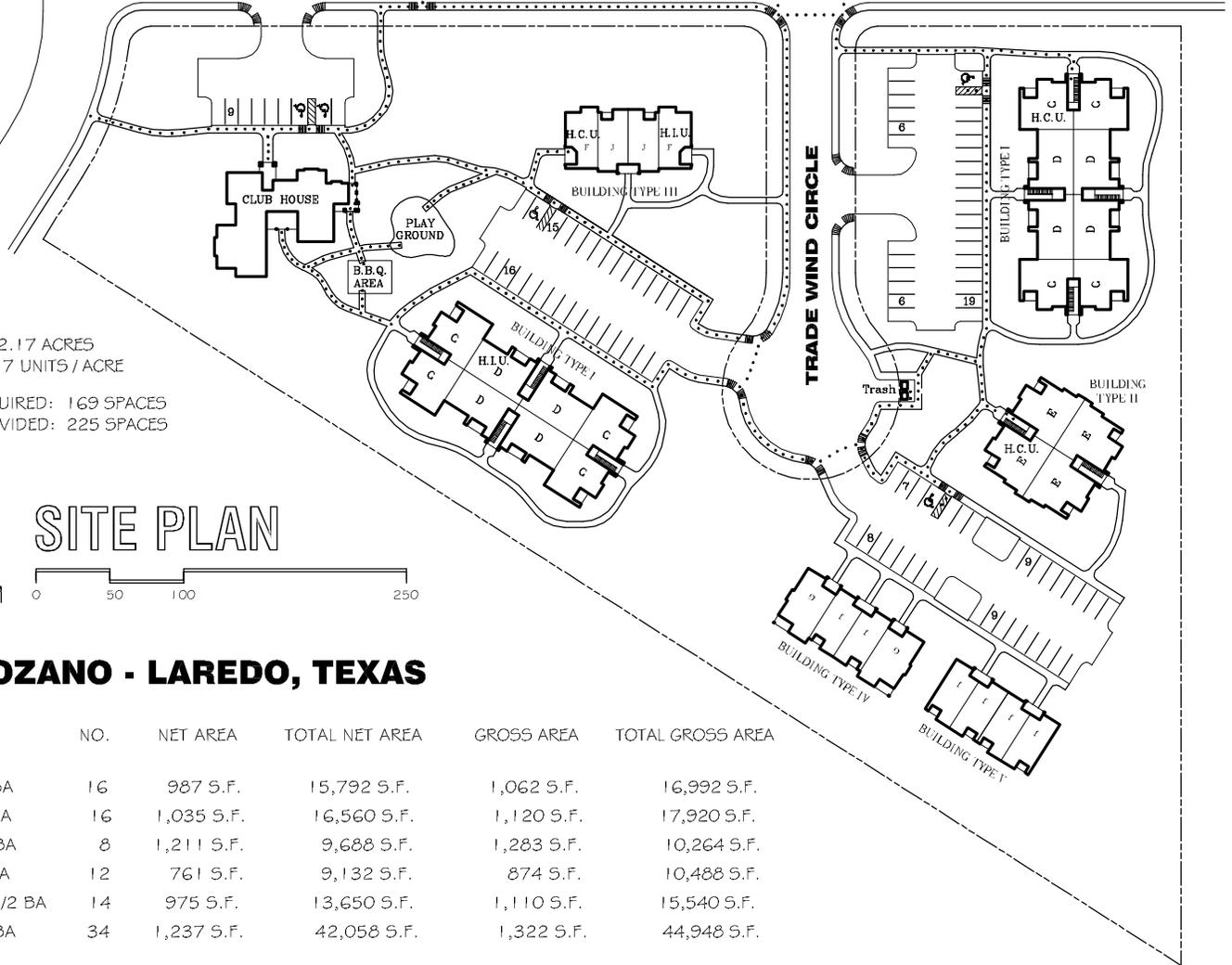
| Type | Type | Number | Bedrooms | Baths | Sf / Unit | Net Rentable SF | Tenant Rent | Total Rent | Rent / SF | Tnt Pd Util | Net Max |
|--------|------|--------|----------|-------|-----------|-----------------|-------------|------------|-----------|-------------|---------|
| 30%-PH | F | 1.00 | 1 | 1 | 761 | 761 | 125 | 125 | 0.16 | 60.00 | 224.00 |
| 50%-PH | F | 2.00 | 1 | 1 | 761 | 1,522 | 125 | 250 | 0.16 | 60.00 | 413.00 |
| 60% | F | 7.00 | 1 | 1 | 761 | 5,327 | 508 | 3,556 | 0.67 | 60.00 | 508.00 |
| Mkt | F | 2.00 | 1 | 1 | 761 | 1,522 | 625 | 1,250 | 0.82 | | |
| 30%-PH | G | 1.00 | 2 | 1.5 | 975 | 975 | 150 | 150 | 0.15 | 75.00 | 266.00 |
| 50%-PH | G | 2.00 | 2 | 1.5 | 975 | 1,950 | 150 | 300 | 0.15 | 75.00 | 493.00 |
| 60% | G | 9.00 | 2 | 1.5 | 975 | 8,775 | 607 | 5,463 | 0.62 | 75.00 | 607.00 |
| Mkt | G | 2.00 | 2 | 1.5 | 975 | 1,950 | 750 | 1,500 | 0.77 | | |
| 30%-PH | C | 2.00 | 2 | 2 | 987 | 1,974 | 150 | 300 | 0.15 | 75.00 | 266.00 |
| 50%-PH | C | 4.00 | 2 | 2 | 987 | 3,948 | 150 | 600 | 0.15 | 75.00 | 493.00 |
| 60% | C | 8.00 | 2 | 2 | 987 | 7,896 | 607 | 4,856 | 0.61 | 75.00 | 607.00 |
| Mkt | C | 2.00 | 2 | 2 | 987 | 1,974 | 775 | 1,550 | 0.79 | | |
| 30%-PH | D | 1.00 | 2 | 2 | 1035 | 1,035 | 150 | 150 | 0.14 | 75.00 | 266.00 |
| 50%-PH | D | 3.00 | 2 | 2 | 1035 | 3,105 | 150 | 450 | 0.14 | 75.00 | 493.00 |
| 50% | D | 1.00 | 2 | 2 | 1035 | 1,035 | 493 | 493 | 0.48 | 75.00 | 493.00 |
| 60% | D | 9.00 | 2 | 2 | 1035 | 9,315 | 607 | 5,463 | 0.59 | 75.00 | 607.00 |
| Mkt | D | 2.00 | 2 | 2 | 1035 | 2,070 | 795 | 1,590 | 0.77 | | |
| 30%-PH | E | 1.00 | 3 | 2 | 1211 | 1,211 | 175 | 175 | 0.14 | 94.00 | 300.00 |
| 50%-PH | E | 2.00 | 3 | 2 | 1211 | 2,422 | 175 | 350 | 0.14 | 94.00 | 562.00 |
| 60% | E | 4.00 | 3 | 2 | 1211 | 4,844 | 694 | 2,776 | 0.57 | 94.00 | 694.00 |
| Mkt | E | 1.00 | 3 | 2 | 1211 | 1,211 | 875 | 875 | 0.72 | | |
| 30%-PH | J | 3.00 | 3 | 2 | 1237 | 3,711 | 175 | 525 | 0.14 | 94.00 | 300.00 |
| 50%-PH | J | 3.00 | 3 | 2 | 1237 | 3,711 | 175 | 525 | 0.14 | 94.00 | 562.00 |
| 50% | J | 1.00 | 3 | 2 | 1237 | 1,237 | 562 | 562 | 0.45 | 94.00 | 562.00 |
| 60% | J | 24.00 | 3 | 2 | 1237 | 29,688 | 694 | 16,656 | 0.56 | 94.00 | 694.00 |
| Mkt | J | 3.00 | 3 | 2 | 1237 | 3,711 | 895 | 2,685 | 0.72 | | |
| TOTAL: | | 100 | | AVG | 1,069 | 106,880 | | \$53,175 | \$0.50 | | |

The units above marked "PH" are dedicated public housing units. The tenants rent contribution is based on Housing Authority guidelines, typically 30% of income. The tenant rent shown above for the PH units is an average estimate and is not intended to reflect a firm "rental" amount. The income for the PH units is a combination of tenant rent contribution plus a monthly Operating Subsidy from the Housing Authority to cover operating expenses. The PH units operate at "breakeven" and do not support any debt payments.

SPRINGFIELD AVENUE



GALE STREET



LAND AREA 12.17 ACRES
DENSITY 8.217 UNITS/ACRE

PARKING REQUIRED: 169 SPACES
PARKING PROVIDED: 225 SPACES



SITE PLAN

NORTH 0 50 100 250

ANA LOZANO - LAREDO, TEXAS

| TYPE | NO. | NET AREA | TOTAL NET AREA | GROSS AREA | TOTAL GROSS AREA |
|--------------------------|------------|------------|---------------------|------------|---------------------|
| C 2 BR / 2 BA | 16 | 987 S.F. | 15,792 S.F. | 1,062 S.F. | 16,992 S.F. |
| D 2 BR / 2 BA | 16 | 1,035 S.F. | 16,560 S.F. | 1,120 S.F. | 17,920 S.F. |
| E 3 BR / 2 BA | 8 | 1,211 S.F. | 9,688 S.F. | 1,283 S.F. | 10,264 S.F. |
| F 1 BR / 1 BA | 12 | 761 S.F. | 9,132 S.F. | 874 S.F. | 10,488 S.F. |
| G 2 BR / 1 1/2 BA | 14 | 975 S.F. | 13,650 S.F. | 1,110 S.F. | 15,540 S.F. |
| J 3 BR / 2 BA | 34 | 1,237 S.F. | 42,058 S.F. | 1,322 S.F. | 44,948 S.F. |
| TOTAL | 100 | | 106,880 S.F. | | 116,152 S.F. |
| CLUBHOUSE | | | 3,065 S.F. | | 3,448 S.F. |

NOTE

ALL BUILDINGS ON THIS SITE ARE OUT OF THE 100 YEAR FLOOD PLAN.
5% OF THE UNITS WILL BE DESIGNED FOR PERSONS WITH MOBILITY DISABILITIES
AND 2% WITH HEARING AND VISUAL IMPAIRMENTS.

BROWNSTONE
ARCHITECTS & PLANNERS
6517 MAPLERIDGE HOUSTON, TX 77081
(713) 432-7727

RESOLUTION NO. 2014-R-020

SUPPORTING THE CONSTRUCTION OF A TWELVE MILLION EIGHT HUNDRED THOUSAND DOLLAR (\$12,800,000) AFFORDABLE HOUSING PROJECT CONSISTING OF ONE HUNDRED (100) UNITS PROPOSED TO BE DEVELOPED BY LAREDO HOUSING OPPORTUNITIES CORPORATION (LHOC) ANA LOZANO APARTMENTS LTD AND TO BE LOCATED AT 6500 SPRINGFIELD; AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH LHOC ANA LOZANO APARTMENTS, LTD. TO PROVIDE A LOAN OF ONE MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$1,320,000) TO ASSIST WITH THE CONSTRUCTION OF THE SAME. THE LOAN IS PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ALLOWING THE CITY TO MAKE LOANS PROMOTING ECONOMIC DEVELOPMENT THRU AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, as enumerated in Texas Local Government Code Sections 394.002 and 392.003, the Texas Legislature has found that affordable residential development promotes the public health, safety, morals, and welfare; relieves conditions of unemployment and encourages the increase of industry, commercial activity, and other economic development to reduce the adverse effects of unemployment; and

WHEREAS, as enumerated in Texas Government Code Sections 2306.001 and 2306.002, the Texas Legislature has found that the development of affordable housing contributes to the development and redevelopment of neighborhoods and communities and contributes to the development and diversification of the economy, the elimination of unemployment and underemployment and the development or expansion of commerce in the state of Texas; and

WHEREAS, Section 380 of the Texas Local Government Code requires the City of Laredo to pass a resolution indicating the City's desire to make loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City finds that supporting the development of an affordable housing complex through a \$1,320,000.00 loan from the City proposed to be developed by LHOC Ana Lozano Apartments, Ltd (the "Owner") and to be located at 6500 Springfield Avenue in Laredo, Texas (the "Economic Development Project") will enable the City to promote economic development within the City and to improve economic welfare of the people of the State of Texas and the City of Laredo, as authorized in the Texas Local Government Code; and

WHEREAS, the City finds that supporting the Economic Development Project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of

the state in addition to the other desirable public purposes achieved through such development; and

WHEREAS, the City finds that construction of the Economic Development Project will stimulate economic development, business activity and commercial activity in the City through the facilitation of population growth due to the increase in the number of housing units to serve additional families desiring to move to the City; and

WHEREAS, the City finds that construction of the Economic Development Project will facilitate employment in the City by providing housing to employees who work in the City; and

WHEREAS, the City finds that construction of the Economic Development Project will increase the ad valorem and sales tax bases of the City from the development of the project and the increase in population resulting from the influx of individuals moving into the apartment complex; and

WHEREAS, the City finds that the promotion and stimulation of economic development and business activity and commercial activity promotes the welfare and best interests of the City; and

WHEREAS, by supporting the Economic Development Project through the loan contemplated herein, the City will provide substantial economic growth to the City by leveraging this \$1,320,000.00 loan to bring in excess of \$12,800,000.00 into the City's economy through the development and construction of the Economic Development Project.

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

1. The City hereby supports the Economic Development Project and adopts this resolution approving and authorizing the City Manager to enter into an Economic Development Agreement between the City of Laredo, Texas and LHOC Ana Lozano Apartments, Ltd. for the Economic Development Project. Such Economic Development Agreement will address the specific terms of the loan from the City of Laredo, Texas to LHOC Ana Lozano Apartments, Ltd., but will include a construction loan of \$1,320,000.00 for a term of five years at an interest rate no greater than 3.0%. This resolution is pursuant to Section 380 of the Texas Local Government Code.
2. Safeguards, Controls and Standards of Accountability The City hereby delegates to the City Manager, the authority to implement safeguards, controls and standards of accountability necessary to ensure that the proceeds of this loan for economic development purposes are utilized to promote the public purposes authorized by the Texas legislature and the City for economic development projects. The loan approved and authorized herein shall be subject to any such safeguards, controls and standards of accountability approved and adopted by the City Manager.

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

ATTEST:

CITY OF LAREDO, TEXAS

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL G. SALINAS
MAYOR

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

2014-R-22 Supporting the construction of a fourteen million four hundred thousand dollar (\$14,400,000.00) affordable housing project consisting of one hundred twelve (112) units proposed to be developed by Laredo Housing Opportunities Corporation (LHOC) Stone Oaks Apartments, LTD., and to be located at the intersection of East Calton Road and Foster Avenue; and further authorizing the City Manager to enter into agreement with LHOC Stone Oaks Apartments, LTD., to provide a loan of one million five hundred thousand dollars (\$1,500,000.00) to assist with the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo Housing Authority (LHA) has requested that the City of Laredo approve and authorize a loan to LHOC Stone Oaks Apartments, LTD., for the development of a 112 unit affordable housing project. The project is to be located at the intersection of E. Calton Road and Foster Avenue. The LHA is requesting that the City provide a \$1,500,000 construction loan to leverage in excess of \$14,400,000 for the construction of this affordable housing project.

The construction loan will consist of \$1,500,000 for a term of five years at an interest rate no greater than three percent (3%).

This loan is pursuant to Section 380 of the Texas Local Government code. This project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of the state in addition to the desirable effect of providing affordable housing.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

That this resolution be passed.

Attachments

Stone Oaks Project Information
Resolution 2014-R-22

STONE OAKS APARTMENTS **DEVELOPMENT SUMMARY**

Russell Terrace is an existing 200-unit public housing development owned and operated by the Laredo Housing Authority (“LHA”). The property is bounded by E Ash St. on the north, Logan Ave on the east, E Plum St. on the south and Springfield Ave. on the west. This development was built in 1957. LHA is proposing the demolition of 100 units out of Russell Terrace and the relocation and new construction of 112 units of new garden-style apartments on the property purchased by LHA’s Public Facility Corporation north of the Laredo Medical Center at the intersection of E Calton Rd and Foster Ave.

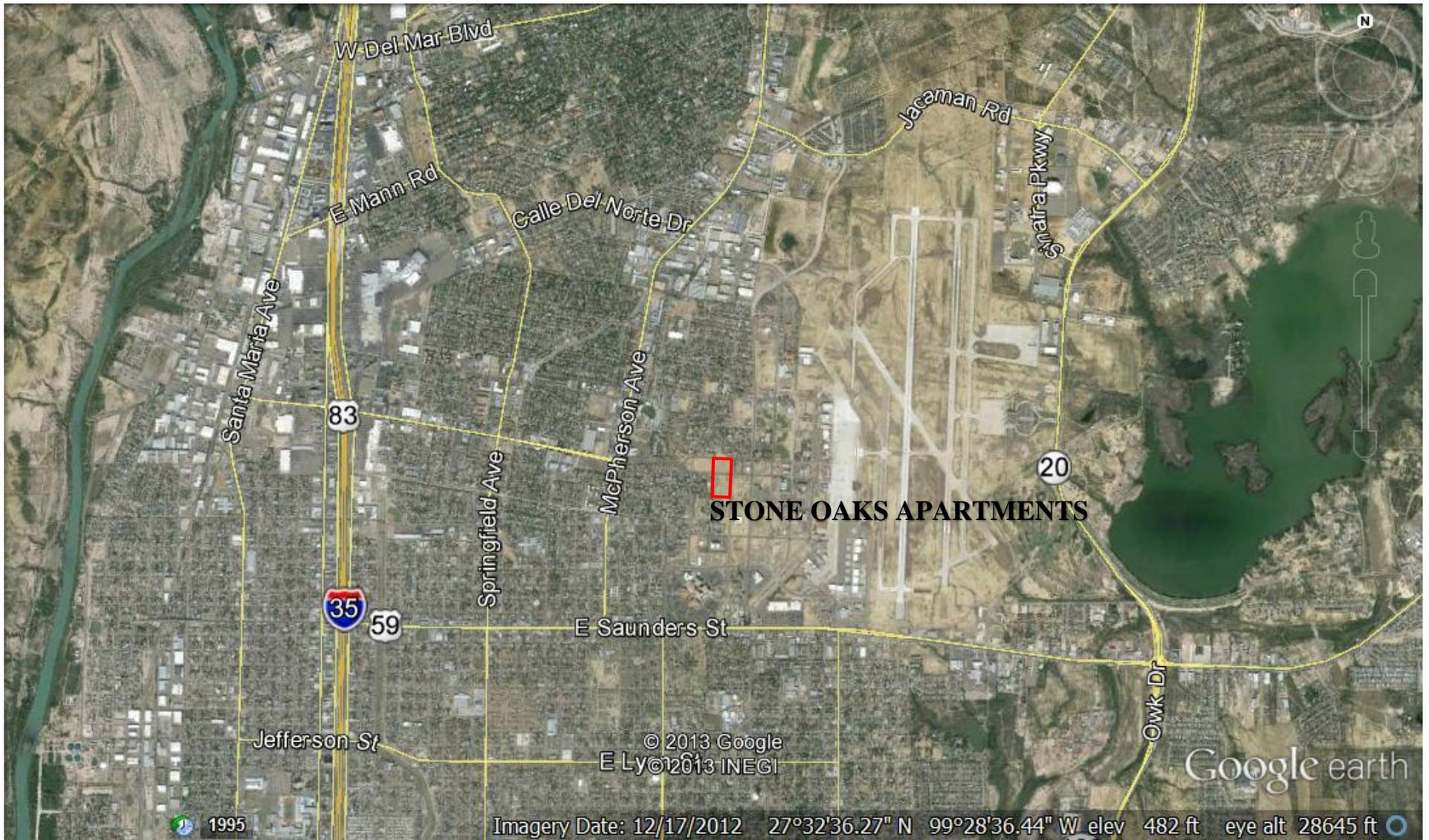
The proposed redevelopment contains a mix of one-, two- and three-bedroom units for individuals and families, and will serve a variety of income levels, including 30% Area Median Income (“AMI”), 50% AMI, 60% AMI as well as Market Rate (non-income restricted) units. Twenty-eight (28) of the units will be dedicated to public housing residents.

An application for Housing Tax Credits is being submitted to the Texas Department of Housing and Community Affairs in late February. An award of Housing Tax Credits will provide substantial equity funds needed to finance the new development. In accordance with requirements set forth in the Housing Tax Credit application, the development will offer an array of community amenities and resident services. The newly constructed apartments will be constructed with many energy efficiency features.

The Housing Tax Credit Program is a competitive selection program, and awards of tax credits are provided to the highest scoring applications in their regions. In order to receive an award of tax credits, applicants are required to obtain a commitment of development funding from a municipality or county. The amount of the commitment of development funding is determined by the population size of the community where the development is located. Laredo requires \$15,000 per low income unit. The loan amount for Stone Oaks Apartments is \$1,500,000.00. The loan will be a short term loan backed by collateral that guarantees repayment of the loan.

The Laredo Housing Opportunities Corporation, an instrumentality Public Facility Corporation of the LHA will be the General Partner and Co-Developer of the development. The Brownstone companies will act as the Co-Developer and General Contractor. Brownstone brings many years of expertise in the multifamily housing industry with specialization in affordable housing developments.

Documents accompanying this narrative include a schedule of rental and income levels for the Laredo area, a rent schedule showing the unit mix and set-asides, and a site plan of the proposed development.



