

**CITY OF LAREDO
CITY COUNCIL MEETING
M-2015-R-09
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
JUNE 1, 2015
5:30 P.M.**

I. CALL TO ORDER

With a quorum present, Mayor Pete Saenz called the meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Pete Saenz led in the pledge of allegiance.

III. ROLL CALL

Pete Saenz,	Mayor
Rudy Gonzalez,	District I
Esteban Rangel,	District II
Alejandro Perez, Jr.,	District III
Juan Narvaez,	Mayor Pro-Tempore, District IV
Roque Vela, Jr.,	District V
Charlie San Miguel,	District VI
George J. Altgelt,	District VII
Roberto Balli,	District VIII
Gustavo Guevara, Jr.,	City Secretary
Jesus Olivares,	City Manager
Cynthia Collazo,	Deputy City Manager
Horacio De Leon,	Assistant City Manager
Raul Casso,	City Attorney

IV. MINUTES

Approval of the minutes of May 18, 2015.

Motion to approve the May 18, 2015 minutes.

Moved: Cm. Vela

Second: Mayor Pro Tem Narvaez

For: 5

Against: 0

Abstain: 0

Cm. Rangel, Cm. San Miguel and Cm. Altgelt were not present.

Cm. Altgelt arrived at 5:36 pm.

Cm. Rangel joined the meeting at 5:42 pm.

Cm. San Miguel arrived at 6:00 pm.

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing Rafael Medina from Zachry Elementary School for winning the Take Care of Texas Art Contest for the Laredo Texas Commission on Environmental Quality (TCEQ) Region 16.

Motion to table.

Moved: Cm. Vela

Second: Cm. Perez

For: 5

Against: 0

Abstain: 0

Cm. Rangel, Cm. San Miguel and Cm. Altgelt were not present.

- b. Recognizing Giovanna Ortega; currently attending the University of Texas at San Antonio, for winning the Junior National Powerlifting Competition. Also, recognizing Jerry Alaniz, who is a twelve (12) time State record holder in powerlifting. Giovanna Ortega and Jerry Alaniz were selected to compete with the USA Powerlifting Team in Canada on July 8, 2015.

Mayor Saenz and City Council congratulated Giovanna Ortega and Jerry Alaniz and presented them with certificates of recognition.

Cm. Vela directed the City Manager to donate \$500 from the promotional funds of each district to each lifter and also \$250 each from Cm. Vela's personal account if they qualify.

Cm. Perez said that he wished to donate \$200.

Cm. Vela stated that Heriberto was enrolling at Hardin-Simmons University and playing football for them, and donated a check for \$2,000 to the university to go towards his education.

Citizen comments

None.

VI. PUBLIC HEARINGS

1. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 4, Larga Vista, located at 5604 State Highway 359, 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

Motion to open the public hearing.

Moved: Cm. Vela
Second: Cm. Balli
For: 6

Against: 0

Abstain: 0

Cm. Rangel and Cm. San Miguel were not present.

Mario West, property owner, spoke in favor of the zone change.

Motion to close the public hearing and introduce.

Moved: Cm. Rangel
Second: Mayor Pro Tem Narvaez
For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

Ordinance Introduction: Cm. Rangel

2. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 5.37 acres as further described by metes and bounds in attached Exhibit "A", located north of F.M. 1472 and west of Verde Road, from AG (Agricultural District) to M-1 (Light Manufacturing 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 VII

Motion to open the public hearing.

Moved: Cm. Altgelt
Second: Cm. Balli
For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

There was no public input.

Motion to close the public hearing and introduce.

Moved: Cm. Altgelt

Second: Cm. Balli

For: 7

Against: 0

Abstain: 0

Ordinance Introduction: Cm. Altgelt

VII. INTRODUCTORY ORDINANCES

3. Repealing Ordinance No. 2015-O-051 dated April 20, 2015 for lease agreement with Trecon Investments Corporation, as Lessee, for Tract 2B out of Block No. 23 of the Laredo I Airport Plat and Authorizing the City Manager to enter into a lease agreement with Trecon Investments Corporation, as Lessee, for all of Lot No. 2 of Block No. 23 consisting of 166,851 sq. ft., known as Tracts 2A & 2B being Lot No. 2 Block 23, at the Laredo Airport Subdivision Plat. Lease term is for twenty (20) years commencing on June 1, 2015 plus, two (2) consecutive ten (10) year renewal options. Initial monthly rent shall be \$5,978.00 and will be adjusted annually according to changes in the Consumer Price Index; and rent adjustments based on appraisals at each ten (10) year anniversary period; providing for an effective date.

Ordinance Introduction: City Council

VIII. FINAL READING OF ORDINANCES

Motion to waive the final readings of Ordinances 2015-O-061, 2015-O-062, 2015-O-063, 2015-O-064, 2015-O-065, 2015-O-066, 2015-O-067, 2015-O-068, 2015-O-069, 2015-O-070, 2015-O-071, 2015-O-072, and 2015-O-073.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

4. 2015-O-061 Amending the City of Laredo Fiscal Year 2015 Sports and Community Venue Fund Budget to appropriate \$4,000,000.00 from the opening fund balance. The expenditure will fund the City's share of a joint use project with United Independent School District for the New Aquatic Center.

Motion to adopt Ordinance 2015-O-061.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-062 Amending the City of Laredo Recreation Fund FY 2015 Annual Budget by increasing revenues and expenditures by \$250,000.00 to be used for the period of June through September of FY 2015 to cover operating losses associated with The Max Golf Course. Funding is available in the General Fund.

Motion to adopt Ordinance 2015-O-062.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-063 Amending the City of Laredo Water Availability Fund FY 2015 Annual Budget by increasing expenditures by appropriating \$384,000.00 from the Water Availability Fund Balance to be used for the purchase of water rights.

Motion to adopt Ordinance 2015-O-063.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-064 Altering and extending the boundary limits of the City Of Laredo, annexing additional territory of 1,992.92 acres, more or less, located east of Unitec Industrial Park, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-2 (Heavy Manufacturing District); providing for publication and effective date.

Motion to adopt Ordinance 2015-O-064.

Moved: Cm. Vela
Second: Cm. Altgelt
For: 7 Against: 0 Abstain: 0

Cm. San Miguel was not present.

2015-O-065 Altering and extending the boundary limits of the City Of Laredo, annexing additional territory of 83.4979 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of R-1A (Single Family Reduced Area District); providing for publication and effective date.

Motion to adopt Ordinance 2015-O-065.

Moved: Cm. Vela
Second: Cm. Altgelt
For: 7 Against: 0 Abstain: 0

Cm. San Miguel was not present.

2015-O-066 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 29.435 acres, more or less, located south of Unitec Industrial Park and north of Union Pacific rail yard, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-2 (Heavy Manufacturing District); providing for publication and effective date.

Planning Director Nathan Bratton reported that Union Pacific had not yet submitted their annexation agreement; therefore, approval was subject to that agreement being received.

Motion to adopt Ordinance 2015-O-066.

Moved: Cm. Vela
Second: Cm. Altgelt
For: 7 Against: 0 Abstain: 0

Cm. San Miguel was not present.

2015-O-067 Altering and extending the boundary limits of the City of

Laredo, annexing additional territory of 7.753 acres, more or less, located south of Unitec Industrial Park and north of Union Pacific rail yard, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-2 (Heavy Manufacturing District); providing for publication and effective date.

Motion to adopt Ordinance 2015-O-067.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-068 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 9.457 acres, more or less, located, east of Loop 20 (Bob Bullock Loop) and north of El Ranchito Road (RR 6078A) providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of R-2 (Multi- Family Residential District).

Motion to adopt Ordinance 2015-O-068.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-069 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.47 acres as further described by metes and bounds in attached Exhibit "A", located on the west side of Katiana Drive south of Alegria Street, from R-1 (Single-Family Residential District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date.

Motion to adopt Ordinance 2015-O-069.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-070 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 22.84 acres, as further described by metes and bounds in attached Exhibit "A", located 1200 feet east of Loop 20 north of El Ranchito Road, from M-1 (Light Manufacturing District) to R-2 (Multi-Family Residential District); providing for publication and effective date.