STONE OAKS APARTMENTS

INTERSECTION OF E. CALTON ROAD AND FOSTER AVE



STONE OAKS APARTMENTS

INTERSECTION OF E. CALTON ROAD AND FOSTER AVE



STONE OAKS APARTMENTS

INTERSECTION OF E. CALTON ROAD AND FOSTER AVE



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 12/18/2013)

Project:

Stone Oaks, Ana Lozano and Casa Verde

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Housing Trust Fund, the date of your LURA. For HOME or NSP, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice, Subaward Agreement Date. For Housing Trust Fund, select the date of your LURA. For HOME or NSP select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Webb

2014 Area Median Income: \$39,000

(2) Place:² Laredo

(3) Financing: 9% Housing Tax Credits

(4) Project PIS Date: On or After 2/1/2014

(5) Carryover / Determination Notice / Subaward Agreement Date: On or After 2/1/2014

INCOME LIMITS

| AMFI % | Number of Household Members | | | | | | | |
|--------|-----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 30 | \$ 10,560 | \$ 12,060 | \$ 13,560 | \$ 15,060 | \$ 16,290 | \$ 17,490 | \$ 18,690 | \$ 19,890 |
| 40 | \$ 14,080 | \$ 16,080 | \$ 18,080 | \$ 20,080 | \$ 21,720 | \$ 23,320 | \$ 24,920 | \$ 26,520 |
| 50 | \$ 17,600 | \$ 20,100 | \$ 22,600 | \$ 25,100 | \$ 27,150 | \$ 29,150 | \$ 31,150 | \$ 33,150 |
| 60 | \$ 21,120 | \$ 24,120 | \$ 27,120 | \$ 30,120 | \$ 32,580 | \$ 34,980 | \$ 37,380 | \$ 39,780 |
| 80 | \$ 28,160 | \$ 32,160 | \$ 36,160 | \$ 40,160 | \$ 43,440 | \$ 46,640 | \$ 49,840 | \$ 53,040 |
| 120 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

RENT LIMITS

| AMFI % | Number of Bedrooms | | | | |
|--------|--------------------|-------|-------|---------|---------|
| | 0 | 1 | 2 | 3 | 4 |
| 30 | \$264 | \$282 | \$339 | \$391 | \$437 |
| 40 | \$352 | \$377 | \$452 | \$522 | \$583 |
| 50 | \$440 | \$471 | \$565 | \$653 | \$728 |
| 60 | \$528 | \$565 | \$678 | \$783 | \$874 |
| 65 | | | | | |
| 80 | \$704 | \$754 | \$904 | \$1,045 | \$1,166 |
| | | | | | \$1,286 |

1. This information is being provided to assist in the determining the rents and incomes applicable given a set of assumptions you select. You are encouraged to independently verify the results or contact the Department if you have concerns.
2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.
3. The Carryover / Determination Notice / Subaward Agreement Date field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants.
4. The 2014 Housing Tax Credit income limits are effective 12/18/2013. The 2013 NSP income limits are effective 12/11/2012. The Community Planning Division (CPD) of HUD released the 2013 HOME Program income limits on 2/14/2013. The most recent HOME Program Rent Limits released by CPD 5/2/2013 (and subsequently revised by CPD 12/10/2013 for immediate implementation) are effective for all new leases and lease renewals after 5/31/2013.
5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP, income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

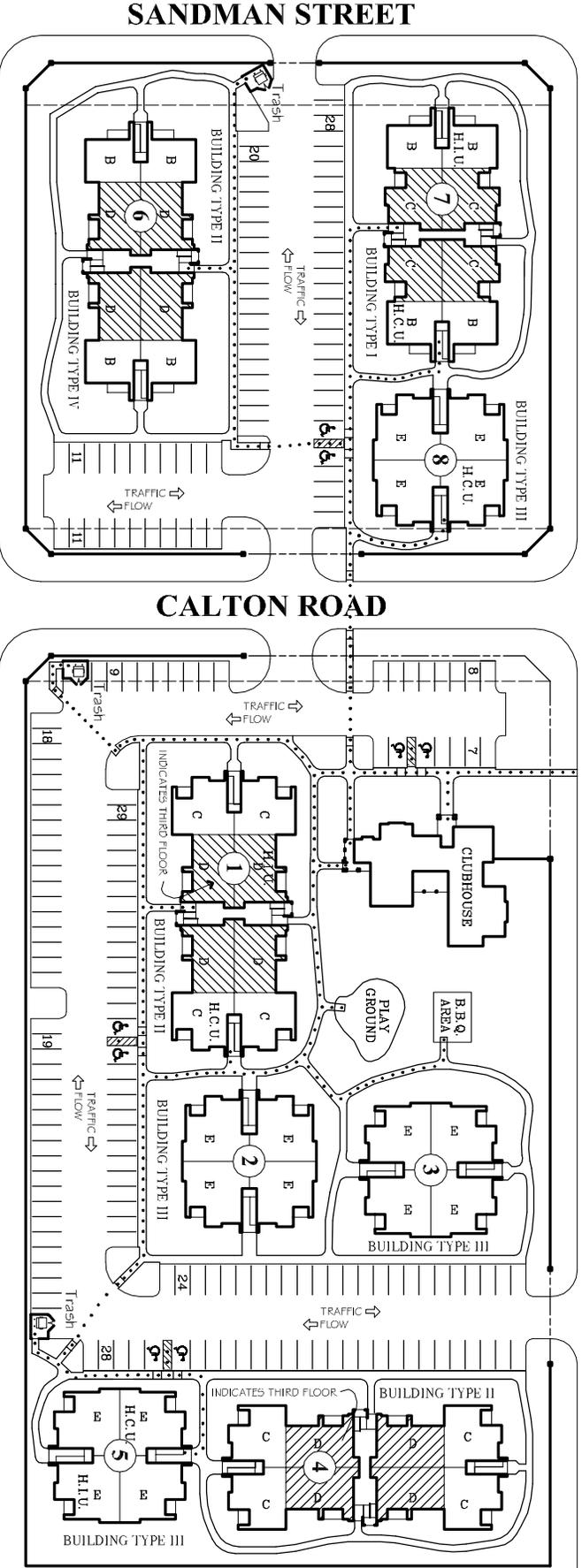
Stone Oaks
Laredo, Texas

Stabilized Operating Proforma

| Type | Type | Number | Bedrooms | Baths | Sf / Unit | Net Rentable SF | Tenant | Total Rent / Contrib | Rent / SF | Tnt Pd Util | Net Max |
|---------------|------|--------|----------|------------|-----------|-----------------|--------|----------------------|-----------|-------------|---------|
| 30%-PH | B | 2.00 | 1 | 1 | 760 | 1,520 | 125 | 250 | 0.16 | 60.00 | 222.00 |
| 50%-PH | B | 4.00 | 1 | 1 | 760 | 3,040 | 125 | 500 | 0.16 | 60.00 | 411.00 |
| 60% | B | 8.00 | 1 | 1 | 760 | 6,080 | 505 | 4,040 | 0.66 | 60.00 | 505.00 |
| Mkt | B | 2.00 | 1 | 1 | 760 | 1,520 | 650 | 1,300 | 0.86 | | |
| 30%-PH | C | 5.00 | 2 | 2 | 987 | 4,935 | 150 | 750 | 0.15 | 75.00 | 264.00 |
| 50%-PH | C | 8.00 | 2 | 2 | 987 | 7,896 | 150 | 1,200 | 0.15 | 75.00 | 490.00 |
| 60% | C | 13.00 | 2 | 2 | 987 | 12,831 | 603 | 7,839 | 0.61 | 75.00 | 603.00 |
| Mkt | C | 2.00 | 2 | 2 | 987 | 1,974 | 775 | 1,550 | 0.79 | | |
| 50% | C | 2.00 | 2 | 2 | 1035 | 2,070 | 490 | 980 | 0.47 | 75.00 | 490.00 |
| 60% | C | 30.00 | 2 | 2 | 1035 | 31,050 | 603 | 18,090 | 0.58 | 75.00 | 603.00 |
| Mkt | C | 4.00 | 2 | 2 | 1035 | 4,140 | 795 | 3,180 | 0.77 | | |
| 30%-PH | D | 3.00 | 3 | 2 | 1211 | 3,633 | 175 | 525 | 0.14 | 94.00 | 297.00 |
| 50%-PH | D | 6.00 | 3 | 2 | 1211 | 7,266 | 175 | 1,050 | 0.14 | 94.00 | 559.00 |
| 60% | D | 19.00 | 3 | 2 | 1211 | 23,009 | 689 | 13,091 | 0.57 | 94.00 | 689.00 |
| Mkt | D | 4.00 | 3 | 2 | 1211 | 4,844 | 895 | 3,580 | 0.74 | | |
| TOTAL: | | 112 | | AVG | 1,034 | 115,808 | | \$57,925 | \$0.50 | | |

The units above marked "PH" are dedicated public housing units. The tenants rent contribution is based on Housing Authority guidelines, typically 30% of income. The tenant rent shown above for the PH units is an average estimate and is not intended to reflect a firm "rental" amount. The income for the PH units is a combination of tenant rent contribution plus a monthly Operating Subsidy from the Housing Authority to cover operating expenses. The PH units operate at "breakeven" and do not support any debt payments.

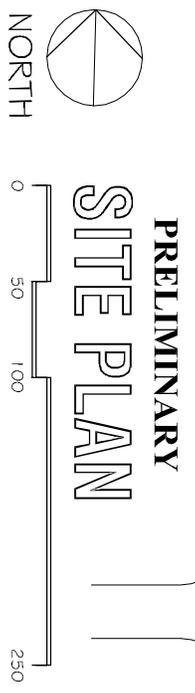
FOSTER AVENUE



SANDMAN STREET

CALTON ROAD

NARANJO AVENUE



**PRELIMINARY
SITE PLAN**

STONE OAKS APARTMENTS - LAREDO, TEXAS

| TYPE | NO. | NET AREA | TOTAL NET AREA | GROSS AREA | TOTAL GROSS AREA. |
|----------------------|-----|------------|----------------|------------|-------------------|
| B 1 BR / 1 BA | 16 | 760 S.F. | 12,160 S.F. | 845 S.F. | 13,520 S.F. |
| C 2 BR / 2 BA | 28 | 987 S.F. | 27,636 S.F. | 1,062 S.F. | 29,736 S.F. |
| D 2 BR / 2 BA | 36 | 1,035 S.F. | 37,260 S.F. | 1,120 S.F. | 40,320 S.F. |
| E 3 BR / 2 BA | 32 | 1,211 S.F. | 38,752 S.F. | 1,283 S.F. | 41,056 S.F. |

| | | | | | |
|--------------------|-----|--|--------------|--|--------------|
| TOTAL | 112 | | 115,808 S.F. | | 124,632 S.F. |
| COMMUNITY BUILDING | | | 3,065 S.F. | | 3,448 S.F. |

NOTE

- ALL BUILDINGS ON THIS SITE ARE OUT OF THE 100 YEAR FLOOD PLAIN.
- 5% OF THE UNITS WILL BE DESIGNED FOR PERSONS WITH MOBILITY DISABILITIES AND 2% WITH HEARING AND VISUAL IMPAIRMENTS.
- DRIVEWAYS / ACCESS POINTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF LAREDO.

LAND AREA: 5.8447 ACRES
 DENSITY: 19.162 UNITS PER ACRE

PARKING REQUIRED: 186 SPACES
 PARKING PROVIDED: 212 SPACES

BROWNSTONE
ARCHITECTS & PLANNERS
 6517 MAPLE RIDGE HOUSTON, TX 77081
 (713) 432-7727

RESOLUTION NO. 2014-R-022

SUPPORTING THE CONSTRUCTION OF A FOURTEEN MILLION FOUR HUNDRED THOUSAND DOLLAR (\$14,400,000) AFFORDABLE HOUSING PROJECT CONSISTING OF ONE HUNDRED TWELVE (112) UNITS PROPOSED TO BE DEVELOPED BY LAREDO HOUSING OPPORTUNITIES CORPORATION (LHOC) STONE OAKS APARTMENTS, LTD. AND TO BE LOCATED AT THE INTERSECTION OF EAST CALTON ROAD AND FOSTER AVENUE; AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH LHOC STONE OAKS APARTMENTS, LTD. TO PROVIDE A LOAN OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) TO ASSIST WITH THE CONSTRUCTION OF THE SAME. THE LOAN IS PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ALLOWING THE CITY TO MAKE LOANS PROMOTING ECONOMIC DEVELOPMENT THRU AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, as enumerated in Texas Local Government Code Sections 394.002 and 392.003, the Texas Legislature has found that affordable residential development promotes the public health, safety, morals, and welfare; relieves conditions of unemployment and encourages the increase of industry, commercial activity, and other economic development to reduce the adverse effects of unemployment; and

WHEREAS, as enumerated in Texas Government Code Sections 2306.001 and 2306.002, the Texas Legislature has found that the development of affordable housing contributes to the development and redevelopment of neighborhoods and communities and contributes to the development and diversification of the economy, the elimination of unemployment and underemployment and the development or expansion of commerce in the state of Texas; and

WHEREAS, Section 380 of the Texas Local Government Code requires the City of Laredo to pass a resolution indicating the City's desire to make loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City finds that supporting the development of an affordable housing complex through a \$1,500,000.00 loan from the City proposed to be developed by LHOC Stone Oaks Apartments, Ltd (the "Owner") and to be located at the intersection of East Calton Road and Foster Ave. in Laredo, Texas (the "Economic Development Project") will enable the City to promote economic development within the City and to improve economic welfare of the people of the State of Texas and the City of Laredo, as authorized in the Texas Local Government Code; and

WHEREAS, the City finds that supporting the Economic Development Project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of

the state in addition to the other desirable public purposes achieved through such development; and

WHEREAS, the City finds that construction of the Economic Development Project will stimulate economic development, business activity and commercial activity in the City through the facilitation of population growth due to the increase in the number of housing units to serve additional families desiring to move to the City; and

WHEREAS, the City finds that construction of the Economic Development Project will facilitate employment in the City by providing housing to employees who work in the City; and

WHEREAS, the City finds that construction of the Economic Development Project will increase the ad valorem and sales tax bases of the City from the development of the project and the increase in population resulting from the influx of individuals moving into the apartment complex; and

WHEREAS, the City finds that the promotion and stimulation of economic development and business activity and commercial activity promotes the welfare and best interests of the City; and

WHEREAS, by supporting the Economic Development Project through the loan contemplated herein, the City will provide substantial economic growth to the City by leveraging this \$1,500,000.00 loan to bring in excess of \$14,400,000.00 into the City's economy through the development and construction of the Economic Development Project.

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

1. The City hereby supports the Economic Development Project and adopts this resolution approving and authorizing the City Manager to enter into an Economic Development Agreement between the City of Laredo, Texas and LHOC Stone Oaks Apartments, Ltd. for the Economic Development Project. Such Economic Development Agreement will address the specific terms of the loan from the City of Laredo, Texas to LHOC Stone Oaks Apartments, Ltd. but will include a construction loan of \$1,500,000.00 for a term of five years at an interest rate no greater than 3.0%. This resolution is pursuant to Section 380 of the Texas Local Government Code.
2. Safeguards, Controls and Standards of Accountability The City hereby delegates to the City Manager, the authority to implement safeguards, controls and standards of accountability necessary to ensure that the proceeds of this loan for economic development purposes are utilized to promote the public purposes authorized by the Texas legislature and the City for economic development projects. The loan approved and authorized herein shall be subject to any such safeguards, controls and standards of accountability approved and adopted by the City Manager.

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

ATTEST:

CITY OF LAREDO, TEXAS

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL G. SALINAS
MAYOR

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

2014-R-21 Supporting the construction of a seventeen million, eight hundred thousand dollar (\$17,800,000.00) affordable housing project consisting of one hundred fifty two (152) units proposed to be developed by Brownstone Affordable Housing (BAH) Casa Verde Apartments, LTD., and to be located at 8600 Casa Verde Road, Laredo, Texas; and further authorizing the City Manager to enter into an agreement with BAH Casa Verde Apartments, LTD., to provide a loan of two million seventy thousand dollars (\$2,070,000.00) for the construction of the same. The loan is pursuant to the Texas Local Government Code allowing the City to make loans promoting economic development thru affordable housing development.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

BAH Casa Verde Apartments, LTD. proposes to develop a 152 unit affordable housing project to be located at 8600 Casa Verde Road. BAH is requesting that the City provide a \$2,070,000 construction loan to leverage in excess of \$17,800,000 for the construction of this affordable housing project.

The construction loan will consist of \$2,070,000 for a term of five years at an interest rate no greater than three percent (3%).

This loan is pursuant to Section 380 of the Texas Local Government code. This project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of the state in addition to the desirable effect of providing affordable housing.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

That this resolution be passed.

Attachments

Casa Verde Project Information

Resolution 2014-R-21

CASA VERDE APARTMENTS **DEVELOPMENT SUMMARY**

Casa Verde Apartments is a proposed 152 unit new construction garden-style apartment development for individuals and families. The development will be located on 7.9 acres on the east side of the 8600 block of Casa Verde and is close to convenient services such as schools, numerous restaurants, churches and shopping areas appropriate for residential properties.

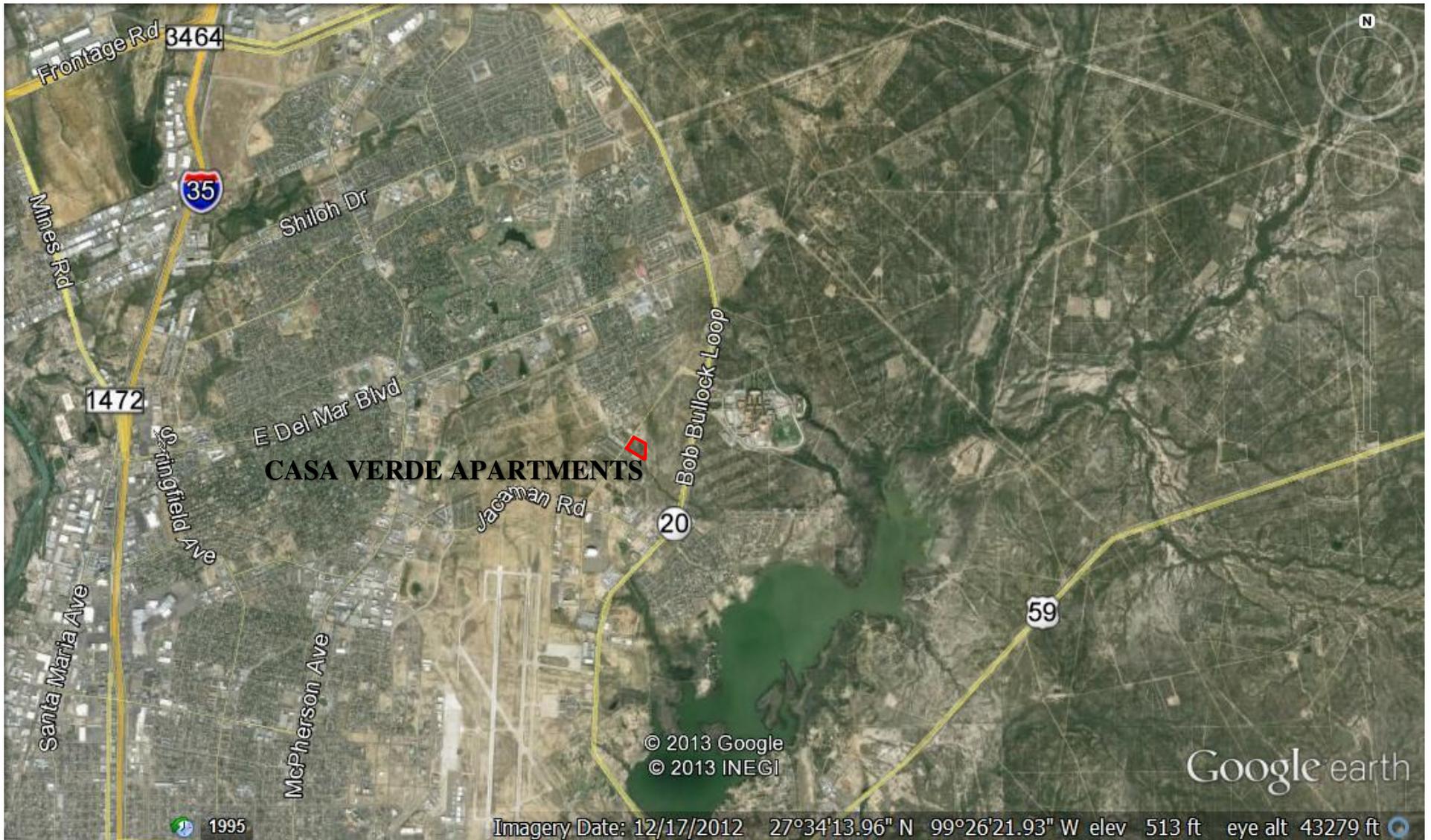
The proposed development contains a mix of one-, two- and three-bedroom apartments for individuals and families, and will serve a variety of income levels, including 30% Area Median Income ("AMI"), 50% AMI, 60% AMI as well as Market Rate (non-income restricted).

An application for Housing Tax Credits is being submitted to the Texas Department of Housing and Community Affairs in late February. An award of Housing Tax Credits will provide substantial equity funds needed to finance the new development. In accordance with requirements set forth in the Housing Tax Credit application, the development will offer an array of community amenities and resident services. The newly constructed apartments will have many energy efficiency features.

The Housing Tax Credit Program is a competitive selection program, and awards of tax credits are provided to the highest scoring applications in their regions. In order to receive an award of tax credits, applicants are required to obtain a commitment of development funding from a municipality or county. The amount of the commitment of development funding is determined by the population size of the community where the development is located. Laredo requires \$15,000 per low income unit. The loan amount for Casa Verde Apartments is \$2,070,000.00. The loan will be a short term loan backed by collateral that guarantees repayment of the loan.