Motion to adopt Ordinance 2015-O-070.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-071 Authorizing the City Manager to convey an easement and right of way to AEP Texas Central Company located at, and to serve the Sombreretillo Waste Water Treatment Plant on Quivira Drive, one (1) conveyance over a tract of land containing 0.16 acres of land, more or less, out of a 32.24 acre tract, situated in Porcion 16, Abstract 46 as described in easement conveyance attached as Exhibit "A"; and providing for an effective date.

Motion to adopt Ordinance 2015-O-071.

Moved: Cm. Vela

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. San Miguel was not present.

2015-O-072 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit and Drilling Permit for Oil and/or Gas Extraction and Production for Hachar 5H Well on a 2.62 acre pad site out of a 6,132.06 acre tract known as the Hachar Lease, located East of F.M. 1472; providing for publication and effective date.

Cm. Altgelt gave a presentation before Mayor and Council.

Two Special Use Permits for horizontal drilling & hydraulic fracturing – Green Ranch subdivision

High Volume Horizontal Drilling & Fracking in Shale

Formations: A new phenomenon

Horizontal drilling and hydraulic fracturing have been industry techniques for some time, but their wide application to shale formations is fairly new.

In 2007, the U.S. Energy Information Administration (EIA) first recorded shale gas production when it accounted for just 7% of U.S. natural gas production .

Unknown effects on: Public health, Public safety, Environment, Property Values & Local Infrastructure

The new boom and rush of high-volume horizontal drilling and fracking is still being dealt with by communities & studied by government agencies and scientists who are not on the industry payroll.

FIRE & EMERGENCY PREPAREDNESS

Are we prepared?

Are Laredo first responders adequately trained to handle an oil & gas well site emergency?

Blowouts & Evacuations

- On May 19, a blowout and natural gas leak forced an evacuation within a 3-mile radius in Karnes County.
- On May 21, a second blowout occurred in Karnes County, spewing natural gas in the air.

Explosions and Fires

On May 9, lightning struck a storage tank at a well site in Carrizo Springs and caused a massive fire. The winds kept the fire away from nearby homes.

What plan does Laredo have to protect our infrastructure??

- Heavy trucks must haul in gravel, pipes, silica (frack sand), water and chemicals.
- Then haul out liquid fuels and waste (flowback).
- TxDOT estimates that more than 2,500 loaded heavy trucks are needed for 1 gas well:
 - 1,184 (bring gas well into production);
 - 350 (annual maintenance of well);
 - 1,000 (needed every five years to re-frack well).

Source: Texas Department of Transportation, "Roads for Texas Energy" (December 2012). Presented to Eagle Ford Shale

Task Force.

Earthquakes: Injection/Disposal Wells and Fracking

- Recent studies by UT-Austin and SMU have found a definitive link between earthquakes in the Dallas-Fort Worth area and disposal wells in the Barnett Shale.
- Three well-documented earthquakes have occurred during a frack job “and were probably related to fracking.” (Dr. Cliff Frohlich, Associate Director of and Senior Research Scientist at UT’s Institute of Geophysics).
- South Texas experienced a magnitude 4.8 earthquake in Oct. 2011 (Karnes County – Eagle Ford Shale).

Seismic Activity: Questions for staff

- 1) Are there any active injection well sites inside City limits?
- 2) How do our current city ordinances regulate or prevent the permitting, building and operation of injection wells?
- 3) Where will Laredo Energy send their flowback?

Property Values

A 2010 study of the Texas real estate market in the heavily drilled suburban-Dallas area near Flower Mound concluded that homes valued at more than \$250,000 and within 1,000 feet of a drilling pad or well site saw values decrease by three to 14 percent. (Flower Mound Well Site Impact Study: Integra Realty Resources – DFW.)

In a 2013 survey of 550 people conducted by business researchers at the University of Denver, a strong majority said they would decline to buy a home near drilling site.

The study, published in the Journal of Real Estate Literature, also showed that people bidding on homes near fracking locations reduced their offers by up to 25 percent. (University of Denver’s Daniels School of Business)

Collateral Damage: The Cost of Doing Business

Politics and money and HB 40 aside – How can we, as the governing body of this City, conscientiously allow for this type of industrial activity to take place next to neighborhoods, schools, and our local parks, when we have so many unanswered questions about its risks?

I don’t believe, and I am appalled, if any of us up here think that it’s okay for a few people to get sick, asthma or other illnesses, as the cost of doing business.

Nobody in Laredo should serve as collateral damage for a heavy mining operation that is so new to our scene and one in

which we are currently not prepared to address. That is wrong.

Ronnie Castro reported his concerns regarding this issue and stated that he considered it imperative to place the strictest reasonable limitations on any high-volume horizontal drilling and fracking within city limits and avoid any fast-tracking of the process to grant additional permits while public health, safety and environmental impact studies are conducted. He believed that additional research was in order.

Jose J. Rodriguez stated that he was against the ordinance and that his concern was having a safe environment and a safe place for their kids.

Adolfo Campero, representing Laredo Energy, stated that he had been working directly with Planning Director Nathan Bratton to address remaining issues and there were no substantial changes left to make. He added that both the Police Chief and the Fire Chief had a copy of the Emergency Response Plan and that they were going over the plan. He further stated that the Karnes City incident involved an oil well, but their permit application was for a gas well. He further stated that since 2010 when they had originally fracked wells on that property, property values had not diminished. He went on to say that they had agreed to reroute their truck traffic for eighteen-wheelers and hazmat or oversized vehicles. He concluded that they had also agreed to cooperate with the city to have air testing every three days during the drilling and fracking phases and the results would be available to everybody.

Planning Director Nathan Bratton said that on page 2, item #6, about drilling sites, it was the pad site; where they talked about quality assessment, it was adjacent to the Green Ranch subdivision; on page 3, item #14, water for the spraying operation may only be from water wells on the leased premises; and on page 4, item #4 under drilling stage and item #3 under post-drilling, it was the pad site and adjacent to the Green Ranch subdivision; and that water for the operation itself could only come from water wells or surface water on the leased premises.

Motion to postpone the approval until the Fire Chief and Police Department Chief can tell City Council that we are ready for an emergency.

Motion to approve.

Moved: Cm. Vela

Second: Cm. Rangel

For: 8

Against: 0

Abstain: 0

6. Consideration for the selection of an architectural and engineering services consulting team for the City of Laredo Sports Complex to be located on the campus of Texas A&M International University for Feasibility Studies/Master Planning of the development, and for subsequent design and preparation of plans and specifications; and consideration to authorize the City Manager to negotiate a professional services contract.

City Manager Jesus Olivares reported that they were bringing three consultant groups but one had dropped out that day; therefore, Frank Architects and Sepulveda Architects were left. He added that after going through the process by meeting with the private sector and evaluating all the proposals, the top vote-getters were those two companies. He recommended that they develop a feasibility study and a master plan so that they could make sure that the terrain was appropriate for the development of a sports complex. He further stated that there would be no buildings or school-related facilities on the property. He concluded that they would like to share within the next sixty to ninety days a preliminary report with Council.

Motion to approve as amended that Frank Architects utilize greenspace ordinances and absorb the stream as an amenity.

Moved: Cm. Vela

Second: Cm. Balli

For: 8

Against: 0

Abstain: 0

7. Authorizing the City Manager to approve change order No. 3, with an increase of twenty-seven (27) working days and no increase in contract amount to the construction contract with Vision Construction Company, Inc., San Antonio, Texas, for the Jefferson Water Treatment Plant Administration Building and Learning Center Project. This change order was due to rain days that impacted the progress of work. The contract sum remains at \$4,664,613.00 and the new total completion period is four hundred eighty-three (483) working days. There is no financial impact to the contract. (Approved by Operations Committee)

Motion to approve.

Moved: Cm. Vela

Second: Cm. Rangel

For: 8

Against: 0

Abstain: 0

X. CONSENT AGENDA

Motion to approve the Consent Agenda.