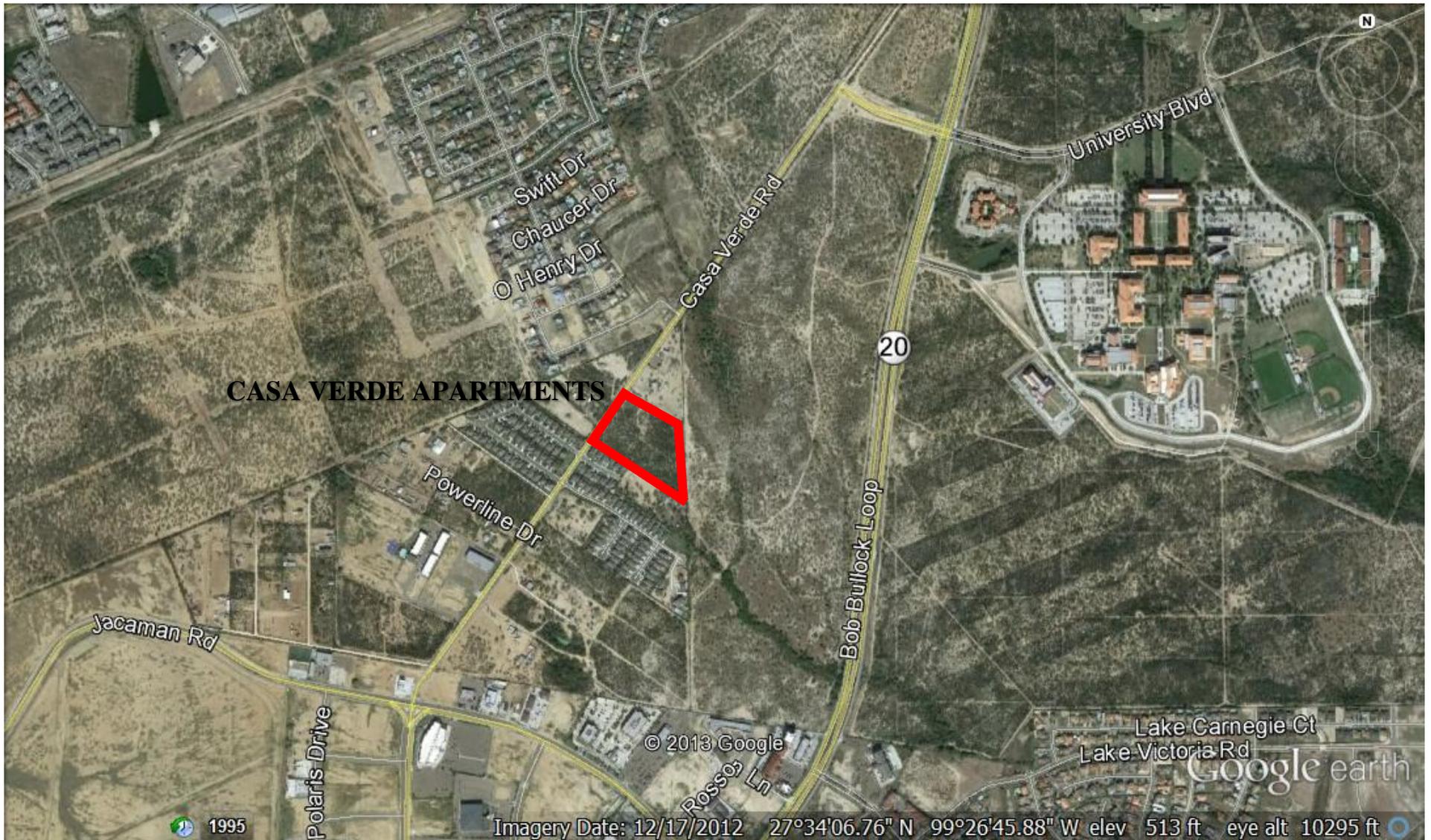
The proposed development would be co-owned by Crossroads Housing Development Corporation, a nonprofit corporation specializing in affordable housing, and Mr. Apolonio ("Nono") Flores. Mr. Flores and Brownstone Affordable Housing, Ltd. of Laredo and Houston will provide development services. The Brownstone companies will act as the Co-Developer and General Contractor. Mr. Flores and Brownstone together bring many years of expertise in the multifamily housing industry with specialization in affordable housing developments. Mr. Flores was born and raised in Laredo and is a Texas certified Historically Underutilized Business (HUB).

Documents accompanying this narrative include a schedule of rental and income levels for the Laredo area, a rent schedule showing the unit mix and set-asides, and a site plan of the proposed development and development location maps.



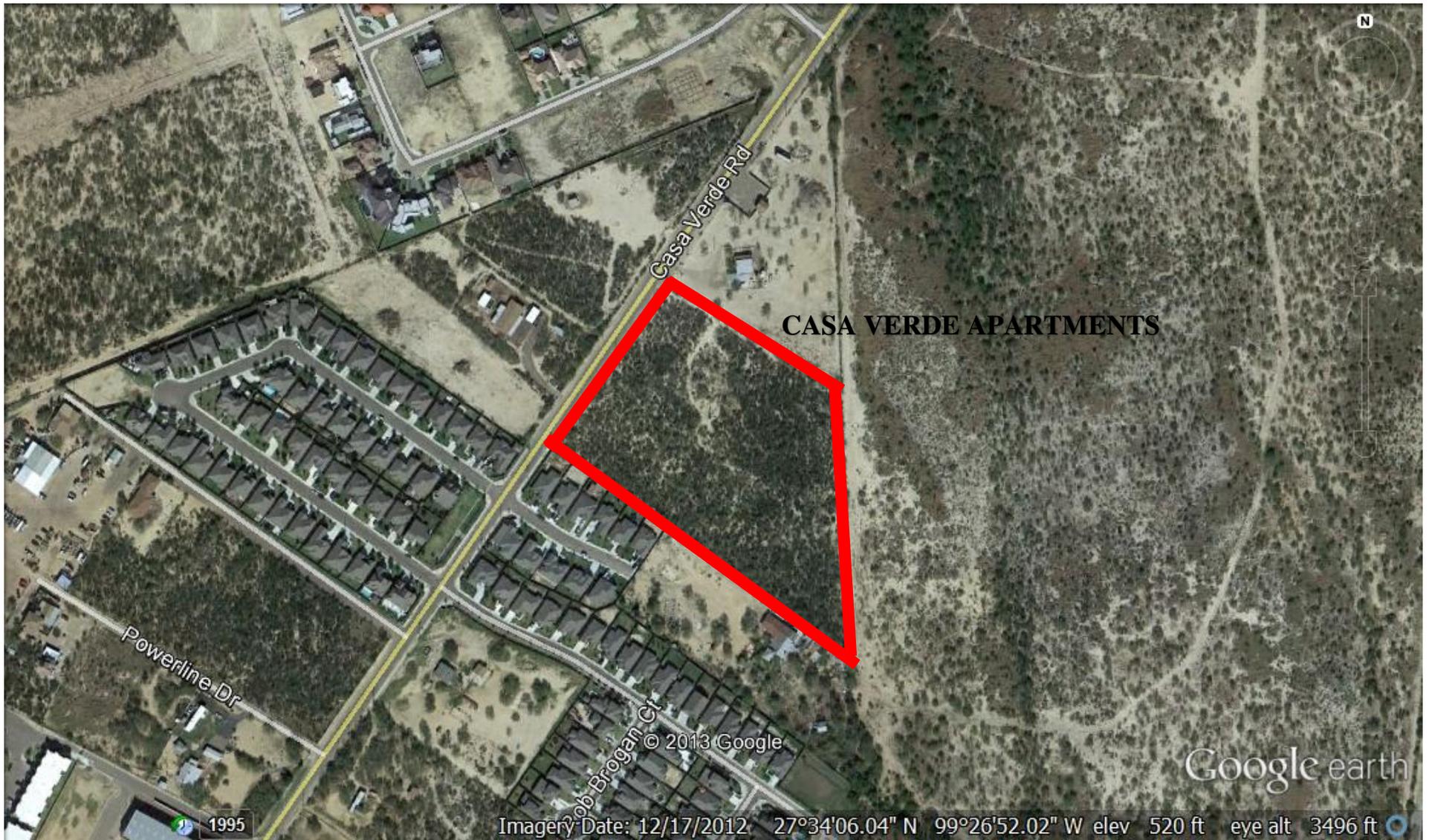
CASA VERDE APARTMENTS

EASTSIDE OF THE 8600 BLOCK OF CASA VERDE ROAD



CASA VERDE APARTMENTS

EASTSIDE OF THE 8600 BLOCK OF CASA VERDE ROAD



CASA VERDE APARTMENTS

EASTSIDE OF THE 8600 BLOCK OF CASA VERDE ROAD



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 12/18/2013)

Project:

Stone Oaks, Ana Lozano and Casa Verde

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Housing Trust Fund, the date of your LURA. For HOME or NSP, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice, Subaward Agreement Date. For Housing Trust Fund, select the date of your LURA. For HOME or NSP select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Webb

2014 Area Median Income: \$39,000

(2) Place:² Laredo

(3) Financing: 9% Housing Tax Credits

(4) Project PIS Date: On or After 2/1/2014

(5) Carryover / Determination Notice / Subaward Agreement Date: On or After 2/1/2014

INCOME LIMITS

| AMFI % | Number of Household Members | | | | | | | |
|--------|-----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 30 | \$ 10,560 | \$ 12,060 | \$ 13,560 | \$ 15,060 | \$ 16,290 | \$ 17,490 | \$ 18,690 | \$ 19,890 |
| 40 | \$ 14,080 | \$ 16,080 | \$ 18,080 | \$ 20,080 | \$ 21,720 | \$ 23,320 | \$ 24,920 | \$ 26,520 |
| 50 | \$ 17,600 | \$ 20,100 | \$ 22,600 | \$ 25,100 | \$ 27,150 | \$ 29,150 | \$ 31,150 | \$ 33,150 |
| 60 | \$ 21,120 | \$ 24,120 | \$ 27,120 | \$ 30,120 | \$ 32,580 | \$ 34,980 | \$ 37,380 | \$ 39,780 |
| 80 | \$ 28,160 | \$ 32,160 | \$ 36,160 | \$ 40,160 | \$ 43,440 | \$ 46,640 | \$ 49,840 | \$ 53,040 |
| 120 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

RENT LIMITS

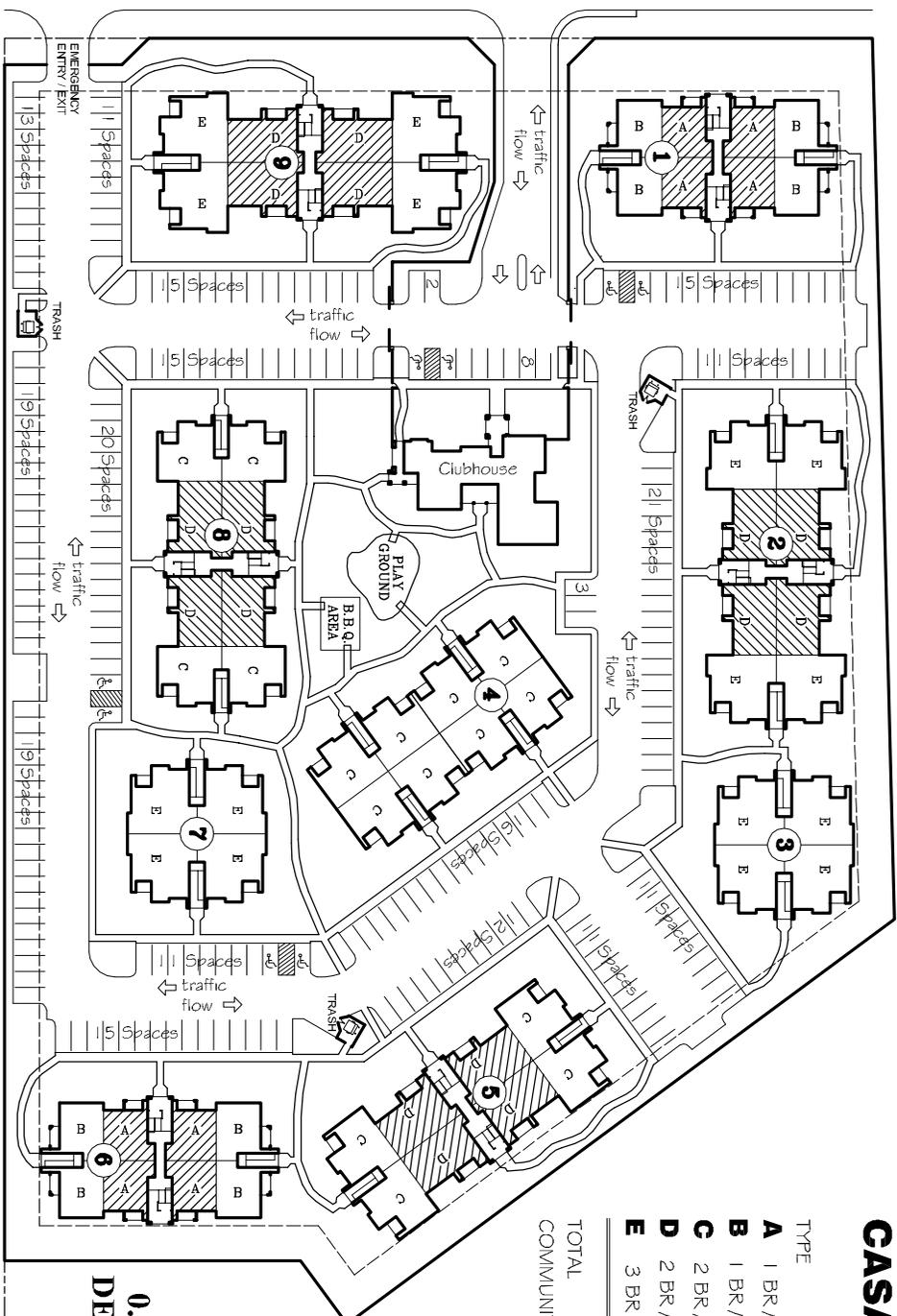
| AMFI % | Number of Bedrooms | | | | | |
|--------|--------------------|-------|-------|---------|---------|---------|
| | 0 | 1 | 2 | 3 | 4 | 5 |
| 30 | \$264 | \$282 | \$339 | \$391 | \$437 | \$482 |
| 40 | \$352 | \$377 | \$452 | \$522 | \$583 | \$643 |
| 50 | \$440 | \$471 | \$565 | \$653 | \$728 | \$803 |
| 60 | \$528 | \$565 | \$678 | \$783 | \$874 | \$964 |
| 65 | | | | | | |
| 80 | \$704 | \$754 | \$904 | \$1,045 | \$1,166 | \$1,286 |

1. This information is being provided to assist in the determining the rents and incomes applicable given a set of assumptions you select. You are encouraged to independently verify the results or contact the Department if you have concerns.
2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.
3. The Carryover / Determination Notice / Subaward Agreement Date field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants.
4. The 2014 Housing Tax Credit income limits are effective 12/18/2013. The 2013 NSP income limits are effective 12/11/2012. The Community Planning Division (CPD) of HUD released the 2013 HOME Program income limits on 2/14/2013. The most recent HOME Program Rent Limits released by CPD 5/2/2013 (and subsequently revised by CPD 12/10/2013 for immediate implementation) are effective for all new leases and lease renewals after 5/31/2013.
5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP, income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

Casa Verde
Laredo, Texas

| Stabilized Operating Proforma | | | | | | | | | | |
|-------------------------------|--------|----------|------------|-----------|-----------------|----------|------------|-----------|-------------|---------|
| Type | Number | Bedrooms | Baths | Sf / Unit | Net Rentable SF | Net Rent | Total Rent | Rent / SF | Tnt Pd Util | Net Max |
| 30% | 5.00 | 1 | 1 | 750 | 3,750 | 222 | 1,110 | 0.30 | 60.00 | 222.00 |
| 50% | 7.00 | 1 | 1 | 750 | 5,250 | 411 | 2,877 | 0.55 | 60.00 | 411.00 |
| 60% | 24.00 | 1 | 1 | 750 | 18,000 | 505 | 12,120 | 0.67 | 60.00 | 505.00 |
| Mkt | 4.00 | 1 | 1 | 750 | 3,000 | 700 | 2,800 | 0.93 | 60.00 | |
| 30% | 5.00 | 2 | 2 | 980 | 4,900 | 264 | 1,320 | 0.27 | 75.00 | 264.00 |
| 50% | 9.00 | 2 | 2 | 980 | 8,820 | 490 | 4,410 | 0.50 | 75.00 | 490.00 |
| 60% | 16.00 | 2 | 2 | 980 | 15,680 | 603 | 9,648 | 0.62 | 75.00 | 603.00 |
| Mkt | 2.00 | 2 | 2 | 980 | 1,960 | 850 | 1,700 | 0.87 | 75.00 | |
| 50% | 6.00 | 2 | 2 | 1015 | 6,090 | 490 | 2,940 | 0.48 | 75.00 | 490.00 |
| 60% | 38.00 | 2 | 2 | 1015 | 38,570 | 603 | 22,914 | 0.59 | 75.00 | 603.00 |
| Mkt | 4.00 | 2 | 2 | 1015 | 4,060 | 875 | 3,500 | 0.86 | 75.00 | |
| 30% | 4.00 | 3 | 2 | 1214 | 4,856 | 297 | 1,188 | 0.24 | 94.00 | 297.00 |
| 50% | 6.00 | 3 | 2 | 1214 | 7,284 | 559 | 3,354 | 0.46 | 94.00 | 559.00 |
| 60% | 18.00 | 3 | 2 | 1214 | 21,852 | 689 | 12,402 | 0.57 | 94.00 | 689.00 |
| Mkt | 4.00 | 3 | 2 | 1214 | 4,856 | 995 | 3,980 | 0.82 | 94.00 | |
| TOTAL: | 152 | | AVG | 980 | 148,928 | | \$86,263 | \$0.58 | | |

CASA VERDE ROAD



CASA VERDE ROAD APARTMENTS - LAREDO, TEXAS

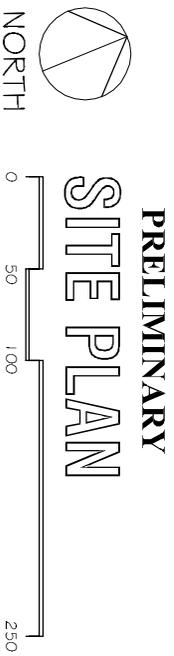
| TYPE | NO. | NET AREA | TOTAL NET AREA | GROSS AREA | TOTAL GROSS AREA |
|---------------------------|-----|------------|----------------|------------|------------------|
| A 1 BR / 1 BA | 24 | 754 S.F. | 18,096 S.F. | 829 S.F. | 19,896 S.F. |
| B 1 BR / 1 BA | 16 | 760 S.F. | 12,160 S.F. | 845 S.F. | 13,520 S.F. |
| C 2 BR / 2 BA | 32 | 987 S.F. | 32,584 S.F. | 1,062 S.F. | 33,984 S.F. |
| D 2 BR / 2 BA | 48 | 1,035 S.F. | 49,680 S.F. | 1,120 S.F. | 53,760 S.F. |
| E 3 BR / 2 BA | 32 | 1,211 S.F. | 38,752 S.F. | 1,283 S.F. | 41,056 S.F. |
| TOTAL | 152 | | 151,272 S.F. | | 162,216 S.F. |
| COMMUNITY BUILDING | | | 3,091 S.F. | | 3,824 S.F. |

NOTE

- ALL BUILDINGS ON THIS SITE ARE OUT OF THE 100 YEAR FLOOD PLAN.
- 5% OF THE UNITS WILL BE DESIGNED FOR PERSONS WITH MOBILITY DISABILITIES AND 2% WITH HEARING AND VISUAL IMPAIRMENTS.
- DRIVEWAYS / ACCESS POINTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF LAREDO.

LAND AREA: 7.9 ACRES
 DENSITY: 19.24 UNITS PER ACRE
 PARKING REQUIRED: 246 SPACES
 PARKING PROVIDED: 248 SPACES

**0.5 ACRES
 DETENTION**



**PRELIMINARY
 SITE PLAN**

**BROWNSTONE
 ARCHITECTS & PLANNERS**
 6517 MAPLERIDGE HOUSTON, TX 77081
 (713) 432-7727

RESOLUTION NO. 2014-R-21

SUPPORTING THE CONSTRUCTION OF A SEVENTEEN MILLION, EIGHT HUNDRED THOUSAND DOLLAR (\$17,800,000) AFFORDABLE HOUSING PROJECT CONSISTING OF ONE HUNDRED FIFTY TWO (152) UNITS PROPOSED TO BE DEVELOPED BY BROWNSTONE AFFORDABLE HOUSING (BAH) CASA VERDE APARTMENTS, LTD AND TO BE LOCATED AT 8600 CASA VERDE ROAD, LAREDO, TEXAS; AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BAH CASA VERDE APARTMENTS, LTD TO PROVIDE A LOAN OF TWO MILLION SEVENTY THOUSAND DOLLARS (\$2,070,000) FOR THE CONSTRUCTION OF THE SAME. THE LOAN IS PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ALLOWING THE CITY TO MAKE LOANS PROMOTING ECONOMIC DEVELOPMENT THRU AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, as enumerated in Texas Local Government Code Sections 394.002 and 392.003, the Texas Legislature has found that affordable residential development promotes the public health, safety, morals, and welfare; relieves conditions of unemployment and encourages the increase of industry, commercial activity, and other economic development to reduce the adverse effects of unemployment; and

WHEREAS, as enumerated in Texas Government Code Sections 2306.001 and 2306.002, the Texas Legislature has found that the development of affordable housing contributes to the development and redevelopment of neighborhoods and communities and contributes to the development and diversification of the economy, the elimination of unemployment and underemployment and the development or expansion of commerce in the state of Texas; and

WHEREAS, Section 380 of the Texas Local Government Code requires the City of Laredo to pass a resolution indicating the City's desire to make loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City finds that supporting the development of an affordable housing complex through a \$2,070,000.00 loan from the City proposed to be developed by BAH Casa Verde Apartments, Ltd (the "Owner") and to be located in the 8600 block of Casa Verde Rd., Laredo, Texas (the "Economic Development Project") will enable the City to promote economic development within the City and to improve economic welfare of the people of the State of Texas and the City of Laredo, as authorized in the Texas Local Government Code; and

WHEREAS, the City finds that supporting the Economic Development Project is consistent with the goals and intent of the Texas Legislature in promoting the development of affordable housing to achieve the public purpose of stimulating the economy and commerce of

the state in addition to the other desirable public purposes achieved through such development; and

WHEREAS, the City finds that construction of the Economic Development Project will stimulate economic development, business activity and commercial activity in the City through the facilitation of population growth due to the increase in the number of housing units to serve additional families desiring to move to the City; and

WHEREAS, the City finds that construction of the Economic Development Project will facilitate employment in the City by providing housing to employees who work in the City; and

WHEREAS, the City finds that construction of the Economic Development Project will increase the ad valorem and sales tax bases of the City from the development of the project and the increase in population resulting from the influx of individuals moving into the apartment complex; and

WHEREAS, the City finds that the promotion and stimulation of economic development and business activity and commercial activity promotes the welfare and best interests of the City; and

WHEREAS, by supporting the Economic Development Project through the loan contemplated herein, the City will provide substantial economic growth to the City by leveraging this \$2,070,000.00 loan to bring in excess of \$17,800,000.00 into the City's economy through the development and construction of the Economic Development Project.