Moved: Cm. Vela

Second: Cm. Rangel

For: 8

Against: 0

Abstain: 0

X. (a) RESOLUTIONS

8. 2015-R-42 Authorizing the City Manager to submit a grant application in an estimated amount of \$79,329.00 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2014 Justice Assistance Grant (JAG) for the period of October 1, 2015 through September 30, 2018. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

9. 2015-R-43 Authorizing the City Manager to accept additional funding from the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver in the amount of \$700,400.00 for the continuation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The City of Laredo Health Department (CLHD) is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention, family planning and disease control) and 2) Expand Chronic Care clinic services integrating Disease Self Management to improve health, reduce risks (diabetes and hypertension) and prevent hospitalizations.

10. 2015-R-45 Authorizing fee waivers and a tax abatement agreement between the City of Laredo and Samuel Javier Sanchez et al. for the commercial property located at 3812 San Bernardo Ave., being Lots 10 & 11 Block 976 Western Division. The proposed commercial property eligible for property tax abatement includes new construction of a 3,406 sq. ft. structure with a Capital Investment in the total amount of \$165,500.00 which is equal to or in excess of 20% of the Base Value of the property 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 consist

of an estimated annual tax abatement total of \$1,054.24 and estimated total fee waiver of \$1,301.39 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

X (b) MOTIONS

11. Authorizing the City Manager to enter into and execute a contract between Motorola and the City of Laredo for the purchase and installation of Public Safety Answering Point (PSAP) Telecommunicator Consoles through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract No. RA05-15 in the total amount of \$215,362.00. These consoles will be installed at Webb County Sheriff's Office, Zapata County Sheriff's Office, and Starr County Sheriff's Office. The consoles will be used as a workspace by all telecommunicators at these PSAP centers. Funding is available in the Regional 9-1-1 Fund.
12. Authorizing the City Manager to enter into and execute a contract between 911 Datamaster, Inc., and the City of Laredo to provide the 911 Regional Administration Office with a Geographic Information Systems (GIS) data integrity cleanup through the Houston Galveston Area Council of Governments (HGAC) Cooperative Buy Contract No. EC07-14 in the total amount of \$182,500.00. This data integrity cleanup is needed in order to meet FY 2015-2016 Next Generation (NG) 9-1-1 GIS standards put forth by the State of Texas 9-1-1 Commission on State Emergency Communication (CSEC). Funding is available in the Regional 9-1-1 Fund.
13. Consideration for approval of the Truck Scales Project at World Trade Bridge and Colombia Bridge as complete, approval of change order No. 2, for the balance of quantities actually constructed in place and to add one hundred twenty-nine (129) calendar days to the construction contract time, release of retainage and approval of final payment in the amount of \$58,146.02 to Vision Construction Co., Inc., Laredo, Texas. Final construction contract amount is \$581,460.16. Funding is available in the Bridge 2008 Bond.
14. Consideration for approval of the Laredo International Airport Perimeter Fence and Gate Replacement as complete, release of retainage and approval of final payment in the amount of \$38,368.25 to Construction Rent-A-Fence, Inc., Thrall, Texas. Final construction contract amount is \$767,365.00. Funding is available in the Airport Construction Fund.
15. Consideration to award contract FY15-041 to the following vendors:

1. A To Z Tire, Amarillo, Texas in an amount up to \$40,000.00 (Primary Vendor);
2. GCR Tire & Services, Nashville, Tennessee in an amount up to \$35,000.00 (Secondary Vendor) and
3. Southern Tire Mart, Columbia, Mississippi in an amount up to \$25,000.00 (Secondary Vendor).

To provide tire repair services for the Fleet Department. This contract establishes regular and after hour service call rates for tire repair services. All services shall be provided on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Fleet Department Fund.

16. Consideration to award contract FY15-039 to the sole bidder, R & S Inspection Center, Laredo, Texas in an amount up to \$30,000.00 to provide safety inspection services for all of the City's municipal fleet vehicles. This vendor will be authorized to do minor repairs and/or replace parts that may be required to meet the State of Texas Safety Inspection Standards. All minor repairs shall not exceed \$50.00. 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 (5) more additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Department Fund.
17. Consideration to award contract number FY15-040 to the lowest bidder, Lopez Transmission, Laredo, Texas, in an amount up to \$40,000.00 to provide automatic transmission repair services for the Fleet Department. The vendor shall provide all the labor and parts needed to complete the repairs. This contract establishes a discount percentage on parts and an hourly labor rate for repair services. 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 (5) additional one (1) year periods, each upon mutual agreement of the parties and contingent on future funding appropriations. Services shall be provided twice a month. Funding is available in the Fleet Department Fund.
18. Consideration to award a contract for the purchase of one (1) 2015 Chevrolet 1500 Suburban for the Laredo Bridge System in the total amount of \$52,845.00 utilizing the Buy Board Cooperative Contract Pricing from Caldwell Country Chevrolet, Caldwell, Texas. Funding is available from Bridge Operations Fund.
19. Consideration for acceptance of the Highway 83 Pipe and Pipeline Rehabilitation Project, approval of change order No.1, for a net decrease of \$30,780.00 for the balance of quantities actually constructed in place and release final payment in the amount of \$7,649.40 to Fuquay, Inc., Austin,

Texas. Final construction contract amount is \$74,494.00. Funding is available in the 2013 Sewer Revenue Bond.

20. Consideration to award contract FY15-038 to the low bidder, Mo-Vac Environmental Services, McAllen, Texas in an amount up to \$300,000.00 for furnishing vacuum truck services to transport domestic sewage, sewage sludge, and/or sludge for the Utilities Department. This service supplements the department's equipment capabilities and helps control overflows during emergencies. The frequency and number of hours vary depending on the City's need. The bid price is based on a flat hourly rate of \$91.00 and truck washout charge rate of \$125.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department Fund and 2014 Sewer Revenue Bond.
AS AMENDED
21. Consideration to renew contract FY12-058 to Test America Laboratories, North Canton, Ohio in the estimated annual amount of \$150,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions.
22. Authorizing the City Manager to award a professional engineering services contract in the amount of \$175,000.00 to Howland Engineering and Surveying Co., Laredo, Texas for engineering and surveying services for the Bismark Street and E. San Pedro Street Water Main Replacement Project to include improvement survey, design plans and specifications, bidding phase and construction phase services. Funding is available in the 2013 Water Revenue Bond.

END OF CONSENT AGENDA

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

23. A. Request by Council Member Roque Vela, Jr.
 1. Discussion with possible action to address the insect problem during the warmer months caused by the frequency of trash collection.

Solid Waste Director Steve Geiss gave a presentation before Mayor Saenz and City Council.

Garbage and Recycling Collection frequency Options

Current Operations

- Once per week garbage collection
- Once per week recycling collection
- 66 Routes total, 33 routes collected each collection day (garbage and recycling)
- Routes range from 800 to 1300 residences

Options

- Collect garbage twice per week
- Suspend recycling collection
- Can be done almost immediately (requires advertising to inform public)
- Collection costs remain almost unchanged
- Recycling is not collected separately and ends up in the landfill
- Investments of \$3M for blue carts and \$4M for recycling equipment upgrades unused

Collect Garbage Twice per Week and Recycling Once per Week

Description	Cost	Quantity	Total	Annual Costs
Personnel	\$51,640	17	\$877,880	\$877,880
Equipment	\$272,000	17	\$4,624,000	\$924,800 (Debt Svc.)
Side Loader Trucks				
Fuel and Maintenance	\$33,600	17	\$571,200	\$571,200
\$2800.00 Mthly/year				
			Recurring Annual Costs	\$2,448,880
			Miscellaneous expenses (advertising, etc...)	\$75,000

Collect Garbage Twice per Week and Recycling Every Other Week

Description	Cost	Quantity	Total	Annual Costs
Personnel	\$51,640	9	\$464,760	\$464,760
Equipment	\$272,000	9	\$2,448,000	\$489,600 (Debt Svc.)
Side Loader Trucks				
Fuel and Maintenance	\$33,600	9	\$302,400	\$302,400
\$2800.00 Mthly/year				
			Recurring Annual Costs	\$1,331,760
			Miscellaneous expenses (advertising, etc...)	\$75,000

Considerations

- Adding garbage pick ups may reduce recycling collection
- Lead time on new truck delivery from the time of order is 6 to 9 months
- Contracting CDL drivers is difficult. There are currently 8 unfilled CDL

positions for Solid Waste. Adding additional drivers can be a long process and may take several months to a year

- Any changes involving additional equipment and personnel will most likely take a minimum of a year to institute.