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

1. The City hereby supports the Economic Development Project and adopts this resolution approving and authorizing the City Manager to enter into an Economic Development Agreement between the City of Laredo, Texas and BAH Casa Verde Apartments, Ltd. for the Economic Development Project. Such Economic Development Agreement will address the specific terms of the loan from the City of Laredo, Texas to, BAH Casa Verde Apartments, Ltd., but will include a construction loan of \$2,070,000.00 for a term of five years at an interest rate no greater than 3.0%. This resolution is pursuant to Section 380 of the Texas Local Government Code.
2. Safeguards, Controls and Standards of Accountability The City hereby delegates to the City Manager, the authority to implement safeguards, controls and standards of accountability necessary to ensure that the proceeds of this loan for economic development purposes are utilized to promote the public purposes authorized by the Texas legislature and the City for economic development projects. The loan approved and authorized herein shall be subject to any such safeguards, controls and standards of accountability approved and adopted by the City Manager.

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

ATTEST:

CITY OF LAREDO, TEXAS

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL G. SALINAS
MAYOR

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Authorizing the City Manager to ratify nine (9) months of the continuation lease agreement between the City of Laredo and VIGSA, LTD and approval of the remaining term of the contract to allow the City of Laredo to continue to operate on the property located on 3806 South Highway 83, Riverhills Commercial Center, Suite 300 situated in Laredo, Texas 78040 for the City of Laredo Health Department Women, Infants and Children (WIC) and Health Promotion Programs. The term of the agreement shall be for five (5) years beginning April 17, 2013, through April 16, 2018. Funding for the base rate of \$110,867.40 per year is available through the Health Department Budget and the agreement is contingent on the availability of funds.

PREVIOUS COUNCIL ACTION

Council approved motion on March 21, 2011.

BACKGROUND

The Women, Infants and Children (WIC) and Health Promotion Programs of the City of Laredo Health Department currently operate and provide services from eight sites located throughout Webb County and provide an array of services including eligibility, certification, nutrition education, counseling, immunizations, food supplement voucher distribution, and numerous other health promotion services.

The agreement with VIGSA, LTD is the first extended term from the original contract, extending the lease agreement for a period of sixty (60) months through April 16, 2018 to allow the City of Laredo Health Department WIC clinic to utilize 6,285 square feet of rentable floor space at the Riverhills Shopping Center located at 3806 South Highway 83, Suite 400 in Laredo Texas. Annual base rent for the first year of the agreement is a total of \$110,867.40.

The amendment also details the option to extend the first extended term for one (1) additional period of three (3) years through written consent ninety (90) days prior to the end of the first term extension.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Health Dept. - WIC
Account #: 226-6008-543-3710
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding available through WIC Program account 226-6008-543-3710. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Initiated By: Marco Gutierrez

Staff Source: Tomas M. Rodriguez, Jr., P.E., Utilities Director

SUBJECT

Consideration for acceptance and release of remaining retainage in the amount of \$26,060.00, final payment in the amount of \$216,345.42 for a total amount of \$242,405.42 and approval of change order No. 1 to QroMex Construction Co., of Granite Shoal Texas, for Loop 20 Embarcadero Subdivision Sanitary Sewer Crossing (Bore) Project. Funding is available in the 2010 Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

City Council approved an agreement with Fasken LTD on May 30, 1998. City Council approved on 11/17/08 to award a construction contract to Sendero Industries, LLC, Houston, Texas. On June 22, 2009 City Council approved to cancel the contract with Sendero Industries, LLC, Houston Texas, and to rebid the project for the construction of one sewer crossings on Loop 20 Embarcadero Subdivision.5/6/13 City Council awarded a construction contract to QroMex Construction Co.

BACKGROUND

The Bid consists of one bore and encasement of approximately 473 LF of 12” diameter sanitary sewer main in steel casing with related traffic control, manholes installation. The lowest bid was received at \$737,545.42.

And the Contractor requested an additional 90 calendar days to compensate for a change in their critical path for the project,Funding is available in the 2010 Revenue Bond.

| Description | Contract Amount | Calendar Days |
|-------------------|-----------------|---------------|
| Original Amount | \$737,545.42 | 90 |
| Change order no 1 | 0 | 90 |
| Revised Contract | \$737,545.42 | 180 |

COMMITTEE RECOMMENDATION

Operations Committee
Finance Committee

STAFF RECOMMENDATION

Recommend approval of Motion

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2010 Sewer Revenue Bond
Account #: 559-4284-538-0363
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2010 Sewer Revenue Bonds account number 559-4284-538-0363.

Attachments

Embarcadero bore 608

Project: **EMBARCADERO SUBDIVISION- LOOP 20 SANITARY SEWER CROSSING**

Contractor: QROMEX CONSTRUCTION CO., INC
2801 Praire Creek Road
Granite Shoals, Tx 78654

You are hereby requested to comply with the following changes from the contract plans and specifications.
This change order does not increase or decrease the Contract Amount.

| ITEM No. | DESCRIPTION |
|----------|-------------|
| | |
| | |

| | | | |
|----------------------------------|----------------------------|-------------------------|---------------------------------|
| Original Contract: | \$737,545.42 | Original Contract Time: | <u>90</u> Calendar Days |
| Total Increase | \$0.00 | Contract time for | |
| Total Decrease: | \$0.00 | change Orders: | <u>90</u> Calendar Days |
| Current contract amount : | <u>\$737,545.42</u> | Current contract time | <u>180</u> Calendar Days |

Justification: Additional contract time is needed due to differing site conditions including rock and high PI soils, along unusual flooding related to adjacent creek overtopping the creek bank, significantly affecting the contractor's schedule

Requested by:

Arturo Rubio
Qromex Construction Co.

Gloria Perez Saavedra, P.E.
City of Laredo Utilities Department

Approved by: Date: _____

Approved by: Date: _____

Carlos Villarreal
City Manager

Tomas M. Rodriguez, Jr., P.E.
Director of Utilities Department

Approved by: Date: _____

Approved by: Date: _____

Gustavo Guevara
City Secretary

Raul Casso
City Attorney

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Riazul I. Mia, Environmental Director

SUBJECT

Consideration to award a construction contract to the lowest bidder, AZAR Services, L.L.C., Laredo, Texas, in the base bid amount of \$588,305.70, less alternative No. 1, and deduct items 3 and 4 for a net bid of \$424,245.70 for the Upper Zacate Creek Soccer Complex with a construction contract time of one hundred fifty (150) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. Funding is available in the 2006 C.O. Bond, 2007 C.O. Bond, 2008 C.O. Bond, Environmental Services Stormwater and Environmental Services fund 2007 C.O.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo Upper Zacate Creek Drainage and Site Improvements proposes to establish 2 full size soccer fields, 1 practice soccer field, and walking trail. The soccer fields will double as 5 full sized flag football fields. This project will consist of subgrade preparation, excavation and embankment, import fill, irrigation, asphalt, flex base, land clearing, storm water improvements and SW3P.

Plans and specifications were prepared by Crane Engineering Corporation, Laredo, Texas.

Two (2) bids were received at the City Secretary’s Office at 3:00 P.M. on Tuesday, January 7, 2014, and publicly opened, read, and taken under advisement on Wednesday, January 8, 2014, at 11:00 A.M. as follows:

| | | |
|---------------------|--------------------------------------|---|
| Contractor (Bidder) | Azar Services, LLC. Laredo, Texas | Vision Construction Company Laredo, Texas |
| Base Bid | \$588,305.70 | \$718,169.09 |

| | | |
|---|--------------|--------------|
| Alternate No. 1 (Deduct Item No. 3 (6" Flexible Base) and Item No. 4 (1 1/2" asphalt)) | \$164,060.00 | \$133,861.00 |
| Net Bid | \$424,245.70 | \$584,308.09 |

The bid and bid bonds for Azar Services, LLC., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the base bid amount of \$588,305.70 less alternative no. 1 to deduct items 3 and 4 for a net bid of \$424,245.70 to the lowest bidder Azar Services, LLC., Laredo, Texas.

Bid submitted by Azar Services, LLC., herewith attached.

Construction contract time is one hundred fifty (150) calendar days after notice to proceed is issued. Completion date for the project is scheduled for August 2014.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2006 CO
Account #: 461-9852-535-4824
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$16,684

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2007 CO
Account #: 462-9852-535-4824
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$8,375

Fiscal Year: 2014

Budgeted Y/N?: Y
Source of Funds: 2008 CO
Account #: 463-9852-535-4824
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
\$61,367

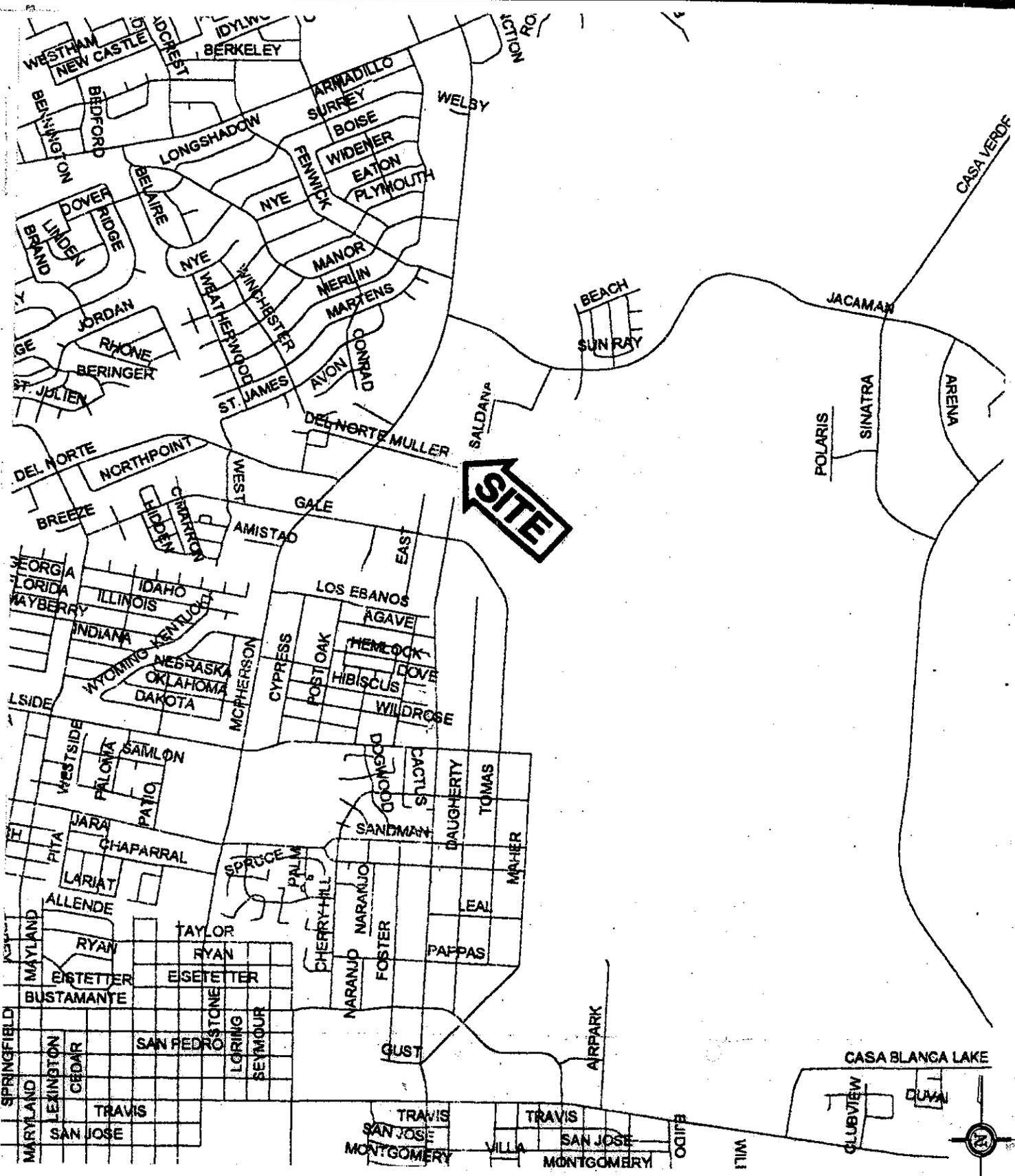
Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Environmental 2007 CO
Account #: 249-3891-545-9527
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
\$226,973.16

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Environmental Stormwater
Account #: 249-3870-545-9527
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
\$9,543

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2010 CO
Account #: 466-9822-535-4773
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
\$101,303.54

Attachments

Site Map and Construction Contract submitted by Azar Services, LLC.



**CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO THE
LOWEST BIDDER FOR THE UPPER ZACATE CREEK SOCCER COMPLEX**

City Council Meeting
February 3, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7495

AGENDA ITEM

**SECTION A-5
PROPOSAL**

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: Anar Services, LLC
Contractor

Address: 201 W. Hillside #23
Laredo, TX. 78041

Phone: 956-717-0023

Fax: 956-717-0024

Project: "City of Laredo Upper Zacate Creek Drainage and Site Improvements"

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: BR 12/20/13

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date): BR 1/7/14

Wage Determination: BR 1/7/14

Labor Provisions: BR 1/7/14

Affirmative Action Program: BR 1/7/14



December 20, 2013

ADDENDUM No.1

RE: City of Laredo- Upper Zacate Creek Drainage and Site Improvements

All contractors, holders of plans and specifications and all interested parties to the referenced project are hereby notified of the following revisions to the plans and/or specifications of the above referenced project:

Construction Plan Clarifications:

- (1) **Contractor to compact all fill and sub grade material as per plans.**
Fill material for the trails, fields, and berm upgrade are to be compacted as per plans. Fill under any rip-rap and outfall is to be compacted in 10" maximum lifts to 95% compaction at optimum moisture with a tolerance of 0% to +4%.
- (2) **Contractor to provide vegetative water for all hydromulch until the irrigation system is complete.**
Vegetative watering for hydromulch is to be furnished by the contractor until the irrigation system and hydromulch are complete and the City accepts the irrigation system, at which time the City will setup a permanent meter and will take over the responsibilities of watering the hydromulch. However, if any portion of the hydromulch does not produce vegetation, it will remain the responsibility of the contractor to revegetate and irrigate these areas.

Specification Manual Clarifications:

- (1) **DIVISION A - Proposal Form**
In the Bid Schedule, Item #5 of Alternate #1 should have the quantity of 3,100 SF replaced with the correct quantity of 72,675 SF.
- (1) **DIVISION C - Control of Work and Materials Section C-6.08**
City of Laredo through its consultant, Crane Engineering, will provide construction stakes and cut sheets as necessary for this project.

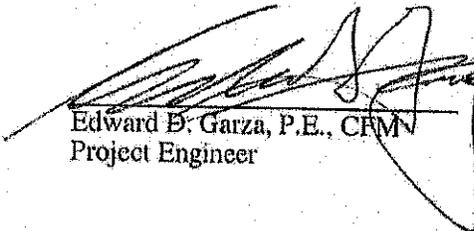
Pre-Bid Agenda Clarifications:

- (1) **Time of Completion**
The time of completion for this project will be 150 calendar days, as stated in the Specification Manual.

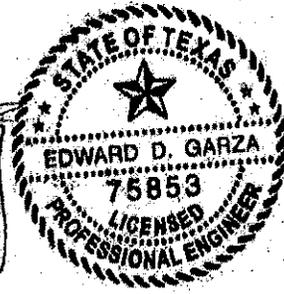
Addendum No. 1 is being submitted to all contractors, holders of plans and specifications, plan rooms, and all interested parties to the project and acknowledgment of same is required on the proposal forms. Bids remain due on January 7, 2014 at 3 p.m.

Recommended By:

CRANE ENGINEERING CORP.
Firm # F-3353



Edward D. Garza, P.E., CFM
Project Engineer



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

Project: "City of Laredo Upper Zacate Creek Drainage and Site Improvements"

- I. Are you registered to do business with the City of Laredo? Yes No
- II. If you are registered to do business with the City of Laredo, have you completed the Traffic Management Safety Course offered through the City of Laredo?
 Yes Date of completion ___/___/___
 No *Hugo Seca Civil Engineer is part of our team*

III. Statement of Qualifications & References: (Similar Projects Completed by Bidder)

- 1. Name of Project: *Vista del Rio @ Riverhill*
Value of Contract: *\$1,630,737.00*
Date Completed: *12/6/2013*
- 2. Name of Project: *U.P.S. Distribution*
Value of Contract: *\$247,488.00*
Date Completed: *11/15/2013*
- 3. Name of Project: *Ed-Sal Gamos*
Value of Contract: *\$949,888.00*
Date Completed: *12/15/2012*

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

Luis Herrera - 3 years
Hugo Seca - 10 years

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

NOTE: **TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.**

Financial Statements
of
Azar Services, LLC
For the Period Ended
31-Dec-13

Azar Services, LLC
Statement of Assets, Liabilities &
Members' Capital-Income
as of 12-31-13

Assets

Current Assets

| | |
|------------------------|-----------------|
| Cash in Bank-Commerce | \$ 15,365.01 |
| Cash in Bank-LFCU | 1,227.39 |
| Cash in Bank-Compass | 3,798.14 |
| CD-Commerce | 10,186.14 |
| Accts Receivable-Trade | 734,470.21 |
| A/R-Vision | 8,738.65 |
| A/R-Azar Builders | 296,426.12 |
| A/R-Balt Ramos, Inc. | 54,620.87 |
| A/R-Employees | <u>4,250.00</u> |

Total Current Assets \$ 1,129,082.53

Fixed Assets

| | |
|--------------------------|-----------------------|
| Company Vehicles | 598,493.07 |
| Equipment & Machinery | 939,648.11 |
| Office Equipment | 883.86 |
| Accumulated Depreciation | <u>(1,296,047.09)</u> |

Total Fixed Assets 242,977.95

Other Assets

| | |
|-------------------|-----------|
| Prepaid Insurance | 16,569.84 |
|-------------------|-----------|

Total Assets \$ 1,388,630.32

Azar Services, LLC
Statement of Asset, Liabilities &
Members' Capital-Income
as of 12-31-13

Liabilities and Members' Capital

Current Liabilities

| | |
|--|------------|
| Accounts Payable | 485,763.42 |
| Sales Tax Payable | 319.69 |
| #941 Liab. | 20,516.14 |
| Suta Payable | 176.89 |
| W/C Payable | 8,591.81 |
| Bank Line of Credit Payable | 20,000.00 |
| N/P - Commerce Bank - (loan on vehicles) | 75,000.00 |
| Notes Payable-CAT Finance | 48,941.78 |
| Notes Payable-Spikes | 12,336.32 |
| Notes Payable-Tony Ramos | 500.00 |
| Notes Payable-Robert Martin | 50,000.00 |
| Members Loans-Balt Ramos | 35,000.00 |
| Members Loans-Ricardo Ramos | 310,306.67 |

Total Current Liabilities \$ 1,067,452.72

Long Term Liabilities

| | |
|---------------------------------|------------|
| Notes Payable-Commerce Bank | 5,686.04 |
| Notes Payable-John Deere Credit | 26,523.22 |
| Notes Payable-Compass Bank | 39,457.55 |
| Notes Payable-Ally | 35,620.86 |
| Notes Payable-Ford Motor Credit | 196,327.94 |
| Notes Payable-CAT Finance | 53,188.30 |
| Notes Payable-Well Fargo | 55,323.50 |

Total Long Term Liabilities 412,127.41

Total Liabilities \$ 1,479,580.13

Member's Capital

| | |
|------------------------------|--------------|
| Member Capital-Balt Ramos | (553,132.91) |
| Member Capital-Ricardo Ramos | (92,622.15) |
| Current Income (Loss) | 554,805.25 |

Total Members' Capital (90,949.81)