Health Director Hector Gonzalez reported that in late spring and early summer was when the mosquito began to lay its eggs and could lay up to 160 eggs at once. He added that what brought flies was breeding ground for maggots, organic matter. He went on to say that people threw scraps into their back yards and also left pet food out. He concluded that when they dumped their trash, their can needed to be clean and dry and completely covered.

Motion to have staff come back and present a plan and propose a cost increase of \$3.

Moved: Cm. San Miguel

No second.

Cm. Vela stated that a motion that made a financial impact needed to go through the Operations and Finance committees.

2. Discussion with possible action regarding the role of Council Members under the Ethics Ordinance as it pertains to their appearance before any City Board or Commission.

Motion to table.

Moved: Cm. Vela

Second: Cm. Rangel

For: 8

Against: 0

Abstain: 0

B. Request by Council Member Charlie San Miguel

1. Discussion with possible action to implement a formal ethics training for City employees. (Co-Sponsored by Council Member George Altgelt)

Cm. San Miguel reported that last week at a conference in Austin for procurement and one of the presenters mentioned ethics training and how important it was. He felt that there should be an official training.

City Manager Jesus Olivares stated that they had started the process and would put some packages together for employee orientation and also to have this training during strategic meetings with department heads who could then meet with their managers. He added that any workshop with

Mayor and Council could include this component. He further stated that they were ready to work with the Public Access studio to put a video together and put it on the website.

City Attorney Raul Casso said that some time ago, their Ethics Commission had suggested certain changes to the Council and that one of the changes was to have the City Attorney's Office oversee the training. However, he felt it should be rewritten to have the City Attorney's Office in conjunction with the Human Resources Department to put the training together and also to develop a program so that an instructional format could be presented to the employees.

Motion to allow the City Attorney to bring back an amendment to the Ethics Ordinance to reflect changes so that the City Attorney's Office would work in conjunction with the Human Resources Department to develop a program for an instructional format to present to employees for ethics training.

Moved: Cm. San Miguel

Second: Cm. Altgelt

For: 7

Against: 0

Abstain: 0

Cm. Perez was not present.

2. Discussion with possible action to work with the State Comptroller's Office to receive their transparent government accreditation. (Co-Sponsored by Council Member George Altgelt)

Cm. San Miguel reported that he thought that the City of Laredo was already doing most of these things and wondered why they did not have this accreditation.

Finance Director Rosario Cabello presented information regarding the Texas Comptroller Leadership Circle on Transparency.

The Comptroller of Public Accounts launched the Texas Comptroller Leadership Circle program to recognize local governments across Texas that are striving to meet a high standard for financial transparency online.

- Opening our books to the public
- Providing clear, consistent pictures of spending
- Sharing information in a user-friendly format that lets taxpayers easily drill down for more detail

"Platinum" spotlights entities that go above and beyond providing financial transparency. Must meet all four (4) of the major criteria, a minimum of 9 of the minor criteria and all debt criteria for a total of at least 21 points.

"Gold" highlights those entities that are setting the bar with their

transparency efforts. Must meet all four (4) of the major criteria and a minimum of 9 of the minor criteria for a total of at least 17 points.

“Silver” encourages those who are making progress. Must meet two (2) of the major criteria plus a webpage or menu dedicated to financial transparency, 8 minor criteria and a point total of at least 14 points.

“Bronze” inspires those who are just beginning their transparency efforts. Any two (2) of the major criteria, 6 minor criteria and a point total of at least 10 points.

Scoring Sheet

Major Criteria (max 8 points)

Adopted budget and budget elements (2 points)

Annual financial report (2 points)

Check register (2 points)

Financial transparency webpage or menu with documents viewable within 4 clicks (2 points)

Minor Criteria (max 11 points)

Local government contact information (1 point)

Public information request (1 point)

Budgets for three fiscal years (1 point)

Annual financial reports for three fiscal years (1 point)

Check registers for three fiscal years (1 point)

Searchable check registers (1 point)

Descriptive check registers (1 point)

Visual representation of financial data (1 point)

Current tax rates (1 point)

Raw format budget (1 point)

Financial sustainability chart(s) (1 point)

Debt criteria (4 points total)

Debt information

Link to Comptroller’s website

Bond election pledge

Total points Received (Max 23 points)

C. Request by Council Member Roberto Balli

1. Status Report on the Laredo Police Department's Compressed Work Week Pilot Program, with possible action.

Police Chief Ray Garner reported that presently the Combined Work Week was at a standstill if City Council does not approve the Memorandum of Understanding between the City of Laredo and the Laredo Police Officers Association.

Laredo Police Department West Division Compressed Work Week Pilot Program

Purpose

- Develop a stronger unity of command by building strong teams
- Improve Service: overlapping of shifts to better serve the public
- Save Money: 15% to 20% savings on OT due to overlapping shift structure
- Improve the quality of life for officers

Lead Smart

- Daily Briefings: refocus officers to missions and goals.
- Accountability: continuous evaluation of officers and program by beat supervisors.
- Empowerment of leaders.

West Sector Resources

- This pilot program is only for the West Patrol Division and will be evaluated for efficiency and adjustments. Estimated 3-6 months for proper evaluation.
- 122 officers are assigned to the mission.
- 80 units is considered the optimum level needed.

West Sector Officer Schedule

Saturday - Thursday

6am – 4pm	From 2pm to 4pm	2 pm – 12am	From 9pm to 12 am	9pm – 7am
20 officers	Overlap 2 hours / 40 officers	20 officers	Overlap 3 hours / 40 officers	20 officers

West Sector Officer Schedule

Friday

6am – 4pm	From 2pm to 4pm	2 pm – 12am	From 9pm to 12 am	9pm – 7am
40 officers	Overlap 2 hours / 80 officers	40 officers	Overlap 3 hours / 80 officers	40 officers

Agencies on 10 hour shifts contacted for feedback:

- Brownsville PD
- Corpus Christi PD
- Austin PD
- El Paso PD

- San Antonio PD
- All agencies made positive comments concerning the Combined Work Week
- The compressed workweek plan was included in the collective bargaining agreement (contract) signed on 11/19/2012 under Article 33.
- A committee was put together and they conducted a survey of Patrol Personnel asking the question: would patrol officers support this type of work schedule – work four ten (10) hour shifts and be off three (3) days? These are the numbers and information resulting from this survey conducted by Lt. Enedina Martinez and Sgt. Mike Rodriguez.
- Survey was conducted at Patrol Briefings on NOV 18, 2013 and NOV 19, 2013
- Captains, Lieutenants, Sergeants, and Officers from the patrol division only were surveyed
- 167 total surveys were returned
- 148 voted YES
- 16 voted NO
- 3 were UNDECIDED
- ALL PATROL PERSONNEL WERE SURVEYED WITHOUT REGARD TO LPOA OR FOP AFFILIATION. (NOV 18, 2013 and NOV 19, 2013).
- The MOU issue was put on an election ballot by the LPOA on October 30-31, 2015. Only LPOA members voted on the MOU issue since it dealt with the collective bargaining agreement (contract). All LPOA members were allowed to vote (Patrol and Non-Patrol)
- Results
- 146 FOR
- 121 AGAINST

Memorandum of Understanding

This Agreement is by and between The City of Laredo, Texas (hereinafter referred to as the “City”) and The Laredo Police Officers’ Association (hereinafter referred to as the “LPOA”).