Total Liabilities & Members' Capital \$ 1,388,630.32

Azar Services, LLC
Statement of Revenues & Expenses
For the Period Ended 12-31-13

| | 12 Months Ended 12/31/2013 | Pct |
|-----------------------------------|-------------------------------|----------------------|
| Revenue | | |
| Rental Income | 207,657.44 | 3.43% |
| Utility Construction | 1,971,668.40 | 32.60% |
| Construction/Installations Income | 2,258,234.53 | 37.34% |
| Maintenance Services Income | 1,582,264.23 | 26.16% |
| Other Income | 28,721.76 | 0.47% |
| Total Revenue | \$ 6,048,546.36 | 100% |
| Cost of Sales | | |
| Cost of Service | 4,974,797.49 | 82.25% |
| Total Cost of Sales | 4,974,797.49 | 82.25% |
| Gross Profit | \$ 1,073,748.87 | 17.75% profit margin |
| Operating Expenses | | |
| Accounting | 9,270.00 | 1.31% |
| Advertising | 672.95 | 0.09% |
| Auto & Truck Expenses | 400.00 | 0.06% |
| Bank Charges | 7,048.84 | 0.99% |
| Computer Expenses | 5,067.88 | 0.72% |
| Dues & Subscriptions | 1,600.67 | 0.23% |
| Donations | 18,462.87 | 2.61% |
| Entertainment & Meals | 26,232.72 | 3.70% |
| Guaranteed Payments to Members | 11,900.00 | 1.68% |
| Insurance | 1,337.77 | 0.19% |
| Lab Work | 3,910.00 | 0.55% |
| Late Fees | 16,108.15 | 2.27% |
| Legal & Professional | 304,942.00 | 43.03% |
| Miscellaneous | 9,157.76 | 1.29% |
| Office Expense | 12,365.40 | 1.74% |
| Postage | 5,094.78 | 0.72% |
| Rent | 44,898.12 | 6.33% |
| Salaries & Wages | 164,536.00 | 23.22% |
| Taxes-Payroll (#941,940,suta) | 12,954.24 | 1.83% |
| Heavy Hiway Veh.Tax | 550.00 | 0.08% |
| Property Taxes | 4,098.42 | 0.58% |
| Telephone | 23,804.46 | 3.36% |

| | | |
|------------------|----------|-------|
| Travel | 6,325.86 | 0.89% |
| Uniforms Expense | 8,478.51 | 1.20% |
| Utilities | 9,528.47 | 1.34% |

| | | |
|-------------------------|---------------|--------|
| Total Operating Expense | \$ 708,745.87 | 11.72% |
|-------------------------|---------------|--------|

| | | |
|---|---------------|-------|
| Income (Loss) Before Extra Ordinary Items | \$ 365,003.00 | 6.03% |
|---|---------------|-------|

Other Income (Expense)

| | |
|----------------------------|-------------|
| Interest Expense | (44,860.06) |
| Franchise Tax (refund) | 20,250.53 |
| Penalties/Fees | (30,549.80) |
| Other Expense | (8,000.00) |
| Other Income | 33,134.63 |
| Gain on disposal of assets | 220,096.95 |

| | |
|------------------------------------|---------------|
| Total Other Income & Other Expense | \$ 190,072.25 |
|------------------------------------|---------------|

| | |
|--------------------------|----------------------|
| Net Income (Loss) | \$ 555,075.25 |
|--------------------------|----------------------|

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MEMBER INTERNATIONAL BANCSHARES CORPORATION / FDIC

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

No. 021022222

AZAR SERVICES LLC

REMITTER

January 07, 2014
DATE

PAY TO THE
ORDER OF CITY OF LAREDO

****\$29,415.28

Twenty-Nine Thousand Four Hundred Fifteen and 28/100ths Dollars

Memo: RUBBER ZAGATE CREEK SOCCER FIELD

Issued By: Mireya Magallanes

CASHIER'S CHECK



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈021022222⑈ ⑆1114909903⑆ 71706101⑈

STATEMENT OF MATERIALS AND OTHER CHARGES

7

PROJECT: City of Laredo Upper Zacate Creek Drainage and Site Improvements

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 257,280.00

ALL OTHER CHARGES:

\$ 331,025.70

*TOTAL:

\$ 588,305.70

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

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

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

CITY OF LAREDO
UPPER ZACATE CREEK DRAINAGE & SITE IMPROVEMENTS
BID SCHEDULE

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|--------------------------------------|---|--------------------|------|-----------------------|---------------------------|
| I. 10' Trail (7,250LF) | | | | | |
| 1 | Clearing and Grubbing, complete at <i>one hundred fifty dollars and zero cents</i> _____ per unit. | 1 | AC | \$ 950.00 | \$ 950.00 |
| 2 | Subgrade Preparation, complete at <i>two dollars and seventy five cents</i> _____ per unit. | 9,700 | SY | \$ 2.75 | \$ 26,675.00 |
| 3 | 6" Flexible Base, complete at <i>Six dollars and seventy five cents</i> _____ per unit. | 9,500 | SY | \$ 4.75 | \$ 64,125.00 |
| 4 | 1 1/2" HMAC Type D, complete at <i>twelve dollars and sixty five cents</i> _____ per unit. | 7,900 | SY | \$ 12.45 | \$ 99,935.00 |
| 5 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <i>three dollars and twenty five cents</i> _____ per unit. | 3,100 | SF | \$ 3.25 | \$ 10,075.00 |
| 6 | 6" Driveway Expansion, complete at <i>three dollars and fifty cents</i> _____ per unit. | 900 | SF | \$ 3.50 | \$ 3,150.00 |
| II. Soccer Field Construction | | | | | |
| 7 | Grading - Excavation/Embankment, complete at <i>four BR dollars and sixty cents</i> _____ per unit. | 2,000 | CY | <i>BR</i> \$ 4.60 | <i>BR</i> \$ 9,200.00 |
| 8 | Grading- Fill, complete at <i>fourteen dollars and seventy five cents</i> _____ per unit. | 5,800 | CY | <i>BR</i> \$ 14.75 | <i>BR</i> \$ 85,550.00 |
| 9 | Irrigation, complete at <i>seventy nine thousand two hundred dollars and zero cents</i> _____ per unit. | 1 | LS | \$ 79,200.00 | \$ 79,200.00 |
| 10 | Hydromulch (Fields Only), complete at <i>twelve cents</i> _____ per unit. | 317,000 | SF | \$ 0.12 | \$ 38,040.00 |
| 11 | 8" Restrained DR 14 PVC Waterline, complete at <i>forty five dollars and zero cents</i> _____ per unit. | 60 | LF | \$ 45.00 | \$ 2,700.00 |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|------------------------------------|--|--------------------|------|------------|------------|
| 12 | 8" Cap, complete at <u>seven hundred fifty dollars</u> _____ per unit. | 1 | EA | \$750.00 | \$750.00 |
| 13 | 2" Water Service, complete at <u>two thousand five hundred dollars and zero cents.</u> _____ per unit. | 2 | EA | \$2,500.00 | \$5,000.00 |
| 14 | Blow Off Hydrant, complete at <u>two thousand five hundred dollars and zero cents</u> _____ per unit. | 1 | LS | \$2,500.00 | \$2,500.00 |
| 15 | 3/4" Water Service for Fountain, complete at <u>four hundred fifty dollars and zero cents</u> _____ per unit. | 3 | EA | \$450.00 | \$1,350.00 |
| III. South Outlet Structure | | | | | |
| 16 | 18" RCP Class III, complete at <u>forty five dollars and zero cents</u> _____ per unit. | 48 | LF | \$55.00 | \$2,640.00 |
| 17 | 4" Concrete Sidewalk w/ 6" X6" WWM, complete at <u>three dollars and fifty cents</u> _____ per unit. | 325 | SF | \$3.50 | \$1,137.50 |
| 18 | 4" Concrete Rip-Rap w/ 6" X6" WWM, complete at <u>three dollars and seventy five cents</u> _____ per unit. | 300 | SF | \$3.75 | \$1,125.00 |
| 19 | Hand Rail, complete at <u>seventy dollars and zero cents</u> _____ per unit. | 90 | LF | \$20.00 | \$1,800.00 |
| 20 | 6" Pipe Bollard, complete at <u>six hundred fifty dollars and zero cents</u> _____ per unit. | 2 | EA | \$650.00 | \$1,300.00 |
| 21 | Rock Bedding (2'-4' Reuse Material on site), complete at <u>five dollars and zero cents</u> _____ per unit. | 300 | SF | \$5.00 | \$1,500.00 |
| 22 | Erosion Control Blanket (3A), complete at <u>thirty cents</u> _____ per unit. | 160 | SF | \$0.30 | \$48.00 |
| 23 | Hydromulch, complete at <u>twelve cents</u> _____ per unit. | 160 | SF | \$0.12 | \$19.20 |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|-----------------------------------|--|--------------------|------|-------------------|-------------------|
| IV. North Outlet Structure | | | | | |
| 24 | 24" HDPE, complete at <i>thirty dollars and zero cents</i> _____ per unit. | 88 | LF | <i>\$30.00</i> | <i>\$2,640.00</i> |
| 25 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <i>three dollars fifty cents</i> _____ per unit. | 750 | SF | <i>\$3.50</i> | <i>\$2,625.00</i> |
| 26 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <i>three dollars and seventy five cents</i> _____ per unit. | 1,550 | SF | <i>\$3.75</i> | <i>\$5,812.50</i> |
| 27 | Hand Rail, complete at <i>twenty dollars and zero cents</i> _____ per unit. | 185 | LF | <i>\$20.00</i> | <i>\$3,700.00</i> |
| 28 | 6" Pipe Bollard, complete at <i>one hundred fifty dollars and zero cents</i> _____ per unit. | 2 | EA | <i>\$650.00</i> | <i>\$1,300.00</i> |
| 29 | Rock Bedding (2'-4' Reuse Material on site), complete at <i>five dollars and zero cents</i> _____ per unit. | 300 | SF | <i>\$5.00</i> | <i>\$1,500.00</i> |
| 30 | Erosion Control Blanket (3A), complete at <i>thirty cents</i> _____ per unit. | 550 | SF | <i>\$0.30</i> | <i>\$165.00</i> |
| 31 | Hydromulch, complete at <i>twelve cents</i> _____ per unit. | 550 | SF | <i>\$0.12</i> | <i>\$66.00</i> |
| V. Berm Upgrade | | | | | |
| 32 | 24" HDPE, complete at <i>twenty five dollars and zero cents</i> _____ per unit. | 110 | LF | <i>\$25.00</i> | <i>\$2,750.00</i> |
| 33 | 24" Safety End Treatment, complete at <i>one thousand five hundred dollars and zero cents</i> _____ per unit. | 4 | EA | <i>\$1,500.00</i> | <i>\$6,000.00</i> |
| 34 | Grading- Excavation/Embankment, complete at <i>three dollars and fifty cents</i> _____ per unit. | 1,000 | CY | <i>\$3.50</i> | <i>\$3,500.00</i> |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|---------------------------------|---|--------------------|------|------------|-------------|
| 35 | Grading- Fill, complete at <u>fifteen dollars and sixty cents</u> per unit. | 850 | CY | \$14.60 | \$12,410.00 |
| VI. Pollution Prevention | | | | | |
| 36 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <u>three dollars and seventy five cents</u> per unit. | 12,150 | SF | \$3.75 | \$45,562.50 |
| 37 | Flood Gauge, complete at <u>seven hundred fifty dollars and zero cents</u> per unit. | 1 | EA | \$750.00 | \$750.00 |
| 38 | Erosion Control Blanket (3A) (Lawn Seating), complete at <u>thirty cents</u> per unit. | 84,000 | SF | \$0.30 | \$25,200.00 |
| 39 | Hydromulch (Lawn Seating), complete at <u>twelve cents</u> per unit. | 84,000 | SF | \$0.12 | \$10,080.00 |
| 40 | Earthen Berm, complete at <u>fifteen dollars and sixty cents</u> per unit. | 150 | CY | \$14.60 | \$2,190.00 |
| 41 | Earthen Swale, complete at <u>two dollars and seventy five cents</u> per unit. | 1,500 | CY | \$2.75 | \$4,125.00 |
| 42 | Silt Fence, complete at <u>four dollars and fifty cents</u> per unit. | 1,350 | LF | \$4.50 | \$6,075.00 |
| 43 | Rock Filter, complete at <u>eight hundred fifty dollars and zero cents</u> per unit. | 4 | EA | \$850.00 | \$3,400.00 |
| 44 | Stilling Basin, complete at <u>ten dollars and zero cents</u> per unit. | 50 | CY | \$10.00 | \$500.00 |
| 45 | Stabilized Construction Entrance, complete at <u>one thousand seven hundred fifty dollars and zero cents</u> per unit. | 1 | EA | \$1,750.00 | \$1,750.00 |
| 46 | Concrete Wash Pit, complete at <u>one thousand five hundred dollars and zero cents</u> per unit. | 1 | EA | \$1,500.00 | \$1,500.00 |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|--|---|--|------|------------|------------|
| VII. Bench Pads | | | | | |
| 47 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <u>three dollars and twenty five cents</u> per unit. | 1,500 | SF | \$3.25 | \$4,875.00 |
| 48 | 4" 3' X 8' Concrete Slab, complete at <u>four dollars and zero cents</u> per unit. | 265 | SF | \$4.00 | \$1,060.00 |
| Total Base Bid | | \$588,305.70 | | | |
| Total Base Bid Written in Words | | BR five hundred eighty eight thousand three hundred and thirty five dollars and seventy cents | | | |

ALTERNATE #1

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|--|---|----------------------------|------|-------------|---|
| DEDUCT | | | | | |
| 3 | 6" Flexible Base, complete at <u>six dollars and seventy five cents</u> per unit. | 9,500 | SY | < \$6.75 > | < -\$64,125.00 > |
| 4 | 1 1/2" HMAc- Type D, complete at <u>twelve dollars and sixty five cents</u> per unit. | 7,900 | SY | < \$12.45 > | < -\$99,935.00 > |
| ADD | | | | | |
| 5 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <u>three dollars and twenty five cents</u> per unit. | 3,100 72,475 | SF | \$3.25 | \$234,193.75 |
| Total Alternate Bid #1 | | | | | \$72,133.75 |
| Total Alternate Bid #1 Written in Words | | | | | Seventy two thousand one hundred thirty three dollars and seventy five cents |

ALTERNATE #2

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|---------------|---|--------------------|------|------------|-----------------|
| DEDUCT | | | | | |
| 18 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <u>three dollars and seventy five cents</u> per unit. | 300 | SF | < \$3.75 > | < -\$1,125.00 > |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|--|---|--------------------|------|-------------------|------------------------|
| 26 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <i>three dollars and seventy five cents</i> per unit. | 1,550 | SF | < <i>\$3.75</i> > | < <i>\$5,812.50</i> > |
| 36 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <i>three dollars and seventy five cents</i> per unit. | 12,150 | SF | < <i>\$3.75</i> > | < <i>\$45,562.50</i> > |
| ADD | | | | | |
| 49 | Gabion Mattress, complete at <i>four dollars and thirty five cents</i> per unit. | 14,000 | SF | <i>\$4.35</i> | <i>\$60,900.00</i> |
| Total Alternate Bid #2 | | | | | <i>\$8,400.00</i> |
| Total Alternate Bid #2 Written in Words <i>eight thousand four hundred dollars and 30 cents</i> | | | | | |

ALTERNATE BID #3

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|---------------|---|--------------------|------|--------------------|------------------------|
| DEDUCT | | | | | |
| 3 | 6" Flexible Base, complete at <i>seven dollars and seventy five cents</i> per unit. | 9,500 | SY | < <i>\$4.75</i> > | < <i>\$44,125.00</i> > |
| 4 | 1 1/2" HMAc- Type D, complete at <i>twelve dollars and sixty five cents</i> per unit. | 7,900 | SY | < <i>\$12.65</i> > | < <i>\$99,935.00</i> > |
| 5 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <i>three dollars and twenty five cents</i> per unit. | 3,100 | SF | < <i>\$3.25</i> > | < <i>\$10,075.00</i> > |
| 6 | 6" Driveway Expansion, complete at <i>three dollars and fifty cents</i> per unit. | 900 | SF | < <i>\$3.50</i> > | < <i>\$3,150.00</i> > |
| 10 | Hydromulch (Fields Only), complete at <i>twelve cents</i> per unit. | 317,000 | SF | < <i>\$0.12</i> > | < <i>\$38,040.00</i> > |
| 23 | Hydromulch, complete at <i>twelve cents</i> per unit. | 160 | SF | < <i>\$0.12</i> > | < <i>\$19.20</i> > |
| 31 | Hydromulch, complete at <i>twelve cents</i> per unit. | 550 | SF | < <i>\$0.12</i> > | < <i>\$66.00</i> > |

| Item # | Name of Pay Item with Unit Bid Price Written in Words | Estimated Quantity | Unit | Unit Price | Extended |
|--|---|--------------------|------|----------------|--------------------|
| 36 | 4" Concrete Rip-Rap w/ 6"X6" WWM, complete at <i>three dollars and seventy five cents</i> per unit. | 12,150 | SF | < > \$ 3.75 | < > \$45,562.50 |
| 39 | Hydromulch (Lawn Seating), complete at <i>twelve cents</i> per unit. | 84,000 | SF | < > \$ 0.12 | < > \$10,080.00 |
| 47 | 4" Concrete Sidewalk w/ 6"X6" WWM, complete at <i>three dollars and twenty five cents</i> per unit. | 1,500 | SF | < > \$3.25 | < > \$ 4,875.00 |
| 48 | 4" 3' X 8' Concrete Slab, complete at <i>dollars and fifty cents</i> per unit. | 265 | SF | < > \$4.00 | < > \$1,060.00 |
| Total Alternate Bid #3 | | | | | \$ 276,987.20 |
| Total Alternate Bid #3 Written in Words <i>two hundred seventy six thousand nine hundred eighty seven dollars and seventy cents</i> | | | | | |

The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

BIDDER: *Ayar Services, LLC*
 BY: *Baltazar Ramos*
 TITLE: *President*
 ADDRESS: *201 W. Hillside #23*
 CITY: *Laredo* STATE: *TX*
 ZIP: *78041* TELEPHONE: *956-717-0023*

NOTE #1 - PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 - GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo.

Project: "City of Laredo Upper Zacate Creek Drainage and Site Improvements"

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Baltazar Ramos
being first duly sworn, deposes and says

That he is President of Agri Services, LLC
(a Partner or Officer of the firm of, etc.)

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

Baltazar Ramos
Signature of

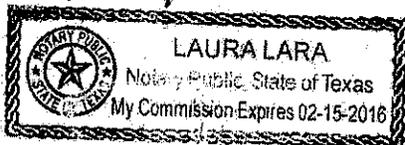
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 14 day of January 2014

Laura Lara
Notary Public

My Commission expires

2/15/2016



Project: "City of Laredo Upper Zacate Creek Drainage and Site Improvements"

Proposed Progress Schedules:

150 Calendar days

or

will provide schedule @ pre-construction

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

motor grader - 120 m 2012
padfoot roller - 2012 cat
smooth roller - 2012 cat
front end loader - Kawasaki 2012
water truck - 2012 Intl

Subcontractors:

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

Brother's material - Asphalt
Laredo Ready mix - Overline
City Ready mix - Concrete
RA Contractors hauling
Laredo Landscaping
yardlet both will
be doing irrigation
& hydromulch

NOTE:

TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration for approval to ratify the award of a construction contract to the lowest bidder, American Construction Consulting, L.L.C., Laredo, Texas in the amount of \$557,390.39 for the South Laredo Library, trade packages namely: (1) Division 9 Finishes Package and includes tile work, clay brick pavers, ceiling work, and carpeting work; (2) Division 10 Specialties Package and includes miscellaneous specialties, solid plastic partitions, flag poles, architectural signage, operable walls, and toilet room accessories. Construction contract time is one hundred fifty (150) calendar days. Completion date for the project is scheduled for June 20, 2014. Funding is available in the Capital Improvement Fund, 2006 C.O., and Friends of the Library Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Competitive Sealed Proposal Packages include:

1. Division 9 - Finishes Package - including all labor, equipment, materials, and all necessary incidentals and related accessories for a complete installation as per plans and specifications and addenda for the following:
 - a. 09310 Ceramic Tile
 - b. 09315 Porcelain Tile
 - c. 09320 Mosaic Tile
 - d. 09330 Quarry Tile
 - e. 09500 Acoustical Ceilings
 - f. 09511 Acoustical Panels
 - g. 09680 Carpeting
 - h. 09843 Acoustical Ceiling Clouds

2. Division 10 - Specialties Package - including all labor, equipment, materials, and all necessary incidentals and related accessories for a complete installation as per plans and specifications and addenda for the following:
 - a. 10050 Miscellaneous Specialties
 - b. 10156 Solid Plastic Partitions
 - c. 10350 Flagpoles
 - d. 10420 Architectural Signage
 - e. 10650 Operable Walls
 - f. 10800 Toilet Room Accessories

Two (2) bids were received at the City Secretary's Office at 4:00 P.M. on Monday, December 30, 2013, and publicly opened, read, and taken under advisement on Tuesday, December 31, 2013, at 10:00 A.M. as follows:

| Contractor | American Construction Consulting, LLC. Laredo, Texas | Zapata Construction Laredo, Texas |
|-------------------------------------|---|--|
| Finishes Package Division 9 | | |
| Tile Work | \$177,156.18 | \$258,838.65 |
| Clay Brick Pavers | \$42,073.29 | No Bid |
| Ceiling Work | \$182,412.51 | No Bid |
| Carpeting Work | \$74,749.50 | No Bid |
| Finishes Package Division 10 | | |
| Miscellaneous Specialties | \$17,178.63 | No Bid |
| Solid Plastic Partitions | \$11,722.62 | No Bid |
| Flag Poles | \$12,630.29 | No Bid |
| Architectural Signage | \$7,081.85 | No Bid |
| Operable Walls | \$12,748.94 | No Bid |
| Toilet Room Accessories | \$19,6636.58 | No Bid |

A third bid by ABBA Construction, LLC., was submitted late and returned un-opened.

The bid for American Construction Consulting, LLC., Laredo, Texas, was checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$557,390.39 to the lowest bidder American Construction Consulting, LLC., Laredo, Texas.

Bid submitted by American Construction Consulting, LLC., herewith attached.

Construction contract time is one hundred fifty (150) calendar days after notice to proceed is issued. Completion date for the project is scheduled for June 20, 2014.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Capital Improvement Fund

Account #: 402-4311-535-4043

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$297,443.05

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds: Capital Improvement Fund

Account #: 402-4323-535-4018

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$2,042.98

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds: 2006 C.O.

Account #: 461-9854-535-4896

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$103,845.78

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds: Friends of the Library

Account #: 661-3182-555-9201

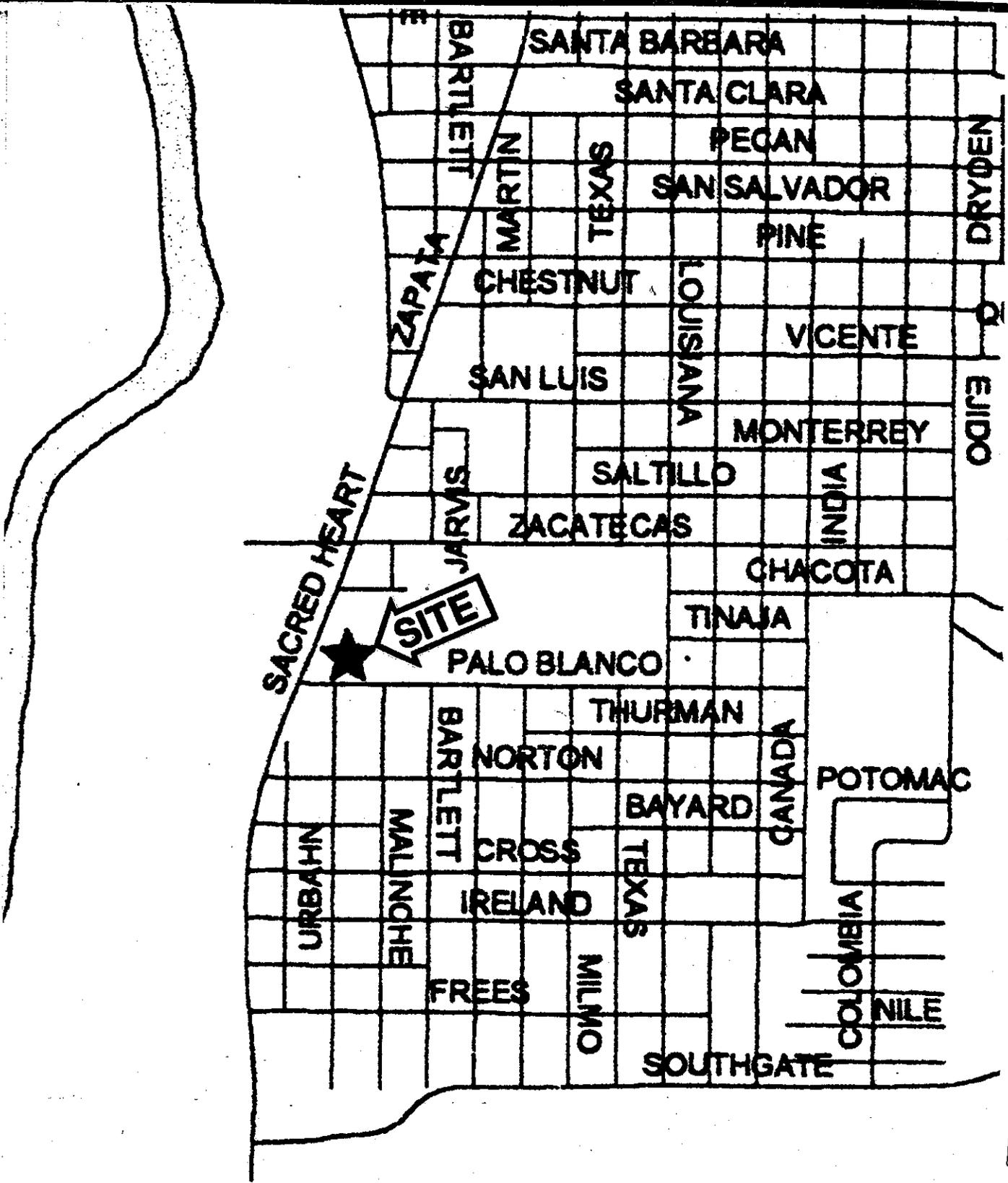
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

\$154,058.58

Attachments

Site Map and Contract Submitted by Contractor



CONSIDERATION FOR APPROVAL TO RATIFY THE AWARD OF CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE SOUTH LAREDO LIBRARY

City Council Meeting
February 18, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

CITY OF LAREDO
ENGINEERING DEPARTMENT

#2

PROJECT: "SOUTH LAREDO LIBRARY FACILITY"

REVISED COMPETITIVE SEALED PROPOSAL FORM
December __, 2013

BASE BID – SOUTH LAREDO BRANCH LIBRARY FACILITY

Item 1 – Division 9 - Finishes Package

Work includes the complete construction and installation of Division 9 - Finishes for the South Laredo Branch Library Facility, including all labor, equipment, materials, and all necessary incidentals and related accessories for a complete installation as per plans and specifications and addenda, all work to be performed in a workman like manner.

A. Tile Work – Ceramic/Porcelain/Mosaic and Quarry:

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 177,156.18

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

One Hundred Seventy Seven Thousand one Hundred Fifty Six Dollars and Eighteen cents.

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 8,436.01

B. Clay Brick Pavers – Material Only:

Include in proposal, purchase and delivery of Material to site only, installation/labor by others.

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 42,073.29

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Forty Two thousand seventy three Dollars and Twenty Nine cents.

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 2,003.49

C. Ceiling Work – Acoustical Ceilings/Panels and Clouds:

Include in proposal only the Section 09500 – Acoustical Ceilings, Type 3, Armstrong Contract Interiors Lay-in Optima Radial Ceilings w/applicable suspensions system and the Section 09843 Ceiling Clouds w/applicable suspension system in Room #200 (Lobby/Reading & Computers) and Room #231 (Circulation Desk), with all labor, equipment, materials, and all necessary incidentals and related accessories for a complete installation as per plans and specifications and addenda, all work to be performed in a workman like manner.

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 182,412.51

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

One Hundred Eighty Two thousand Four Hundred Twelve
DOLLARS AND FIFTY ONE CENTS

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 8,686.31

D. Carpeting Work:

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 74,749.50

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Seventy Four thousand Seven Hundred forty nine
DOLLARS AND FIFTY CENTS

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 3,559.50

Item 2 – Division 10 - Specialties Package

Work includes the complete construction and installation of Division 10 – Specialties work items for the South Laredo Branch Library Facility, including all labor, equipment, materials, and all necessary incidentals and related accessories for a complete installation as per plans, specifications and addenda, all work to be performed in a workman like manner.

A. Miscellaneous Specialties

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 17,178.63

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Seventeen thousand One Hundred seventy eight
dollars AND sixty three cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 818.03

B. Solid Plastic Partitions

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 11,722.62

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Eleven thousand seven hundred twenty two
dollars and sixty two cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 558.22

C. Flagpoles

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 12,630.29

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Twelve thousand six hundred thirty dollars
and twenty nine cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 601.44

D. Architectural Signage

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 7,081.85

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Seven thousand eighty one dollars and
eighty five cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 337.23

E. Operable Walls

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 12,748.94

TOTAL (LUMP SUM BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Twelve thousand seven hundred forty eight dollars AND NINETY FOUR cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 607.09

F. Toilet Room Accessories

TOTAL (LUMP SUM) BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN NUMBERS: \$ 19,636.58

TOTAL (LUMP SUM BASE BID (All New Construction as per Construction Documents, Specifications and Addenda) WRITTEN IN WORDS:

Nineteen thousand six hundred thirty six dollars AND FIFTY EIGHT cents

CONTINGENCY ALLOWANCE included in the above Bid Amount - 5% of total bid to be used at the Owner's discretion as per Specifications: \$ 935.08

CONTRACT TIME: 120 CALENDER (WORKING) DAYS.

If written notice of the acceptance of the Bid is mailed, telegraphed, or delivered to the undersigned, the undersigned will, within ten (10) days after the date of the mailing, telegraphing, or delivering of such notice, execute the Contract Documents and deliver them to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all bids and to waive bidding irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of Ninety (90) days from the date of the opening thereof.

Receipt of the listed addenda to the Bidding Documents and listing of Subcontractors is acknowledged by separate form.

This Bid is executed in TWO (2) counterparts.

DAVID J. CANTU
Contractor
AMERICAN CONSTRUCTION CONSULTING LLC
Name of Company

DAVID J. CANTU GENERAL MANAGER
Name of Authorized Signer (Printed or typed) Title owner

[Signature] 12-27-13
Signature Date

243 EL Rocio Laredo, TEXAS 78043
Address City/ State Zip Code

Telephone Number: ~~956~~ 723-4550

Fax Number: ~~956~~ 723-4667

Date: 12-27-13

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2013

PRODUCER
INNOVATIVE INSURANCE AGENCY
P.O. BOX 802
ADDRESS OR CITY, STATE ZIP
CONROE, TX 77304

936-539-1115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AMERICAN CONSTRUCTION
INSURED 2 OR ADDRESS
1808 COMMERCE
LAREDO, TX 78041

| INSURERS AFFORDING COVERAGE | NAIC # |
|---------------------------------------|--------|
| INSURER A: COVINGTON SPECIALTY INS CO | |
| INSURER B: CANOPIUS INS CO | |
| INSURER C: TX MUTUAL INS CO | |
| INSURER D: | |
| INSURER F: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NBR ADD'L LTR INSUR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------------------------|--|---------------|-------------------------------------|--------------------------------------|---|--------------|
| | | | | | | |
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOG | VBA230580-00 | 3/20/13 | 2/20/14 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS & COMP/OP AGG | \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 20130719 | 6/27/13 | 6/27/14 | WC STATUTORY LIMITS | OTH/ER |
| | | | | | E.L. EACH ACCIDENT | \$ 100,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| B | OTHER INLAND MARINE | 0031313 | 3/18/13 | 3/18/14 | \$39,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 EQUIPMENT DESCRIPTION: 1 2005 KOBELCO SK330LC EXCAVATO - SN: YC07-U0939
 CERTIFICATE HOLDER LISTED AS BOTH LOSS PAYEE AND ADDTL INSUREC

CERTIFICATE HOLDER

CITY OF LAREDO
1110 HOUSTON ST
LAREDO, TX 78040
956-791-7346

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

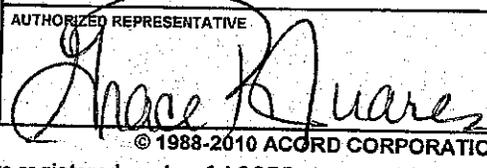
| | | | |
|--|--|---|--|
| PRODUCER SafeGuard Insurance Agency 4205 Jaime Zapata Meml Hwy #23 Laredo TX 78046 | | CONTACT NAME: Grace Juarez PHONE (A/C No. Ext): (956) 791-7272 E-MAIL ADDRESS: gjuarez@safeguardnow.com FAX (A/C No.): (956) 791-7273 | |
| INSURED AMERICAN CONSTRUCTION CONSULTING LLC 1808 COMMERCE LAREDO TX 78041 | | INSURER(S) AFFORDING COVERAGE INSURER A: Progressive County Mutual NAIC # 29203 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL13122703055 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 02332785-0 | 7/26/2013 | 7/26/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PKG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER City of Laredo 1110 Houston Laredo 78040 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

ACORD 25 (2010/05)
INS025 (201005).01

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ACKNOWLEDGEMENTS

Acknowledgement of Addenda: (Please initial & date)

Addendum No. 1-June 18, 2010: gl 12-30-13

Addendum No. 2-July 8, 2010: gl 12-30-13

Addendum No. 3-July 26, 2010: gl 12-30-13

Addendum No. 1-October 25, 2012: gl 12-30-13

Addendum No. 2-November 19, 2012: gl 12-30-13

Addendum No. 3-December 10, 2012: gl 12-30-13

Addendum No. 4-December 14, 2012: gl 12-30-13

Addendum No. 5-January 3, 2013: gl 12-30-13

Addendum No. 1-February 22, 2013: gl 12-30-13

Addendum No. 2-March 1, 2013: gl 12-30-13

Addendum No. 3-April 15, 2013: gl 12-30-13

Addendum No. 4-April 20, 2013: gl 12-30-13

Addendum No. 5-April 30, 2013: gl 12-30-13

Addendum No. 6-June 10, 2013: gl 12-30-13

Addendum No. 7-June 21, 2013: gl 12-30-13

Addendum No. 8-June 21, 2013: gl 12-30-13

Addendum No. 9-_____, 201_: gl 12-30-13

Addendum No. 10-_____, 201_: gl 12-30-13

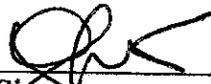
Addendum No. 11-_____, 201_: gl 12-30-13

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

| | Trade | Subcontractor |
|----|----------|------------------------|
| 1. | Finishes | Texas Quality Builders |
| 2. | FLOORING | Huerta FLOORING |
| 3. | FLOORING | DENISE INTERIORS |
| 4. | | |
| 5. | | |

DAVID J. CANTU
 AMERICAN CONSTRUCTION CONSULTING LLC
 Contractor
 AMERICAN CONSTRUCTION CONSULTING LLC
 Name of Company

DAVID J. CANTU General Manager
 Name of Authorized Signer (Printed or typed) Title

 12-30-13
 Signature Date
 243 EL ROCIO LAREDO TEXAS 78043
 Address City/ State / Zip Code

Telephone Number: () 956-723-4550
 Fax Number: () 956-723-4667
 Date: 12-30-13

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

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration to award a construction contract to the lowest qualified bidder, ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$595,000.00 for the Farias Boxing Gym with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. The apparent low bidder failed to acknowledge the federal wage determination and addendums No. 2 and 3 which have an impact on the cost of the base bid. Funding is available in the Farias Recreation Boxing Gym.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Farias Boxing Gym Project consists of selective site demolition, a new parking lot and related site improvements. The new boxing facility also includes a training area for cardio, Punching bag, boxing area, and its related functions. The new boxing facility is approximately 2850 square feet.

Plans and specifications were prepared by Juan Homero Sanchez Architect, Inc.

Five (5) bids were received at the City Secretary’s Office at 4:00 P.M. on Thursday, January 16, 2014, and publicly opened, read, and taken under advisement on Friday, January 17, 2014, at 10:00 A.M. as follows:

| Contractor (Bidder) | Base Bid |
|--|---------------------|
| 1. ALC Construction, Inc. Laredo, Texas | \$595,000.00 |
| 2. Pietra Construction, LLC. Harlingen, Texas | \$579,000.00 |
| 3. Summit Building & Design Laredo, Texas | \$599,822.00 |
| 4. Davila Construction, Inc. San Antonio, Texas | \$626,000.00 |

| | |
|---|--------------|
| 5. Vision Construction Company Laredo, Texas | \$917,086.07 |
|---|--------------|

The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the base bid amount of \$595,000.00 to the lowest qualified bidder ALC Construction, Inc., Laredo, Texas.

The apparent low bidder failed to acknowledge the federal wage determination and addendums no. 2 and 3 which have an impact on the cost of the base bid.

Bid submitted by ALC Construction, Inc., herewith attached.

Construction contract time is one hundred eighty (180) calendar days after notice to proceed is issued. Completion date for the project is scheduled for August 2014.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

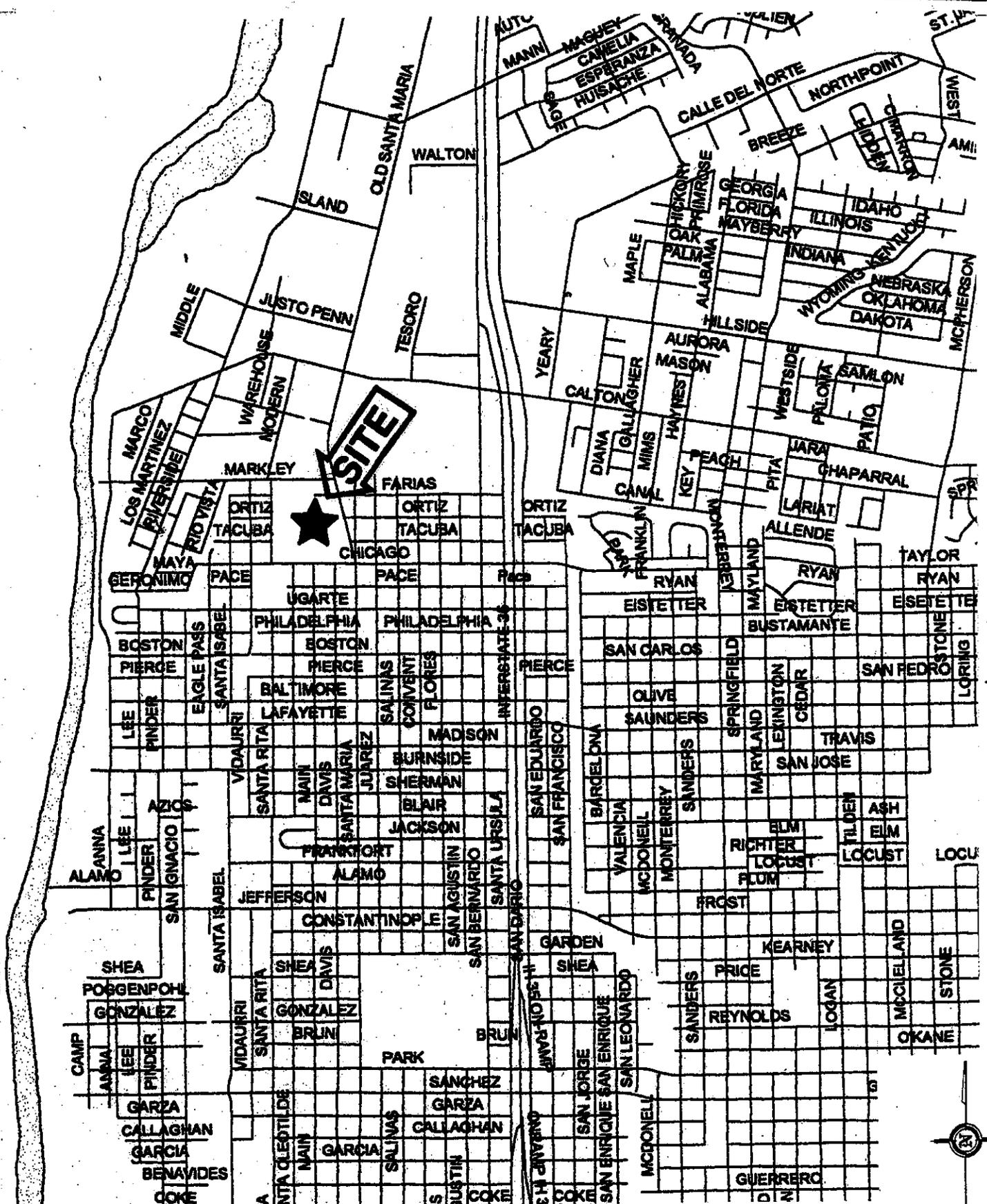
Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds: Farias Rec. Boxing Gym
Account #: 211-8180-555-1302
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Farias Recreation Boxing Gym.
Account No. 211-8180-555-1302

Attachments

ALC PROPOSAL



CONSIDERATION FOR APPROVAL TO AWARD CONSTRUCTION CONTRACT TO THE LOWEST QUALIFIED BIDDER FOR THE FARIAS BOXING GYM

City Council Meeting
February 18, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 578 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

#2

PROPOSAL

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

From: ALC Construction Inc.
Contractor

Address: 3706 Flores Ave.

Project:

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

Acknowledgement of Addenda: (Please initial & date)

Addendum No. 1: D.A 1/16/2014

Addendum No. 2: D.A 1/16/2014

Addendum No. 3: D.A 1/16/2014

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgement of other documents: (Please initial & date)

Wage Determination: D.A 1/16/2014

Labor Provisions: CDBG - HUD 4040

Affirmative Action Program: Section 3 & Executive Order 11246

PROJECT: FARIAS BOXING GYM ADDITION

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

being first duly sworn, deposes and says

That he is Daniel Alvarado, President @ ALC Construction
(a Partner or Officer of the firm of, etc.)

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

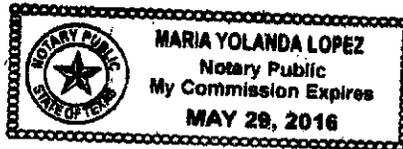
Daniel Alvarado
Signature of

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

Subscribed and sworn before me this 14th day of JANUARY, 2013. 2014

Maria Yolanda Lopez
Notary Public

My Commission expires:
MAY 29, 2016



**CITY OF LAREDO
ENGINEERING DEPARTMENT**

PROJECT: "FARIAS BOXING GYM ADDITION"

BID SCHEDULE

| Item No. | Estimated Quantity | Unit | Name of Pay Item with Unit Bid Price in Words |
|----------|--------------------|------|--|
| 1. | 1 | LS | \$595,000.00 |
| 2. | | | |
| 3. | | | |

TOTAL BASE BID IN NUMBERS \$ 595,000.00

TOTAL BASE BID
WRITTEN IN WORDS: Five-Hundred-Ninety-Five-Thousand Dollars 00/100

CONTRACT TIME: 180 CALENDER DAYS.