WHEREAS, the City and the LPOA wish to implement a pilot program for a compressed work week for the West Sector law enforcement employees;

WHEREAS, the purpose of the compressed work week for the West Sector law enforcement employees is to make their employment

equivalent to the non-compressed work week for the East Sector law enforcement employees but in four (4) rather than five (5) shifts per week;

WHEREAS, the City and the LPOA acknowledge that the Collective Bargaining Agreement (hereinafter referred to as the "CBA") between them need to be modified; and

WHEREAS, the Parties hereto wish to express their agreement in accordance with the conditions and stipulations specified hereunder.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the City and the LPOA express their agreement and define the scope, responsibilities, conditions, and stipulations of the Parties as follows:

1. This Agreement shall terminate six (6) months after the date that it is signed. The term may be extended, abbreviated, or otherwise modified by mutual, written agreement of the Parties.
2. For the West Sector law enforcement employees, the 6am-4pm shift shall receive no differential pay. The 2pm-12am shift shall receive "evening shift" differential pay for the entire shift, no "night shift" differential pay. The 9pm-7am shift shall receive "night shift" differential pay for the entire shift. CBA Article 15.6.
3. For the West Sector law enforcement employees, funeral leave shall consist of up to three (3) days (or shifts) off with pay, excluding days off, regardless of the shift that the employee works. CBA Article 17.4.
4. For the West Sector law enforcement employees, TCLEOSE-certified Field Training Officers (FTO) shall be paid in incentive pay of one-and-eighty-eighth (1.88) hours at his or her regular rate of pay for each shift that he or she is assigned a trainee by the Field Training Coordinator. CBA Article 14.3.
5. For the West Sector law enforcement employees, holiday pay shall consist of ten (10) hours, rather than eight (8) hours. CBA Article 18.
6. For disciplinary purposes, a "day" imposed on West Sector law enforcement employees shall consist of a 10-hour shift. CBA Article 26.
7. With regards to the changes already permitted by the MOU, any other term or provision of the CBA may be altered in the MOU, by the City, if necessary, to allow those who work the compressed work week in the West Sector to be treated in an equivalent manner to those who work the non-compressed work week in the East Sector. Individual law

enforcement employees transferred – temporarily or permanently – during the term of this Agreement to or from the West and East sectors shall be treated accordingly. This in no way allows the City to alter any terms or provisions of the original CBA currently in effect. The original contract stays in full force and affect despite the MOU and in the event the MOU is rescinded or the trial program terminated, the original language in the current CBA controls. This agreement is not changing the CBA but allowing changes to the MOU in order to maintain fairness and equity.

- 8. All other terms and provisions of the CBA shall remain in effect.
- 9. This Agreement shall remain in full force and effect during the term set forth above unless either Party provides thirty (30) days written notice to the other that it wishes to terminate this Agreement. Such cancellation of this Agreement 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:
Jesus M. Olivares, City Manager
1110 Houston St.
Laredo, Texas 78040
(956) 791-7302

The LPOA:
Ramiro Paredes Jr., LPOA President
6426 Polaris
Laredo, Texas 78045
(956) 324-2143

10. 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 this _____ day of _____, 2015.

The City:

Jesus M. Olivares,
Interim City Manager

The LPOA:

Ramiro Paredes Jr., LPOA President

Date

Date

Motion to direct the City Manager to negotiate a Memorandum of Understanding with the Laredo Police Officers Association.

Moved: Cm. Balli
Second: Cm. Rangel
For: 7
Cm. Gonzalez
Cm. Rangel

Against: 1
Cm. Vela

Abstain: 0

Cm. Perez
Mayor Pro Tem Narvaez
Cm. San Miguel
Cm. Altgelt
Cm. Balli

Motion to amend the first motion to instead approve the Memorandum of Understanding.

Moved: Cm. Altgelt
Second: Cm. San Miguel

For: 2	Against: 6	Abstain: 0
Cm. Altgelt	Cm. Gonzalez	
Cm. San Miguel	Cm. Rangel	
	Cm. Perez	
	Mayor Pro Tem Narvaez	
	Cm. Vela	
	Cm. Balli	

Motion dies.

XII. STAFF REPORTS

24. Presentation by Mr. John Orfila, Public Works Director, on street conditions; specifically, in north Laredo subdivisions, with possible action.

Public Works Director John Orfila made a presentation before Mayor Saenz and City Council.

XIII. EXECUTIVE SESSION

25. Request for executive session pursuant to Texas Government Code Section 551.072 to deliberate the value of real property pertaining to a potential purchase of real property located at 1204 Matamoros, legally described as Lots 4 thru 7, Block 73, Western Division, Laredo, Webb County, Texas. Acquisition of this tract would be for municipal purposes, to include supplemental parking improvements.

Motion to go into executive session pursuant to Texas Government Code Section 551.072 to deliberate the value of real property pertaining to a potential purchase of real property located at 1204 Matamoros, legally described as Lots 4 thru 7, Block 73, Western Division, Laredo, Webb County, Texas. Acquisition of this tract would be for municipal purposes, to include supplemental parking improvements.

Moved: Mayor Pro Tem Narvaez

Second: Cm. Vela
For: 5

Against: 0

Abstain: 0

Cm. Gonzalez, Cm. San Miguel and Cm. Altgelt were not present.

After Executive Session, Mayor Saenz announced that no formal action was taken.

26. Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(a) to consult with attorney on pending litigation in Cause No. 2015CVQ001077-D3; Laredo Merchants Association v. City of Laredo; in the 341st Judicial District Court, Webb County, Texas; and return to open session for possible action.

Motion to go into executive session pursuant to Texas Government Code Section 551.071(1)(a) to consult with attorney on pending litigation in Cause No. 2015CVQ001077-D3; Laredo Merchants Association v. City of Laredo; in the 341st Judicial District Court, Webb County, Texas; and return to open session for possible action.

Moved: Mayor Pro Tem Narvaez

Second: Cm. Vela

For: 5

Against: 0

Abstain: 0

Cm. Gonzalez, Cm. San Miguel and Cm. Altgelt were not present.

After Executive Session, Mayor Saenz announced that no formal action was taken.

XIV. ADJOURNMENT

Motion to adjourn.

Moved: Cm. Balli

Second: Cm. Gonzalez

For: 8

Against: 0

Abstain: 0

I, Gustavo Guevara, Jr., City Secretary, do hereby certify that the above and foregoing is a true and correct copy of the minutes contained in pages 01 to 27 and they are true, complete, and correct proceedings of the City Council meeting held on June 1st, 2015.

Gustavo Guevara, Jr.
City Secretary

Two Special Use Permits for horizontal drilling & hydraulic fracturing – Green Ranch subdivision

Laredo City Council

June 1, 2015

George J. Altgelt, District VII

High Volume Horizontal Drilling & Fracking in Shale Formations: *A new phenomenon*

Horizontal drilling and hydraulic fracturing have been industry techniques for some time, but their wide application to shale formations is fairly new.

In 2007, the U.S. Energy Information Administration (EIA) first recorded shale gas production when it accounted for just 7% of U.S. natural gas production .

Unknown effects on:
*Public health, Public safety, Environment,
Property Values & Local Infrastructure*

The new boom and rush of high-volume horizontal drilling and fracking is still being dealt with by communities & studied by government agencies and scientists who are not on the industry payroll.

FIRE & EMERGENCY PREPAREDNESS

Are we prepared?

Are Laredo first responders adequately trained to handle an oil & gas well site emergency?

Blowouts & Evacuations

- On May 19, a blowout and natural gas leak forced an evacuation within a 3-mile radius in Karnes County.
- On May 21, a second blowout occurred in Karnes County, spewing natural gas in the air.

[KSAT 12 News May 19 Karnes County Blowout & Evacuation \(2:47\)](#)

[KSAT 12 News - Karnes County aftermath \(1:29\)](#)

Explosions and Fires

On May 9, lightning struck a storage tank at a well site in Carrizo Springs and caused a massive fire. The winds kept the fire away from nearby homes.

(Video footage: 1:09)



What plan does Laredo have to protect our infrastructure??

- Heavy trucks must haul in gravel, pipes, silica (frack sand), water and chemicals.
- Then haul out liquid fuels and waste (flowback).
- TxDOT estimates that more than **2,500** loaded heavy trucks are needed for **1 gas well**:
 - 1,184 (bring gas well into production);
 - 350 (annual maintenance of well);
 - 1,000 (needed every five years to re-frack well).

Source: Texas Department of Transportation, "Roads for Texas Energy" (December 2012). Presented to Eagle Ford Shale Task Force.

SEISMIC ACTIVITY

Earthquakes:

Injection/Disposal Wells and Fracking

- Recent studies by UT-Austin and SMU have found a [definitive link](#) between earthquakes in the Dallas-Fort Worth area and disposal wells in the [Barnett Shale](#).
- Three well-documented earthquakes have occurred during a frack job “and were probably related to fracking.”
([Dr. Cliff Frohlich](#), Associate Director of and Senior Research Scientist at UT’s Institute of Geophysics).
- South Texas experienced a magnitude 4.8 earthquake in Oct. 2011 (*Karnes County – Eagle Ford Shale*).

Seismic Activity: Questions for staff

- 1) Are there any active injection well sites inside City limits?**
- 2) How do our current city ordinances regulate or prevent the permitting, building and operation of injection wells?**
- 3) Where will Laredo Energy send their flowback?**

PROPERTY VALUES

Property Values

A 2010 [study of the Texas real estate market](#) in the heavily drilled suburban-Dallas area near Flower Mound concluded that homes valued at more than \$250,000 and within 1,000 feet of a drilling pad or well site saw values decrease by three to 14 percent. (*Flower Mound Well Site Impact Study: Integra Realty Resources – DFW.*)

In a 2013 survey of 550 people conducted by business researchers at the University of Denver, a strong majority said they would [decline to buy a home near drilling site](#).

The study, published in the *Journal of Real Estate Literature*, also showed that people bidding on homes near fracking locations [reduced their offers by up to 25 percent](#). (*University of Denver's Daniels School of Business*)

PUBLIC HEALTH

Collateral Damage:

The Cost of Doing Business

Politics and money and HB 40 aside – How can we, as the governing body of this City, conscientiously allow for this type of industrial activity to take place next to neighborhoods, schools, and our local parks, when we have so many unanswered questions about its risks?

I don't believe, and I am appalled, if any of us up here think that it's okay for a few people to get sick, asthma or other illnesses, as the cost of doing business.

Nobody in Laredo should serve as collateral damage for a heavy mining operation that is so new to our scene and one in which we are currently not prepared to address. That is wrong.

GARBAGE AND RECYCLING COLLECTION FREQUENCY OPTIONS

Solid Waste Services

Current Operations

- Once per week garbage collection
- Once per week recycling collection
- 66 Routes total, 33 routes collected each collection day (garbage and recycling)
- Routes range from 800 to 1300 residences

Options

- Collect garbage twice per week
- Suspend recycling collection
- Can be done almost immediately (requires advertising to inform public)
- Collection costs remain almost unchanged
- Recycling is not collected separately and ends up in the landfill
- Investments of \$3M for blue carts and \$4M for recycling equipment upgrades unused

Options

- Collect Garbage Twice per Week and Recycling Once per Week

<u>Description</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>	<u>Annual Costs</u>
Personnel	\$51,640	17	\$877,880	\$877,880
Equipment Side Loader Trucks	\$272,000	17	\$4,624,000	\$924,800 (Debt Svc.)
Fuel and Maintenance \$2800.00Mthly/year	\$33,600	17	\$571,200	<u>\$571,200</u>
Recurring Annual Costs				\$2,448,880
Miscellaneous expenses (Advertising, etc...)				\$75,000

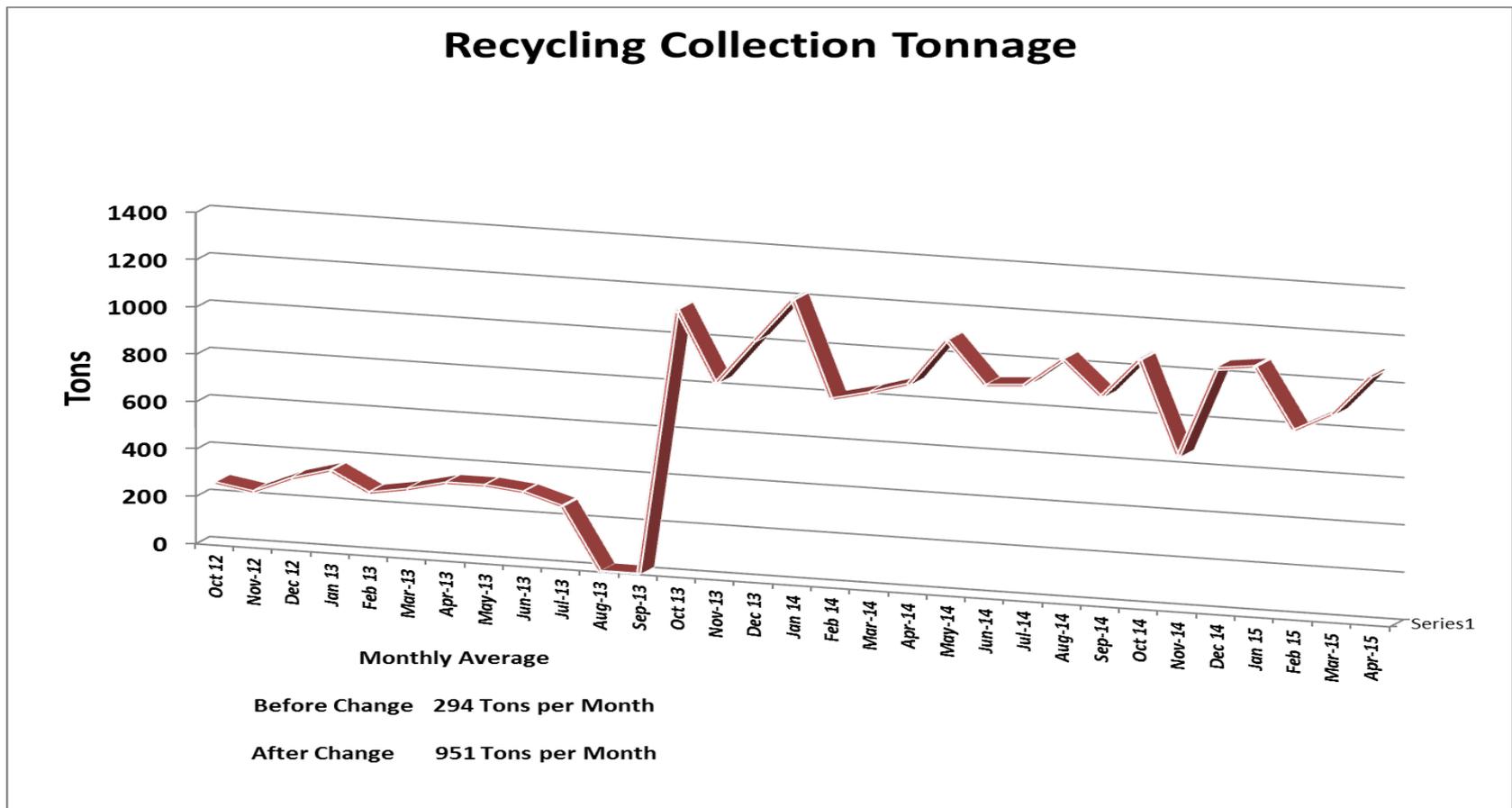
Options

- Collect Garbage Twice per week and Recycling Every Other Week

<u>Description</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>	<u>Annual Costs</u>
Personnel	\$51,640	9	\$464,760	\$464,760
Equipment Side Loader Trucks	\$272,000	9	\$2,448,000	\$ 489,600 (Debt Svc.)
Fuel and Maintenance \$2800.00Mthly/year	\$33,600	9	\$302,400	<u>\$302,400</u>
Recurring Annual Costs				\$1,331,760
Miscellaneous expenses (Advertising, etc...)				\$75,000

Considerations

- Adding garbage pick ups may reduce recycling collection



Considerations

- Lead time on new truck delivery from the time of order is 6 to 9 months
- Contracting CDL drivers is difficult. There are currently 8 unfilled CDL positions for Solid Waste. Adding additional drivers can be a long process and may take several months to a year
- Any changes involving additional equipment and personnel will most likely take a *minimum* of a year to institute.