Daniel Alvarado
Contractor

ALC Construction Inc.
Name of Company

| | |
|--|------------------|
| Daniel Alvarado | President |
| Name of Authorized Signer (Printed or typed) | Title |

| | |
|------------------------|------------------|
| <i>Daniel Alvarado</i> | 1/16/2014 |
| Signature | Date |

| | | | |
|--------------------|---------------|-----------|--------------|
| 3706 Flores | Laredo | TX | 78041 |
| Address | City/ | State | Zip Code |

Telephone Number: **(956) 237-2369**

Fax Number: **(956) 725-0862**

Date: **1/16/2014**

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

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: FARIAS BOXING GYM ADDITION

| | |
|--|----------------------|
| MATERIALS INCORPORATED INTO THE PROJECT: | <u>\$ 178,500.00</u> |
| ALL OTHER CHARGES: | <u>\$ 416,500.00</u> |
| *TOTAL: | <u>\$ 595,000.00</u> |

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

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

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

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

PROJECT: FARIAS BOXING GYM

Statement of Qualifications: (Similar Projects Completed by Bidder)

- | | | |
|----|--------------------|---|
| 1. | Name of Project: | <u>Ryan Elementary School Gym Canopy</u> |
| | Value of Contract: | <u>\$48,200.00</u> |
| | Date Completed: | <u>12/23/2013</u> |
| 2. | Name of Project: | <u>CDBG Sidewalks City-Wide Project No.56 (26 Blks- Dist. VIII)</u> |
| | Value of Contract: | <u>\$145,445.95</u> |
| | Date Completed: | <u>12/06/2013</u> |
| 3. | Name of Project: | <u>Cigarroa Boxing Gym</u> |
| | Value of Contract: | <u>615,000.00</u> |
| | Date Completed: | <u>07/2008</u> |

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

RUBEN LOPEZ 15 YEARS

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

I agree to submit a financial statement only if the owner deems it necessary.

PROJECT: FARIAS BOXING GYM

Proposed Progress Schedules:

Proposed schedule will be as required by the City of Laredo.

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

See attached sheet

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

Material Supplier:

-RNR Rebar

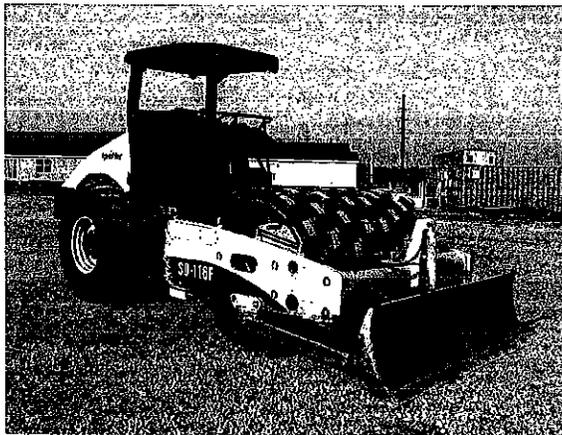
-Somar

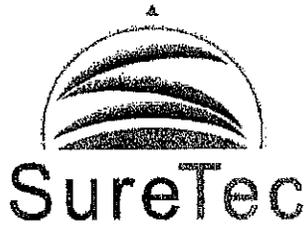
-Laredo Ready Mix











BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Farias Boxing Gym Addition
Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of January, 2014

ALC Construction Co., Inc.
(Principal)

BY: Daniel Alvarez
TITLE: President

SURETEC INSURANCE COMPANY

BY: Maria Yolanda Lopez
Maria Yolanda Lopez, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: \$ 625,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

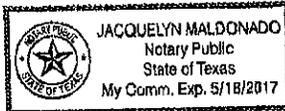


SURETEC INSURANCE COMPANY

By:
 John Knox Jr., President

State of Texas ss:
 County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of January, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director; Osbaldo Guzman, Parks and Leisure Director

SUBJECT

Consideration to award a construction contract to the lowest bidder, Rigney Construction & Development, L.L.C., Edinburg, Texas in the base bid amount of \$789,812.43 for the Slaughter Park Improvements, Phase II with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2014. Funding is available in the Slaughter Park Water Feature/Trail Improvements.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of the construction of two (2) trails with site lighting and other site amenities. One trail will be a decomposed granite and the other trail will be made with asphalt. Each trail will have a concrete edge band on both sides of the trail. The construction shall also include all concrete culverts and headwalls.

Plans and specifications were prepared by Metaform Studio Architects, Laredo, Texas.

Two (2) bids were received at the City Secretary’s Office at 4:00 P.M. on Thursday, January 23, 2014, and publicly opened, read, and taken under advisement on Friday, January 24, 2014, at 10:00 A.M. as follows:

| | | | |
|-----------------------------------|--|---|--|
| Contractor (Bidder) | Rigney Construction & Development, LLC. Edinburg, Texas | Summit Building & Design Laredo, Texas | |
| Base Bid | \$789,812.43 | \$1,148,000.00 | |
| Alternate No. 1 (Metal Edging) | \$34,472.90 | \$10,805.00 | |
| Alternate No. 2 (Lighting) | \$283,880.00 | \$261,960.00 | |

The bid and bid bonds for Rigney Construction & Development, LLC., Edinburg, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the base bid amount of \$789,812.43 to the lowest bidder Rigney Construction & Development, LLC., Edinburg, Texas.

Bid submitted by Rigney Construction & Development, LLC., herewith attached.

Construction contract time is one hundred eighty (180) calendar days after notice to proceed is issued. Completion date for the project is scheduled for August 2014.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds: Slaughter Park Water Fea.
Account #: 211-9780-535-1321
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:

Slaughter Park Water Feature/Trail Improvements – Account No. 211-9780-535-1321 - \$240,608.00

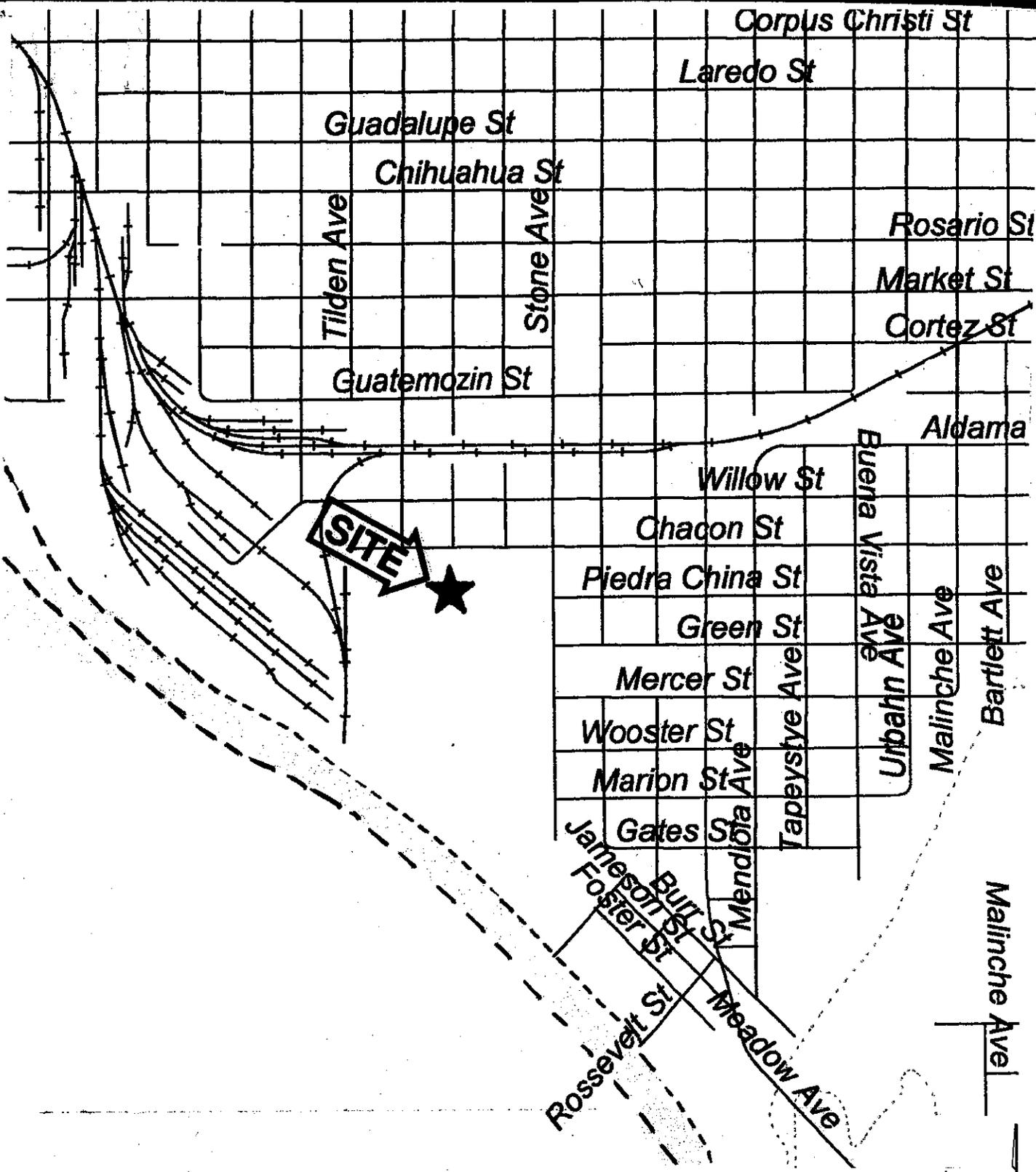
Slaughter Park Improvements – Account No. 211-8180-555-1382 - \$549,205.00

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds: Slaughter Park Impr.
Account #: 211-8180-555-1382
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Site Map and Contract Submitted by Contractor



**CONSIDERATION TO AWARD CONSTRUCTION CONTRACT TO THE
LOWEST BIDDER FOR THE SLAUGHTER PARK IMPROVEMENTS PHASE II**

City Council Meeting
February 18, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 578 PH. 791-2346 FAX (210) 791-7496

AGENDA ITEM

THE AMERICAN INSTITUTE OF ARCHITECTS

1

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rigney Construction & Development LLC
7011 N. Seminary Road Edinburg TX 78541

as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100 Bala Cynwyd PA 19004-1403

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Laredo
1110 Houston Street Laredo TX 78040

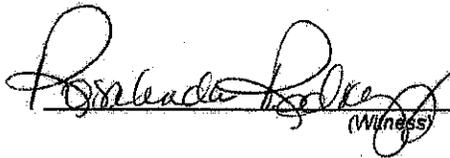
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid
Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

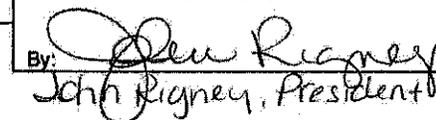
WHEREAS, the Principal has submitted a bid for Slaughter Park Improvements Phase II

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of January, 2014

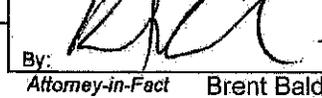

(Witness)

Rigney Construction & Development LLC
(Principal) (Seal)

By: 
John Rigney, President (Title)


Leslie Garcia (Witness)

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: 
Attorney-in-Fact Brent Baldwin (Title)

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **William D. Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Michael B. Hill, Monica Campos and Brady K. Cox of Baldwin-Cox Agency LLC of Dallas, Texas ,**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 7,500,000.00 :

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

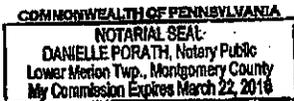
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Danielle Porath
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

(Notary Seal)

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of January, 20 14.




Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: Rigney Construction & Development, LLC
Contractor

Address: 7011 N. Seminary Rd. - Edinburg, Texas 78541

Phone: 956-638-6421

Fax: 956-287-1646

Project: "City of Laredo Slaughter Park Improvements - Phase II"

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: JR / 1-06-14

Addendum No. 2: JR / 1-14-14

Addendum No. 3: JR / 1-16-14

Addendum No. 4: _____

Addendum No. 5: _____

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

Wage Determination: _____

Labor Provisions: JR / 01/23/14

Affirmative Action Program: JR / 01/23/14

ADDENDUM NO. 1

ADDENDUM NO. 1



FOR: CITY OF LAREDEO SLAUGHTER PARK IMPROVEMENTS
202 NORTH STONE AVE.
LAREDO, TEXAS 78040

TO: DRAWINGS AND SPECIFICATIONS DATED DECEMBER 20, 2013

PREPARED BY: METAFORM STUDIO ARCHITECTS, INC & CONSULTANTS

ADDENDUM DATE: JANUARY 6, 2014

ARCHITECTS PROJ. NO.: 1108

CITY OF LAREDO DEPT.: ENGINEERING DEPARTMENT

This addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

Addendum No. 1 consists of the following:

- Addendum No. 1 1 thru 1
- End of Addendum No. 1

Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each bidder has submitted with full knowledge of all modifications and supplemental data specified herein.

Note: Invitation For Competitive Bids Deadline Revision

SEALED BIDS WILL BE RECEIVED UNTIL 4:00 p.m., THURSDAY, JANUARY 16, 2014

Mark Proposal: "City of Laredo Slaughter Park Improvements - Phase II"

Hand delivered or mailed to:
City Secretary's Office
1110 Houston Street, 3rd Floor – City Hall
Laredo, Texas 78040

Bids must be delivered no later than Thursday, January 16, 2014 – 4:00 p.m. to the attention of the City of Laredo. Bids will be publicly opened, read, and taken under advisement on Friday, January 17, 2014 at 9:00 a.m. Bids must be submitted as specified in the request for bids.

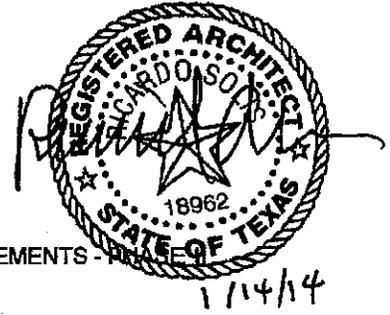
Bids must be submitted with ONE ORIGINAL and TWO COPIES in sealed envelopes to the City Secretary's Office. Sealed envelopes must be marked (Sealed-Bid) with proposal name on envelope.

END OF ADDENDUM NO. 1



ADDENDUM NO. 2

ADDENDUM NO. 2



FOR: CITY OF LAREDO SLAUGHTER PARK IMPROVEMENTS -
202 NORTH STONE AVE.
LAREDO, TEXAS 78040

TO: DRAWINGS AND SPECIFICATIONS DATED DECEMBER 20, 2013

PREPARED BY: METAFORM STUDIO ARCHITECTS, INC & CONSULTANTS

ADDENDUM DATE: JANUARY 14, 2014

ARCHITECTS PROJ. NO.: 1108

CITY OF LAREDO DEPT.: ENGINEERING DEPARTMENT

This addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

Addendum No. 2 consists of the following:

- Addendum No. 2
- Specifications:
Division A-4 Bid Proposal (9-11)
- Drawings:
LC.0 - LC.7
LD.7 & LD.8
- End of Addendum No. 2

1 thru 2

Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each bidder has submitted with full knowledge of all modifications and supplemental data specified herein.

Note: Invitation For Competitive Bids Deadline Revision

SEALED BIDS WILL BE RECEIVED UNTIL 4:00 p.m., THURSDAY, JANUARY 16, 2014

Mark Proposal: "City of Laredo Slaughter Park Improvements - Phase II"

Hand delivered or mailed to:
City Secretary's Office
1110 Houston Street, 3rd Floor - City Hall
Laredo, Texas 78040

Bids must be delivered no later than Thursday, January 16, 2014 - 4:00 p.m. to the attention of the City of Laredo. Bids will be publicly opened, read, and taken under advisement on Friday, January 17, 2014 at 9:00 a.m. Bids must be submitted as specified in the request for bids.

Bids must be submitted with ONE ORIGINAL and TWO COPIES in sealed envelopes to the City Secretary's Office. Sealed envelopes must be marked (Sealed-Bid) with proposal name on envelope.

ADDENDUM NO. 2

SPECIFICATIONS:

| Item | Reference Specifications | Description |
|-------------|--|--|
| S2-1 | Division A City of Laredo Requirements Section 4 - Bid Proposal | Revise Bid Schedule in Specification Section A-4 Bid Proposal Sheets 9-11. |

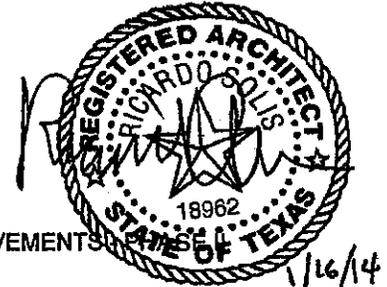
DRAWINGS:

| Item | Reference Drawing(s) | Description |
|-------------|-----------------------------|---|
| D2-1 | LC.0 – LC.7 | 1. Delete General Note #3. Clearing of Area 3 is Not In Contract. |
| D2-2 | LD.7 & LD.8 | 1. Delete safety cross, pipe runner & bottom anchor pipe on 12" culvert as shown on drawings. |

END OF ARCHITECTURAL ADDENDUM NO. 2

ADDENDUM NO. 3

ADDENDUM NO. 3



FOR: CITY OF LAREDEO SLAUGHTER PARK IMPROVEMENTS
202 NORTH STONE AVE.
LAREDO, TEXAS 78040

TO: DRAWINGS AND SPECIFICATIONS DATED DECEMBER 20, 2013

PREPARED BY: METAFORM STUDIO ARCHITECTS, INC & CONSULTANTS

ADDENDUM DATE: JANUARY 16, 2014

ARCHITECTS PROJ. NO.: 1108

CITY OF LAREDO DEPT.: ENGINEERING DEPARTMENT

This addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

Addendum No. 3 consists of the following:

- Addendum No. 3
- Drawings:
LG.0 thru LG.7, LL.1, LD.3, LD.7, and LD.8
- Attachments: 5R/LD.3 & LD.7R
- End of Addendum No. 3

1 thru 2

Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each bidder has submitted with full knowledge of all modifications and supplemental data specified herein.

Note: Invitation For Competitive Bids Deadline Revision

SEALED BIDS WILL BE RECEIVED UNTIL 4:00 p.m., THURSDAY, JANUARY 23, 2014

Mark Proposal: "City of Laredo Slaughter Park Improvements - Phase II"

Hand delivered or mailed to:
City Secretary's Office
1110 Houston Street, 3rd Floor – City Hall
Laredo, Texas 78040

Bids must be delivered no later than Thursday, January 23, 2014 – 4:00 p.m. to the attention of the City of Laredo. Bids will be publicly opened, read, and taken under advisement on Friday, January 24, 2014 at 9:00 a.m. Bids must be submitted as specified in the request for bids.

Bids must be submitted with ONE ORIGINAL and TWO COPIES in sealed envelopes to the City Secretary's Office. Sealed envelopes must be marked (Sealed-Bid) with proposal name on envelope.

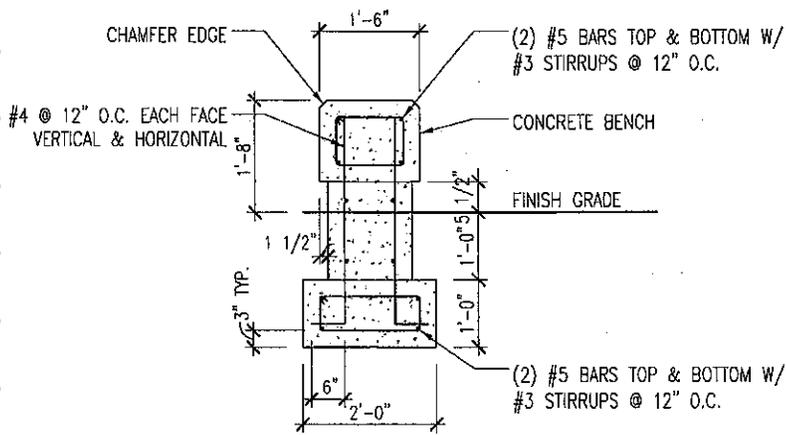
ADDENDUM NO. 3

DRAWINGS:

| Item | Reference Drawing(s) | Description |
|-------------|-----------------------------|---|
| D3-1 | LG.0 - LG.7 | 1. Add to General Note No. 07, "All cut and fill shall be provided by the contractor as required to meet the grading as directed by the Landscape Architect". |
| D3-2 | LL.1 | 1. Add Note "Provide metal edging," at Decomposed Granite around existing cistern. |
| D3-3 | LD.3 | 1. Revise Concrete Bench Detail; see attached 5R/LD.3 |
| D3-4 | LD.7 | 1. Replace sheet in its entirety and replace with re-issue sheet LD.7R, TxDot Roadway Details Safety End Treatment (Type "P or C") & Sidedrains; attached this addendum |
| D3-5 | LD.8 | 1. Delete sheet in its entirety. |

END OF ARCHITECTURAL ADDENDUM NO. 3

ADDENDUM NO. 03
01/16/2014



5R - CONCRETE BENCH DET.