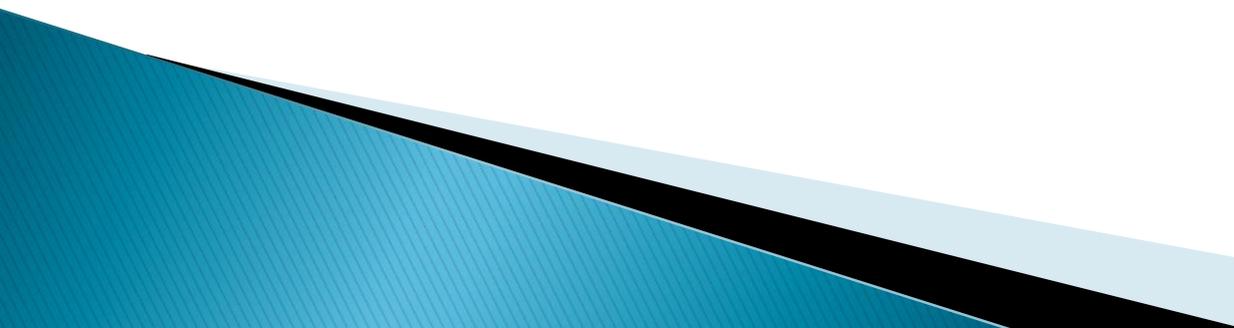
Laredo Police Department West Division

Compressed Work Week Pilot Program

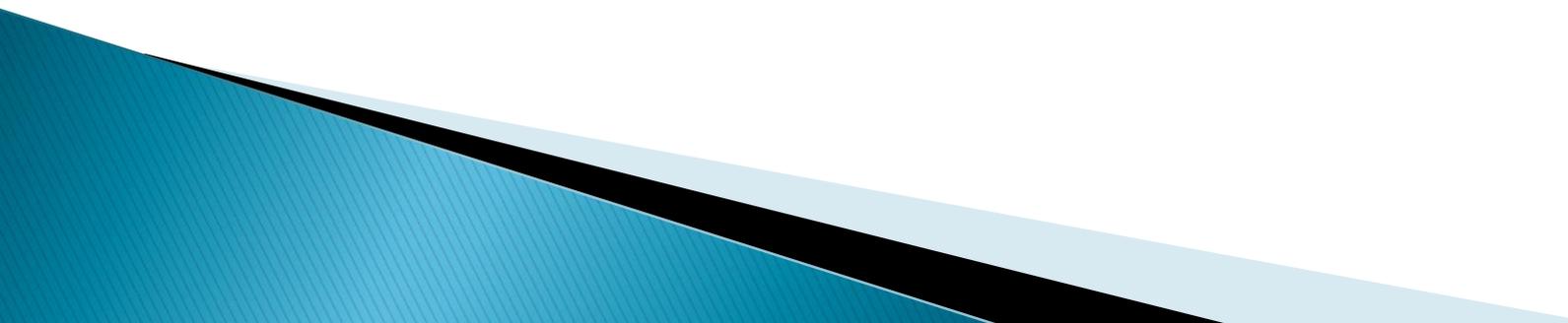


*Raymond E. Garner
Chief of Police*

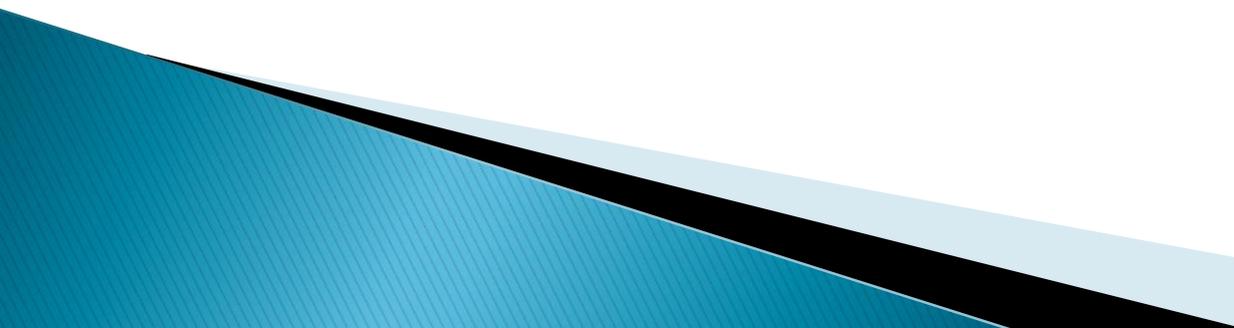
Purpose

- **Develop a stronger unity of command by building strong teams**
 - **Improve Service: overlapping of shifts to better serve the public**
 - **Save Money: 15% to 20% savings on OT due to overlapping shift structure**
 - **Improve the quality of life for officers**
- 

Lead Smart

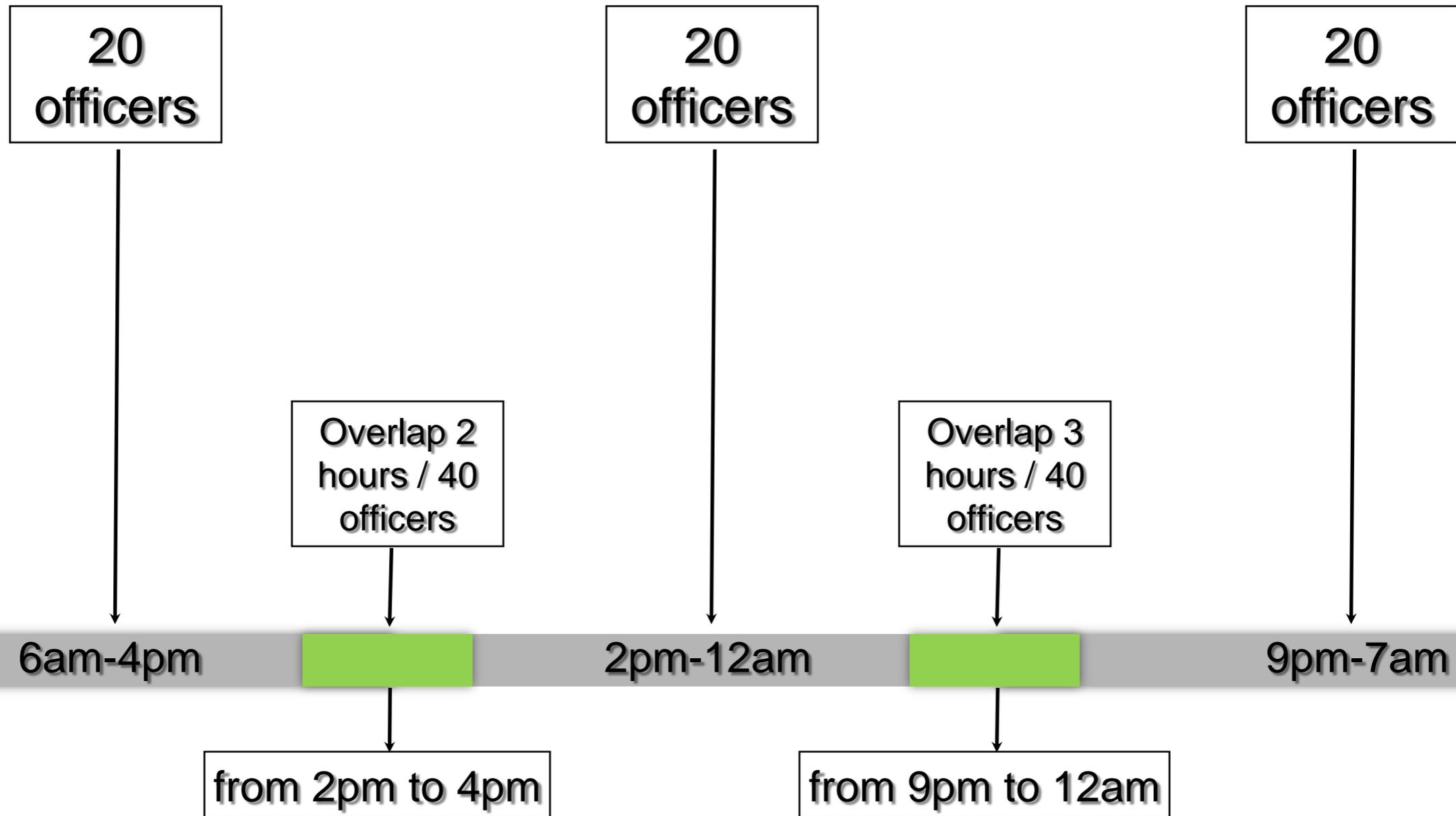
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- 