SCALE: 1/2" = 1'-0"

Metform Studio Architects
Architectural, Interior and Civil Design

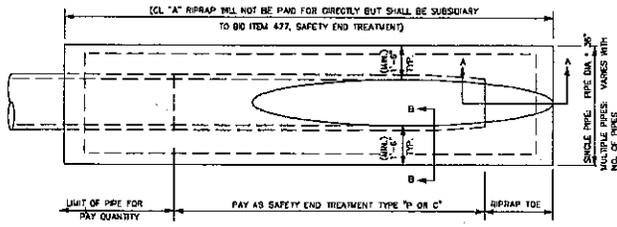
1000 PINEWOOD LANE SUITE 100
LAREDO, TEXAS 79401
PHONE: 957-222-2222
WWW.METFORMSTUDIO.COM

CITY OF LAREDO SLAUGHTER PARK IMPROVEMENTS
PHASE II
LAREDO, TEXAS

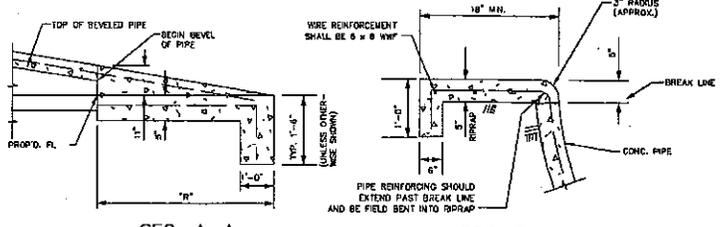
LANDSCAPE ARCHITECTURE
SCALE: 1/2" = 1'-0"

DESIGNED BY
B.M.
CHECKED BY
B.M.
DATE

LD.3



PLAN VIEW

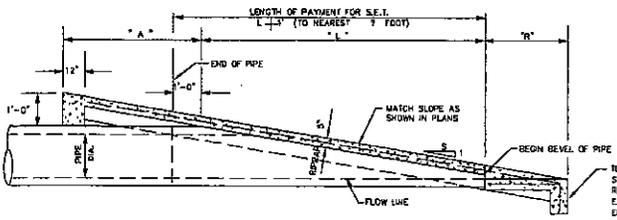


SEC. A-A

SEC. B-B

| PIPE DIA. (IN.) | 3:1 | 4:1 | 5:1 | 6:1 |
|-----------------|---------|--------|---------|--------|
| 12 | 2'-0" | 3'-0" | 3'-6" | 4'-0" |
| 15 | 2'-0" | 3'-0" | 4'-7" | 5'-0" |
| 18 | 3'-6" | 4'-8" | 5'-10" | 7'-0" |
| 24 | 5'-11" | 6'-10" | 8'-8" | 10'-3" |
| 30 | 8'-9" | 9'-10" | 11'-3" | 13'-0" |
| 36 | 8'-8" | 11'-4" | 14'-3" | 17'-0" |
| 42 | 10'-11" | 13'-5" | 16'-10" | 20'-3" |
| 48 | 11'-5" | 15'-8" | 19'-7" | 23'-6" |

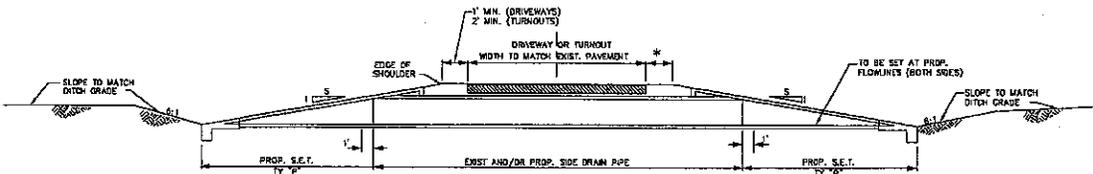
| SLOPE | "R" | "A" |
|-------|-------|--------|
| 3:1 | 0'-8" | 1'-9" |
| 4:1 | 3'-8" | 3'-4" |
| 5:1 | 4'-7" | 2'-11" |
| 6:1 | 5'-8" | 3'-8" |



ELEVATION SAFETY END TREATMENT (TYPE "P" OR "C")

| PIPE DIA. (IN.) | 3:1 | 4:1 | 5:1 | 6:1 |
|-----------------|------|------|------|------|
| 12 | .88 | 1.11 | 1.34 | 1.52 |
| 15 | .98 | 1.23 | 1.49 | 1.75 |
| 18 | 1.08 | 1.36 | 1.64 | 1.93 |
| 24 | 1.29 | 1.63 | 1.97 | 2.39 |
| 30 | 1.50 | 1.91 | 2.39 | 2.95 |
| 36 | 1.73 | 2.21 | 2.69 | 3.17 |
| 42 | 1.95 | 2.50 | 3.05 | 3.65 |
| 48 | 2.18 | 2.80 | 3.42 | 4.05 |

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)



TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS. ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

ADDENDUM #3
01/16/2014

©2000 TEXAS DEPARTMENT OF TRANSPORTATION
ROADWAY DETAILS
SAFETY END TREATMENT (TYPE "P" OR "C") & SIDEDRAINS

| | | |
|--------|-------------------------|-----------|
| TITLE | FEDERAL AID PROJECT NO. | SHEET NO. |
| DATE | SCALE | LD. 278 |
| DESIGN | REVISION | DATE |
| BY | CHKD | DATE |

Project: "City of Laredo Slaughter Park Improvements - Phase II"

Form of Non-Collusive Affidavit

AFFIDAVIT

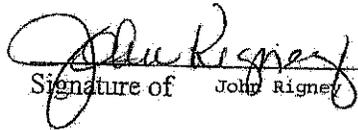
STATE OF TEXAS {}
COUNTY OF WEBB {}

John Rigney

being first duly sworn, deposes and says

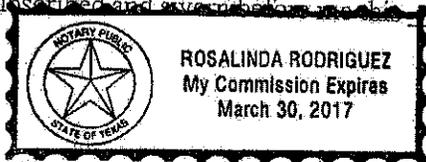
That he is President
(a Partner or Officer of the firm of, etc.)

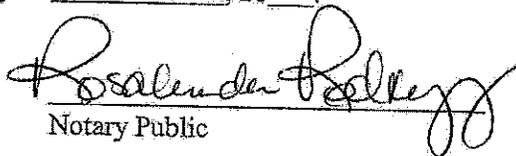
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding; and has not in any manner,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


Signature of John Rigney

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

Subscribed and sworn to before me this 3rd day of January, 2014




Notary Public

My Commission expires

March 30, 2017

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

Project: "City of Laredo Slaughter Park Improvements - Phase II"

Statement of Qualifications: (Similar Projects Completed by Bidder)

| | | |
|----|--------------------|---|
| 1. | Name of Project: | Kenedy County ACE Center |
| | Value of Contract: | \$1,280,316 |
| | Date Completed: | January, 2014 |
| 2. | Name of Project: | Zapata County Park |
| | Value of Contract: | \$2,071,896 |
| | Date Completed: | March 2009 |
| 3. | Name of Project: | Alamo Sports Complex & Community Building |
| | Value of Contract: | \$228,000 |
| | Date Completed: | March 2008 |

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

Luis Herrera - 3 years
Hugo Saca - 10 years

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

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO SLAUGHTER PARK IMPROVEMENTS – PHASE II

Proposed Progress Schedules:

180 Calendar Days

Or

Will provide schedule @ pre-construction

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

Motorgrader – 120M – 2012

Padfoot Roller – Cat – 2012

Smooth Roller – Cat – 2012

Frontend Loader – Kawasaki – 2012

Water Truck – International - 2012

Sub-Contractors: (Submit a list of proposed Sub-contractors. List sources, types and manufacturers of proposed materials)

Juan Hernandez – Concrete work

Jesus Monzon – Welding

Laredo Scapes LLC Irrigation and landscaping – Crush Granite

Seca Engineering – Engineer/Project Manager

J-Starr Construction Company, Inc. – Electrician sub

Brothers Paving/Brothers Material - Asphalt

Quality Stone Co., - Tables

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: "City of Laredo Slaughter Park Improvements - Phase II"

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 124,995.75

ALL OTHER CHARGES:

\$ 1,664,816.68

*TOTAL: _____

\$ 789,812.43 DR

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

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

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

CITY OF LAREDO
 ENGINEERING DEPARTMENT
 BID SCHEDULE

PROJECT: "City of Laredo Slaughter Park Improvements - Phase II"

Bid Item No. 01 - Construction of an eight (8) foot wide asphalt trail, eight (8) foot wide decomposed granite trail, concrete containment curbs, concrete culverts, pedestrian bridge, and allowances as shown on the construction documents. Contractor shall include all labor, materials, and equipment.

Base Bid Total Price: *Seventeen hundred eighty nine thousand eight hundred twelve dollars & forty three cents* Dollars (\$) 789,812.43 *OK*

Contractor shall provide a cost breakdown for the following items:

| Item No. | Unit | Item Description | Amount (in words) | Amount (in numbers) |
|----------|------|---|--|---------------------|
| 1.1 | LS | Flexible Base (Type A, Grade 2) for the decomposed granite trail as specified by the documents (including subgrade preparation as specified). | <i>thirty nine thousand five hundred six dollars & seventy eight cents</i> | <i>\$ 39,506.78</i> |
| 1.2 | LS | Decomposed Granite with Stabilizer as specified. | <i>forty two thousand five hundred seventy two dollars & ninety cents</i> | <i>\$ 42,472.00</i> |
| 1.3 | LS | Twelve (12) inch wide by Twelve (12) inches deep concrete containment curbs for decomposed granite trail as specified. | <i>sixty two thousand nine hundred sixty two dollars & ninety cents</i> | <i>\$ 62,962.90</i> |
| 1.3A | LS | 4" perforated PVC drainage and 4" PVC outfall lines at 20'-0" O.C. along granite trail as specified. | <i>eighteen thousand five hundred eighteen dollars & fifty cents</i> | <i>\$ 18,518.50</i> |
| 1.4 | LS | Flexible Base (Type A, Grade 2) for the asphalt trail as required by the documents (including subgrade preparation as specified). | <i>forty seven thousand five hundred thirty three dollars & zero cents</i> | <i>\$ 47,533.00</i> |
| 1.5 | LS | Hot Mix Asphaltic Concrete as specified. | <i>forty eight thousand two hundred twelve dollars & twenty five cents</i> | <i>\$ 48,212.35</i> |
| 1.6 | LS | Twelve (12) inch wide by Twelve (12) inches deep concrete containment curbs for asphalt containment as specified. | <i>seventy two thousand five hundred fifty five dollars & fifty cents</i> | <i>\$ 72,156.50</i> |
| 1.7 | LS | One (1) pipe concrete culverts constructed per TXDOT standards as indicated in the construction documents | <i>six thousand dollars & zero cents</i> | <i>\$ 6,000.00</i> |

| | | | | |
|------|----|--|---|--------------|
| 1.8 | LS | Two (2) pipe concrete culverts constructed per TXDOT standards as indicated in the construction documents. | ten thousand dollars & zero cents | \$10,000.00 |
| 1.9 | LS | Three (3) pipe concrete culverts constructed per TXDOT standards as indicated in the construction documents. | twelve thousand dollars & zero cents | \$12,000.00 |
| 1.10 | LS | Four (4) pipe concrete culverts constructed per TXDOT standards as indicated in the construction documents. | seven thousand dollars & zero cents | \$7,000.00 |
| 1.11 | LS | All other amenities in the project including but not limited to clearing, landscaping, irrigation, benches, picnic tables, fencing and demolition. | three hundred eighty thousand two hundred fifty dollars & fifty cents | \$382,250.50 |

Contractor to include the following allowances in the Base Bid price:

| Item No. | Unit | Item Description | Amount (in words) | Amount (in numbers) |
|----------|------|---|----------------------------------|---------------------|
| 1 | AL | Project Contingency | One hundred ten thousand dollars | \$110,000.00 |
| 2 | AL | Exterior Furniture Betterment Allowance | Five thousand dollars | \$5,000.00 |

Alternate Proposal No. 01 - Metal Edging at Decomposed Granite Trail

Delete concrete containment curbs at decomposed granite trail as indicated in the construction documents and provide 4" aluminum landscape edging in lieu of the concrete as noted in the specifications. Contractor shall include all labor, materials, and equipment.

(Cost) thirty-four thousand four hundred seventy-two dollars & ninety cents Dollars (\$ 34,472.90)

Alternate Proposal No. 02 - Site Lighting

Construction and installation of site lighting, including trenching, conduit, wiring, and concrete pole bases as shown on the construction documents. Contractor shall include all labor, materials, and equipment.

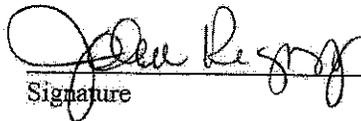
(Cost) two hundred eighty-three thousand eight hundred eighty dollars & zero cents Dollars (\$ 283,880.00)

Contractor shall provide a cost breakdown for the following items:

| Item No. | Unit | Item Description | Amount (in words) | Amount (in numbers) |
|----------|------|---|--|---------------------|
| 1 | LS | Trenching, conduit, electrical panels, and wiring. | One thousand five hundred eighty dollars | \$1,580.00 |
| 2 | LS | 12 foot trail site lighting and concrete pole bases. | Two hundred fifteen thousand one hundred dollars | \$215,100.00 |
| 3 | LS | 25 foot parking area site lighting and concrete pole bases. | Two thousand two hundred dollars and two cents | \$2,200.00 |

Rigney Construction & Development, LLC

Contractor



President

Signature

Title

7011 N. Seminary Rd.

Edinburg, Texas

78541

Address

City/State

Zip Code

Telephone Number: (956) 638-6421

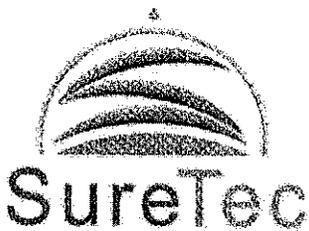
Fax Number: (956) 287-1646

Date: 1/23/14

NOTE:

1. CONTRACTOR SHALL BE SELECTED FOR ONE OR MORE ITEMS LISTED IN THE BID FORM.
2. IF AWARDED ANY OR ALL OF THE WORK STIPULATED IN THE BID FORM, THE CONTRACTOR'S BID BOND SHALL COVER THE TOTAL AMOUNT AWARDED.
3. ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.
4. ALL BID ITEMS SHOULD INCLUDE FIELD STAKING AS STATED UNDER SECTION C-6.08 - CONSTRUCTION STAKES.

#2



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we AOC Calton, Ltd. dba Summit Building & Design
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Slaughter Park Improvements Phase II, # 1108
Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of January, 2014.

AOC Calton, Ltd. dba Summit Building & Design
(Principal)

BY: [Signature]
TITLE: President

SURETEC INSURANCE COMPANY

BY: [Signature]
Gregory Kahn, Attorney-in-Fact

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract FY14-042 to the following vendors:

- 1) Laredo Mechanical, Laredo, Texas in an amount up to \$210,000.00;
- 2) Gutierrez Machine Shop, Laredo, Texas in an amount up to \$100,000.00;
- 3) Odessa Pumps, Midland, Texas in an amount up to \$100,000.00

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. Water Treatment estimates a total expenditure of \$300,000.00 and Wastewater Treatment estimates a total expenditure of \$60,000.00. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City received three (3) bids for awarding an annual service contract for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs. In determining the **best value** for the City of Laredo the following factors were considered by the Utilities Department, in accordance with corresponding weights, in the evaluating bids:

| | Weighted % |
|---|------------|
| Contractor's Profile, Qualifications, Experience, Location. | 30 |

| | |
|--|----|
| An evaluation of pricing to the City of Laredo. | 40 |
| Technical Requirements. | 20 |
| The bidder's past relationship with the City of Laredo | 10 |

Summary

| Sections | Vendor | <u>Top Evaluation Scores</u> | <u>Awarded Amount</u> |
|----------------|------------------------|------------------------------|-----------------------|
| I, II, VI, VII | Laredo Mechanical | I-93, II-89, VI-87, VII-87 | \$ 210,000.00 |
| III | Gutierrez Machine Shop | III-90 | \$ 100,000.00 |
| IV, V | Odessa Pumps | IV-89, V-89 | \$ 100,000.00 |

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 five, 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105332037
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All services will be purchased on an as need basis. 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.

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942205332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741205332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Tab FY14-042

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Rosario C. Cabello, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply contract FY14-031 to the following low bidders:

- 1) Conney Safety Products, Madison, Wisconsin
- 2) Eagle Supply, Laredo, Texas

for the purchase of safety supplies in an amount up to \$150,000.00 for all City departments. This contract establishes pricing for those safety supplies most commonly utilized by City departments. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids for awarding an annual supply contract for safety supplies. All items will be purchased on an as needed basis. This contract establishes base pricing for safety supplies most commonly utilized by city departments. Based on this evaluation, Staff is recommending Conney Safety Products, Madison, WI, as the primary contract vendor and Eagle Supply, Laredo, TX, as the secondary vendor. It is the City's policy to compare pricing from the primary and secondary vendors for all orders that exceed \$1,000.00. Approximately \$150,000.00 is spent on safety supplies on an annual basis.

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 two, 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

| | Conney Safety Madison, WI | Eagle Supply Laredo, TX | Border Const. Phoenix, AZ | Safe-T-Supplies Laredo, TX |
|-------------------------------|--------------------------------------|------------------------------------|--------------------------------------|---------------------------------------|
| | Low Bid Percentage Rate | Low Bid Percentage Rate | Low Bid Percentage Rate | Low Bid Percentage Rate |
| Price listing of 134 Items | 50% | 43% | 7% | 0% |

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Safety Supplies will be purchased for the various departments from their budgets and will be purchased on an as need basis. 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 FY14-031

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award a contract to Holman Boiler Works Inc., McAllen, Texas in the amount of \$77,285.00 through the State of Texas - TXMAS Cooperative Purchasing Program for the purchase and installation of one (1) 50 HP Boiler at the old Federal Court House. This installation will include all labor, materials, tools, and supervision needed to complete the project. Funding for the purchase of this equipment is available in the Capital Improvements Fund and the 2013 PFCO under Contractual Obligations fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is requesting authorization to award a contract to Holman Boiler Works Inc., McAllen, Texas through the Texas Multiple Award Schedule (TXMAS) cooperative purchasing program. The current heating system is non-repairable. This installation will include all labor, materials, tools, and supervision needed to complete the project.

Holman Boiler Works Inc.
 501 E. Cedar Avenue Suite J
 McAllen, TX 78501

TXMAS Contract# 11-03FAC060

| Description | Total Price |
|---|--------------|
| All labor, materials, tools, and supervision to complete the project. | \$ 36,250.00 |
| One (1) Cleaver Brooks 50 HP Boiler CFH-700-50-15 ST | \$ 39,750.00 |
| Freight | \$ 1,285.00 |
| Project Total | \$ 77,285.00 |

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 #: 402-4323-535-4053
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this purchase is available in the Capital Improvements Fund and 2013 PFCO.

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2013 PFCO
Account #: 401-9868-535-9201
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this purchase is available in the Capital Improvements Fund and 2013 PFCO.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Osbaldo Guzman, Parks and Leisure Services Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY014-041, a two (2) year contract to Clark Hardware, Laredo, Texas with the estimated yearly amount of \$100,000.00 for the purchase of Plumbing Irrigation Supplies for City maintenance and repair projects. This is a two (2) year contract, subject to future appropriations and all items will be purchased on an as needed basis throughout the year and for various City departments. Funding is available in the Parks and Recreation, Airport, Public Works, Health, Solid Waste, Laredo Transit Management Inc., Laredo Municipal Housing Corporation and Utilities Departments budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City solicited formal bids for awarding a two year contract for the purchase of plumbing and irrigations supplies. The City received only one bid from Clark Hardware, Laredo, TX. This contract establishes contract pricing for those items routinely secured for the maintenance and repair of municipal facilities. All items will be secured on an as need basis throughout the year.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended to approve this contract.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Irrigation supplies will be purchased for the various departments from their respective budget and will be purchased on an as need basis. 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.

Funds for this supply contract are available in the department's budget.

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Xochitl Mora, PIO

SUBJECT

Presentation on City Council Member sponsored events, with possible action.

PREVIOUS COUNCIL ACTION

This item was introduced by Council Member Jorge A. Vera at the City Council meeting of November 4, 2013.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this presentation be made.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 02/18/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Joe Jackson, General Manager Operational Maintenance; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award a six (6) month supply contract FY14-037, for the purchase of engine oil and lubricants for the Laredo Transit Management, Inc. (El Metro) to the following low bidders:

- 1) Arguindegui Oil, Co., Laredo, Texas, in the estimated amount of \$68,937.00;
- 2) Gonzalez Auto Parts, Laredo, Texas in the estimated amount of \$19,750.00.

All items will be purchased on an as needed basis. Funding is available in the Laredo Transit Management, El Metro Operations Fund. **(Approved by Operations & Finance Committees)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo/Laredo Mass Transit received six (6) bids for the Transit System engine oil and lubricants for a six month supply contract with an option to extend contract with the same specifications and pricing for two (2) additional six month periods upon mutual consent of both parties. Low bidders EBR, LLC, Laredo, Texas did not provide MS Data Sheets and did not bid as per specs on Quaker State Compress oil. Gonzalez Auto Parts did bid as per specs. Automatic Transmission Fluid TES 205 bid will not be purchase by Laredo Transit Management Inc. All items will be purchased on an as needed basis throughout the contract period.

| Product | Qty | UOM | Arguindegui Oil Co. II Ltd. Laredo, TX | |
|--------------------------------|------|--------|---|--------------|
| Multigrade 15W40 CJ4 Diesel | 5000 | Gallon | \$ 7.15 | \$ 35,750.00 |

| | | | | |
|-------------------------|-----|------|-----------|---------------------|
| Antifreeze 50/50 Green | 50 | Drum | \$ 220.55 | \$ 11,027.50 |
| Coolant Plus 100% Green | 50 | Drum | \$ 367.40 | \$ 18,370.00 |
| Super ATF | 10 | Drum | \$ 378.95 | \$ 3,789.50 |
| Diesel Exhaust Fluid | 100 | Drum | \$ 127.60 | \$ 12,760.00 |
| | | | | \$ 68,937.00 |

| | | | | |
|-----------------------------|------|-------|-----------------------------------|---------------------|
| Product | Qty | UOM | Gonzalez Auto Parts Laredo, TX | |
| Quaker State Compressor Oil | 5000 | Quart | \$ 3.95 | \$ 19,750.00 |

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds:
Account #: 558-5811-582-6660
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Oil and lubricants will be purchased for Laredo Transit from their budget and will be purchased on an as need basis. 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.

Funding is available in:
Fixed Route (Oil & Other Lubricants) 558-5811-582-6660
Paratransit (Oil & Other Lubricants) 558-5812-582-6660