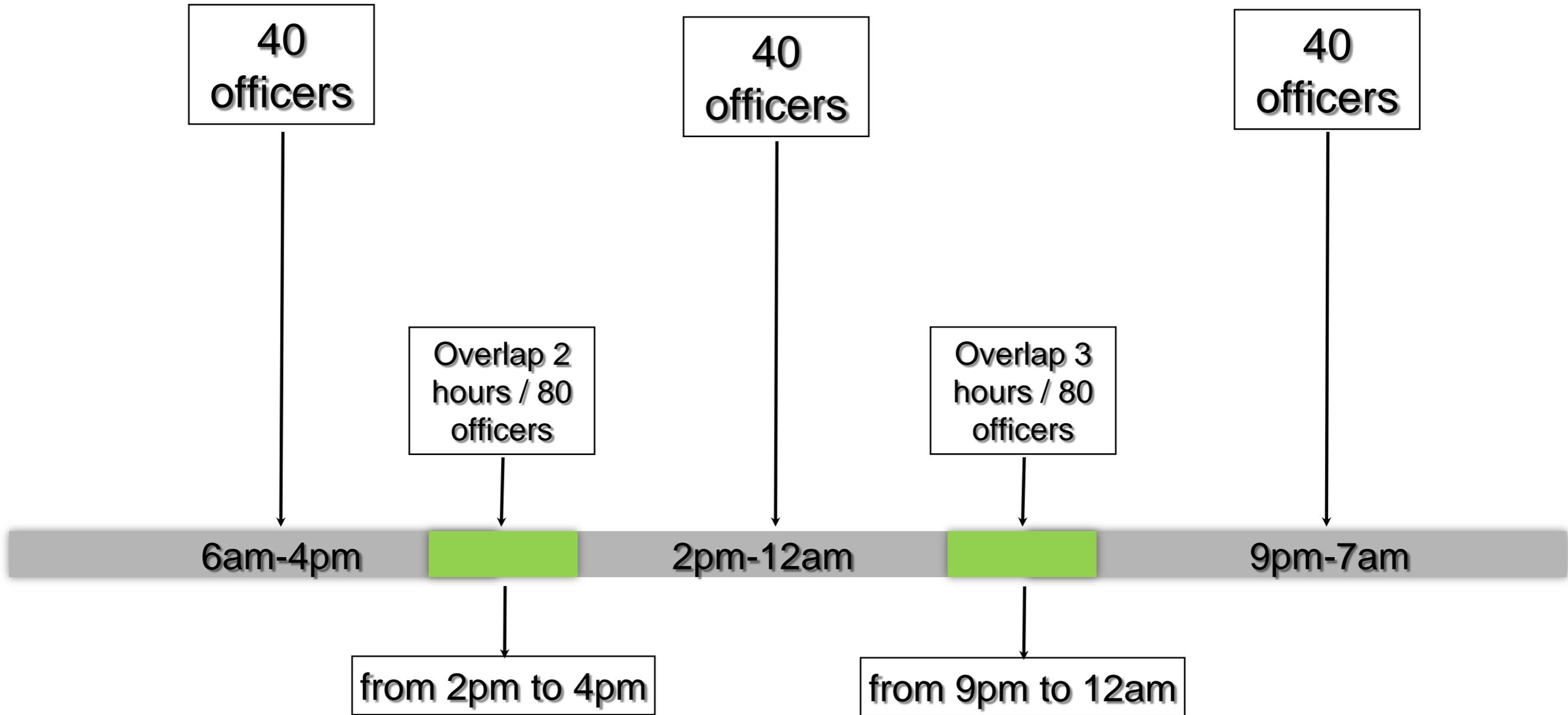
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- This pilot program is only for the West Patrol Division and will be evaluated for efficiency and adjustments. Estimated 3–6 months for proper evaluation.
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 - 80 units is considered the optimum level needed.
- 

West Sector Officer Schedule

Saturday - Thursday



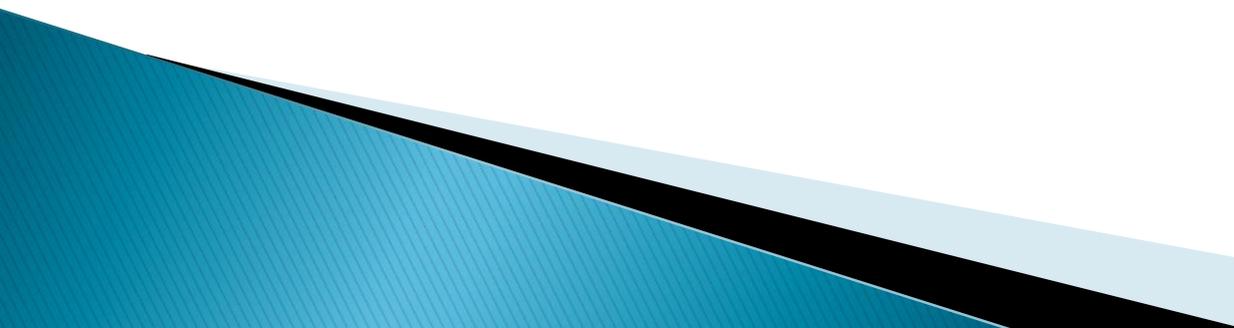


West Sector Officer Schedule Friday

Agencies on 10 hour shifts contacted for feedback:

- Brownsville PD
- Corpus Christi PD
- Austin PD
- El Paso PD
- San Antonio PD

All agencies made positive comments concerning
the Combined Work Week



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- Captains, Lieutenants, Sergeants, and Officers, from the patrol division only, were surveyed
- 167 total surveys were returned
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- **16 voted NO**
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Results;

- **146 FOR**
- **121 AGAINST**

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WHEREAS, the purpose of the compressed work week for the West Sector law enforcement employees is to make their employment equivalent to the non-compressed work week for the East Sector law enforcement employees but in four (4) rather than five (5) shifts per week;

WHEREAS, the City and the LPOA acknowledge that the Collective Bargaining Agreement (hereinafter referred to as the “CBA”) between them need to be modified; and

WHEREAS, the Parties hereto wish to express their agreement in accordance with the conditions and stipulations specified hereunder.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the City and the LPOA express their agreement and define the scope, responsibilities, conditions, and stipulations of the Parties as follows:

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7. With regards to the changes already permitted by the MOU, any other term or provision of the CBA may be altered in the MOU, by the City, if necessary, to allow those who work the compressed work week in the West Sector to be treated in an equivalent manner to those who work the non–compressed work week in the East Sector. Individual law enforcement employees transferred – temporarily or permanently – during the term of this Agreement to or from the West and East sectors shall be treated accordingly. This in no way allows the City to alter any terms or provisions of the original CBA currently in effect. The original contract stays in full force and affect despite the MOU and in the event the MOU is rescinded or the trial program terminated, the original language in the current CBA controls. This agreement is not changing the CBA but allowing changes to the MOU in order to maintain fairness and equity.

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The City:

Jesus M. Olivarez, City Manager
1110 Houston St.
Laredo, Texas 78041
(956) 791-7302

The LPOA:

Ramiro Paredes Jr., LPOA President
6426 Polaris
Laredo, Texas 78045
(956) 324-2143

10. 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 this _____ day of _____, 2015.

The City:

Jesus M. Olivarez, Interim City Manager

Date

The LPOA:

Ramiro Paredes Jr., LPOA President

Date